

基石投资协议

2022年 12 月 9 日

業聚醫療集團控股有限公司
(ORBUSNEICH MEDICAL GROUP HOLDINGS LIMITED)

与

杭州富陽產業基金投資管理有限公司
(HANGZHOU FUYANG INDUSTRIAL FUND INVESTMENT MANAGEMENT CO.,
LTD.)

与

中國國際金融香港證券有限公司
(CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES
LIMITED)

与

建銀國際金融有限公司
(CCB INTERNATIONAL CAPITAL LIMITED)

与

法國巴黎證券（亞洲）有限公司
(BNP PARIBAS SECURITIES (ASIA) LIMITED)

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本协议（本“协议”）订立于 2022 年 12 月 9 日

本协议订约方为：

- (1) **業聚醫療集團控股有限公司（ORBUSNEICH MEDICAL GROUP HOLDINGS LIMITED）**，一家于开曼群岛注册成立的有限责任公司，其主要营业地址位于香港新界沙田香港科学园 20E 号楼 3 楼 303 及 305 室（“**本公司**”）；
- (2) **杭州富陽產業基金投資管理有限公司（HANGZHOU FUYANG INDUSTRIAL FUND INVESTMENT MANAGEMENT CO., LTD.）**，一家于中华人民共和国注册成立的公司，其注册办事处位于浙江省杭州市富阳区富春街道富春街 12 号（“**投资者**”）；
- (4) **中國國際金融香港證券有限公司（CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED）**，一家根据香港法律注册成立的有限责任公司，及根据证券及期货条例可进行第 1 类（证券交易）、第 2 类（期货合约交易）、第 4 类（就证券提供意见）、第 5 类（就期货合约提供意见）及第 6 类（就机构融资提供意见）受规管活动（定义见证券及期货条例）的持牌法团，其主要营业地址位于香港中环港景街 1 号国际金融中心一期 29 楼（“**中金国际**”）；及
- (5) **建銀國際金融有限公司（CCB INTERNATIONAL CAPITAL LIMITED）**，一家根据香港法律注册成立的有限责任公司，及根据证券及期货条例可进行第 1 类（证券交易）、第 4 类（就证券提供意见）及第 6 类（就机构融资提供意见）受规管活动（定义见证券及期货条例）的持牌法团，其主要营业地址位于香港中环干诺道中 3 号中国建设银行大厦 12 楼（“**建银国际**”或与中金国际合称为“**联席保荐人**”，各称为“**联席保荐人**”）；及
- (6) **法國巴黎證券（亞洲）有限公司（BNP PARIBAS SECURITIES (ASIA) LIMITED）**，位于香港中环金融街 8 号国际金融中心二期 60 至 63 楼（“**法巴证券**”，中金国际、建银国际与法巴证券合称为“**整体协调人**”，各称为“**整体协调人**”）；及

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）将其股份（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
 - (i) 本公司公开发售 5,464,000 股股份（定义见下文）以供香港公众认购（“**香港公开发售**”），及
 - (ii) 本公司依照证券法（定义见下文）项下的 S 规例在美国境外向投资者（包括向香港境内的专业及机构投资者进行配售）有条件配售 49,169,000 股股份（“**国际发售**”）。
- (B) 在全球发售中，中金国际和建银国际担任联席保荐人。建银国际担任保荐人兼整

体协调人，并且中金国际、建银国际和法巴证券担任整体协调人。中金国际、建银国际和法巴证券在全球发售中担任联席全球协调人、联席账簿管理人和联席牵头经办人。

- (C) 投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

特此达成协议如下：

1. 定义和解释

1.1 本协议（包括其附表）中，下列各词语及表达具有以下涵义：

“**联属人士**”就特定个人或实体而言，除文意另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受该特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，**控制**（包括**控制、受控制及共同受控制**）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第 6.2(f)条赋予该词的涵义；

“**联系人/紧密联系人**”须具有上市规则赋予该词的涵义，“**多位联系人/多位紧密联系人**”亦须据此解释；

“**经纪佣金**”指依照上市规则附录 8 第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

“**中央结算系统**”指由香港中央结算有限公司设立及运作的香港中央结算及交收系统；

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**公司条例**”指经不时修改、补充或修订的，《公司条例》（香港法例第 622 章）；

“**公司（清盘及杂项条文）条例**”指经不时修改、补充或修订的，《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

“**关连人士/核心关连人士**”须具有上市规则赋予该词的涵义，“**多位关连人士/多位核心关连人士**”亦须据此解释；

“**合约（第三者权利）条例**”指经不时修改、补充或修订的，《合约（第三者权利）条例》（香港法例第 623 章）；

“**控股股东**”除文意另有规定外，须具有上市规则赋予该词的涵义，“**多位控股股东**”亦须据此解释；

“**处置**”包括，就任何相关股份，直接或间接地；

- (i) 发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售）相关股份中，或可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益，无论直接或间接地并且无论有条件或无条件地，或者就此类合法或实益权益设置任何性质的任何第三方权利，或者订约作出上述行动，无论直接或间接地并且无论有条件或无条件地；或
- (ii) 订立全部或部分向他人转让相关股份或其中任何权益的任何实益所有权的或者该等相关股份或该等其他证券或其中任何权益所有权的任何经济后果或影响的任何掉期或其他安排；或
- (iii) 订立直接或间接与上文(i)和(ii)所述任何交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**全球发售**”具有鉴于条款(A)赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会（包括但不限于证监会）、理事会、团体、机关或机构或任何证券交易所（包括但不限于联交所）、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，无论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**集团**”指本公司及其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有鉴于条款(A)赋予该词的涵义；

“**受偿方**”具有第 6.5 条赋予该词的涵义；并且“**受偿方**”应视文意而定，指其中任何一方；

“**国际发售**”具有鉴于条款(A)赋予该词的涵义；

“**国际发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的最终发售通函；

“**投资者股份**”指在国际发售中根据本协议的条款和条件并由公司、保荐人兼整体协调人和整体协调人确定向投资者发售的按照附表一计算的相关数量的股份；

“**法律**”指所有相关司法管辖区的任何政府机关（包括联交所和证监会）的所有法律、法规、立法、条例、规则、规例、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指占总投资额的 0.0027%的证监会交易征费（或者于上市日期适用的交易征费）、占总投资额的 0.00015%的会计及财务汇报局交易征费（或者于上市日期适用的交易征费）和占总投资额的 0.005%的联交所交易费（或者于上市日期适用的交易费）；

“**上市日期**”指股份最初于联交所主板上市的日期；

“**上市规则**”指经不时修改、补充或修订的，香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引和其他要求；

“**禁售期**”具有第 5.1 条赋予该词的涵义；

“**发售价**”指根据全球发售将要发行或出售股份的每股股份的最终港元价格（不包括经纪佣金和征费）；

“**超额配股权**”具有国际发售通函赋予该词的涵义；

“**各方**”指本协议中具名的各方，“**一方**”指其中任何一方（视文意规定）；

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

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的初步发售通函及不时对其进行的修订或补充；

“**专业投资者**”具有证券及期货条例附表一第一部分赋予该词的涵义；

“**招股章程**”指本公司将就香港公开发售在香港刊发的最终招股章程；

“公开文件”指经不时修订或补充的，国际发售的初步发售通函和国际发售通函，本公司将就香港公开发售在香港刊发的招股章程及申请表以及本公司就全球发售可能刊发的此类其他文件和公告；

“监管机构”具有第 6.2(h)条赋予该词的涵义；

“相关股份”指投资者依据本协议认购的投资者股份，以及依据任何认股权发行、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

“证券法”指经修订的美国1933年证券法；

“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”指经不时修改、补充或修订的，《证券及期货条例》（香港法例第 571 章）；

“股份”指公司股本中面值为每股 0.0005 美元的普通股，此类股份将以港元认购及交易，并拟将在联交所上市；

“联交所”指香港联合交易所有限公司；

“附属公司”具有公司条例所载的涵义。

“美国”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“美元”指美国法定货币；及

“美国人士”具有证券法项下的 S 规例赋予该词的涵义。

1.2 本协议中，除文意另有规定外：

- (a) 对某一条文、分条或附表的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条款和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；

- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；
- (f) 对法规或法律条文的提述包括对以下内容的提述：
 - (i) 不时合并、修改、补充、修订、重新制定的该法规或条文，或被任何法规或法律规定取代的法规或条文；
 - (ii) 就任何已废除法规或法律条文重新制定的条文（经过或未经修订）；及
 - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (h) 对“人士”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (i) 对“包括”的提述应被解释为包括但不限于；及
- (j) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. 投资

2.1 在下文第 3 条所指的条件得到落实（或各方共同豁免，但第 3.1(a)、3.1(b)、3.1(c) 和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、保荐人兼整体协调人和整体协调人和联席保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

- (a) 投资者将在国际发售下并作为国际发售的一部分并且通过保荐人兼整体协调人、整体协调人和/或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配股和配售并且保荐人兼整体协调人和整体协调人将向投资者分配和/或交付（视情况而定）或者促致分配和/或交付（视情况而定）投资者股份；及
- (b) 投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

2.2 投资者可通过向本公司、保荐人兼整体协调人、整体协调人和联席保荐人送达书面通知（不晚于上市日期前三（3）个营业日），选择通过作为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外且(iii)按照证券法项下的 S 规例在境外交易中购买投资者股份，前提是：

- (a) 投资者须促致该全资附属公司在该日向本公司、保荐人兼整体协调人、整体协调人和联席保荐人提供书面确认，表明其同意受投资者在本协议

中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出，及

- (b) 投资者(i)无条件及不可撤回地向本公司、保荐人兼整体协调人、整体协调人和联席保荐人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)保证按照第 6.5 条一经请求即向各受偿方进行充分且有效地补偿且使其获得补偿。

投资者于本第 2.2 条项下的义务构成其一经请求即向本公司、保荐人兼整体协调人、整体协调人或联席保荐人支付该全资附属公司根据本协议有责任支付的任何金额，以及一经请求及时履行该全资附属公司于本协议项下的任何义务，而毋须本公司、保荐人兼整体协调人、整体协调人或联席保荐人首先对该全资附属公司或任何其他人士采取行动的、直接、主要及无条件义务。除文意另有规定外，投资者一词应在本协议中解释为包含该全资附属公司。

- 2.3 本公司、保荐人兼整体协调人和整体协调人（代表其自身及全球发售的包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将最终由本公司、保荐人兼整体协调人和整体协调人(代表其自身及全球发售的包销商)根据附表一厘定，而该决定将为不可推翻及对投资者具约束力，但存在明显错误除外。

3. 交割条件

- 3.1 投资者在本协议项下根据第 2.1 条认购投资者股份的义务，以及本公司、保荐人兼整体协调人和整体协调人根据第 2.1 条发行、配售、配发、分配和/或交付（视情况而定）或促致发行、配售、配发、分配和/或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、保荐人兼整体协调人、整体协调人和联席保荐人共同豁免）并且第 3.1 (f)、(g) 条所列条件只能由投资者豁免：

