December 29, 2025

YUNNAN JINXUN RESOURCES CO., LTD.

AND

GLENCORE INTERNATIONAL AG

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATIONS 1
2. INVESTMENT 7
3. CLOSING CONDITIONS 7
4. CLOSING 9
5. RESTRICTIONS ON THE INVESTOR 11
6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 12
7. TERMINATION 23
8. ANNOUNCEMENTS AND CONFIDENTIALITY 23
9. NOTICES 24
10. GENERAL 25
11. GOVERNING LAW AND JURISDICTION 27
12. IMMUNITY 27
13. PROCESS AGENT 28
14. COUNTERPARTS 28

SCHEDULE 1 INVESTOR SHARES S1-1

SCHEDULE 2 PARTICULARS OF INVESTOR S2-1

THIS AGREEMENT (this "**Agreement**") is made on December 29, 2025

BETWEEN:

(1) **Yunnan Jinxun Resources Co., Ltd.**, a company incorporated in the PRC with limited liability which was converted into a joint stock company with limited liability, whose registered office is at 3/F, Block B, No. 1389 Changyuan North Road, Gaoxin District, Kunming, Yunnan Province, PRC (the "**Company**");

(2) **Glencore International AG**, a company incorporated and registered in Switzerland whose registered office is at Baarermattstrasse 3, 6340, Baar, Switzerland (the "**Investor**"); and

(3) **Huatai Financial Holdings (Hong Kong) Limited**, whose registered office is at 62/F, The Center, 99 Queen's Road Central, Hong Kong ("**Huatai**" or the "**Sole Sponsor**").

WHEREAS:

(A) The Company has made an application for the listing of its Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising (i) an offer of 3,676,600 Shares to the public in Hong Kong (subject to adjustment) (the "**Hong Kong Public Offering**") and (ii) a conditional placing of 33,089,000 Shares subject to adjustment and the Over-allotment Option (as defined below)) to investors outside the United States (including professional and institutional investors in Hong Kong) in accordance with Regulation S pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act (the "**International Offering**").

(B) Huatai is acting as the sole sponsor of the Company (the "**Sole Sponsor**"), the sponsor-overall coordinator (the "**Sponsor-Overall Coordinator**") and one of the Overall Coordinators (as defined below) 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 recitals and schedules, each of the following terms and expressions shall, unless the context suggests otherwise, have the following meanings:

"**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;

"**Anti-Bribery and Corruption Laws**" means (a) the Organisation for Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, 1997 and relevant legislation implementing the convention; (b) the United States Foreign Corrupt Practices Act 1977 as amended; (c) the United Kingdom Bribery Act 2010; (d) the Swiss Criminal Code; and (f) any other laws, rules or regulations relating to anti-bribery and corruption matters applicable to the Group;

"**Anti-Tax Evasion Laws**" means Part 3 of the UK Criminal Finances Act 2017 (Corporate Offences of Failure to Prevent Facilitation of Tax Evasion), any rules or regulations thereunder and any other laws, rules and regulations relating to tax evasion applicable to the Group;

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

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

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

"**business day**" means any day (other than Saturday, 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 book-building 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;

"**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);

"**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, as amended, supplemented or otherwise modified from time to time;

"**Delayed Delivery Date**" means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as Huatai shall notify the Investor in accordance with clause 4.4

"**dispose of**" includes, in respect of any Investor Shares, directly or indirectly;

(i) (A) 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), whether directly or indirectly and whether conditionally or unconditionally; or (B) creating any third party right of whatever nature over, any legal or beneficial interest in the Investor Shares or any other securities convertible into or exercisable or exchangeable for such Investor Shares, or that represent the right to receive, such Investor Shares, 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 Investor Shares or any interest in them, or in any of the economic consequences or incidents of ownership of such Investor 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 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 Investor Shares or such other securities convertible into or exercisable or exchangeable for Investor Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

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

"**First Lock-up Period**" has the meaning given to it in clause 5.1(a);

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority, department 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;

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

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

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

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

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

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

"**Investor Shares**" means the number of 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 Huatai;

"**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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), 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), in each case, of the Aggregate Investment Amount;

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

"**Listing Guide**" means the "Guide for New Listing Applicants" published by the Stock Exchange in November 2023 which took effect on January 1, 2024, as amended, supplemented or otherwise modified from time to time;

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guides and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

"**Lock-up Period**" means the First Lock-up Period or the Second Lock-up Period, as applicable;

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

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

"**Overall Coordinator(s)**" means Huatai and CLSA Limited, being the overall coordinators appointed by the Company in connection with its proposed listing on the Stock Exchange;

"**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, supplemented or otherwise modified 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;

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

"**Regulation S**" means Regulation S under the Securities Act;

"**Second Lock-up Period**" has the meaning given to it in clause 5.1(b);

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

"**SFC**" means the Securities and Futures Commission of Hong Kong;

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

"**Shares**" means the ordinary shares with par value of RMB1.00 each in the share capital of the Company, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**subsidiary**" has the meaning given to it in the Listing Rules;

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.

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 the 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;

(ii) to any repealed statute or 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 organisation;

(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 jointly 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 jointly waived by the Company and Huatai) and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and Huatai 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 and through Huatai and/or its affiliates in its capacities as 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 4.3.

2.2 Huatai may in its sole discretion, after consultation with the Company, determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.4.

2.3 The Investor may elect by notice in writing served to the Company and Huatai 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 a U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company and Huatai written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations 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 and Huatai the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.3 constitute direct, primary and unconditional obligations to pay on demand to the Company or Huatai 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 or Huatai 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.

2.4 The exact number of the Investor Shares will be finally determined by the Company and Huatai in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the respective obligations of the Company and Huatai 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 jointly 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 jointly waived by the Company and Huatai 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 (to the extent capable of waiver) 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 pursuant to the underwriting agreements to be entered into by, amongst others, the Company and Huatai (for itself and on behalf of the other Overall Coordinator and other underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Shares (including the Investor Shares as well as other applicable waivers and approvals and those in connection with the subscription by the Investor of the Investor Shares) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;

(d) 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;

(e) 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 Shares on the Stock Exchange;

(f) the representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are and will be accurate, true and complete in all material respects and not misleading 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 jointly 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 jointly waived by the Company and Huatai on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor and Huatai), the obligation of the Investor to subscribe for, and the respective obligations of the Company and Huatai 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 after 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 and/or Huatai shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to

the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be as set forth in the Public Documents, and no liability of the Company or Huatai 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 will not be as set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company and/or Huatai or their respective subsidiaries, affiliates, officers, directors, employees, staff, associates, partners, agents, advisors 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 that the Offer Price is not as 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 Huatai (and/or its affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and Huatai.

4.2 In the event that, in the opinion of the Company, the Sole Sponsor and Huatai, the requirements under (i) Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company, (ii) Rule 19A.13A of the Listing Rules, which requires that there must be an open market in the Shares, (iii) Rule 19A.13C of the Listing Rules, which requires that there must be sufficient Shares that are held by the public and available for trading upon Listing Date; and/or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, may not be complied with on the Listing Date, the Company and Huatai have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08, Rule 19A.13A and Rule 19A.13C of the Listing Rules. Further, Huatai and the Company shall have the right to adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with the Listing Rules.

4.3 Regardless of the time and manner of the delivery of the Investor Shares, 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 Huatai) 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 Huatai 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.

4.4 If Huatai (for itself and on behalf of the other Overall Coordinator) in its sole discretion, after consultation with the Company, determines that delivery of all or any part of the Investor Shares should be made on a date (the "**Delayed Delivery Date**") later than the Listing Date, Huatai

shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. Such determination by Huatai will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor Shares as specified in clause 4.3.

4.5 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.3, 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 Huatai in writing no later than one (1) business day prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.4.

4.6 Delivery of the Investor Shares may also be made in any other manner which the Company, Huatai and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised, and the payment for the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.

4.7 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 and Huatai 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 and Huatai shall cease and terminate (but without prejudice to any claim which the Company and Huatai may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall indemnify the Indemnified Parties in accordance with clause 6.5 if there is any failure on the part of the Investor to pay the Aggregate Investment Amount and the Brokerage and Levies in full.

4.8 Each of the Company, Huatai and the Investor and their respective affiliates, subsidiaries, officers, directors, employees, staff, associates, partners, agents, advisors and representatives (as the case may be) shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, Huatai or the Investor (as the case may be), including but not limited to acts of God, flood, war (whether declared), government rules in relation to pandemic or outbreak of disease, terrorism, fire, riot, revolt, civil commotion, epidemic or pandemic (including but not limited to SARS, H5N1, MERS and COVID-19), outbreaks, escalation, mutation or aggravation of diseases, calamity, crisis, public disorder, earthquake, tsunami, volcanic eruption, other natural disasters, outbreak or escalation of hostilities (whether or not war is declared), declaration of a regional, national or international emergency, economic sanctions, political change, paralysis in government operations, interruption or delay or severe disruption in transportation, strike, lockout, other industrial action, work stoppage, or other forms of resignation and strike, general failure of electricity and other supply, collision, technical failure, unexpected failure, mechanical failure, electrical failure, computer failure, failure of banking system, embargo, labour dispute, any change in any existing or future laws or any existing or future act of government or the like, and in such event, the Company, Huatai and the Investor 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, Huatai and the Investor shall cease and terminate; provided that termination of this Agreement pursuant to this clause

4.8 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.

5. RESTRICTIONS ON THE INVESTOR

5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (in the event the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company and Huatai that, without the prior written consent of each of the Company and Huatai, the Investor will not, and will cause its affiliates not to, whether directly or indirectly:

(a) 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 "**First Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Investor Shares or any interest in any company or entity holding any Investor Shares including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities; (ii) allow the Investor to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) resulting in the cessation of being a wholly-owned subsidiary of Glencore PLC; (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) or (ii) or (iii) above; and

(b) at any time during the period commencing from (and exclusive of) the last day of the First Lock-up Period and ending on (and inclusive of) the date falling thirty (30) months after the last day of the First Lock-up Period (the "**Second Lock-up Period**"), dispose of, in any way, Investor Shares representing in aggregate more than one third of the Investor Shares.

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

(a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company and Huatai) 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 restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

(c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Investor Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(d) if at any time prior to expiration of the relevant 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 Investor 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 and Huatai) agreeing to, and

the Investor undertakes to procure such wholly-owned subsidiary to agree 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 acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(e) such wholly-owned subsidiary is (i) not a U.S. Person; located outside the United States and (ii) acquiring the Investor Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

5.3 The Investor agrees and undertakes that, except with the unanimous prior written consent of the Company and Huatai the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares 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"), and it will not become a core connected person of the Company, in each case immediately upon the Listing Date. The Investor agrees that in the event that the aggregate holding (direct and indirect) of the Investor and its respective close associates in the total number of issued shares of the Company might become or exceed 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder", or such other percentage which shall render the shareholding of the Investor to not be perceived under the Listing Rules or by the Stock Exchange as being held in the hands of the public), the Investor shall as soon as practicable provide a written notification to the Company and Huatai with respect to the circumstance, provided that such notification obligation shall only arise to the extent that the increase in the shareholding percentage level results directly from an action of the Investor or its close associates, and shall not apply in circumstances where the shareholding percentage increase arises as a result of any corporate action taken by the Company or any other third party (including, without limitation, any share buy-back or other capital change by the Company).

5.4 The Investor agrees that the Investor's holding of the Company's share capital and entering into this Agreement is on a proprietary investment basis, and to, upon reasonable request by the Company and/or Huatai, provide reasonable evidence to the Company and Huatai showing that the Investor's holding of the Company's share capital and entering into this Agreement is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and direct beneficial owners shall, apply for or place an order through the book building process for Shares in the Global Offering (other than the Investor Shares) or make an application for Shares in the Hong Kong Public Offering.

5.5 The Investor and its affiliates, associates, directors, officers, employees or agents shall not directly or indirectly enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, officers, employees, associates or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company and Huatai that:

(a) each of the Company, Huatai and their respective affiliates, subsidiaries, directors, 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 as 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 that the Offer Price will as 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 and Huatai 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 as 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 for 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;

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed to Huatai on FINI and all such information is true, complete and accurate in all material respects and is not misleading, in each case by reference to the information provided by the Investor to the Company and Huatai in connection with this Agreement;

(d) the Offer Price is determined solely and exclusively by the Company and Huatai (for itself and on behalf of the other Overall Coordinator and other underwriters of the Global Offering) and the terms and conditions of the Global Offering, and the Investor shall not have any right to raise any objection thereto;

(e) the Investor Shares will be subscribed for by the Investor through Huatai and/or its affiliates in their capacities as representatives of the international underwriters of the International Offering;

(f) 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;

(g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

(h) the Company, the Sole Sponsor and Huatai have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08, 19A.13A and 19A.13C of the Listing Rules;

(i) 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 and/or Huatai 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;

(j) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except pursuant to an exemption from, or in a transaction not subject to, any other applicable Laws;

(k) 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 under the Securities Act) in accordance with Regulation S and 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;

(l) it understands that none of the Company and Huatai or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(m) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that such subsidiary remains a directly or indirectly 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 relevant Lock-up Period;

(n) 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 and its affiliates' (as the case may be) investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, agents, associates, partners, advisers 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 reasonable efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(n)) 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 use its reasonable efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(n)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the 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 the Listing Rules and any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(o) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may be provided (whether in writing or verbally) in relation to the Company and/or Global Offering 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 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 in relation to the Global Offering which may be provided (whether in writing or verbally) to the Investor and/or its representatives constitutes an invitation or offer or the solicitation 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 in relation to the Global Offering which may be 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 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 in relation to the Global Offering which may be 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 in relation to the Global Offering which may be provided (whether in writing or verbally) to the Investor and/or its representatives 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);

(p) 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;

(q) 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 Shares or general solicitation or general advertising or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Shares;

(r) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company or Huatai concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(s) 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 which may have been furnished to the Investor by or on behalf of the Company and/or Huatai (including their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates) on or before the date hereof, and none of the Company and Huatai and their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, 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 and Huatai and their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;

(t) none of Huatai, the CMIs, the other underwriters and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, 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;

(u) the Investor will comply with all restrictions (if any) applicable to it under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Investor Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(v) the Investor 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 Huatai or the underwriters in connection with the Global Offering and none of the Company and Huatai or their respective associates, subsidiaries, affiliates, directors, officers, partners, employees, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, legal, regulatory, financial, accounting, currency or other economic or other consequences of the subscription of the Investor Shares or in relation to any dealings in the Investor Shares;

(w) its understands that no public market now exists for the Investor Shares, and that the Company, Huatai, the CMIs, other underwriters involved in the Global Offering and their respective subsidiaries, associates, partners, affiliates, directors, officers, employees, advisors, agents or representatives and other parties participating in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

(x) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company and Huatai any of their respective associates, subsidiaries, affiliates, directors, officers, employees, partners, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(y) the Company and Huatai (for itself and on behalf of the other Overall Coordinator) will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of the Shares being offered and the Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws; and

(z) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Investor Shares.

6.2 The Investor further represents, warrants and undertakes to each of the Company and Huatai that:

(a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that, there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement;

(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, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company and Huatai in writing if any such Approval ceases 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 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 the extent legally permissible, to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company and/or Huatai, to the Stock Exchange, the SFC, the CSRC and/or 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 and/or the person ultimately responsible for the giving of the instruction relating to the subscription of the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription of the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under clause 5.1); (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 and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company and Huatai and their respective affiliates, associates, subsidiaries, agents, directors, officers, employees, advisors, partners and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment,

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

(k) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Sole Sponsor or the CMIs of the Global Offering in connection with the transactions contemplated thereunder;

(l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and its beneficial owner(s) (i) are third parties independent of the Company; (ii) are not connected persons of the Company and the Investor's subscription for the Investor Shares shall not constitute a "connected transaction" (as defined in the Listing Rules) and will not result in the Investor and its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC), any connected persons of the Company in relation to the control of the Company; (iii) have the financial capacity and will be using their own financial resources to meet all obligations arising under this agreement; (iv) are not, directly or indirectly, financed, funded or backed by any core connected person (as defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any core connected person of the Company, or any of its close associates in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) to the Investor's knowledge, have no connected relationship with any substantial shareholder (as defined under the Listing Rules) of the Company which is shown in the application proof of the prospectus of the Company published on the website of the Stock Exchange on 1 June 2025, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

(p) to its knowledge, the Investor is not (i) a "connected client" of any of the Overall Coordinators, the Sole Sponsor, the joint global coordinators, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors, or (ii) a "close associate" of any existing shareholder of the Company as shown in the shareholder list provided by the Company to the Investor dated 20 November 2025. The terms "**connected client**" and "**distributor**" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(q) 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;

(r) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing and acts on behalf of the aforementioned persons;

(s) save as previously notified to Huatai 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;

(t) 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 Shares, except with its affiliates or with the prior written consent of the Company;

(u) 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 Listing Guide and all relevant guidelines issued by the SFC; and

(v) to its knowledge, 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;

(w) the Investor will subscribe for the Investor Shares using its own funds 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; and

(x) except as provided for in this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide, 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.

6.3 The Investor represents and warrants to the Company and Huatai 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 and Huatai and their respective affiliates is true, complete and accurate in all material respects and is not misleading, in each case by reference to the information provided by the Investor to the Company and Huatai in connection with this Agreement. 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 and/or Huatai in connection with the Global Offering, insofar as necessary in the sole opinion of the Company and Huatai. 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 and/or Huatai to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators 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,

complete and accurate in all material respects and is not misleading, in each case by reference to the information provided by the Investor to the Company and Huatai in connection with this Agreement.

6.4 The Investor understands that the representations, warranties, undertakings, agreements and acknowledgements in clauses 6.1, 6.2 and 6.3 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates, advisers, associates, directors, officers, employees, partners, representatives, 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 and Huatai 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, in which case any of the Company and Huatai is entitled to terminate this Agreement and not proceed with 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 and Huatai 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, 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 for 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 its respective officers, directors, employees, affiliates, agents, representatives, associates or partners, and against any and all reasonable 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, save and except for any loss or damages caused by the gross negligence, wilful misconduct or fraud of any of the Indemnified Parties. Notwithstanding any provision of this Agreement to the contrary, the aggregate amount of indemnifiable losses that the Investor may be liable for under this Agreement shall be in no event (i) greater than 30% of the Aggregate Investment Amount for all claims for breach of this Agreement (other than claims for breach of the payment obligation of the Investor pursuant to Clause 4.3); and (ii) without prejudice to (i), greater than the Aggregate Investment Amount for all claims for breach of this Agreement (including claims for breach of the payment obligation of the Investor pursuant to Clause 4.3). The provisions of this clause 6.5 shall survive the termination of this Agreement in all circumstances.

6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

6.7 The Company represents, warrants and undertakes to the Investor that:

(a) it has been duly incorporated and is validly existing under the laws of the jurisdiction of its incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

(c) subject to payment and the lock-up restrictions under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.5 and 4.6, 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 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, officers, employees and agents have directly or indirectly entered into any agreement or arrangement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Section 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with any of the Investor or its affiliates, associates, directors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, 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) to the Company's best knowledge, the Company has complied with and will comply with all applicable laws, rules and regulations in relation to all applicable Anti-Bribery and Corruption Laws, Anti-Money Laundering Laws, Sanctions and Anti-Tax-Evasion Laws in all material respects;

(g) to the Company's best knowledge, the Company is not aware that, within the past five years, there has been any written notice from any Government Authority that alleges that it is in violation of, or has any liability under, any Anti-Bribery and Corruption Laws, Anti-Money Laundering Laws, Sanctions or Anti-Tax-Evasion Laws;

(h) the Company has implemented and/or will maintain a compliance programme that is designed and resourced to ensure compliance with all relevant Anti-Bribery and Corruption Laws; and

(i) to the Company's best knowledge, as at the date of this Agreement: (i) neither it, nor any Person that directly or indirectly, individually or in the aggregate, owns or controls 50% or more of it, is a Sanctioned Person; and (ii) it will not involve, or attempt to involve, in the performance of this Agreement a Sanctioned Person, in each case where:

(i) "**Person**" means an individual or entity;
(ii) "**Sanctions**" means any economic or financial sanctions, restrictive measures or trade embargoes administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Nations Security Council, the European Union, Switzerland, the United Kingdom or any other applicable sanctions authority or government; and
(iii) "**Sanctioned Person**" means any Person that is, or is 50% or more owned or controlled by, a Person (or Persons) that is the subject of any Sanctions or based, organised or resident in a country or territory that is the subject of comprehensive Sanctions.

6.8 The Company and Huatai acknowledge, confirm and agree 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 Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.7 or 4.8;

(b) solely by the Company, or by Huatai, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor's wholly-owned subsidiary (in the event of the Investor's subscription for the Investor Shares through a wholly-owned subsidiary of the Investor pursuant to clause 2.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before Closing (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 7.3 and 11 set forth below) shall cease, save that termination 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 prior to such termination.

7.3 Clauses 6.5, 8.1, 11, 12 and 13, and the indemnity obligations of the Investor under this Agreement, shall survive the termination of this Agreement in all circumstances.

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, Huatai and the Investor without the prior written consent of the other Parties before such information becomes public information or for a period of three years after the date hereof (whichever is earlier). 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 and/or Huatai 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, documents on display and other announcements to be issued by or on behalf of the Company and/or the Huatai in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidentiality obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including, without limitation, 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 for 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 and Huatai in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor 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 and Huatai to ensure that all references to it in such Public Documents are true, 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 and Huatai and their respective counsels.

8.4 The Investor undertakes 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) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company or Huatai) 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 and Huatai to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange and the SFC. Without prejudice to clause 8.3, the Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and documents, of the name of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Sole Sponsor, each of 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 English and/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: 40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong

Email: yuanmei@jinxunec.com

Attention: Ms. Yuan Mei

If to the Investor, to:

Address: Baarermattstrasse 3, P.O. Box, 6341 Baar, Switzerland

Email: general.counsel@glencore.com

Attention: General Counsel

With copy to: jason.jiao@glencore.com

Attention: Jason Jiao (does not constitute notice)

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: project121@htsc.com

Attention: Project 121 Team

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

10. **GENERAL**

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

10.2 The obligations of each of the Sole Sponsor and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). Huatai will not be liable for any failure on the part of any of the other parties to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other parties to enforce the terms of this Agreement. Notwithstanding the foregoing, Huatai shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other parties, to the extent permitted by applicable Laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and Huatai shall be conclusive 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 4.3 of this Agreement and for the purposes of this Agreement for the purposes of this Agreement.

10.4 The Investor, the Company and Huatai 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. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.

10.6 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.

10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.8 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.9 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.10 Save to the extent otherwise set out in this clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement; and

(b) this Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).

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

10.12 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.14 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring of Huatai, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company and Huatai shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.16 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be reasonably required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

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

11.2 Any dispute, controversy, difference, claim or non-contractual dispute arising out of or in connection with this Agreement, or the existence, breach, termination, interpretation, performance or invalidity thereof, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. 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 registered 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), any Party 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), any Party 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 Glencore Asia Limited of 28th Floor, Lee Garden Two, 28 Yun Ping Road, Causeway Bay, 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 and Huatai, and to deliver to the Company and Huatai a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

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.

SIGNED BY Yuan Rong)
for and on behalf of)
Yunnan Jinxun Resources Co., Ltd.)

袁荣

SIGNED BY
for and on behalf of
Glencore International AG

)
)
) Markus Walt

Martin Hä[illegible]ng

SIGNED BY)
for and on behalf of)
HUATAI FINANCIAL HOLDINGS)
(HONG KONG) LIMITED)

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 30,000,000 (calculated using the exchange rate set out in the section headed "Information about this Prospectus and the Global Offering—Exchange Rate Conversion" in the final prospectus of the Company) (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 200 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering (if any), the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for 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 reduced on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. The Company and Huatai have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion to ensure compliance with (i) Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company on the Listing Date, (ii) the minimum public float requirement under Rule 19A.13A or as otherwise approved by the Stock Exchange, (iii) the minimum free float requirement under Rule 19A.13C of the Listing Rules, or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, which provides that at least 40% of the total number of shares initially offered in the Global Offering must be allocated to investors in the placing tranche (other than cornerstone investors). Further, Huatai 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:	Switzerland
Certificate of incorporation number:	N/A
Business registration number:	CHE-106.909.694
Principal activities:	To trade in all forms of raw materials and other goods for its own and for third parties accounts in Switzerland and abroad; carry out financial transactions, participate in or associate with other enterprises. Also acts as guarantor of multiple bonds.
Ultimate controlling shareholder of the Investor:	Glencore PLC (GLEN.L)
Place of incorporation of ultimate controlling shareholder:	Jersey
Business registration number of ultimate controlling shareholder:	107710
Principal activities of ultimate controlling shareholder:	Top holding company of the Glencore group. Primarily listed on the London Stock Exchange, with a secondary listing on the Johannesburg Stock Exchange. Also acts as guarantor of multiple bonds.
Shareholder of the Investor and interests held:	Glencore PLC, 100%
Description of the Investor for insertion in the Prospectus:	Glencore International AG ("**Glencore AG**") is a wholly-owned subsidiary of Glencore PLC. Glencore PLC is listed on the London Stock Exchange, with a secondary listing on the Johannesburg Stock Exchange and is one of the world's largest global diversified natural resource companies and a major producer and marketer of more than 60 commodities. Through a network of assets, customers and suppliers that spans the globe, Glencore PLC produce, process, recycle, source, market and distribute commodities that meet current energy needs. There is no single shareholder who has a beneficial ownership interest of 30% or more in Glencore PLC. Glencore AG was one of our customers during the Track Record Period, and entered into multiple transactions with us in relation to the sale of copper cathodes. To strengthen our business cooperation with Glencore AG, we entered into an offtake agreement in November 2025 with Glencore AG pursuant to which

	Glencore AG will purchase copper cathodes from our Group, which was not conditional upon the Offer Shares subscription under the International Offering. The price of copper cathodes shall be determined with reference to the market price by using the applicable copper cathodes pricing indices, which is in line with our pricing policy as well as the pricing of our sales with our other customers. Our Directors are of the view that the transactions on the sales of copper cathodes with Glencore AG were entered into on an arm's length basis, on normal commercial terms and in the ordinary course of business of our Group with the benefit of maintaining a long-term and stable customer.
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

December 29, 2025

YUNNAN JINXUN RESOURCES CO., LTD.

AND

STONEYLAKE GLOBAL ALPHA FUND

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATIONS 1
2. INVESTMENT 6
3. CLOSING CONDITIONS 7
4. CLOSING 9
5. RESTRICTIONS ON THE INVESTOR 10
6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 12
7. TERMINATION 23
8. ANNOUNCEMENTS AND CONFIDENTIALITY 23
9. NOTICES 24
10. GENERAL 25
11. GOVERNING LAW AND JURISDICTION 27
12. IMMUNITY 28
13. PROCESS AGENT 28
14. COUNTERPARTS 28

SCHEDULE 1 INVESTOR SHARES S1-1

SCHEDULE 2 PARTICULARS OF INVESTOR S2-1

THIS AGREEMENT (this "**Agreement**") is made on December 29, 2025

BETWEEN:

(1) **Yunnan Jinxun Resources Co., Ltd.**, a company incorporated in the PRC with limited liability which was converted into a joint stock company with limited liability, whose registered office is at 3/F, Block B, No. 1389 Changyuan North Road, Gaoxin District, Kunming, Yunnan Province, PRC (the "**Company**");

(2) **Stoneylake Global Alpha Fund**, a company incorporated in Cayman Islands whose registered office is at c/o Maples Corporate Services Limited, P.O. Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands (the "**Investor**"); and

(3) **Huatai Financial Holdings (Hong Kong) Limited**, whose registered office is at 62/F, The Center, 99 Queen's Road Central, Hong Kong ("**Huatai**" or the "**Sole Sponsor**").

WHEREAS:

(A) The Company has made an application for the listing of its Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising (i) an offer of Shares to the public in Hong Kong (subject to adjustment) (the "**Hong Kong Public Offering**") and (ii) a conditional placing of Shares subject to adjustment and the Over-allotment Option (as defined below)) to investors outside the United States (including professional and institutional investors in Hong Kong) in accordance with Regulation S pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act (the "**International Offering**").

(B) Huatai is acting as the sole sponsor of the Company (the "**Sole Sponsor**"), the sponsor-overall coordinator (the "**Sponsor-Overall Coordinator**") and one of the Overall Coordinators (as defined below) 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 recitals and schedules, each of the following terms and expressions shall, unless the context suggests otherwise, have the following meanings:

"**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 more than 50% of the voting rights, or the power to appoint or cause to appoint a majority of the board of directors of a person, whether through the ownership of voting securities, or by contract;

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

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

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

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

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

"**business day**" means any day (other than Saturday, 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 book-building 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;

"**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);

"**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, as amended, supplemented or otherwise modified from time to time;

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;

(i) (A) 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), whether directly or indirectly and whether conditionally or unconditionally; or (B) 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 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 in 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 an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority, department 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;

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

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

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

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

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

"**Investor-related Information**" has the meaning given to it in clause 6.2(j);

"**Investor Shares**" means the number of 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 Huatai;

"**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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), 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), in each case, of the Aggregate Investment Amount;

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

"**Listing Guide**" means the "Guide for New Listing Applicants" published by the Stock Exchange in November 2023 which took effect on January 1, 2024, as amended, supplemented or otherwise modified from time to time;

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guides and other requirements of the Stock Exchange, each as amended, 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 Share (exclusive of Brokerage and Levies) at which the Shares are to be offered pursuant to the Global Offering;

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

"**Overall Coordinators**" means Huatai and CLSA Limited, being the overall coordinators appointed by the Company in connection with its proposed listing on the Stock Exchange;

"**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, supplemented or otherwise modified from time to time;

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

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

"**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;

"**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;

"**Regulators**" has the meaning given to it in clause 6.2(j);

"**Regulation S**" means Regulation S under the Securities Act;

"**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);

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

"**SFC**" means the Securities and Futures Commission of Hong Kong;

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

"**Shares**" means the ordinary shares with par value of RMB1.00 each in the share capital of the Company, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**subsidiary**" has the meaning given to it in the Listing Rules;

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.

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 the 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;

(ii) to any repealed statute or 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 organisation;

(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 jointly 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 jointly waived by the Company and Huatai) and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and Huatai 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 and through Huatai and/or its affiliates

in its capacities as 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 4.3.

2.2 The Investor may elect by notice in writing served to the Company and Huatai 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 a U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company and Huatai written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations 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 and Huatai the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company or Huatai 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 or Huatai first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

2.3 The exact number of the Investor Shares will be finally determined by the Company and Huatai (for itself and on behalf of the Overall Coordinator) in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the respective obligations of the Company and Huatai 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 jointly 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 jointly waived by the Company and Huatai) 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 pursuant to the underwriting agreements to be entered into by, amongst others, the Company and Huatai (for itself and on behalf of the other Overall Coordinator and the other underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Shares (including the Investor Shares as well as other applicable waivers and approvals and those in connection with the subscription by the Investor of the Investor Shares) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;

(d) 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;

(e) 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 Shares on the Stock Exchange; and

(f) to the best of the Investor's knowledge, the respective representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are and will be accurate, true and complete in all material respects and not misleading or deceptive and that there is no breach of this Agreement which has not been remedied or waived on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly 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 jointly waived by the Company and Huatai) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor and Huatai), the obligation of the Investor to subscribe for, and the respective obligations of the Company and Huatai 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 and/or Huatai shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, confirmations and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause. Notwithstanding the foregoing, where the sole reason for any unfulfilled condition in clause 3.1(f) is a matter which is capable of remedy by the Investor without material adverse effect on the Global Offering, the Company and the Sole Sponsor shall first give written notice to the Investor and the Investor shall have five (5) Business Days from receipt of such notice to remedy such matter to the reasonable satisfaction of the Company and the Sole Sponsor. During such cure period the Company and the Sole Sponsor shall not terminate this Agreement.

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 as set forth in the Public Documents, and no liability of the Company or Huatai 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 will not be as set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company and/or Huatai or their respective subsidiaries, affiliates, officers, directors, employees, staff, associates, partners, agents, advisors 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 that the Offer Price is not as 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 Huatai (and/or its affiliates) in their capacities as 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 Huatai.

4.2 In the event that, in the opinion of the Company and Huatai (for itself and on behalf of the other Overall Coordinator), the requirements under (i) Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company, (ii) Rule 19A.13A of the Listing Rules, which requires that there must be an open market in the Shares, (iii) Rule 19A.13C of the Listing Rules, which requires that there must be sufficient Shares that are held by the public and available for trading upon Listing Date; and/or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, may not be complied with on the Listing Date, the Company and Huatai have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08, Rule 19A.13A and Rule 19A.13C of the Listing Rules. Further, Huatai and the Company shall have the right to adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with the Listing Rules.

4.3 Regardless of the time and manner of the delivery of the Investor Shares, 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 Huatai) by same day value credit at or before 5:30 p.m. (Hong Kong time) on the three (3) business days 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 Huatai (for itself and on behalf of the other Overall Coordinator) in writing no later than three (3) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.3, 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 Huatai (for itself and on behalf of the other Overall Coordinator) in writing no later than three (3) business days prior to the Listing Date as determined in accordance with clause 4.4.

4.5 Without prejudice to clause 4.5, delivery of the Investor Shares may also be made in any other manner which the Company, Huatai and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised, and the payment of the Investor

Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.

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 and Huatai 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 and Huatai shall cease and terminate (but without prejudice to any claim which the Company and Huatai may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5, but in no event shall such liability exceeds 10% of the Aggregate Investment Amount.

4.7 Each of the Company and Huatai and their respective affiliates, subsidiaries, officers, directors, employees, staff, associates, partners, agents, advisors and representatives (as the case may be) shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company and Huatai (as the case may be), including but not limited to acts of God, flood, war (whether declared), government rules in relation to pandemic or outbreak of disease, terrorism, fire, riot, revolt, civil commotion, epidemic or pandemic (including but not limited to SARS, H5N1, MERS and COVID-19), outbreaks, escalation, mutation or aggravation of diseases, calamity, crisis, public disorder, earthquake, tsunami, volcanic eruption, other natural disasters, outbreak or escalation of hostilities (whether or not war is declared), declaration of a regional, national or international emergency, economic sanctions, political change, paralysis in government operations, interruption or delay or severe disruption in transportation, strike, lockout, other industrial action, work stoppage, or other forms of resignation and strike, general failure of electricity and other supply, collision, technical failure, unexpected failure, mechanical failure, electrical failure, computer failure, failure of banking system, embargo, labour dispute, any change in any existing or future laws or any existing or future act of government or the like, and in such event, the Company and Huatai 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 and Huatai shall cease and terminate; provided that termination of this Agreement pursuant to this clause 4.7 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.

5. RESTRICTIONS ON THE INVESTOR

5.1 Subject to clause 5.3, the Investor for itself agrees, covenants with and undertakes to the Company the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company and Huatai (for itself and on behalf of the other Overall Coordinator), 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 security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (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; (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) or (iii) above.

5.2 The Company and Huatai acknowledge that, the Investor may dispose of any Relevant Shares at any time after expiration of the Lock-up Period, provided that such Investor shall, prior to the disposal, provide a written notification to each of the Company and Huatai and shall ensure that any such disposal will not create a disorderly or false market in the Shares and is otherwise in compliance with all the applicable laws, rules and regulations in all competent jurisdictions in relation to the securities trading (including the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the SFO, the Listing Rules and all applicable laws).

5.3 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 ten (10) business days' prior written notice of such transfer is provided to the Company and Huatai, which contains the identity of the relevant subsidiary (including but not limited to the place of incorporation, company registration number and business registration number), its relationship with the Investor and the business of such subsidiary, and such evidence to prove the prospective transferee is the wholly-owned subsidiary of the Investor as the Company and Huatai (for itself and on behalf of the other Overall Coordinators) may reasonably require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company and Huatai 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 restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company and Huatai in terms satisfactory to them) agreeing to, and the Investor undertakes to procure such wholly-owned subsidiary to agree 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 acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not a U.S. Person; located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

5.4 The Investor agrees and undertakes that, except with the unanimous prior written consent of the Company and Huatai the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares 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") at all times, and it will not become a core connected person of the Company. The Investor agrees that in the event that the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares of the Company might become or exceed 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder", or such other percentage which shall render the shareholding of the Investor to not be perceived under the Listing Rules or by the Stock Exchange as being held in the hands of the public), the Investor shall as soon as practicable provide a written notification to the Company and Huatai with respect to the circumstance. Upon and following the Listing Date, the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares of the Company will not result in the percentage of the Shares held by the public shareholders being less than the required percentage under Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules or other percentage as may be approved by the Stock Exchange and applicable to the Company.

5.5 The Investor agrees that the Investor's holding of the Company's share capital and entering into this Agreement is on a discretionary investment basis for its participating shareholders, and to, upon reasonable request by the Company and/or Huatai, provide reasonable evidence to the Company and Huatai showing that the Investor's holding of the Company's share capital and entering into this Agreement is on a discretionary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for Shares in the Global Offering (other than the Investor Shares) or make an application for Shares in the Hong Kong Public Offering unless such action is in compliance with the guidance set out in Chapter 4.15 of the Guide, the Listing Rules and other applicable Laws and/or regulations.

5.6 The Investor and its affiliates, associates, directors, officers, employees or agents shall not directly or indirectly enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. the Investor further confirms and undertakes that neither themselves nor their respective affiliates, directors, officers, employees, associates or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company and Huatai that:

(a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, subsidiaries, directors, 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 as 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 as 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 and Huatai 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 as 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 for 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;

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed to Huatai on FINI and all such information is true, complete and accurate in all respects and is not misleading;

(d) the Offer Price is determined solely and exclusively by the Company and Huatai (for themselves and on behalf of the other underwriters of the Global Offering) and the terms and conditions of the Global Offering, and the Investor shall not have any right to raise any objection thereto;

(e) the Investor Shares will be subscribed for by the Investor through Huatai and/or its affiliates in their capacities as representatives of the international underwriters of the International Offering;

(f) 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;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of the aforementioned persons;

(h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

(i) the Company, the Sole Sponsor and Huatai have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08, 19A.13A and 19A.13C of the Listing Rules;

(j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company and/or Huatai have entered into,

or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except pursuant to an exemption from, or in a transaction not subject to, any other applicable Laws;

(l) 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 under the Securities Act) in accordance with Regulation S and 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;

(m) it understands that none of the Company and Huatai or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(n) except as provided for under clause 5.3, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that such subsidiary remains a directly or indirectly 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;

(o) 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 and its affiliates' (as the case may be) investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers 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(o)) 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(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the 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 the Listing Rules and any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a

confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives constitutes an invitation or offer or the solicitation 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 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);

(q) 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;

(r) 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 Shares or general solicitation or general advertising or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Shares;

(s) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company or Huatai concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(t) 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 which may have been furnished to the Investor by or on behalf of the Company and/or Huatai (including their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and

affiliates) on or before the date hereof, and none of the Company and Huatai and their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, 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 and Huatai and their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;

(u) none of Huatai, the CMIs, the other underwriters and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its respective directors, 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;

(v) 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;

(w) the Investor 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 Huatai or the underwriters in connection with the Global Offering and none of the Company and Huatai or their respective associates, subsidiaries, affiliates, directors, officers, partners, employees, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, legal, regulatory, financial, accounting, currency or other economic or other consequences of the subscription of the Investor Shares or in relation to any dealings in the Investor Shares;

(x) its understands that no public market now exists for the Investor Shares, and that the Company, Huatai, the CMIs, other underwriters involved in the Global Offering and their respective subsidiaries, associates, partners, affiliates, directors, officers, employees, advisors, agents or representatives and other parties participating in the

Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

(y) any trading of the Shares shall comply with applicable Laws (including the SFO, the Listing Rules, the Securities Act and other restrictions on trading of the Shares under any applicable Laws or relevant rules of any competent stock exchange);

(z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company and Huatai any of their respective associates, subsidiaries, affiliates, directors, officers, employees, partners, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(aa) the Company and Huatai (for itself and on behalf of the other Overall Coordinator) will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of the Shares being offered and the Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:30 p.m. (Hong Kong time) on three (3) business days prior to the Listing Date or such other date and time as agreed in accordance with clause 4.3;

(cc) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

(dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares;

(ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, and/or the Sole Sponsor on the other hand in relation to the Global Offering, other than this Agreement and the entered into by the Investor;

6.2 The Investor further represents, warrants and undertakes to each of the Company and Huatai that:

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and

regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been 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, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company and Huatai in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the Investor shall provide, upon request, to the Company and/or Huatai and their respective affiliates as soon as reasonably practicable and to the extent legally permissible such information as may be required by the Stock Exchange and other Governmental Authority;

(i) the execution and delivery of this Agreement by the Investor, and the performance by the Investor 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 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 ;

(j) 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 and/or Huatai, to the Stock Exchange, the SFC, the CSRC and/or 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 and/or the person ultimately responsible for the giving of the instruction relating to the subscription of the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions

contemplated hereunder (including, without limitation, the details of subscription 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 the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company and Huatai and their respective affiliates, associates, subsidiaries, agents, directors, officers, employees, advisors, partners and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(k) 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;

(l) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Sole Sponsor or the CMIs of the Global Offering in connection with the transactions contemplated thereunder;

(m) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a discretionary investment basis for its participating shareholders 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;

(n) the Investor is subscribing for the Investor Shares outside the United States in reliance on an "offshore transaction" within the meaning of Regulation Sand it is not a U.S. Person;

(o) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(p) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons of the Company and the Investor's subscription for the Investor Shares shall not constitute a "connected transaction" (as defined in the Listing Rules) and will not result in the Investor and its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity and will be using their own financial resources to meet all obligations arising under this Agreement (iv) are not, directly or indirectly, financed, funded or backed by any core connected person (as

defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any such core connected person of the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of 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 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules; and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company and Huatai in writing;

(q) each of the Investor, its beneficial owner(s) and/or associates is not (i) a "connected client" of any of the Overall Coordinators, the Sole Sponsor, the joint global coordinators, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors, or (ii) a "close associate" of any existing shareholder of the Company. The terms "**connected client**"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), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) save as previously notified to Huatai 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;

(u) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

(v) 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 Listing Guide and all relevant guidelines issued by the SFC and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;

(w) neither the Investor nor any of its affiliates, associates, directors, officers, employees or agents has accepted or entered into any arrangement or agreement, side letter or otherwise, from the Company, any member of the Group, or any of their respective affiliates, directors, officers, employees or agents in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, the Listing Rules or the Listing Guide;

(x) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of 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;

(y) the Investor will subscribe for the Investor Shares using its own funds 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 the remaining payment for the Investor Shares will be satisfied by the Investor using its own funds;

(z) except as provided for in this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide, 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;

(aa) except as provided for in this Agreement, the Investor and its beneficial owners and/or associates have applied or will apply for any Share or have placed or will place an order through the book-building process under the Global Offering;

(bb) save as previously disclosed to the Company and Huatai 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 aggregate holding (direct or indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

6.3 The Investor represents and warrants to the Company and Huatai 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 and Huatai and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company and/or Huatai in connection with the Global Offering, insofar as necessary in the sole opinion of the Company and Huatai. 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 and/or Huatai to ensure its respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators 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.

6.4 The Investor understands that the representations, warranties, undertakings, agreements and acknowledgements in clauses 6.1, 6.2 and 6.3 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates, advisers, associates, directors, officers, employees, partners, representatives, 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 and Huatai 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, in which case any of the Company and Huatai is entitled to terminate this Agreement and not proceed with 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 and Huatai 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, 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 for 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 its respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith. The provisions of this clause 6.5 shall survive the termination of this Agreement in all circumstances.

6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes to the Investor that:

(a) it has been duly incorporated and is validly existing under the laws of the jurisdiction of its incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

(c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4 and 4.5, 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 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, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Section 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, officers, employees or agents; and

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, 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.

6.8 The Company and Huatai acknowledge, confirm and agree 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 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 Huatai, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor's wholly-owned subsidiary (in the event of the Investor's subscription for the Investor Shares through a wholly-owned subsidiary of the Investor pursuant to clause 2.2) (including a material breach of the representations, warranties, undertakings and confirmations 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 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 7.3 and 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights of the Company and Huatai (including their respective affiliates, associates, directors, officers, employees, representatives, counsels and so forth) against the Investor in respect of the terms herein at or prior to such termination and, for the avoidance of doubt, the Investor shall not claim against other Parties following such termination.

7.3 Clauses 6.5, 8.1, 10, 11, 12 and 13, and the indemnity obligations of the Investor under this Agreement shall survive the termination of this Agreement in all circumstances.

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, Huatai 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 and/or Huatai 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, documents on display and other announcements to be issued by or on behalf of the Company and/or the Huatai in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including, without limitation, 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 for 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 and Huatai in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Company shall use its reasonable endeavors to provide for review by the 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 and Huatai 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 and Huatai r and their respective counsels.

8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company or Huatai) 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 and Huatai to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange and the SFC. Without prejudice to clause 8.3, 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, description of this Agreement, background information of the Investor and itsrelationship with the Company, the Sole Sponsor, each of 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 English and/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: 40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong

Email: yuanmei@jinxunec.com

Attention: Ms. Yuan Mei

If to the Investor, to:

Address: Suite 2901-2902, Two Exchange Square, 8 Connaught Place, Central, Hong Kong

Email: ops_hk@stoneylakeasset.com

Attention: VINCY YU

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: project121@htsc.com

Attention: Project 121 Team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by facsimile or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, if sent by email, when the email is sent unless the sender receives an automated message that the email has not been delivered, if sent by facsimile, on receipt of confirmation of transmission 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 Sole Sponsor and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). Huatai will not be liable for any failure on the part of any of the other parties to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other parties to enforce the terms of this Agreement. Notwithstanding the foregoing, Huatai shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other parties, to the extent permitted by applicable Laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and Huatai shall be conclusive 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 4.3 of this Agreement and for the purposes of this Agreement for the purposes of this Agreement.

10.4 The Investor, the Company and Huatai 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. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.

10.6 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.

10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.8 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.9 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.10 To the extent otherwise set out in this clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement; and

(b) this Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).

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

10.12 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are

cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.14 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring of Huatai, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company and Huatai shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.16 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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, difference, claim or non-contractual dispute arising out of or in connection with this Agreement, or the existence, breach, termination, interpretation, performance or invalidity thereof, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. 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 registered 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), 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 Stoneylake Asset Management (Hong Kong) Limited at Suite, 2901-02, 29/F, Two Exchange-Square, 8 Connaught Place, 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 and Huatai, and to deliver to the Company and Huatai a copy of the new process agent's acceptance of that appointment, within 10 days thereof.

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.

SIGNED BY Yuan Rong)
for and on behalf of)
Yunnan Jinxun Resources Co., Ltd.)

袁荣

由 张帆)
代表)
Stoneylake Global Alpha Fund)
签署)

SIGNED BY)
for and on behalf of)
HUATAI FINANCIAL HOLDINGS)
(HONG KONG) LIMITED)

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 10,000,000 (calculated using the exchange rate set out in the section headed "Information about this Prospectus and the Global Offering—Exchange Rate Conversion" in the final prospectus of the Company) (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 200 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering (if any), the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for 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. The Company and Huatai have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion to ensure compliance with (i) Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company on the Listing Date, (ii) the minimum public float requirement under Rule 19A.13A or as otherwise approved by the Stock Exchange, (iii) the minimum free float requirement under Rule 19A.13C of the Listing Rules, or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, which provides that at least 40% of the total number of shares initially offered in the Global Offering must be allocated to investors in the placing tranche (other than cornerstone investors). Further, Huatai and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2
PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	MC-366651
Business registration number:	N/A
Principal activities:	The Investor seeks to achieve its principal investment objective through investing primarily in equity and equity-related securities. The Investor will adopt an active and fundamental investment approach as part of its equity long-short strategy in managing the assets of the Investor.
Ultimate controlling shareholder:	N/A
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration 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:	Stoneylake Global Alpha Fund ("Stoneylake Global") is an exempted company incorporated in the Cayman Islands with limited liability in September 2020. The principal investment objective of Stoneylake Global is to maximize

	long-term capital growth through active investment in the financial markets, and it maintains a well-distributed shareholder base with no ultimate beneficial owner holding 30% or more of the ownership interest in Stoneylake Global. Stoneylake Global is an investment fund managed on a discretionary basis by its fund manager, Stoneylake Asset (Cayman) Limited, of which Mr. Zhang Fan (張帆), an Independent Third Party, holds more than 30% ownership interests therein. Save for Mr. Zhang, there is no other beneficial owner holding 30% or more of the ownership interest in Stoneylake Asset (Cayman) Limited.
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

December 29, 2025

YUNNAN JINXUN RESOURCES CO., LTD.

AND

NR 1 SP, A SEGREGATED PORTFOLIO OF NORTH ROCK SPC

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATIONS 1
2. INVESTMENT 6
3. CLOSING CONDITIONS 7
4. CLOSING 9
5. RESTRICTIONS ON THE INVESTOR 10
6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 12
7. TERMINATION 22
8. ANNOUNCEMENTS AND CONFIDENTIALITY 23
9. NOTICES 24
10. GENERAL 25
11. GOVERNING LAW AND JURISDICTION 27
12. IMMUNITY 27
13. PROCESS AGENT 28
14. COUNTERPARTS 28

SCHEDULE 1 INVESTOR SHARES S1-1

SCHEDULE 2 PARTICULARS OF INVESTOR S2-1

THIS AGREEMENT (this "**Agreement**") is made on December 29, 2025

BETWEEN:

(1) **Yunnan Jinxun Resources Co., Ltd.**, a company incorporated in the PRC with limited liability which was converted into a joint stock company with limited liability, whose registered office is at 3/F, Block B, No. 1389 Changyuan North Road, Gaoxin District, Kunming, Yunnan Province, PRC (the "**Company**");

(2) **NR 1 SP, a segregated portfolio of North Rock SPC**, a company incorporated in the Cayman Islands whose registered office is at c/o Maples Corporate Services Limited, Ugland House, P.O. Box 309, George Town KY1 1104, Cayman Islands (the "**Investor**"); and

(3) **Huatai Financial Holdings (Hong Kong) Limited**, whose registered office is at 62/F, The Center, 99 Queen's Road Central, Hong Kong ("**Huatai**" or the "**Sole Sponsor**").

WHEREAS:

(A) The Company has made an application for the listing of its Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising (i) an offer of Shares to the public in Hong Kong (subject to adjustment) (the "**Hong Kong Public Offering**") and (ii) a conditional placing of Shares subject to adjustment and the Over-allotment Option (as defined below)) to investors outside the United States (including professional and institutional investors in Hong Kong) in accordance with Regulation S pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act (the "**International Offering**").

(B) Huatai is acting as the sole sponsor of the Company (the "**Sole Sponsor**"), the sponsor-overall coordinator (the "**Sponsor-Overall Coordinator**") and one of the Overall Coordinators (as defined below) 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 recitals and schedules, each of the following terms and expressions shall, unless the context suggests otherwise, have the following meanings:

"**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;

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

"**business day**" means any day (other than Saturday, 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 book-building 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;

"**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);

"**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, as amended, supplemented or otherwise modified from time to time;

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;

(i) (A) 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), whether directly or indirectly and whether conditionally or unconditionally; or (B) 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 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 in 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 an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority, department 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;

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

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

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

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

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

"**Investor-related Information**" has the meaning given to it in clause 6.2(j);

"**Investor Shares**" means the number of 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 Huatai;

"**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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), 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), in each case, of the Aggregate Investment Amount;

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

"**Listing Guide**" means the "Guide for New Listing Applicants" published by the Stock Exchange in November 2023 which took effect on January 1, 2024, as amended, supplemented or otherwise modified from time to time;

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guides and other requirements of the Stock Exchange, each as amended, 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 Share (exclusive of Brokerage and Levies) at which the Shares are to be offered pursuant to the Global Offering;

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

"**Overall Coordinator(s)**" means Huatai and CLSA Limited, being the overall coordinators appointed by the Company in connection with its proposed listing on the Stock Exchange;

"**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, supplemented or otherwise modified from time to time;

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

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

"**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;

"**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;

"**Regulators**" has the meaning given to it in clause 6.2(j);

"**Regulation S**" means Regulation S under the Securities Act;

"**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);

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

"**SFC**" means the Securities and Futures Commission of Hong Kong;

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

"**Shares**" means the ordinary shares with a nominal value of RMB1.00 each in the share capital of the Company, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**subsidiary**" has the meaning given to it in the Listing Rules;

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.

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 the 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;

(ii) to any repealed statute or 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 organisation;

(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 jointly 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 jointly waived by the Company and Huatai) and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and Huatai 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 and through Huatai and/or its affiliates

in its capacities as 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 4.3.

2.2 The Investor may elect by notice in writing served to the Company and Huatai 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 a U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company and Huatai written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations 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 and Huatai the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company or Huatai 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 or Huatai first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

2.3 The exact number of the Investor Shares will be finally determined by the Company and Huatai (for themselves and on behalf of the other Overall Coordinator) in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the respective obligations of the Company and Huatai 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 jointly 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 jointly waived by the Company and Huatai) 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 pursuant to the underwriting agreements to be entered into by, amongst others, the Company and Huatai (for themselves and on behalf of the other Overall Coordinator and the other underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Shares (including the Investor Shares as well as other applicable waivers and approvals and those in connection with the subscription by the Investor of the Investor Shares) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;

(d) 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;

(e) 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 Shares on the Stock Exchange; and

(f) the representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly 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 jointly waived by the Company and Huatai) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor and Huatai), the obligation of the Investor to subscribe for, and the respective obligations of the Company and Huatai 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 and/or Huatai shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be as set forth in the Public Documents, and no liability of the Company or Huatai 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 will not be as set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company and/or Huatai or their respective subsidiaries, affiliates, officers, directors,

employees, staff, associates, partners, agents, advisors 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 that the Offer Price is not as 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 Huatai (and/or its affiliates) in their capacities as 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 Huatai.

4.2 In the event that, in the opinion of the Company, the Sole Sponsor and Huatai (for themselves and on behalf of the other Overall Coordinator), the requirements under (i) Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company, (ii) Rule 19A.13A of the Listing Rules, which requires that there must be an open market in the Shares, (iii) Rule 19A.13C of the Listing Rules, which requires that there must be sufficient Shares that are held by the public and available for trading upon Listing Date; and/or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, may not be complied with on the Listing Date, the Company and Huatai have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08, Rule 19A.13A and Rule 19A.13C of the Listing Rules. Further, Huatai and the Company shall have the right to adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with the Listing Rules.

4.3 Regardless of the time and manner of the delivery of the Investor Shares, 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 Huatai) by same day value credit at or before 5:30 p.m. (Hong Kong time) on three (3) business days 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 Huatai (for themselves and on behalf of the other Overall Coordinator) 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.

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.3, 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 Huatai in writing no later than three (3) business days prior to the Listing Date.

4.5 Without prejudice to clause 4.2, delivery of the Investor Shares may also be made in any other manner which the Company, Huatai and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised, and the payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.

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 and Huatai 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 and Huatai shall cease and terminate (but without prejudice to any claim which the Company and Huatai may have against the Investor arising out of its failure to comply with its obligations under this Agreement).The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 Each of the Company and Huatai and their respective affiliates, subsidiaries, officers, directors, employees, staff, associates, partners, agents, advisors and representatives (as the case may be) shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company and Huatai (as the case may be), including but not limited to acts of God, flood, war (whether declared), government rules in relation to pandemic or outbreak of disease, terrorism, fire, riot, revolt, civil commotion, epidemic or pandemic (including but not limited to SARS, H5N1, MERS and COVID-19), outbreaks, escalation, mutation or aggravation of diseases, calamity, crisis, public disorder, earthquake, tsunami, volcanic eruption, other natural disasters, outbreak or escalation of hostilities (whether or not war is declared), declaration of a regional, national or international emergency, economic sanctions, political change, paralysis in government operations, interruption or delay or severe disruption in transportation, strike, lockout, other industrial action, general failure of electricity and other supply, collision, technical failure, unexpected failure, mechanical failure, electrical failure, computer failure, failure of banking system, embargo, labour dispute, any change in any existing or future laws or any existing or future act of government or the like, and in such event, the Company and Huatai 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 and Huatai shall cease and terminate; provided that termination of this Agreement pursuant to this clause 4.7 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.

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 Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company and Huatai (for themselves and on behalf of the other Overall Coordinator), 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 security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (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; (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) or (iii) above.

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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company and Huatai) 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 restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company and Huatai 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 restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company and Huatai in terms satisfactory to them) agreeing to, and the Investor undertakes to procure such wholly-owned subsidiary to agree 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 acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not a U.S. Person; located outside the United States and (ii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company and Huatai the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares 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") at all times during the Lock-Up Period, and it will not become a core connected person of the Company. The Investor agrees that in the event that the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares of the Company exceeds 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder", or such other percentage which shall render the shareholding of the Investor to not be perceived under the Listing Rules or by the Stock Exchange as being held in the hands of the public), the Investor shall as soon as practicable provide a written notification to the Company and Huatai with respect to the circumstance. Upon and following the Listing Date, the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares of the Company will not result in

the percentage of the Shares held by the public shareholders being less than the required percentage under Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules or other percentage as may be approved by the Stock Exchange and applicable to the Company and notified to Investor in writing.

5.4 The Investor agrees that the Investor's holding of the Company's share capital and entering into this Agreement is on a proprietary investment basis, and to, upon reasonable request by the Company and/or Huatai, provide reasonable evidence to the Company and Huatai showing that the Investor's holding of the Company's share capital and entering into this Agreement is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for Shares in the Global Offering (other than the Investor Shares) or make an application for Shares in the Hong Kong Public Offering unless such action is in compliance with the guidance set out in Chapter 4.15 of the Guide, the Listing Rules and other applicable Laws and/or regulations.

5.5 The Investor and its affiliates, associates, directors, officers, employees or agents shall not directly or indirectly enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither themselves nor their respective affiliates, directors, officers, employees, associates or agents have entered into or will enter into such arrangements or agreements.

6. THE INVESTOR WILL BE USING INTERNAL RESOURCES, WITHOUT OBTAINING ANY EXTERNAL FINANCING, TO FINANCE ITS SUBSCRIPTION FOR THE INVESTOR SHARES. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company and Huatai that:

(a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, subsidiaries, directors, 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 as 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 as 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 and Huatai 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 as 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 for 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;

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed to Huatai on FINI and all such information is true, complete and accurate in all material respects and is not misleading;

(d) the Offer Price is determined solely and exclusively by the Company and Huatai (for themselves and on behalf of the other Overall Coordinator and the other underwriters of the Global Offering) and the terms and conditions of the Global Offering, and the Investor shall not have any right to raise any objection thereto;

(e) the Investor Shares will be subscribed for by the Investor through Huatai and/or its affiliates in their capacities as representatives of the international underwriters of the International Offering;

(f) 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;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of the aforementioned persons;

(h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

(i) the Company, the Sole Sponsor and Huatai have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08, 19A.13A and 19A.13C of the Listing Rules;

(j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company and/or Huatai have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except pursuant to an exemption from, or in a transaction not subject to, any other applicable Laws;

(l) 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 under the Securities Act) in accordance with Regulation S and 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;

(m) it understands that none of the Company and Huatai or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that such subsidiary remains a directly or indirectly 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;

(o) 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 and its affiliates' (as the case may be) investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers 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(o)) 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(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the 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 the Listing Rules and any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives constitutes an invitation or offer or the solicitation 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 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);

(q) 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;

(r) 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 Shares or general solicitation or general advertising or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Shares;

(s) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company or Huatai concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(t) 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 which may have been furnished to the Investor by or on behalf of the Company and/or Huatai (including their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates) on or before the date hereof, and none of the Company and Huatai and their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, 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 and Huatai and their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;

(u) none of Huatai, the CMIs, the other underwriters and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its

subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its respective directors, 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;

(v) 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;

(w) the Investor 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 Huatai or the underwriters in connection with the Global Offering and none of the Company and Huatai or their respective associates, subsidiaries, affiliates, directors, officers, partners, employees, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, legal, regulatory, financial, accounting, currency or other economic or other consequences of the subscription of the Investor Shares or in relation to any dealings in the Investor Shares;

(x) its understands that no public market now exists for the Investor Shares, and that the Company, Huatai, the CMIs, other underwriters involved in the Global Offering and their respective subsidiaries, associates, partners, affiliates, directors, officers, employees, advisors, agents or representatives and other parties participating in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

(y) any trading of the Shares by Investor shall comply with applicable Laws (including the SFO, the Listing Rules, the Securities Act and other restrictions on trading of the Shares under any applicable Laws or relevant rules of any competent stock exchange);

(z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company and Huatai any of their respective associates, subsidiaries, affiliates, directors, officers, employees, partners, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(aa) the Company and Huatai (for themselves and on behalf of the other Overall Coordinator) will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of the Shares being offered and the Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:30 p.m. (Hong Kong time) on three (3) business days prior to the Listing Date or such other date and time as agreed in accordance with clause 4.3;

(cc) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

(dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares;

(ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Sole Sponsor on the other hand in relation to the Global Offering, other than this Agreement entered into by the Investor;

6.2 The Investor further represents, warrants and undertakes to each of the Company and Huatai that as at the date of this Agreement:

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition

precedent which has not been fulfilled or performed. All Approvals have not been 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, revoked, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company and Huatai in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the Investor shall provide, upon request, to the Company and/or Huatai and their respective affiliates as soon as reasonably practicable and to the extent legally permissible such information as may be required by the Stock Exchange and other Governmental Authority;

(i) 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 of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(j) 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 and/or Huatai, to the Stock Exchange, the SFC, the CSRC and/or 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 and/or the person ultimately responsible for the giving of the instruction relating to the subscription of the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription 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 the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company and Huatai and their respective affiliates, associates, subsidiaries, agents, directors, officers, employees, advisors, partners and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(k) 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;

(l) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Sole Sponsor or the CMIs of the Global Offering in connection with the transactions contemplated thereunder;

(m) 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;

(n) the Investor Shares is subscribing for the Investor Shares outside the United States in reliance on an "offshore transaction" within the meaning of Regulation Sand it is not a U.S. Person;

(o) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(p) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons of the Company and the Investor's subscription for the Investor Shares shall not constitute a "connected transaction" (as defined in the Listing Rules) and will not result in the Investor and its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity and will be using their own financial resources to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by any core connected person (as defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any such core connected person of the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of 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 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules; and (vi) have no connected relationship with the Company unless otherwise disclosed to the Company and Huatai in writing;

(q) each of the Investor, its beneficial owner(s) and/or associates is not (i) a "connected client" of any of the Overall Coordinators, the Sole Sponsor, the joint global coordinators, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors, or (ii) a "close associate" of any existing shareholder of the Company. 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, beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) save as previously notified to Huatai 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;

(u) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

(v) 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 Listing Guide and all relevant guidelines issued by the SFC and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;

(w) neither the Investor nor any of its affiliates, associates, directors, officers, employees or agents has accepted or entered into any arrangement or agreement, side letter or otherwise, from the Company, any member of the Group, or any of their respective affiliates, directors, officers, employees or agents in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, the Listing Rules or the Listing Guide;

(x) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of 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;

(y) the Investor will subscribe for the Investor Shares using its own funds 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;

(z) except as provided for in this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide, 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;

(aa) except as provided for in this Agreement, the Investor and its beneficial owners and/or associates have applied or will apply for any Share or have placed or will place an order through the book-building process under the Global Offering unless such action is in

compliance with the guidance set out in Chapter 4.15 of the Guide, the Listing Rules and other applicable Laws and/or regulations;

(bb) save as previously disclosed to the Company and Huatai 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 aggregate holding (direct or indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange.

6.3 The Investor represents and warrants to the Company and Huatai 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 and Huatai and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company and/or Huatai in connection with the Global Offering, insofar as necessary in the sole opinion of the Company and Huatai. 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 and/or Huatai to ensure its compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators 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.

6.4 The Investor understands that the representations, warranties, undertakings, agreements and acknowledgements in clauses 6.1, 6.2 and 6.3 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates, advisers, associates, directors, officers, employees, partners, representatives, 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 and Huatai 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, in which case any of the Company and Huatai is entitled to terminate this Agreement and not proceed with 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 and Huatai 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, 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 for the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach of this Agreement or any act or omission hereunder, by or caused by the Investor or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith. The provisions of this clause 6.5 shall survive the termination of this Agreement in all circumstances.

6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes to the Investor that:

(a) it has been duly incorporated and is validly existing under the laws of the jurisdiction of its incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

(c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.5 and 4.6, 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 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, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Section 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, 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; and

(f) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates is a Covered Foreign Person or engaged in Covered Activities, as defined in the U.S. Outbound Investment Final Rule (implementing Executive Order 14105 "Addressing United States Investments in Certain National Security Technologies and Products in Countries of Concern" (August 9, 2023).

6.8 The Company and Huatai acknowledge, confirm and agree 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 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 Huatai, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor's wholly-owned subsidiary (in the event of the Investor's subscription for the Investor Shares through a wholly-owned subsidiary of the Investor pursuant to clause 2.2) (including a material breach of the representations, warranties, undertakings and confirmations 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 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 7.3 and 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights of the Company and Huatai (including their respective affiliates, associates, directors, officers, employees, representatives, counsels and so forth) against the Investor in respect of the terms herein at or prior to such termination and, for the avoidance of doubt, the Investor shall not claim against other Parties following such termination.

7.3 Clauses 6.5, 8.1, 10, 11, 12 and 13 and the indemnity obligations of the Investor under this Agreement shall survive the termination of this Agreement in all circumstances.

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, Huatai 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 and/or Huatai 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, documents on display and other announcements to be issued by or on behalf of the Company and/or the Huatai in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including, without limitation, 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 for 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 and Huatai in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company and Huatai 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 and Huatai r and their respective counsels.

8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company or Huatai) 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 and Huatai to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange and the SFC. Without prejudice to clause 8.3, 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 Sole Sponsor, each of 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 English and/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: 40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong

Email: yuanmei@jinxunec.com

Attention: Ms. Yuan Mei

If to the Investor, to: NR 1 SP, a segregated portfolio of North Rock SPC

Address: c/o North Rock Capital Management (HK) Limited, 28/F LHT Tower, 31 Queen's Road, Central Hong Kong

Email: capitalmarkets@northrockllc.com (*with respect to any notices of a legal nature, a mandatory copy to legal@northrockllc.com*)

Attention: Mr. Alen Lai

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: project121@htsc.com

Attention: Project 121 Team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by facsimile or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, if sent by email, when the email is sent unless the sender receives an automated message that the email has not been delivered, if sent by facsimile, on receipt of confirmation of transmission 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 Sole Sponsor and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). Huatai will not be liable for any failure on the part of any of the other parties to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other parties to enforce the terms of this Agreement. Notwithstanding the foregoing, Huatai shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other parties, to the extent permitted by applicable Laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and Huatai shall be conclusive 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 4.3 of this Agreement and for the purposes of this Agreement for the purposes of this Agreement.

10.4 The Investor, the Company and Huatai 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. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.

10.6 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.

10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.8 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.9 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.10 To the extent otherwise set out in this clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement; and

(b) this Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).

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

10.12 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.14 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other

person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring of Huatai, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of the respective warranties made by the Investor on or before the Listing Date, the Company and Huatai shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.16 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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, difference, claim or non-contractual dispute arising out of or in connection with this Agreement, or the existence, breach, termination, interpretation, performance or invalidity thereof, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. 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 registered 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 North Rock Capital Management (HK) Limited at LHT Tower, 28th Floor, 31 Queen's Road 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 and Huatai, and to deliver to the Company and Huatai a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

14. **COUNTERPARTS**

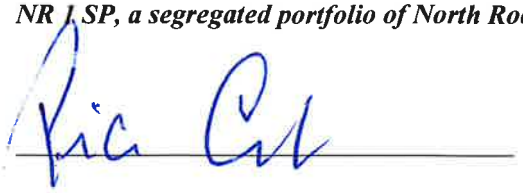
14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail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

SIGNED BY Yuan Rong)
for and on behalf of)
Yunnan Jinxun Resources Co., Ltd.)

袁荣

SIGNED BY)
for and on behalf of)

NR 1 SP, a segregated portfolio of North Rock SPC)



By: Pierce Archer

Title: Authorized Signatory

SIGNED BY)
for and on behalf of)
HUATAI FINANCIAL HOLDINGS)
(HONG KONG) LIMITED)

SCHEDULE 1
INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 8,000,000 (calculated using the exchange rate set out in the section headed "Information about this Prospectus and the Global Offering—Currency Translations" in the final prospectus of the Company (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 200 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering (if any), the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for 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. The Company and Huatai have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion to ensure compliance with (i) Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company on the Listing Date, (ii) the minimum public float requirement under Rule 19A.13A or as otherwise approved by the Stock Exchange, (iii) the minimum free float requirement under Rule 19A.13C of the Listing Rules, or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, which provides that at least 40% of the total number of shares initially offered in the Global Offering must be allocated to investors in the placing tranche (other than cornerstone investors). Further, Huatai and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2
PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	MC 268192
Business registration number:	MC 268192
Principal activities:	Equities focused, global multi-manager hedge fund
Ultimate controlling shareholder:	N/A
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration 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:	NR 1 SP ("**NR 1 SP**") is a hedge fund and segregated portfolio of North Rock SPC (the "**North Rock Fund**"), which is an exempted company incorporated in the Cayman Islands and registered as a segregated portfolio company under the Cayman Companies Act (as amended). The investment program of the North Rock Fund, including NR 1 SP, is managed with complete discretion by its investment manager, North Rock Capital Management, LLC ("**North Rock**"), an Independent Third Party. North Rock is an investment management firm built upon a global multi-PM investment platform. North Rock deploys capital across a diversified set of relative value fundamental and quantitative equity focused portfolio manager teams ("**PM Teams**"). They principally seek to partner with sector and regional specialists that possess deep experience in a defined universe of securities and utilize that specialization and focus to pursue long term sustainable alpha. The focus of North Rock is to harness and manage the combined prowess of PM Teams to achieve high quality returns through idiosyncratic risk, with low dependence on market direction. Since the strategy's launch in March 2013, North Rock has grown to approximately US$5.7 billion in assets under management across more than 50 underlying PM Teams today. As of the Latest Practicable Date, there was no ultimate beneficial owner who has 30% or more beneficial ownership in NR 1 SP.
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)	Non-SFC authorized fund Cornerstone investor

December 29, 2025

YUNNAN JINXUN RESOURCES CO., LTD.

AND

CHINA ASSET MANAGEMENT (HONG KONG) LIMITED

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

CLSA LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATIONS 1
2. INVESTMENT 6
3. CLOSING CONDITIONS 7
4. CLOSING 9
5. RESTRICTIONS ON THE INVESTOR 10
6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 13
7. TERMINATION 23
8. ANNOUNCEMENTS AND CONFIDENTIALITY 24
9. NOTICES 25
10. GENERAL 26
11. GOVERNING LAW AND JURISDICTION 28
12. IMMUNITY 28
13. COUNTERPARTS 29

SCHEDULE 1 INVESTOR SHARES S1-1

SCHEDULE 2 PARTICULARS OF INVESTOR S2-1

THIS AGREEMENT (this "**Agreement**") is made on December 29, 2025

BETWEEN:

(1) **Yunnan Jinxun Resources Co., Ltd.**, a company incorporated in the PRC with limited liability which was converted into a joint stock company with limited liability, whose registered office is at 3/F, Block B, No. 1389 Changyuan North Road, Gaoxin District, Kunming, Yunnan Province, PRC (the "**Company**");

(2) **China Asset Management (Hong Kong) Limited**, a company incorporated in Hong Kong whose registered office is at 37/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong the "**Investor**");

(3) **Huatai Financial Holdings (Hong Kong) Limited**, whose registered office is at 62/F, The Center, 99 Queen's Road Central, Hong Kong ("**Huatai**" or the "**Sole Sponsor**"); and

(4) **CLSA Limited**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**", together with Huatai, the "**Overall Coordinators**").

WHEREAS:

(A) The Company has made an application for the listing of its Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising (i) an offer of Shares to the public in Hong Kong (subject to adjustment) (the "**Hong Kong Public Offering**") and (ii) a conditional placing of Shares subject to adjustment and the Over-allotment Option (as defined below)) to investors outside the United States (including professional and institutional investors in Hong Kong) in accordance with Regulation S pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act (the "**International Offering**").

(B) Huatai is acting as the sole sponsor of the Company (the "**Sole Sponsor**"), the sponsor-overall coordinator, and Huatai and CLSA 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 recitals and schedules, each of the following terms and expressions shall, unless the context suggests otherwise, have the following meanings:

"**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;

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

"**business day**" means any day (other than Saturday, 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 book-building 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;

"**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);

"**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, as amended, supplemented or otherwise modified from time to time;

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;

(i) (A) 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), whether directly or indirectly and whether conditionally or unconditionally; or (B) 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 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 in 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 an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority, department 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;

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

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

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

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

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

"**Investor-related Information**" has the meaning given to it in clause 6.2(j);

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

"**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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), 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), in each case, of the Aggregate Investment Amount;

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

"**Listing Guide**" means the "Guide for New Listing Applicants" published by the Stock Exchange in November 2023 which took effect on January 1, 2024, as amended, supplemented or otherwise modified from time to time;

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guides and other requirements of the Stock Exchange, each as amended, 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 Share (exclusive of Brokerage and Levies) at which the Shares are to be offered pursuant to the Global Offering;

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

"**Overall Coordinators**" has the meaning given to it in Recital (B);

"**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, supplemented or otherwise modified from time to time;

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

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

"**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;

"**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;

"**Regulators**" has the meaning given to it in clause 6.2(j);

"**Regulation S**" means Regulation S under the Securities Act;

"**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);

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

"**SFC**" means the Securities and Futures Commission of Hong Kong;

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

"**Shares**" means the ordinary shares with nominal value of RMB1.00 each in the share capital of the Company, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**subsidiary**" has the meaning given to it in the Listing Rules;

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.

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 the 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;

(ii) to any repealed statute or 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 organisation;

(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 jointly 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 jointly waived by the Company and the Overall Coordinators and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be

allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as 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 4.3.

2.2 The Investor may elect by notice in writing served to the Company and the Overall Coordinators 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 a U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company and the other Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations 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 and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

2.3 The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the respective obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly 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 jointly waived by the Company and the Overall Coordinators 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 pursuant to the underwriting agreements to be entered into by, amongst others, the Company and the Overall Coordinators;

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Shares (including the Investor Shares as well as other applicable waivers and approvals and those in connection with the subscription by the Investor of the Investor Shares) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;

(d) 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;

(e) 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 Shares on the Stock Exchange; and

(f) the respective representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly 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 jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to subscribe for, and the respective obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares 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 Overall Coordinators and/or the Sole Sponsor shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, confirmations and acknowledgements given by the Investor respectively 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 as set forth in the

Public Documents, and no liability of the Company, the Overall Coordinators or the Sole Sponsor 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 will not be as set forth in the Public Documents. The hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Sole Sponsor or their respective subsidiaries, affiliates, officers, directors, employees, staff, associates, partners, agents, advisors 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 that the Offer Price will be as 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 Overall Coordinators (and/or their affiliates) in their capacities as 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 Overall Coordinators.

4.2 In the event that, in the opinion of the Company, the Sole Sponsor and the Overall Coordinators, the requirements under (i) Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company, (ii) Rule 19A.13A of the Listing Rules, which requires that there must be an open market in the Shares, (iii) Rule 19A.13C of the Listing Rules, which requires that there must be sufficient Shares that are held by the public and available for trading upon Listing Date; and/or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, may not be complied with on the Listing Date, the Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08, Rule 19A.13A and Rule 19A.13C of the Listing Rules. Further, the Sole Sponsor, the Overall Coordinators and the Company shall have the right to adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with the Listing Rules.

4.3 Regardless of the time and manner of the delivery of the Investor Shares, 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 CLSA by same day value credit at or before 5:30 p.m. (Hong Kong time) on three (3) business days 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 CLSA in writing no later than three (3) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.3, 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 Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised,

and the payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 Each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, subsidiaries, officers, directors, employees, staff, associates, partners, agents, advisors and representatives (as the case may be) shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, the Sole Sponsor or the Overall Coordinators (as the case may be), including but not limited to acts of God, flood, war (whether declared), government rules in relation to pandemic or outbreak of disease, terrorism, fire, riot, revolt, civil commotion, epidemic or pandemic (including but not limited to SARS, H5N1, MERS and COVID-19), outbreaks, escalation, mutation or aggravation of diseases, calamity, crisis, public disorder, earthquake, tsunami, volcanic eruption, other natural disasters, outbreak or escalation of hostilities (whether or not war is declared), declaration of a regional, national or international emergency, economic sanctions, political change, paralysis in government operations, interruption or delay or severe disruption in transportation, strike, lockout, other industrial action, work stoppage, or other forms of resignation and strike, general failure of electricity and other supply, collision, technical failure, unexpected failure, mechanical failure, electrical failure, computer failure, failure of banking system, embargo, labour dispute, any change in any existing or future laws or any existing or future act of government or the like, and in such event, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate; provided that termination of this Agreement pursuant to this clause 4.8 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.

5. RESTRICTIONS ON THE INVESTOR

5.1 Subject to clause 5.3, the Investor agrees, covenants with and undertakes to the Company the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company and the Overall Coordinators, 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 (inclusive of 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 security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (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; (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) or (iii) above.

5.2 The Company, the Overall Coordinators and the Sole Sponsor acknowledge that, the Investor may dispose of any Relevant Shares at any time after expiration of the Lock-up Period, provided that such Investor shall, prior to the disposal, provide a written notification to each of the Company, the Overall Coordinators and the Sole Sponsor and shall ensure that any such disposal will not create a disorderly or false market in the Shares and is otherwise in compliance with all the applicable laws, rules and regulations in all competent jurisdictions in relation to the securities trading (including the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the SFO, the Listing Rules and all applicable laws).

5.3 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 or any funds of which the Investor acts as the general partner/fund manager, provided that, in all cases:

(a) no less than ten (10) business days' prior written notice of such transfer is provided to the Company, the Overall Coordinators and the Sole Sponsor, which contains the identity of the relevant subsidiary/fund (including but not limited to the place of incorporation, registration number and business registration number, as applicable), its relationship with the Investor and the business of such subsidiary/fund, and such evidence to prove the prospective transferee is the wholly-owned subsidiary of the Investor (or a fund of which the Investor acts as the general partner/fund manager, as the case may be) as the Company, the Overall Coordinators and the Sole Sponsor may reasonably require;

(b) prior to such transfer, such wholly-owned subsidiary/fund gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary/fund will, be bound by the Investor's obligations under this Agreement, including the 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/fund shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor (or a fund of which the Investor acts as the general partner/fund manager, as the case may be) 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/fund ceases or will cease to be a wholly-owned subsidiary of the Investor (or a fund of which the Investor acts as the general partner/fund manager, as the case may be), 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 (or a fund of which the Investor acts as the general partner/fund manager, as the case may be), which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the

Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure such wholly-owned subsidiary/fund to agree 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 acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary/fund 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/fund is (i) not a U.S. Person; located outside the United States and (ii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company and the Overall Coordinators,the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares 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") at all times, and it will not become a core connected person of the Company. The Investor agrees that in the event that the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares of the Company might become or exceed 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder", or such other percentage which shall render the shareholding of the Investor to not be perceived under the Listing Rules or by the Stock Exchange as being held in the hands of the public), the Investor shall as soon as practicable provide a written notification to the Company, the Overall Coordinators and the Sole Sponsor with respect to the circumstance. Upon and following the Listing Date, the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares of the Company will not result in the percentage of the Shares held by the public shareholders being less than the required percentage under Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules or other percentage as may be approved by the Stock Exchange and applicable to the Company.

5.5 The Investor agrees that the Investor's holding of the Company's share capital and entering into this Agreement is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor showing that the Investor's holding of the Company's share capital and entering into this Agreement 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 H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering unless such action is in compliance with the guidance set out in Chapter 4.15 of the Guide, the Listing Rules and other applicable Laws and/or regulations.

5.6 The Investor and its affiliates, associates, directors, officers, employees or agents shall not directly or indirectly enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the substantial shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither themselves nor their respective affiliates, directors, officers, employees, associates or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:

(a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, subsidiaries, directors, 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 as 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 as 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 Overall Coordinators and the Sole Sponsor 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 as 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 for 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;

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed to the Overall Coordinators on FINI and all such information is true, complete and accurate in all respects and is not misleading;

(d) the Offer Price is determined solely and exclusively by the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) and the terms and conditions of the Global Offering, and the Investor shall not have any right to raise any objection thereto;

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

(f) 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;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of the aforementioned persons;

(h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

(i) the Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08, 19A.13A and 19A.13C of the Listing Rules;

(j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except pursuant to an exemption from, or in a transaction not subject to, any other applicable Laws;

(l) 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 under the Securities Act) in accordance with Regulation S and 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;

(m) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(n) except as provided for under clause 5.3, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that such subsidiary remains a directly or indirectly 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;

(o) 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 and its affiliates' (as the case may be) investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers 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(o)) 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(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the 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 the Listing Rules and any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives constitutes an invitation or offer or the solicitation 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 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);

(q) 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;

(r) 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 Shares or general solicitation or general advertising or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Shares;

(s) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(t) 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 which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;

(u) none of the Overall Coordinators, the Sole Sponsor, the CMIs, the other underwriters and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its respective directors, 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;

(v) 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;

(w) the Investor 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 Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, subsidiaries, affiliates, directors, officers, partners, employees, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, legal, regulatory, financial, accounting, currency or other economic or other consequences of the subscription of the Investor Shares or in relation to any dealings in the Investor Shares;

(x) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor, the CMIs, other underwriters involved in the Global Offering and their respective subsidiaries, associates, partners, affiliates, directors, officers, employees, advisors, agents or representatives and other parties participating in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

(y) any trading of the Shares shall comply with applicable Laws (including the SFO, the Listing Rules, the Securities Act and other restrictions on trading of the Shares under any applicable Laws or relevant rules of any competent stock exchange);

(z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor, any of their respective associates, subsidiaries, affiliates, directors, officers, employees, partners, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of the Shares being offered and the Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:30 p.m. (Hong Kong time) on three (3) business days prior to the Listing Date or such other date and time as agreed in accordance with clause 4.3;

(cc) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

(dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares; and

(ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Sole Sponsor on the other hand in relation to the Global Offering, other than this Agreement entered into by the Investor.

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

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been 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, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the Investor shall provide, upon request, to the Company, the Sole Sponsor and/or the Overall Coordinators and their respective affiliates as soon as reasonably practicable and to the extent legally permissible such information as may be required by the Stock Exchange and other Governmental Authority;

(i) 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 of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding

upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(j) 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 Overall Coordinators and/or the Sole Sponsor, to the Stock Exchange, the SFC, the CSRC and/or 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 and/or the person ultimately responsible for the giving of the instruction relating to the subscription of the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription 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 the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, associates, subsidiaries, agents, directors, officers, employees, advisors, partners and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(k) 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;

(l) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Sole Sponsor or the CMIs of the Global Offering in connection with the transactions contemplated thereunder;

(m) 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;

(n) the Investor is subscribing the Investor Shares outside the United States in reliance on an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;

(o) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(p) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons of the Company and the Investor's subscription for the Investor Shares shall not constitute a "connected transaction" (as defined in the Listing Rules) and will not result in the Investor and its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity and will be using their own financial resources to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by any core connected person (as defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any such core connected person of the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of 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 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules; and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing;

(q) each of the Investor, its beneficial owner(s) and/or associates is not (i) a "connected client" of any of the Overall Coordinators, the Sole Sponsor, the joint global coordinators, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors (except for CLSA, where the Investor is a connected client of CLSA by virtue of the Investor being a member of the same group of companies as CLSA, and a waiver or consent has been obtained from the Stock Exchange prior to the Investor's subscription of the Investor Shares, or (ii) a "close associate" of any existing shareholder of the Company. The terms "**connected client**" 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, beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") 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;

(u) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

(v) 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 Listing Guide and all relevant guidelines issued by the SFC and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;

(w) neither the Investor nor any of its affiliates, associates, directors, officers, employees or agents has accepted or entered into any arrangement or agreement, side letter or otherwise, from the Company, any member of the Group, or any of their respective affiliates, directors, officers, employees or agents in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, the Listing Rules or the Listing Guide;

(x) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of 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;

(y) the Investor will subscribe for the Investor Shares using its own funds 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;

(z) except as provided for in this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide, 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;

(aa) except as provided for in this Agreement, the Investor and its beneficial owners and/or associates have applied or will apply for any Share or have placed or will place an order through the book-building process under the Global Offering unless such action is in compliance with the guidance set out in Chapter 4.15 of the Guide, the Listing Rules and other applicable Laws and/or regulations;

(bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

(cc) the aggregate holding (direct or indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor and

their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators 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.

6.4 The Investor understands that the representations, warranties, undertakings, agreements and acknowledgements in clauses 6.1, 6.2 and 6.3 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates, advisers, associates, directors, officers, employees, partners, representatives, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor 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, in which case any of the Company, the Overall Coordinators and the Sole Sponsor is entitled to terminate this Agreement and not proceed with 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 Overall Coordinators, the Sole Sponsor 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, 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 for 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 its respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith. The provisions of this clause 6.5 shall survive the termination of this Agreement in all circumstances.

6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be

construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes to the Investor that:

(a) it has been duly incorporated and is validly existing under the laws of the jurisdiction of its incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

(c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.5 and 4.6, 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 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, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Section 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, officers, employees or agents; and

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, 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.

6.8 The Company and the Overall Coordinators acknowledge, confirm and agree 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 Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.7 or 4.8;

(b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor's wholly-owned subsidiary (in the event of the Investor's subscription for the Investor Shares through a wholly-owned subsidiary of the Investor pursuant to clause 2.2) (including a material breach of the representations, warranties, undertakings and confirmations 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 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 7.3 and 11 set forth below) shall cease and no Party shall have any claim against any other Parties without

prejudice to the accrued rights of the Company, the Overall Coordinators and the Sole Sponsor (including their respective affiliates, associates, directors, officers, employees, representatives, counsels and so forth) against the Investor in respect of the terms herein at or prior to such termination and, for the avoidance of doubt, the Investor shall not claim against other Parties following such termination.

7.3 Clauses 6.5, 8.1, 10, 11 and 12, and the indemnity obligations of the Investor under this Agreement shall survive the termination of this Agreement in all circumstances.

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 Overall Coordinators, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor 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, documents on display and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including, without limitation, 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 for display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true,

complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor and their respective counsels.

8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange and the SFC. Without prejudice to clause 8.3, 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 Sole Sponsor, 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 English and/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: 40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong

Email: yuanmei@jinxunec.com

Attention: Ms. Yuan Mei

If to the Investor, to:

Address: 37/F, Bank of China Tower, 1 Garden Road, Hong Kong

Email: aaron.song@chinaamc.com.hk

Facsimile: (852) 3406 8545

Attention: Aaron Song

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: project121@htsc.com

Attention: Project 121 Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Email: Project121@CLSA.com

Facsimile: +852 2169 0801

Attention: Project 121 Deal Team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by facsimile or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, if sent by email, when the email is sent unless the sender receives an automated message that the email has not been delivered, if sent by facsimile, on receipt of confirmation of transmission 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 Sole Sponsor and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Sole Sponsor and the Overall Coordinators will be liable for any failure on the part of any of the other Sole Sponsor or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Sole Sponsor or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Sponsor and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Sole Sponsor or 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 Overall Coordinators shall be conclusive 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 4.3 of this Agreement and for the purposes of this Agreement for the purposes of this Agreement.

10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor 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. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.

10.6 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.

10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.8 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.9 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.10 To the extent otherwise set out in this clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement; and

(b) this Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).

10.11 Each of the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or Sole Sponsor shall severally, but not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.12 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.14 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring of the Overall Coordinators or Sole Sponsor, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Sole Sponsor shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.16 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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, difference, claim or non-contractual dispute arising out of or in connection with this Agreement, or the existence, breach, termination, interpretation, performance or invalidity thereof, 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 law of this arbitration clause shall be Hong Kong law. The place of arbitration shall be Hong Kong. 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), 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.

SIGNED BY Yuan Rong)
for and on behalf of)
Yunnan Jinxun Resources Co., Ltd.)

袁荣

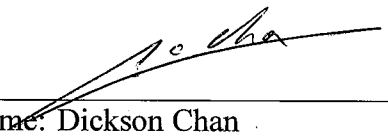
SIGNED BY Jun Zhang, Authorised Signatory)
for and on behalf of)
China Asset Management (Hong Kong) Limited)

SIGNED BY Sunny POON, Authorised Signatory)
for and on behalf of)
China Asset Management (Hong Kong) Limited)

SIGNED BY)
for and on behalf of)
HUATAI FINANCIAL HOLDINGS)
(HONG KONG) LIMITED)

FOR AND ON BEHALF OF:

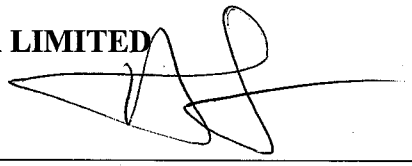
CLSA LIMITED



Name: Dickson Chan
Title: Managing Director

FOR AND ON BEHALF OF:

CLSA LIMITED



Name: Heung Li
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 exchange rate set out in the section headed "Information about this Prospectus and the Global Offering—Currency Translations" in the final prospectus of the Company) (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 200 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering (if any), the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for 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. The Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion to ensure compliance with (i) Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company on the Listing Date, (ii) the minimum public float requirement under Rule 19A.13A or as otherwise approved by the Stock Exchange, (iii) the minimum free float requirement under Rule 19A.13C of the Listing Rules, or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, which provides that at least 40% of the total number of shares initially offered in the Global Offering must be allocated to investors in the placing tranche (other than cornerstone investors). Further, the Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2
PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	1276502
Business registration number:	39848156-000-09-24-8
Principal activities:	Asset Management
Ultimate controlling shareholder:	CITIC Securities Company Limited
Place of incorporation of ultimate controlling shareholder:	People's Republic of China
Business registration number of ultimate controlling shareholder:	National Enterprise Credit Information Publicity System Entity ID: 914403001017814402
Principal activities of ultimate controlling shareholder:	Security
Shareholder and interests held:：	ChinaAMC (Hong Kong) Limited is a wholly-owned subsidiary of China Asset Management Limited ("ChinaAMC"). The shareholder structure of the parent company, ChinaAMC, includes CITIC Securities Company Limited (62.2%), Mackenzie Investments (27.8%), and Qatar Investment Authority (10.0%)
Description of the Investor for insertion in the Prospectus:	China Asset Management (Hong Kong) Limited ("ChinaAMC (HK)") is a wholly-owned subsidiary of China Asset Management Co., Ltd., ("ChinaAMC"), which is owned as to 62.2% by CITIC Securities Company Limited (a company listed on the Shanghai Stock Exchange with stock code 600030 and on the Hong Kong Stock Exchange with stock code 6030). No other shareholder holds 30% or more equity interest in ChinaAMC. ChinaAMC (HK) will hold the Offer Shares subscribed through the Cornerstone Placing in its capacity as the discretionary fund manager on behalf of underlying clients, each of which is, to the best knowledge and belief and after due enquiry of ChinaAMC (HK), an Independent Third Party, ChinaAMC (HK), CLSA Limited and the companies which are members of the same group of CLSA Limited. No one holds 30% or more interest in any of the underlying funds of ChinaAMC (HK). As a top Chinese fund management company in Hong Kong, ChinaAMC (HK) is committed to developing offshore and cross-border asset management businesses by leveraging the expertise of its experienced investment and research teams and its

	shareholder companies' resources, services and connections in Mainland China. ChinaAMC provides a full range of services to retail and institutional investors home and abroad, covering equity, fixed income, money markets, etc. ChinaAMC is one of the largest asset managers in China and provides services to National Social Security Fund, corporate pensions, separate accounts, sovereign funds in Europe, America, and Asia, central banks, pensions, banks, asset managers, securities companies and other overseas institutional clients.
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 Connected client

2025年12月29日

云南金浔资源股份有限公司

和

New Asia Ferrell Asset Management Limited
新亞洲富怡資產管理有限公司
代表其全权委托管理账户持有人

和

华泰金融控股（香港）有限公司

基石投资协议

---

1. 释义及诠释 1
2. 投资 6
3. 交割条件 7
4. 交割 8
5. 对投资者的限制 9
6. 承认、声明、承诺及保证 11
7. 终止 20
8. 公布及保密 20
9. 通知 21
10. 一般事项 22
11. 管辖法律及司法管辖权 24
12. 豁免 24
13. 副本 24
附表 1 投资者股份 S1-1
附表 2 投资者详情 S2-1

本协议（“**本协议**”）由以下各方于 2025 年 12 月 29 日订立

订约方为:

(1) **云南金浔资源股份有限公司**，一家于中国成立的有限责任公司，并改制为股份有限公司，其注册地址位于中国云南省昆明市高新区昌源北路 1389 号 B 座 3 层（“**公司**”）；

(2) **New Asia Ferrell Asset Management Limited 新亚洲富怡資產管理有限公司**，一家于香港 注册成立的公司，其注册办事处位于 Suite 930, 9/F Ocean Centre, Harbour City, 5 Canton Road, Kowloon, Hong Kong，**代表其全权委托管理账户持有人**（“**投资者**”）；及

(3) **华泰金融控股（香港）有限公司**，其注册办事处位于香港皇后大道中 99 号中环中心 62 楼（“**华泰**”或“**独家保荐人**”）。

鉴于:

(A) 公司已申请通过全球发售（“**全球发售**”）方式将其股本于联交所（定义见下文）上市，包括(i) 向香港公众人士发售股份 (可予调整)（“**香港公开发售**”）和 (ii) 根据证券法项下有关注册要求的一项豁免或不受限于证券法注册要求的一项交易于美国境外根据 S 规例向投资人（包括香港的专业及机构投资者）有条件配售股份（可予调整及行使超额配股权（定义见下文））（“**国际发售**”）。

(B) 华泰担任公司的独家保荐人，保荐人－整体协调人和全球发售的整体协调人（定义见下文）之一。

(C) 投资者有意受限于及根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。

订约各方谨此同意以下各项:

1. **释义及诠释**

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

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

“**会财局**”等于香港会计及财务汇报局;

“**投资总额**”等于发售价乘以投资者股份数目的总金额;

“**批准**”具有第 6.2(g)条赋予该词的涵义;

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

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

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

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

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**资本市场中介人**”指操守准则中定义的负责股权资本市场交易中的账簿管理及配售活动的资本市场中介人；

“**操守准则**”指《证券及期货事务监察委员会持牌人或注册人操守准则》，经不时修订、补充或以其他方式修改；“**公司条例**”指香港法例第 622 章公司条例，经不时修订、补充或以其他方式修改；

“**公司（清盘及杂项条文）条例**”指香港法例第 32 章公司（清盘及杂项条文）条例，经不时修订、补充或以其他方式修改；

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

“**关联关系**”具有中国证监会备案规则赋予该词的涵义，且应据此作相应解释；

“**合约（第三者权利）条例**”指香港法例第 623 章合约（第三者权利）条例，经不时修订、补充或以其他方式修改；

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

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案**”指根据中国证监会备案规则及其他适用法律、法规及中国证监会的要求（包括但不限于中国证监会备案报告）向中国证监会作出或将作出的与全球发售有关或相关的任何及所有书面、口头或任何形式的信函、备案、函件、通讯、文件、回复、承诺和提交文件，包括上述任何修订、补充和/或修改；

“**中国证监会备案规则**”指由中国证监会发布并不时修订、补充或以其他方式修改的境内企业境外发行证券和上市管理试行办法及其配套指引；

“**处置**”就任何相关股份而言包括直接或间接；

(i) (A) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置任何法律或实益权益（包括设立或以任何协议设立或出售或授出或同意出

售或授出任何购股权或订立合同购买、认购、出借或以其他方式转让或处置任何认股权证或购买权利，或认购、出借或以其他方式转让或处置或购买或同意购买任何购股权、合同、认股权证或出售权利）（不论直接或间接及不论有条件或无条件）；或 (B) 创设于相关股份或可兑换为或可行使或交换有关相关股份的任何其他证券或代表有权收取有关相关股份的任何法律或实益权益，或在该等权益上增设任何性质的第三方权利，或订约进行前述事宜（不论直接或间接及不论有条件或无条件）；或

(ii) 订立任何掉期或其他安排，向另一方转让全部或部分该等相关股份的任何实益所有权或其中的任何权益或该等相关股份或其他证券的任何经济后果或所有权的附带事项或其中的任何权益；或

(iii) 订立任何其他直接或间接与上文(i)及(ii)项所述任何交易具有相同经济影响的交易；或

(iv) 同意或签署合同或公开宣布有意订立上文(i)、(ii)及(iii)项所述的任何交易，且在各种情况下，不论任何上文(i)、(ii)及(iii)项所述的交易是否通过交付相关股份或其他可转换为或可行使或交换相关股份的证券、现金或以其他方式结算；并且“**处置**”应按此定义诠释；

“**FINI**”具有上市规则赋予该词的涵义；

“**全球发售**”具有序文(A)项赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会、执委会、团体、机关、部门或机构或任何证券交易所、自我规管机构或其他非政府监管机构，或任何法院、司法机构、仲裁庭或仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家（包括但不限于联交所、证监会及中国证监会）；

“**集团**”指公司及其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有序文(A)项赋予该词的涵义；

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

“**国际发售**”具有序文(A)项赋予该词的涵义；

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

“**投资者相关信息**”具有第 6.2(j)条赋予该词的涵义；

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

“**法律**”指所有相关司法辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的法律、法例、成文法、条例、措施、规定、法规、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

“**征费**”指投资总额的0.00015%（或于上市日期有效的交易费）作为会财局交易征费，投资总额的0.0027%（或于上市日期有效的交易征费）作为证监会交易征费，及投资总额的0.00565%（或于上市日期有效的交易费）作为联交所交易费；

“**上市日期**”指股份首次于联交所主板上市的日期；

“**上市指南**”指联交所于2023年11月所发布并于2024年1月1日生效的《新上市申请人指南》，经不时修订、补充或以其他方式修改；

“**上市规则**”指香港联合交易所有限公司证券上市规则，以及联交所上市决定、指引及其他规定（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第 5.1 条赋予该词的涵义；

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

“**超额配股权**”具有国际发售通函赋予该词的涵义；

“**整体协调人**”指华泰及中信里昂证券有限公司，为公司就其拟于联交所上市而委任的整体协调人；

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

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

“**初步发售通函**”指公司预期就国际发售而向有意向的投资人（包括投资者）刊发的初步发售通函（经不时修订、补充或以其他方式修改）；

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

“**招股书**”指公司就香港公开发售而在香港刊发的最终招股书；

“**自营投资基础**”指投资者为自身账户和投资目的而非代表任何第三方而进行的投资，不论该等投资是否为了该投资者的任何股东或基金投资者的利益而进行；

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

“**监管机构**”具有第6.2(j)条所赋予的涵义;

“**S 规例**”指美国证券法项下的S 规例;

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

“**证券法**”指美国1933年证券法 (the United States Securities Act of 1933)（经不时修订、补充或以其他方式修改），以及根据该法制定的规则及规例;

“**证监会**”指香港证券及期货事务监察委员会;

“**证券及期货条例**”指香港法例第571章证券及期货条例，经不时修订、补充或以其他方式修改;

“**股份**”指公司股本中每股面值人民币1元的普通股，将以港元买卖并拟于联交所上市及交易;

“**联交所**”指香港联合交易所有限公司;

“**附属公司**”具有上市规则赋予该词的涵义;

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区;

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法下的S规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定:

(a) 所提述的“**条**”、“**款**”或“**附表**”乃指本协议的条、款或附表;

(b) 索引、条款及附表标题仅供说明之用，并不影响本协议的解释或释义;

(c) 序文及附表为本协议的组成部分，如同本协议的正文所订明者具有相同效力及效果，而任何对本协议的提述均包括序文及附表;

(d) 提述的单数词包括复数词，反之亦然，及表达特定性别的词语应当视为包括另一性别;

(e) 凡提及本协议或另一法律文书均包括它们的任何变更或替代性文件;

(f) 提述法规、法定条文、条例或规定时包括提述:

(i) 经不时合并、修订、补充、修改、重新颁布或被任何法规或法定条文所替代的该项法规、法定条文、条例或规定;

(ii) 其重新颁布（不论是否修订）时被废除的任何法规、法定条文、条例或规定；及

(iii) 其项下作出的任何附属立法；

(g) 凡提及“法规”包括任何政府、政府间或超国家机构、机构、部门或任何监管、自行监管或其他主管部门或组织的任何法规、规则、官方指令、意见、通知、通函、命令、要求或指南（无论是否具有法律效力）；

(h) 除非另有指明，所提述的时间及日期分别为香港时间及日期；

(i) 所提述的“**人士**”包括对个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机构、合资企业、组织或合伙企业（不论是否具有独立法律人格）的提述；

(j) 所提述的“**包括**”、“**包含**”及“**其中包括**”须分别解释为包括但不限于、包含但不限于以及其中包括但不限于；及

(k) 所提述的任何非香港司法辖区的任何行动、补救、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事宜的任何法律词汇视作包括该司法辖区内与相关香港法律词汇最相近的涵义。

2. **投资**

2.1 受限于下文第 3 条提述之条件的达成（或被各方共同豁免，但第 3.1(a)条、3.1(b)条、3.1(c)条、3.1(d)条及3.1(e)条载列的条件不可豁免，且第3.1(f)条所载的条件仅可由公司及华泰共同豁免），及在本协议其他条款及条件的规限下：

(a) 作为国际发售的一部分，投资者将通过华泰及／或其联属人士（以其作为国际发售相关部分的国际承销商的代表身份），按发售价认购投资者股份，且公司将发行、配发及配售且华泰将分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份予投资者；及

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

2.2 投资者可选择不迟于上市日期前三个营业日向公司及华泰发出书面通知，通过满足以下条件的投资者认购投资者股份：为专业投资者及 (i)不得为美国人士，(ii) 位于美国境外，及 (iii) 根据证券法下的 S 规例在美国境外交易中认购投资者股份，但前提是：

(a) 投资者须于该日期向公司及华泰提供书面确认函，表明其同意受投资者在本协议中作出的相同约定、声明、保证、承诺、承认和确认所约束，且投资者在本协议中作出的约定、声明、保证、承诺、承认和确认须视作由投资者为自身作出；及

(b) 投资者 (i) 向公司及华泰无条件及不可撤销地保证，投资者将妥善及按时履行及遵守其在本协议下的所有约定、义务、承诺、保证、陈述、弥偿、同意、承认、

确认及契诺；及 (ii) 承诺根据第 6.5 条向获弥偿各方作出悉数及有效弥偿，并按要求确保获弥偿各方一经要求即获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须一经要求即向公司或华泰支付在本协议下应付的任何款项，以及一经要求立即履行投资者在本协议下的任何义务，而无需公司或华泰率先对投资者或任何其他人士采取行动。