- (a) 香港公开发售及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件的且上述包销协议均未予以终止；
- (b) 本公司与保荐人兼整体协调人和整体协调人（为其本人且代表全球发售中的包销商）已就发售价达成协定；
- (c) 联交所上市委员会已批准股份的上市并准许买卖股份（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖股份之前并未被撤销；
- (d) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；

- (e) 投资者在本协议项下的各项协定、陈述、保证、承诺、确认和承认在所有方面均属准确真实，不具误导性且投资者方面并未重大违反本协议；及
 - (f) 本公司在本协议项下的各项协定、陈述、保证、承诺、确认和承认在所有方面均属准确真实，不具误导性且本公司并未重大违反本协议。
- 3.2 如果第 3.1 条所载的任何条件于本协议签署之日后满一百八十（180）天（或本公司、投资者、保荐人兼整体协调人、整体协调人及联席保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方豁免（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、保荐人兼整体协调人、整体协调人和联席保荐人豁免并且第 3.1（f）、（g）条所列条件只能由投资者豁免），则投资者购买投资者股份的义务，以及本公司和保荐人兼整体协调人和整体协调人发行、配售、配发、分配和/或交付（视情况而定）或促使发行、配售、配发、分配和/或交付（视情况而定）投资者股份的义务自动终止，并且投资者在本协议项下向任何其他方支付的任何款项须由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、保荐人兼整体协调人、整体协调人和/或联席保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第 3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条的任何内容不得被解释为使投资者有权在本条项下前述日期之前的期间内对投资者在本协议项下的各自协定、陈述、保证、承诺、确认和承认的任何违反进行补救。
- 3.3 投资者承认无法保证全球发售将完成，并且如果全球发售出于任何原因未在拟定日期和时间之前完成或根本未予完成，本公司、保荐人兼整体协调人、整体协调人或联席保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因未在拟议日期和时间之前完成或根本未予完成，或如果发售价不在公开文件中规定的指示性范围内而向本公司、保荐人兼整体协调人、整体协调人和/或联席保荐人或其各自附属人士提起任何申索或诉讼的权利（如有）。

4. 交割

- 4.1 根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的保荐人兼整体协调人和整体协调人（和/或其附属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售结束的同时被认购，时间及方式须由本公司和保荐人兼整体协调人和整体协调人确定。
- 4.2 投资者应于上市日期前一个营业日香港时间上午 8:00 或之前，不论投资者股份的交付时间如何，通过电汇转账立即可用结算资金计存至保荐人兼整体协调人和整体协调人在上市日期前至少五(5)个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

- 4.3 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两（2）个营业日向保荐人兼整体协调人和整体协调人书面通知的该等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的方式作出。
- 4.4 投资者股份的交付也可以本公司、保荐人兼整体协调人、整体协调人、联席保荐人及投资者可能书面一致协定的任何其他方式作出。
- 4.5 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、保荐人兼整体协调人、整体协调人和联席保荐人可保留权利，依其各自绝对酌情权终止本协议的全部或部分，在此情况下，本公司、保荐人兼整体协调人、整体协调人及联席保荐人的所有义务及责任须停止及终止（但不得损害本公司、保荐人兼整体协调人、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条在税后基础上完全负责承担并补偿各受偿方，因投资方未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免受损失并获得充分补偿。
- 4.6 如果本公司、保荐人兼整体协调人、整体协调人和联席保荐人（视情况而定）因其无法控制的原因而未能或迟延履行其于本协议下的义务，则本公司、保荐人兼整体协调人、整体协调人、联席保荐人及其各自附属人士均不对未能或迟延履行其于本协议下的义务承担责任（无论连带地还是分别地），并有权终止本协议，但前提是上述原因足以导致本公司、联席全球协调人和联席保荐人无法依约按时履行本协议项下义务。该等情形包括但不限于，自然灾害、洪水、疾病、流行病或全球大流行病的爆发或升级，包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和最近的 2019 冠状病毒病、宣布国家、国际、区域紧急状况、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动威胁和升级、战争（无论宣告与否）、特别军事行动、恐怖主义活动、火灾、暴乱、反叛、民事骚乱、罢工、停工、其他行业行动、整体电力或其他供应故障、飞机相撞、技术故障、意外或机械或电子故障、计算机故障或任何货币传输系统故障、禁运、劳动争议和任何现有或未来法律、法令、法规的变化、任何现有或未来政府活动行为等。
- 4.7 如根据上市规则第 8.08(3)条之规定，于上市日期公众持股量中由本公司持股量最高的三名股东实益拥有的股份百分比不超过 50%的条件未能得到满足，本公司、联席保荐人、保荐人兼整体协调人和整体协调人有权依其全权绝对酌情权调整投资者将认购的投资者股份数量的分配，以满足上市规则第 8.08(3)条的要求，但前提是投资者已支付的相应部分款项将尽快并在上市日期后的五（5）个营业日内被退还（对于投资者认购的股份数量减少的情形）。

5. 对投资者的限制

- 5.1 按照第 5.2 条，投资者（为其本人并代表其全资附属公司（在该全资附属公司将持有投资者股份的情况下））与本公司、保荐人兼整体协调人、整体协调人及联席保荐人达成一致、订立契诺并承诺，未经本公司、保荐人兼整体协调人、整体

协调人及联席保荐人各自的事先书面同意，自上市日期起六(6)个月期间（“**禁售期**”）内的任何时间，投资者不会，并将促致其附属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益，包括可转换为或可兑换为或可行使以获得任何前述证券或代表有权收取任何前述证券的任何证券；(ii)同意或订立合同或公开宣布有意与第三方达成处置相关股份的交易；(iii)允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iv)直接或间接地达成与任何上述交易具有相同经济效果的交易。受限于上段的规定，投资者与本公司、保荐人兼整体协调人、整体协调人及联席保荐人达成一致、订立契诺并承诺，如果投资者或投资者的任何全资附属公司在禁售期期满之后的任何时间达成处置任何相关股份的交易，或者同意或订立合同或宣布有意达成该等交易，则投资者（为其自身或代表其全资附属公司）应于拟议处置前书面通知本公司、保荐人兼整体协调人、整体协调人及联席保荐人并将采取商业上的合理措施确保该等处置不会造成股份的混乱和虚假市场并将遵守所有适用法律和法规以及所有具有管辖权的证券交易所的规则，包括但不限于上市规则、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

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

- (a) 至少提前五（5）个营业日向本公司、保荐人兼整体协调人和整体协调人发出此类转让的书面通知，通知中载明该全资附属公司的身份以及本公司、保荐人兼整体协调人和整体协调人要求的，令本公司、保荐人兼整体协调人和整体协调人信纳的证明潜在受让方为投资者全资附属公司的证据；
- (b) 在此类转让之前，该全资附属公司须发出按本公司、保荐人兼整体协调人、整体协调人和联席保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括本第 5 条载列的对投资者义务及限制，犹如该全资附属公司本身就受上述义务和限制的规限；
- (c) 该全资附属公司应被视为已作出第 6 条规定的相同协定、陈述、保证、承诺、确认和承认；
- (d) 投资者及该全资附属公司就彼等持有的所有相关股份被视为投资者，并须连带地承担本协议施加的所有责任及义务；
- (e) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份完全及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、保荐人兼整体协调人、整体协调人和联席保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意受本协议下投资者义务的约束，包括本第 5 条载列的对投资者限制并作出本协议项下的相同协定、陈述、保证、承诺、确认和承认，犹如该全资附属公司本身须受限于该等义务和限制，并连带地承担本协议施加的一切责任及义务；及

(f) 该全资附属公司是 (i)非美国人士；(ii)位于美国境外且(iii)按照证券法项下的 S 规例在境外交易中购买相关股份。

5.3 投资者同意并承诺，除获得本公司、保荐人兼整体协调人、整体协调人和联席保荐人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中（直接或间接）的持股总额应始终低于本公司全部已发行股本的 10%（或者上市规则中为界定“大股东”而不时规定的其他百分比）并且其不会成为上市规则所界定的本公司的核心关连人士，并且投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）不得造成由公众持有的（见上市规则的规定和联交所的解释，包括但不限于第 8.08 规则）本公司证券总数低于上市规则要求的百分比或低于联交所可能不时批准并适用于本公司的其他百分比。投资者同意在注意到任何上述情形后书面通知本公司、保荐人兼整体协调人、整体协调人和联席保荐人。

5.4 投资者同意投资者持有本公司股本是以自有资金投资为基础并且经本公司、保荐人兼整体协调人、整体协调人和/或联席保荐人合理要求后，向本公司、保荐人兼整体协调人、整体协调人和/或联席保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且且投资者须促致其控股股东、联系人及其各自实益拥有人均不得通过累计投标方式申购或者下单买卖全球发售下的股份（投资者股份除外），或申购香港公开发售中的股份。

5.5 投资方及其附属人士、董事、高管、雇员或代理未曾接受或签订，且不得与本公司、本公司控股股东、集团任何其他成员或其各自附属人士、董事、高管、雇员或代理签订违背或违反上市规则（包括“联交所指引信”HKEx-GL51-13 或香港监管机构发布的书面指引）的任何安排或协议（包括任何附属协议）。投资者进一步确认和承诺其任何一方及其附属人士、董事、高管、雇员或代理均未曾也不会签订此类安排或协议。

6. 承认、陈述、承诺及保证

6.1 投资者向本公司、保荐人兼整体协调人、整体协调人和联席保荐人中的每一方承认、同意、陈述、保证、承诺及确认：

(a) 本公司、保荐人兼整体协调人、整体协调人、联席保荐人及其各自的附属人士、董事、高管、雇员、代理、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限）或者发售价将如公开文件所载并且倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非如公开文件所载，将不对投资者承担任何其他责任。投资者特此放弃基于全球发售出于任何原因延期或未在拟定日期和时间之前完成或根本未予完成，或发售价并非如公开文件所载而向本公司、保荐人兼整体协调人、整体协调人、联席保荐人和/或其附属人士提起任何索赔或诉讼的权利（如有）；

- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他营销和路演资料中披露，此外投资者将在公开文件及其他营销和路演资料和公告中提述并且，特别是，本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及可供公众查阅的重大合同；
- (c) 发售价将完全且排他性地按照全球发售的条款和条件厘定并将由作为一方的本公司与作为另一方的保荐人兼整体协调人和整体协调人（为其本人并代表全球发售中的其他包销商）之间的协定加以确认，并且投资者概无任何权利就此提出任何异议；
- (d) 投资者股份将由投资者通过保荐人兼整体协调人、整体协调人和/或其作为国际发售中国际包销商的国际代表身份的联属人士认购；
- (e) 投资者将根据本公司组织大纲及章程或其他组建或设立文件及本协议的条款及条件接受投资者股份，并受其规限；
- (f) 按照上市规则第 18 项应用指引、联交所指引信 HKEX-GL91-18 或者不时由联交所批准且适用于本公司的其他百分比在国际发售与香港公开发售之间的股份重新分配可能会影响投资者股份的数量；
- (g) 如果保荐人兼整体协调人、整体协调人、联席保荐人及本公司认为不能或可能无法满足上市规则第 8.08(3)规则的要求，投资者股份的数量可按照第 4.7 条进行调整，但前提是投资者已支付的相应部分款项将尽快被退还（对于投资者认购的股份数量减少的情形）；
- (h) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、保荐人兼整体协调人、整体协调人和/或联席保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (i) 本公司、联席保荐人、保荐人兼整体协调人、整体协调人及其各自任何附属公司、代理人、董事、雇员或联属人士或参与全球发售的任何其他方均不对投资者股份的认购或任何交易的任何税收、法律、货币或其他经济等后果承担任何责任；
- (j) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区任何人士的原因或利益且为该司法管辖区适用法律允许；
- (k) 其理解并同意投资方股份的转让仅可根据 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州

和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资方股份的任何股份证书应附带实际具有该等作用的提示语；

- (l) 其理解，本公司、保荐人兼整体协调人、整体协调人、联席保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出与能否享有的豁免有关的任何陈述；
- (m) 除第 5.2 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (n) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息和/或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高管、雇员、顾问及代表（“**授权接收人**”）披露且仅用于评估其在投资股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其任何授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第 6.1(n)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(n)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (o) 本协议、在保密基础上提供给投资者和/或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者和/或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
 - (i) 可能已经提供给投资者和/或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者和/或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
 - (ii) 可能已经提供给（无论书面或口头地）投资者和/或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何股份或其他证券的要约或邀请的依据；并且

- (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (p) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；
- (q) 投资者及其任何附属人士或代表其行事的任何人士均未从事，也不会从事与股份有关的 S 规例所界定的任何定向销售活动；
- (r) 其已收到其认为对于评估认购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估认购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、保荐人兼整体协调人、整体协调人或联席保荐人发问及取得答复，并且本公司已向投资者或其代理提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；
- (s) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、保荐人兼整体协调人、整体协调人、联席保荐人和/或其他包销商（包括其各自的董事、高管、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或其代表可能于本协议签署之日或之前向投资者提供的任何其他信息（无论是否由本公司、保荐人兼整体协调人、整体协调人、联席保荐人、其他包销商及其各自附属人士、代表或顾问等编制），而本公司、保荐人兼整体协调人、整体协调人、联席保荐人、其他包销商及其各自的董事、高管、雇员、顾问、代理、代表、联系人、合伙人和附属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给与任何保证或承诺；且本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商及其各自的董事、高管、雇员、顾问、代理、代表、联系人、合伙人及其附属人士现时或将来概不因投资者或其各自董事、高管、雇员、顾问、代理、代表、联系人、合伙人和附属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；
- (t) 保荐人兼整体协调人、整体协调人、联席保荐人、其他包销商及其各自董事、高管、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明者外，本公司及其董事、高管、雇员、附属公司、代理、联系人、附属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就此相关的任何其他事项向投资者作出任何保证、陈述或建议；

- (u) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (v) 投资者已就本公司、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，抑或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何保荐人兼整体协调人、整体协调人、联席保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见或建议（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商或其各自联系人、联属人士、董事、高管、雇员、雇问或代表均不对投资者股份的认购或任何交易的任何税务、法律、货币或其他经济等后果承担任何责任；
- (w) 投资者理解目前不存在关于投资者股份的公开市场，且本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商或其各自的附属公司、联属人士、董事、高管、雇员、代理、代表、联系人、合伙人及顾问或参与全球发售的任何其他方概无就投资者股份将存在公开或活跃市场而作出任何保证；
- (x) 如果出于任何原因，全球发售无法完成，本公司、保荐人兼整体协调人、整体协调人、联席保荐人或其各自任何联系人、联属人士、董事、高管、雇员、顾问、代理或代表均不对投资者或其附属公司负有任何责任；
- (y) 本公司、保荐人兼整体协调人和整体协调人将拥有改变或调整以下事项的全权绝对酌情决定权：(i)全球发售项下将要发行的股份数目；和(ii)香港公开发售和国际发售项下分别将要发行的股份数目；
- (z) 投资者同意总投资额及相关经纪佣金和征费的支付应在上市日期或者按照第 4.5 条约定的其他日期香港时间上午 8:00 作出；及
- (aa) 股份的任何买卖均须遵守适用法律，包括根据证券及期货条例、上市规则、证券法及任何其他适用法律或任何其他主管证券交易所的相关规则下的股份买卖限制；
- (bb) 本公司不会认可依照本协议限制以外的其他条件、针对相关股份进行的发售、出售、质押或其他转让；及
- (cc) 除本协议之外，作为一方的投资者与作为另一方的本公司、本公司任何股东、保荐人兼整体协调人、整体协调人和/或联席保荐人之间目前没有关于全球发售的其他协议。

6.2 投资者向本公司、保荐人兼整体协调人、整体协调人和联席保荐人进一步陈述、保证及承诺：

- (a) 其根据其成立地法律正式成立、有效存续且资信良好，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其有资格接收和使用本协议项下之信息（包括本协议、招股章程草案和初步发售通函草案等），而该等接收和使用不会违反对该投资者适用的一切法律或要求在该投资者所在的司法管辖区进行任何登记或许可；
- (c) 其具有拥有、使用、租赁和经营其资产以及按现有方式开展业务的法定权利和权限；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）并且除第3.1条载明的条件外，其在本协议项下的义务履行无需任何政府及监管机构或其各方的任何同意、批准和授权；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者且系投资者为了认购本协议项下投资者股份以及订立和履行本协议拟议交易需要获得的所有同意、批准、授权、许可和登记（“批准”），该等批准保持全面有效且无需满足任何尚未满足或得到履行的前提条件。截至本协议签署之日，所有批准均未被撤销，投资者也不知晓可能导致批准失效、被撤回或撤销的任何事实或情况。投资者进一步同意并承诺，如果出于任何原因，批准不再具有完全效力，其将立即通知本公司、保荐人兼整体协调人、整体协调人和联席发起人；
- (h) 投资者签署和交付本协议、履行本协议以及投资者股份的认购以及完成本协议预期的交易不会违反或导致投资者违反：(i) 投资者的组织大纲和章程或其他组织性或章程性文件，或 (ii) 投资者就本协议预期交易需遵守的，或就投资者认购投资者股份可能适用的任何司法管辖区的法律，(iii) 对投资者具有约束力的任何协议或其他文书，或 (iv) 对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“监管机构”）规定的时间内，直接或通过公司、保荐人兼整体协调人、整体协调人和/或联

席保荐人间接地向联交所、证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等监管机构要求的信息（包括投资者股份最终实益拥有者和/或最终负责对购买发出指示人员的身份信息（如有））。投资者进一步授权公司、保荐人兼整体协调人、整体协调人、联席保荐人或其各自的附属人士向该等监管机构披露该等机构可能要求的与本协议项下交易有关的所有信息；

- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的优点及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；
- (k) 投资者以及（如适用）投资者附属公司是专业投资者或其常规业务是购买或出售股票或债券，投资者以及（如适用）投资者附属公司已经阅读并理解附表三中载明的专业投资者通知（通知）并就其购买投资者股份，同意该通知的内容，而就本条而言，通知中的“我们”指本公司及其各自附属人士，及中金国际集团公司（定义见附表三）而“阁下”指投资者（以及投资者附属公司，如适用），并且“我们的”和“阁下的”则作相应解释；
- (l) 投资者以及（如适用）投资者附属公司不会因为或通过签订本协议或进行其项下预期的交易而成为或被视为是任何保荐人兼整体协调人、整体协调人或联席保荐人的客户；
- (m) 除非根据适用法律和法规而适用于豁免，如果任一联席发起人向投资者推销或推荐任何金融产品，在考虑投资者的财务状况、投资经验和投资目标后，该金融产品必须合理地适合于投资者。本协议的任何其他条款或任一联席发起人的任何其他文件均不得要求投资者签署，并且任一联席发起人也不得要求投资者作出任何违背本段的声明。在本段中，“金融产品”指证券及期货条例下界定的任何证券、期货合约或杠杆外汇合约，而“杠杆外汇合约”指由证券及期货条例下第3类受规管活动的持牌人所交易的合约；
- (n) 其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其在本协议购买的任何投资者股份，且投资者无权提名任何人士担任公司的董事或高管；
- (o) (i) 如果认购投资者股份发生在美国，他们其中的一方为合资格机构投资者；或(ii) 如果认购投资者股份发生在美国境外，则按照证券法S规例中定义的“境外交易”实施且其不是美国人士；
- (p) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (q) 投资者及其实益拥有者和/或联系人：(i)系独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会构成“关连交易”（定义见上市规则），也不会使

投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见香港公司收购及合并守则及股份回购守则）；且(iii)不由本公司或其附属公司、其董事、现任股东或其各自紧密联系人或高级管理层、其的任何核心关连人士（定义见上市规则）、现任股东、附属公司或其各自紧密联系人（定义见上市规则）予以直接或间接资金提供、资助或支持，且不习惯于接受并且未曾接受本公司、其现任股东或董事或其各自紧密联系人或高级管理人、其任何此类核心关连人士（定义见上市规则）、现任股东、附属公司、或其各自紧密联系人（定义见上市规则）对本公司证券进行购买、处置、投票或任何其他处置的指示并且(iv)不属于上市规则附录六第5段所述各种类别的人士；

- (r) 投资者及其实益拥有人和/或联系人均不是任何保荐人兼整体协调人、整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售的包销商、牵头经纪或任何分销商的“关连客户”。“关连客户”、“牵头经纪”及“分销商”应具有上市规则附录六（股本证券的配售指引）赋予其的涵义；
- (s) 根据全权委托投资协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“全权委托投资”应具有上市规则附录六（股本证券的配售指引）赋予其的涵义；
- (t) 投资者及其实益拥有人或其各自的联系人均不是本公司的董事（包括在之前12个月内作为董事）、监事或现任股东，或任何前述人士的联系人或被提名人；
- (u) 投资者未与任何“分销商”（定义见证券法项下的S 规例）就股份的分销曾经或将要订立任何合同安排，但与其附属人士或者经本公司事先书面同意的除外；
- (v) 认购投资者股份将遵守上市规则附录六（股本证券的配售指引）以及联交所指引信HKEX-GL51-13和HKEX-GL85-16并且投资者不得以任何将导致本公司、联席保荐人、保荐人兼整体协调人和/或整体协调人违反该等规定的方式行事；
- (w) 投资者及其紧密联系人（具有上市规则中的含义）于本公司已发行股本总额中的持股总额（直接或间接）不得造成由公众持有的（具有上市规则中的含义）本公司证券总数低于上市规则要求的百分比或低于联交所批准的其他百分比；
- (x) 在经过投资者适当和仔细的群问后，在投资者已知的范围内，投资者、其各自的实益拥有人和/或联系人认购本协议项下的投资者股份未使用本公司、其任何附属公司或本公司任何关连人士、现任股东或其各自紧密联系人、任何保荐人兼整体协调人、整体协调人、联席保荐人或者全球发售的任何包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独

立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；

- (y) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；
- (z) 投资者及其任何联系人均不会申购全球发售下的任何股份，根据本协议规定的除外；
- (aa) 作为一方投资者或其附属人士、董事、高管、雇员或代理人均未曾也不得与本公司或集团任何成员、本公司控股股东及其各自附属人士、董事、高管、雇员和代理人订立或作出任何与上市规则（包括联交所指引信 HKEX-GL51-13）不符的协议或安排，包括任何补充信函；
- (bb) 除非按照本协议的规定，投资者并未与任何政府机关或任何第三方订立任何与投资者股份有关的安排、协议或承诺；及
- (cc) 投资者及其联系人均未曾，也不会通过累计投标方式申购或者下单买卖全球发售下的股份，根据本协议规定的除外。

6.3 投资者向本公司、保荐人兼整体协调人、整体协调人和联席保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明均真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及/或公司、保荐人兼整体协调人、整体协调人和/或联席保荐人可能发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在需要的最小的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）和/或有关公司、保荐人兼整体协调人、整体协调人和/或联席保荐人为确保其遵守适用法律和/或公司或证券登记和/或相关监管机构（包括联交所和证监会）而合理要求事项的其他信息和/或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均真实、准确、完整且不具有误导性。

6.4 投资者理解，第 6.1 条及第 6.2 条中的陈述和确认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商及其各自的附属公司、代理人、附属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述或确认的任何方面不再准确和完整或具有误导性，将立即书面通知本公司、保荐人兼整体协调人、整体协调人及联席保荐人。

6.5 投资者同意并承诺，对于向公司、保荐人兼整体协调人、整体协调人、联席保荐人和全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的附属人士）、证券法中定义的控制其的任何人士、及其各自的高管、董事、雇

员、员工、联系人、合伙人、代理人和代表（合称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的，由受偿方直接或间接遭受或发生的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害（包括投资者或投资者的全资附属公司（在任何相关股份将由该全资附属公司持有的情况下）或其的高管、董事、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为），以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将按税后基准按要求全面有效地补偿该等受偿方并使其不受损害。

6.6 投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条和第 6.5 条（视情况而定）中作出的每一项协定、确认、认可、陈述、保证及承诺应理解为单独的协定、确认、认可、陈述、保证或承诺，并应视为在上市日重复作出。

6.7 本公司陈述、保证并承诺：

- (a) 其依据开曼群岛的法律合法设立并合法存续；
- (b) 其具有全面的权力、权利、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；
- (c) 在已支付第4.2条项下规定的总投资额并且遵守第5.1条规定的禁售期的前提下，投资方股份将并且在根据第4.4条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的股份处于同一顺位；
- (d) 公司及其控股股东（定义见上市规则）、任何集团成员及其各自的联属人士、董事、高管、员工及代理人均未与任何投资者、或联属人士、董事、高管、员工或代理人达成任何与上市规则（包括联交所指引信 HKEX-GL51-13）不符的协议或安排，包括任何补充信函；以及
- (e) 除本协议规定的以外，公司、或任何集团成员及其各自的任何联属人士、董事、高管、员工及代理人未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

6.8 本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中股份的其他投资者具有相同权利。

7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第3.2条或第4.6条终止；

- (b) 如果投资者在国际发售的交割或者的当日或之前违反本协议（包括投资者违反本协议项下的陈述、保证、承诺和确认），则本公司、保荐人兼整体协调人、整体协调人和联席保荐人的每一方可经其各自全权酌情权自行终止本协议（即便有任何与本协议相反的规定）；或
 - (c) 所有各方书面同意后终止本协议。
- 7.2 如果根据第 7.1 条终止本协议，各方无需再继续履行其在本协议项下的各自义务（下文第 8.1 条项下的保密义务除外），除了尽快并在上市日期后的五（5）个营业日内退还投资者已支付的款项外，各方在本协议项下的权利和责任（上文第 6.5 条及下文第 11 条项下的权利除外）应终止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。
- 7.3 为免生疑问，投资者于本条中提供的赔偿应在本协议终止后继续有效。

8. 公布和保密

- 8.1 除非本协议中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、保荐人兼整体协调人、整体协调人、联席保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：
- (a) 向联交所、证监会及/或本公司、保荐人兼整体协调人、整体协调人和/或联席保荐人受制的监管机构披露，且公司待发布的公开文件、营销和路演材料以及公司、保荐人兼整体协调人、整体协调人和/或联席保荐人待发布的与全球发售有关的其他公告中可对投资者的背景以及公司和投资者之间的关系作出说明；
 - (b) 向需知晓的各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理人披露，但前提是披露方应：
 - (i) 促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，并且(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理人违反该等保密义务的行为负责；以及
 - (c) 任何一方根据任何适用法律或对该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和证监会）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并供公众查阅），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

- 8.2 除以上情形外，任何一方不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非其他方已就该等披露的原则、形式及内容提前达成了书面一致意见。
- 8.3 公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者分别应与本公司、保荐人兼整体协调人、整体协调人和联席保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性且公开文件中没有遗漏重大信息，并应在合理的所需范围内向本公司、保荐人兼整体协调人、整体协调人和联席保荐人及其各自的法律顾问提供相应的意见和证明文件。
- 8.4 投资者立即承诺就编制第 9.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景资料、其与本公司之间的关系、其所有权（包括最终实益所有权）、和/或公司、保荐人兼整体协调人、整体协调人或联席保荐人为了以下目的可能合理要求的事项的进一步信息和/或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，和(ii)使公司遵守适用的公司或证券登记要求和/或主管监管机构（包括联交所和证监会）的要求。

9. 通知

- 9.1 本协议下传达的所有通知应以书面形式并以英文或中文写就（中英文文本所载内容存在不一致的，以中文文本所载内容为准），且应以第 10.2 条要求的形式发送至以下地址：

如发送至本公司，则发送至：

地址：	香港新界沙田香港科学园20E号楼3楼 303及305室
传真：	+852 2507 3532
收件人：	董事会
电邮：	jasonchen@orbusneich.com

如发送至投资者，则发送至：

地址：	香港中环港景街1号国际金融中心一期 29楼
传真：	+852 2872 2101 / +86 21 5879 7827
收件人：	孙勇
电邮：	545879401@qq.com

如发送至中金国际，则发送至：

地址：	香港中环港景街1号国际金融中心一期 29楼
传真：	+852 2872 2101 / +86 21 5879 7827
收件人：	單德強

电邮: Charles.Sin@cicc.com.cn

如发送至建银国际, 则发送至:

地址: 香港中环干诺道中3号中国建设银行大厦12楼
传真: +852 2918 4903
收件人: 袁曉東 / 张汝昕 / 敖然
电邮: PROJECT_TAURUS@ccbintl.com

如发送至法巴证券, 则发送至:

地址: 香港中环金融街8号国际金融中心二期60至63楼
传真: +852 2865 2523
收件人: 王渊
电邮: Ryan.y.wang@asia.bnpparibas.com

9.2 本协议项下交付的任何通知应以专人交付、电邮或传真发送、或预付邮资的邮寄方式送达。通知如由专人交付, 则在送达之时视作收妥; 如由电邮发送, 则在发送之时视作收妥; 如由传真发送, 则在收到传送确认后视作收妥; 如以预付邮资的邮件寄出(若无证据表明此前已收妥), 则在寄出后满 48 小时(或满 6 日, 如为航空邮件)视作收妥。如通知于非营业日获收, 则视作在下一营业日收妥。

10. 一般规定

- 10.1 每一方确认并陈述, 本协议已获其正式授权, 并由其妥为签署并交付; 本协议构成各方合法、有效、具有约束力的义务, 并可据本协议条款对其强制执行; 除本公司为进行全球发售而可能要求的同意、批准和授权外, 该方在履行其在本协议下义务时, 无需获得任何公司、股东或其他方的同意、批准或授权, 且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 就本协议而言, 本公司、保荐人兼整体协调人和整体协调人善意作出的有关投资者股份数目及发售价以及投资者根据本协议第 4.2 条需要支付的款项的计算和认定应具有决定性和约束力, 但有明显错误者除外。
- 10.3 本协议中规定的各联席保荐人、保荐人兼整体协调人和整体协调人的义务是个别的(而不是共同的, 也不是连带的)。保荐人兼整体协调人和整体协调人对任何联席保荐人、保荐人兼整体协调人和整体协调人(除自身以外)未能履行其各自在本协议下的义务不承担任何责任, 并且此类未能履行义务的情况不得影响保荐人兼整体协调人和整体协调人(除自身以外)执行本协议条款的权利。尽管有上述规定, 在适用法律允许的范围内, 各保荐人兼整体协调人和整体协调人均有权单独地或与保荐人兼整体协调人和整体协调人(除自身以外)共同执行其在本协议下的任何或所有权利。

- 10.4 投资者、公司、保荐人兼整体协调人、整体协调人和联席保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意和/或批准相互配合。
- 10.5 对本协议的任何修改或更改应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议将仅以中文签署。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议预期的任何交易产生的印花税应由相关转让方/卖方和相关受让方/买方平均承担。
- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 除投资者签订的不披露协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除本第 10.11 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。
 - (b) 在未获得第 10.11(a) 条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 保荐人兼整体协调人、整体协调人和联席保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等保荐人兼整体协调人、整体协调人或联席保荐人仍应分别而非共同地或连带地对根据本款被授予相关权利、职责、权力及/或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定

的权利或其他权利)。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

- 10.14 如果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得非法、无效或不可强制执行，不得影响或损害：
- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或
 - (b) 该等规定或本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。
- 10.15 本协议应对各方及其各自的继承人、执行人、管理人、承继人和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。
- 10.16 如果投资者在上市日当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、保荐人兼整体协调人、整体协调人和联席保荐人（如适用）有权解除本协议，且各方在本协议下的所有义务应立即中止。
- 10.17 每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. 适用法律和仲裁

- 11.1 本协议及各方之间的关系应受香港特别行政区的法律管辖，并据以解释。
- 11.2 各方服从香港法院的排他性司法管辖权。

12. 豁免权

如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. 法律程序文件代理人

- 13.1 投资者不可撤销地同意委任位于香港中环港景街 1 号国际金融中心一期 29 楼的中金国际，为且代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者或由投资者转交）。
- 13.2 如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为本公司、保荐人兼整体协调人、整体协调人和联席保荐人认可的替代法律程序文件代理人，并在此等委任的 30 天内，向本公司、保荐人兼整体协调人、整体协调人和联席保荐人送达一份新法律程序文件代理人的接受委任书。

14. 副本

- 14.1 本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成同一文书。以电子邮件附件（pdf 格式）或传真形式交付的签字后的本协议签字页相同文本应视为有效的交付形式。

各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

为且代表：

業聚醫療集團控股有限公司 (ORBUSNEICH MEDICAL GROUP HOLDINGS LIMITED)

簽署：



姓名：錢永勛

职务：董事

为且代表：

杭州富陽產業基金投資管理有限公司(HANGZHOU FUYANG INDUSTRIAL FUND INVESTMENT MANAGEMENT CO., LTD.)