2.3 投资者股份的准确数目将由公司及整体协调人根据附表 1 最终厘定，该厘定将为最终决定并对投资者具约束力，但有明显错误除外。

3. **交割条件**

3.1 投资者根据本协议所述认购投资者股份的义务，以及公司及华泰各自根据第 2.1 条所述发行、配售、分配、配发及／或交付（视情况而定）或促致发行、配售、分配、配发及／或交付（视情况而定）投资者股份的义务仅于交割时或之前达成以下条件或获各方共同豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条、3.1(d)条及第 3.1(e)条所载的条件不可豁免，第 3.1(f)条所载的条件仅可由公司及华泰共同豁免）时方可作实：

(a) 香港公开发售和国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方同意的豁免或修订），且前述任何一份承销协议并未终止；

(b) 发售价已经根据将由公司及华泰（为其自身并代表其他整体协调人及其他全球发售的承销商）等签订的包销协议商定；

(c) 联交所上市委员会已批准股份（包括投资者股份以及其他适用的及与投资者认购投资者股份有关的豁免及批准）的上市及买卖，且有关批准、许可或豁免并无于股份于联交所开始买卖前撤回；

(d) 任何政府机关并未制定或颁布任何法律，禁止全球发售项下预期的交易或本协议拟进行的交易或其各自的完成，并且无具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易或其各自的完成；

(e) 中国证监会已接受中国证监会备案并在其网站公布有关中国证监会备案的备案结果，且已公布的该接受通知及/或备案结果在股份开始在联交所买卖前并无被拒绝、撤回、撤销或作废；及

(f) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面均是及将会是准确、真实及完整及不具误导性或欺骗性，且投资者没有违反本协议。

3.2 倘第 3.1 条所载各项条件并未于本协议日期后的第一百八十（180）天（或经公司、投资者及华泰可能书面同意的其他日期）内或之前达成或前述各项条件仍未获各方共同豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条、3.1(d)条及 3.1(e)条所载的条件不可豁免，第 3.1(f)条所载的条件仅可由公司及华泰共同豁免），则投资者认购投资者股份的义务，以及公司及华泰各自发行、配售、分配、配发及／或交付（视情况而定）或促致发行、配售、分配、配发及／或交付（视情况而定）投资者股份的义务将告终止，而投资者

根据本协议向任何其他方支付的任何款额将由该其他方不计利息在商业可行的情况下尽快退还予投资者，且本协议亦即时告终止及无效，而公司及／或华泰的所有义务与法律责任即时停止及终止，惟根据本第 3.2 条，终止本协议不会损害于本协议终止时或之前任何一方对其他各方就本协议条款已经发生的权利或责任。为免生疑问，本条内容概不构成给与投资者更正或补救到本条前述日期为止期间任何违反其各自在本协议项下作出的各项陈述、保证、承诺、确认及承认的权利。

3.3 投资者承认，概无保证全球发售将完成或不会延迟或终止或发售价将如公开文件规定，倘全球发售因任何原因延迟或终止、不继续进行或未于拟定日期及时间完成或根本无法完成或发售价将不同于公开文件规定，则公司或华泰概不对投资者承担任何责任。倘全球发售因任何原因延迟或终止、不继续进行或未于拟定日期及时间完成或根本无法完成或发售价不同于公开文件规定，投资者特此放弃对公司、及／或华泰或其各自的附属子公司、联属人士、高级人员、董事、雇员、员工、联系人、合伙人、代理、顾问及代表提出任何申索或采取任何行动的任何权利（如有）。

4. 交割

4.1 受限于第 3 条和本第 4 条，根据国际发售及作为其中一部分，投资者将通过华泰（及／或其联属人士）（作为国际发售有关部分的国际承销商的代表）按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，于公司及华泰确定的时间以其确定的方式被认购。

4.2 如果，根据公司及华泰(为其自身并代表其他整体协调人)的意见，于上市日期不能满足(i)上市规则第 8.08(3)条有关的规定（即公司持股量最高的三名公众股东实益拥有不超过 50%公众所持股份）及/或 (ii) 上市规则第 19A.13A 条的规定，股份必须有一个公开市场；(iii) 上市规则第 19A.13C 条的规定，上市日必须有足够股份由公众持有并可供交易；及／或(iv) 上市规则第 18 项应用指引第 3.2 段，则公司和华泰可全权酌情调整投资者认购的投资者股份的数量分配，以确保符合上市规则第 8.08 条、第 19A.13A 条及第 19A.13C 条的规定。此外，华泰及公司可全权酌情调整投资者股份数目，以符合上市规则的规定。

4.3 无论投资者股份的交付时间和方式如何，投资者应于上市日期前的三(3)个营业日下午五时半前（香港时间）以即时可用的港元资金将全数投资总额，连同相关经纪佣金及征费（不得作出任何扣减或抵销），电汇至华泰在不迟于上市日期前三(3)个营业日书面通知投资者的港元银行账户。有关通知将包括，但不限于，付款账户详情及投资者于本协议项下应付的款项总额。

4.4 受限于按照第 4.3 条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须通过以下方式进行：将投资者股份直接存入中央结算系统中的中央结算系统投资者参与者账户或中央结算系统股份账户，该等账户信息由投资者于不迟于上市日期前三(3)个营业日以书面形式告知华泰(为其自身并代表其他整体协调人)。

4.5 在不影响第 4.3 条的情况下，投资者股份的交付亦可以公司华泰及投资者书面协定的任何其他方式进行付款，但前提是投资者股份的交付不得迟于超额配股权可行使最后一

天后的 三个 (3) 营业日，且无论交付投资者股份的时间及方式如何，投资者股份的支付不得迟于上市日期上午 8 时（香港时间）。

4.6 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司及华泰各自保留全权酌情终止本协议的权利，而在此情况下，公司及华泰各自的所有义务及责任将实时告结束及终止（惟不损害公司及华泰因投资者未能履行其各自于本协议下的义务而可能向投资者提出任何申索的权利）。在任何情况下，投资者须就获弥偿各方可能根据第6.5条因投资者未能悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失、费用、开支、申索、责任、程序及损害赔偿承担全部责任，投资者并就此向获弥偿各方作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿，保证其不受侵害及适数获得弥偿。

4.7 倘公司、华泰及彼等各自的联属人士，附属子公司、管理人员、董事、雇员、职员、合伙人、代理、顾问和代表因其无法控制的情况（包括但不限于天灾、水灾、战争（不论是否宣战）、有关传染病或大规模流行病的政府规定、恐怖活动、火灾、暴乱、叛乱、民众暴动、流行病或大流行病（包括但不限于 SARS、H5N1、MERS 和 COVID-19）、疾病爆发、升级、变异或加重、灾难、危机、公共秩序混乱、地震、海啸、火山爆发、其他自然灾害、敌对行动的爆发或升级（无论是否宣布开战）、宣布地区、国家或国际紧急状态、经济制裁、政治变革、政府运作瘫痪、交通中断、延误或严重中断、罢工、停工、其他工业行动、停工、其他辞职罢工情形、电力或其他供应的一般故障、撞机、技术故障、意外故障或机械故障或电气故障、计算机故障或任何资金汇送系统故障、禁运、劳工纠纷及任何现行或日后法律、条例、法规的变动以及政府当前或日后工作法案的变化或类似的情形）或该等情况的发展、恶化等，无法履行或延迟履行本协议下的义务，则公司、华泰及彼等各自的联属人士（视情况而定）均无需就任何无法履行或延迟履行本协议下的义务的情形负责（不论是共同或个别），且在此情况下公司及华泰各自保留全权酌情终止本协议的权利，而在此情况下，公司及华泰各自的所有义务及责任将实时告结束及终止，惟根据本第 4.7 条，终止本协议不会损害于本协议终止时或之前任何一方对其他各方就本协议条款已经发生的权利或责任。

5. 对投资者的限制

5.1 受限于第 5.3 条，投资者代表其自身同意并向公司、整体协调人及独家保荐人承诺和保证，在未获公司及华泰（为其自身并代表其他整体协调人）事先书面同意前，其不会并会促使其联属人士不会于自上市日期起（包括上市日期）至上市日期后六(6)个月当日（包括该日）期间（“**禁售期**”）的任何时间直接或间接 (i) 以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表有权获得上述证券的证券，或同意、订立协议或公开宣布订立此类交易的意向；(ii) 允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 订立与任何上述交易直接或间接具有相同经济影响的任何交易；或 (iv) 同意或签约，或公开宣布有意达成上述 (i)、(ii) 或 (iii) 所述的任何此类交易。

5.2 公司及华泰确认，禁售期届满后，投资者可自由处置任何相关股份，但前提是投资者在处置前须书面通知公司及华泰，且须确保任何有关处置不会导致股份出现混乱或虚假市场，且在其他方面符合所有具有管辖权的司法管辖区的证券交易相关所有适用法律、法规及规则（包括公司条例、公司（清盘及杂项条文）条例、证券及期货条例、上市规则及所有适用法律）的规定。

5.3 在满足以下所有条件时，第 5.1 条所载任何规定均不会限制投资者向任何投资者的全资附属公司转让全部或部分相关股份：

(a) 提前不少于十(10)个营业日向公司及华泰发出该等转让的书面通知，该通知应包含相关附属子公司的身份（包括但不限于注册地、公司注册号码及商业登记号码）、其与投资者的关系及该附属子公司的业务，以及公司、整体协调人及独家保荐人合理要求的证明潜在受让方为投资者全资附属子公司的证据；

(b) 在有关转让之前，该全资附属公司以令公司及华泰酌情满意的条款向公司、整体协调人及独家保荐人并为其等的利益作出书面承诺同意，且投资者各自承诺确保该全资附属公司将，受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的限制，犹如该全资附属公司本身须遵守该等义务及限制；

(c) 该全资附属公司被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；

(d) 投资者及该全资附属公司须被视为持有所有相关股份的投资者，并共同及个别承担本协议规定的所有责任及义务；

(e) 倘于禁售期到期前的任何时间，该全资附属公司不再或可能不再为投资者的全资附属公司，其应（及投资者须确保该附属公司应）立即（在任何情况下均在该附属公司停止为投资者的全资附属公司之前）向投资者或投资者另一家全资附属公司悉数及有效转让其持有的相关股份，并且上述另一家投资者全资附属公司须以令公司及华泰满意的条款向其并为其等的利益作出且投资者须确保其作出书面承诺同意，且投资者承诺促使该全资附属子公司同意，该另一家投资者的全资附属公司受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的限制，并作出本协议下的相同承认、确认、承诺、声明及保证，犹如该全资附属公司本身须遵守该等义务及限制，并与投资者共同及个别承担本协议规定的所有责任及义务；及

(f) 该全资附属公司为 (i) 不得为美国人士，(ii) 位于美国境外，及 (iii) 根据证券法下的 S 规例在美国境外交易中收购相关股份。

5.4 投资者同意及承诺，除非经公司及华泰事先一致书面同意，投资者及紧密联系人于公司已发行股份总数中合共（直接及间接）持有的股份须随时少于 10%（或就“主要股东”的定义而言，上市规则不时规定的其他百分比），且其不会或为公司的核心关连人士。投资者同意，一旦发现其本身及其紧密联系人合共（直接及间接）持有的股份将达到或超过公司已发行股份总数的 10%（或就主要股东的定义而言，上市规则不时规定的其他百分比，或可能导致投资者的持股不会被上市规则或联交所视为公众持股

的其他百分比），则投资者会在切实可行的情况下尽快将该情况书面通知公司及华泰。在上市日期之后，投资者及其紧密联系人在公司已发行股份总数中的合并持股（直接或间接）将不会引起公司由公众持有的股票总数减少至上市规则第 8.08 条（经第 19A.13A 条修订及取代）列明的要求的百分比或其他由联交所批准的并适用于公司的百分比。

5.5 投资者同意，投资者于公司股本中所持股份及订立本协议乃基于自营投资(on a proprietary investment basis)，并将按公司及／或华泰的合理要求向公司及／或华泰提供合理证据，以证明其乃基于自营投资而持有公司股本及订立本协议。投资者不得，且须促使控股股东、联属人士、联系人及各自的实益拥有人不会于簿记建档过程中申请或认购全球发售中的股份（投资者股份除外）或在香港公开发售中申请认购股份，除非该等行动符合《上市指南》第 4.15 章、《上市规则》及其他适用法律及/或法规的规定。

5.6 投资者及其联属人士、联系人、董事、高级人员、雇员或代理不得直接或间接与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、高级人员、雇员或代理订立任何与上市规则（包括但不限于上市指南 4.15 章或香港监管机构发布的书面指引）不符或与之相抵触的安排或协议（包括任何附函）。投资者进一步确认并承诺其本人及其各自的联属人士、董事、高级人员、雇员、联系人或代理均未订立亦不会订立此类安排或协议。

6. 承认、声明、承诺及保证

6.1 投资者向公司及华泰声明、保证、承诺、承认、同意及确认：

(a) 各公司、整体协调人、独家保荐人及他们各自的联属人士、附属子公司、董事、高级人员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会（于任何特定期间或任何时间）进行或完成，或发售价将在公开文件规定的指示范围内，或者就发售价将如公开文件所列发表任何声明及作出任何保证或承诺或担保，亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或发售价将如公开文件规定，或者就发售价向投资者承担任何责任。投资者特此放弃以全球发售因任何原因延迟或未能于预期日期及时间完成或根本未能完成，或发售价不同于公开文件所载为由，向公司及华泰及其各自的联属人士提出任何索赔或诉讼的任何权利（如有）；

(b) 本协议、投资者的背景资料及本协议所涉及各方之间的关系及安排须于全球发售的公开文件及其他市场推广及路演材料中披露，而投资者将在公开文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须将其核证副本向香港监管机关备案及就全球发售或以其他方式按照公司（清盘及杂项条文）条例及上市规则在公司及联交所网站供展示；

(c) 根据上市规则须向联交所及在 FINI 上提交的投资者资料，将与公司、联交所、证监会及其他必要的监管机构分享，并将纳入综合配售人名单，该名单将在 FINI 向华泰披露，且所有此类信息在各方面均真实、完整和准确，且不具有误导性；

(d) 投资者将通过华泰及／或其联属人士（以国际发售的国际承销商的代表身份）认购投资者股份；

(e) 投资者将根据公司的组织章程细则或公司的其他组成或章程文件、适用法律及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；

(f) 投资者并非公司的现有股东、关连人士、联属人士，亦非代表该等现有股东、关连人士、联属人士行事的人士；

(g) 投资者股份数目可能会受根据上市规则第 18 项应用指引第 4.2 段,上市指南 4.14 章在国际发售与香港公开发售之间进行的股份重新分配，上市规则附录 F1 所载的配售指引或联交所不时批准、适用于公司的其他比例所影响；

(h) 公司和华泰可全权酌情调整分配投资者认购的投资者股份数目以满足上市规则第 8.08 条、第 19A.13A 条及第 19A.13C 条的要求；

(i) 于订立本协议日期或前后或于本协议日期后但于国际发售交割前的任何时间，公司及／或华泰已经或可能及／或拟与一名或以上其他投资者就类似投资订立协议，作为国际发售的一部分；

(j) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或以美国人士的名义或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中除外，亦不得在任何其他司法辖区，或以任何其他司法辖区人士的名义或为其利益，进行直接或间接提呈发售、转售、质押或以其他方式转让，但获豁免遵守任何其他适用法律，或从事这项交易本身就不必遵守任何其他适用法律除外；

(k) 投资者理解并同意，仅可根据 S 规例及根据美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；

(l) 投资者明白，公司、华泰或国际发售的任何一名国际承销商，或其各自的附属子公司、联属人士、董事、管理人员、雇员、代理人、顾问、联系人、合伙人和代表，并未有就投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144 条进行或获豁免遵守证券法中的其他规定作出任何声明；

(m) 除非第 5.3 条作出规定，否则倘任何投资者股份由其附属公司持有，则只要该附属公司在禁售期届满前继续持有任何投资者股份，投资者须促致该附属公司依然作为投资者的直接或间接全资附属公司并其始终符合及遵守本协议的条款和条件；

(n) 投资者已收到（及可能日后收到）与其及其联属人士（视情况而定）投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及／或内幕消息（定义见证券及期货条例）的信息，且：(i) 在该等信息非因投资者或任何授权

接收人（定义见下文）的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则("need-to-know basis")，即仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、附属公司、董事、高级人员、雇员、顾问及代表（"**授权接收人**"）披露；(ii) 其将尽全力确保其授权接收人（已按照本第 6.1(n)条向其披露该等信息）不会向任何人士披露该等信息，除非基于严格的需者方知原则向其他授权接收人披露；及 (iii) 其不会并将确保其授权接收人（已按照本第 6.1(n)条向其披露该等信息）不会以可能会导致违反美国、香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何上市规则及内幕交易规定）的方式直接或间接购买、出售、买卖或以其他方式交易公司或其联属人士或联系人的股份或其他证券或衍生工具；

(o) 在保密前提下提供予投资者及／或其代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已在保密前提下提供（无论以书面还是口头形式）予投资者及／或其代表的任何其他材料，不得复制、披露、流通或散布予任何其他人士，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者于决定是否投资于投资者股份时不应加以依赖。为免生疑问：

(i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供（无论书面还是口头形式）予投资者及／或其代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及／或其代表的材料中均无任何内容应构成任何合同或承诺的依据；

(ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及／或其代表的材料作出或收到任何认购、收购或购买任何股份或其他证券的要约或邀请；及

(iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）或交付予投资者的材料于订立本协议后可能会进一步作出修订，故投资者于决定是否投资于投资者股份时不应加以依赖，且投资者特此同意该等修订（如有）并放弃与该等修订（如有）相关的权利；

(p) 本协议并不共同或个别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约；

(q) 投资者或其任何联属人士或代其行事的任何人士未曾亦不会从事任何与股份相关的定向销售工作（定义见 S 规例）或一般招揽或一般广告或公开发行（定义见证券法第 4(2) 条）；

(r) 投资者已获得其认为对评估认购投资者股份的利弊及风险必要或有利的所有资料，并已获取机会就公司、投资者股份或其认为对评估认购投资者股份的利弊及风险必要或有利的其他相关事宜，咨询公司或华泰并获得答复，且公司已就

于投资者股份的投资向投资者或其代理提供投资者或其代表要求的所有文件及资料；

(s) 在作出投资决定时，投资者于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的资料，而非任何其他可能已由公司及／或华泰或其代表（包括其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士）提供予投资者的资料，公司、华泰及其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士概不就国际发售通函未包含的任何该等资料或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、华泰及其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士目前不会且将来亦不会对投资者或其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士因上述人士使用或依赖该等资料或材料，或其他在国际发售通函中未包含的任何资料而产生的后果负任何责任；

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

(u) 投资者将遵守本协议、上市规则及任何关于其直接或间接处置任何相关股份（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；

(v) 投资者已自行对公司、集团及投资者股份以及本协议规定的投资者股份认购条款进行核查，并自行取得其认为必需或适当的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），且就投资者股份之投资相关（包括税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或华泰或有关全球发售的承销商或其代表获取或分析（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证，且公司、华泰或其各自的联系人、附属子公司、联属人士、董事、高级人员、合伙人、雇员、顾问、代理或代表，或参与全球发售的任何其他方，概不就与投资者股份之任何买卖相关的任何税务、法律、监管、财务、会计、货币或其他经济或其他认购投资者股份之后果负有任何责任；

(w) 投资者确认现时并无投资者股份的公开市场，而公司、华泰、资本市场中介人、参与全球发售的其他承销商及彼等各自的附属公司、联系人、合伙人、联属人

士、董事、高级人员、雇员、顾问、代理、代表以及参与全球发售任何其他各方亦不保证投资者股份将拥有公开或活跃市场;

(x) 任何股份买卖均须遵守适用法律（包括证券及期货条例、上市规则、证券法及任何其他适用法律或任何主管证券交易所的相关规则对股份交易的限制）;

(y) 在全球发售基于任何理由而延迟、终止或不能完成的情况下，公司、华泰、其各自的任何联系人、附属子公司、联属人士、董事、高级人员、雇员、合伙人、顾问、代理或代表或参与全球发售的任何其他方将不会产生任何须向投资者或其附属公司承担的责任;

(z) 公司及华泰(为其自身并代表其他整体协调人)将全权酌情决定变更或调整 (i) 全球发售将予发行的股份数目; (ii) 香港公开发售及国际发售分别将予发行的股份数目; 及 (iii) 就发售的股份作出可获联交所批准及符合适用法律的其他调整或重新分配;

(aa) 投资者已同意于上市日期前三(3)个营业日下午五时半前（香港时间）或根据第 4.3 条约定的其他日期和时间支付投资总额及相关经纪佣金及征费;

(bb) 任何股份交易均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何有管辖权的证券交易所的任何其他适用法律对股份交易的限制;

(cc) 任何不符合本协议限制而作出的有关股份的要约、出售、质押或其他转让均不获公司承认; 及

(dd) 除本协议外，投资者与公司、公司的任何股东、整体协调人及/或独家保荐人之间不存在与全球发售有关的其他协议。

6.2 投资者向公司及华泰作出进一步声明、保证及承诺:

(a) 其已正式注册成立，并依其注册成立地点的法律有效存续和保持持续合规，且概无就其清算或清盘提交呈请、作出责令或通过有效决议案;

(b) 其有资格接收和使用本协议项下的信息（包括但不限于本协议、招股书草稿和初步发售通函），且该等信息不会违反适用于投资者的所有法律，亦不会要求投资者在所在的司法管辖区内进行任何注册或许可;

(c) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权;

(d) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权），因此，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同意、批准和授权，（第 3.1 条规定的条件除外）;

(e) 本协议已获投资者正式批准、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；

(f) 其已采取且将于本协议的有效期内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；

(g) 根据适用于投资者的任何相关法律就投资者认购本协议下的投资者股份所需的所有同意、批准、授权、许可及登记（“**批准**”）均已获得且完全有效，并无被作废、撤销、撤回或搁置，而该等批准概不受未满足或履行之任何先决条件所限。截至本协议签订之日，所有批准均未被无效、撤销、撤回或废止，且投资者亦不知晓任何可能导致该等批准无效、撤销、撤回或废止的事实或情况。投资者进一步同意及承诺，如果当中任何批准不再完全有效，或因任何原因被作废、撤销、撤回或搁置，将立即以书面形式通知公司及华泰；

(h) 在法律允许的程度下，投资者须于公司及/或华泰或其各自联属人士提出要求时在合理地切实可行的范围内，尽快向公司、整体协调人及/或独家保荐人或其各自联属人士提供联交所及其他政府机关可能要求的资料；

(i) 投资者签订及交付本协议以及其履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反 (i) 投资者公司章程大纲或其他组织或章程文件；或 (ii) 投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购投资者股份的其他法律；或 (iii) 任何对投资者具有约束力的协议或其他文书，或 (iv) 对投资者具有司法管辖权的任何政府机关的任何判决、命令或法令；

(j) 其已遵守且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按具有管辖权的机构或主体或证券交易所的规定，应要求及时以直接或间接通过公司及/或华泰的方式向联交所、证监会、中国证监会及/或其他政府、公共、货币或监管部门或机构或证券交易所（统称“**监管机构**”）提供资料或促使或促成他人提供资料，并在各种情况下，根据适用法律或任何监管机构不时所要求，同意及赞成披露该等资料（包括但不限于 (i) 投资者及最终实益拥有人的身份信息，及/或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii) 本协议项下的拟议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、投资总额以及禁售限制）；(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以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及/或 (iv) 投资者或实益拥有人和联系人，与公司及其任何股东之间的任何关联关系）（统称“投资者相关信息”）。 投资者进一步授权公司、华泰或其各自的联属人士、联系人、附属子公司、代理、董事、高级人员、雇员、顾问、合伙人及代表，根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

(k) 投资者在金融及商业事务方面拥有丰富的知识及经验，因此，其 (i) 有能力评估对投资者股份进行投资将带来的益处及风险；(ii) 有能力承担上述投资的经济风

险（包括完全丧失对投资者股份的投资）；(iii) 已获得其认为对决定是否对投资者股份进行投资属必要或适用的所有资料；及 (iv) 在对处于类似发展阶段的公司的证券进行投资的交易方面拥有丰富经验；

(l) 其为专业投资者及其就本协议项下的交易而言并非系任何整体协调人、独家保荐人或全球发售的资本市场中介人的客户而签订本协议；

(m) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份，且投资者无权指定任何人士担任公司董事或高级人员；

(n) 投资者根据“离岸交易”（定义见 S 规例）于美国境外认购投资者股份，且其并非美国人士；

(o) 投资者将于豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；

(p) 投资者及其实益拥有人及/或联系人 (i) 为独立于公司的第三方；(ii) 并非公司的关连人士，且投资者认购投资者股份不会构成关连交易（定义见上市规则）及不会导致投资者及其实益拥有人成为公司的关连人士，而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份协议的其他人士的关系，且于紧随本协议完成后就公司的控制事宜而言将独立于任何关连人士，并不会与该等人士一致行动（定义见证监会出具的《公司收购、合并及股份回购守则》）；(iii) 具有财务能力并将使用其全权管理的财务资源履行本协议项下的所有义务；(iv)并无直接或间接受公司任何核心关连人士（定义见上市规则）的融资、资助或支持，且并无惯常接受亦未接受任何有关核心关连人士、公司、公司或其任何附属公司的任何董事、高级行政人员、控股股东、主要股东或现任股东、或任何有关人士的紧密联系人（定义见上市规则）关于收购、处置、投票表决或以其他方式处置公司证券的任何指示；(v) 不属于上市规则附录 F1（《股本证券的配售指引》）第 5 段所述的任何类别人士；及 (vi) 与公司或其任何股东不存在关联关系，除非另行向公司及华泰作出书面披露；

(q) 各投资者、其实益拥有人及/或联系人并非(i)全球发售的任何整体协调人、独家保荐人、联席全球协调人、账簿管理人、联席牵头经办人、资本市场中介人及承销商以及牵头经纪商或任何分销商的“关连客户”，或（ii）公司现有股东的“紧密联系人”。“关连客户”及“分销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；

(r) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“**全权管理投资组合**”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；

(s) 投资者、其实益拥有人及其各自的联系人均非公司董事（包括于之前 12 个月内担任董事）、监事或现任股东或其联系人或上述任何人士的代名人；

(t) 除非已书面通知华泰，否则投资者及其实益拥有人并不属于 (a) 联交所的 FINI 配售人名单模板所列、或 FINI 界面或上市规则要求披露的任何配售人类别（“基石投资者”类别除外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）需在公司的配发结果公告中识别的任何配售人群体；

(u) 投资者并未且不会与任何“分销商”（定义见 S 规例）就分派股份订立任何合约安排，惟与其联属人士所订立者或经公司事先书面同意者除外；

(v) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）、上市指南 4.15 章的规定及证监会发出的所有相关指引进行及不会采取任何可能导致公司、独家保荐人及/或整体协调人违反该等规定的行为；

(w) 投资者及彼等各自的联属人士、联系人、董事、高级人员、雇员及代理概无接受或与公司、集团任何成员公司或彼等各自的联属人士、董事、高级人员、雇员及代理订立任何安排或协议、附函或其他或从事任何于上市规则或上市指南不符或构成违反的行为或活动；

(x) 投资者、其实益拥有人及／或联系人概无以公司的任何关连人士、任一整体协调人、独家保荐人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均独立于（且不关连于）已参与或将参与全球发售的其他投资者及其任何联系人；

(y) 投资者将使用其自有资金（包括其全权管理的资金）认购投资者股份，且其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；

(z) 除本协议所规定者及/或遵守上市指南第 4.15 章外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；

(aa) 除已向华泰披露的投资安排以外，投资者或各自的任何实益拥有人及/或联系人除根据本协议以外，概无曾经或将会申请全球发售项下的任何股份或已经或将通过账簿管理程序下订单；

(bb) 除非已透过书面形式向公司及华泰作出披露，否则投资者、其实益拥有人及/或联系人并未亦不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；及

(cc) 投资者及其紧密联系人（根据上市规则的定义）在公司已发行股本总额中的（直接或间接）合计持股比例不得导致公司由公众持有的证券总数（根据上市规则的定义）低于上市规则要求的百分比或香港联交所批准的其他百分比。

6.3 投资者向公司及华泰声明及保证，附表 2 所载有关其本身及其为成员公司的集团的详情，以及按要求向监管机构及／或公司、华泰及各自的联属人士所提供的所有投资者相关信息，在所有方面均属真实、完整及准确，且无误导成分。在不影响第 6.1(b)条规定的情况下，投资者不可撤回地同意，倘公司及华泰全权认为有必要，则于公开的文件、市场推广及路演材料以及公司及／或华泰或其代表可能就全球发售刊发的其他公告中引述及载列其名称及本协议的全部或部分详情（包括附表 2 所载详情）。投资者

承诺会尽快提供有关其本身、其所有权（包括最终实益拥有权）及／或公司及／或华泰可能合理要求的其他事项的其他资料及／或支持文件，以确保各自符合适用法律及／或公司或证券登记及／或联交所、证监会及中国证监会等主管监管机构的要求。投资者谨此同意，经审阅将载入公开文件草稿及不时提供予投资者的其他有关全球发售的市场推广材料的有关其本身及其为成员公司的集团的详情以及投资者可能合理要求作出修订（如有）后，投资者应被视为担保有关其本身及其为成员公司的集团的详情在所有方面均属真实、准确及完整，且无误导成分。

6.4 投资者明白，第 6.1、6.2 及 6.3 条所载的声明、保证、承诺、协议及确认乃（其中包括）按香港法律及美国证券法等的规定作出。投资者承认，公司、华泰、与全球发售有关的承销商及彼等各自的附属公司、代理、联属人士、顾问、联系人、董事、高级人员、雇员、合伙人、代表以及其他人士将依赖本协议所载投资者的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再准确及完整或具误导成分，其将立即书面通知公司及华泰，且公司及华泰（为其自身并代表其他整体协调人）有权终止本协议，且不完成本协议项下拟进行的交易。

6.5 投资者的高级人员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人而发生的或造成的违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌作为或不作为）针对公司、华泰及其他全球发售的承销商各方（代表各自本身及以信托形式代表各自的联属人士、证券法所界定的控制各方的任何人士及其各自的高级人员、董事、雇员、员工、联系人、合伙人、代理及代表（统称“**获弥偿各方**”）而作出或确立的任何及全部损失、成本、费用、开支、索赔要求、法律行动、责任、法律程序或损害，及就任何获弥偿各方可能因上述任何索赔要求、法律行动或法律程序或对该等索赔要求、法律行动或法律程序提出争议或抗辩而蒙受或产生任何及全部成本、费用、损失或开支，向获弥偿各方（按税后计）作出全额有效的弥偿保证及保证彼等免受损害。在任何情况下，本第 6.5 条在本协议终止后仍然继续有效。

6.6 投资者各自根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期重复作出。

6.7 公司向投资者声明、保证及承诺：

(a) 其已正式注册成立，并依据其注册成立地法律有效存续；

(b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并已就此采取一切所需行动；

(c) 在支付款项及根据第 5.1 条受禁售期所限的前提下，一旦根据第 4.4 条及第 4.5 条交付予投资者，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的股份享有同等地位；

(d) 公司、其控股股东（定义见上市规则）、集团任何成员公司及彼等各自的联属人士、董事、高级人员、雇员及代理概无与任何投资者或联属人士、董事、高

级人员、雇员或代理订立任何与上市规则（包括上市指南 4.15 章）不符的协议或安排，包括任何附函；及

(e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、高级人员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可于下列情况下予以终止：

(a) 根据第 3.2 条、第 4.6 条或第 4.7 条的规定终止；

(b) 若于国际发售结束时或之前（不论本协议有任何相反的约定），投资者或投资者的全资附属公司（在根据上文第 2.2 条投资者通过其全资附属公司认购投资者股份的情况下）重大违反本协议（包括重大违反投资者于本协议下所作任何声明、保证、承诺及确认），可由公司或华泰单独终止；或

(c) 在获得各方的书面同意的情况下终止。

7.2 在不影响第 7.3 条及本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 8.1 条项下的保密责任外），而各方于本协议项下的所有权利及责任（除下文所载第 7.3 条及第 11 条项下的权利外）应终止，但在不损害公司及华泰（包括其各自之联属人士、联系人、董事、高级人员、雇员、代表、顾问等）对投资者就本协议项下条款在该终止或之前已产生的权利的前提下，任何一方不得向任何其他各方提出任何申索，且为避免疑问，投资者亦不得于上述终止后向任何其他各方提出任何申索。

7.3 第 6.5, 8.1, 10, 11 及 12 条及投资者于本协议项下的弥偿义务应于任何情形下在本协议终止后继续有效。

8. 公布及保密

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

(a) 向联交所、证监会、中国证监会及/或规管公司及／或华泰的其他监管机构披露，而投资者的背景以及公司与投资者的关系可于公司将予刊发或代表公司刊发的公开文件以及公司及/或华泰就全球发售而将予刊发或代表公司刊发的市场推广、路演材料、展示文件及其他公告内载述；

(b) 按需者方知原则向各方各自的法律及财务顾问、核数师及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表和代理披露，前提是有关方应 (i) 促使其上述法律、财务和其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表和代理知悉及遵守本协议所载的所有保密义务；及 (ii) 对其上述法律、财务和其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表和代理违反上述保密义务负责；及

(c) 任何一方根据任何适用法律、对有关方具有管辖权的任何政府机关或机构（包括但不限于联交所、证监会及中国证监会）或证券交易所规则（包括根据公司（清盘及杂项条文）条例及上市规则将本协议作为重大合同呈交香港公司注册处登记，以供展示）的规定或任何有管辖权的政府机关具有约束力的判决、命令或规定可能须予披露的其他情况。

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

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

8.4 投资者承诺会就按第 8.1 条所述须予编制的任何披露内容及时提供合理要求的一切协助（包括提供与投资者、其所有权（包括最终实益拥有权）及／或公司或华泰可合理要求的披露内容提及的其他有关事项有关的进一步资料及／或相关支持文件），以 (i) 于本协议日期后在公开文件中更新投资者的详情，并核实有关提述；及 (ii) 使公司及华泰符合适用的公司或证券登记规定及／或主管监管机构（包括联交所及证监会）的要求。在不影响上述第 8.3 条的前提下，投资者不可撤销的同意在公开文件及其他市场推广、路演材料及其他公告和文件中提述及包括投资者的名称、本协议的描述、投资者的背景及其与公司、独家保荐人、每个整体协调人及/或承销商等其他参与全球发售的人士的关系。

9. **通知**

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

如致公司，至：

地址： 香港湾仔皇后大道东248号大新金融中心40楼

电子邮件： yuanmei@jinxunec.com

收件人： 袁梅女士

如致投资者，至：

地址: Suite 930, 9/F Ocean Centre Harbour City, 5 Canton Road, Kowloon, Hong Kong

电子邮件: huiwen.xu@newasiaferrell.com

传真: N/A

收件人: Huiwen Xu

如致华泰，至:

地址: 香港皇后大道中 99 号中环中心 62 楼

电子邮件: project121@htsc.com

收件人: Project 121 Team

9.2 任何根据本协议送呈的通知须由专人送递或以电子邮件发送或以传真发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，倘以电子邮件发送则在发送后（除非发件人收到自动生成的消息表示电子邮件未能送达），倘以传真发送则在收到传送确认后，以及倘以预付邮资的邮件寄送（如缺乏经已更早收取的证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

10. **一般事项**

10.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司因进行全球发售所需的同意、批准及授权外，各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意、批准或授权，且各方进一步确认其可履行本协议所载义务。

10.2 本协议规定独家保荐人及整体协调人须承担各别的责任（而非共同或共同及各别）。如任何其他各方未能履行各自在本协议项下的义务，华泰毋须承担相关责任，该等缺失亦不影响任何其他各方执行本协议的条款的权利。尽管有上述规定，华泰有权在适用法律允许的范围内单独行使或与其他各方共同行使本协议项下的任何或全部权利。

10.3 除明显错误外，公司与华泰真诚地就本协议的投资者股份数目及发售价以及投资者根据本协议第 4.3 条以及为本协议目的而需要支付的金额而作出的计算结果及决定乃为定论。

10.4 投资者、公司及华泰应就本协议所需或可能所需或与之关联的第三方的任何通知或同意书及／或批准进行合作。

10.5 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方或其代表签署者除外。为避免疑义，对本协议的任何修改或变更无需事先通知或获得非本协议方任何人士的同意。

10.6 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人/卖方和相关的受让人/买方等额承担除外。

10.7 时间应为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过各方的书面同意予以延长。

10.8 本协议的所有条文只要能够予以履行或遵守，即使在根据第 4 条交割后，亦继续保持十足效力及作用，惟已履行的事项及其经各方书面同意后予以终止除外。

10.9 本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。

10.10 除非本第 10.10 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得的任何权利或救济:

(a) 获弥偿各方可按犹如彼等为本协议的一方的方式执行及倚赖第 6.5 条；及

(b) 本协议可无需经第 10.10(a)条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。

10.11 华泰有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款将所有或任何其相关权利、职责、权力及酌情决定权转授予其任何一家或多家联属公司。根据本分条下的权力转授，华泰应根据本分条对其转授相关权利、职责、权力及／或酌情决定权的对其按此转授权力的联属公司的所有行为及过失承担责任。

10.12 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视作有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。

10.13 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害:

(a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或

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

10.14 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，且一切利益仅拨归他们所有。并且，概无其他人士可购买或享有任何在本协议中的或凭借本协议而获得的权利。除为了华泰的内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。

10.15 假如投资者于上市日期或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司及华泰亦有权撤销本协议，而各方的所有义务应予终止，但不损害所有其他各方蒙受的全部或任何损失及损害而针对投资者提出索赔要求的权利。

10.16 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

11. 管辖法律及司法管辖权

11.1 本协议受香港法例规管并据此予以诠释。

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

12. 豁免

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

13. 副本

13.1 本协议可签立为多份文本，各方每份均须签署。各文本等同于原件，但所有文本一并构成一份且属同一份文件。通过电子邮件附件（PDF）或传真件交付本协议已签字的签字页副本为有效的交付方式。

本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，**特此为证**。

由袁荣)
代表)
云南金浔资源股份有限公司) 袁荣
)
签署)

由徐慧文)
代表)
New Asia Ferrell Asset Management Limited 新亞洲富怡資產管理有限公司)
簽署)

为及代表
華泰金融控股（香港）有限公司
(Huatai Financial Holdings (Hong Kong) Limited)

附表 1
投资者股份

投资者股份数目

投资者股份数目应等于(1) 相当于3,000,000美元的港元金额（根据公司最终招股书“有关本招股说明书及全球发售的信息—汇率换算”一节所载的汇率计算）（不含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，向下约整至最接近每手200股股份的完整买卖单位。

根据上市规则第18项应用指引第4.2段，上市指南4.14章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予认购的投资者股份数目可能受国际发售与香港公开发售之间股份的重新分配影响。倘香港公开发售对股份的总需求属于公司最终招股书“全球发售的架构—香港公开发售—重新分配”一节所载的情况 (如有)，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。此外，公司及华泰可全权酌情调整分配投资者股份数目以满足(i)上市规则第8.08(3)条的要求（即于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的股份股份数量占比不得超过50%）；(ii) 符合上市规则第 19A.13A条或联交所批准的其他最低公众持股量要求；(iii)上市规则第19A.13C条项下的最低自由流通量要求；或(iv)上市规则第18项应用指引第3.2段的要求（即全球发售初始发行的股份总数中至少40%须分配予配售部分的投资者（基石投资者除外））。此外，华泰及公司可全权酌情调整投资者股份数目，以符合上市规则附录F1（《股本证券的配售指引》）的规定。

附表 2
投资者详情

投资者

注册成立地点:	Hong Kong
公司注册证书编号:	66738194
商业登记号码:	66738194-000-10-25-6
主营业务:	Financial Services
最终控股股东:	YANG QING 33.51%/HUANG JINGSHUO 17.49%/KUNKIRATIYUY URADEE 16.17%/XIA HUI 16.74%/ LU ANG 16.09%
最终控股股东的注册成立地点:	Not applicable for individuals
最终控股股东的商业登记号码:	N/A
最终控股股东的主营业务:	Not applicable for individuals
股东及持有之权益:	New Asia Ferrell Investment Limited 100%
插入招股书的投资者详情:	New Asia Ferrell Asset Management Limited (新亞洲富怡資產管理有限公司) ("New Asia Ferrell") is a Hong Kong-incorporated and internationally oriented, licensed asset management institution. Based in Hong Kong with an international orientation, it focuses on global asset allocation and investment opportunities. New Asia Ferrell is licensed by the Securities and Futures Commission of Hong Kong to carry on Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities. New Asia Ferrell is a wholly-owned

	subsidiary of New Asia Ferrell Investment Limited, which is ultimately owned as to 33.51% by Yang Qing (楊慶), an Independent Third Party. Save for Yang Qing, there is no other individual shareholder, each being an Independent Third Party, holding 30% or more beneficial interest therein. New Asia Ferrell will hold the Offer Shares subscribed through the Cornerstone Placing in its capacity as the discretionary management account manager on behalf of underlying individual clients, each of them is, to the best knowledge and belief and after due enquiry of New Asia Ferrell, an Independent Third Party. No single underlying individual client holds 30% or more interest in the discretionary management account managed on a discretionary basis by New Asia Ferrell. With a long-term perspective, New Asia Ferrell focuses on investment opportunities with structural growth potential and global competitiveness, spanning, among others, frontier technology, critical resources linked to strategic supply-demand dynamics and value chains, and other strategic sectors supported by long-term secular trends.
相关投资者类别（根据联交所 FINI 配售人名单模板的要求包括或 FINI 界面就配售情况的要求披露）	Cornerstone Investor

2025年12月29日

云南金浔资源股份有限公司

和

联域集团有限公司

和

华泰金融控股（香港）有限公司

基石投资协议

目录

1. 释义及诠释.....1
2. 投资.....7
3. 交割条件.....8
4. 交割.....10
5. 对投资者的限制.....11
6. 承认、声明、承诺及保证.....14
7. 终止.....25
8. 公布及保密.....26
9. 通知.....27
10. 一般事项.....28
11. 管辖法律及司法管辖权.....30
12. 豁免.....31
13. 副本.....31

附表 1 投资者股份.....S1-1

附表 2 投资者详情.....S2-1

本协议（“**本协议**”）由以下各方于 2025 年 12 月 29 日订立

订约方为:

(1) **云南金浔资源股份有限公司**，一家于中国成立的有限责任公司，并改制为股份有限公司，其注册地址位于中国云南省昆明市高新区昌源北路 1389 号 B 座 3 层（“**公司**”）；

(2) 联域集团有限公司，一家于香港注册成立的公司，其注册办事处位于 Room 303, 3/F., Golden Gate Commercial Building, 136-138 Austin Road, Tsim Sha Tsui, Kowloon（“**投资者**”）；及

(3) **华泰金融控股（香港）有限公司**，其注册办事处位于香港皇后大道中 99 号中环中心 62 楼（“**华泰**”或“**独家保荐人**”）。

鉴于:

(A) 公司已申请通过全球发售（“**全球发售**”）方式将其股本于联交所（定义见下文）上市，包括(i) 向香港公众人士发售股份 (可予调整)（“**香港公开发售**”）和 (ii) 根据证券法项下有关注册要求的一项豁免或不受限于证券法注册要求的一项交易于美国境外根据 S 规例向投资人（包括香港的专业及机构投资者）有条件配售股份（可予调整及行使超额配股权（定义见下文））（“**国际发售**”）。

(B) 华泰担任公司的独家保荐人，保荐人 - 整体协调人和全球发售的整体协调人（定义见下文）之一。

(C) 投资者有意受限于及根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。

订约各方谨此同意以下各项:

1. **释义及诠释**

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

“**联属人士**”就具体人士或实体而言，除非上下文另有规定，指通过一个或多个中间人直接或间接控制、受控于特定人士或实体或与其处于共同控制下的任何人士或实体。就该定义而言，“控制”（包括“控制中”、“受控于”及“处于共同控

制下”）指直接或间接拥有指示或安排某个人士的管理及政策的权力，无论通过拥有具表决权的证券、以合约或以其他方式；

“**会财局**”等于香港会计及财务汇报局；

“**投资总额**”等于发售价乘以投资者股份数目的总金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

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

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

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

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

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**资本市场中介人**”指操守准则中定义的负责股权资本市场交易中的账簿管理及配售活动的资本市场中介人；

“**操守准则**” 指《证券及期货事务监察委员会持牌人或注册人操守准则》，经不时修订、补充或以其他方式修改；“**公司条例**”指香港法例第 622 章公司条例，经不时修订、补充或以其他方式修改；

“**公司（清盘及杂项条文）条例**”指香港法例第 32 章公司（清盘及杂项条文）条例，经不时修订、补充或以其他方式修改；

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

“**关联关系**”具有中国证监会备案规则赋予该词的涵义，且应据此作相应解释；

“**合约（第三者权利）条例**”指香港法例第 623 章合约（第三者权利）条例， 经不时修订、补充或以其他方式修改；

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

"**中国证监会**"指中国证券监督管理委员会；

"**中国证监会备案**"指根据中国证监会备案规则及其他适用法律、法规及中国证监会的要求（包括但不限于中国证监会备案报告）向中国证监会作出或将作出的与全球发售有关或相关的任何及所有书面、口头或任何形式的信函、备案、函件、通讯、文件、回复、承诺和提交文件，包括上述任何修订、补充和/或修改；

"**中国证监会备案规则**"指由中国证监会发布并不时修订、补充或以其他方式修改的境内企业境外发行证券和上市管理试行办法及其配套指引；

"**处置**"就任何相关股份而言包括直接或间接；

(i) (A) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置任何法律或实益权益（包括设立或以任何协议设立或出售或授出或同意出售或授出任何购股权或订立合同购买、认购、出借或以其他方式转让或处置任何认股权证或购买权利，或认购、出借或以其他方式转让或处置或购买或同意购买任何购股权、合同、认股权证或出售权利）（不论直接或间接及不论有条件或无条件）；或 (B) 创设于相关股份或可兑换为或可行使或交换有关相关股份的任何其他证券或代表有权收取有关相关股份的任何法律或实益权益，或在该等权益上增设任何性质的第三方权利，或订约进行前述事宜（不论直接或间接及不论有条件或无条件）；或

(ii) 订立任何掉期或其他安排，向另一方转让全部或部分该等相关股份的任何实益所有权或其中的任何权益或该等相关股份或其他证券的任何经济后果或所有权的附带事项或其中的任何权益；或

(iii) 订立任何其他直接或间接与上文(i)及(ii)项所述任何交易具有相同经济影响的交易；或

(iv) 同意或签署合同或公开宣布有意订立上文(i)、(ii)及(iii)项所述的任何交易，且在各种情况下，不论任何上文(i)、(ii)及(iii)项所述的交易是否通过交付相关股份或其他可转换为或可行使或交换相关股份的证券、现金或以其他方式结算；并且"**处置**"应按此定义诠释；

"**FINI**"具有上市规则赋予该词的涵义；

"**全球发售**"具有序文(A)项赋予该词的涵义；

"**政府机关**"指任何政府、监管或行政委员会、执委会、团体、机关、部门或机构或任何证券交易所、自我规管机构或其他非政府监管机构，或任何法院、司法机构、仲裁庭或仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家（包括但不限于联交所、证监会及中国证监会）；

"**集团**"指公司及其附属公司；

"**港元**"指香港法定货币；

"**香港**"指中华人民共和国香港特别行政区；

"**香港公开发售**"具有序文(A)项赋予该词的涵义；

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

"**国际发售**"具有序文(A)项赋予该词的涵义；

"**国际发售通函**"指公司预期因国际发售而向有意向的投资人（包括投资者）刊发的最终发售通函；

"**投资者相关信息**"具有第 6.2(j)条赋予该词的涵义；

"**投资者股份**"指投资者根据本协议条款及条件将于国际发售中认购的股份数目，其根据附表1的规定进行计算，并由公司和华泰最终厘定；

"**法律**"指所有相关司法辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的法律、法例、成文法、条例、措施、规定、法规、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

"**征费**"指投资总额的0.00015%（或于上市日期有效的交易费）作为会财局交易征费，投资总额的0.0027%（或于上市日期有效的交易征费）作为证监会交易征费，及投资总额的0.00565%（或于上市日期有效的交易费）作为联交所交易费；

"**上市日期**"指股份首次于联交所主板上市的日期；

“**上市指南**”指联交所于2023年11月所发布并于2024年1月1日生效的《新上市申请人指南》，经不时修订、补充或以其他方式修改；

“**上市规则**”指香港联合交易所有限公司证券上市规则，以及联交所上市决定、指引及其他规定（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第 5.1 条赋予该词的涵义；

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

“**超额配股权**”具有国际发售通函赋予该词的涵义；

“**整体协调人**”指华泰及中信里昂证券有限公司，为公司就其拟于联交所上市而委任的整体协调人；

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

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

“**初步发售通函**”指公司预期就国际发售而向有意向的投资人（包括投资者）刊发的初步发售通函（经不时修订、补充或以其他方式修改）；

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

“**招股书**”指公司就香港公开发售而在香港刊发的最终招股书；

“**自营投资基础**”指投资者为自身账户和投资目的而非代表任何第三方而进行的投资，不论该等投资是否为了该投资者的任何股东或基金投资者的利益而进行；

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

“**监管机构**”具有第6.2(j)条所赋予的涵义；

“**S 规例**”指美国证券法项下的S 规例；

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

"**证券法**"指美国1933年证券法 (the United States Securities Act of 1933)（经不时修订、补充或以其他方式修改），以及根据该法制定的规则及规例；

"**证监会**"指香港证券及期货事务监察委员会；

"**证券及期货条例**"指香港法例第571章证券及期货条例，经不时修订、补充或以其他方式修改；

"**股份**"指公司股本中每股面值人民币1元的普通股，将以港元买卖并拟于联交所上市及交易；

"**联交所**"指香港联合交易所有限公司；

"**附属公司**"具有上市规则赋予该词的涵义；

"**美国**"指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

"**美元**"指美国法定货币；及

"**美国人士**"具有证券法下的S规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

(a) 所提述的"**条**"、"**款**"或"**附表**"乃指本协议的条、款或附表；

(b) 索引、条款及附表标题仅供说明之用，并不影响本协议的解释或释义；

(c) 序文及附表为本协议的组成部分，如同本协议的正文所订明者具有相同效力及效果，而任何对本协议的提述均包括序文及附表；

(d) 提述的单数词包括复数词，反之亦然，及表达特定性别的词语应当视为包括另一性别；

(e) 凡提及本协议或另一法律文书均包括它们的任何变更或替代性文件；

(f) 提述法规、法定条文、条例或规定时包括提述：

(i) 经不时合并、修订、补充、修改、重新颁布或被任何法规或法定条文所替代的该项法规、法定条文、条例或规定；

(ii) 其重新颁布（不论是否修订）时被废除的任何法规、法定条文、条例或规定；及

(iii) 其项下作出的任何附属立法；

(g) 凡提及"法规"包括任何政府、政府间或超国家机构、机构、部门或任何监管、自行监管或其他主管部门或组织的任何法规、规则、官方指令、意见、通知、通函、命令、要求或指南（无论是否具有法律效力）；

(h) 除非另有指明，所提述的时间及日期分别为香港时间及日期；

(i) 所提述的"**人士**"包括对个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机构、合资企业、组织或合伙企业（不论是否具有独立法律人格）的提述；

(j) 所提述的"**包括**"、"**包含**"及"**其中包括**"须分别解释为包括但不限于、包含但不限于以及其中包括但不限于；及

(k) 所提述的任何非香港司法辖区的任何行动、补救、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事宜的任何法律词汇视作包括该司法辖区内与相关香港法律词汇最相近的涵义。

2. 投资

2.1 受限于下文第3条提述之条件的达成（或被各方共同豁免，但第3.1(a)条、3.1(b)条、3.1(c)条、3.1(d)条及 3.1(e)条载列的条件不可豁免，且第 3.1(f)条所载的条件仅可由公司及华泰共同豁免），及在本协议其他条款及条件的规限下：

(a) 作为国际发售的一部分，投资者将通过华泰及／或其联属人士（以其作为国际发售相关部分的国际承销商的代表身份），按发售价认购投资者股份，且公司将发行、配发及配售且华泰将分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份予投资者；及

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

2.2 投资者可选择不迟于上市日期前三个营业日向公司及华泰发出书面通知，通过投资者的满足以下条件的全资附属公司认购投资者股份：为专业投资者及 (i)不得为美国人士，(ii) 位于美国境外，及 (iii) 根据证券法下的 S 规例在美国境外交易中认购投资者股份，但前提是：

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

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

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

2.3 投资者股份的准确数目将由公司及整体协调人根据附表 1 最终厘定，该厘定将为最终决定并对投资者具约束力，但有明显错误除外。

3. 交割条件

3.1 投资者根据本协议所述认购投资者股份的义务，以及公司及华泰各自根据第2.1条所述发行、配售、分配、配发及／或交付（视情况而定）或促致发行、配售、分配、配发及／或交付（视情况而定）投资者股份的义务仅于交割时或之前达成以下条件或获各方共同豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条、3.1(d)条及第 3.1(f)条所载的条件不可豁免，第 **Error! Reference source not found.**条所载的条件仅可由公司及华泰共同豁免）时方可作实：

(a) 香港公开发售和国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方同意的豁免或修订），且前述任何一份承销协议并未终止；

(b) 发售价已经根据将由公司及华泰（为其自身并代表及其他整体协调人及其他全球发售的承销商）等签订的包销协议商定；

(c) 联交所上市委员会已批准股份（包括投资者股份以及其他适用的及与投资者认购投资者股份有关的豁免及批准）的上市及买卖，且有关批准、许可或豁免并无于股份于联交所开始买卖前撤回；

(d) 任何政府机关并未制定或颁布任何法律，禁止全球发售项下预期的交易或本协议拟进行的交易或其各自的完成，并且无具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易或其各自的完成；

(e) 中国证监会已接受中国证监会备案并在其网站公布有关中国证监会备案的备案结果，且已公布的该接受通知及/或备案结果在股份开始在联交所买卖前并无被拒绝、撤回、撤销或作废；及

(f) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面均是及将会是准确、真实及完整及不具误导性或欺骗性，且投资者没有违反本协议。

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

3.3 投资者承认，概无保证全球发售将完成或不会延迟或终止或发售价将如公开文件规定，倘全球发售因任何原因延迟或终止、不继续进行或未于拟定日期及时间完成或根本无法完成或发售价将不同于公开文件规定，则公司或华泰概不对投资者承担任何责任。倘全球发售因任何原因延迟或终止、不继续进行或未于

拟定日期及时间完成或根本无法完成或发售价不同于公开文件规定，投资者特此放弃对公司、及／或华泰或其各自的附属子公司、联属人士、高级人员、董事、雇员、员工、联系人、合伙人、代理、顾问及代表提出任何申索或采取任何行动的任何权利（如有）。

4. **交割**

4.1 受限于第3条和本第4条，根据国际发售及作为其中一部分，投资者将通过华泰（及／或其联属人士）（作为国际发售有关部分的国际承销商的代表）按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，于公司及华泰确定的时间以其确定的方式被认购。

4.2 如果，根据公司、华泰(为其自身并代表其他整体协调人)的意见，于上市日期不能满足(i)上市规则第 8.08(3)条有关的规定（即公司持股量最高的三名公众股东实益拥有不超过 50%公众所持股份）及/或 (ii) 上市规则第 19A.13A 条的规定，股份必须有一个公开市场；(iii) 上市规则第 19A.13C 条的规定，上市日必须有足够股份由公众持有并可供交易；及/或(iv) 上市规则第 18 项应用指引第 3.2 段，则公司和华泰可全权酌情调整投资者认购的投资者股份的数量分配，以确保符合上市规则第 8.08 条、第 19A.13A 条及第 19A.13C 条的规定。此外，华泰及公司可全权酌情调整投资者股份数目，以符合上市规则的规定。

4.3 无论投资者股份的交付时间和方式如何，投资者应于上市日期前的三(3)个营业日下午五时 30 前（香港时间）以即时可用的港元资金将全数投资总额，连同相关经纪佣金及征费（不得作出任何扣减或抵销），电汇至华泰在不迟于上市日期前三(3)个营业日书面通知投资者的港元银行账户。有关通知将包括，但不限于，付款账户详情及投资者于本协议项下应付的款项总额。

4.4 受限于按照第 4.3 条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须通过以下方式进行：将投资者股份直接存入中央结算系统中的中央结算系统投资者参与者账户或中央结算系统股份账户，该等账户信息由投资者于不迟于上市日期前三(3)个营业日以书面形式告知华泰(为其自身并代表其他整体协调人)。

4.5 在不影响第 4.3 条的情况下，投资者股份的交付亦可以公司华泰及投资者书面协定的任何其他方式进行付款，但前提是投资者股份的交付不得迟于超额配股权可行使最后一天后的 三个 (3) 营业日，且无论交付投资者股份的时间及方式如何，投资者股份的支付不得迟于上市日期上午 8 时（香港时间）。

4.6 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司及华泰各自保留全权酌情终止本协议的权利，而在此情况下，公司及华泰各自的所有义务及责任将实时告结束及终止（惟不损害公司及华泰因投资者未能履行其于本协议下的义务而可能向投资者提出任何申索的权利）。在任何情况下投资者须就获弥偿各方可能根据第6.5条因投资者未能悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失、费用、开支、申索、责任、程序及损害赔偿承担全部责任，投资者并就此向获弥偿各方作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿，保证其不受侵害及适数获得弥偿。

4.7 倘公司、华泰及彼等各自的联属人士，附属子公司、管理人员、董事、雇员、职员、合伙人、代理、顾问和代表因其无法控制的情况（包括但不限于天灾、水灾、战争（不论是否宣战）、有关传染病或大规模流行病的政府规定、恐怖活动、火灾、暴乱、叛乱、民众暴动、流行病或大流行病（包括但不限于SARS、H5N1、MERS 和 COVID-19）、疾病爆发、升级、变异或加重、灾难、危机、公共秩序混乱、地震、海啸、火山爆发、其他自然灾害、敌对行动的爆发或升级（无论是否宣布开战）、宣布地区、国家或国际紧急状态、经济制裁、政治变革、政府运作瘫痪、交通中断、延误或严重中断、罢工、停工、其他工业行动、停工、其他辞职罢工情形、电力或其他供应的一般故障、撞机、技术故障、意外故障或机械故障或电气故障、计算机故障或任何资金汇送系统故障、禁运、劳工纠纷及任何现行或日后法律、条例、法规的变动以及政府当前或日后工作法案的变化或类似的情形）或该等情况的发展、恶化等，无法履行或延迟履行本协议下的义务，则公司、华泰及彼等各自的联属人士（视情况而定）均无需就任何无法履行或延迟履行本协议下的义务的情形负责（不论是共同或个别），且在此情况下公司及华泰各自保留全权酌情终止本协议的权利，而在此情况下，公司及华泰各自的所有义务及责任将实时告结束及终止，惟根据本第 4.7 条，终止本协议不会损害于本协议终止时或之前任何一方对其他各方就本协议条款已经发生的权利或责任。

5. 对投资者的限制

5.1 受限于第 5.3 条，投资者代表其自身同意并向公司、整体协调人及独家保荐人承诺和保证，在未获公司及华泰（为其自身并代表其他整体协调人）事先书面同意前，其不会并会促使其联属人士不会于自上市日期起（包括上市日期）至上市日期后六(6)个月当日（包括该日）期间（"**禁售期**"）的任何时间直接或间接 (i) 以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的

任何权益, 包括任何可转换、可交换、可行使的证券或代表有权获得上述证券的证券，或同意、订立协议或公开宣布订立此类交易的意向；(ii) 允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）； (iii) 订立与任何上述交易直接或间接具有相同经济影响的任何交易; 或 (iv) 同意或签约，或公开宣布有意达成上述 (i)、(ii) 或 (iii) 所述的任何此类交易。

5.2 公司及华泰确认，禁售期届满后，投资者可自由处置任何相关股份，但前提是投资者在处置前须书面通知公司及华泰，且须确保任何有关处置不会导致股份出现混乱或虚假市场，且在其他方面符合所有具有管辖权的司法管辖区的证券交易相关所有适用法律、法规及规则（包括公司条例、公司（清盘及杂项条文）条例、证券及期货条例、上市规则及所有适用法律）的规定。

5.3 在满足以下所有条件时，第 5.1 条所载任何规定均不会限制投资者向任何投资者的全资附属公司转让全部或部分相关股份：

(a) 提前不少于十(10)个营业日向公司及华泰发出该等转让的书面通知，该通知应包含相关附属子公司的身份（包括但不限于注册地、公司注册号码及商业登记号码）、其与投资者的关系及该附属子公司的业务，以及公司、整体协调人及独家保荐人合理要求的证明潜在受让方为投资者全资附属子公司的证据；

(b) 在有关转让之前，该全资附属公司以令公司及华泰酌情满意的条款向公司、整体协调人及独家保荐人并为其等的利益作出书面承诺同意，且投资者及各自承诺确保该全资附属公司将，受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的限制，犹如该全资附属公司本身须遵守该等义务及限制；

(c) 该全资附属公司被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；

(d) 投资者及该全资附属公司须被视为持有所有相关股份的投资者，并共同及个别承担本协议规定的所有责任及义务；

(e) 倘于禁售期到期前的任何时间，该全资附属公司不再或可能不再为投资者的全资附属公司，其应（及投资者须确保该附属公司应）立即（在任何情况下均在该附属公司停止为投资者的全资附属公司之前）向投资者

或投资者另一家全资附属公司悉数及有效转让其持有的相关股份，并且上述另一家投资者全资附属公司须以令公司及华泰满意的条款向其并为其等的利益作出且投资者须确保其作出书面承诺同意，且投资者承诺促使该全资附属子公司同意，该另一家投资者的全资附属公司受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的限制，并作出本协议下的相同承认、确认、承诺、声明及保证，犹如该全资附属公司本身须遵守该等义务及限制，并与投资者共同及个别承担本协议规定的所有责任及义务；及

(f) 该全资附属公司为 (i) 不得为美国人士，(ii) 位于美国境外，及 (iii) 根据证券法下的 S 规例在美国境外交易中收购相关股份。

5.4 投资者同意及承诺，除非经公司及华泰事先一致书面同意，投资者及紧密联系人于公司已发行股份总数中合共（直接及间接）持有的股份须随时少于 10%（或就“主要股东”的定义而言，上市规则不时规定的其他百分比），且其不会或为公司的核心关连人士。投资者同意，一旦发现其本身及其紧密联系人合共（直接及间接）持有的股份将达到或超过公司已发行股份总数的 10%（或就主要股东的定义而言，上市规则不时规定的其他百分比，或可能导致投资者的持股不会被上市规则或联交所视为公众持股的其他百分比），则投资者会在切实可行的情况下尽快将该情况书面通知公司及华泰。在上市日期之后，投资者及其紧密联系人在公司已发行股份总数中的合并持股（直接或间接）将不会引起公司由公众持有的股票总数减少至上市规则第 8.08 条（经第 19A.13A 条修订及取代）列明的要求的百分比或其他由联交所批准的并适用于公司的百分比。

5.5 投资者同意，投资者于公司股本中所持股份及订立本协议乃基于自营投资(on a proprietary investment basis)，并将按公司及／或华泰的合理要求向公司及／或华泰提供合理证据，以证明其乃基于自营投资而持有公司股本及订立本协议。投资者不得，且须促使其控股股东、联属人士、联系人及各自的实益拥有人不会于簿记建档过程中申请或认购全球发售中的股份（投资者股份除外）或在香港公开发售中申请认购股份，除非该等行动符合《上市指南》第 4.15 章、《上市规则》及其他适用法律及/或法规的规定。

5.6 投资者及其联属人士、联系人、董事、高级人员、雇员或代理不得直接或间接与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、高级人员、雇员或代理订立任何与上市规则（包括但不限于上市指南 4.15 章或香港监管机构发布的书面指引）不符或与之相抵触的安排或协议（包括任

何附函）。投资者进一步确认并承诺其本人及其各自的联属人士、董事、高级人员、雇员、联系人或代理均未订立亦不会订立此类安排或协议。

6. 承认、声明、承诺及保证

6.1 投资者向公司及华泰声明、保证、承诺、承认、同意及确认：

(a) 各公司、整体协调人、独家保荐人及他们各自的联属人士、附属子公司、董事、高级人员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会（于任何特定期间或任何时间）进行或完成，或发售价将如公开文件规定，或者就发售价将属于公开文件所列发表任何声明及作出任何保证或承诺或担保，亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或发售价将如公开文件规定，或者就发售价不同于公开文件所列向投资者承担任何责任。投资者特此放弃以全球发售因任何原因延迟或未能于预期日期及时间完成或根本未能完成，或发售价不同于公开文件所载为由，向公司及华泰及其各自的联属人士提出任何索赔或诉讼的任何权利（如有）；

(b) 本协议、投资者的背景资料及本协议所涉及各方之间的关系及安排须于全球发售的公开文件及其他市场推广及路演材料中披露，而投资者将在公开文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须将其核证副本向香港监管机关备案及就全球发售或以其他方式按照公司（清盘及杂项条文）条例及上市规则在公司及联交所网站供展示；

(c) 根据上市规则须向联交所及在 FINI 上提交的投资者资料，将与公司、联交所、证监会及其他必要的监管机构分享，并将纳入综合配售人名单，该名单将在 FINI 向华泰披露，且所有此类信息在各方面均真实、完整和准确，且不具有误导性；

(d) 发售价经公司与华泰（为其自身并代表其他全球发售的承销商）按照全球发售的条款及条件以单独且排他地厘定，投资者无权就此提出任何异议；

(e) 投资者将通过华泰及／或其联属人士（以国际发售的国际承销商的代表身份）认购投资者股份；

(f) 投资者将根据公司的组织章程细则或公司的其他组成或章程文件、适用法律及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份;

(g) 投资者并非公司的现有股东、关连人士、联属人士，亦非代表该等现有股东、关连人士、联属人士行事的人士;

(h) 投资者股份数目可能会受根据上市规则第 18 项应用指引第 4.2 段,上市指南 4.14 章在国际发售与香港公开发售之间进行的股份重新分配，上市规则附录 F1 所载的配售指引或联交所不时批准、适用于公司的其他比例所影响;

(i) 公司、和华泰可全权酌情调整分配投资者认购的投资者股份数目以满足上市规则第 8.08 条、第 19A.13A 条及第 19A.13C 条的要求;

(j) 于订立本协议日期或前后或于本协议日期后但于国际发售交割前的任何时间，公司及 / 或华泰已经或可能及 / 或拟与一名或以上其他投资者就类似投资订立协议，作为国际发售的一部分;

(k) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或以美国人士的名义或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中除外，亦不得在任何其他司法辖区，或以任何其他司法辖区人士的名义或为其利益，进行直接或间接提呈发售、转售、质押或以其他方式转让，但获豁免遵守任何其他适用法律，或从事这项交易本身就不必遵守任何其他适用法律除外;

(l) 投资者理解并同意，仅可根据 S 规例及根据美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记;

(m) 投资者明白，公司、华泰或国际发售的任何一名国际承销商，或其各自的附属子公司、联属人士、董事、管理人员、雇员、代理人、顾问、联系人、合伙人和代表，并未有就投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144 条进行或获豁免遵守证券法中的其他规定作出任何声明;

(n) 除非第 5.3 条作出规定，否则倘任何投资者股份由其附属公司持有，则只要该附属公司在禁售期届满前继续持有任何投资者股份，投资者须促致该附属公司依然作为投资者的直接或间接全资附属公司并其始终符合及遵守本协议的条款和条件；

(o) 投资者已收到（及可能日后收到）与其及其联属人士（视情况而定）投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及／或内幕消息（定义见证券及期货条例）的信息，且：(i) 在该等信息非因投资者或任何授权接收人（定义见下文）的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则("need-to-know basis")，即仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、附属公司、董事、高级人员、雇员、顾问及代表（"**授权接收人**"）披露；(ii) 其将尽全力确保其授权接收人（已按照本第 6.1(o)条向其披露该等信息）不会向任何人士披露该等信息，除非基于严格的需者方知原则向其他授权接收人披露；及 (iii) 其不会并将确保其授权接收人（已按照本第 6.1(o)条向其披露该等信息）不会以可能会导致违反美国、香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何上市规则及内幕交易规定）的方式直接或间接购买、出售、买卖或以其他方式交易公司或其联属人士或联系人的股份或其他证券或衍生工具；

(p) 在保密前提下提供予投资者及／或其代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已在保密前提下提供（无论以书面还是口头形式）予投资者及／或其代表的任何其他材料，不得复制、披露、流通或散布予任何其他人士，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者于决定是否投资于投资者股份时不应加以依赖。为免生疑问：

(i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供（无论书面还是口头形式）予投资者及／或其代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及／或其代表的材料中均无任何内容应构成任何合同或承诺的依据；

(ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供

（无论以书面还是口头形式）予投资者及／或其代表的材料作出或收到任何认购、收购或购买任何股份或其他证券的要约或邀请；及

(iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）或交付予投资者的材料于订立本协议后可能会进一步作出修订，故投资者于决定是否投资于投资者股份时不应加以依赖，且投资者特此同意该等修订（如有）并放弃与该等修订（如有）相关的权利；

(q) 本协议并不共同或个别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约；

(r) 投资者或其任何联属人士或代其行事的任何人士未曾亦不会从事任何与股份相关的定向销售工作（定义见 S 规例）或一般招揽或一般广告或公开发行（定义见证券法第 4(2) 条）；

(s) 投资者已获得其认为对评估认购投资者股份的利弊及风险必要或有利的所有资料，并已获取机会就公司、投资者股份或其认为对评估认购投资者股份的利弊及风险必要或有利的其他相关事宜，咨询公司或华泰并获得答复，且公司已就于投资者股份的投资向投资者或其代理提供投资者或其代表要求的所有文件及资料；

(t) 在作出投资决定时，投资者于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的资料，而非任何其他可能已由公司及／或华泰或其代表（包括其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士）提供予投资者的资料，公司、华泰及其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士概不就国际发售通函未包含的任何该等资料或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、华泰及其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士目前不会且将来亦不会对投资者或其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士因上述人士使用或依赖该等资料或材料，或其他在国际发售通函中未包含的任何资料而产生的后果负任何责任；

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

(v) 投资者将遵守本协议、上市规则及任何关于其直接或间接处置任何相关股份（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；

(w) 投资者已自行对公司、集团及投资者股份以及本协议规定的投资者股份认购条款进行核查，并自行取得其认为必需或适当的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），且就投资者股份之投资相关（包括税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或华泰或有关全球发售的承销商或其代表获取或分析（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证，且公司、华泰或其各自的联系人、附属子公司、联属人士、董事、高级人员、合伙人、雇员、顾问、代理或代表，或参与全球发售的任何其他方，概不就与投资者股份之任何买卖相关的任何税务、法律、监管、财务、会计、货币或其他经济或其他认购投资者股份之后果负有任何责任；

(x) 投资者确认现时并无投资者股份的公开市场，而公司、华泰、资本市场中介人、参与全球发售的其他承销商及彼等各自的附属公司、联系人、合伙人、联属人士、董事、高级人员、雇员、顾问、代理、代表以及参与全球发售任何其他各方亦不保证投资者股份将拥有公开或活跃市场；

(y) 任何股份买卖均须遵守适用法律（包括证券及期货条例、上市规则、证券法及任何其他适用法律或任何主管证券交易所的相关规则对股份交易的限制）；

(z) 在全球发售基于任何理由而延迟、终止或不能完成的情况下，公司、华泰、其各自的任何联系人、附属子公司、联属人士、董事、高级人员、雇员、合伙人、顾问、代理或代表或参与全球发售的任何其他方将不会产生任何须向投资者或其附属公司承担的责任；

(aa) 公司、华泰(为其自身并代表其他整体协调人)将全权酌情决定变更或调整 (i) 全球发售将予发行的股份数目； (ii) 香港公开发售及国际发售分别将予发行的股份数目；及 (iii) 就发售的股份及发售价作出可获联交所批准及符合适用法律的其他调整或重新分配；

(bb) 投资者已同意于上市日期前三(3)个营业日下午 5 时 30 分前（香港时间）或根据第 4.3 条约定的其他日期和时间支付投资总额及相关经纪佣金及征费；

(cc) 任何股份交易均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何有管辖权的证券交易所的任何其他适用法律对股份交易的限制；

(dd) 任何不符合本协议限制而作出的有关股份的要约、出售、质押或其他转让均不获公司承认；

(ee) 除本协议及投资者签订的外，投资者与公司、公司的任何股东、整体协调人及/或独家保荐人之间不存在与全球发售有关的其他协议；

6.2 投资者向公司及华泰作出进一步声明、保证及承诺：

(a) 其已正式注册成立，并依其注册成立地点的法律有效存续和保持持续合规，且概无就其清算或清盘提交呈请、作出责令或通过有效决议案；

(b) 其有资格接收和使用本协议项下的信息（包括但不限于本协议、招股书草稿和初步发售通函），且该等信息不会违反适用于投资者的所有法律，亦不会要求投资者在所在的司法管辖区内进行任何注册或许可；

(c) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；

(d) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行

动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权），因此，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同意、批准和授权，（第 3.1 条规定的条件除外）；

(e) 本协议已获投资者正式批准、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；

(f) 其已采取且将于本协议的有效期内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；

(g) 根据适用于投资者的任何相关法律就投资者认购本协议下的投资者股份所需的所有同意、批准、授权、许可及登记（"**批准**"）均已获得且完全有效，并无被作废、撤销、撤回或搁置，而该等批准概不受未满足或履行之任何先决条件所限。截至本协议签订之日，所有批准均未被无效、撤销、撤回或废止，且投资者亦不知晓任何可能导致该等批准无效、撤销、撤回或废止的事实或情况。投资者进一步同意及承诺，如果当中任何批准不再完全有效，或因任何原因被作废、撤销、撤回或搁置，将立即以书面形式通知公司及华泰；

(h) 在法律允许的程度下，投资者须于公司及/或华泰或其各自联属人士提出要求时在合理地切实可行的范围内，尽快向公司、整体协调人及/或独家保荐人或其各自联属人士提供联交所及其他政府机关可能要求的资料；

(i) 投资者签订及交付本协议以及其履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反 (i) 投资者公司章程大纲或其他组织或章程文件；或 (ii) 投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购投资者股份的其他法律；或 (iii) 任何对投资者具有约束力的协议或其他文书，或 (iv) 对投资者具有司法管辖权的任何政府机关的任何判决、命令或法令；

(j) 其已遵守且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按具有管辖权的机构或主体或证券交易所的规定，应要求及时以直接或间接通过公司及/或华泰的方式向联交所、证监会、中国证监会及/或其他政府、公共、货币或监管部门或机构或证券交易所（统称"**监管机构**"）提供资料或促使或促成他人提供资料，并在各种情况下，根据适用法律或任何监管机构不时所要求，同意及赞成披露该等资料

（包括但不限于 (i) 投资者及其最终实益拥有人的身份信息，及/或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii) 本协议项下的拟议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、投资总额以及禁售限制）；(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以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及/或 (iv) 投资者或其实益拥有人和联系人，与公司及其任何股东之间的任何关联关系）（统称"投资者相关信息"）。投资者进一步授权公司、华泰或其各自的联属人士、联系人、附属子公司、代理、董事、高级人员、雇员、顾问、合伙人及代表，根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

(k) 投资者在金融及商业事务方面拥有丰富的知识及经验，因此，其 (i) 有能力评估对投资者股份进行投资将带来的益处及风险；(ii) 有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii) 已获得其认为对决定是否对投资者股份进行投资属必要或适用的所有资料；及 (iv) 在对处于类似发展阶段的公司的证券进行投资的交易方面拥有丰富经验；

(l) 其为专业投资者及其就本协议项下的交易而言并非系任何整体协调人、独家保荐人或全球发售的资本市场中介人的客户而签订本协议；

(m) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份，且投资者无权指定任何人士担任公司董事或高级人员；

(n) 投资者根据"离岸交易"（定义见 S 规例）于美国境外认购投资者股份，且其并非美国人士；

(o) 投资者将于豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；

(p) 投资者及其实益拥有人及/或联系人 (i) 为独立于公司的第三方；(ii) 并非公司的关连人士，且投资者认购投资者股份不会构成关连交易（定义见上市规则）及不会导致投资者及其实益拥有人成为公司的关连人士，而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份

协议的其他人士的关系，且于紧随本协议完成后就公司的控制事宜而言将独立于任何关连人士，并不会与该等人士一致行动（定义见证监会出具的《公司收购、合并及股份回购守则》）；(iii) 具有财务能力并将使用自有财务资源履行本协议项下的所有义务；(iv) 并无直接或间接受公司任何核心关连人士（定义见上市规则）的融资、资助或支持，且并无惯常接受亦未接受任何有关核心关连人士、公司、公司或其任何附属公司的任何董事、高级行政人员、控股股东、主要股东或现任股东、或任何有关人士的紧密联系人（定义见上市规则）关于收购、处置、投票表决或以其他方式处置公司证券的任何指示；(v) 不属于上市规则附录 F1（《股本证券的配售指引》）第 5 段所述的任何类别人士；及 (vi) 与公司或其任何股东不存在关联关系，除非另行向公司及华泰作出书面披露；

(q) 各投资者、其实益拥有人及/或联系人并非(i)全球发售的任何整体协调人、独家保荐人、联席全球协调人、账簿管理人、联席牵头经办人、资本市场中介人及承销商以及牵头经纪商或任何分销商的“关连客户”，或（ii）公司现有股东的“紧密联系人”。“关连客户”及“分销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；

(r) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“**全权管理投资组合**”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；

(s) 投资者、其实益拥有人及其各自的联系人均非公司董事（包括于之前 12 个月内担任董事）、监事或现任股东或其联系人或上述任何人士的代名人；

(t) 除非已书面通知华泰，否则投资者及其实益拥有人并不属于 (a) 联交所的 FINI 配售人名单模板所列、或 FINI 界面或上市规则要求披露的任何配售人类别 （“基石投资者”类别除外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）需在公司的配发结果公告中识别的任何配售人群体；

(u) 投资者并未且不会与任何“分销商”（定义见 S 规例）就分派股份订立任何合约安排，惟与其联属人士所订立者或经公司事先书面同意者除外；

(v) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）、上市指南 4.15 章的规定及证监会发出的所有相关指引进行及不会采取任何可能导致公司、独家保荐人及/或整体协调人违反该等规定的行为；

(w) 投资者、及彼等各自的联属人士、联系人、董事、高级人员、雇员及代理概无接受或与公司、集团任何成员公司或彼等各自的联属人士、董事、高级人员、雇员及代理订立任何安排或协议、附函或其他或从事任何于上市规则或上市指南不符或构成违反的行为或活动;

(x) 投资者、其实益拥有人及／或联系人概无以公司的任何关连人士、任一整体协调人、独家保荐人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均独立于（且不关连于）已参与或将参与全球发售的其他投资者及其任何联系人;

(y) 投资者将使用其自有资金认购投资者股份，且其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;

(z) 除本协议所规定者及/或遵守上市指南第 4.15 章外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺;

(aa) 投资者或各自的任何实益拥有人及/或联系人除根据本协议以外，概无曾经或将会申请全球发售项下的任何股份或已经或将通过账簿管理程序下订单;

(bb) 除非已透过书面形式向公司及华泰作出披露，否则投资者、其实益拥有人及/或联系人并未亦不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；及

(cc) 投资者及其紧密联系人（根据上市规则的定义）在公司已发行股本总额中的（直接或间接）合计持股比例不得导致公司由公众持有的证券总数（根据上市规则的定义）低于上市规则要求的百分比或香港联交所批准的其他百分比。

6.3 投资者向公司及华泰声明及保证，附表 2 所载有关其本身及其为成员公司的集团的详情，以及按要求向监管机构及／或公司、华泰及各自的联属人士所提供的所有投资者相关信息，在所有方面均属真实、完整及准确，且无误导成分。在不影响第 6.1(b)条规定的情况下，投资者不可撤回地同意，倘公司及华泰全权认为有必要，则于公开的文件、市场推广及路演材料以及公司及／或华泰或其代表可能就全球发售刊发的其他公告中引述及载列其名称及本协议的全部或部分详情（包括附表 2 所载详情）。投资者承诺会尽快提供有关其本身、其所有

权（包括最终实益拥有权）及／或公司及／或华泰可能合理要求的其他事项的其他资料及／或支持文件，以确保各自符合适用法律及／或公司或证券登记及／或联交所、证监会及中国证监会等主管监管机构的要求。投资者谨此同意，经审阅将载入公开文件草稿及不时提供予投资者的其他有关全球发售的市场推广材料的有关其本身及其为成员公司的集团的详情以及投资者可能合理要求作出修订（如有）后，投资者应被视为担保有关其本身及其为成员公司的集团的详情在所有方面均属真实、准确及完整，且无误导成分。

6.4 投资者明白，第 6.1、6.2 及 6.3 条所载的声明、保证、承诺、协议及确认乃（其中包括）按香港法律及美国证券法等的规定作出。投资者承认，公司、华泰、与全球发售有关的承销商及彼等各自的附属公司、代理、联属人士、顾问、联系人、董事、高级人员、雇员、合伙人、代表以及其他人士将依赖本协议所载投资者的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再准确及完整或具误导成分，其将立即书面通知公司及华泰，且公司及华泰(为其自身并代表其他整体协调人)有权终止本协议，且不完成本协议项下拟进行的交易。

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

6.6 投资者各自根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期重复作出。

6.7 公司向投资者声明、保证及承诺：

(a) 其已正式注册成立，并依据其注册成立地法律有效存续；

(b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并已就此采取一切所需行动；

(c) 在支付款项及根据第 5.1 条受禁售期所限的前提下，一旦根据第 4.4 条及第 4.5 条交付予投资者，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的股份享有同等地位；

(d) 公司、其控股股东（定义见上市规则）、集团任何成员公司及彼等各自的联属人士、董事、高级人员、雇员及代理概无与任何投资者或其联属人士、董事、高级人员、雇员或代理订立任何与上市规则（包括上市指南 4.15 章）不符的协议或安排，包括任何附函；及

(e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、高级人员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可于下列情况下予以终止：

(a) 根据第 3.2 条、第 4.6 条或第 4.7 条的规定终止；

(b) 若于国际发售结束时或之前（不论本协议有任何相反的约定），投资者或投资者的全资附属公司（在根据上文第 2.2 条投资者通过其全资附属公司认购投资者股份的情况下）重大违反本协议（包括重大违反投资者于本协议下所作任何声明、保证、承诺及确认），可由公司或华泰单独终止；或

(c) 在获得各方的书面同意的情况下终止。

7.2 在不影响第 7.3 条及本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 8.1 条项下的保密责任外），而各方于

本协议项下的所有权利及责任（除下文所载第 7.3 条及第 11 条项下的权利外）应终止，但在不损害公司及华泰（包括其各自之联属人士、联系人、董事、高级人员、雇员、代表、顾问等）对投资者就本协议项下条款在该终止或之前已产生的权利的前提下，任何一方不得向任何其他各方提出任何申索，且为避免疑问，投资者亦不得于上述终止后向任何其他各方提出任何申索。

7.3 第 **Error! Reference source not found.**, 8.1, 10, 11 及 12 条及投资者于本协议项下的弥偿义务应于任何情形下在本协议终止后继续有效。

7.4

8. 公布及保密

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

(a) 向联交所、证监会、中国证监会及/或规管公司及／或华泰的其他监管机构披露，而投资者的背景以及公司与投资者的关系可于公司将予刊发或代表公司刊发的公开文件以及公司及/或华泰就全球发售而将予刊发或代表公司刊发的市场推广、路演材料、展示文件及其他公告内载述；

(b) 按需者方知原则向各方各自的法律及财务顾问、核数师及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表和代理披露，前提是有关方应 (i) 促使其上述法律、财务和其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表和代理知悉及遵守本协议所载的所有保密义务；及 (ii) 对其上述法律、财务和其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表和代理违反上述保密义务负责；及

(c) 任何一方根据任何适用法律、对有关方具有管辖权的任何政府机关或机构（包括但不限于联交所、证监会及中国证监会）或证券交易所规则（包括根据公司（清盘及杂项条文）条例及上市规则将本协议作为重大合同呈交香港公司注册处登记，以供展示）的规定或任何有管辖权的政府机关具有约束力的判决、命令或规定可能须予披露的其他情况。

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

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

8.4 投资者承诺会就按第 8.1 条所述须予编制的任何披露内容及时提供合理要求的一切协助（包括提供与投资者、其所有权（包括最终实益拥有权）及／或公司或华泰可合理要求的披露内容提及的其他有关事项有关的进一步资料及／或相关支持文件），以 (i) 于本协议日期后在公开文件中更新投资者的详情，并核实有关提述；及 (ii) 使公司及华泰符合适用的公司或证券登记规定及／或主管监管机构（包括联交所及证监会）的要求。在不影响上述第 8.3 条的前提下，投资者不可撤销的同意在公开文件及其他市场推广、路演材料及其他公告和文件中提述及包括投资者的名称、本协议的描述、投资者的背景及其与公司、独家保荐人、每个整体协调人及/或承销商等其他参与全球发售的人士的关系。

9. 通知

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

如致公司，至：

地址： 香港湾仔皇后大道东248号大新金融中心40楼

电子邮件： yuanmei@jinxunec.com

收件人： 袁梅女士

如致投资者，至：

地址： Room 303, 3/F., Golden Gate Commercial Building, 136-138 Austin Road, Tsim Sha Tsui, Kowloon

电子邮件: bixuewen@bridgezonegroup.com

传真: 不适用

收件人: 联域集团有限公司

如致华泰，至:

地址: 香港皇后大道中 99 号中环中心 62 楼

电子邮件: project121@htsc.com

收件人: Project 121 Team

9.2 任何根据本协议送呈的通知须由专人送递或以电子邮件发送或以传真发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，倘以电子邮件发送则在发送后（除非发件人收到自动生成的消息表示电子邮件未能送达），倘以传真发送则在收到传送确认后，以及倘以预付邮资的邮件寄送（如缺乏经已更早收取的证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

10. 一般事项

10.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司因进行全球发售所需的同意、批准及授权外，各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意、批准或授权，且各方进一步确认其可履行本协议所载义务。

10.2 本协议规定独家保荐人及整体协调人须承担各别的责任（而非共同或共同及各别）。如任何其他各方未能履行各自在本协议项下的义务，华泰毋须承担相关责任，该等缺失亦不影响任何其他各方执行本协议的条款的权利。尽管有上述规定，华泰有权在适用法律允许的范围内单独行使或与其他各方共同行使本协议项下的任何或全部权利。

10.3 除明显错误外，公司与华泰真诚地就本协议的投资者股份数目及发售价以及投资者根据本协议第**4.3**条以及为本协议目的而需要支付的金额而作出的计算结果及决定乃为定论。

10.4 投资者、公司及华泰应就本协议所需或可能所需或与之关联的第三方的任何通知或同意书及／或批准进行合作。

10.5 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方或其代表签署者除外。为避免疑义，对本协议的任何修改或变更无需事先通知或获得非本协议方任何人士的同意。

10.6 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人/卖方和相关的受让人/买方等额承担除外。

10.7 时间应为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过各方的书面同意予以延长。

10.8 本协议的所有条文只要能够予以履行或遵守，即使在根据第 4 条交割后，亦继续保持十足效力及作用，惟已履行的事项及其经各方书面同意后予以终止除外。

10.9 本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。

10.10 除非本第 10.10 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得的任何权利或救济：

(a) 获弥偿各方可按犹如彼等为本协议的一方的方式执行及倚赖第 6.5 条；及

(b) 本协议可无需经第 10.10(a)条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。

10.11 华泰有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款将所有或任何其相关权利、职责、权力及酌情决定权转授予其任何一家或多家联属公司。根据本分条下的权力转授，华泰应根据本分条对其转授相关权利、职责、权力及／或酌情决定权的对其按此转授权力的联属公司的所有行为及过失承担责任。

10.12 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视作有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行

该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。

10.13 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：

(a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或

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

10.14 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，且一切利益仅拨归他们所有。并且，概无其他人士可购买或享有任何在本协议中的或凭借本协议而获得的权利。除为了华泰的内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。

10.15 假如投资者于上市日期或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司及华泰亦有权撤销本协议，而各方的所有义务应予终止，但不损害所有其他各方蒙受的全部或任何损失及损害而针对投资者提出索赔要求的权利。

10.16 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

11. 管辖法律及司法管辖权

11.1 本协议受香港法例规管并据此予以诠释。

11.2 因本协议而产生或与之有关的或因本协议的存在、或因违反、终止、解释、履行本协议或本协议失效而产生的或与之有关的任何纠纷、分歧、争议或索赔或任何因本协议而引起或与之有关的非合同性纠纷，均应提交由香港国际仲裁中

心管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。应有三名仲裁员且仲裁程序中的语言应为英文。仲裁庭的决定及裁决为最终决定，对各方具有约束力，可于任何具有司法管辖权的法院登记及执行，且只要可以有效放弃向任何司法机构申请任何形式的上诉、审查或追索的任何及所有权利，各方应不可撤销及无条件地放弃该等权利。尽管有以上规定，但在仲裁庭被委任前，各方有权向有管辖权的法院寻求临时禁令性救济或其他临时救济。在不影响根据国家法院司法管辖权可能提供的临时救济的情况下，仲裁庭可全权授予临时救济或命令各方要求法院修改或撤销由其提出的临时或初步救济，并就任何一方未能尊重仲裁庭就此而作出的命令判定赔偿。

12. 豁免

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

13. 副本

13.1 本协议可签立为多份文本，各方每份均须签署。各文本等同于原件，但所有文本一并构成一份且属同一份文件。通过电子邮件附件（PDF）或传真件交付本协议已签字的签字页副本为有效的交付方式。

本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，**特此为证**。

由袁荣)
代表)
云南金浔资源股份有限公司) 袁荣
)
签署)

由毕学文，董事
代表
联域集团有限公司
签署

为及代表
華泰金融控股（香港）有限公司
(Huatai Financial Holdings (Hong Kong) Limited)

附表 1
投资者股份

投资者股份数目

投资者股份数目应等于(1) 相当于3,000,000美元的港元金额（根据公司最终招股书“有关本招股说明书及全球发售的信息—汇率换算”一节所载的汇率计算）（包含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，向下约整至最接近每手200股股份的完整买卖单位。

根据上市规则第18项应用指引第4.2段，上市指南4.14章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予认购的投资者股份数目可能受国际发售与香港公开发售之间股份的重新分配影响。倘香港公开发售对股份的总需求属于公司最终招股书“全球发售的架构—香港公开发售—重新分配”一节所载的情况(如有)，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。此外，公司及华泰可全权酌情调整分配投资者股份数目以满足(i)上市规则第8.08(3)条的要求（即于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的股份股份数量占比不得超过50%）；(ii) 符合上市规则第 19A.13A条或联交所批准的其他最低公众持股量要求；(iii)上市规则第19A.13C条项下的最低自由流通量要求；或(iv)上市规则第18项应用指引第3.2段的要求（即全球发售初始发行的股份总数中至少40%须分配予配售部分的投资者（基石投资者除外））。此外，华泰及公司可全权酌情调整投资者股份数目，以符合上市规则附录F1（《股本证券的配售指引》）的规定。

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
主营业务:	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:	不适用
最终控股股东的主营业务:	不适用
股东及持有之权益:	毕学文：直接持有联域集团有限公司100%的股份
插入招股书的投资者详情:	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 Bi Xuewen (畢學文), an Independent Third Party, with extensive experience in the capital markets and providing solid support to the investment strategies of Bridge Zone Group.
相关投资者类别（根据联交所 FINI 配售人名单模板的要求包括或 FINI 界面就配售情况的要求披露）	基石投资人

December 29, 2025

YUNNAN JINXUN RESOURCES CO., LTD.

AND

ZHENGXIN GROUP INVESTMENT LIMITED

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

CLSA LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATIONS 1
2. INVESTMENT 6
3. CLOSING CONDITIONS 7
4. CLOSING 9
5. RESTRICTIONS ON THE INVESTOR 11
6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 13
7. TERMINATION 23
8. ANNOUNCEMENTS AND CONFIDENTIALITY 24
9. NOTICES 25
10. GENERAL 26
11. GOVERNING LAW AND JURISDICTION 28
12. IMMUNITY 28
13. PROCESS AGENT 29
14. COUNTERPARTS 29

SCHEDULE 1 INVESTOR SHARES S1-1

SCHEDULE 2 PARTICULARS OF INVESTOR S2-1

THIS AGREEMENT (this "**Agreement**") is made on December 29, 2025

BETWEEN:

(1) **Yunnan Jinxun Resources Co., Ltd.**, a company incorporated in the PRC with limited liability which was converted into a joint stock company with limited liability, whose registered office is at 3/F, Block B, No. 1389 Changyuan North Road, Gaoxin District, Kunming, Yunnan Province, PRC (the "**Company**");

(2) **Zhengxin Group Investment Limited**, a company incorporated in British Virgin Islands whose registered office is at Sea Meadow House, Blackburne Highway (P.O. Box 116), Road Town, Tortola, British Virgin Islands (the "**Investor**");

(3) **Huatai Financial Holdings (Hong Kong) Limited**, whose registered office is at 62/F, The Center, 99 Queen's Road Central, Hong Kong ("**Huatai**" or the "**Sole Sponsor**"); and

(4) **CLSA Limited**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**", together with Huatai, the "**Overall Coordinators**").

WHEREAS:

(A) The Company has made an application for the listing of its Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising (i) an offer of Shares to the public in Hong Kong (subject to adjustment) (the "**Hong Kong Public Offering**") and (ii) a conditional placing of Shares subject to adjustment and the Over-allotment Option (as defined below)) to investors outside the United States (including professional and institutional investors in Hong Kong) in accordance with Regulation S pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act (the "**International Offering**").

(B) Huatai is acting as the sole sponsor of the Company (the "**Sole Sponsor**"), the sponsor-overall coordinator, and Huatai and CLSA 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 recitals and schedules, each of the following terms and expressions shall, unless the context suggests otherwise, have the following meanings:

"**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;

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

"**business day**" means any day (other than Saturday, 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 book-building 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;

"**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);

"**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, as amended, supplemented or otherwise modified from time to time;

"**Delayed Delivery Date**" means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.4;

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;

(i) (A) 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), whether directly or indirectly and whether conditionally or unconditionally; or (B) 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 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 in 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 an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority, department 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;

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

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

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

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

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

"**Investor-related Information**" has the meaning given to it in clause 6.2(j);

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

"**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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), 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), in each case, of the Aggregate Investment Amount;

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

"**Listing Guide**" means the "Guide for New Listing Applicants" published by the Stock Exchange in November 2023 which took effect on January 1, 2024, as amended, supplemented or otherwise modified from time to time;

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guides and other requirements of the Stock Exchange, each as amended, 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 Share (exclusive of Brokerage and Levies) at which the Shares are to be offered pursuant to the Global Offering;

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

"**Overall Coordinators**" has the meaning given to it in Recital (B);

"**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, supplemented or otherwise modified from time to time;

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

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

"**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;

"**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;

"**Regulators**" has the meaning given to it in clause 6.2(j);

"**Regulation S**" means Regulation S under the Securities Act;

"**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);

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

"**SFC**" means the Securities and Futures Commission of Hong Kong;

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

"**Shares**" means the ordinary shares with nominal value of RMB1.00 each in the share capital of the Company, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**subsidiary**" has the meaning given to it in the Listing Rules;

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.

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 the 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;

(ii) to any repealed statute or 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 organisation;

(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 jointly 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 jointly waived by the Company and the Overall Coordinators and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as 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 4.3.

2.2 The Investor may elect by notice in writing served to the Company and the Overall Coordinators 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 a U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations 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 and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

2.3 The Overall Coordinators may in their sole discretion, after consultation with the Company, determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.4.

2.4 The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the respective obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the

Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly 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 jointly waived by the Company and the Overall Coordinators 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 pursuant to the underwriting agreements to be entered into by, amongst others, the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Shares (including the Investor Shares as well as other applicable waivers and approvals and those in connection with the subscription by the Investor of the Investor Shares) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;

(d) 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;

(e) 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 Shares on the Stock Exchange; and

(f) the respective representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly 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 jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to subscribe for, and the respective obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares 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 Overall Coordinators and/or the Sole Sponsor shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause

shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, confirmations and acknowledgements given by the Investor respectively 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 as set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Sole Sponsor 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 will not be as set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Sole Sponsor or their respective subsidiaries, affiliates, officers, directors, employees, staff, associates, partners, agents, advisors 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 that the Offer Price will be as 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 Overall Coordinators (and/or their affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

4.2 In the event that, in the opinion of the Company, the Sole Sponsor and the Overall Coordinators, the requirements under (i) Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company, (ii) Rule 19A.13A of the Listing Rules, which requires that there must be an open market in the Shares, (iii) Rule 19A.13C of the Listing Rules, which requires that there must be sufficient Shares that are held by the public and available for trading upon Listing Date; and/or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, may not be complied with on the Listing Date, the Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08, Rule 19A.13A and Rule 19A.13C of the Listing Rules. Further, the Sole Sponsor, the Overall Coordinators and the Company shall have the right to adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with the Listing Rules.

4.3 Regardless of the time and manner of the delivery of the Investor Shares, 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 CLSA by same day value credit at or before 5:30 p.m. (Hong Kong time) on three (3) 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 CLSA in writing no later than three (3) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.4 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the "**Delayed Delivery Date**") later than the

Listing Date, CLSA shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor Shares as specified in clause 4.3.

4.5 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.3, 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 Overall Coordinators in writing no later than three (3) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.4.

4.6 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised, and the payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.

4.7 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.8 Each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, subsidiaries, officers, directors, employees, staff, associates, partners, agents, advisors and representatives (as the case may be) shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, the Sole Sponsor or the Overall Coordinators (as the case may be), including but not limited to acts of God, flood, war (whether declared), government rules in relation to pandemic or outbreak of disease, terrorism, fire, riot, revolt, civil commotion, epidemic or pandemic (including but not limited to SARS, H5N1, MERS and COVID-19), outbreaks, escalation, mutation or aggravation of diseases, calamity, crisis, public disorder, earthquake, tsunami, volcanic eruption, other natural disasters, outbreak or escalation of hostilities (whether or not war is declared), declaration of a regional, national or international emergency, economic sanctions, political change, paralysis in government operations, interruption or delay or severe disruption in transportation, strike, lockout, other industrial action, work stoppage, or other forms of resignation and strike, general failure of electricity and other supply, collision, technical failure, unexpected failure, mechanical failure, electrical failure, computer failure, failure of banking system, embargo, labour dispute, any change in any existing or future laws or any existing or future act of government or the like, and in such

event, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate; provided that termination of this Agreement pursuant to this clause 4.8 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.

5. RESTRICTIONS ON THE INVESTOR

5.1 Subject to clause 5.3, the Investor agrees, covenants with and undertakes to the Company the Overall Coordinators and the Sole Sponsor that without the prior written consent of the Overall Coordinators, 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 security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (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; (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) or (iii) above.

5.2 The Company, the Overall Coordinators and the Sole Sponsor acknowledge that, the Investor may dispose of any Relevant Shares at any time after expiration of the Lock-up Period, provided that such Investor shall, prior to the disposal, provide a written notification to each of the Company, the Overall Coordinators and the Sole Sponsor and shall ensure that any such disposal will not create a disorderly or false market in the Shares and is otherwise in compliance with all the applicable laws, rules and regulations in all competent jurisdictions in relation to the securities trading (including the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the SFO, the Listing Rules and all applicable laws).

5.3 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 ten (10) business days' prior written notice of such transfer is provided to the Company, the Overall Coordinators and the Sole Sponsor, which contains the identity of the relevant subsidiary (including but not limited to the place of incorporation, company registration number and business registration number), its relationship with the Investor and the business of such subsidiary, and such evidence to prove the prospective transferee is the wholly-owned subsidiary of the Investor as the Company, the Overall Coordinators and the Sole Sponsor may reasonably require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor 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 restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure such wholly-owned subsidiary to agree 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 acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not a U.S. Person; located outside the United States and (ii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

5.4 The Investor agrees and undertakes that, except with the unanimous prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares 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") at all times, and it will not become a core connected person of the Company. The Investor agrees that in the event that the aggregate holding (direct and indirect) of the Investor and its close associates in the total number of issued shares of the Company might become or exceed 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder", or such other percentage which shall render the shareholding of the Investor to not be perceived under the Listing Rules or by the Stock Exchange as being held in the hands of the public), the Investor shall as soon as practicable provide a written notification to the Company, the Overall Coordinators and the Sole Sponsor with respect to the circumstance. Upon and following the Listing Date, the aggregate holding (direct and indirect) of the Investor andits close associates in the total number of issued shares of the Company will not result in the percentage of the Shares held by the public shareholders being less than the required percentage under Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules or other percentage as may be approved by the Stock Exchange and applicable to the Company.

5.5 The Investor agrees that the Investor's holding of the Company's share capital and entering into this Agreement is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor showing that the Investor's holding of the Company's share capital and entering into this Agreement is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for Shares in the Global Offering (other than the Investor Shares) or make an application for Shares in the Hong Kong Public Offering unless

such action is in compliance with the guidance set out in Chapter 4.15 of the Guide, the Listing Rules and other applicable Laws and/or regulations.

5.6 The Investor and its affiliates, associates, directors, officers, employees or agents shall not directly or indirectly enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither themselves nor their respective affiliates, directors, officers, employees, associates or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:

(a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, subsidiaries, directors, 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 as 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 as 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 Overall Coordinators and the Sole Sponsor 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 as 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 for 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;

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed to the Overall Coordinators on FINI and all such information is true, complete and accurate in all respects and is not misleading;

(d) the Offer Price is to be determined solely and exclusively by the Company and the Overall Coordinators (for itself and on behalf of the other underwriters of the Global Offering) and the terms and conditions of the Global Offering, and the Investor shall not have any right to raise any objection thereto;

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

(f) 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;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of the aforementioned persons;

(h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

(i) the Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08, 19A.13A and 19A.13C of the Listing Rules;

(j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except pursuant to an exemption from, or in a transaction not subject to, any other applicable Laws;

(l) 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 under the Securities Act) in accordance with Regulation S and 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;

(m) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(n) except as provided for under clause 5.3, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that such subsidiary remains a directly or indirectly 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;

(o) 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 and its affiliates' (as the case may be) investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers 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(o)) 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(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the 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 the Listing Rules and any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives constitutes an invitation or offer or the solicitation 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 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);

(q) 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;

(r) 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 Shares or general solicitation or general advertising or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Shares;

(s) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(t) 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 which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;

(u) none of the Overall Coordinators, the Sole Sponsor, the CMIs, the other underwriters and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its respective directors, 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;

(v) 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;

(w) the Investor 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 Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, subsidiaries, affiliates, directors, officers, partners, employees, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, legal, regulatory, financial, accounting, currency or other economic or other consequences of the subscription of the Investor Shares or in relation to any dealings in the Investor Shares;

(x) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor, the CMIs, other underwriters involved in the Global Offering and their respective subsidiaries, associates, partners, affiliates, directors, officers, employees, advisors, agents or representatives and other parties participating in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

(y) any trading of the Shares shall comply with applicable Laws (including the SFO, the Listing Rules, the Securities Act and other restrictions on trading of the Shares under any applicable Laws or relevant rules of any competent stock exchange);

(z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor, any of their respective associates, subsidiaries, affiliates, directors, officers, employees, partners, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of the Shares being offered and the Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:30 p.m. (Hong Kong time) on three (3) business days prior to the Listing Date or such other date and time as agreed in accordance with clause 4.3;

(cc) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

(dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares; and

(ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Sole Sponsor on the other hand in relation to the Global Offering, other than this Agreement entered into by the Investor.