簽署：



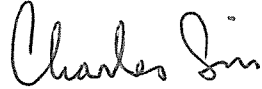
姓名：孫勇

职务：總經理

为且代表:

中國國際金融香港證券有限公司 (CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED)

簽署:



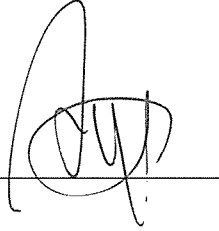
姓名: Sin Tak Keung

职务: Executive Director

为且代表：

建銀國際金融有限公司 (CCB INTERNATIONAL CAPITAL LIMITED)

签署：

A handwritten signature in black ink, consisting of a large, stylized 'M' and 'P' intertwined, positioned above a horizontal line.

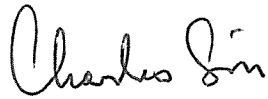
姓名： Michelle Pan

职务： Managing Director

作为法國巴黎證券（亞洲）有限公司 (BNP PARIBAS SECURITIES (ASIA) LIMITED)
的受权人：

中國國際金融香港證券有限公司 (CHINA INTERNATIONAL CAPITAL
CORPORATION HONG KONG SECURITIES LIMITED)

由以下人士为且代表签署：



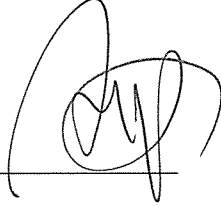
姓名： Sin Tak Keung

职务： Executive Director

作为法國巴黎證券（亞洲）有限公司 (BNP PARIBAS SECURITIES (ASIA) LIMITED)
的受权人：

建銀國際金融有限公司 (CCB INTERNATIONAL CAPITAL LIMITED)

由以下人士为且代表签署：

A handwritten signature in black ink, consisting of several loops and a vertical stroke, positioned above a horizontal line.

姓名： Michelle Pan

职务： Managing Director

附表一 投资者股份

投资者股份的数目

投资者股份的数目应等于：(1)314,000,000 港元（不包括投资者就投资者股份将要支付的经纪费和交易征费）除以(2)发售价，向下约整至最接近每手 500 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 条规定及联交所给予的豁免（如有），如果香港公开发售出现超额认购，则投资者根据本协议认购的投资者股份可能会因股份在国际发售与香港公开发售的重新分配而受影响。如果对香港公开发售股份的总需求量在本公司最终版招股书标题为“全球发售的架构—香港公开发售—重新分配及回补”一节所述的范围内，则投资者股份的数量将按比例减少，以满足香港公开发售的公开需求。

附表二 投资者详情

投资者

成立地:	中华人民共和国
公司成立号:	91330183MA28MEB65G
营业登记号:	91330183MA28MEB65G
主营业务:	在国家法律法规允许的范围内发起和管理产业基金，经营实业投资，投资管理，受托资产管理，投资咨询（除证券、期货），其他依法须经批准的投资管理
最终控股股东:	杭州市富阳区人民政府国有资产监督管理办公室
最终控股股东的成立地:	中华人民共和国
最终控股股东的营业登记号:	11330183MB0W246937
最终控股股东的主营活动:	国有资产在规定范围内的经营、监督管理
股东及所持股权:	N/A
加入到招股书中的投资者描述	杭州富阳产业基金投资管理有限公司（富阳产业基金）为一家于2017年3月3日在中国境内成立的有限公司。在中国杭州市富阳区人民政府的战略指导下，其主要从事产业投资及投资管理，尤其是在生物医药、智能制造、数字安全及集成电路领域。富阳产业基金为杭州富阳投资发展有限公司的全资附属公司，而杭州富阳投资发展有限公司为中国杭州市富阳区人民政府国有资产监督管理委员会的全资附属公司。

附表三 专业投资者通知

专业投资者通知

本专业投资者通知系针对阁下与中国国际金融香港证券有限公司（中央编号 AEN894）、中国国际金融香港资产管理有限公司（中央编号 ANA195）和/或中国国际金融香港期货有限公司（中央编号 AWQ263）（“中金国际集团公司”）之间达成的或者通过中金国际集团公司（合称为“我们”）达成之交易。

作为专业投资者的待遇通知（“通知”）

阁下属于《证券及期货（专业投资者）规则》（香港法例第 571 D 章）所述某一类别的专业投资者。阁下特此确认阁下属于该规则所示的一类或多类专业投资者。此外，阁下特此同意阁下将每年与我们确认阁下继续属于附件所示的一类专业投资者（当然，前提是阁下继续符合该规则所载相关标准）。

针对阁下将通过我们投资的所有投资产品和市场，您将被视为《证券及期货事务监察委员会持牌人或注册人操守准则》（“准则”）下的专业投资者。如果阁下认为阁下不属于专业投资者或者阁下不再符合成为专业投资者的要求，请立即书面通知我们。

请注意，如果阁下并未向上述所有中金国际集团公司请求提供服务，而阁下在日后向其他中金国际集团公司请求提供服务，它们将有权依赖于阁下签署的本协议第 6.2(k)条有关专业投资者的声明并将相应地视阁下为专业投资者。请注意，任何中金国际集团公司可随时不再将阁下视为准则下的专业投资者，无论是否针对所有产品或市场或其中的任何部分。

1. 归类为专业投资者的后果

由于我们视阁下为准则下的专业投资者，故我们无须满足准则下的某些要求。此外，由于阁下属于《证券及期货（专业投资者）规则》（香港法例第 571 D 章）所述的一类人士，我们被免于遵守其他香港法规下的某些要求。尽管我们在向阁下提供服务时实际可能作出一些或全部下述行为，但我们并不负有如此行为的监管责任：

- (a) 告知阁下我们的业务以及我们雇员及其他代表我们行事的人的身份和状况；
- (b) 在为阁下进行一笔交易后，及时与阁下确认交易的主要特点；
- (c) 向阁下提供《证券及期货（成交单据、户口结单及收据）规则》下规定的，在其他情况下可能需要的任何成交单据、户口结单或收据，阁下对我们另有相反指示的除外；
- (d) 若阁下希望通过香港联合交易所有限公司买卖获准于纳斯达克 - 美国证券交易所试验计划下进行交易的证券，向阁下提供有关该计划的文件。

被视为专业投资者存在风险和后果，特别是不会向阁下提供的信息。阁下有权不被视为专业投资者，无论是否针对所有产品或市场或其中的任何部分。

2 其他规定

除适用法律和法规允许的范围外，本通知的任何内容并未取消、排除或限制阁下在香港法律下的任何权利或我们在香港法律下的义务。我们可以作出任何我们认为对于确保遵守任何适用法律或监管规定而言必要或适宜的作为或不作为。阁下承认并同意，阁下的交易应遵守并且阁下应遵守所有适用法律和监管规定及要求。

DATED 11 December 2022

ORBUSNEICH MEDICAL GROUP HOLDINGS LIMITED
(業聚醫療集團控股有限公司)

THE CONTROLLING SHAREHOLDERS
(whose names appear in SCHEDULE 1)

**CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED**
(中國國際金融香港證券有限公司)

CCB INTERNATIONAL CAPITAL LIMITED
(建銀國際金融有限公司)

BNP PARIBAS SECURITIES (ASIA) LIMITED
(法國巴黎證券(亞洲)有限公司)

CLSA LIMITED
(中信里昂證券有限公司)

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED
(招商證券(香港)有限公司)

ZMF ASSET MANAGEMENT LIMITED
(中募金融資產管有限公司)

FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED
(富途證券國際(香港)有限公司)

and

YUE XIU SECURITIES COMPANY LIMITED
(越秀證券有限公司)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of initially
5,464,000 Shares (subject to reallocation)
of nominal value of US\$0.0005 each in the share capital of
OrbusNeich Medical Group Holdings Limited
being part of a global offering of initially
54,633,000 Shares

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THIS AGREEMENT is made on 11 December 2022

AMONGST:

- (1) **ORBUSNEICH MEDICAL GROUP HOLDINGS LIMITED** (業聚醫療集團控股有限公司) of Units 303 & 305, 3/F, Building 20E, Hong Kong Science Park, Shatin, N.T., Hong Kong (the “**Company**”);
- (2) **THE PERSONS LISTED IN SCHEDULE 1**, whose respective names and addresses are set out in SCHEDULE 1 (the “**Controlling Shareholders**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** (中國國際金融香港證券有限公司) of 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);
- (4) **CCB INTERNATIONAL CAPITAL LIMITED** (建銀國際金融有限公司) of 12/F, CCB Tower, 3 Connaught Road Central, Central Hong Kong (“**CCBI**”);
- (5) **BNP PARIBAS SECURITIES (ASIA) LIMITED** (法國巴黎證券(亞洲)有限公司) of 60/F-63/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong SAR, China (“**BNP**”);
- (6) **CLSA LIMITED** (中信里昂證券有限公司) of 18/F One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”);
- (7) **CHINA MERCHANTS SECURITIES (HK) CO., LIMITED** (招商證券(香港)有限公司) of 48/F One Exchange Square, 8 Connaught Place, Central, Hong Kong (“**CMS**”);
- (8) **ZMF ASSET MANAGEMENT LIMITED** (中募金融資管有限公司) of 2502 World Wide House, 19 Des Voeux Road Central, Hong Kong (“**ZMF**”);
- (9) **FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED** (富途證券國際(香港)有限公司) of Unit C1-2 13/F, United Centre No. 95 Queensway, Admiralty, Hong Kong (“**Futu**”); and
- (10) **YUE XIU SECURITIES COMPANY LIMITED** (越秀証券有限公司) of Rooms Nos. 4917-4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (“**YXS**”).