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

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been 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, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the Investor shall provide, upon request, to the Company, the Sole Sponsor and/or the Overall Coordinators and their respective affiliates as soon as reasonably practicable and to the extent legally permissible such information as may be required by the Stock Exchange and other Governmental Authority;

(i) 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 of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(j) 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 Overall Coordinators and/or the Sole Sponsor, to the Stock Exchange, the SFC, the CSRC and/or 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 and/or the person ultimately responsible for the giving of the instruction relating to the subscription of the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription 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 the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, associates, subsidiaries, agents, directors, officers, employees, advisors, partners and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(k) 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;

(l) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Sole Sponsor or the CMIs of the Global Offering in connection with the transactions contemplated thereunder;

(m) 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;

(n) the Investor is subscribing the Investor Shares outside the United States in reliance on an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;

(o) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(p) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons of the Company and the Investor's subscription for the Investor Shares shall not constitute a "connected transaction" (as defined in the Listing Rules) and will not result in the Investor and its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity and will be using their own financial resources to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by any core connected person (as defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any such core connected person of the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of 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 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules; and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing;

(q) each of the Investor, its beneficial owner(s) and/or associates is not (i) a "connected client" of any of the Overall Coordinators, the Sole Sponsor, the joint global coordinators, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors, or (ii) a "close associate" of any existing shareholder of the Company. The terms "**connected client**" 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, beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") 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;

(u) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

(v) 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 Listing Guide and all relevant guidelines issued by the SFC and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;

(w) neither the Investor nor any of its affiliates, associates, directors, officers, employees or agents has accepted or entered into any arrangement or agreement, side letter or otherwise, from the Company, any member of the Group, or any of their respective affiliates, directors, officers, employees or agents in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, the Listing Rules or the Listing Guide;

(x) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of 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;

(y) the Investor will subscribe for the Investor Shares using its own funds 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;

(z) except as provided for in this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide, 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;

(aa) except as provided for in this Agreement, the Investor and its beneficial owners and/or associates have applied or will apply for any Share or have placed or will place an order through the book-building process under the Global Offering unless such action is in compliance with the guidance set out in Chapter 4.15 of the Guide, the Listing Rules and other applicable Laws and/or regulations;

(bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

(cc) the aggregate holding (direct or indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor and

their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators 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.

6.4 The Investor understands that the representations, warranties, undertakings, agreements and acknowledgements in clauses 6.1, 6.2 and 6.3 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates, advisers, associates, directors, officers, employees, partners, representatives, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor 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, in which case any of the Company, the Overall Coordinators and the Sole Sponsor is entitled to terminate this Agreement and not proceed with 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 Overall Coordinators, the Sole Sponsor 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, 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 for 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 its respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith. The provisions of this clause 6.5 shall survive the termination of this Agreement in all circumstances.

6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or

undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

6.7 The Company represents, warrants and undertakes to the Investor that:

(a) it has been duly incorporated and is validly existing under the laws of the jurisdiction of its incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

(c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.5 and 4.6, 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 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, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Section 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, officers, employees or agents; and

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, 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.

6.8 The Company and the Overall Coordinators acknowledge, confirm and agree 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 Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.7 or 4.8;

(b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor's wholly-owned subsidiary (in the event of the Investor's subscription for the Investor Shares through a wholly-owned subsidiary of the Investor pursuant to clause 2.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 7.3 and 11

set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights of the Company, the Overall Coordinators and the Sole Sponsor (including their respective affiliates, associates, directors, officers, employees, representatives, counsels and so forth) against the Investor in respect of the terms herein at or prior to such termination and, for the avoidance of doubt, the Investor shall not claim against other Parties following such termination.

7.3 Clauses 6.5, 8.1, 10, 11, 12 and 13, and the indemnity obligations of the Investor under this Agreement shall survive the termination of this Agreement in all circumstances.

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 Overall Coordinators, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor 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, documents on display and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including, without limitation, 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 for display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators

and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor and their respective counsels.

8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange and the SFC. Without prejudice to clause 8.3, 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 Sole Sponsor, 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 English and/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: 40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong

Email: yuanmei@jinxunec.com

Attention: Ms. Yuan Mei

If to the Investor, to:

Address: Flat C, 15/F, Pearl Vista, 9 San Lok Street, Sheung Shui, NT, Hong Kong

Email: 13828731688@139.com

Facsimile: N/A

Attention: Mr. Su Ruitong

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: project121@htsc.com

Attention: Project 121 Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Email: Project121@CLSA.com

Facsimile: +852 2169 0801

Attention: Project 121 Deal Team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by facsimile or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, if sent by email, when the email is sent unless the sender receives an automated message that the email has not been delivered, if sent by facsimile, on receipt of confirmation of transmission 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 Sole Sponsor and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Sole Sponsor and the Overall Coordinators will be liable for any failure on the part of any of the other Sole Sponsor or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Sole Sponsor or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Sponsor and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Sole Sponsor or 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 Overall Coordinators shall be conclusive 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 4.3 of this Agreement and for the purposes of this Agreement for the purposes of this Agreement.

10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor 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. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.

10.6 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.

10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.8 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.9 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.10 To the extent otherwise set out in this clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement; and

(b) this Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).

10.11 Each of the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or Sole Sponsor shall severally, but not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.12 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.14 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring of the Overall Coordinators or Sole Sponsor, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Sole Sponsor shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.16 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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, difference, claim or non-contractual dispute arising out of or in connection with this Agreement, or the existence, breach, termination, interpretation, performance or invalidity thereof, 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 law of this arbitration clause shall be Hong Kong law. The place of arbitration shall be Hong Kong. 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), 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 SU Ruitong at Flat C, 15/F, Pearl Vista, 9 San Lok Street, Sheung Shui, NT 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 Overall Coordinators and the Sole Sponsor, and to deliver to the Company, the Overall Coordinators and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within 10 days thereof.

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.

SIGNED BY Yuan Rong)
for and on behalf of)
Yunnan Jinxun Resources Co., Ltd.)

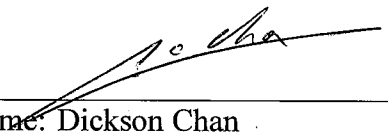
袁荣

SIGNED BY **SU RUITONG**)
for and on behalf of FIRST DIRECTOR)
Zhengxin Group Investment Limited)

SIGNED BY)
for and on behalf of)
HUATAI FINANCIAL HOLDINGS)
(HONG KONG) LIMITED)

FOR AND ON BEHALF OF:

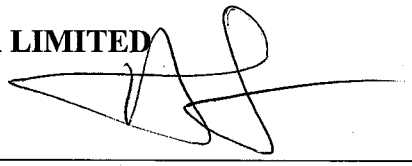
CLSA LIMITED



Name: Dickson Chan
Title: Managing Director

FOR AND ON BEHALF OF:

CLSA LIMITED



Name: Heung Li
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 exchange rate set out in the section headed "Information about this Prospectus and the Global Offering—Currency Translation" in the final prospectus of the Company) (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 200 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering (if any), the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for 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. The Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion to ensure compliance with (i) Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company on the Listing Date, (ii) the minimum public float requirement under Rule 19A.13A or as otherwise approved by the Stock Exchange, (iii) the minimum free float requirement under Rule 19A.13C of the Listing Rules, or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, which provides that at least 40% of the total number of shares initially offered in the Global Offering must be allocated to investors in the placing tranche (other than cornerstone investors). Further, the Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2
PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	British Virgin Islands
Certificate of incorporation number:	No. 2040614
Business registration number:	/
Principal activities:	Business investment and equity trading
Ultimate controlling shareholder:	SU Ruitong (蘇瑞通)
Place of incorporation of ultimate controlling shareholder:	Flat C, 15/F, Pearl Vista, 9 San Lok Street, Sheung Shui, NT Hong Kong
Business registration number of ultimate controlling shareholder:	/
Principal activities of ultimate controlling shareholder:	Business investment and equity trading
Shareholder and interests held:：	100%
Description of the Investor for insertion in the Prospectus:	Zhengxin Group Investment Limited ("Zhengxin Group"), an investment holding company incorporated in the British Virgin Islands with limited liability in July 2020, specializes in Hong Kong equity investments and trading with a focus on non-ferrous metals, rare metals, technology, artificial intelligence, and new energy sectors. Zhengxin Group is wholly owned by Mr. Su Ruitong (蘇瑞通) ("**Mr. Su**"), an Independent Third Party. With over a decade of investment experience, Mr. Su possesses profound expertise in investments in initial public offerings in Hong Kong, stock investment strategies, and risk management.
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

2025年12月29日

云南金浔资源股份有限公司

和

欣旺達財資（香港）有限公司

和

华泰金融控股（香港）有限公司

基石投资协议

目录

1. 释义及诠释 1
2. 投资 6
3. 交割条件 7
4. 交割 7
5. 对投资者的限制 10
6. 承认、声明、承诺及保证 12
7. 终止 22
8. 公布及保密 23
9. 通知 24
10. 一般事项 25
11. 管辖法律及司法管辖权 27
12. 豁免 27
13. 副本 27

附表 1 投资者股份.....S1-1

附表 2 投资者详情.....S2-1

本协议（"**本协议**"）由以下各方于 2025 年 12 月 29 日订立

订约方为:

(1) **云南金浔资源股份有限公司**，一家于中国成立的有限责任公司，并改制为股份有限公司，其注册地址位于中国云南省昆明市高新区昌源北路 1389 号 B 座 3 层 （"**公司**"）；

(2) **欣旺達財資（香港）有限公司**，一家于中国香港注册成立的公司，其注册办事处位于香港九龙广东道 33 号中港城 1 座 21 楼 2101B 室（"**投资者**"）；及

(3) **华泰金融控股（香港）有限公司**，其注册办事处位于香港皇后大道中 99 号中环中心 62 楼（"**华泰**"或"**独家保荐人**"）。

鉴于:

(A) 公司已申请通过全球发售（"**全球发售**"）方式将其股本于联交所（定义见下文）上市，包括(i) 向香港公众人士发售股份 (可予调整)（"**香港公开发售**"）和 (ii) 根据证券法项下有关注册要求的一项豁免或不受限于证券法注册要求的一项交易于美国境外根据S规例向投资人（包括香港的专业及机构投资者）有条件配售股份（可予调整及行使超额配股权（定义见下文））（"**国际发售**"）。

(B) 华泰担任公司的独家保荐人，保荐人 - 整体协调人和全球发售的整体协调人（定义见下文）之一。

(C) 投资者有意受限于及根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。

订约各方谨此同意以下各项:

1. **释义及诠释**

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

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

"**会财局**"等于香港会计及财务汇报局;

"**投资总额**"等于发售价乘以投资者股份数目的总金额;

"**批准**"具有第 6.2(g)条赋予该词的涵义；

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

"**经纪佣金**"指按照费用规则第 7(1)段规定，按投资总额的 1%计算的经纪佣金（定义见上市规则）；

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

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

"**交割**"指本协议条款及条件规定的投资者股份认购交割；

"**资本市场中介人**"指操守准则中定义的负责股权资本市场交易中的账簿管理及配售活动的资本市场中介人；

"**操守准则**" 指《证券及期货事务监察委员会持牌人或注册人操守准则》，经不时修订、补充或以其他方式修改；"**公司条例**"指香港法例第 622 章公司条例，经不时修订、补充或以其他方式修改；

"**公司（清盘及杂项条文）条例**"指香港法例第 32 章公司（清盘及杂项条文）条例，经不时修订、补充或以其他方式修改；

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

"**关联关系**"具有中国证监会备案规则赋予该词的涵义，且应据此作相应解释；

"**合约（第三者权利）条例**"指香港法例第 623 章合约（第三者权利）条例，经不时修订、补充或以其他方式修改；

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

"**中国证监会**"指中国证券监督管理委员会；

"**中国证监会备案**"指根据中国证监会备案规则及其他适用法律、法规及中国证监会的要求（包括但不限于中国证监会备案报告）向中国证监会作出或将作出的与全球发售有关或相关的任何及所有书面、口头或任何形式的信函、备案、函件、通讯、文件、回复、承诺和提交文件，包括上述任何修订、补充和/或修改；

"**中国证监会备案规则**"指由中国证监会发布并不时修订、补充或以其他方式修改的境内企业境外发行证券和上市管理试行办法及其配套指引;

"**处置**"就任何相关股份而言包括直接或间接;

(i) (A) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置任何法律或实益权益(包括设立或以任何协议设立或出售或授出或同意出售或授出任何购股权或订立合同购买、认购、出借或以其他方式转让或处置任何认股权证或购买权利,或认购、出借或以其他方式转让或处置或购买或同意购买任何购股权、合同、认股权证或出售权利)(不论直接或间接及不论有条件或无条件);或 (B) 创设于相关股份或可兑换为或可行使或交换有关相关股份的任何其他证券或代表有权收取有关相关股份的任何法律或实益权益,或在该等权益上增设任何性质的第三方权利,或订约进行前述事宜(不论直接或间接及不论有条件或无条件);或

(ii) 订立任何掉期或其他安排,向另一方转让全部或部分该等相关股份的任何实益所有权或其中的任何权益或该等相关股份或其他证券的任何经济后果或所有权的附带事项或其中的任何权益;或

(iii) 订立任何其他直接或间接与上文(i)及(ii)项所述任何交易具有相同经济影响的交易;或

(iv) 同意或签署合同或公开宣布有意订立上文(i)、(ii)及(iii)项所述的任何交易,且在各种情况下,不论任何上文(i)、(ii)及(iii)项所述的交易是否通过交付相关股份或其他可转换为或可行使或交换相关股份的证券、现金或以其他方式结算;并且"**处置**"应按此定义诠释;

"**FINI**"具有上市规则赋予该词的涵义;

"**全球发售**"具有序文(A)项赋予该词的涵义;

"**政府机关**"指任何政府、监管或行政委员会、执委会、团体、机关、部门或机构或任何证券交易所、自我规管机构或其他非政府监管机构,或任何法院、司法机构、仲裁庭或仲裁员,在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家(包括但不限于联交所、证监会及中国证监会);

"**集团**"指公司及其附属公司;

"**港元**"指香港法定货币;

"**香港**"指中华人民共和国香港特别行政区;

“**香港公开发售**”具有序文(A)项赋予该词的涵义；

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

“**国际发售**”具有序文(A)项赋予该词的涵义；

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

“**投资者相关信息**”具有第 6.2(j)条赋予该词的涵义；

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

“**法律**”指所有相关司法辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的法律、法例、成文法、条例、措施、规定、法规、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

“**征费**”指投资总额的0.00015%（或于上市日期有效的交易费）作为会财局交易征费，投资总额的0.0027%（或于上市日期有效的交易征费）作为证监会交易征费，及投资总额的0.00565%（或于上市日期有效的交易费）作为联交所交易费；

“**上市日期**”指股份首次于联交所主板上市的日期；

“**上市指南**”指联交所于2023年11月所发布并于2024年1月1日生效的《新上市申请人指南》，经不时修订、补充或以其他方式修改；

“**上市规则**”指香港联合交易所有限公司证券上市规则，以及联交所上市决定、指引及其他规定（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第 5.1 条赋予该词的涵义；

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

“**超额配股权**”具有国际发售通函赋予该词的涵义；

“**整体协调人**”指华泰及中信里昂证券有限公司，为公司就其拟于联交所上市而委任的整体协调人；

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

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

澳门特别行政区及台湾；

“**初步发售通函**”指公司预期就国际发售而向有意向的投资人（包括投资者）刊发的初步发售通函（经不时修订、补充或以其他方式修改）；

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

“**招股书**”指公司就香港公开发售而在香港刊发的最终招股书；

“**自营投资基础**”指投资者为自身账户和投资目的而非代表任何第三方而进行的投资，不论该等投资是否为了该投资者的任何股东或基金投资者的利益而进行；

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

“**监管机构**”具有第6.2(j)条所赋予的涵义；

“**S 规例**”指美国证券法项下的S 规例；

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

“**证券法**”指美国1933年证券法 (the United States Securities Act of 1933)（经不时修订、补充或以其他方式修改），以及根据该法制定的规则及规例；

“**证监会**”指香港证券及期货事务监察委员会；

“**证券及期货条例**”指香港法例第571章证券及期货条例，经不时修订、补充或以其他方式修改；

“**股份**”指公司股本中每股面值人民币1元的普通股，将以港元买卖并拟于联交所上市及交易；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有上市规则赋予该词的涵义；

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法下的S规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

(a) 所提述的“**条**”、“**款**”或“**附表**”乃指本协议的条、款或附表；

(b) 索引、条款及附表标题仅供说明之用，并不影响本协议的解释或释义；

(c) 序文及附表为本协议的组成部分，如同本协议的正文所订明者具有相同效力及效果，而任何对本协议的提述均包括序文及附表；

(d) 提述的单数词包括复数词，反之亦然，及表达特定性别的词语应当视为包括另一性别；

(e) 凡提及本协议或另一法律文书均包括它们的任何变更或替代性文件；

(f) 提述法规、法定条文、条例或规定时包括提述：

(i) 经不时合并、修订、补充、修改、重新颁布或被任何法规或法定条文所替代的该项法规、法定条文、条例或规定；

(ii) 其重新颁布（不论是否修订）时被废除的任何法规、法定条文、条例或规定；及

(iii) 其项下作出的任何附属立法；

(g) 凡提及“法规”包括任何政府、政府间或超国家机构、机构、部门或任何监管、自行监管或其他主管部门或组织的任何法规、规则、官方指令、意见、通知、通函、命令、要求或指南（无论是否具有法律效力）；

(h) 除非另有指明，所提述的时间及日期分别为香港时间及日期；

(i) 所提述的“**人士**”包括对个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机构、合资企业、组织或合伙企业（不论是否具有独立法律人格）的提述；

(j) 所提述的“**包括**”、“**包含**”及“**其中包括**”须分别解释为包括但不限于、包含但不限于以及其中包括但不限于；及

(k) 所提述的任何非香港司法辖区的任何行动、补救、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事宜的任何法律词汇视作包括该司法辖区内与相关香港法律词汇最相近的涵义。

2. 投资

2.1 受限于下文第 3 条提述之条件的达成（或被各方共同豁免，但第 3.1(a)条、3.1(b)条、3.1(c)条、3.1(d)条及 3.1(e)条载列的条件不可豁免，且第 3.1(f)条所载的条件仅可由公司及华泰共同豁免），及在本协议其他条款及条件的规限下：

(a) 作为国际发售的一部分，投资者将通过华泰及／或其联属人士（以其作为国际发售相关部分的国际承销商的代表身份），按发售价认购投资者股份，且公司将发行、配发及配售且华泰将分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份予投资者；及

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

2.2 投资者可选择不迟于上市日期前三个营业日向公司及华泰发出书面通知，通过投资者的满足以下条件的全资附属公司认购投资者股份：为专业投资者及 (i)不得为美国人士，(ii) 位于美国境外，及 (iii) 根据证券法下的 S 规例在美国境外交易中认购投资者股份，但前提是：

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

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

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

2.3 投资者股份的准确数目将由公司及华泰（为其自身并代表其他整体协调人）根据附表 1 最终厘定，该厘定将为最终决定并对投资者具约束力，但有明显错误除外。

3. 交割条件

3.1 投资者根据本协议所述认购投资者股份的义务，以及公司及华泰各自根据第 2.1 条所述发行、配售、分配、配发及／或交付（视情况而定）或促致发行、配售、分配、配发及／或交付（视情况而定）投资者股份的义务仅于交割时或之前达成以下条件或获各方共同豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条、3.1(d)条及第 3.1(f)条所载的条件不可

豁免，第 **Error! Reference source not found.**条所载的条件仅可由公司及华泰共同豁免）时方可作实：

(a) 香港公开发售和国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方同意的豁免或修订），且前述任何一份承销协议并未终止；

(b) 发售价已经根据将由公司及华泰（为其自身并代表其他整体协调人及其他全球发售的承销商）等签订的包销协议商定；

(c) 联交所上市委员会已批准股份（包括投资者股份以及其他适用的及与投资者认购投资者股份有关的豁免及批准）的上市及买卖，且有关批准、许可或豁免并无于股份于联交所开始买卖前撤回；

(d) 任何政府机关并未制定或颁布任何法律，禁止全球发售项下预期的交易或本协议拟进行的交易或其各自的完成，并且无具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易或其各自的完成；

(e) 中国证监会已接受中国证监会备案并在其网站公布有关中国证监会备案的备案结果，且已公布的该接受通知及/或备案结果在股份开始在联交所买卖前并无被拒绝、撤回、撤销或作废；及

(f) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面均是及将会是准确、真实及完整及不具误导性或欺骗性，且投资者没有违反本协议。

3.2 倘第 3.1 条所载各项条件并未于本协议日期后的第一百八十（180）天（或经公司、投资者及华泰可能书面同意的其他日期）内或之前达成或前述各项条件仍未获各方共同豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条、3.1(d)条及 3.1(e)条所载的条件不可豁免，第 3.1(f)条所载的条件仅可由公司及华泰共同豁免），则投资者认购投资者股份的义务，以及公司及华泰各自发行、配售、分配、配发及／或交付（视情况而定）或促致发行、配售、分配、配发及／或交付（视情况而定）投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的任何款额将由该其他方不计利息在商业可行的情况下尽快退还予投资者，且本协议亦即时告终止及无效，而公司及／或华泰的所有义务与法律责任即时停止及终止，惟根据本第 3.2 条，终止本协议不会损害于本协议终止时或之前任何一方对其他各方就本协议条款已经发生的权利或责任（为免疑义，在任何情况下投资者根据本协议向任何其他方支付的任何款额将由该其他方应在本协议终止日期的三十(30)日内退还予投资者）。为免生疑问，本条内容概不构成给与投资者更正或补救到本条前述日期为止期间任何违反其各自在本协议项下作出的各项陈述、保证、承诺、确认及承认的权利。

3.3 投资者承认，概无保证全球发售将完成或不会延迟或终止或发售价将如公开文件规定，倘全球发售因任何原因延迟或终止、不继续进行或未于拟定日期及时间完成或根本无法完成或发售价将不同于公开文件规定，则公司或华泰概不对投资者承担任何责任。倘全球发售因任何原因延迟或终止、不继续进行或未于拟定日期及时间完成或根本无法完成或发售价不同于公开文件规定，投资者特此放弃对公司、及／或华泰或其各自的附属子公司、联属人士、高级人员、董事、雇员、员工、联系人、合伙人、代理、顾问及代表提出任何申索或采取任何行动的任何权利（如有）。

4. **交割**

4.1 受限于第 3 条和本第 4 条，根据国际发售及作为其中一部分，投资者将通过华泰（及／或其联属人士）（作为国际发售有关部分的国际承销商的代表）按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，于公司及华泰确定的时间以其确定的方式被认购。

4.2 如果，根据公司及华泰(为其自身并代表其他整体协调人)的意见，于上市日期不能满足(i)上市规则第 8.08(3)条有关的规定（即公司持股量最高的三名公众股东实益拥有不超过 50%公众所持股份）及/或 (ii) 上市规则第 19A.13A 条的规定，股份必须有一个公开市场；(iii) 上市规则第 19A.13C 条的规定，上市日必须有足够股份由公众持有并可供交易；及/或(iv) 上市规则第 18 项应用指引第 3.2 段，则公司和华泰可全权酌情调整投资者认购的投资者股份的数量分配，以确保符合上市规则第 8.08 条、第 19A.13A 条及第 19A.13C 条的规定。此外，华泰及公司可全权酌情调整投资者股份数目，以符合上市规则的规定。

4.3 无论投资者股份的交付时间和方式如何，投资者应于上市日期前的三(3)个营业日下午 5 时 30 分前（香港时间）以即时可用的港元资金将全数投资总额，连同相关经纪佣金及征费（不得作出任何扣减或抵销），电汇至华泰在不迟于上市日期前三(3)个营业日书面通知投资者的港元银行账户。有关通知将包括，但不限于，付款账户详情及投资者于本协议项下应付的款项总额。

4.4 受限于按照第 4.3 条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须通过以下方式进行：将投资者股份直接存入中央结算系统中的中央结算系统投资者参与者账户或中央结算系统股份账户，该等账户信息由投资者于不迟于上市日期前三(3)个营业日以书面形式告知华泰(为其自身并代表其他整体协调人) 。

4.5 在不影响第 4.2 条的情况下，投资者股份的交付亦可以公司华泰及投资者书面协定的任何其他方式进行付款，但前提是投资者股份的交付不得迟于超额配股权可行使最后一天后的三个 (3)营业日，且无论交付投资者股份的时间及方式如何，投资者股份的支付不得迟于上市日期上午 8 时（香港时间）。

4.6 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司及华泰各自保留全权酌情终止本协议的权利，而在此情况下，公司及华泰各自的所有义务及责任将实时告结束及终止（惟不损害公司及华泰因投资者未能履行其于本协议下的义务而可能向投资者提出任何申索的权利）。在任何情况下，投资者须就获弥偿各方可能根据第6.5条因投资者未能悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失、费用、开支、申索、责任、程序及损害赔偿承担全部责任，投资者并就此向获弥偿各方作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿，保证其不受侵害及适数获得弥偿。

4.7 倘公司、华泰及彼等各自的联属人士，附属子公司、管理人员、董事、雇员、职员、合伙人、代理、顾问和代表因其无法控制的情况（包括但不限于天灾、水灾、战争（不论是否宣战）、有关传染病或大规模流行病的政府规定、恐怖活动、火灾、暴乱、叛乱、民众暴动、流行病或大流行病（包括但不限于 SARS、H5N1、MERS 和 COVID-19）、疾病爆发、升级、变异或加重、灾难、危机、公共秩序混乱、地震、海啸、火山爆发、其他自然灾害、敌对行动的爆发或升级（无论是否宣布开战）、宣布地区、国家或国际紧急状态、经济制裁、政治变革、政府运作瘫痪、交通中断、延误或严重中断、罢工、停工、其他工业行动、停工、其他辞职罢工情形、电力或其他供应的一般故障、撞机、技术故障、意外故障或机械故障或电气故障、计算机故障或任何资金汇送系统故障、禁运、劳工纠纷及任何现行或日后法律、条例、法规的变动以及政府当前或日后工作法案的变化或类似的情形）或该等情况的发展、恶化等，无法履行或延迟履行本协议下的义务，则公司、华泰及彼等各自的联属人士（视情况而定）均无需就任何无法履行或延迟履行本协议下的义务的情形负责（不论是共同或个别），且在此情况下公司及华泰各自保留全权酌情终止本协议的权利，而在此情况下，公司及华泰各自的所有义务及责任将实时告结束及终止，惟根据本第 4.7 条，终止本协议不会损害于本协议终止时或之前任何一方对其他各方就本协议条款已经发生的权利或责任。

5. 对投资者的限制

5.1 受限于第 5.3 条，投资者代表其自身同意并向公司、整体协调人及独家保荐人承诺和保证，在未获公司及华泰（为其自身并代表其他整体协调人）事先书面同意前，其不会并会促使其联属人士不会于自上市日期起（包括上市日期）至上市日期后六(6)个月当日（包括该日）期间（"**禁售期**"）的任何时间直接或间接 (i) 以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益, 包括任何可转换、可交换、可行使的证券或代表有权获得上述证券的证券，或同意、订立协议或公开宣布订立此类交易的意向；(ii) 允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）； (iii) 订立与任何上述交易直接或间接具有相同经济影响的任何交易; 或 (iv) 同意或签约，或公开宣布有意达成上述 (i)、(ii) 或 (iii) 所述的任何此类交易。

5.2 公司及华泰确认，禁售期届满后，投资者可自由处置任何相关股份，但前提是投资者在处置前须书面通知公司及华泰，且须确保任何有关处置不会导致股份出现混乱或虚假市场，且在其他方面符合所有具有管辖权的司法管辖区的证券交易相关所有适用法律、法规及规则（包括公司条例、公司（清盘及杂项条文）条例、证券及期货条例、上市规则及所有适用法律）的规定。

5.3 在满足以下所有条件时，第 5.1 条所载任何规定均不会限制投资者向任何投资者的全资附属公司转让全部或部分相关股份：

(a) 提前不少于十(10)个营业日向公司及华泰发出该等转让的书面通知，该通知应包含相关附属子公司的身份（包括但不限于注册地、公司注册号码及商业登记号码）、其与投资者的关系及该附属子公司的业务，以及公司、整体协调人及独家保荐人合理要求的证明潜在受让方为投资者全资附属子公司的证据；

(b) 在有关转让之前，该全资附属公司以令公司及华泰酌情满意的条款向公司、整体协调人及独家保荐人并为其等的利益作出书面承诺同意，且投资者及各自承诺确保该全资附属公司将，受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的限制，犹如该全资附属公司本身须遵守该等义务及限制；

(c) 该全资附属公司被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；

(d) 投资者及该全资附属公司须被视为持有所有相关股份的投资者，并共同及个别承担本协议规定的所有责任及义务；

(e) 倘于禁售期到期前的任何时间，该全资附属公司不再或可能不再为投资者的全资附属公司，其应（及投资者须确保该附属公司应）立即（在任何情况下均在该附属公司停止为投资者的全资附属公司之前）向投资者或投资者另一家全资附属公司悉数及有效转让其持有的相关股份，并且上述另一家投资者全资附属公司须以令公司及华泰满意的条款向其并为其等的利益作出且投资者须确保其作出书面承诺同意，且投资者承诺促使该全资附属子公司同意，该另一家投资者的全资附属公司受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的限制，并作出本协议下的相同承认、确认、承诺、声明及保证，犹如该全资附属公司本身须遵守该等义务及限制，并与投资者共同及个别承担本协议规定的所有责任及义务；及

(f) 该全资附属公司为 (i) 不得为美国人士，(ii) 位于美国境外，及 (iii) 根据证券法下的 S 规例在美国境外交易中收购相关股份。

5.4 投资者同意及承诺，除非经公司及华泰事先一致书面同意，投资者及紧密联系人于公司已发行股份总数中合共（直接及间接）持有的股份须随时少于 10%（或就"主要股东"的定义而言，上市规则不时规定的其他百分比），且其不会或为公司的核心关连人士。投资者同意，一旦发现其本身及其紧密联系人合共（直接及间接）持有的股份将达到或超过公司已发行股份总数的 10%（或就主要股东的定义而言，上市规则不时规定的其他百分比，或可能导致投资者的持股不会被上市规则或联交所视为公众持股的其他百分比），则投资者会在切实可行的情况下尽快将该情况书面通知公司及华泰。在上市日期之后，投资者紧密联系人在公司已发行股份总数中的合并持股（直接或间接）将不会引起公司由公众持有的股票总数减少至上市规则第 8.08 条（经第 19A.13A 条修订及取代）列明的要求的百分比或其他由联交所批准的并适用于公司的百分比。

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

5.6 投资者联属人士、联系人、董事、高级人员、雇员或代理不得直接或间接与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、高级人员、雇员或代理订立任何与上市规则（包括但不限于上市指南 4.15 章或香港监管机构发布的书面指引）不符或与之相抵触的安排或协议（包括任何附函）。投资者进一步确认并承诺其本人及其各自的联属人士、董事、高级人员、雇员、联系人或代理均未订立亦不会订立此类安排或协议。

6. 承认、声明、承诺及保证

6.1 投资者向公司及华泰声明、保证、承诺、承认、同意及确认：

(a) 各公司、整体协调人、独家保荐人及他们各自的联属人士、附属子公司、董事、高级人员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会（于任何特定期间或任何时间）进行或完成，或发售价将在公开文件规定的指示范围内，或者就发售价将如公开文件所列发表任何声明及作出任何保证或承诺或担保，亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或发售价将如公开文件规定，或者就发售价不属于公开文件所列的指示范围向投资者承担任何责任。投资者特此放弃以全球发售因任何原因延迟或未能于预期日期及时间完成或根本未能完成，或发售价不同于公开文件所载为由，向公司及华泰及其各自的联属人士提出任何索赔或诉讼的任何权利（如有）；

(b) 本协议、投资者的背景资料及本协议所涉及各方之间的关系及安排须于全球发售的公开文件及其他市场推广及路演材料中披露，而投资者将在公开文件及该

等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须将其核证副本向香港监管机关备案及就全球发售或以其他方式按照公司（清盘及杂项条文）条例及上市规则在公司及联交所网站供展示；

(c) 根据上市规则须向联交所及在 FINI 上提交的投资者资料，将与公司、联交所、证监会及其他必要的监管机构分享，并将纳入综合配售人名单，该名单将在 FINI 向华泰披露，且所有此类信息在各方面均真实、完整和准确，且不具有误导性；

(d) 发售价经公司与华泰（为其自身并代表其他全球发售的承销商）按照全球发售的条款及条件以单独且排他地厘定，投资者无权就此提出任何异议；

(e) 投资者将通过华泰及／或其联属人士（以国际发售的国际承销商的代表身份）认购投资者股份；

(f) 投资者将根据公司的组织章程细则或公司的其他组成或章程文件、适用法律及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；

(g) 投资者并非公司的现有股东、关连人士、联属人士，亦非代表该等现有股东、关连人士、联属人士行事的人士；

(h) 投资者股份数目可能会受根据上市规则第 18 项应用指引第 4.2 段,上市指南 4.14 章在国际发售与香港公开发售之间进行的股份重新分配，上市规则附录 F1 所载的配售指引或联交所不时批准、适用于公司的其他比例所影响；

(i) 公司、和华泰可全权酌情调整分配投资者认购的投资者股份数目以满足上市规则第 8.08 条、第 19A.13A 条及第 19A.13C 条的要求；

(j) 于订立本协议日期或前后或于本协议日期后但于国际发售交割前的任何时间，公司及／或华泰已经或可能及／或拟与一名或以上其他投资者就类似投资订立协议，作为国际发售的一部分；

(k) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或以美国人士的名义或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中除外，亦不得在任何其他司法辖区，或以任何其他司法辖区人士的名义或为其利益，进行直接或间接提呈发售、转售、质押或以其他方式转让，但获豁免遵守任何其他适用法律，或从事这项交易本身就不必遵守任何其他适用法律除外；

(l) 投资者理解并同意，仅可根据 S 规例及根据美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；

(m) 投资者明白，公司、华泰或国际发售的任何一名国际承销商，或其各自的附属子公司、联属人士、董事、管理人员、雇员、代理人、顾问、联系人、合伙人和代表，并未有就投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144 条进行或获豁免遵守证券法中的其他规定作出任何声明；

(n) 除非第 5.3 条作出规定，否则倘任何投资者股份由其附属公司持有，则只要该附属公司在禁售期届满前继续持有任何投资者股份，投资者须促致该附属公司依然作为投资者的直接或间接全资附属公司并其始终符合及遵守本协议的条款和条件；

(o) 投资者已收到（及可能日后收到）与其及其联属人士（视情况而定）投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及／或内幕消息（定义见证券及期货条例）的信息，且：(i) 在该等信息非因投资者或任何授权接收人（定义见下文）的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则(“need-to-know basis”)，即仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“**授权接收人**”）披露；(ii) 其将尽全力确保其授权接收人（已按照本第 6.1(o)条向其披露该等信息）不会向任何人士披露该等信息，除非基于严格的需者方知原则向其他授权接收人披露；及 (iii) 其不会并将确保其授权接收人（已按照本第 6.1(o)条向其披露该等信息）不会以可能会导致违反美国、香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何上市规则及内幕交易规定）的方式直接或间接购买、出售、买卖或以其他方式交易公司或其联属人士或联系人的股份或其他证券或衍生工具；

(p) 在保密前提下提供予投资者本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已在保密前提下提供（无论以书面还是口头形式）予投资者及／或其代表的任何其他材料，不得复制、披露、流通或散布予任何其他人士，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者决定是否投资于投资者股份时不应加以依赖。为免生疑问：

(i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供（无论书面还是口头形式）予投资者的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招

股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者的材料中均无任何内容应构成任何合同或承诺的依据；

(ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者的材料作出或收到任何认购、收购或购买任何股份或其他证券的要约或邀请；及

(iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）或交付予投资者的材料于订立本协议后可能会进一步作出修订，故投资者于决定是否投资于投资者股份时不应加以依赖，且投资者特此同意该等修订（如有）并放弃与该等修订（如有）相关的权利；

(q) 本协议并不共同或个别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约；

(r) 投资者或其任何联属人士或代其行事的任何人士未曾亦不会从事任何与股份相关的定向销售工作（定义见 S 规例）或一般招揽或一般广告或公开发行（定义见证券法第 4(2) 条）；

(s) 投资者已获得其认为对评估认购投资者股份的利弊及风险必要或有利的所有资料，并已获取机会就公司、投资者股份或其认为对评估认购投资者股份的利弊及风险必要或有利的其他相关事宜，咨询公司或华泰并获得答复，且公司已就于投资者股份的投资向投资者或其代理提供投资者或其代表要求的所有文件及资料；

(t) 在作出投资决定时，投资者于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的资料，而非任何其他可能已由公司及／或华泰或其代表（包括其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士）提供予投资者的资料，公司、华泰及其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士概不就国际发售通函未包含的任何该等资料或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、华泰及其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士目前不会且将来亦不会对投资者或其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、附属子公司、合伙人及联属人士因上述人士使用或依赖该等资料或材料，或其他在国际发售通函中未包含的任何资料而产生的后果负任何责任；

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

(v) 投资者将遵守本协议、上市规则及任何关于其直接或间接处置任何相关股份（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；

(w) 投资者已自行对公司、集团及投资者股份以及本协议规定的投资者股份认购条款进行核查，并自行取得其认为必需或适当的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），且就投资者股份之投资相关（包括税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或华泰或有关全球发售的承销商或其代表获取或分析（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证，且公司、华泰或其各自的联系人、附属子公司、联属人士、董事、高级人员、合伙人、雇员、顾问、代理或代表，或参与全球发售的任何其他方，概不就与投资者股份之任何买卖相关的任何税务、法律、监管、财务、会计、货币或其他经济或其他认购投资者股份之后果负有任何责任；

(x) 投资者确认现时并无投资者股份的公开市场，而公司、华泰、资本市场中介人、参与全球发售的其他承销商及彼等各自的附属公司、联系人、合伙人、联属人士、董事、高级人员、雇员、顾问、代理、代表以及参与全球发售任何其他各方亦不保证投资者股份将拥有公开或活跃市场；

(y) 任何股份买卖均须遵守适用法律（包括证券及期货条例、上市规则、证券法及任何其他适用法律或任何主管证券交易所的相关规则对股份交易的限制）；

(z) 在全球发售基于任何理由而延迟、终止或不能完成的情况下，公司、华泰、其各自的任何联系人、附属子公司、联属人士、董事、高级人员、雇员、合伙人、顾问、代理或代表或参与全球发售的任何其他方将不会产生任何须向投资者或其附属公司承担的责任；

(aa) 公司及华泰(为其自身并代表其他整体协调人)将全权酌情决定变更或调整 (i) 全球发售将予发行的股份数目； (ii) 香港公开发售及国际发售分别将予发行的股份数目；及 (iii) 就发售的股份及发售价作出可获联交所批准及符合适用法律的其他调整或重新分配；

(bb) 投资者已同意于上市日期前三(3)个营业日下午 5 时 30 分（香港时间）或根据第 4.3 条约定的其他日期和时间支付投资总额及相关经纪佣金及征费；

(cc) 任何股份交易均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何有管辖权的证券交易所的任何其他适用法律对股份交易的限制；

(dd) 任何不符合本协议限制而作出的有关股份的要约、出售、质押或其他转让均不获公司承认；

(ee) 除本协议，投资者与公司、公司的任何股东、整体协调人及/或独家保荐人之间不存在与全球发售有关的其他协议；

6.2 投资者向公司及华泰作出进一步声明、保证及承诺：

(a) 其已正式注册成立，并依其注册成立地点的法律有效存续和保持持续合规，且概无就其清算或清盘提交呈请、作出责令或通过有效决议案；

(b) 其有资格接收和使用本协议项下的信息（包括但不限于本协议、招股书草稿和初步发售通函），且该等信息不会违反适用于投资者的所有法律，亦不会要求投资者在所在的司法管辖区内进行任何注册或许可；

(c) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；

(d) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权），因此，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同意、批准和授权，（第 3.1 条规定的条件除外）；

(e) 本协议已获投资者正式批准、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；

(f) 其已采取且将于本协议的有效期内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；

(g) 根据适用于投资者的任何相关法律就投资者认购本协议下的投资者股份所需的所有同意、批准、授权、许可及登记（"**批准**"）均已获得且完全有效，并无被作废、撤销、撤回或搁置，而该等批准概不受未满足或履行之任何先决条件所限。截至本协议签订之日，所有批准均未被无效、撤销、撤回或废止，且投资者亦不知晓任何可能导致该等批准无效、撤销、撤回或废止的事实或情况。投资者进一步同意及承诺，如果当中任何批准不再完全有效，或因任何原因被作废、撤销、撤回或搁置，将立即以书面形式通知公司及华泰；

(h) 在法律允许的程度下，投资者须于公司及/或华泰或其各自联属人士提出要求时在合理地切实可行的范围内，尽快向公司、整体协调人及/或独家保荐人或其各自联属人士提供联交所及其他政府机关可能要求的资料；

(i) 投资者签订及交付本协议以及其履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反 (i) 投资者公司章程大纲或其他组织或章程文件；或 (ii) 投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购投资者股份的其他法律；或 (iii) 任何对投资者具有约束力的协议或其他文书，或 (iv) 对投资者具有司法管辖权的任何政府机关的任何判决、命令或法令；

(j) 其已遵守且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按具有管辖权的机构或主体或证券交易所的规定，应要求及时以直接或间接通过公司及/或华泰的方式向联交所、证监会、中国证监会及/或其他政府、公共、货币或监管部门或机构或证券交易所（统称"**监管机构**"）提供资料或促使或促成他人提供资料，并在各种情况下，根据适用法律或任何监管机构不时所要求，同意及赞成披露该等资料（包括但不限于 (i) 投资者及最终实益拥有人的身份信息，及/或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii) 本协议项下的拟议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、投资总额以及禁售限制）；(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以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及/或 (iv) 投资者或实益拥有人和联系人，与公司及其任何股东之间的任何关联关系）（统称"投资者相关信息"）。投资者进一步授权公司、华泰或其各自的联属人士、联系人、附属子公司、代理、董事、高级人员、雇员、顾问、合伙人及代表，根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

(k) 投资者在金融及商业事务方面拥有丰富的知识及经验，因此，其 (i) 有能力评估对投资者股份进行投资将带来的益处及风险；(ii) 有能力承担上述投资的经济风

险（包括完全丧失对投资者股份的投资）；(iii) 已获得其认为对决定是否对投资者股份进行投资属必要或适用的所有资料；及 (iv) 在对处于类似发展阶段的公司的证券进行投资的交易方面拥有丰富经验；

(l) 其为专业投资者及其就本协议项下的交易而言并非系任何整体协调人、独家保荐人或全球发售的资本市场中介人的客户而签订本协议；

(m) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份，且投资者无权指定任何人士担任公司董事或高级人员；

(n) 投资者根据"离岸交易"（定义见 S 规例）于美国境外认购投资者股份，且其并非美国人士；

(o) 投资者将于豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；

(p) 投资者及其实益拥有人及/或联系人 (i) 为独立于公司的第三方；(ii) 并非公司的关连人士，且投资者认购投资者股份不会构成关连交易（定义见上市规则）及不会导致投资者及其实益拥有人成为公司的关连人士，而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份协议的其他人士的关系，且于紧随本协议完成后就公司的控制事宜而言将独立于任何关连人士，并不会与该等人士一致行动（定义见证监会出具的《公司收购、合并及股份回购守则》）；(iii) 具有财务能力并将使用自有财务资源履行本协议项下的所有义务；(iv) 并无直接或间接受公司任何核心关连人士（定义见上市规则）的融资、资助或支持，且并无惯常接受亦未接受任何有关核心关连人士、公司、公司或其任何附属公司的任何董事、高级行政人员、控股股东、主要股东或现任股东、或任何有关人士的紧密联系人（定义见上市规则）关于收购、处置、投票表决或以其他方式处置公司证券的任何指示；(v) 不属于上市规则附录 F1（《股本证券的配售指引》）第 5 段所述的任何类别人士；及 (vi) 与公司或其任何股东不存在关联关系，除非另行向公司及华泰作出书面披露；

(q) 各投资者、其实益拥有人及/或联系人并非(i)全球发售的任何整体协调人、独家保荐人、联席全球协调人、账簿管理人、联席牵头经办人、资本市场中介人及承销商以及牵头经纪商或任何分销商的"关连客户"，或（ii）公司现有股东的"紧密联系人"。"关连客户"及"分销商"等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；

(r) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。"**全权管理投资组合**"一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；

(s) 投资者及其实益拥有人及其各自的联系人均非公司董事（包括于之前 12 个月内担任董事）、监事或现任股东或其联系人或上述任何人士的代名人；

(t) 除非已书面通知华泰，否则投资者及其实益拥有人并不属于 (a) 联交所的 FINI 配售人名单模板所列、或 FINI 界面或上市规则要求披露的任何配售人类别（“基石投资者”类别除外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）需在公司的配发结果公告中识别的任何配售人群体；

(u) 投资者并未且不会与任何“分销商”（定义见 S 规例）就分派股份订立任何合约安排，惟与其联属人士所订立者或经公司事先书面同意者除外；

(v) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）、上市指南 4.15 章的规定及证监会发出的所有相关指引进行及不会采取任何可能导致公司、独家保荐人及/或整体协调人违反该等规定的行为；

(w) 投资者及彼等各自的联属人士、联系人、董事、高级人员、雇员及代理概无接受或与公司、集团任何成员公司或彼等各自的联属人士、董事、高级人员、雇员及代理订立任何安排或协议、附函或其他或从事任何于上市规则或上市指南不符或构成违反的行为或活动；

(x) 投资者、其实益拥有人及／或联系人概无以公司的任何关连人士、任一整体协调人、独家保荐人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均独立于（且不关连于）已参与或将参与全球发售的其他投资者及其任何联系人；

(y) 投资者将使用其自有资金认购投资者股份，且其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；

(z) 除本协议所规定者及/或遵守上市指南第 4.15 章外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；

(aa) 投资者的任何实益拥有人及/或联系人除根据本协议以外，概无曾经或将会申请全球发售项下的任何股份或已经或将通过账簿管理程序下订单；

(bb) 除非已透过书面形式向公司及华泰作出披露，否则投资者、其实益拥有人及/或联系人并未亦不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；

(cc) 投资者及其紧密联系人（根据上市规则的定义）在公司已发行股本总额中的（直接或间接）合计持股比例不得导致公司由公众持有的证券总数（根据上市规则的定义）低于上市规则要求的百分比或香港联交所批准的其他百分比；

6.3 投资者向公司及华泰声明及保证，附表 2 所载有关其本身及其为成员公司的集团的详情，以及按要求向监管机构及／或公司、华泰及各自的联属人士所提供的所有投资者相关信息，在所有方面均属真实、完整及准确，且无误导成分。在不影响第 6.1(b)条规定的情况下，投资者不可撤回地同意，倘公司及华泰全权认为有必要，则于公开的文件、市场推广及路演材料以及公司及／或华泰或其代表可能就全球发售刊发的其他公告中引述及载列其名称及本协议的全部或部分详情（包括附表2所载详情）。投资者承诺会尽快提供有关其本身、其所有权（包括最终实益拥有权）及／或公司及／或华泰可能合理要求的其他事项的其他资料及／或支持文件，以确保各自符合适用法律及／或公司或证券登记及／或联交所、证监会及中国证监会等主管监管机构的要求。投资者谨此同意，经审阅将载入公开文件草稿及不时提供予投资者的其他有关全球发售的市场推广材料的有关其本身及其为成员公司的集团的详情以及投资者可能合理要求作出修订（如有）后，投资者应被视为担保有关其本身及其为成员公司的集团的详情在所有方面均属真实、准确及完整，且无误导成分。

6.4 投资者明白，第 6.1、6.2 及 6.3 条所载的声明、保证、承诺、协议及确认乃（其中包括）按香港法律及美国证券法等的规定作出。投资者承认，公司、华泰、与全球发售有关的承销商及彼等各自的附属公司、代理、联属人士、顾问、联系人、董事、高级人员、雇员、合伙人、代表以及其他人士将依赖本协议所载投资者的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再准确及完整或具误导成分，其将立即书面通知公司及华泰，且公司及华泰（为其自身并代表其他整体协调人）有权终止本协议，且不完成本协议项下拟进行的交易。

6.5 投资者同意及承诺，投资者会在接获书面要求时就可能因投资者股份的认购、投资者股份或本协议而以任何方式（包括因投资者高级人员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人而发生的或造成的违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌作为或不作为）针对公司、华泰及其他全球发售的承销商各方（代表各自本身及以信托形式代表各自的联属人士、证券法所界定的控制各方的任何人士及其各自的高级人员、董事、雇员、员工、联系人、合伙人、代理及代表（统称“**获弥偿各方**”）而作出或确立的任何及全部损失、成本、费用、开支、索赔要求、法律行动、责任、法律程序或损害，及就任何获弥偿各方可能因上述任何索赔要求、法律行动或法律程序或对该等索赔要求、法律行动或法律程序提出争议或抗辩而蒙受或产生任何及全部成本、费用、损失或开支，向获弥偿各方（按税后计）作出全额有效的弥偿保证及保证彼等免受损害。在任何情况下，本第 6.5 条在本协议终止后仍然继续有效。尽管有上述规定，投资者没有义务就获弥偿各方的欺诈、重大过失或故意不当行为造成的任何损失、成本、费用、索赔、诉讼、责任、诉讼或损害向其作出赔偿。

6.6 投资者各自根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期重复作出。

6.7 公司向投资者声明、保证及承诺：

(a) 其已正式注册成立，并依据其注册成立地法律有效存续；

(b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并已就此采取一切所需行动；

(c) 在支付款项及根据第 5.1 条受禁售期所限的前提下，一旦根据第 4.4 条及第 4.5 条交付予投资者，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的股份享有同等地位；

(d) 公司、其控股股东（定义见上市规则）、集团任何成员公司及彼等各自的联属人士、董事、高级人员、雇员及代理概无与任何投资者或联属人士、董事、高级人员、雇员或代理订立任何与上市规则（包括上市指南 4.15 章）不符的协议或安排，包括任何附函；及

(e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、高级人员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可于下列情况下予以终止：

(a) 根据第 3.2 条、第 4.6 条或第 4.7 条的规定终止；

(b) 若于国际发售结束时或之前（不论本协议有任何相反的约定），投资者或投资者的全资附属公司（在根据上文第 2.2 条投资者通过其全资附属公司认购投资者股份的情况下）重大违反本协议（包括重大违反投资者于本协议下所作任何声明、保证、承诺及确认），可由公司或华泰单独终止；或

(c) 在获得各方的书面同意的情况下终止。

7.2 在不影响第 7.3 条及本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 8.1 条项下的保密责任外），而各方于本协议项下的所有权利及责任（除下文所载第 7.3 条及第 11 条项下的权利外）应终止，但在不损害公司及华泰（包括其各自之联属人士、联系人、董事、高级人员、雇员、代表、顾问等）对投资者就本协议项下条款在该终止或之前已产生的权利的前提下，任何一方不得向任何其他各方提出任何申索，且为避免疑问，投资者亦不得于上述终止后向任何其他各方提出任何申索。