RECITALS:

- (A) The Company is an exempted company with limited liability incorporated in Cayman Islands on 22 July 2021. The Company was registered as a non-Hong Kong company under Part 16 of the Companies Ordinance) on 15 September 2021.
- (B) As at the date of this Agreement:
 - (i) the Company has an authorised share capital of US\$600,000 with a nominal value of US\$0.0001 each;
 - (ii) the Company has a total of 2,884,499,621 ordinary shares, 234,784,854 series A preferred shares and 746,400,213 series A-2 preferred shares, all with par value of US\$0.0001 each, in issue; and

- (iii) the Controlling Shareholders in aggregate are the legal and beneficial owners of 2,607,619,220 ordinary shares in the Company, representing approximately 67.46% of the issued share capital of the Company.
- (C) Pursuant to the resolutions passed by the Shareholders, it was resolved that conditional on (1) the Listing Committee granting the listing of, and permission to deal in the Shares in issue and to be issued in the Hong Kong Prospectus; and (2) the obligations of the Underwriters under the Underwriting Agreements becoming unconditional and the Underwriting Agreements not being terminated in accordance with their respective terms or otherwise, every five ordinary shares with par value of US\$0.0001 each in the Company's issued and unissued share capital will be consolidated into one share of the corresponding class with par value of US\$0.0005 each (“**Share Consolidation**”) and all issued and unissued preferred shares of the Company will be re-designated and re-classified as ordinary shares (“**Re-designation**”) immediately prior to the Global Offering.
- (D) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell Shares to the public in Hong Kong in the Hong Kong Public Offering and will concurrently offer and sell Shares outside the United States to institutional and professional investors and other investors expected to have a sizeable demand for the Shares in the International Offering.
- (E) The Joint Sponsors have made an application on behalf of the Company on 30 September 2021 and refiled the application on 20 April 2022 and 23 November 2022 respectively to the Listing Division of the SEHK for the listing of, and permission to deal in the Shares on the Main Board of SEHK.
- (F) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (G) The Company and the Controlling Shareholders have agreed to give the representations, warranties, undertakings and indemnities set out in this Agreement in favour of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters.
- (H) The Company has appointed Computershare Hong Kong Investor Services Limited to act as its Hong Kong share registrar, Conyers Trust Company (Cayman) Limited to act as its share registrar in Cayman Islands, and both of them as transfer agents for the Shares.
- (I) The Company has appointed Hang Seng Bank Limited and CMB Wing Lung Bank Limited as the Receiving Banks for the Hong Kong Public Offering and Hang Seng (Nominee) Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.
- (J) The Company, the Controlling Shareholders, the Overall Coordinators, the Joint Global Coordinators, the CMIs and the International Underwriters, among others, intend to enter into the International Underwriting Agreement for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (K) At a meeting of the board of Directors of the Company held on 29 November 2022, resolutions were passed pursuant to which, *inter alia*, the Directors approved, and any one Director 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 terms and expressions shall have the respective meanings set out below:

“**Acceptance Date**” means 16 December 2022, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

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

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

“**AFRC Transaction Levy**” means the FRC transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed under the Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong);

“**Analyst Presentation Materials**” means all information and documents issued, given or presented in the syndicate research analyst presentations conducted by the Company in connection with the Global Offering or otherwise provided to syndicate research analysts by the Company;

“**Application Form**” means the GREEN application form(s) to be completed by the White Form eIPO Service Provider in connection with the Hong Kong Public Offering;

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

“**Application Proof**” means the application proof of the prospectus of the Company posted on the SEHK’s website at <http://www.hkexnews.hk> on 24 November 2022;

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

“**Articles of Association**” means the amended and restated articles of association of the Company conditionally adopted on 5 December 2022 with effect from the Listing Date, and as amended from time to time;

“**Authority**” means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

“**Board**” means the board of the 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 and any day on which a tropical cyclone warning no. 8 or above or a “black” rainstorm warning signal is in force at any time between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) in Hong Kong on which banks in Hong Kong are open generally for normal banking business to the public;

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

“**CMIs**” means CICC, CCBI, BNP, CITIC CLSA, CMS, ZMF, Futu and YXS;

“**Code of Conduct**” means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission;

“**Companies Ordinance**” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

“**Companies (WUMP) Ordinance**” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong);

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

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

“**Contracts (Rights of Third Parties) Ordinance**” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong);

“**Controlling Shareholders**” or “**Controlling Shareholders**” has the meaning in SCHEDULE 1;

“**Cornerstone Investment Agreement**” means the cornerstone investment agreement entered into between, *inter alia*, the Company, the Joint Sponsors, Overall Coordinators, and/or their respective affiliate(s) and a cornerstone investor as described in the Hong Kong Prospectus;

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

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

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

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

“**Extreme Conditions**” means any extreme conditions or events, the occurrence of which will cause interruption to the ordinary course business operations in Hong Kong and/or that may

affect the last date of lodging applications under the Hong Kong Public Offering and/or the Listing Date;

“**Final Offering Circular**” means the final offering circular expected to be issued by the Company in connection with the International Offering, including all amendments and supplements to it;

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

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

“**Group**” means the Company and its subsidiaries from time to time or, where the context so requires, in respect of the period prior to the Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of the Company at the relevant time, and the expression “**member of the Group**” shall be construed accordingly;

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

“**HKSCC**” means Hong Kong Securities Clearing Company Limited;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China;

“**Hong Kong Offer Shares**” means 5,464,000 new Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.5, 4.11 and 4.12, as applicable;

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

“**Hong Kong Prospectus Date**” means the date of issue of the Hong Kong Prospectus, which is expected to be on 13 December 2022;

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

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

“**Hong Kong Public Offering Documents**” means the Hong Kong Prospectus and the Application Form;

“**Hong Kong Public Offering Over-Subscription**” has the meaning ascribed to it in Clause 4.11;

“**Hong Kong Public Offering Under-Subscription**” has the meaning ascribed to it in Clause 4.6;

“Hong Kong Public Offering Underwriting Commitment” means, in relation to any Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure purchasers to subscribe for, or failing which itself as principal apply to subscribe for, pursuant to the terms of this Agreement;

“Hong Kong Share Registrar” means Computershare Hong Kong Investor Services Limited;

“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;

“Hong Kong Underwriters” means CICC, CCBI, BNP, CITIC CLSA, CMS, ZMF, Futu and YXS, and **“Hong Kong Underwriter”** means any of them;

“Incentive Fee” has the meaning ascribed to it in Clause 6.1;

“Indemnified Parties” means (i) the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters; (ii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 3.9; (iii) their respective partners, directors, officers, shareholders, employees and agents; (iv) all partners, directors, officers, shareholders, employees and agents of their respective subsidiaries, head offices and branches, associates and affiliates directly involved in the Global Offering; and (v) the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any of them;

“Indemnifying Parties” has the meaning ascribed to it in Clause 12.1;

“Industry Consultant” means China Insights Industry Consultancy Limited, the independent industry consultant for the Company;

“Internal Control Consultant” means Grant Thornton Advisory Services Limited, the internal control consultant to the Company;

“International Offer Shares” means 49,169,000 Shares initially being offered by the Company for subscription under the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement;

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

“International Offering Documents” means the Disclosure Package and the Final Offering Circular;

“International Offering Underwriting Commitment” means, in relation to any International Underwriter, the number of International Offer Shares in respect of which such International Underwriter has agreed to purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

“International Underwriters” means the persons named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering to be entered into by, among others, the Company, the Controlling Shareholders, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the International Underwriters;

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

“Joint Bookrunners” means CICC, CCBI, BNP, CITIC CLSA, CMS, ZMF, Futu and YXS, being the joint bookrunners of the Global Offering;

“Joint Global Coordinators” means CICC and CCBI, BNP and CITIC CLSA, being the Joint Global Coordinators of the Global Offering;

“Joint Lead Managers” means CICC, CCBI, BNP, CITIC CLSA, CMS, ZMF, Futu and YXS, being the joint lead managers to the Global Offering;

“Joint Sponsors” means CICC and CCBI, being the joint sponsors of the Company's listing on the SEHK;

“Joint Sponsors Engagement Letter” means the engagement letter dated 28 June 2021 (as amended and restated by the engagement letter entered dated 23 September 2022) entered into among CICC, CCBI and the Company in respect of the appointment of CICC and CCBI as joint sponsors to the Global Offering;

“Laws” means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, resolutions, regulations or rules (including, without limitation, any and all regulations, rules (including, without limitation, the Listing 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 Approval” means the grant by the Listing Committee of the SEHK of the listing of, and permission to deal in, the Shares on the Main Board of the SEHK;

“Listing Committee” means the listing committee of the SEHK;

“Listing Date” means the first day on which the Shares commence trading on the Main Board of the SEHK (which is expected to be on 23 December 2022) or such other date as the Company and the Overall Coordinators 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 letters, and other requirements of the SEHK;

“Material Adverse Change” means a material adverse change, or any development involving or likely to be a prospective material adverse change, in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company and other members of the Group, taken as a whole;

“Nominee” means Hang Seng (Nominee) Limited;

“**OC Announcement**” means the announcement dated on 23 November 2022 setting out the name(s) of the overall coordinator(s) appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

“**OC Engagement Letters**” means the engagement letters dated (i) 23 September 2022 entered into between CICC and the Company in respect of the appointment of CICC as an overall coordinator, a CMI, joint global coordinator, joint bookrunner and joint lead manager to the Global Offering and (ii) 14 October 2022 entered into between BNP and the Company in respect of the appointment of BNP as an overall coordinator, a CMI, joint global coordinator, joint bookrunner and joint lead manager to the Global Offering;

“**Offer Price**” means HK8.80 per Offer Share, being the final price per Offer Share (exclusive of the Brokerage, the Trading Fee, the Transaction Levy and the AFRC Transaction Levy) at which the Offer Shares are to be subscribed for or purchased (as the case may be) under the Global Offering;

“**Offer Shares**” means the Hong Kong Offer Shares and the International Offer Shares;

“**Offering Documents**” means the Hong Kong Public Offering Documents, International Offering Documents and any other documents, materials, communications or information made, issued, given, arising out of 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, whether or not approved by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Underwriters;

“**Operative Documents**” means the Receiving Banks Agreement, the Registrar Agreement, the White Form eIPO Service Provider Agreement and Cornerstone Investment Agreement, including all amendments and supplements to any of them;

“**Overall Coordinators**” means CCBI together with CICC and BNP, being the Overall Coordinators to the Global Offering, and each an Overall Coordinator;

“**PHIP**” means the post hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on 4 December 2022, as amended or supplemented by an amendment or supplement thereto posted on the SEHK’s Website from that date through to the time of the registration of the Hong Kong Prospectus (if any);

“**Post-IPO Share Option Scheme**” means the share option scheme conditionally adopted by the Company on 5 December 2022;

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

“**Pre-IPO Share Option Scheme**” means the share option scheme approved and adopted by OrbusNeich Medical Group Limited on 18 December 2020 and assigned to the Company on 21 September 2021;