7.3 第 6.5, 8.1，10, 11 及 12 条及投资者于本协议项下的弥偿义务应于任何情形下在本协议终止后继续有效。

8. 公布及保密

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

(a) 向联交所、证监会、中国证监会及/或规管公司及／或华泰的其他监管机构披露，而投资者的背景以及公司与投资者的关系可于公司将予刊发或代表公司刊发的公开文件以及公司及/或华泰就全球发售而将予刊发或代表公司刊发的市场推广、路演材料、展示文件及其他公告内载述；

(b) 按需者方知原则向各方各自的法律及财务顾问、核数师及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表和代理披露，前提是有关方应 (i) 促使其上述法律、财务和其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表和代理知悉及遵守本协议所载的所有保密义务；及 (ii) 对其上述法律、财务和其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表和代理违反上述保密义务负责；及

(c) 任何一方根据任何适用法律、对有关方具有管辖权的任何政府机关或机构（包括但不限于联交所、证监会及中国证监会）或证券交易所规则（包括根据公司（清盘及杂项条文）条例及上市规则将本协议作为重大合同呈交香港公司注册处登记，以供展示）的规定或任何有管辖权的政府机关具有约束力的判决、命令或规定可能须予披露的其他情况。

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

8.3 公司须尽合理努力提供与本协议相关的将载于任何公开文件中的任何声明、公司与投资者的关系以及有关投资者的一般背景资料，以在其刊发此等公开文件之前供投资者

审阅。投资者均应与公司及华泰合作，确保有关公开文件内的全部提述均属真实、完整、准确且无误导成分，且公开文件内不会遗漏相关重大资料，并应及时向公司及华泰以及彼等各自的法律顾问提供任何意见及确认文件。

8.4 投资者承诺会就按第 8.1 条所述须予编制的任何披露内容及时提供合理要求的一切协助（包括提供与投资者、其所有权（包括最终实益拥有权）及／或公司或华泰可合理要求的披露内容提及的其他有关事项有关的进一步资料及／或相关支持文件），以 (i) 于本协议日期后在公开文件中更新投资者的详情，并核实有关提述；及 (ii) 使公司及华泰符合适用的公司或证券登记规定及／或主管监管机构（包括联交所及证监会）的要求。在不影响上述第 8.3 条的前提下，投资者不可撤销的同意在公开文件及其他市场推广、路演材料及其他公告和文件中提述及包括投资者的名称、本协议的描述、投资者的背景及其与公司、独家保荐人、每个整体协调人及/或承销商等其他参与全球发售的人士的关系。

9. **通知**

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

如致公司，至：

地址： 香港湾仔皇后大道东248号大新金融中心40楼

电子邮件： yuanmei@jinxunec.com

收件人： 袁梅

如致投资者，至：

地址： 香港干诺道西 21 号海景商业大厦 801 室

电子邮件： sunwei@sunwoda.com

传真： /

收件人： 孙威

如致华泰，至：

地址： 香港皇后大道中 99 号中环中心 62 楼

电子邮件： project121@htsc.com

收件人: Project 121 Team

9.2 任何根据本协议送呈的通知须由专人送递或以电子邮件发送或以传真发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，倘以电子邮件发送则在发送后（除非发件人收到自动生成的消息表示电子邮件未能送达），倘以传真发送则在收到传送确认后，以及倘以预付邮资的邮件寄送（如缺乏经已更早收取的证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

10. **一般事项**

10.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司因进行全球发售所需的同意、批准及授权外，各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意、批准或授权，且各方进一步确认其可履行本协议所载义务。

10.2 本协议规定独家保荐人及整体协调人须承担各别的责任（而非共同或共同及各别）。如任何其他各方未能履行各自在本协议项下的义务，华泰毋须承担相关责任，该等缺失亦不影响任何其他各方执行本协议的条款的权利。尽管有上述规定，华泰有权在适用法律允许的范围内单独行使或与其他各方共同行使本协议项下的任何或全部权利。

10.3 除明显错误外，公司与华泰真诚地就本协议的投资者股份数目及发售价以及投资者根据本协议第**4.3**条以及为本协议目的而需要支付的金额而作出的计算结果及决定乃为定论。

10.4 投资者、公司及华泰应就本协议所需或可能所需或与之关联的第三方的任何通知或同意书及／或批准进行合作。

10.5 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方或其代表签署者除外。为避免疑义，对本协议的任何修改或变更无需事先通知或获得非本协议方任何人士的同意。

10.6 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人/卖方和相关的受让人/买方等额承担除外。

10.7 时间应为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过各方的书面同意予以延长。

10.8 本协议的所有条文只要能够予以履行或遵守，即使在根据第4条交割后，亦继续保持十足效力及作用，惟已履行的事项及其经各方书面同意后予以终止除外。

10.9 本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。

10.10 除非本第 10.10 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得的任何权利或救济：

(a) 获弥偿各方可按犹如彼等为本协议的一方的方式执行及倚赖第 6.5 条；及

(b) 本协议可无需经第 10.10(a)条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。

10.11 华泰有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款将所有或任何其相关权利、职责、权力及酌情决定权转授予其任何一家或多家联属公司。根据本分条下的权力转授，华泰应根据本分条对其转授相关权利、职责、权力及／或酌情决定权的对其按此转授权力的联属公司的所有行为及过失承担责任。

10.12 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视作有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。

10.13 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：

(a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或

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

10.14 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，且一切利益仅拨归他们所有。并且，概无其他人士可购买或享有任何在本协议中的或凭借本协议而获得的权利。除为了华泰的内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。

10.15 假如投资者于上市日期或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司及华泰亦有权撤销本协议，而各方的所有义务应予终止，但不损害所有其他各方蒙受的全部或任何损失及损害而针对投资者提出索赔要求的权利。

10.16 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

11. 管辖法律及司法管辖权

11.1 本协议受香港法例规管并据此予以诠释。

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

12. 豁免

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

13. 副本

13.1 本协议可签立为多份文本，各方每份均须签署。各文本等同于原件，但所有文本一并构成一份且属同一份文件。通过电子邮件附件（PDF）或传真件交付本协议已签字的签字页副本为有效的交付方式。

本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，**特此为证**。

由袁荣)
代表)
云南金浔资源股份有限公司) 袁荣
)
签署)

由 王威

代表
欣旺達財資（香港）有限公司

簽署

为及代表
華泰金融控股（香港）有限公司
(Huatai Financial Holdings (Hong Kong) Limited)

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) 10,000,000港元（不含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，向下约整至最接近每手200股股份的完整买卖单位。

根据上市规则第18项应用指引第4.2段，上市指南4.14章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予认购的投资者股份数目可能受国际发售与香港公开发售之间股份的重新分配影响。倘香港公开发售对股份的总需求属于公司最终招股书"全球发售的架构—香港公开发售—重新分配"一节所载的情况 (如有)，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。此外，公司及华泰可全权酌情调整分配投资者股份数目以满足(i)上市规则第8.08(3)条的要求（即于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的股份股份数量占比不得超过50%）；(ii) 符合上市规则第 19A.13A条或联交所批准的其他最低公众持股量要求；(iii)上市规则第19A.13C条项下的最低自由流通量要求；或(iv)上市规则第18项应用指引第3.2段的要求（即全球发售初始发行的股份总数中至少40%须分配予配售部分的投资者（基石投资者除外））。此外，华泰及公司可全权酌情调整投资者股份数目，以符合上市规则附录F1（《股本证券的配售指引》）的规定。

附表 2

投资者详情

投资者

注册成立地点:	香港九龙广东道33号中港城1座21楼2101B室
公司注册证书编号:	77075452
商业登记号码:	77075452-000-09-25-4
主营业务:	投融资服务，供应链金融，国际贸易咨询，财资中心
最终控股股东:	欣旺达电子股份有限公司
最终控股股东的注册成立地点:	深圳市宝安区石岩街道石龙社区颐和路 2 号综合楼 1 楼、2 楼 A-B 区、2 楼 D 区-9 楼
最终控股股东的商业登记号码:	91440300279446850J
最终控股股东的主营业务:	锂离子电池的研发、设计、生产及销售
股东及持有之权益:	全资控股
插入招股书的投资者详情:	Sunwoda Treasury (Hong Kong) Limited (欣旺達財資(香港)有限公司) ("Sunwoda Treasury") is a limited company incorporated under the laws of Hong Kong in September 2024 and is primarily engaged in investment and financing services, supply chain finance and international trade consulting. Sunwoda Treasury is wholly owned by Sunwoda Electronic Co., Ltd. (欣旺達電子股份有限公司) ("Sunwoda

	Electronic ″), a company established in the PRC in 1997, shares of which have been listed on the Shenzhen Stock Exchange (stock code: 300207) since 2011 and the GDRs of which have been listed on the SIX Swiss Exchange (Symbol: SWD) since 2022. Sunwoda Electronic is primarily engaged in research and development, design, manufacturing and sales of lithium-ion batteries and is a global leading enterprise in lithium-ion battery. As of the Latest Practicable Date, there was no single shareholder who has a beneficial ownership interest of 30% or more in Sunwoda Electronic.
相关投资者类别（根据联交所 FINI 配售人名单模板的要求包括或 FINI 界面就配售情况的要求披露）	基石投资人

DATED December 30, 2025

YUNNAN JINXUN RESOURCES CO., LTD.
(雲南金潯資源股份有限公司)

YUAN RONG
(袁榮)

JI'AN HELI INVESTMENT MANAGEMENT CENTER (LIMITED PARTNERSHIP)
(吉安縣合勵投資管理中心(有限合夥))

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED
(華泰金融控股(香港)有限公司)

and

THE HONG KONG UNDERWRITERS
(named in Schedule 1)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of
initially 3,676,600 H Shares
of par value of RMB1.00 each in the share capital of

YUNNAN JINXUN RESOURCES CO., LTD.
(雲南金潯資源股份有限公司)

being part of a global offering of initially
36,765,600 H Shares

TABLE OF CONTENTS

Page

1	**DEFINITIONS AND INTERPRETATION**	**2**
2	**CONDITIONS**	**12**
3	**APPOINTMENTS**	**14**
4	**HONG KONG PUBLIC OFFERING**	**20**
5	**ALLOTMENT AND PAYMENT**	**25**
6	**COMMISSIONS AND COSTS**	**27**
7	**STABILIZATION**	**30**
8	**REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**	**31**
9	**RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES**	**34**
10	**FURTHER UNDERTAKINGS**	**37**
11	**TERMINATION**	**43**
12	**INDEMNITY**	**47**
13	**ANNOUNCEMENTS**	**52**
14	**CONFIDENTIALITY**	**52**
15	**NOTICES**	**53**
16	**GOVERNING LAW, DISPUTE RESOLUTION AND IMMUNITY**	**54**
17	**MISCELLANEOUS**	**56**
SCHEDULE 1 THE HONG KONG UNDERWRITERS		**61**
SCHEDULE 2 THE WARRANTIES		**63**
SCHEDULE 3 CONDITIONS PRECEDENT DOCUMENTS		**99**
SCHEDULE 4 SET-OFF ARRANGEMENTS		**105**
SCHEDULE 5 FORMAL NOTICE		**106**
SCHEDULE 6 PROFESSIONAL INVESTOR TREATMENT NOTICE		**107**

THIS AGREEMENT is made on December 30, 2025

BETWEEN:

(1) **YUNNAN JINXUN RESOURCES CO., LTD. (雲南金潯資源股份有限公司)**, a company incorporated in the PRC with limited liability which was converted into a joint stock company with limited liability, whose registered office is at 3/F, Block B, No. 1389 Changyuan North Road, Gaoxin District, Kunming, Yunnan Province, PRC (the "**Company**");

(2) **MR. YUAN RONG(袁榮)**, a PRC citizen with ID number of 362229198401030811 and whose address is at Room 2403, 24/F, Unit 1, Block 6, Dingyi Tianjing Community, No. 754 Xuefu Road, Kunming, Yunnan Province, PRC ("**Mr. Yuan**");

(3) **JI'AN HELI INVESTMENT MANAGEMENT CENTER (LIMITED PARTNERSHIP) (吉安縣合勵投資管理中心(有限合夥))**, a partnership incorporated in the PRC with limited liability, whose registered office is at No. 10-C-08, Kaiyang Community, Ji'an County, Ji'an City, Jiangxi Province ("**Heli Investment**");

(4) **HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED(華泰金融控股(香港)有限公司)**, a company incorporated in the Hong Kong with limited liability, whose registered office is at 62/F, The Center, 99 Queen's Road Central, Hong Kong, which is a licensed corporation (CE number: AOK809) holding a licence for Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 3 (leveraged foreign exchange trading), Type 4 (advising on securities), Type 6 (advising on corporate finance), Type 7 (providing automated trading services) and Type 9 (asset management) regulated activities under the Securities and Futures Ordinance ("**Huatai**" or "**Sole Sponsor**"); and

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

RECITALS:

(A) The Company is a company incorporated in the PRC with limited liability on January 21, 2010 which was converted into a joint stock company with limited liability on July 15, 2016 under the laws of the PRC, and was registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on June 10, 2025. As at the date of this Agreement, the registered share capital of the Company is RMB110,296,643 divided into 110,296,643 Shares, with a nominal value of RMB1.00 each.

(B) As at the date of this Agreement, the Controlling Shareholders are collectively interested in, directly or indirectly, 110,204,079 Shares, representing approximately 99.92% of the issued Shares. Upon completion of the Global Offering (assuming that the Over-allotment Option is not exercised), the Controlling Shareholders will collectively be interested in and will control an aggregate of approximately 74.94% of the total issued Shares. The Controlling Shareholders will remain as Controlling Shareholders of the Company upon Listing.

(C) The Company proposes to conduct the Global Offering pursuant to which it will offer for subscription of H Shares to the public in Hong Kong in the Hong Kong Public Offering, and the Company will concurrently offer and place H Shares to institutional and professional investors outside the United States in offshore transaction in reliance on Regulation S under the Securities Act in the International Offering.

(D) In conjunction with the Global Offering, the Company has made an application to the Stock Exchange for the approval of the listing of, and permission to deal in, the H Shares (including any additional H Shares to be issued pursuant to any exercise of the Over-allotment Option) on

the Main Board of the Stock Exchange. Huatai is acting as the Sole Sponsor and the Sponsor-OC in relation to the Company's listing application.

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

(F) Each of the Warrantors has agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.

(G) The Company has appointed Computershare Hong Kong Investor Services Limited to act as the H Share Registrar.

(H) The Company has appointed Bank of China (Hong Kong) Limited as the Receiving Bank for the Hong Kong Public Offering and Bank of China (Hong Kong) (Nominees) Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.

(I) In connection with the Global Offering, the Company has had completed the filing procedures with the CSRC on November 26, 2025, authorizing the Company to proceed with the Global Offering and the listing of the H Shares on the Stock Exchange.

(J) The Company, the Controlling Shareholders, the Sole Sponsor, the Overall Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.

(K) The Company intends to grant the Over-allotment Option to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) during the period from the Listing Date until 30 days after the last day for lodging of applications under the Hong Kong Public Offering, to require the Company to issue and allot up to an aggregate of 5,514,800 additional H Shares, representing not more than 15% of the total number of Offer Shares initially being offered under the Global Offering, at the Offer Price to cover, among other things, any over-allocations made in the International Offering, upon and subject to the terms and conditions of the International Underwriting Agreement.

(L) At a meeting of the Board held on December 18, 2025, resolutions were passed pursuant to which, *inter alia*, (a) the Global Offering has been approved; (b) all necessary authorisations have been obtained for issuing the Offer Shares; (c) the Articles of Association have been approved; and (d) the Board has approved, and any Director of the Company was authorised to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

"**Acceptance Date**" means January 6, 2026, being the date on which the Application Lists close in accordance with Clause 4.4;

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

"**Admission**" means the grant by the Listing Committee of the Stock Exchange of approval of the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange (including any additional H Shares to be issued pursuant to the exercise, whether fully or partially, of the Over-allotment Option);

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

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

"**Application Proof**" means the application proof of the Hong Kong Prospectus posted on the Stock Exchange's website at http://www.hkexnews.hk on June 1, 2025 and December 1, 2025;

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

"**Articles of Association**" means the amended and restated memorandum and articles of association of the Company approved by shareholders' resolutions of the Company on May 16, 2025, which will take effect on the Listing Date and as amended, supplemented or otherwise modified from time to time;

"**associate**" or "**close associate**" has the meaning given to it in the Listing Rules;

"**Authority**" means any administrative, governmental or regulatory commission, 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 or foreign (including, without limitation, the SFC, the Stock Exchange and the CSRC);

"**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) on which banks in Hong Kong are open for business;

"**Capital Market Intermediaries**" means Huatai, CLSA Limited (中信里昂證券有限公司) **("CLSA**") , ABCI Securities Company Limited("**ABCI Securities**"), BOCI Asia Limited("**BOCI**"), TFI Securities and Futures Limited("**TFI**"), UOB Kay Hian (Hong Kong) Limited("**UOB**"), Futu Securities International (Hong Kong) Limited("**Futu**"), and Tiger Brokers (HK) Global Limited("**Tiger**"), being the capital market intermediaries of the Global Offering, and each being a "**Capital Market Intermediary**";

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

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

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

"**Condition(s)**" 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;

"**connected person**" or "**core connected person**" has the meaning given to it in the Listing Rules;

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

"**Controlling Shareholders**" has the meaning ascribed to it under the Listing Rules and, unless the context requires otherwise, refers to Mr. Yuan and Heli Investment.

"**Cornerstone Investment Agreements**" means the cornerstone investment agreements entered into between, *inter alia*, the Company and the cornerstone investors as described in the Hong Kong Prospectus;

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

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

"CSRC Filing Report" means the filing report of the Company in relation to the Global Offering, submitted to the CSRC on June 3, 2025 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

"CSRC Filing(s)" means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof (including, without limitation, the CSRC Filing Report), 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;

"CSRC Rules" means the CSRC Filing Rules and the CSRC Archive Rules;

"**Directors**" means the directors of the Company whose names are set out in the section headed "Directors and Senior Management" in 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, 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 granted to any third party, or any other encumbrance or security interest 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;

"**Final Offering Circular**" shall have the meaning ascribed to it under 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;

"**Formal Notice**" means the announcement substantially 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 from time to time and the expression "**member of the Group**" shall be construed accordingly;

"Guide for New Listing Applicants" means the Guide for New Listing Applicants published by the Stock Exchange effective from 1 January 2024, as amended, supplemented or otherwise modified from time to time;

"H Shares" means ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in HK dollars and to be listed on the Stock Exchange;

"H Share Registrar" means Computershare Hong Kong Investor Services Limited;

"**H Share Registrar Agreement**" means the agreement dated December 17, 2025 entered into between the Company and the H Share Registrar;

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

"**HK White Form eIPO Service**" means the facility offered by the Company through the HK White Form eIPO Service Provider as the service provider designated by the Company allowing investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on

a website designated for such purpose, as provided for and disclosed in the Hong Kong Prospectus;

"HK White Form eIPO Service Provider" means Computershare Hong Kong Investor Services Limited;

"**HKSCC**" means Hong Kong Securities Clearing Company Limited;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Hong Kong Offer Shares**" means the 3,676,600 H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.5, 4.11 and 4.12;

"**Hong Kong Prospectus**" means the Hong Kong Prospectus to be issued by the Company in connection with the Hong Kong Public Offering;

"**Hong Kong Prospectus Date**" means the date of issue of the Hong Kong Prospectus, which is expected to be on or around December 31, 2025;

"**Hong Kong Public Offering**" means the offer of the Hong Kong Offer Shares at the Offer Price for subscription by the public in Hong Kong on 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 purchase Hong Kong Offer Shares made online through the HK White Form eIPO Service or through HKSCC EIPO service to electronically cause HKSCC Nominee 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 Underwriter's Applications;

"**Hong Kong Public Offering Documents**" means the Hong Kong Prospectus and the Formal Notice;

"**Hong Kong Public Offering Over-Subscription**" has the meaning ascribed to it in Clause 4.11;

"**Hong Kong Public Offering Under-Subscription**" has the meaning ascribed to it in Clause 4.6;

"**Hong Kong Public Offering Underwriting Commitment**" means, in relation to any Hong Kong Underwriter, the maximum 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 to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.5, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 1;

"**Hong Kong Underwriters**" means the underwriters whose names and addresses are set out 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**" mean (i) the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters; (ii) their respective head offices, affiliates, referred to in Clause 3.8; (iii) agents of the Sole Sponsor; and (iv) the respective partners, directors, officers, employees of each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and of each of their respective affiliates, "**Indemnified Party**" means any one of them;

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

"**Internal Control Consultant**" means KPMG Advisory (China) Limited Beijing Branch, the internal control consultant to the Company;

"**International Offer Shares**" means the 33,089,000 H Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to adjustment and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional Shares to be issued pursuant to the exercise of the Over-allotment Option;

"**International Offering**" means the conditional placing through the International Underwriters or their respective affiliates of the International Offer Shares 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;

"**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 reallocation in accordance with the International Underwriting Agreement and subject to the Over-allotment Option;

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

"**International Underwriting Agreement**" means the international underwriting agreement relating to the International Offering to be entered into among the Company, the Sole Sponsor, the Overall Coordinators and the International Underwriters;

"**Joint Bookrunners**" means Huatai, CLSA, ABCI Capital Limited ("**ABCI Capital**"), BOCI, TFI and UOB , being the joint bookrunners to the Global Offering;

"**Joint Global Coordinators**" means Huatai and CLSA, being the joint global coordinators to the Global Offering;

"**Joint Lead Managers**" means Huatai, CLSA, ABCI Securities, BOCI, TFI, UOB, Futu and Tiger, being the joint lead managers to the Global Offering;

"**Laws**" means any and all national, 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, the CSRC Rules, any and all regulations, rules, sanctions, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any Authority);

"**Listing Committee**" means the listing committee of the Stock Exchange;

"**Listing Date**" means the first day on which the H Shares commence trading on the Main Board of the Stock Exchange (which is expected to be on January 9, 2026 or such other day as the Company and the Sole Sponsor may agree);

"**Listing Rules**" means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the listing decisions, guidelines, guidance, and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

"**Main Board**" means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from, and operated in parallel with, the GEM of the Stock Exchange;

"**Material Adverse Effect**" means a material adverse effect, or any development involving a prospective material adverse effect, in or affecting the assets, liabilities, business, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company and the other members of the Group, taken as a whole;

"**Nominee**" means Bank of China (Hong Kong) (Nominees) Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

"**Non-H Shares**" means ordinary Share(s) with a nominal value of RMB1.00 each, other than the H Shares (namely, the Share(s) currently quoted on the National Equities Exchange and Quotations);

"**OC Announcement**" means the announcements dated May 30, 2025 and June 13, 2025 setting out the names of the Overall Coordinators appointed by the Company effecting a placing involving bookbuilding activities (as defined under the Code of Conduct) in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

"**OC Engagement Letter**" means the engagement letter dated June 13, 2025 in respect of the Global Offering entered into between CLSA as an Overall Coordinator and the Company;

"**Offer Price**" means the final offer price per 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 **Error! Reference source not found.**;

"**Offer Shares**" means the Hong Kong Offer Shares and the International Offer Shares, together with, where relevant and applicable, any additional Shares to be issued pursuant to the Over-allotment Option being offered at the Offer Price under the Global Offering;

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

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

"**Overall Coordinators**" means Huatai and CLSA, being the overall coordinators appointed by the Company in connection with its proposed Global Offering;

"**Over-allotment Option**" means the option to be granted by the Company to the International Underwriters, and exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue the Over-allotment Option Shares at the Offer Price to cover over-allocations in the International Offering (if any) on and subject to the terms of the International Underwriting Agreement;

"**Over-allotment Option Shares**" means up to 5,514,800 additional H Shares which the Company may be required to allot and issue upon the exercise of the Over-allotment Option;

"**PRC**" means the People's Republic of China which, for the purposes of this Agreement, shall not include Hong Kong, Macao Special Administrative Region of the People's Republic of China and Taiwan;

"**Preliminary Offering Circular**" means the preliminary offering circular dated December 31, 2025 issued by the Company in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus 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);

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

"**Receiving Bank**" means Bank of China (Hong Kong) Limited;

"**Receiving Bank Agreement**" means the agreement dated December 29, 2025 entered into between the Company, the Receiving Bank, the Nominee, the Sole Sponsor, the Overall Coordinators and the H Share Registrar;

"**Relevant Jurisdictions**" has the meaning ascribed to it in Clause 11.1.1;

"**Reporting Accountants**" means KPMG;

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

"**Securities Act**" means the United States Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder;

"**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;

"**SFC**" means the Securities and Futures Commission of Hong Kong;

"**Shares**" means the ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, comprising Non-H Shares and H Shares;

"**Sole Sponsor**" means Huatai, being the sole sponsor to the Global Offering;

"**Sponsor-OC**" means Huatai, being the sponsor-overall coordinator to the Global Offering;

"**Sponsor and Sponsor-OC Engagement Letters**" means the engagement letter dated 28 February 2025 entered into between Huatai and the Company;

"**Stabilizing Manager**" has the meaning ascribed to it in Clause 7.1;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**Subsidiaries**" means the companies named in the Hong Kong Prospectus as subsidiaries of the Company, and "**Subsidiary**" means any one of them;

"**Taxation**" or "**Taxes**" means all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC, or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, 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, duty, fee, assessment, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC, or of any other part of the world and, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

"**Trading Fee**" means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

"**Transaction Levies**" means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC and the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares collected for the Accounting and Financial Reporting Council of Hong Kong;

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

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

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

"**U.S.**" and "**United States**" means the United States of America;

"**Verification Notes**" means the notes prepared in order to verify the information contained in the Hong Kong Prospectus together with the answers and supporting documents thereto, copies of which have been signed and approved by, among others, the Directors;

"**Warranties**" means the representations, warranties, agreements and undertakings given by the Warrantors as set out in Part A of Schedule 2, and those given by the Controlling Shareholders as set out in Part B of Schedule 2;

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

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

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

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

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 taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.4.4 the terms "**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 Part 1 of Division 4 of the Companies Ordinance;

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

1.4.10 references to a document being "**in the agreed form**" are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) with such alternatives as may be agreed between the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) but such documents in agreed form do not form part of this Agreement;

1.4.11 references to a "**certified copy**" or "**certified true copy**" means a copy certified as a true copy by a Director, a company 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; and

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 (to the extent permissible under applicable Laws):

2.1.1 the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) receiving all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, respectively, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, not later than 8:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date, respectively or such later date and/or time as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree;

2.1.2 the issue by the Stock Exchange of a certificate of authorisation of registration in respect of the Hong Kong Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly 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 (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (WUMP) Ordinance not later than 6:00 p.m. on the Business Day before the Hong Kong Prospectus Date;

2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked or withheld (except for customary conditions imposed by the Stock Exchange in relation to the Listing or permission to deal in relation to the conditions to be satisfied by 8:00 a.m. on the Listing Date) prior to the commencement of trading of the H Shares on the Main Board;

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 or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);

2.1.5 the Offer Price having been fixed by the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters), on the date (or such later date as may be agreed between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters)) in accordance with Clause **Error! Reference source not found.** and such agreement not subsequently having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

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

2.1.7 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;

2.1.8 the Warranties being true, accurate and not misleading as of the date of this Agreement and the date and time specified under Clause 8.2 (as though they had been given and made on such date and time by references to the facts and circumstances then subsisting);

2.1.9 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met; and

2.1.10 all the applicable Approvals and Filings (including all of the waivers or exemptions (where applicable) as stated in the Hong Kong Prospectus to be granted by the Stock Exchange or the SFC (where applicable)) are granted by or have been obtained from or made to (as the case may be) the relevant regulatory authorities and not otherwise revoked, invalidated, amended or withdrawn .

2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to fulfil or procure the fulfilment of the Conditions (provided that nothing in this Clause 2.2 shall require the Warrantors to procure the fulfilment of such conditions by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs and their counsels), in the manner and form prescribed, 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 Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions.

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

2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Sole Sponsor and the Overall Coordinators may determine (in which case the Sole Sponsor 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 January 30, 2026 (being the 30th day after the Hong Kong Prospectus Date)

and any such extension and the new timetable shall be notified by the Sole Sponsor and Overall Coordinators to the other parties to this Agreement and the relevant regulatory authorities as soon as practicable after any such extension is made); or

2.3.2 in respect of the Condition set out in Clauses 2.1.1, 2.1.8 and 2.1.10 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.

2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions has not 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 shall apply.

2.5 **Reduction of the Offer Price and/or the number of Offer Shares:** The Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior written consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the offer price below that stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, (i) cause a notice of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the offer price to be published on the websites of the Stock Exchange at www.hkexnews.hk and the website of the Company at www.jinxunec.com). Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Hong Kong Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental Hong Kong Prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction.

2.6 **No waiver in certain circumstances:** The Sole Sponsor's and the Overall Coordinators' consent to or knowledge of any amendments/ supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

3 APPOINTMENTS

3.1 **Sponsor-OC and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai as the sponsor-overall coordinator, and Huatai and CLSA as the overall coordinators in connection with the Global Offering, and each of the Sponsor-OC 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. For the avoidance of doubt, the appointment of the Sponsor-OC and the Overall Coordinators hereunder is in addition to their respective engagements under the terms and conditions of the Sponsor and Sponsor-OC Engagement Letter and the OC Engagement Letter, which shall, subject to the terms of this Agreement in case of any discrepancies between such engagement letters and this Agreement, continue to be in full force and effect.

3.2 **Joint Global Coordinators**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai and CLSA as the Joint Global Coordinators in connection with 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. For the avoidance of doubt, the appointment of each of the Joint Global Coordinators hereunder is in addition to the terms and conditions under the engagement letters such Joint Global Coordinators separately entered into with the Company in respect of the Global Offering, which shall, subject to the terms of this Agreement in case of any discrepancies between such engagement letters and this Agreement, continue to be in full force and effect.

3.3 **Sole Sponsor**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai as the Sole Sponsor of the Company in relation to its application for Admission, and the Sole Sponsor, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Sponsor hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Engagement Letters, which shall, subject to the terms of this Agreement in case of any discrepancies between such engagement letters and this Agreement, continue to be in full force and effect.

3.4 **Capital Market Intermediaries**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, CLSA, ABCI Securities, BOCI, TFI, UOB, Futu, and Tiger as the capital market intermediaries in connection with the Hong Kong Public Offering and the International Offering, and each of the Capital Market Intermediaries, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of each of the Capital Market Intermediaries hereunder is in addition to the terms and conditions under the engagement letters such Capital Market Intermediary separately entered into with the Company in respect of the Global Offering, which shall, subject to the terms of this Agreement in case of any discrepancies between such engagement letters and this Agreement, continue to be in full force and effect.

3.5 **Joint Bookrunners**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, CLSA, ABCI Capital, BOCI, TFI and UOB as the joint bookrunners in connection with the Global 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. For the avoidance of doubt, the appointment of each of the Joint Bookrunners hereunder is in addition to the terms and conditions under engagement letters such Joint Bookrunners separately entered into with the Company in respect of the Global Offering, which shall, subject to the terms of this Agreement in case of any discrepancies between such engagement letters and this Agreement, continue to be in full force and effect.

3.6 **Joint Lead Managers**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, CLSA, ABCI Securities, BOCI, TFI, UOB, Futu and Tiger as the joint lead managers in connection with the Global 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. For the avoidance of doubt, the appointment of each of the Joint Lead Managers hereunder is in addition to the terms and conditions under engagement letters such Joint Lead Managers separately entered into with the Company in respect of the Global Offering, which shall, subject to the terms of this Agreement in case of any discrepancies between such engagement letters and this Agreement, continue to be in full force and effect.

3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and as agents of the Company, to procure applications of the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this

Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.

3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably 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 provided such person are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of such affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.

3.9 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong 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 applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The entitlement of the Hong Kong Underwriters to enter into sub-underwriting agreements in respect of any part of their respective commitments under the Hong Kong Public Offering shall not affect any of the obligations of the Hong Kong Underwriters under this Agreement, which shall remain in full force and effect at all times. Each of the Warrantors owes no duty or obligations to any of the sub-underwriters so appointed and none of the Warranties are for the benefit of such sub-underwriter. The relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements. The relevant Hong Kong Underwriter shall notify the Company as soon as practicable after it enters into a sub-underwriting agreement with any sub-underwriters.

3.10 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Sole Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the lawful exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

3.11 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, the Joint Global Coordinators, in their roles as such, are acting solely as the global coordinators of the Global Offering, the Sole Sponsor, in its role as such, are acting solely as the sole sponsor in connection with the listing of the H Shares on the Stock Exchange, the Capital Market Intermediaries, in their roles as such, are acting solely as capital market intermediaries in connection with the Hong Kong Public Offering, the Joint Bookrunners, in their roles as such, are acting solely as the joint

bookrunners of the Hong Kong Public Offering, and the Joint Lead Managers, in their roles as such, are acting solely as the joint lead managers of the Hong Kong Public Offering.

Each of the Warrantors further acknowledges that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to any member of the Group or the Warrantors, their respective directors, supervisors, management, shareholders or creditors or any other person in connection with any activity that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Stock Exchange, either before or after the date hereof.

The Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters hereby expressly disclaim for themselves any fiduciary, agency or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated under this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Sole Sponsor, the Capital Market Intermediaries, the Joint Bookrunners or the Joint Lead Managers, 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters, as applicable, on the other hand, agree that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters, 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 in their respective roles as principal and not the fiduciary, agent or adviser of any member of the Group or of the Warrantors (except and solely, with respect to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters, 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 hereof, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary, agent or adviser of any member of the Group or of the Warrantors, and none of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead

Managers and Hong Kong Underwriters have assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of any member of the Group or of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters are not advising the Warrantors, their respective directors, managers or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Sole Sponsor, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules in the capacity of the Sole Sponsor in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its own advisers 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, or their respective directors, officers or affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of this Agreement, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests differ 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions.

3.12 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything contained in this Agreement, none of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and the other Indemnified Parties shall have any liability whatsoever to the Warrantors or any other person in respect of, any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters or any other

Indemnified Party, including with respect to the following matters (including, but not limited to, any omission or misstatement in any of the Offering Documents) (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

3.12.1 any alleged insufficiency of the Offer Price or any dealing price of the Offer

Shares; and

3.12.2 any of the matters referred to in Clauses 12.1.1 to 12.1.4.

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

3.13 **Several obligations:** Any transaction carried out by the appointees under Clauses 3.1 to 3.7, as applicable, or by any of the delegates under Clause 3.8 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilization activity) shall constitute a transaction carried out at the request of, and as agent of, and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.7 or their respective delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several). Save as provided in Clause 3.8, none of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

3.14 The Company hereby acknowledges that each of the Overall Coordinators has:

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

3.14.2 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;

3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;

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

3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate capital market intermediaries participating in an initial public offering; and

3.14.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and

that the Company and its Directors fully understand and undertake to the Sole Sponsor and the Underwriters that they have met or will meet these responsibilities.

4 HONG KONG PUBLIC OFFERING

4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and the 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 the Company's HK Counsel on the Company's behalf, the Sole Sponsor shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange at www.hkexnews.hk and the website of the Company at www.jinxunec.com on the days specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters). The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the website of the Company at www.jinxunec.com and the official website of the Stock Exchange at www.hkexnews.hk.

4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its best endeavour to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

4.3 **H Share Registrar and HK 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 and the provision of the HK White Form eIPO Service upon and subject to the terms and conditions of the Registrar's Agreement. The Company has appointed the HK White Form eIPO Service Provider to act as the service provider in relation to the HK White Form eIPO Service upon and subject to the terms and conditions of the appointment letter entered into between them. The Company undertakes with the Hong Kong Underwriters to use its best endeavour to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above or a "black" rainstorm warning signal or Extreme Conditions (as defined in the Hong Kong Prospectus) being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal or Extreme Conditions (as defined in the Hong Kong Prospectus) remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

4.5 **Basis of allocation:** The Company agrees that the Overall Coordinators shall have the exclusive right to, in their sole and absolute discretion, after discussion with the Company and upon and subject to the terms and conditions of the Hong Kong Public Offering Documents and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong

Kong Public Offering Application. The Receiving Bank and the H Share Registrar shall, under the respective terms and conditions of the Receiving Banks Agreement and the Registrar Agreement to, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Sole Sponsor and the Overall Coordinators with such information, calculations and assistance as the Sole Sponsor and the Overall Coordinators may require for the purposes of determining, *inter alia*:

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

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

4.5.3 the basis of allocation of the Hong Kong Offer Shares.

4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications or in respect of which payment has not been cleared (an "**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 subscribe for, or failing which themselves as principals apply to subscribe for, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the "**Unsold Hong Kong Offer Shares**"), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding payment procedures), provided that

4.6.1 the obligations of the Hong Kong Underwriters in respect of such 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 subscribe for or procure applications to subscribe for 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):

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

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 subscribe for under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;

T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.10 and 4.12, as applicable;

C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.5 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 Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering 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 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later

than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make application(s) for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; and

4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, 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 the date specified in the Hong Kong Prospectus for the despatch of share certificates, duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and use its best endeavour to procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

4.10 **Power of the Overall Coordinators to make applications:** In the event of a Hong Kong Public Offering, 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 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 subscribe 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 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 (an "**Hong Kong Public Offering Over-Subscription**"), then:

4.11.1 subject to any required reallocation as set out in Clause 4.11.2 and relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants and the applicable Listing Rules, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine and the Hong Kong Underwriters will not be

entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and

4.11.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Hong Kong Public Offering Over-Subscription occurs; or (ii) the International Offer Shares under the International Offering are not fully subscribed and the Hong Kong Public Offering Over-Subscription occurs, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 5,514,800 H Shares (representing approximately 15% of the number of Offer Shares initially available under the Global Offering).

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitment 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 such 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 Stock Exchange, including but not limited to the relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants and Practice Note 18 to the Listing Rules.

4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsold Hong Kong Offer Shares 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. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares to be reallocated to the International Offering. For the avoidance of doubt, any Unsold Hong Kong Offer Shares which are so reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be 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 an 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 the Capital Market Intermediaries 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 undertakes with the Sole Sponsor, the Overall

Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements under all applicable Laws so as to enable the listing of, and permission to deal in, the H Shares on the Stock Exchange 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 the date and time specified in the Hong Kong Prospectus for the despatch of share certificates:

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

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

5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

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

5.2.1 the Overall Coordinators 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 the Hong Kong Public Offering

Applications for the Hong Kong Offer Shares offered by the Company and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) the amounts payable by the Company pursuant to Clause 6 (other than the Incentive Fee, as defined in Clause 6.1), provided that a breakdown of all amount to be deducted shall be provided to the Company before two Business Days prior to the Listing Date for the Company's approval prior to such deduction; and

5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 6, the Company shall and the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, in accordance with the terms of the respective engagement or otherwise in the manner as previously agreed between the Company and the relevant party, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee and the Transaction Levies) if and to the extent that the Offer Price shall be determined at below HK$30.00 per Offer Share.

5.3 **Brokerage, Trading Fee and the Transaction Levies for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 6.3, the Overall Coordinators will, for themselves and 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 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 the Transaction Levies for the Company**: Subject to the receipt of the applicable amount pursuant to Clause 6.3, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee to the persons entitled thereto of the Trading Fee and the Transaction Levies payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.

5.5 **Refund:** The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the H Share Registrar Agreement, the H Share Registrar and the Receiving Bank will arrange for the payment of refunds of application monies, to those successful and unsuccessful applicants under the Hong Kong Public Offering through the HK White Form eIPO Service 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market

Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters has or shall have any liability whatsoever under Clause 5 (save for the non-payment of the relevant cost by the Overall Coordinators after deduction of the corresponding amount) or Clause 6 or otherwise for any default by the Nominee.

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

6 COMMISSIONS AND COSTS

6.1 **Underwriting commission and incentive fee:** In consideration of the Hong Kong Underwriters assuming their Hong Kong Public Offering Underwriting Commitment under this Agreement, subject to this Agreement having become unconditional and having not been terminated in accordance with Clause 11, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 1.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the "**Underwriting Commission**"). In addition, the Company may, at its sole discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the "**Incentive Fee**") of up to 1.0% 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). The respective entitlements of the Overall Coordinators and the Hong Kong Underwriters to the Underwriting Commission, will be agreed and set out in the International Underwriting Agreement. The respective entitlements of the Overall Coordinators and the Hong Kong Underwriters to the Incentive Fee (if any) shall be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants and communicated by the Company to the Overall Coordinators. The Underwriting Commission and Incentive Fee (if any) shall be deducted from the proceeds of the Global Offering on the Listing Date in accordance with Clause 6.

6.2 **Sponsor fee and other fees and expenses**: The Company shall further pay to the Sole Sponsor the sponsor fee and other fees and expenses of such amount actually and reasonably incurred and in such manner as have been separately agreed between the Company (or any member of the Group) and the Sole Sponsor pursuant to and in accordance with the terms of the Sponsor and Sponsor-OC Engagement Letters.

6.3 **Costs payable by the Company:** The Company shall be responsible for, including, without limitation, the following costs, expenses, fees, charges and Taxation (other than the income or profits tax payable by the relevant recipient in respect of the fees received by it) in connection with or incidental to the Global Offering, the listing of the H Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby and in each case subject to the terms of the agreements (and all amendments or supplements thereto) entered into between the Company and the relevant parties, where applicable:

6.3.1 fees, disbursement and expenses of the Reporting Accountants, save for those which has been or will be settled directly between the Company and the Reporting Accountants;

6.3.2 fees, disbursements and expenses of HKSCC, the H Share Registrar and the HK eIPO White Form service provider, including all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;

6.3.3 fees, disbursement and expenses of all legal advisers to the Company and all legal advisers to the Underwriters, save for those which has been or will be settled directly between the Company and such legal advisers;

6.3.4 fees, disbursement and expenses of the Industry Consultant, save for those which has been or will be settled directly between the Company and the Industry Consultant;

6.3.5 fees, disbursement and expenses of the Internal Control Consultant, save for those which has been or will be settled directly between the Company and the Internal Control Consultant;

6.3.6 fees, disbursement and expenses of any public relations consultants engaged by the Company, save for those which has been or will be settled directly between the Company and such public relations consultants;

6.3.7 fees, disbursement and expenses of the Receiving Bank and the Nominee;

6.3.8 fees, disbursement and expenses of the financial printer (including its translation costs and expenses) engaged by the Company, save for those which has been or will be settled directly between the Company and the financial printer;

6.3.9 fees, disbursement and expenses of other agents, consultants and advisers engaged by the Company relating to the Global Offering, save for those which has been or will be settled directly between the Company and such agents, consultants and advisers;

6.3.10 fees, disbursements and expenses related to the application for listing of the Offer Shares on the Stock Exchange, the CSRC Filings, the filing or registration of any documents with any relevant Authority and the qualification of the Offer Shares in any jurisdiction;

6.3.11 all costs, disbursement and expenses actually and reasonably incurred for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities, and presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors as provided that the Company had been notified of and/or approved;

6.3.12 all printing and advertising costs (including all fees, disbursements and expenses of the financial printer and translators retained for the Global Offering) as approved by the Company ;

6.3.13 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents, and all amendments and supplements thereto;

6.3.14 all cost and expenses for roadshows incurred by the Company and including all costs and expenses related to the preparation and launching of the Global Offering incurred by the Company (such as expenses related to travel, accommodation, printing, telecommunication and other out-of-pocket expenses);

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

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

6.3.17 the Trading Fee and the Transaction Levies payable by the Company, all capital duty (if any), premium duty (if any), Taxation, levy and other fees, costs and expenses payable, in respect of the creation, issue, sale and delivery of the Offer Shares and the execution and delivery of and the performance of any provisions of this Agreement;

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

6.3.19 all fees and expenses of the H Share Registrar;

6.3.20 all costs and expenses related to the press conferences of the Company in relation to the Global Offering provided that the Company had been notified of and/or approved;

6.3.21 all stock admission fees, processing charges and related expenses payable to HKSCC;

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

6.3.23 all fees and expenses related to background searches, company searches, litigation searches, bankruptcy and winding-up searches and directorship searches in connection with the Global Offering, provided that the Company had been notified of and agreed to such searches and related fees and expenses prior to the searches were conducted;

shall be borne by the Company, and the Company shall , and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such fees, costs, charges, Taxation (other than the income or profits tax payable by the relevant recipient in respect of the fees received by it) and expenses in accordance with the terms of the respective engagement or otherwise in the manner as previously agreed between the Company and the relevant parties, provided that the Company shall not be liable for any out-of-pocket expenses not previously approved by the Company or incurred by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in the course of their respective engagements exceeding the relevant fee cap as stipulated in the relevant engagement letters entered into between them and the Company. Notwithstanding anything to the contrary in Clause 17.11, if any costs, expenses, fees or charges referred to in this Clause 6.3, which has not been deducted pursuant to Clause 5.2.1, is paid or to be paid by any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall, provided that a breakdown of all costs, expenses, fees or charges paid or to be paid has been provided to the Company before two Business Days prior to the payment for the Company's approval , and the Controlling Shareholders shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Sole Sponsor, Overall

Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis (other than the income or profits tax payable by the relevant recipient in respect of the fees received by it).

6.4 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission or Incentive Fee under Clauses 6.1, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation (other than the income or profits tax payable by the relevant recipient in respect of the fees received by it) and expenses referred to in Clauses 6.2 which have been incurred or are liable to be paid by the Sole Sponsor, Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters upon on receipt of a breakdown of all costs, expenses, fees or charges paid or to be paid being approved by the Company in accordance with the engagement letters entered into between the Company and relevant parties.

6.5 **Time of payment of costs**: For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, if not so deducted pursuant to Clause 5.2, be payable by the Company(a) as soon as possible, and in any event within thirty (30) Business Days, upon receipt of the first written request by the Overall Coordinators or (b) in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, whichever is the earlier. All payments to be made by the Company under this Clause 6 are exclusive of goods and services tax, value added tax and/or similar taxes and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.

7 STABILIZATION

7.1 **Stabilization manager and stabilization actions:** The Company acknowledges that, Huatai (the "**Stabilizing Manager**"), to the exclusion of all others, is expected to act as stabilizing manager in connection with the Global Offering and may (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Stabilizing Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilization actions, provided that such agent shall, permitted by applicable Laws, have the rights and authorities conferred upon the Stabilizing Manager pursuant to this Clause. Any stabilization actions taken by the Stabilizing Manager or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time. Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Overall Coordinators) to this Agreement that it will not take or cause or authorize any person to take, and shall cause its affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company.

7.2 **Stabilizing losses and profits:** All liabilities, expenses and losses arising from stabilization activities and transactions effected by the Stabilizing Manager or any person acting for it as

stabilizing manager shall be for the respective accounts of the International Underwriters in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitment of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters. The split of all profits or gains arising from stabilizing activities and transactions among the Overall Coordinators effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be determined in the International Underwriting Agreement. The Company shall not be responsible for any expenses, taxes, and losses in any event arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager.

7.3 **No stabilization by the Warrantors:** Each of the Warrantors undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them that, it/he will not, and will cause its/his affiliates or any of its or its/his affiliates' respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

7.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

7.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance,

provided that the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement shall not constitute a breach of this Clause 7.3.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** 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 hereto, 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 hereto, to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties. Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

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 supplemental Hong Kong Prospectus(es) (if any);

8.2.3 on the Acceptance Date;

8.2.4 immediately prior to (i) the delivery by the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and/or the other Hong Kong Underwriters of duly completed applications and (ii) payment by the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers 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);

8.2.5 the date of the announcement of basis of allocation of the Hong Kong Offer Shares;

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

8.2.7 immediately prior to commencement of dealings in the Offer Shares on the Stock Exchange;

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

8.3 **Notice of breach of Warranties:** Subject to compliance with all applicable Laws, each of the Warrantors hereby undertakes to promptly notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its/his knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it/he becomes aware of any event or circumstances which would or could cause any of the Warranties to become untrue, inaccurate in all material respects or misleading in any respect.

8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates 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 any of them without the prior approval of the Sole Sponsor and the Overall Coordinators.

8.5 **Remedial action and announcements:** The Warrantors shall notify the Sole Sponsor 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 pursuant to Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall exist which requires or is reasonable to require the making of any change to in the Offering Documents, so that any such Offering Documents would not include any untrue or inaccurate statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made when any such Offering Documents were delivered; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents; or (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or any Warrantor shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, Joint Lead Managers, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall as soon as commercially practicable take such remedial action as may reasonably be required by the Sole Sponsor and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Sole Sponsor and the Overall Coordinators may require and supplying the Sole Sponsor and the Overall Coordinators (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 Sole Sponsor and/or the Overall Coordinators for the Company to take any such remedial action shall not constitute a waiver of, or in any way affect, any right of the Sole Sponsor, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact or (ii) result in the loss of the rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters 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, amendment or document in connection with the Global Offering or do any such act or thing contemplated in this Clause without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (provided that such consent shall not be unreasonably withheld or delayed), except as required by Laws, in which case the relevant Warrantor shall, subject to compliance with applicable Laws, first consult the Sole Sponsor and the Overall Coordinators before such issue, publication or distribution or act or thing being done.

8.6 **Warrantors' Knowledge:** A reference in this Clause 8 or in Schedule 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 that each of the Warrantors has ensured that all information given in the relevant Warranty is true, accurate and not misleading in all material respects. Notwithstanding that any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge

or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

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

8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.

8.9 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.

8.10 **Full force:** For the purpose of this Clause 7:

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

8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 7 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

9 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

9.1 **Lock-up on the Company:** Except for the offer, allotment and issue of the Offer Shares pursuant to the Global Offering (including pursuant to any exercise of the Over-allotment Option), at any time during the period commencing on the date of this Agreement and ending on, and including, the date that is six months from the Listing Date (the "**First Six-Month Period**"), the Company hereby undertakes to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters not to and to procure each other member of the Group not to, without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)

and unless in compliance with the requirements of the Listing Rules and only after the consent of any relevant Authority (if so required) has been obtained:

9.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in the share capital or any other securities of the Company , or deposit any share capital or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or

9.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the Shares or any other securities of the Company; 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 do any of the foregoing specified in Clause 9.1.1, 9.1.2 or 9.1.3 or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of any Shares or such other securities, or shares or other securities of such other member of the Group, as applicable, in cash or otherwise (whether or not the issue of such Shares or other securities will be completed within the First Six Month Period). In the event that, at any time during the period of six months immediately following the expiry of the First Six-Month Period (the "**Second Six-Month Period**"), the Company enters into any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above or offers to or agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that any such transaction, offer, agreement or announcement will not create a disorderly or false market in the securities of the Company.

9.2 The Controlling Shareholders undertake to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters that it/he/she shall procure the Company to comply with the undertakings in this Clause 9.1.

9.3 **Maintenance of public float:** The Company agrees and undertakes to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters that it will , and the Controlling Shareholders undertake to procure that the Company will, comply with the minimum public float requirements specified in the Listing Rules (the "**Minimum Public Float Requirement**"), and it will not, and the Controlling Shareholders undertake to procure that the Company not to, effect any purchase of the Shares, or agree to do so, which may reduce the holdings of the Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the First Six Month Period without first having obtained the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

9.4 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholder hereby undertakes to each of the Company, the Sole Sponsor, the Overall Coordinators, the Joint

Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that, without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

9.4.1 it/he will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it/him and the companies controlled by it/him/her will not, at any time during the First Six Month Period, (i) dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of,, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company, 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 (legal or beneficial) 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 (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 9.4.1(i) or (ii) above, or (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 9.4.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 9.4.1(i), (ii) or (iii) above is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise, and whether or not the transactions will be completed within the First Six Month Period; and

9.4.2 it/he will not, during the Second Six Month Period, enter into any of the transactions specified in Clause 9.4.1 (i), (ii) or (iii) above or offer to or agree to contract to or publicly announce any intention to effect any such transaction if, immediately following any disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, it will cease to be a Controlling Shareholder of the Company or a member of a group of the Controlling Shareholders of the Company; and

9.4.3 until the expiry of the Second Six Month Period, in the event that it enters into any of the transactions specified in Clause 9.4.1 (i), (ii) or (iii) or offer to or agrees to or contract to or publicly announce any intention to effect any such transaction, it/he/she will take all reasonable steps to ensure that such a disposal will not create a disorderly or false market in the securities of the Company.