“**Preliminary Offering Circular**” means the preliminary offering circular to be dated 11 December 2022 issued by the Company in relation to the International Offering and stated therein to be subject to amendment and completion, as amended and supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

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

“**Receiving Banks**” means Hang Seng Bank Limited and CMB Wing Lung Bank Limited;

“**Receiving Banks Agreement**” means the agreement dated 9 December 2022 entered into among the Company, the Receiving Banks, the Joint Sponsors, the Overall Coordinators, the Nominee and the Hong Kong Share Registrar;

“**Registrar Agreement**” means the agreement dated 8 December 2022 entered into between the Company and the Hong Kong Share Registrar;

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

“**Reporting Accountants**” means PricewaterhouseCoopers;

“**Securities Act**” means the United States Securities Act of 1933, 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);

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

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

“**Shares**” means ordinary shares in the share capital of the Company with a par value of US\$0.0005 each after the Share Consolidation;

“**Sponsor-OC**” means CCBI, being the sponsor-overall coordinator to the Global Offering;

“**Sponsor-OC Engagement Letter**” means the engagement letter dated 23 September 2022 entered into between CCBI and the Company in respect of the appointment of CCBI as the sponsor-overall coordinator, an overall coordinator, a CMI, joint global coordinator, joint bookrunner and joint lead manager to the Global Offering;

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

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

“**Trading Fee**” means the trading fee at the rate of 0.005% of the Offer Price in respect of the Offer Shares imposed by the SEHK;

“**Transaction Levy**” means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

“**Underwriters**” means the Hong Kong Underwriters and the International Underwriters;

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

“**US**” or “**United States**” means the United States of America;

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

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

“**Warrantors**” means the Company and the Controlling Shareholders;

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

“**White Form eIPO Service Provider**” means Computershare Hong Kong Investor Services Limited, the White Form eIPO Service provider designated by the Company.

- 1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.
- 1.4 **References:** Except where the context otherwise requires, in this Agreement:
- 1.4.1 references to “**Clauses**”, “**Recitals**” and “**Schedules**” are to clauses of and recitals and schedules to this Agreement;
 - 1.4.2 the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereinafter**” and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
 - 1.4.3 the term “**or**,” is not exclusive;
 - 1.4.4 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);
 - 1.4.5 the terms “**purchase**” and “**purchaser**”, when used in relation to the Shares, shall include, respectively, a subscription for the Shares and a subscriber for the Shares;
 - 1.4.6 the terms “**sell**” and “**sale**”, when used in relation to the Shares, shall include an allotment or issuance of the Shares by the Company;
 - 1.4.7 references to a “**subsidiary**” or “**holding company**” shall be the same as defined section 15 and section 13 of the Companies Ordinance;

- 1.4.8 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;
- 1.4.9 references to a document being “**in agreed form**” shall mean such document in a form agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or identified as such by way of exchange of emails between (a), legal advisers to the Company as to Hong Kong laws, on behalf of the Company; and (b), legal advisers to the Underwriters as to Hong Kong Laws, on behalf of the Joint Sponsors and the Overall Coordinators;
- 1.4.10 references to a “**certified true copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the counsel to the Company;
- 1.4.11 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.12 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.13 references to one gender shall include the other genders; and
- 1.4.14 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 permitted under the applicable Laws):
 - 2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving from the Company or its legal advisers as to Hong Kong Laws all Conditions Precedent Documents as set out in Part A of SCHEDULE 3 and Part B of SCHEDULE 3, in form and substance satisfactory to the Joint Sponsors and the 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;
 - 2.1.2 the issue by the SEHK of a certificate of authorization of registration in respect of the Hong Kong Prospectus and the Application Form and the registration by the Registrar of Companies in Hong Kong of one copy of each of the Hong Kong Prospectus and the Application Form, 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 immediately before the Hong Kong Prospectus Date;
 - 2.1.3 the Listing Approval having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of Share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors 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 Joint Sponsors and the Overall

Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and the Listing Approval not subsequently having been withdrawn, revoked or withheld prior to the commencement of trading of the Shares on the SEHK;

- 2.1.4 the admission of the Shares into CCASS having occurred and become effective (either unconditionally or subject only to the allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing) and the admission not subsequently having been withdrawn, revoked or withheld prior to the commencement of trading of the Shares on the SEHK;
 - 2.1.5 the execution and delivery of the International Underwriting Agreement by the parties to that agreement on or before 16 December 2022 and such agreement not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition in the International Underwriting Agreement relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional) and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
 - 2.1.6 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, including that all of the waivers and exemptions as stated in the Hong Kong Prospectus to be granted by the SEHK or the SFC are granted, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated prior to 8:00 a.m. on the Listing Date;
 - 2.1.7 the Warranties being true, accurate, not misleading and not being breached on and as at the dates and times specified under Clause 8.2 (as though they had been given and made on such date by references to the facts and circumstances then subsisting); and
 - 2.1.8 each of the Warrantors having complied with and satisfied its obligations and conditions under this Agreement on or prior to the respective times and dates by which such obligations must be performed or such conditions must be met, as the case may be.
- 2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to fulfil or procure the fulfilment of the Conditions, in the manner (provided that nothing in this Clause 2.2 shall require the Warrantors to procure the fulfilment of such conditions by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their counsel) on or before the relevant time or date specified thereof and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the SEHK, the SFC, the Registrar of Companies in Hong Kong and any relevant Authority for the purposes of or in connection with the listing of the Shares on the SEHK and the fulfilment of such Conditions.

- 2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the CMI's) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days/hours and/or in such manner as the Joint Sponsors and the Overall Coordinators may determine (in which case the Joint Sponsors and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the date which is the 30th day after the date of the Hong Kong Prospectus and any such extension and the new timetable shall be notified by the Joint Sponsors and the Overall Coordinators to the other parties to this Agreement as soon as practicable after any such extension is made); or
 - 2.3.2 in respect of the Condition set out in Clause 2.1.1, 2.1.7 and 2.1.8 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition on behalf of the Hong Kong Underwriters.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions shall not have been fulfilled in accordance with the terms of this Agreement on or before the date or time specified for those Conditions without any subsequent extension of time or waiver or modification in accordance with the terms of this Agreement, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.
- 2.5 **Reduction of Offer Price or number of Offer Shares:** The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the Offer Price below that stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, 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 Company at orbusneich.com and the SEHK at www.hkexnews.hk. Upon issue of such notice, the reduced number of the Offer Shares and/or the reduced Offer Price will be final and conclusive. 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 materially change as a result of such reduction in accordance with the applicable disclosure requirements set out in Guidance Letter HKEx-GL90-18; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all Laws applicable to that reduction.

3 APPOINTMENTS

- 3.1 **Sponsor-OC:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CCBI to act as sponsor-overall coordinator to the Global Offering, and the Sponsor-OC relying on the Warranties and subject to the terms and conditions of this Agreement and the Sponsor-OC Engagement Letter, hereby confirms and acknowledges its acceptance of such appointment.
- 3.2 **Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CCBI and BNP to act as the Overall Coordinators to the

Global Offering, and each of the Overall Coordinators relying on the Warranties and subject to the terms and conditions of this Agreement and each of the respective OC Engagement Letters, hereby confirms and acknowledges its acceptance of such appointment.

- 3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CCBI, BNP, CITIC CLSA and CMS to act as the Joint Global Coordinators to the Global Offering, and each of the Joint Global Coordinators relying on the Warranties and subject to the terms and conditions of this Agreement and each of the respective engagement letters, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CCBI to act as the joint sponsors in connection with the listing of the Shares on the SEHK, and each of the Joint Sponsors, relying on the Warranties and subject to the terms and conditions of this Agreement and the Joint Sponsors Engagement Letter, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the CICC, CCBI, BNP, CITIC CLSA, CMS, ZMF, Futu and YXS to act as the joint bookrunners of the Hong Kong Public Offering and the International Offering, and each of the Joint Bookrunners relying on the Warranties and subject to the terms and conditions of this Agreement and each of the respective engagement letters, hereby confirms and acknowledges its acceptance of such appointment.
- 3.6 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CCBI, BNP, CITIC CLSA, CMS, ZMF, Futu and YXS to act as the joint lead managers of the Hong Kong Public Offering and the International Offering, and each of the Joint Lead Managers relying on the Warranties and subject to the terms and conditions of this Agreement and each of the respective engagement letters, hereby confirms and acknowledges its acceptance of such appointment.
- 3.7 **CMIs:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CCBI, BNP, CITIC CLSA, CMS, ZMF, Futu and YXS to act as the CMIs of the Hong Kong Public Offering and the International Offering, and each of the CMIs relying on the Warranties and subject to the terms and conditions of this Agreement and each of the respective engagement letters, hereby confirms and acknowledges its acceptance of such appointment.
- 3.8 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Public Offering, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.9 **Prior agreements:** For the avoidance of doubt: the appointment of the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, Joint Managers and CMIs hereunder is in addition to the engagement under the terms and conditions of the Sponsor-OC Engagement Letter, the respective OC Engagement Letters, and the respective engagement letters entered into between the CMIs and the Company; and
- 3.9.2 the appointment of the Joint Sponsors hereunder is in addition to their engagement under the terms and conditions of the Joint Sponsors Engagement Letter,

which shall continue to be in full force and effect.

- 3.10 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.1 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, authorities and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its affiliates or any other person provided that each of the appointees shall remain liable for the acts and omissions of their respective delegates.
- 3.11 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting agreements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of the Listing Rules, applicable Laws or any selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter and shall not be for the account of the Company.
- 3.12 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under Clauses 3.1 to 3.1 confer on each of the appointees and their respective delegates under Clause 3.9 all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as a sponsor, global coordinator, lead manager, bookrunner or Hong Kong Underwriter (as the case may be) and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sponsor-OC, the Overall Coordinators, the Joint Sponsors, Joint Global Coordinators, Joint Bookrunners, 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.
- 3.13 **Limitation of liability:** None of the appointees pursuant to Clauses 3.1 to 3.8, their respective delegates under Clause 3.10 or the other Indemnified Parties shall be responsible for any loss, cost, expense or damage to any persons arising from any transaction carried out by such appointee or delegate or Indemnified Party within the scope of the appointments, authorities and discretions referred to in this Agreement or arising out of the services rendered or duties performed by such appointee or delegate or Indemnified Party under this Agreement or otherwise in connection with the Global Offering and the application for the listing of, and permission to deal in, the Shares on the Stock Exchange.
- 3.14 **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, each is acting solely as sponsor-overall coordinator and/or overall coordinators of the Global Offering, the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, the Joint Sponsors, in their roles as such, are acting solely as joint sponsors in connection with the listing of the Shares on the SEHK, the Joint Bookrunners, in their roles as such, are acting solely as joint bookrunners of the Hong Kong Public Offering and/or the International Offering (as the case may be), the Joint Lead Managers, in their roles as such, are acting solely as the joint lead managers of the Hong Kong Public Offering and/or the International Offering (as the case may be) and the CMIs, in their roles as such, are acting solely as capital market intermediaries of the Hong Kong Public Offering and/or the International Offering (as the case may be).