The restrictions in this Clause 9.4 shall not prevent the Controlling Shareholders from (i) purchasing additional Shares or other securities of the Company and disposing of such additional Shares or securities of the Company in accordance with the Listing Rules, and (ii) using the Shares or other securities of the Company or any interest therein beneficially owned by them as security (including 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 Overall Coordinators 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 or the relevant registered holder(s) pledges or charges any Shares or other securities of the Company beneficially owned by it/him, and (b) when the relevant Controlling Shareholder receives indications, either verbal or written, from the pledgee or chargee of any Shares that any of the pledged or charged Shares or other securities of the Company will be disposed of, it/he will immediately inform the Company and the Overall Coordinators of such indications.

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

9.5 **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

10.1 The Company undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will, and each of the Controlling Shareholders shall (if applicable) and shall procure the Company to:**Global Offering**: comply in all respects 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 CSRC Rules, the Listing Rules and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the CSRC or any other relevant applicable Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:

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

10.1.2 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authorities, as applicable;

10.1.3 making available on display on Stock Exchange's website at www.hkexnews.hk and the Company's website at www.jinxunec.com, the documents referred to in the section of the Hong Kong Prospectus headed "Appendix V – Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display" for the period stated therein;

10.1.4 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 Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) which shall not be unreasonably withheld or delayed;

10.1.5 using its best endeavours to procure that the H Share Registrar, the HK 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's Agreement and the Receiving Bank Agreement, and do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein;

10.1.6 procuring that none of the Company, any member of the Group, the Controlling Shareholders, and/or with best endeavours procuring any of their respective directors,

officers, employees, affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40^{th}) day immediately following the date of the International Underwriting Agreement;

10.1.7 procuring that no core connected person of the Company, and using its best endeavours to procure that no connected person and no existing shareholder of the Company or its close associates will, himself/herself or itself apply to subscribe for or purchase Hong Kong Offer Shares either in his/her or its own name or through nominees unless permitted to do so under the Listing Rules or relevant waiver or consent has been obtained from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any core connected person or its close associates either in his/her or its own name or through a nominee, it shall forthwith notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

10.1.8 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering in the manner specified in the section of the Hong Kong Prospectus headed "Future Plans and Use of Proceeds" (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change could be made without the consent of the Sole Sponsor and the Overall Coordinators (which consent shall not be unreasonably withheld or delayed) during a period of six months from the Listing Date, and the Company shall provide reasonable prior notice and the details of such change (if any) to the Sole Sponsor and the Overall Coordinators), and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making 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 Underwriters) of any sanction laws and regulations;

10.1.9 cooperating with and fully assisting, and procuring the members of the Group, the Controlling Shareholders, the substantial shareholders (as defined in the Listing Rules) of the Company, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and assist, in a timely manner each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;

10.1.10 giving every assistance, and procuring the members of the Group, any Controlling Shareholder, associates of the Company, and/or any of their respective directors, officers, supervisors, employees, affiliates, agents, advisors, 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Underwriters to meet its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under paragraphs 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof) and the CSRC Rules;

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

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

10.1.13 saved as disclosed in the Prospectus, from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) Business Day after the last day for lodging applications under the Hong Kong Public Offering, not 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), except for the change or alteration in its capital structure as a result of the Global Offering;

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

10.2 following the Global Offering, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares.

10.3 **Information**: provide to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or the Controlling Shareholders or which on due and careful enquiry ought to be known to the Company or the Controlling Shareholders and whether relating to the Group or the Company or any of the Controlling Shareholders or otherwise as may be reasonably required by the Sole Sponsor or the Overall Coordinators (for themselves and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority);

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

10.4.1 at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time prior to or on the Listing Date;

10.4.2 at any time after the date of this Agreement up to and including the Listing Date, enter into any commitment or arrangement which, in the reasonable opinion of the Sole Sponsor and the Overall Coordinators, has or will or may result in a Material Adverse Effect or adversely affect the Global Offering;

10.4.3 at any time after the date of this Agreement up to and including the Listing Date, take any steps which, in the sole opinion of the Sole Sponsor and the Overall Coordinators, would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Hong Kong Prospectus;

10.4.4 at any time after the date of this Agreement up to and including the Listing Date, amend any of the terms of the appointments of the H Share Registrar, the Nominee, the Receiving Bank and the HK White Form eIPO Service Provider without the prior written consent of the Sole Sponsor and the Overall Coordinators;

10.4.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other applicable Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Hong Kong Prospectus; and

10.4.6 without the prior written approval of the Sole Sponsor and the Overall Coordinators, issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any Hong Kong Prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents, or any amendment or supplement thereto, except for the Offering Documents, any written materials agreed between the Company and the Sole Sponsor 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement.

10.5 **Receiving Bank, Nominee and H Share Registrar:** use its best endeavours to procure that each of the Receiving Bank, the Nominee and the H Share Registrar 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, including but not limited to providing the Overall Coordinators and the Sole Sponsor with such information and assistance as the Overall Coordinators and the Sole Sponsor may require for the purposes of determining the level of acceptances under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares;

10.6 **Maintaining listing**: maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

10.7 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the CSRC and any other Authority), including, without limitation:

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

10.7.2 submit to the Stock Exchange as soon as practicable before the commencement of dealings in the H Shares on the Stock Exchange the declaration to be signed by a Director and the company secretary of the Company in the form set out in Form F as published in Regulatory Forms pursuant to the Listing Rules;

10.7.3 complying with the Listing Rules, Part XIVA of the Securities and Futures Ordinance, CSRC Filing Rules or other requirements in connection with the announcement and dissemination to the public under applicable circumstances, any information required by the Stock Exchange, the SFC, the CSRC and any other Authority to be announced and disseminated to the public;

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

10.7.5 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;

10.7.6 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 of the Company uphold, comply and act in accordance with the provisions of the same;

10.7.7 complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with in all material respects (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;

10.7.8 during the 12 months following the Global Offering, where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notifying the CSRC or the relevant Authority in the PRC and providing it with such material information in

accordance with to the applicable Laws, and promptly notifying the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;

10.7.9 keeping the Sole Sponsor 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 Stock Exchange, the SFC or of any other relevant Authority, and to enable the Sole Sponsor 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;

10.7.10 providing to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are 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 Sole Sponsor and/or the Overall Coordinators may require;

10.7.11 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;

10.7.12 maintaining the appointment of a compliance adviser and obtaining advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules;

10.7.13 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the Capital Market Intermediaries under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;

10.7.14 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 any applicable Laws, the Stock Exchange, the SFC, and any other relevant Authority in Hong Kong or elsewhere; and

10.7.15 paying all Tax, duty, levy, regulatory fee or other government charge or expense which are to be borne and payable by the Company in Hong Kong, the PRC, Cayman Islands, the United States or elsewhere, 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.

10.8 **Internal control:** ensure that any issues identified and as disclosed in any internal control report(s) prepared by the Internal Control Consultant have been, are being or will promptly be rectified or improved for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board 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(s).

10.9 **Significant changes**: promptly provide full particulars thereof to the Sole Sponsor 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 affecting any information contained in any of the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, or (b) the Company enters into or intends to enter into any material agreement or commitment, and, in connection with (a) above, further:

10.9.1 inform the Stock Exchange and the SFC of such change or matter if so required by any of the Sole Sponsor and the Overall Coordinators;

10.9.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the Stock Exchange, the SFC or the CSRC or the Sole Sponsor or the Overall Coordinators and in a form approved by the Sole Sponsor and the Overall Coordinators (provided that any such approval shall not constitute a waiver of any rights of the Sole Sponsor and the Overall Coordinators under this Agreement), deliver such documentation through the Sole Sponsor to the Stock Exchange, the SFC or the CSRC for approval and publish such documentation in such manner as the Stock Exchange, the SFC or the CSRC or the Sole Sponsor or the Overall Coordinators may require;

10.9.3 to the extent required by any Authority or pursuant to any applicable Laws, at its expense, make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares, and

10.9.4 not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Sole Sponsor and the Overall Coordinators, provided that such consent shall not be unreasonably withheld or delayed,

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

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.

11 TERMINATION

11.1 **Termination by the Overall Coordinators:** The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Sole Sponsor shall be entitled by notice (orally or in writing) to the Company to terminate this Agreement with immediate effect if at any time prior to 8:00 a.m. on the Listing Date:

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

(a) any event, or series of events, in the nature of force majeure (including, without limitation, any acts of government, declaration of a local, national, regional or international emergency or war, calamity, crisis, epidemic, pandemic, outbreaks, escalation, adverse mutation or aggravation of diseases (including, without limitation, COVID-19, Severe Acute Respiratory Syndrome (SARS), swine or avian flu, H5N1,

H1N1, H7N9, Ebola virus, Middle East respiratory syndrome and such related/mutated forms), economic sanctions, strikes, lock-outs other industrial actions, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, riots, public disorder, acts of war, outbreak or escalation of hostilities, acts of God, acts of terrorism (whether or not responsibility has been claimed), paralysis in government operations, interruptions) in or affecting Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia or other jurisdictions relevant to the Group or the Global Offering (each a "**Relevant Jurisdiction**" and collectively, the "**Relevant Jurisdictions**"); or

(b) the imposition of any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range but excluding such requirement already in place as of the date of this Agreement) in or on trading in securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or

(c) the imposition of any general moratorium on commercial banking activities in Relevant Jurisdictions (declared by any relevant competent authority) 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

(d) any new laws, or any change or any development involving a prospective change in existing laws 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 of the Relevant Jurisdictions; or

(e) the imposition of economic sanctions, or the withdrawal of trading privileges, in whatever form, under any sanction Laws, or regulations in, Hong Kong, the PRC or any of the Relevant Jurisdictions; or

(f) a 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 the United States dollar, Hong Kong dollar or the Renminbi against any foreign currencies or a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or Renminbi is linked to any foreign currency), or the implementation of any exchange control, in any of the Relevant Jurisdictions; or

(g) any Proceedings of any third party being threatened or instigated against any Director, member of the Group or any of the Controlling Shareholders; or

(h) any change or a prospective change, or a materialization of, any of the risk set out in the section headed "Risk Factors" in the Hong Kong Prospectus; or

(i) save as disclosed in the Hong Kong Prospectus, non-compliance of the Hong Kong Prospectus, the CSRC Filings, or any other documents used in connection with the contemplated offer of the Shares, or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or

(j) an Authority or a political body or organization in any of the Relevant Jurisdictions commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group or any Director; or

(k) save as disclosed in the Hong Kong Prospectus, a material contravention by the Company, any member of the Group or any Director of the Listing Rules or applicable Laws; or

(l) a valid demand by any creditor for repayment or payment of any indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or

(m) except with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Hong Kong Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (WUMP) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC;

which, individually or in the aggregate, in the sole and absolute opinion of the Overall Coordinators and the Sole Sponsor:

i. has or will have a material adverse effect on the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company or the Group as a whole; or

ii. has or will 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

iii. makes or will make it inadvisable, inexpedient, impracticable or incapable for the Global Offering to proceed or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or

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

11.1.2 there has come to the notice of the Sole Sponsor and the Overall Coordinators:

(a) 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

(b) that any statement contained in any of the Hong Kong Public Offering Documents, the CSRC Filings and/or in any notices or announcements, written communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was, when it was issued, or has become, untrue, incorrect, inaccurate or misleading in any material respect, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the Hong Kong Public Offering Documents and/or any notices, announcements, communications or other documents, issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including

any supplement or amendment thereto) has become not fair and honest and based on reasonable assumptions; or

(c) 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 in any Hong Kong Public Offering Document; or

(d) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the warranties given by the Company or the Controlling Shareholders in this Agreement or the International Underwriting Agreement; or

(e) any event, act or omission which gives or is likely to give rise to any liability of any of the Indemnifying Parties (as defined in Clause 12.1) pursuant to Clause 12; or

(f) any material breach of any of the obligations or undertakings imposed upon the Company or any of the Controlling Shareholders under this Agreement or the International Underwriting Agreement; or

(g) there is any change having a Material Adverse Effect; or

(h) a Director or the chairman or the chief executive officer or the chief financial officer of the Company vacating his/her office, seeking to retire or being removed from his/her office; or

(i) 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 pursuant to any exercise of the Over-allotment Option) 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, cancelled, qualified (other than by customary conditions), revoked or withheld; or

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

(k) the Company withdraws the Hong Kong Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering; or

(l) any of the experts named in the Hong Kong Prospectus (other than the Sole Sponsor) has withdrawn or is subject to withdrawal of its consent to the inclusion of its reports, letters and/or opinions (as the case may be) and being named in any of the Offering Documents or to the issue of any of the Offering Documents; or

(m) any Director or member of the senior management of the Company named in the Hong Kong Prospectus is being charged with an indictable offence or prohibited by operation of Law or otherwise disqualified from taking part in the management of a company or taking a directorship of a company; or

(n) that a material portion of the orders placed or confirmed in the bookbuilding process, or of the investment commitments made by any cornerstone investors under the Cornerstone Investment Agreements, have been withdrawn, terminated or cancelled, as a result of the payment of the relevant investment amount not being received or settled in the stipulated time and manner or otherwise.

.For the purpose of this Clause 11.1 only, the exercise of right of the Sole Sponsor and the Overall Coordinators under this Clause 11.1 shall be final, conclusive and binding on the Sole

Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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 6.2, 6.3 and 12 to 17 and any rights or obligations which may have accrued under this Agreement prior to such termination;

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

11.2.3 the Company shall forthwith pay to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters the costs, expenses, fees, charges and Taxation set out in Clauses 6.2 and 6.3 and the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters 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, "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") jointly and severally undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries (which, for the avoidance of doubt, include both syndicate Capital Market Intermediaries and non-syndicate Capital Market Intermediaries as defined in the Code of Conduct), the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to jointly and severally indemnify, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, fees, charges, expenses (including any interest or penalty), claims, duty, levy and Taxation (collectively, "**Losses**" and individually, a "**Loss**") which, jointly or severally, any such Indemnified Party may suffer or incur, and against all litigations, actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), demands, judgments, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, "**Proceedings**" and individually, a "**Proceeding**"), which may be brought or threatened or alleged to be brought against or otherwise involve any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings, notices, announcements or advertisements, written communication, roadshow materials or other documents relating to or connected with the Group or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or any of them) (collectively, the "**Related Public Information**"); or

12.1.2 any of the Related Public Information containing any untrue, incorrect or inaccurate, or alleged untrue, incorrect or inaccurate statement of a material fact, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in 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 Law or otherwise required to be contained, 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or any of them), or containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, omitting or being alleged to have omitted a fact necessary to make any statement therein, in light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained 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 material 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, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or

12.1.6 any breach or alleged breach on the part of any of the Warrantors of any of the provisions of this Agreement or the Articles of Association or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party or any action or omission of any of the Warrantors or any of their respective directors, supervisors (where applicable), officers or employees resulting in a breach, of any of the provisions of this Agreement or the Articles of Association or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or

12.1.7 any of the Warranties given by the Warrantors being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged

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

12.1.8 the performance by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or otherwise in connection with the Global Offering, including but not limited to their respective roles and responsibilities under the Code of Conduct as Sponsor, Sponsor-OC, Overall Coordinator, Capital Market Intermediaries or otherwise, as applicable;

12.1.9 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

12.1.10 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the CSRC Rules, the Securities and Futures (Stock Market Listing) Rules (Chapter 571V of the Laws of Hong Kong), the Companies (WUMP) Ordinance, or any Laws of any of the Relevant Jurisdictions, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

12.1.11 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

12.1.12 any failure or alleged failure by the Company, any of the Controlling Shareholders, or any of the directors, or employees of any Group Company 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

12.1.13 any breach or alleged breach by the Company, any member of the Group, any Director or any of the Controlling Shareholders of any applicable Laws in connection with the Global Offering; or

12.1.14 any Proceeding being instigated or threatened against the Company, any member of the Group or any of the Directors, or settlement of any such Proceeding; or

12.1.15 any breach by any of the Warrantors of the terms and conditions of the Hong Kong Public Offering; or

12.1.16 any material breach of any applicable Laws of any jurisdiction resulting from the distribution of any of the Related Public Information and/or any offer, allotment, issue, sale or delivery of any of the Offer Shares otherwise than in accordance with and on the terms of the Offering Documents and this Agreement;

provided that the indemnity provided for in this Clause 12.1 shall not apply in respect to the extent where any such Proceeding or any such Loss is finally determined by a court of competent jurisdiction or a properly constituted arbitral panel to have been caused solely and directly by the fraud, wilful misconduct or gross negligence on the part of such Indemnified Party. The non-application of the indemnity provided for in Clause 12 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to any Indemnifying Party 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 Hong Kong Public Offering Documents, the performance by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any other Indemnified Party of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering, the offer, allotment, issue, sale or delivery of the Offer Shares, 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, provided that the foregoing shall not exclude any liability which has been finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been caused out of the gross negligence, wilful misconduct or fraud on the part of such Indemnified Party.

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

12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 12 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, promptly notify the Indemnifying Parties in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Parties shall not relieve the Indemnifying Parties from any liability which they may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Parties may participate at their expense in the defence of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties), that counsel to the Indemnifying Parties shall not also be counsel to the Indemnified Parties. Unless the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Parties acting as counsel to such Indemnified Parties in such Proceeding, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Parties and paid as incurred (provided that such Indemnifying Party shall not be liable for the fees and expenses of more than one separate counsel (in addition to any local counsel) for each Indemnified Party in any one Proceeding or series of related Proceedings in the same jurisdiction representing the Indemnified Parties who are parties to such Proceeding or Proceedings).

12.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding

shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Parties under this Agreement. The Indemnifying Parties shall be liable for any settlement or compromise by the Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Indemnifying Parties, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. The Indemnified Parties are not required to obtain consent from the Indemnifying Parties with respect to such settlement or compromise or consent to judgment. 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 shall be in addition to any liability which the Indemnifying Party may otherwise have.

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

12.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;

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

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

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

12.8 **Payment on demand**: All amounts subject to indemnity under this Clause 12 shall be paid by an Indemnifying Party as and when they are incurred within 30 Business Days of a written notice demanding payment and setting out details of the amount accompanied by supporting documents to substantiate the amount claimed to the extent possible and practicable being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.

12.9 **Payment free from counterclaims/set-offs**: All payments made by any 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 Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 12, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

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

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

13 ANNOUNCEMENTS

13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published made publicly available or despatched by the Company or the Controlling Shareholders (or by any of their respective directors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval (provided that such approval shall not be unreasonably withheld or delayed) of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the SFC and the CSRC, whether or not the requirement has the force of law and any such announcement so issued, published, made publicly available or despatched by any of the parties shall be issued, published made publicly available or despatched only after the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.

13.2 **Discussion with the Sole Sponsor and the Overall Coordinators:** The Company undertakes to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that during the period of six months from the date of this Agreement, it will discuss with the Sole Sponsor 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:** 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 the termination of this Agreement.

14 CONFIDENTIALITY

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

14.2 **Exceptions:** Any party hereto may disclose, or permit its affiliates and its and their directors, 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, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement 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, auditors, consultants and service providers of such party on a need-to-know basis and/ or 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 Sole Sponsor, any Hong Kong Underwriter or any of their respective affiliates for the purpose of the Global Offering or necessary in the view of any Hong Kong Underwriter or its affiliates to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

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) and the Sole Sponsor), such approval not to be unreasonably withheld; or

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

provided that, in the case of Clauses 14.2.3 and 14.2.7, any such information disclosed shall be disclosed only after consultation with the other parties.

14.3 **Full force:** The restrictions contained in this Clause 14 shall continue to apply 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.

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

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

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

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

15.2.4 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; and

15.2.5 if sent by email, immediately after the time sent as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered.

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 facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to **the Company**:

Address:	40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong
Email:	yuanmei@jinxunec.com
Attention:	Ms. Yuan Mei

If to **the Controlling Shareholders**:

Address:	40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong
Email:	yuanrong@jinxunec.com
Attention:	Mr. Yuan Rong

If to **Huatai**:

Address:	62/F, The Center, 99 Queen's Road Central, Hong Kong
Email:	project121@htsc.com
Attention:	Project 121 Team

If to any of the Hong Kong Underwriters, to the address, facsimile number and email address of such Hong Kong Underwriter, and for the attention of the person, specified opposite 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, facsimile number or email address 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 AND 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:** Each party to this Agreement agrees 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 or any dispute regarding non-contractual obligations arising out of or relating to it (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules (the "**Rules**") in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause 16 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Notwithstanding this Clause 16.2, any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to or in support of any arbitration commenced under this Clause 16.2.

16.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the nonexclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 16. Additionally, the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong to support and assist any arbitration commenced under Clause 16.2, including if necessary the grant of ancillary, interim or interlocutory relief pending the outcome of such arbitration.

16.4 **Waiver of objection to jurisdiction:** The Company irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 16 and any claim of *forum non conveniens* and further irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdictions.

16.5 **Service of documents:** Without prejudice to the provisions of Clause 16.6, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.

16.6 **Process agent:** The Company has established a place of business in Hong Kong at 40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong, has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Without prejudice to Clause 16.5 above, each of the Controlling Shareholders hereby irrevocably appoints the Company as its/his authorized representative for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) arising out of or in connection with any arbitration proceedings or any proceedings before the courts of Hong Kong and any notices to be served on any of the Controlling Shareholders in Hong Kong.

Service of process upon the Company or any of 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 Controlling Shareholders or if the place of business in Hong Kong of the Company identified above shall cease to be an available address for the service of process for the Company, the Company or such Controlling Shareholder(s) (as the case may be) shall promptly notify the Sole Sponsor and the Overall Coordinators and within 14 days to designate a new address in Hong Kong as

its place of business or appoint a new agent for the service of process in Hong Kong (as the case may be) acceptable to the Sole Sponsor and the Overall Coordinators. Where a new agent is appointed for the service of process for the Controlling Shareholder(s), such Controlling shareholder(s) shall deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Sole Sponsor and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of such Controlling Shareholder(s), and such appointment shall be effective upon the giving of notice of such appointment to such Controlling Shareholder(s). Nothing in this Agreement shall affect the right to serve process in any other manner permitted by the applicable Laws.

Where proceedings are taken against the Company or any of 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 such Controlling Shareholder (as the case may be) shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Sole Sponsor and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings was given, failing which the Sole Sponsor and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or such Controlling Shareholder, and such appointment shall be effective upon the giving notice of such appointment to such the Company or such Controlling Shareholder.

16.7 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), the Company or any of the Controlling Shareholders has or can claim for itself/himself or its/his assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself/himself or its/his assets, properties or revenues any such immunity (whether or not claimed), the Company or such Controlling Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).

17 MISCELLANEOUS

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

17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

17.3 **Assignment:** Each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12, respectively, to any of the persons who have the benefit of the indemnities in Clause 12 and

any successor entity to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.

17.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

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

17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.

17.7 **Entire agreement:** This Agreement constitutes the entire agreement between the Company, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers 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, save that the Sponsor and Sponsor-OC Engagement Letters (in the case of Huatai), the OC Engagement Letter (in the case of CLSA) and the respective engagement letter entered into between the Company and each of the Capital Market Intermediaries (other than the Overall Coordinators) in their respective capacity as a Capital Market Intermediary shall continue to be in force and binding upon the relevant parties thereto. If there is any conflict between this Agreement and the Sponsor and Sponsor-OC Engagement Letters or the OC Engagement Letter (as the case may be), this Agreement shall prevail as between the Company, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and the Hong Kong Underwriters.

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

17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgment currency**") other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

17.11 **Taxation**: All payments to be made by the Company or the Controlling Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by any 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 and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable.

17.12 If any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters is required by any Authority to pay any Taxes as a result of this Agreement, the Company (or the Controlling Shareholders, as the case may be) will pay an additional amount to such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter so that the full amount of such payments as agreed in this Agreement to be paid to such Sole Sponsor, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter is received by such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter. The Company and the Controlling Shareholders will further, if requested by such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter, use reasonable efforts to give such assistance as such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter may reasonably request to assist such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter reasonably requests, promptly making available to such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner,

Joint Lead Manager or Hong Kong Underwriter notices received from any Authority and, subject to the receipt of funds from such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter, by making payment of such funds on behalf of such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

17.13 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the Capital Market Intermediaries, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorises the Overall Coordinators to act on behalf of all the Capital Market Intermediaries, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, Joint Lead Managers and 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.

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

17.14.1 waives any right of contribution or recovery or any claim, demand or action it/he 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/him, or any loss or damage or liability suffered or incurred by it/him, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it/he/she entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

17.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it/him whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and

17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it/him under this Agreement) not to make any claim against any member of the Group or any director, officer or employee of the Company or of any other member of the Group on whom it/he may have relied 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.

17.15 **Contracts (Rights of Third Parties) Ordinance:** 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 term 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, and to the extent otherwise set out in this Clause 17.15:

17.15.1 Indemnified Parties may enforce and rely on Clause 12 to the same extent as if they were a party to this Agreement;

17.15.2 An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party; and

17.15.3 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 17.15.

17.16 **Survival**: The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

17.17 **Professional Investors**: Each of the Company and the Controlling Shareholders has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "**you**" or "**your**" shall mean each of the Company and the Controlling Shareholders, and "**we**" or "**us**" or "**our**" shall mean the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters).

17.18 **Further Assurance**: The Warrantors shall from time to time, upon being reasonably required to do so by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners or Joint Lead Managers do or procure the doing of such acts and/or execute or procure the execution of such documents as the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners or the Joint Lead Managers may require to give full effect to this Agreement and securing to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

SCHEDULE 1

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Addressee and Fax Number)	**Hong Kong Public Offering Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)**	**Percentage to be underwritten**
Huatai Financial Holdings (Hong Kong) Limited(華泰金融控股(香港)有限公司) Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong Email: project121@htsc.com Attention: Project 121 Team	See below	See below
CLSA Limited(中信里昂證券有限公司) Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong Fax: +852 2169 0801 Email: project121@clsa.com Attention: Project 121 Deal Team	See below	See below
ABCI Securities Company Limited Address: 10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong	See below	See below
BOCI Asia Limited Address: 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong	See below	See below
TFI Securities and Futures Limited Address: 16/F, Two Pacific Place, 88 Queensway, Admiralty, Hong Kong	See below	See below
UOB Kay Hian (Hong Kong) Limited Address: 6/F Harcourt House, 39 Gloucester Road, Hong Kong	See below	See below

Futu Securities International (Hong Kong) Limited Address: 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong	See below	See below
Tiger Brokers (HK) Global Limited Address: 23/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong	See below	See below
Total:		100%

A = B/C x 3,676,600 Shares

where:

"A" is the Hong Kong Public Offering Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded down to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 3,676,600, and (iii) the number of Hong Kong Offer Shares to be 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 International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter (or its affiliate, as the case may be) has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

"C" is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters (or its affiliate, as the case may be) 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 hereby jointly and severally represents, warrants and undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them as follows:

1 **Accuracy of Information**

1.1 None of the Hong Kong Public Offering Documents, the PHIP, and the Preliminary Offering Circular, or any individual Supplemental Offering Material (as defined below) when considered together with the Hong Kong Public Offering Documents, the PHIP or the Preliminary Offering Circular, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

1.2 No individual Supplemental Offering Material (as defined below) conflicts or will conflict with the Hong Kong Public Offering Documents, the PHIP or the Preliminary Offering Circular (as used herein, "**Supplemental Offering Material**" means any "**written communication**" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (other than the Hong Kong Public Offering Documents, the PHIP, the Preliminary Offering Circular or amendments or supplements thereto), including, without limitation, any roadshow materials relating to the Offer Shares that constitutes such a written communication).

1.3 All statements or expressions of opinion or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the working capital and the sufficiency thereof, future plans, use of proceeds, material accounting policies, indebtedness, planned capital expenditure, prospects, dividends, regulatory compliance, material contracts, litigation and impact of COVID-19) contained in each of the Hong Kong Public Offering Documents, the PHIP, the CSRC Filings or the Preliminary Offering Circular and any Supplemental Offering Material when considered together with the Hong Kong Public Offering Documents, the PHIP or the Preliminary Offering Circular (A) have been made after due, careful and proper consideration; (B) are and will remain fairly and honestly made based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the PHIP, the CSRC Filings, and the Preliminary Offering Circular as of the dates of such documents or otherwise based on reasonable grounds and assumptions, and such grounds and assumptions are and will remain fairly and honestly held by the Company, the Controlling Shareholders and the Directors; and (C) represent and continue to represent reasonable and fair expectations honestly held based on facts known or which could, upon due and careful inquiry, have been known to the Company, the Controlling Shareholders, any other member of the Group, and/or any of their respective directors, supervisors (if any), officers, employees, affiliates or agents; there are no other material facts or matters the omission of which would or may make any such expression, statement, forecast or estimate misleading.

1.4 The Hong Kong Public Offering Documents contain or include (A) all information and particulars required to comply with the Companies (WUMP) Ordinance, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange (unless any such requirement has been waived or exempted by the relevant Authority) and (B) all such information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, financial

position, profits and losses, and management and prospects of the Company and other members of the Group, taken as a whole, and of the rights attaching to the H Shares.

1.5 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice and the OC Announcement) and all filings and submissions provided by or on behalf of the Company, the Controlling Shareholders, any other member of the Group, and/or any of their respective directors, supervisors (if any), officers, employees, Affiliates or agents, to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority have complied and will comply with all applicable Laws, contain no untrue statement of a material fact and do not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

1.6 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings. Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules .

1.7 Without prejudice to any of the other Warranties:

1.7.1 the statements contained in the section of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular headed "Future Plans and Use of Proceeds" are complete, true and accurate in all material respects and not misleading, and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and reasonable enquiry;

1.7.2 the statements contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular relating to the Group's indebtedness as at close of business on October 31, 2025, are complete, true, accurate in all material respects and not misleading and all material developments in relation to the Company's indebtedness have been disclosed;

1.7.3 the statements relating to the Group's liquidity, capital resources and working capital contained in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed "Financial Information" are complete, true and accurate and not misleading and there are no material capital commitments of the Group subsequent to October 31, 2025 and which have not been disclosed in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular;

1.7.4 the interests of the Controlling Shareholders, the Directors and the substantial shareholders (as defined in the Securities and Futures Ordinance) of the Company in the share capital of the Company and in contracts with the Company and any other member of the Group are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular;

1.7.5 the statements contained in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular (A) under the sections headed "Share Capital" and "Appendix V - Summary of the Articles of Association", insofar as they purport to describe the terms of the Offer Shares; (B) under the section headed "Regulatory Overview" and "Appendix V - Summary of the Articles of Association", insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Group; (C) under the section headed "Appendix VI – Statutory and General Information", insofar as they purport to describe the provisions of the Laws and documents referred to therein; and (D) under the section headed "Appendix V - Summary of the Articles of Association", insofar as they purport to describe the material

provisions of the Articles of Association, are a fair summary of the relevant terms, laws, regulations and documents;

1.7.6 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular under the heading "Summary – Dividends" and "Financial Information – Dividends" represent the true and honest belief of the Directors arrived at after due, careful and proper consideration and inquiry;

1.7.7 the statements contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular in the section headed "Risk Factors" are complete, true and accurate in all material respects and not misleading and represent the true and honest belief of the Warrantors and the Directors arrived at after due, proper and careful consideration, and there are no other material risks or other matters associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group or an investment in the H Shares which have not been disclosed;

1.7.8 the Application Proof and the PHIP are in compliance with Practice Note 22 of the Listing Rules and are in compliance with the guidance on redaction and appropriate warning and disclaimer statement for publication as provided in the Chapter 6.4 of the Guide for New Listing Applicants published by the Stock Exchange.

1.8 All statistical, operational or financial data included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular that come from the Company have been derived from the records of the Company and other members of the Group using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate and not misleading and presents fairly the information shown therein; all statistical or market-related data included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular that come from sources other than the Company are based on or derived from sources (whether or not publicly available) which the Company reasonably believes in good faith to be reliable and accurate in all material respects and fairly present such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.

1.9 Each of the CSRC Filings is and remains complete, true and accurate , and does not omit any material information which would make the statements made therein, in light of the circumstances under which they were made, misleading.

1.10 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, the Controlling Shareholders and the other members of the Group and/or any of their respective directors, supervisors (if any), officers, employees, affiliates or agents to the Stock Exchange, the SFC, the CSRC, any other relevant Authority, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company, the Underwriters, the Overall Coordinators or the Capital Market Intermediaries for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, the information, answers and documents used as the basis of information contained in any of the Hong Kong Public Offering Documents, the PHIP, the CSRC Filings and the Preliminary Offering Circular or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Underwriters of their obligations under all applicable Laws (including the CSRC Rules), the discharge by the Sole Sponsor of its obligations as sponsor to the listing of the H Shares of the Company under the Listing Rules and other applicable Laws, information

and documents provided for the discharge by the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Overall Coordinators and/or a Capital Market Intermediary under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any applicable Authority) was so disclosed or made available in good faith and was, when given and, except as subsequently disclosed in each of the Hong Kong Public Offering Documents, the PHIP, the CSRC Filings and the Preliminary Offering Circular or otherwise notified to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority, as applicable, remains complete, true and accurate and not misleading; there is no other material information which has not been provided the result of which would make the information so disclosed or made available misleading.

1.11 The statements relating to the total amount of fees paid or payable to the Sole Sponsor, and the aggregate of the fees and the ratio of fixed and discretionary fees paid or payable to all syndicate members contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading.

2 **The Company and the Group**

2.1 As of the date of this Agreement, the Company has the authorized and issued share capital as set forth in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed "Share Capital", and all of the issued shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable, and are owned by the existing shareholders and in the amounts specified in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, and have been issued in compliance with all applicable Laws, were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are subject to no Encumbrance or adverse claims at the time of issuance.

2.2 The Company has been duly incorporated and is validly existing as a company with limited liability which was converted into a joint stock company with limited liability in good standing under the PRC Laws, 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 as described in each of the Hong Kong Public Offering Documents, the PHIP 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, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association and other constituent or constitutive documents of the Company comply with the requirements of the PRC Laws and are in full force and effect; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance, and the Articles of Association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules).

2.3 The Company is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise).

2.4 (A) "Appendix I – Accountants' Report – Notes to the Historical Financial Information – 1. Basis of Preparation and Presentation of Historical Financial Information" of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular sets forth a list of material Subsidiaries of the Company and the Company's interests in these material Subsidiaries; (B) except as otherwise disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, 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 other corporation, firm, partnership, joint venture, association or other entity (C) the registered capital of each of the Subsidiaries that is a PRC person has been validly issued

and fully paid up with all contributions to such registered capital having been paid within the time periods prescribed under applicable PRC Laws, and all payments of such contributions having been approved by the applicable Authority in the PRC, 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 and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are owned by the Company subject to no Encumbrance or adverse claims; (D) no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests or partnership interests of or in the Company or any other member of the Group are outstanding; (E) each of the Subsidiaries is a legal person with limited liability and the liability of the Company in respect of equity interests held in each relevant Subsidiary is limited to its investment therein; (F) except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, none of the Controlling Shareholders, the Directors or management of the Company own, directly or indirectly, any shares of capital stock of, or equity interest in, or partnership interests in, or any rights, warrants or options to acquire, or instruments or securities convertible into or exchangeable for, any share capital of, or direct interests in, the Company or any other member of the Group and (G) there are no outstanding securities issued by the Company convertible into or exchangeable for rights, warrants or options to acquire from the Company or any other member of the Group or subscribe for, or obligations of the Company or any other member of the Group to issue or grant, share capital of or debentures or direct interests in the Company or any other member of the Group and there is no agreement or commitment outstanding which calls for the allotment, issue or transfer of, or accords to any person the right to call for the allotment or issue of, any shares or debentures in, or other securities of, or partnership interest in, the Company or any other member of the Group.

2.5 Each of the Subsidiaries has been duly incorporated, registered or organized and is validly existing as a legal person with limited liability in good standing under the Laws of the jurisdiction of its incorporation, registration or organization, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular. Each of the Company and other members of the Group is capable of suing and being sued in its own name; each of the Subsidiaries is duly qualified to transact business in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); the articles of association and other constituent or constitutive documents and the business licence (as applicable) of each of the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization, and are in full force and effect. Each of the Company and other members of the Group has full power and authority to declare, make or pay any dividend or other distribution and to repay loans to any of its shareholders, where applicable, without the need for any Approvals and Filings from any Authority.

2.6 The memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of each of the Company and other members of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect.

2.7 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, no person, individually or together with his, her or its Affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in no less than 5% of any class of the Company's capital stock through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.

2.8 Neither the Company nor any other member of the Group is conducting or proposes to conduct any business, or has or proposes to acquire any property or asset, or has incurred or proposed to

incurred any liability or obligation (including, without limitation, contingent liability or obligation), which is material but not directly or indirectly related to the business of the Group as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

3 **Offer Shares**

3.1 The ultimate legal and beneficial owners of the H Shares, prior to the issuance of the Offer Shares by the Company for subscription under the Global Offering, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

3.2 The Offer Shares have been duly and validly authorized and, when allotted, issued and delivered against payment therefor as provided in this Agreement and the International Underwriting Agreement, as applicable, will be duly and validly allotted and issued, fully paid and non-assessable, free of any pre-emptive right, resale right, right of first refusal or similar rights and subject to no Encumbrance or adverse claims, and will have attached to them the rights and benefits specified in the Articles of Associations as described in each of the Hong Kong Public Offering Documents, the PHIP 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, and will be evidenced by share certificates which will be in a form which complies with all applicable Laws and such certificates will constitute good evidence of title in respect of the Offer Shares, and will be freely transferrable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers. The Offer Shares, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to applicable Laws, the Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is party; no holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.

3.3 As of the Listing Date, the Company will have the issued share capital as set forth in the section of each of the Hong Kong Public Offering Documents, the PHIP 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 Public Offering Documents, the PHIP and the Preliminary Offering Circular, and each such description is complete, true, accurate and not misleading.

4 **This Agreement and the Operative Documents**

4.1 Each of this Agreement, the International Underwriting Agreement, the Preliminary Offering Circular, the Final Offering Circular, the Hong Kong Prospectus, the Operative Documents and other documents required to be executed by the Company pursuant to the provisions of this Agreement or the Operative Documents, has been or will be duly authorized, executed and delivered by the Company and, when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

4.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed "Structure of the Global Offering", "Cornerstone Investors" and "Underwriting", respectively, insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement are complete, true and accurate and not misleading.

4.3 As of the date of this Agreement, none of the investment commitments by the cornerstone investors under the Cornerstone Investment Agreements have been, or will be, reduced, withdrawn, terminated, cancelled or otherwise not fulfilled.

5 **No Conflict, Compliance and Approvals**

5.1 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 and its business licence (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, except, in each case of (B) and (C), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Change.

5.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents and other documents required to be executed by the Company and/or the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, the issuance, allotment, and sale of the Offer Shares, the publication of the Hong Kong Prospectus, the Preliminary Offering Circular, the Disclosure Package and the Final Offering Circular, the listing of the H Shares on the Stock Exchange, 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 an Encumbrance on any property or assets of the Company or any other member of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business licence (as applicable) of the Company, the Controlling Shareholders, or any other member of the Group; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any other member of the Group is a party or by which it is bound or any of its properties or assets may be bound or affected; or (C) any Laws applicable to the Company or any other member of the Group or any of its properties or assets, except, in each case of (B) and (C), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Change.

5.3 Approval in principle has been obtained from the Listing Committee for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, and there is no reason to believe that such approval may be revoked, suspended or modified.

5.4 Except for the requisite registration of the Hong Kong Prospectus with the Registrar of the Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange, which shall be obtained on the day prior to the Listing Date, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company, any other member of the Group, the Controlling Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the offer, issuance and sale of the Offer Shares, the execution or delivery by each of the Warrantors of this Agreement, the International Underwriting Agreement or the Operative Documents or any other document required to be executed by the Company and/or the Controlling Shareholders

pursuant to the provisions of this Agreement, International Underwriting Agreement or the Operative Documents, or the performance by each of the Warrantors of its respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.

5.5 Except as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) no person has the right, contractual or otherwise, to cause the Company to issue or sell to it any H Shares or shares of any other capital stock of the Company; (B) no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase any H Shares or any other shares of the Company; (C) no person has 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; and (D) no person has the right, contractual or otherwise, to cause the Company to include any H Shares or any other shares of the Company in the Global Offering.

5.6 (A) The Company and other members of the Group have (i) conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto in all material respects and (ii) have obtained or made and hold, and are in compliance with, all Approvals and Filings that are material to conducting their respective businesses and operations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any other member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its businesses and operations in the manner presently conducted or proposed to be conducted as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; (C) all such Approvals and Filings are valid and in full force and effect, and neither the Company nor any other member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, cancellation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, cancelling, suspending or modifying, any such Approvals and Filings, and, to the best of the Warrantors' knowledge after due and careful enquiry there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Approvals and Filings, or any requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of the Company or any other member of the Group or cause it to incur additional expenditures; and (D) no Authority, in its inspection, examination or audit of the Company or any other member of the Group has reported findings or imposed penalties that have resulted in or could reasonably be expected to result in any Material Adverse Change and, with respect to any such inspection, examination or audit, all deficiencies identified have been properly rectified, all penalties have been paid and all recommendations have been duly adopted, except where such failure to pay or to adopt would not, individually or in the aggregate, result in a Material Adverse Change.

5.7 (A) The statements set forth in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed "Future Plans and Use of Proceeds" are complete, true and accurate and not misleading and represent the true and honest belief of the Warrantors and the Directors arrived at after due, proper and careful consideration and inquiry; (B) all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company and other members of the Group or any of their 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 Public Offering Documents, the PHIP and the Preliminary Offering Circular, have been obtained or made, or will be obtained or made, and any failure to

obtain such Approvals and Filings would not, and could not, individually or in the aggregate, result in a Material Adverse Change; 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 Public Offering Documents, the PHIP and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any other member of the Group pursuant to (i) its articles of association or other constituent or constitutive documents or the business licence (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any other member of the Group is a party or by which it is bound or any of its 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 its properties or assets, except in each case of clauses (C)(ii) and (iii), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Change.

5.8 The Hong Kong Public Offering, the International Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents and all related arrangements, in so far as they are the responsibility of the Company, any other member of the Group, or any of the Warrantors (other than the Company), have been and will be carried out in accordance with all applicable Laws and regulatory requirements in Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia or any other Relevant Jurisdictions.

6 **Accounts and Other Financial Information**

6.1 The Reporting Accountants, whose accountants' report on certain consolidated financial statements of the Group is included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, are independent public accountants with respect to the Group as defined by the International Accounting Standards Board and its rulings and interpretations.

6.2 (A) The audited consolidated financial statements (and the notes thereto) of the Group included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular give a true and fair view of the consolidated financial position of the Company and other members of the Group as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Group for the periods specified, and have been prepared in conformity with 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 historical financial information, summary and selected financial data included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular are either extracted from the audited financial statements of the Group included therein or derived from the accounting records of the Group, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Group included therein; (C) the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and other unaudited pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular are presented in a fair manner as shown therein and have been prepared in accordance with the applicable requirements of the Listing Rules on the bases set out in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular and are presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of such unaudited pro forma adjusted

consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) are reasonable and disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any); and (D) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular that are not included as required; (E) neither the Company nor any other member of the Group has any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; and (F) to the best of the Warrantors' knowledge after due and careful enquiry, there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; (G) neither the Company nor any other member of the Group has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

6.3 All historical financial information contained in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular outside of the Accountant's Report set out in Appendix I to the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular has been either correctly extracted from the audited financial statements included in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular or is derived from the relevant accounting records of the Company and other members of the Group which the Company in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

6.4 The unaudited consolidated financial information of the Group as of October 31, 2025 and for the period from January 1, 2025 to October 31, 2025 (and the notes thereto) attached to the Regulation S and Hong Kong comfort letters delivered, or to be delivered, by the Reporting Accountants and other accounting records of the Group (A) are properly written up and give a true and fair view of, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or other members of the Group during the period from January 1, 2025 to October 31, 2025; (B) have been complied on a basis consistent with the audited consolidated financial statements of the Group included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; (C) reflect normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Group for the period from January 1, 2025 to October 31, 2025; (D) contain no material inaccuracies or discrepancies of any kind; and (E) give a true and fair view of the financial position of the Group as of October 31 , 2025 and the results of operations of the Group for the period from January 1, 2025 to October 31, 2025.

6.5 The unaudited (but reviewed) stub period corresponding financial information of the Group which comprises the consolidated statement of comprehensive loss, the consolidated statement of changes in equity and the consolidated statement of cash flows for the six months ended June 30, 2025 and other explanatory information (the "**Stub Period Corresponding Financial Information**") included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) has been reviewed by the Reporting Accountants, (B) has been prepared in conformity with the IFRS applied on a consistent basis throughout the periods involved, (C) has been compiled on a basis consistent with the audited consolidated financial information of the Company included in each of the Hong Kong Public Offering Document, the PHIP and the Preliminary Offering Circular, (D) presents fairly and reflects in

conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Group or to which the Company or any other member of the Group was a party during the interim periods involved, (E) presents fairly the combined results of operations of the Group for the interim periods involved, (F) contains no material inaccuracies or discrepancies of any kind; and (G) reflect the normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Group for the interim period involved;

6.6 The unaudited consolidated management accounts of the Group as of November 30, 2025 and for the eleven months ended November 30, 2025 and other accounting records of the Group (A) have been properly written up and present fairly, and reflect in conformity in all material aspects with IFRS and the accounting policies of the Group, all the transactions entered into by the Company or any other member of the Group or to which the Company or any other member of the Group was a party during the period involved; (B) contain no material inaccuracies or discrepancies of any kind, and (C) present fairly the consolidated financial position of the Company and the Group as of November 30 , 2025 and the consolidated results of operations, cash flows and changes in equity of the Company and the Group for the eleven months ended November 30 , 2025.

6.7 The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular entitled "Financial Information –- Working Capital Sufficiency", in each case, (A) has been prepared after due, careful and proper consideration, and represents reasonable and fair expectations truly and honestly held, by the Company and the Directors on the basis of facts known to the Company and the Directors after due and careful enquiry, and the bases and assumptions used in the preparation of the statement of adequacy of the working capital (i) are all those that the Company and the Directors believes are significant in forecasting the adequacy of the working capital of the Company for at least the 12-month period immediately following the Hong Kong Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable estimate or forecast (as the case may be) by the Company and the Directors of the events, contingencies and circumstances described therein; and (B) the statement of adequacy of the working capital represents a fair and reasonable forecast of the Directors' view of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Hong Kong Prospectus Date, based on the assumptions stated in such memorandum.

6.8 The statements set forth in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed "Financial Information – Material Accounting Policies and Estimates" are complete, true and accurate in all material respects and not misleading and accurately describe (A) accounting policies which the Company believes are the most material to the portrayal of the Company's and the Group's financial condition and results of operations ("**Critical Accounting Policies**"); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions. The Board, senior management and 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 selection, application and disclosure.

6.9 Each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular accurately and fairly describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that would affect liquidity or capital resources of the Company or any other member of the Group and could reasonably be expected to occur; and (B) all off-balance sheet transactions, arrangements, obligations and liabilities, direct or contingent (if any); the Company and other members of the Group do 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 Company and other members of the Group, such as structured finance entities and special purpose entities, which would, or could

reasonably be expected to, have a material effect on the liquidity of the Group or the availability thereof or the requirements of the Group for capital resources.

6.10 The memorandum of the Board on profit forecast of the Group for the fiscal year ending December 31, 2026 and working capital forecast for the period ending December 31, 2026 (the "**Memorandum**"), which has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering, has been prepared after due and careful inquiry and on the bases and assumptions stated in the Memorandum, the Hong Kong Prospectus and the Preliminary Offering Circular and in accordance with the Company's accounting policies described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, all of which the Directors honestly believe to be fair and reasonable and (A) all statements of fact in the Memorandum are complete, true and accurate and not misleading; (B) all expressions of opinion contained in the Memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported, including, without limitation, that all approvals required for the recognition of reverses in accordance with the Company's accounting policies at the time envisaged by the Memorandum will be received; and (C) the assumptions used in the preparation of the Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Memorandum.

6.11 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents, the PHIP and 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 and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no information was withheld from the Reporting Accountants, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) of the Company included in any of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

7 Indebtedness and Material Obligations

7.1 (A) Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, neither the Company nor any other member of the Group has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities; (B) no material outstanding indebtedness of the Company or any other member of the Group has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the

foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or the relevant member of the Group; (C) no person to whom any material indebtedness of the Company or any other 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) no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of the Company or any other member of the Group, or under any guarantee of any material liability of the Company or any other member of the Group, by reason of default of the Company or any other member of the Group or any other person or under any guarantee given by the Company or any other member of the Group; and (E) neither the Company nor any other member of the Group has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.

7.2 (A) The amounts borrowed by the Company or any other member 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 licence (as applicable) 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 audited accounts; (C) with respect to each of the borrowing facilities of the Company or any other member of the Group, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) to the best of the Warrantors' knowledge after due and careful inquiry, all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company or any other member of the Group from or by any Authority in consequence of which the Company or any other member of the Group is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

8 **Subsequent Events**

8.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, neither the Company nor any other member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Company or the relevant member of the Group and that is not in its ordinary and usual course of business; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company or the relevant member of the Group; (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Company or the relevant member of the Group; (D) cancelled, waived, released or discounted in whole or in part any material debt or claim; (E) purchased or reduced, or agreed to purchase or reduce, its capital stock of any class; (F) made any sale or transfer of any material tangible or intangible asset, or any mortgage or pledge or the creation of any security interest, lien, or Encumbrance on any such asset, or any lease of property that is material to the Company or the relevant member of the Group, including equipment, other than tax liens with respect to taxes not yet due and statutory right of customers (if any) in inventory and other assets; (G) declared, made or paid any dividend or distribution of any kind on its capital stock of any class; (H) incurred any Encumbrance on any asset or any lease of property, plant or equipment that is material to the Company or the relevant member of the Group, other than such Encumbrances created in the ordinary course of business; or (I) entered into an agreement or a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (H) above.

8.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) neither the Company nor any other member of the Group has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake, epidemic, pandemic or outbreak of infectious disease (including, without limitation, COVID-19) or other calamity, whether or not covered by insurance, or from any labour dispute or any action, order or decree of any Authority; (B) each of the Company and other members of the Group has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on; (C) each of the Company and other members of the Group has continued to pay its creditors in the ordinary course of business and on arms' length terms and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; and (D) there has been no material adverse changes in the relations of the Group's business with its customers, suppliers, or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of the said business or of the Group as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Group as a whole.

8.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, there has not been (A) any Material Adverse Change; (B) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the other members of the Group, taken as a whole and is not in their ordinary and usual course of business; (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any member of the Group which is material to the Company and the other members of the Group, taken as a whole; (D) any change in the share capital or other equity interests of any class or material outstanding indebtedness of or in any member of the Group; or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any member of the Group.

8.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, there has been and will be no material change in the issued share capital, cash and cash equivalents, net current assets, total current assets and total current liabilities of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, or (iii) 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 the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; and there has been and will be no decreases in revenue, net finance income or profit before income tax compared to the corresponding periods in the preceding financial year.

8.5 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, there has been and will be no material change in the issued share capital or increase in non-current borrowings of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, or (iii) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

8.6 (A) None of the Group's suppliers and customers has owned any interest in the Company or any other member of the Group; (B) none of the shareholders or directors of the Company and any other member of the Group or any of their respective associates, either alone or in conjunction with or on behalf of any other person, directly or indirectly interested in more than 5% of the Group's five largest suppliers and customers; (C) none of the Group's suppliers and customers are connected persons of the Group; (D) the Group have not had any litigation, claims or material disagreements with the Group's suppliers and customers which would, or could

reasonably be expected to, cause material interference with its business and operations; (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Group, none of the Company or any other member of the Group has provided any form of financial assistance to the Group's suppliers and customers; and (F) save as to the credit periods granted under the relevant agreements during the ordinary course of business of the Group, none of the Group's suppliers and customers has provided any form of financial assistance to the Company or any other member of the Group.

8.7 Subsequent to the respective dates as of which information is given in Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, there has not been any Material Adverse Change to the Group taken as a whole.

9 **Assets**

9.1 (A) Each of the Company and the other members of the Group has valid title to all real property that it purports to own, in each case free and clear of all Encumbrances and defects; (B) each of the Company and the other members of the Group has valid title to all personal assets it purports to own, in each case free and clear of all Encumbrances and defects; (C) each material lease to which the Company or any other member of the Group is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto; (D) no default (or event which with notice or lapse of time, or both, 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 of such leases; (E) neither the Company nor any other member of the Group is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by any person which may be materially adverse to the rights or interests of the Company and/or the other members of the Group under such lease or may materially and adversely affect the rights of the Company and/or the other members of the Group to the continued possession or use of such leased property or other asset; (F) the right of the Company and/or the other members of the Group to possess or use such leased property or other asset is not subject to any unusual or onerous terms or conditions; (G) each of the Company and the other members of the Group has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects; (H) the use of all properties owned or leased by the Company and/or the other members of the Group is in accordance with its permitted use under all applicable Laws and the use of any premises occupied by the Company and/or the other members of the Group is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation; and (I) neither the Company nor any other member of the Group owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, and no other real properties are necessary in order for the Company or the other members of the Group to carry on the businesses of the Company or the other members of the Group in the manner described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, other than Encumbrances or defects which do not, and would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change.

9.2 The Company and other members of the Group have valid title to all inventory used in its business free from any liens, mortgages, charges, encumbrances or other third party rights (other than any lien or other encumbrance arising by operation of law in the ordinary or usual course of business and without fault on the part of the licensor or encumbrancer) and the inventory is of normal merchantable quality and capable of being sold by the Company and the relevant member of the Group in the ordinary course of business to a purchaser.

9.3 (A) The Company and other members of the Group own all rights, title and interest in and to, free of Encumbrances, or have obtained (or can obtain on reasonable terms) valid and enforceable licences for, or other rights to use, all patents, patent applications, inventions,

copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the "**Intellectual Property**") described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular as being owned or licensed or used by them and such rights and licenses held by each of the Company and other members of the Group in any Intellectual Property comprises all the rights and licenses that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted, and all documents and instruments necessary to establish and maintain the rights of the Company and other members of the Group in the Intellectual Property have been validly executed, delivered and filed in a timely manner with the appropriate Authority; (B) each agreement or arrangement pursuant to which the Company or any other member of the Group has obtained licences for, or other rights to use, the Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, and the Company and other members of the Group have complied with the terms of each such agreement or arrangement 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 or arrangement and no notice has been given by or to any party to terminate such agreement or arrangement; (C) there is no claim to the contrary or any challenge by any other person to the rights of the Company or any other member of the Group with respect to the Intellectual Property; (D) neither the Company nor any other member of the Group has infringed or is infringing the Intellectual Property of a third party, or has received notice of a claim by a third party to the contrary; (E) there are no third parties who have or, will be able to establish rights to any Intellectual Property, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property as disclosed in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; (F) there is no infringement by third parties of any Intellectual Property; (G) there is no pending or 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) there is no pending, or to the best of the Warrantors' knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property owned, applied or used by, or licensed to, the Company or any other member of the Group and there are, to the best of the Warrantors' knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim, except, in each of the clause (A) to (H) above, as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change.

9.4 (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 and other members of the Group as currently conducted or as proposed to be conducted; (B) the Company and other members of the Group either legally and beneficially own, or have obtained licences for, or other rights to use, all of the Information Technology, and such licenses or rights are in full force and effect and have not been revoked or terminated and there are no known grounds on which they might be revoked or terminated; (C) each agreement pursuant to which the Company or any other member of the Group has obtained licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Company and other members of the Group, as the case may be, 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 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 revoke or terminate such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and other members of the Group are maintained and operated by the Company and the relevant member of the Group and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the relevant member of the Group; (E) in the event that the persons providing maintenance or support services for the Company and other members 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 material defects relating to the Information Technology; (G) each of the Company and other members of the Group has in place in all material respects procedures to prevent unauthorized 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; and (H) each of the Company and other members of the Group has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Group.

9.5 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data used in connection with their businesses), and there have been no material breaches, violations, outages or unauthorized uses of or accesses to same, nor any material incidents under internal review or investigations relating to the same.

9.6 The Company and any other member of the Group have (A) complied with all intellectual property protection requirements set forth in the agreements with the Group's customers, suppliers or licensors in all material respects; and (B) adopted and implemented effective intellectual property protection measures and procedures, satisfactory to the Group's customers, suppliers and licensors in all material respects.

10 **Compliance with Employment and Labor Laws**

10.1 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, neither the Company nor any other member of the Group has any obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person. Where the Company or any other member of the Group participates in, or has participated in, or is liable to contribute to any such schemes, the Group does not have any outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws except that where there are such outstanding payment obligations or unsatisfied liabilities (the details of which have been fully disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular), the Group has set aside sufficient funds to satisfy the same. 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 legitimate business expenses. No directors or 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; there are no proposals to terminate the employment or consultancy of any directors, key employees or consultants of the Company or any other member of the Group or to vary or amend their key terms of employment or consultancy (whether to their detriment or benefit). Neither the Company nor any other member of the Group has any outstanding 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. No 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, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any 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.

10.2 All contracts of service in relation to the employment of the employees, directors and consultants of the Company and the other members of the Group are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the relevant member of the Group and all subsisting contracts of service to which the relevant 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, threatened or capable of arising against the relevant member of the Group, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance; the Company and the other members of the Group have, in relation to their respective directors, employees or consultants (and so far as relevant to each of its respective former directors, employees or consultants), complied in all respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of employment or consultancy.

10.3 Except for matters which would not, individually or in the aggregate, result in a Material Adverse Change, (A) there is (i) no dispute with the Directors and no strike, labour dispute, slowdown or stoppage or other conflict with the employees of the Company or any other member of the Group pending or, threatened against the Company or any other member of the Group, (ii) no union representation dispute currently existing concerning the employees of the Company or any other member of the Group, and (iii) no existing, imminent or, threatened labour disturbance by the employees of any of the principal suppliers, contractors or customers of the Company or any other member of the Group; and (B) there have been and are no violations of any labour and employment Laws of Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia or any other Relevant Jurisdictions by the Company or any other member of the Group, or, to the best of the Warrantors' knowledge after due and careful inquiry, by any of the principal suppliers, contractors or customers of the Company or any other member of the Group.

11 **Compliance with Environmental Laws**

11.1 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, the Company and other members of the Group and their respective assets and operations are in compliance with, and the Company and the other members of the Group have obtained or made and hold, and are in compliance with, all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below) in all material respects; there are no past, present or, to the best of the Warrantors' knowledge after due inquiry, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to the Company or any other member of the Group under, or to interfere with or prevent its compliance with, Environmental Laws. Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, neither the Company nor any other member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Laws or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, "**Environmental**

Laws" means Laws relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Laws).

11.2 In the ordinary course of its business, the Group conducts periodic reviews of the effect of Environmental Laws on their respective businesses, operations, properties and assets, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for cleanup, closure of properties or compliance with Environmental Laws or any Approvals and Filings required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Group has concluded that such associated costs and liabilities, individually or in the aggregate, would not, and could not reasonably be expected to, result in a Material Adverse Change.

12 **Cybersecurity and Data Protection**

12.1 The Company and the other members of the Group's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform as required in connection with the operation of the business of the Company and other members of the Group as currently conducted. The Company and other members of the Group have 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, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws (collectively, "**Personal Data**")) used in connection with their businesses, and there have been no material breaches, violations, outage, leakages or unauthorized uses of or accesses to the same.

12.2 (A) The Company and other members of the Group have complied in all material respects with all applicable data protection Laws concerning cybersecurity data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**"); (B) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant data protection Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the Relevant Jurisdictions; (C) neither the Company nor any other member of the Group has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data; (D) no warrant has been issued authorizing the data protection Authority (or any of its officers, employees or agents) to enter any of the premises of the Company nor any other member of the Group for the purposes of, *inter alia*, searching them or seizing any documents or other material found there.

12.3 (i) Neither the Company nor any other member of the Group is, or is expected to be classified as, a "critical information infrastructure operator" in PRC under the Cybersecurity Law of the PRC; (ii) neither the Company nor any other member of the Group is subject to an investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the "**CAC**"), the CSRC or any other relevant Authority; (iii) 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); and (iv) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgements, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (v) neither the Company nor any other member of the Group has received any objection to this Global Offering from the CSRC, the CAC or any other relevant Authority.

13 **Insurance**

13.1 The Company and the other members of the Group maintain insurance adequately covering their respective businesses, operations, properties, assets and personnel with insurers of recognized financial responsibility as the Company reasonably deemed adequate. Such insurance is fully in force on the date hereof and will be fully in force at all other times when the Warranties are repeated pursuant to this Agreement, and insures against such losses and risks to an extent which is prudent in accordance with customary industry practice to protect the Company and the other members of the Group and their respective businesses. The Group is in compliance with the terms of all such insurance and there are no claims by the Company or any other member of the Group under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause. Neither the Company nor any other member of the Group has any reason to believe that it will not be able to renew any such insurance as and when such insurance expires. Neither the Company nor any other member of the Group has been refused any insurance coverage sought or applied for and (i) there are no circumstances likely to give rise to such refusal, and (ii) none of the Group's policies of insurance are subject to any special or unusual terms or restrictions or to the payment of any premium which has been significantly increased as a result of claims history. 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 Company and other members of the Group.

14 **Internal Controls**

14.1 Each of the Company and other members of the Group has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of financial statements in compliance with IFRS and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) each of the Company and other members of the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRS; and (F) the Directors are able to make a proper assessment of the financial position, results of operations and prospects of the Company and other members of the Group, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons. The Company's current management information and accounting and financial reporting control system has been in operation for at least one year during which neither the Company nor any other member of the Group has experienced any difficulties with regard to clauses (A) through (F) above. The Company's internal control over financial reporting is effective, and there are no material weaknesses in the Company's internal control over accounting and financial reporting and no changes in the Company's internal control over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be

expected to materially and adversely affect, the Company's internal control over accounting and financial reporting.

14.2 The Group has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) information relating to the Company or any other member of the Group is made known in a timely manner to the Company and its Board and management; and (B) the Company and its 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, Companies (WUMP) Ordinance and any other applicable Laws, including, without limitation, the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Laws, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Laws).

14.3 None of the deficiencies and issues identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of the Company or any other member of the Group to comply with any applicable Laws. Any material issues or deficiencies identified and as disclosed in such internal control report have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board 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.

14.4 The statutory books, books of account and other records of whatsoever kind of the Company and each of the other members of the Group are in the proper possession, up-to-date in all material respects and contain complete and accurate records as required by applicable Laws in such books and no notice or allegation on the accuracy and rectification has been received; all accounts, documents and returns required by applicable Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other Authority in any jurisdiction have been duly and correctly delivered or made.

15 **Compliance with Bribery, Money Laundering and Sanctions Laws**

15.1 Neither the Company, the Controlling Shareholders, and any other member of the Group, nor any of their respective directors, officers, employees, or agents, "affiliates" (within the meaning of Rule 501(b) under the Securities Act) or representatives, in each case acting for or on behalf of the Company or any other member of the Group, is aware of, or has taken any action, directly or indirectly, that would result in a violation by such persons of, or has engaged in any activity or conduct that would violate any Anti-Corruption Laws (as used here, "**Anti-Corruption Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, 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, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any legislation implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and any

other applicable laws, rules or regulations regarding anti-bribery or illegal payments or gratuities), including, without limitation, directly or indirectly paying, offering, giving, promising to pay, or authorizing the payment of any money or anything of value (including any gift, sample, rebate, travel, meal and lodging expense, entertainment, service, equipment, debt forgiveness, donation, grant or other thing of value, however characterized, or other corrupt or unlawful payment) to any Government Official (as used herein, "**Government Official**" means any employee, official, representative, or other person acting on behalf of any Authority or department, agency or instrumentality thereof, or of any public international organization, or any political party or official thereof, or candidate for political office, or a relative of any such individual) or any other person at the suggestion, request, direction or for the benefit of any Government Official or other person for the purpose of improperly (a) influencing any act or decision of such Government Official in his official capacity, (b) inducing such Government Official to do or omit to do any act in relation to his lawful duty, (c) securing any improper advantage from any person, Government Official, or Authority, (d) inducing such Government Official to influence or affect any act or decision of any Authority. No investigation, action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator relating to any actual or alleged violation by the Company, the Controlling Shareholders or any other member of the Group of the Anti-Corruption Laws is pending or threatened.

15.2 Neither the Company, nor any other member of the Group, nor any of their respective "affiliates" (within the meaning of Rule 501(b) under the Securities Act), nor representatives, in each case acting for or on behalf of the Company or any other member of the Group, has received any notice or communication from any person that alleges, or been involved in any internal investigation involving any allegations relating to, potential violation of any Anti-Corruption Laws or other applicable Laws, or have received a request for information from any Authority regarding Anti-Corruption Laws.

15.3 The Company, the Controlling Shareholders, the other members of the Group and their respective "affiliates" (within the meaning of Rule 501(b) under the Securities Act) have instituted and maintained, and the Company and the other members of the Group will continue to maintain, policies, procedures, and internal controls designed to promote and achieve compliance with the Anti-Corruption Laws.

15.4 Neither the Company, the Controlling Shareholders, and any other member of the Group, nor any of their respective directors or officers, employees, or agents, "affiliates" (within the meaning of Rule 501(b) under the Securities Act) or representatives, in each case acting for or on behalf of the Company or any other member of the Group, has engaged or will engage in any activity or conduct that would violate any Anti-Money Laundering Laws (as defined below). The operations of the Group are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, 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), Executive Order No. 13224 of September 23, 2001 entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism," and the applicable anti-money laundering statutes of jurisdictions where the Group and the Controlling Shareholders conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), the Group has instituted and maintains policies and procedures designed to ensure continued compliance with Anti- Money Laundering Laws and no investigation, action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator relating to any actual or alleged violation by the Company, the Controlling Shareholders or any other member of the Group of the Anti-Money Laundering Laws is pending or, threatened.

15.5 None of the Company or any other member of the Group is engaged in, or has engaged in or will engage in, any dealings or transactions with any Sanctions Target (as defined below) or in or with any Sanctioned Country (as defined below).

15.6 None of the Company, the Controlling Shareholders or the other members of the Group, nor any of their respective directors, officers, employees, agents, "affiliates" (within the meaning of Rule 501(b) under the Securities Act) or any representatives, in each case acting for or on behalf of the Company or any other member of the Group, (a) is a person or entity that is, or is owned or controlled by a person that is (i) the target of any Sanctions (as defined below) (including as a result of being named on any Sanctions-related list), administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**") (including, without limitation, the designation as a "specially designated national or blocked person" thereunder) the U.S. Department of State or the U.S. Department of Commerce's Bureau of Industry and Security (including, without limitation the "Entity List", "Military End User List", "Denied Person List", "Unverified List" in relation to the Sanctions under U.S. Export Administration Regulations), the United Nations Security Council, the Swiss State Secretariat for Economic Affairs, the Hong Kong Monetary Authority, the European Union, HM's Treasury, the Australian Department of Foreign Affairs and Trade or other relevant Sanctions authority including without limitation the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, the Iranian Transactions and Sanctions Regulations, the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, Section 1245 of the National Defense Authorization Act for Fiscal Year 2012, the Iran Sanctions Act, any other US sanctions regulations, Executive Orders or statutes, the Charter of the United Nations Act 1945 (Cth) and the Autonomous Sanctions Act 2011 (Cth) and associated regulations, all as amended, or any of the OFAC regulations (including, without limitation, 31 CFR, Subtitle B, Chapter V, as amended) , any enabling legislation or executive order relating thereto (collectively, "**Sanctions**"), or (ii) operating, located, organized or resident in a country or territory that is itself the subject of comprehensive territory-wide Sanctions (currently including the so-called Donetsk People's Republic ("**DNR**"), the so-called Luhansk People's Republic ("**LNR**"), Crimea, Zaporizhzhia and Kherson regions of Ukraine, Cuba, Iran and North Korea) (collectively, "Sanctioned Countries" and each a "**Sanctioned Country**") (any person or entity described in clause (i) or (ii), a "**Sanctions Target**"); or (b) has violated or is in violation of any Sanctions.

15.7 None of the Company, the Controlling Shareholders or the other members of the Group will, directly or knowingly indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds, to any other member of the Group or other person or entity, for the purpose of financing or facilitating any activities or business of or with any Sanctions Target, or of, with or in any Sanctioned Country, or in any other manner that will result in a violation by any person (including, without limitation, by the Underwriters) of any of the Sanctions or Anti-Corruption Laws.

15.8 The Group has implemented all such reasonable measures necessary or fit for its business to comply with all applicable Sanctions and related obligations under this Agreement. No portion of the funds used for fulfilling the Warrantors' obligations under this Agreement will be sourced or derived, in whole or in part, from activities (A) in violation of any Sanction, or (B) between a Warrantor and a Sanctions Target or Sanctioned Country, or any activities that will result in a violation by any person (including, without limitation, by the Underwriters) of any of the Sanctions.

15.9 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 hereby, or the provision of services contemplated by this Agreement to the Company will result in a violation (including, without limitation, by the Underwriters) of any of the Sanctions.

16 **Experts**

16.1 Each of the experts named in the section headed "Appendix VI – Statutory and General Information – D. Other Information – 7. Qualifications and consents of Experts" of the Hong Kong Public Offering Documents, the PHIP 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 from any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular and has not withdrawn its consent.

16.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and any counsel for the Company, respectively, are and will remain complete, true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any counsel for the Company or the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Underwriters, as applicable, for the purposes of their respective preparation of any report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading.

17 **Provision of Information**

17.1 The Company (including, without limitation, its Affiliates, agents and representatives and any other person acting on behalf of any of them) (A) has not, without the prior written consent of the Sole Sponsor, the Overall Coordinators and the Joint Global Coordinators, made, used, prepared, authorized, approved or referred to any Supplemental Offering Material and (B) will not, without the prior written consent of the Sole Sponsor, the Overall Coordinators and the Joint Global Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material.

17.2 None of the Company, the Controlling Shareholders or any other member of the Group, or any of their respective directors, supervisors (if any), officers, employees, affiliates or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any other member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

17.3 With respect to any research reports issued by an Underwriter, none of the Company, any member of the Group and/or the Controlling Shareholders, any of their respective directors, officers, employees, affiliates and/or agents has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst with 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 Public Offering Documents, PHIP and the Preliminary Offering Circular or publicly available.

18 **Material Contracts and Connected Transactions**

18.1 All contracts or agreements entered into within two years of the Hong Kong Prospectus Date (other than contracts entered into in the ordinary course of business) to which the Company or any other member of the Group is a party and which are required to be disclosed as material

contracts in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC. No material contracts which have not been so disclosed and filed will, without the written consent of the Sole Sponsor, and the Overall Coordinators, be entered into, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date. Neither the Company or any other member of the Group, nor any other party to any material contract, has sent or received any communication regarding termination of, or intent not to renew, any such material contract, and no such termination or non-renewal has been threatened by the Company or any other member of the Group or, any other party to any such material contract.

18.2 Each of the contracts listed as being material contracts in the section of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed "Appendix VI – Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contracts" has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms or, for those which were completed or expired before the date hereof, was legal, valid, binding and enforceable in accordance with its terms during its terms.

18.3 Neither the Company nor any other member of the Group has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any other member of the Group (as relevant) on six months' notice or less).

18.4 The Company does not have any reason to believe that any significant supplier or customer of the Company or of any other member of the Group is considering ceasing to deal with the relevant member of the Group or reducing the extent or value of its dealings with the relevant member of the Group.

18.5 Neither the Company nor any other member of the Group is a party to any agreement or arrangement which materially prevents or restricts it in any way from carrying on business in any jurisdiction.

18.6 Neither the Company nor any other member 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.

18.7 None of the Company or the other members of the Group is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company, any other member of the Group and the Controlling Shareholders 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), unless such filing, registration or notification has been made or has been approved or deemed approved by the relevant authority pursuant to the applicable Laws.

18.8 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, the Group has not been involved in any (i) business or transactions that would constitute a continuing connected transaction (as defined in the Listing Rules) of the Company or (ii) business or transactions that would constitute a continuing connected transaction after the listing of the H Shares on the Stock Exchange.

18.9 In respect of the connected transactions (as defined in the Listing Rules and in accordance with the guidance from the Stock Exchange) of the Group (the "Connected Transactions") disclosed

in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) the statements set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular relating to such transactions are complete, true and accurate in all material respects, and there are no other facts or matters the omission of which would make any such statements, in light of the circumstances under which they were made, misleading, and there are no other Connected Transactions which are required by Chapter 14A of the Listing Rules to be disclosed in the Hong Kong Prospectus but have not been disclosed as such; (B) the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made due and proper inquiries and investigations of such Connected Transactions; (C) the Company has complied with and will continue to comply with the terms of such Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular so long as the agreement or arrangement relating thereto is in effect; (D) each of such Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and is in full force and effect; and (E) each of such Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular has been and will be carried out by the Group in compliance with all applicable Laws.

18.10 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts or service agreements with current directors or officers of the Company or of any other member of the Group) is or will be outstanding between the relevant member of the Group, on the one hand, and any substantial shareholder or any current or former director, supervisor (if any) or any officer of the relevant member of the Group, or the Controlling Shareholders, or any associate of any of the foregoing persons, on the other hand.

18.11 (A) Neither the Controlling Shareholders nor any of the directors, supervisors (if any) or officers of the Company and other members of the Group, or any of their respective associates, 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 the Group; (B) Neither the Controlling Shareholders nor any of the directors, supervisor (if any) or officers of the Company and other members of the Group, or any of their respective associates, is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the Hong Kong Prospectus Date been acquired or disposed of by or leased to either the Company or any other member of the Group; and (C) Neither the Controlling Shareholders nor any of the directors, supervisors (if any) or officers of the Company and other members of the Group, or any of their respective associates, is or will be interested in any agreement or arrangement with the Company or any other member of the Group which is subsisting and which is material in relation to the business of the relevant member of the Group.

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

19 **Historical Changes**

19.1 The descriptions of the events, transactions and documents (the "**Historical Changes Documents**") relating to the transfers and changes in the share capital of the Company and other members of the Group (the "**Historical Changes**") and the corporate structure charts as set forth

in the sections of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed, respectively, "History and Corporate Structure" and "Appendix VI – Statutory and General Information" are complete, true and accurate in all material respects and not misleading.

19.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

19.3 The Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any other member of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business licence (as applicable) of the Company or any other member of the Group, (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any other member of the Group is a party or by which any of 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 (C) any Laws applicable to any of the Company or any other member of the Group or any of their respective properties or assets.

19.4 Neither the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents (A) resulted in the creation or imposition of any pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any assets of the Company or any other member of the Group, or (B) has rendered the Company or any other member of the Group liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountants' Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

19.5 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over the Company or any other member of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; and neither the Company nor any other member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.

19.6 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, that have been entered into by the Company or any other member of the Group in connection with the Historical Changes which have not been previously provided, or made available, to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the legal and other professional advisers to the Underwriters

and which have not been disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

20 **Taxation**

20.1 All returns, reports or filings required to be filed by or in respect of the Company or any other member of the Group for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and are not the subject of any dispute with any Taxation or other Authority and there are no circumstances giving rise to any such dispute; all Taxes due or claimed to be due from the Company and each of the other members of the Group have been duly and timely paid. Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, there is no deficiency for Taxes that has been asserted against the Company or any other member of the Group. The provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular included appropriate provisions required under IFRS for all Taxes in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any other member of the Group was then or could reasonably be expected thereafter to become or has become liable. The statements set forth in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed "Financial Information" in relation to Taxation are complete, true and accurate in all material respects and not misleading.

20.2 Each of the waivers and other relief, concession and preferential treatment relating to Taxes granted by any Authority to the Company or any other member of the Group is valid and in full force and effect, and does not and will not conflict with, or result in a breach or violation of, or constitute a default under applicable Laws. None of the Company or any other member of the Group has received notice of any deficiency in their respective applications for such preferential treatment, and the Company is not aware of any reason why any of the Company or any other member of the Group may not qualify for, or be in compliance with the requirements for, their preferential treatment.

20.3 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company or any other member of the Group or any other Person in any of the Relevant Jurisdictions or to any Taxation or other Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement, the Operative Documents and the International Underwriting Agreement; (B) the creation, allotment and issuance of the Offer Shares; (C) the offer, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus; (D) the offer, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; (E) the deposit of the Offer Shares with the HKSCC; (F) the sale, transfer or other disposition or delivery of any H Shares, including any realized or unrealized capital gains arising in connection with such sale, transfer or other disposition; or (G) the transactions contemplated under the Historical Changes completed prior to the date hereof.

20.4 Neither the Company nor any other member of the Group has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Authority and, to the best of the Warrantors' knowledge after due and careful inquiry,, no Taxation Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.

20.5 None of the holders of Offer Shares outside of the PRC and Hong Kong will be deemed resident, domiciled, carrying on business or subject to taxation in the PRC and Hong Kong solely by reason of the execution, delivery, consummation or enforcement of this Agreement and any other document to be furnished hereunder, nor shall the foregoing be applicable to the Underwriters solely by reason of the execution, delivery, consummation of any transaction contemplated in, or the enforcement of, this Agreement and any other document to be furnished hereunder.

20.6 Under existing Laws, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable in Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia or to any taxing or other Governmental 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.

20.7 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, under existing Hong Kong Law and the PRC Laws, holders of the Offer Shares are not subject to withholding tax, income tax or any other taxes or duties imposed by any court or Authority of Hong Kong or the PRC in respect of (i) any payments, dividends or other distributions made on the Offer Shares or (ii) gains made on sales of the Offer Shares between non-residents of Hong Kong consummated outside Hong Kong.

21 **Dividends**

21.1 Except as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed "Financial Information – Dividends", all dividends and other distributions declared and payable on the H Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of any of the Relevant Jurisdictions or any taxing or other Authority thereof or therein.

21.2 Neither the Company nor any other member of the Group is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the capital stock or other equity interests or partnership interests of or in the relevant member of the Group, from repaying to the Company any loans or advances to the relevant member of the Group from the Company or from transferring any of the properties or assets of the relevant member of the Group to the Company.

21.3 Provided that the procedures for payment of the dividends and other distributions comply with applicable Laws, all dividends and other distributions declared and payable on the Company's direct or indirect equity interests in its Subsidiaries or associated companies may under applicable Laws and regulations be paid to the Company (in one or a series of dividend or other distribution transactions) and may be converted into foreign currency that may be freely transferred out of the jurisdictions of incorporation of the relevant Subsidiaries or associated companies. Except as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed "Financial Information – Dividends", all such dividends and other distributions may be so paid without the necessity of obtaining any governmental authorization in such jurisdictions.

22 **Litigation and Other Proceedings**

22.1 There are no actions, suits, proceedings, disputes, investigations or inquiries in any jurisdiction or under any Laws or by or before any Authority pending or, to the best of the Warrantors'

knowledge after due and careful inquiry, threatened or contemplated to which the Company, any other member of the Group or the Controlling Shareholders, or any of their respective directors, supervisors (if any), officers, employees or Affiliates 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, or before or by any Authority, whether or not arising from transactions in the ordinary course of business; and none of the CSRC, the National Development and Reform Commission (the "**NDRC**"), the State Administration for Industry and Commerce of the PRC (the "**SAIC**") and any other Authority having jurisdiction over the Company or any other member of the Group, or any of their respective property or assets has, in its review and examination of the Company or any other member of the Group, raised or identified any material issues regarding the general affairs, management, business, prospects, products, assets, rights, results of operations or position, financial or otherwise, or legal and regulatory compliance of the Company or any other member of the Group. There are (A) no Laws that have been enacted, adopted, issued or proposed by any Authority; and (B) no judgments, decrees or orders of any Authority, which, in any such case described in clause (A) or (B) above, would, or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Change or materially and adversely affect the power or ability of the Company or the Controlling Shareholders to perform its obligations under this Agreement, the International Underwriting Agreement, or the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement or the Operative Documents or otherwise adversely affect the Global Offering, or are required to be described in any of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular but are not so described.

22.2 None of the Company, the Controlling Shareholders or the other members of the Group, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent the Company or any other member of the Group; (B) withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over the Company or any other member of the Group or any of their properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the Company or any other member of the Group; or (C) bring an adverse effect on the Global Offering. In addition, none of the Controlling Shareholders has taken any action nor have any steps been taken or legal proceedings been started or threatened against him for his bankruptcy (including, without limitation, by way of voluntary arrangement or scheme of arrangement) or for the appointment of a guardian, trustee, nominee or similar officer of him/her or of any or all of his assets or revenue. No Warrantor has stopped or suspended payments of its debts, become unable to pay its debts when such debts fall due or otherwise become insolvent or bankrupt.

22.3 Neither the Company nor any other member of the Group which is a party to a joint venture or shareholders' agreement is in any dispute with any other party to such joint venture or a shareholders' agreement and there are no circumstances which may give rise to any dispute or otherwise affect the Company's or the relevant member of the Group's relationship with such other parties.

23 **Market Conduct**

23.1 None of the Company, the Controlling Shareholders, the other members of the Group and their respective directors, supervisors (if any), officers, or, to the best of the Warrantors' knowledge after due and careful inquiry, employees, affiliates or agents, nor any person acting on behalf of any of them, either alone or with one or more other person, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H 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 H Shares; or

(C) which constitutes non-compliance with the rules, regulations and requirements of the Stock Exchange, the SFC or any other Authority including those in relation to bookbuilding and placing activities.

23.2 None of the Company, the other members of the Group and their respective directors, supervisors (if any), officers, or, employees, affiliates or agents, 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 stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise; (B) has taken, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or (C) has taken or has omitted to take, directly or indirectly, any action which may result in the loss by any of the Underwriters, or the Overall Coordinators, or the Joint Global Coordinators, or any person acting for them as the stabilization manager, of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise, provided that the granting of the Over-allotment Option or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with this Agreement, the International Underwriting Agreement, the Listing Rules, the SFO or any other applicable Laws in Hong Kong shall not constitute a breach of this paragraph.

23.3 Neither the Company, any members of the Group, any of 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, the PHIP and the Preliminary Offering Circular. No member of the Group nor any director, officer, or, to the best of the Warrantors' knowledge after due and careful inquiry, 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, the PHIP and the Preliminary Offering Circular.

24 **Immunity**

24.1 Under the Laws of Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other applicable jurisdictions, neither the Company nor any other member of the Group, nor any of the properties, assets or revenues of the Company or the other members of the Group is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award. The irrevocable waiver and agreement of the Company in Clause 16 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Company under the Laws of Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other jurisdictions applicable to the Company, any other member of the Group, or the Global Offering.

25 **Choice of Law and Dispute Resolution**

25.1 The choice of law provisions set forth in this Agreement will be recognized and given effect to by the courts of Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other applicable jurisdictions; the Company can sue and be sued in its own name under the Laws of Hong Kong and the PRC. The agreement of the Company to resolve any dispute by arbitration at the Hong Kong International Arbitration Centre, the agreement to treat any decision and award of the Hong Kong International Arbitration Centre as final and binding on the parties to this Agreement, the waiver by the Company of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum 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 Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other applicable jurisdictions and will be respected by the courts of Hong Kong and the PRC. Service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other applicable jurisdictions are concerned, to confer valid personal jurisdiction over the Company; any judgment obtained in a Hong Kong court arising out of or in relation to the obligations of the Company under this Agreement will be recognized and enforced in the courts of Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other applicable jurisdictions.

26 It is not necessary under the Laws of Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia or any other Relevant Jurisdictions that any of the Overall Coordinators, the Joint Global Coordinators or the Underwriters (other than those incorporated or organized under the Laws of Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other applicable jurisdictions) should be licensed, qualified or entitled to carry out business in Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other applicable jurisdictions (A) to enable them to enforce their respective rights under this Agreement or the International Underwriting Agreement or any other document to be furnished hereunder or thereunder, or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

27 **Professional Investor**

28 The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "you" or "your" shall mean the Warrantors, and "we" or "us" or "our" shall mean the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Underwriters.

29 **No Other Arrangements Relating to Sale of Offer Shares**

29.1 Except pursuant to this Agreement and the International Underwriting Agreement, neither the Company nor any other member of the Group has incurred any liability for any finder's or broker's fee or agent's commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

29.2 Neither the Company and any other member of the Group nor the Controlling Shareholders, and their respective affiliates, has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Offer Shares other than this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements.

30 **United States Aspects**

30.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

30.2 None of the Company and its "affiliate" (within the meaning of Rule 501(b) under the Securities Act) nor any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates, as to whom the Company make no representation, warranty or undertaking) (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, and the applicable offering restriction requirements of Regulation S has been complied with.

30.3 Within the preceding six months, neither the Company or any other member of the Group, nor any of their Affiliates, nor any person acting on its or their behalf has offered, sold, issued or distributed to any person any H Shares or any securities of the same or a similar class as the H Shares other than the Offer Shares offered or sold pursuant to the Global Offering hereunder; the Company will take all necessary precautions to ensure that any offer or sale, direct or indirect, in the United States or otherwise of any H Shares or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Offer Shares has been completed (as notified to the Company by the Overall Coordinators), is made under restrictions and other circumstances so as not to affect the status of the offer or sale of the Offer Shares in the United States or otherwise contemplated by this Agreement as transactions exempt from the registration provisions of the Securities Act.

30.4 The Company is a "foreign issuer" within the meaning of Regulation S under the Securities Act.

30.5 There is no "substantial U.S. market interest" within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.

31 **Directors, Officers and Shareholders**

31.1 Any certificate signed by any director or officer of the Company or of any other member of the Group and delivered to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Sole Sponsor, each Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager and Underwriter.

31.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company, the Sole Sponsor, the Overall Coordinators and/or the Joint Global Coordinators, as applicable, and such authority and confirmations remain in full force and effect.

31.3 Any subscription or purchase of the Offer Shares by a Director or his/her associates or existing shareholder of the Company, if conducted, has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules.

31.4 All the interests or short positions of each of the Directors and the Controlling Shareholders in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance, or which will be required pursuant to section 352 of the Securities and Futures Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the H Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

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

31.6 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.

31.7 None of the directors has a service contract with the Company or any other member of the Group which is required to be disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

Part B: Additional Representations and Warranties of the Controlling Shareholders

Each of the Controlling Shareholders jointly and severally represents, warrants and undertakes to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and as follows:

1 **Information about the Controlling Shareholders**

1.1 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 Shareholder and/or any of its directors, officers, employees, affiliates and/or agents, to the Sole Sponsor, the Overall Coordinators, the Capital Market Intermediaries, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Underwriters, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange and/or the SFC for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange 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.

2 **Valid Existence**

2.1 Mr. Yuan has full right, power and capacity to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents to which it is a party, and to perform its obligations hereunder and thereunder, and is capable of suing and being sued.

2.2 Heli Investment has been duly incorporated and is validly existing as a legal person in good standing under the PRC Laws, registration or organization, has full right, power and authority to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents to which it is a party, and to perform its obligations hereunder and thereunder, and is capable of suing and being sued.

2.3 As at the date of this Agreement, the Controlling Shareholders are the legal and/or beneficial owners of the issued share capital of the Company as shown in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular. The shares owned by the Controlling Shareholders have been issued in compliance with all applicable Laws, were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are subject to no Encumbrance or adverse claims at the time of issuance. The ownership of shares by the Controlling Shareholders and the amounts of such shares owned by the Controlling Shareholders are accurately and completely specified in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

3 **Execution of Agreements**

3.1 This Agreement, the International Underwriting Agreement, the Operative Documents (to the extent it is a party thereto) and any other document required to be executed by the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement and the Operative Documents, has been duly authorised (in respect of the Controlling Shareholders), executed and delivered by the Controlling Shareholders and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Controlling Shareholders, enforceable in accordance with its terms.

3.2 The execution and delivery of this Agreement, the International Underwriting Agreement, the Operative Documents (to the extent it is a party thereto) and any other document required to be executed by them pursuant to the provisions of this Agreement and the Operative Documents, the issuance and sale of the International Offer Shares and the Hong Kong Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any of their respective property or assets pursuant to (A) the articles of association or other constituent or constitutive documents or the business licence (as applicable) of the Controlling Shareholders; (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 any member of the Controlling Shareholders is a party or by which it is bound or any of its properties or assets may be bound or affected; or (C) any Laws applicable to the Controlling Shareholders or any of their properties or assets, except in each case of Clauses (B) and (C), such violation or defaults would not, individually or in the aggregate, result in a Material Adverse Change.

3.3 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Controlling Shareholders or any of its properties or assets, or otherwise from or with any other persons, required in connection with the performance by the Controlling Shareholders of his/its obligations under this Agreement or the consummation of the transactions contemplated by this Agreement, have been obtained or made and are in full force and effect, and to the best of the Controlling Shareholders' knowledge, there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.

4 **Immunity**

4.1 The Controlling Shareholder 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.

4.2 Under the Laws of Hong Kong, the PRC and any other Relevant Jurisdictions, none of the Controlling Shareholders, nor any of their respective properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (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 arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award.

5 **Choice of Law and Dispute Resolution**

5.1 The choice of law provisions set forth in this Agreement will be recognized and given effect to by the courts of Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other applicable jurisdictions; each of the Controlling Shareholders can sue and be sued in its own name under the Laws of Hong Kong and the PRC; the irrevocable submission by the Controlling Shareholder to the jurisdiction of any Hong Kong court, the waiver by the Controlling Shareholders of any objection to the venue of an action, suit or proceeding in any Hong Kong court, the waiver and agreement not to plead an inconvenient forum 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 Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other applicable jurisdictions and will be respected by the courts of Hong Kong and the PRC. Service of process effected in the manner set forth in this Agreement will be

effective, insofar as the Laws of Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other applicable jurisdictions are concerned, to confer valid personal jurisdiction over the Controlling Shareholders; any judgment obtained in a Hong Kong court arising out of or in relation to the obligations of the Controlling Shareholders under this Agreement will be recognized and enforced in the courts of Hong Kong, the PRC, Singapore, Peru, DR Congo, Zambia and any other applicable jurisdictions.

6 **No Other Arrangements Relating to Sale of Offer Shares**

6.1 Except pursuant to this Agreement and the International Underwriting Agreement, none of the Controlling Shareholders and their respective Affiliates has incurred any liability for any finder's or broker's fee or agent's commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

6.2 None of the Controlling Shareholders nor any of their respective Affiliates, has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Offer Shares other than this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements.

7 **United States Aspects**

7.1 None of the Controlling Shareholders and their respective "affiliate" (within the meaning of Rule 501(b) under the Securities Act) nor 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.

7.2 Each of the Controlling Shareholders, or their respective "affiliate" (within the meaning of Rule 501(b) under the Securities Act), or any person acting on their behalf, has complied with the applicable offering restriction requirements of Regulations S for offering of the Offer Shares outside the United States in reliance on Regulations S.

7.3 Each of the Controlling Shareholders has not directly, or through any agent (other than the Hong Kong underwriters), their respective "affiliate" (within the meaning of Rule 501(b) under the Securities Act) or any person acting on their behalf, as to whom the Controlling Shareholders make no representation), sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the Offer Shares in a manner that would require the registration of the Offer Shares under the Securities Act.

8 **Certificates**

8.1 Any certificate signed by any director or officer of the Controlling Shareholders and delivered to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Markets Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Controlling Shareholders, as to matters covered thereby, to the Sole Sponsor, each Overall Coordinator, Joint Global Coordinator, Capital Markets Intermediary, Joint Bookrunner, Joint Lead Manager and Underwriter.

SCHEDULE 3

CONDITIONS PRECEDENT DOCUMENTS

Part A

Unless otherwise defined, all capitalized terms in this Schedule shall have the same meanings as defined in the Hong Kong Prospectus.

1. Two certified true copies of the resolutions of the shareholders of the Company, referred to in the section headed "Statutory and General Information – Further Information about our Group – 4. Shareholders' resolutions of our Company " of Appendix VI to the Hong Kong Prospectus.

2. Two certified true copies of the resolutions of the Board:

   (a) approving and authorising this Agreement, the International Underwriting Agreement and each of the Operative Documents 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 (subject to exercise of the Over-allotment Option) any issue of the Offer 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 Offering Circular;

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

   (e) approving the Verification Notes.

3. Two printed copies of each of the Hong Kong Public Offering Documents duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, two certified true copies of the relevant powers of attorney.

4. Two certified true copies of each of the responsibility letters, powers of attorney (except as already provided in item 13 below) and statements of interests signed by each of the Directors.

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

6. Two certified true copies of the H Share Registrar Agreement duly signed by the parties thereto.

7. Two originals of the signature pages of the Receiving Bank Agreement duly signed by the parties thereto.

8. Two certified true copies of the business license of the Company.

9. Two certified true copies of the Articles of Association.

10. Two certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).

11. Two certified true copies of the service agreements or letters of appointment of each of the Directors.

12. Two certified true copies of the undertaking from each of the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.

13. Two certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

14. Two signed originals of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Sole Sponsor, the Overall Coordinators and the legal advisers to the Underwriters).

15. Two signed originals of the accountants' report dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Hong Kong Prospectus.

16. Two 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, the text of which is contained in Appendix II to the Hong Kong Prospectus.

17. Two signed originals of the letter(s) from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, and copied to the Sole Sponsor the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter(s) 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.

18. Two signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.

19. Two signed originals of the legal opinion from JunHe LLP, legal advisers to the Company as to PRC Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, 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, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators,.

20. Two signed originals of the legal opinion from Bennani & Associés RDC SAS, legal advisors to the Company as to DR Congo laws, addressed to the Sole Sponsor, the

Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the due incorporation and subsistence of the Jin Xun Congo Mining SARL, and (ii) certain other matters of DR Congo laws pertaining to the Global Offering, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

21. Two signed originals of the legal opinion from Chibesakunda & Co., legal advisors to the Company as to Zambian laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the due incorporation and subsistence of the Rong Xing Investments Limited, and (ii) certain other matters of Zambian laws pertaining to the Global Offering, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

22. Two signed originals of the legal opinion from Estudio Muñiz Sociedad Civil de Responsabilidad Limitada, legal advisors to the Company as to Peruvian laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the properties owned and/or leased by the Group in the Peru, and (ii) the establishment, business and legal status of the Group under Peruvian laws, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

23. Two signed originals of the legal opinion from Shook Lin & Bok LLP, legal advisors to the Company as to Singaporean laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the due incorporation and subsistence of the Jinxun (Singapore) International Trade Pte. Ltd., and (ii) certain other matters of Singaporean laws pertaining to the Global Offering, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

24. Two signed originals of the legal opinion from Hogan Lovells, legal advisers to the Company as to international sanctions laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of the Group's compliance with such laws, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

25. Two signed originals of the legal opinion from MBM-CONSEIL Sca, legal advisors to the Underwriters as to DR Congo laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the due incorporation and subsistence of the Jin Xun Congo Mining SARL, and (ii) certain other matters of DR Congo laws pertaining to the Global Offering, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

26. Two signed originals of the legal opinion from Musa Dudhia & Co., legal advisors to the Underwriters as to Zambian laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the due incorporation and subsistence of the Rong Xing Investments Limited, and (ii) certain other matters of Zambian laws pertaining to the Global Offering, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

27. Two signed originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.

28. Two signed originals of the industry report prepared by the Industry Consultant referred to in the section headed "Industry Overview" of the Hong Kong Prospectus dated the Hong Kong Prospectus Date.

29. Two signed originals of the letter from each of the experts referred to in the section headed "Statutory and General Information – D. Other Information – 9. Consents of Experts" of Appendix IV to the Hong Kong Prospectus (except for the Sole Sponsor), dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.

30. Four signed originals or certified true copies of the certificate issued by the relevant translator of Toppan Nexus Holdings Limited to the Registrar of Companies in Hong Kong and the Stock Exchange relating to the translation of the Hong Kong Prospectus.

31. Two certified true copies of the written confirmation from the Stock Exchange authorising the registration of the Hong Kong Prospectus.

32. Two certified true copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus.

33. Two signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.

34. Two certified copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures in connection with the Global Offering and the listing of the H Shares on the Stock Exchange.

Part B

1. Two signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.

2. Two signed originals of the Regulation S comfort letters and bringdown comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreementand addressed to, among others, the Sole Sponsor, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Sole Sponsor 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 Offering Circular.

3. Two signed originals of the closing legal opinion from JunHe LLP, legal advisers to the Company as to the PRC Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, in respect of the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

4. Two signed originals of the closing legal opinion from Bennani & Associés RDC SAS, legal advisors to the Company as to DR Congo laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the due incorporation and subsistence of the Jin Xun Congo Mining SARL, and (ii) certain other matters of DR Congo laws pertaining to the Global Offering, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

5. Two signed originals of the closing legal opinion from Chibesakunda & Co., legal advisors to the Company as to Zambian laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the due incorporation and subsistence of the Rong Xing Investments Limited, and (ii) certain other matters of Zambian laws pertaining to the Global Offering, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

6. Two signed originals of the closing legal opinion from Estudio Muñiz Sociedad Civil de Responsabilidad Limitada, legal advisors to the Company as to Peruvian laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the properties owned and/or leased by the Group in the Peru, and (ii) the establishment, business and legal status of the Group under Peruvian laws, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

7. Two signed originals of the closing legal opinion from Shook Lin & Bok LLP, legal advisors to the Company as to Singaporean laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the due incorporation and subsistence of the Jinxun (Singapore) International Trade Pte. Ltd., and (ii) certain other matters of Singaporean laws pertaining to the Global Offering, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

8. Two signed originals of the closing legal opinion from Hogan Lovells, legal advisers to the Company as to international sanctions laws, addressed to the Sole Sponsor, the

Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of the Group's compliance with such laws, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

9. Two signed originals of the closing legal opinion of Sidley Austin, legal advisers to the Company as to Hong Kong Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

10. Two signed originals of the closing legal opinion of Han Kun Law Offices, legal advisers to the Underwriters as to the PRC Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

11. Two signed originals of the closing legal opinion of Han Kun Law Offices LLP, legal advisers to the Underwriters as to Hong Kong Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

12. Two signed originals of the legal opinion from MBM-CONSEIL Sca, legal advisors to the Underwriters as to DR Congo laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the due incorporation and subsistence of the Jin Xun Congo Mining SARL, and (ii) certain other matters of DR Congo laws pertaining to the Global Offering, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

13. Two signed originals of the legal opinion from Musa Dudhia & Co., legal advisors to the Underwriters as to Zambian laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of (i) the due incorporation and subsistence of the Rong Xing Investments Limited, and (ii) certain other matters of Zambian laws pertaining to the Global Offering, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

14. Two signed originals of the certificate of the executive Directors, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor 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.

15. Two signed originals of the certificate of each of the Controlling Shareholders, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor 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.

16. Two 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 Sole Sponsor 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 Accountants.

17. Two certified true copies of the resolutions of the Board or board committee of the Company relating to the Global Offering approving, inter alia, the determination of the Offer Price and the basis of allocation and the allotment and issue of Offer Shares to the allottees.

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.

2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the HK White Form eIPO Service in the IPO App or at www.eipo.com.hk or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.

3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 5
FORMAL NOTICE

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on December 31, 2025.

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder ("**Institutional Professional Investor**").

2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the "**Code**"), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

   2.1 Information about clients

      (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

      (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

      (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;

   2.2 Client agreement

      (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

   2.3 Information for client

      (i) disclose related information to you in respect of the transactions contemplated under this Agreement;

      (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

      (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;

      (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the "**Program**"), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

      (v) disclose transaction related information as required under paragraph 8.3A of the Code;

   2.4 Discretionary accounts

      (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

      (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.

5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH PARAGRAPHS 15.3A AND 15.B OF THE CODE:

1. You are a Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) ("**Professional Investor Rules**") ("**Corporate Professional Investor**").

   The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

   (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than $40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;

   (ii) a corporation (other than a trust corporation referred to in paragraph (i)):

      (A) having:

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

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

         at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;

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

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

         (II) an individual specified in Section 5(1) of the Professional Investor Rules;

         (III) a corporation specified in this paragraph or paragraph (ii)(A);

         (IV) a partnership specified in paragraph (iii);

         (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or

(C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

and

(iii) a partnership having:

(A) a portfolio of not less than $8 million; or

(B) total assets of not less than $40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

(i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;

(ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:

(A) a statement of account or a certificate issued by a custodian;

(B) a certificate issued by an auditor or a certified public accountant;

(C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators 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. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.

3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

(iv) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

(v) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

(vi) assess your knowledge of derivatives and characterize you based on your

knowledge of derivatives;

3.2 Client agreement

(ii) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

(vi) disclose related information to you in respect of the transactions contemplated under this Agreement;

(vii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

(viii) promptly confirm the essential features of a transaction after effecting a transaction for you;

(ix) provide you with documentation on the Nasdaq-Amex Pilot Program (the "**Program**"), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

(x) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

(iii) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

(iv) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.

5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules ("**Individual Professional Investor**"). You will inform the Overall Coordinators promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

(i) an individual having a portfolio of not less than $8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, 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;

(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.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

(A) the individual's share of the portfolio as specified in a written agreement among the account holders; or

(B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

(i) any one or more of the following documents issued or submitted within 12 months before the relevant date:

(A) a statement of account or a certificate issued by a custodian;

(B) a certificate issued by an auditor or a certified public accountant;

(C) a public filing submitted by or on behalf of the individual.

2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

(i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

(ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and

(iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.

3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.

4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

5. If the Overall Coordinators 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 the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 6.

SIGNED by)
for and on behalf of)
YUNNAN JINXUN RESOURCES CO.,)
LTD. (雲南金潯資源股份有限公司)

SIGNED by
YUAN RONG(袁榮))
)
)

SIGNED by **YUAN RONG(袁榮)**)
for and on behalf of)
JI'AN HELI INVESTMENT)
MANAGEMENT CENTER (LIMITED)
PARTNERSHIP) (吉安縣合勵投資管理中心 (有限合夥))

袁荣

SIGNED by)
Xu Yang)
for and on behalf of)
HUATAI FINANCIAL HOLDINGS)
(HONG KONG) LIMITED)
華泰金融控股(香港)有限公司)

SIGNED by)
Jing Jiang)
for and on behalf of)
HUATAI FINANCIAL HOLDINGS (HONG)
KONG) LIMITED (華泰金融控股(香港)有限)
公司))
as attorney for and on behalf of)
each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))