Each of the Warrantors further acknowledges that the Hong Kong Underwriters, the CMI, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners and the Joint Lead Managers 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 Hong Kong Underwriters, the CMI, the Sponsor-OC and Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners or the Joint Lead Managers, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners or the Joint Lead Managers, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the Shares on the SEHK, either before or after the date of this Agreement.

Each of the Hong Kong Underwriters, the CMI, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners and the Joint Lead Managers hereby expressly for itself and for its delegates disclaims any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated under this Agreement or otherwise by the Global Offering or the listing of the Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the CMI, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners and the Joint Lead Managers 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 Hong Kong Underwriters, the CMI, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners or the Joint Lead Managers, 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 CMI, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, 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 Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Hong Kong Underwriters, the CMI, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners or the Joint Lead Managers, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners or the Joint Lead Managers, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of any of the Warrantors (except and solely, with respect to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMI, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any of the Warrantors, and none of the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners and the Joint Lead Managers have assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor 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 Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the CMI, the Overall Coordinators, the Joint Global

Coordinators, the Joint Sponsors, the Joint Bookrunners and the Joint Lead Managers 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 Hong Kong Underwriters, the CMIs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Joint Sponsors are not advising the Warrantors, their respective directors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors, the Sponsor-OC and the Overall Coordinators, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct for Persons Licensed by or Registered with the SFC in their capacity as joint sponsors, the sponsor-overall coordinator and the overall coordinators (as the case may be) in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Hong Kong Underwriters, the CMIs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors and their respective directors, officers and affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Hong Kong Underwriters, the CMIs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Joint Sponsors of the Company of the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of Shares on the SEHK or any process or matters relating to this Agreement, the Global Offering or the listing of Shares on the SEHK shall be performed solely for the benefit of the Hong Kong Underwriters, the CMIs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Joint Sponsors and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that the CMIs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Joint Sponsors, the Hong Kong Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests different from those of the Warrantors.

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

3.15 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement, none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and the other Indemnified Parties shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any other Indemnified Party arising out of or in connection with the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

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

3.15.2 any of the matters referred to in Clauses 12.1.1 to 12.1.3,

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

3.16 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.8, as applicable, or by any of the delegates under Clause 3.10 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.8 or their respective delegates under Clause 3.10. The obligations of the appointees under this Agreement are several (and not joint or joint and several). Save as provided in Clause 3.10, none of the appointees under Clauses 3.1 to 3.8 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.8 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

3.17 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's has:

3.17.1 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;

3.17.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limiting to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations

3.17.3 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;

3.17.4 advised the Company on the information that should be provided to syndicate CMI's 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;

3.17.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate CMI's participating in an initial public offering;

3.17.6 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 each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and CMI's that they have met or will meet these responsibilities; and

3.17.7 explained the potential concerns and advised the Company against making the decisions where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares.

4 THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, Transaction Levy and the AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus and the Application Form by the Company or counsel for the Company on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause, the Formal Notice to be published on the official website of the SEHK at www.hkexnews.hk and on the website of the Company at <https://orbusneich.com> on the day(s) specified in SCHEDULE 5 (or such other publications and/or day(s) as may be agreed by the Company and the Joint Sponsors). The Company shall, on the Hong Kong Prospectus Date, publish the Hong Kong Public Offering Documents on the official websites of the SEHK at www.hkexnews.hk and on the website of the Company at <https://orbusneich.com>.
- 4.2 **Receiving Banks and Nominee:** The Company has appointed the Receiving Banks 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 Banks under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Banks Agreement. The Company shall use its reasonable endeavours to procure (i) each of the Receiving Banks 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 the Receiving Banks Agreement; 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 Banks Agreement.
- 4.3 **Hong Kong Share Registrar and White Form eIPO Service:** The Company has appointed the Hong Kong Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and conditions of the Registrar Agreement. The Company has appointed the White Form eIPO Service Provider to act as the service provider in relation to the White Form eIPO Service upon and subject to the terms and conditions of the Registrar Agreement. The Company will use its reasonable endeavours to procure the Hong Kong Share Registrar to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering, the Registrar Agreement and the Receiving Banks Agreement.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above or a "black" rainstorm warning signal or Extreme Conditions being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal or Extreme Condition remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Banks Agreement and this Agreement, 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, where the

number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company acknowledges and agrees that under the respective terms and conditions of the Receiving Banks Agreement and the Registrar Agreement, the Receiving Banks and the Hong Kong Share Registrar shall, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Banks Agreement, provide the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may require for the purposes of determining, *inter alia*:

- 4.5.1 in the event of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
 - 4.5.2 in the event of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares; or
 - 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares;
- 4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsold Hong Kong Offer Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding payment procedures), provided that:
- 4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be several (and not joint or joint and several);
 - 4.6.2 the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in SCHEDULE 1A):

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional Shares;
- T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.10 and 4.12, as applicable;
- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.5 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 Application Form(s) having been marked or identified with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in SCHEDULE 4.
- 4.8 **Accepted Application Forms:** The Company agrees that all duly completed and submitted Application Forms 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 Banks and the Hong

Kong Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

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

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on the Listing Date, duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the Hong Kong Share Registrar to, in no event later than 9:00 a.m. on 22 December 2022 (the date specified in the Hong Kong Prospectus for the despatch of share certificates), duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

- 4.10 **Power of the Overall Coordinators to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion, either acting individually or jointly in such proportions as shall be agreed among themselves, and in relation to which they are under no obligation to exercise) to apply to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.
- 4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (a “**Hong Kong Public Offering Over-Subscription**”), then:
 - 4.11.1 subject to any required reallocation as set forth below in Clause 4.11.2 or 4.11.3, the Overall Coordinators, in their sole and absolute discretion, 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

- 4.11.2 if purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered (the “**International Offering Full or Over-subscription**”) and the Hong Kong Public Offering Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (ii) 50 times or more but less than 100 times, or (iii) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering so that the total number of Offer Shares available under the Hong Kong Public Offering shall be increased to 16,392,000, 21,856,000 and 27,320,000 Shares, respectively, representing approximately 30% (in the case of (i)), 40% (in the case of (ii)) or 50% (in the case of (iii)), respectively, of the total number of Offer Shares initially available under the Global Offering; and
- 4.11.3 if (i) the International Offering Full or Over-subscription occurs, and the Hong Kong Public Offering Over-Subscription represents a subscription of more than 100%, but less than 15 times, of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering; or (ii) the International Offer Shares under the International Offering are not fully subscribed, and the Hong Kong Public Offering Over-Subscription represents a subscription of more than 100% of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 10,928,000 Offer Shares, representing two times the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering and approximately 20% of the total number of Offer Shares initially available under the Global Offering.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

- 4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine, and any Hong Kong Offer Shares so reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be allocated to increase the International Offering Purchasing Commitment of all or any of the International Underwriters in such proportion as the Overall Coordinators may in its their sole and absolute discretion determine. The Hong

Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering.

- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Joint Sponsors, the CMIs, the Overall Coordinators, the Joint Global Coordinators, 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 so as to enable the listing of, and permission to deal in, the Shares on the SEHK to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the Hong Kong Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on 22 December 2022 (the date specified in the Hong Kong Prospectus for the despatch of share certificates):
- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents, the International Underwriting Agreement and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects among themselves and with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, except for certain aspects described in the Hong Kong Prospectus, and that they will rank *pari passu* in all respects with the International Offer Shares;
- 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
- 5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, 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 on the Listing Date (subject to and in accordance with the provisions of the Receiving

Banks Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) 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 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) all amounts payable by the Company pursuant to Clauses 5.3, 5.4, 6.1, 6.2, 6.3.2, 6.3.17 and 6.3.19; and
- 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 6, the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves or on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

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 wholly or partially unsuccessful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the Transaction Levy and the AFRC Transaction Levy) and based on the fixed Offer Price of HK\$8.80 per Offer Share.

- 5.3 **Brokerage, Trading Fee, Transaction Levy and the AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 6.3, the Overall Coordinators will, on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts. The respective entitlements of the Hong Kong Underwriters to the Brokerage shall be determined in accordance with the terms of the International Underwriting Agreement.
- 5.4 **Trading Fee, Transaction Levy and the AFRC Transaction Levy 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 of the Trading Fee, the Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably

and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.

- 5.5 **Refund cheques:** The Company acknowledges and agrees that, in accordance with the terms of the Receiving Banks Agreement and the Registrar Agreement, the Nominee will pay refunds of applications monies, and the Hong Kong Share Registrar will arrange for the distribution of refund cheques, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **No responsibility for default.** The Company acknowledges and agrees that none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or the Hong Kong Underwriters has or shall have any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or any other application or otherwise of funds.
- 5.7 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Banks Agreement.

6 COMMISSIONS AND COSTS

- 6.1 **Underwriting commission:** The Company shall pay or cause to be paid to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the CMI's) a fee of three (3) per cent. 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 Clause 4.11 and 4.12, respectively) (the "**Base Fee**"). The respective final entitlements of the Hong Kong Underwriters to the Base Fee shall be determined in accordance with the terms of the International Underwriting Agreement, provided that any adjustment to the allocation of the Base Fee to each CMI as set out in the respective engagement letter with Company as an Overall Coordinator and/or Joint Bookrunner and/or Joint Lead Manager and/or syndicate CMI's shall be in compliance with the Listing Rules. In addition to the Base Fee, the Company may in its sole and absolute discretion pay, in accordance with the terms of the respective OC Engagement Letters or the respective engagement letters with the CMI's, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the CMI's) an additional incentive fee of up to two (2) per cent. of the Offer Price for all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively) (the "**Incentive Fee**", and the Base Fee and the maximum amount of the Incentive Fee that may be paid to all participating CMI's by the Company at the Company's sole and absolute discretion are collectively referred to as "**Underwriting Commission**"). The Company shall notify the Overall Coordinators on the date of the International Underwriting Agreement whether any Incentive Fee will be paid and such Incentive Fee shall be paid by the Company on the Listing Date. The Company has been advised by the Overall Coordinators that the market's practice on the ratio of the fixed and discretionary fees to be paid to the syndicate CMI's is 75%:25%.
- 6.2 **Sponsors' fee and other fees and expenses:** The Company shall further pay to the Joint Sponsors the sponsors' fee, or other fees and expenses of such amount and in such manner as have been separately agreed between the Company and the Joint Sponsors pursuant to and in accordance with the terms of the Joint Sponsors Engagement Letter. The Company further acknowledges and agrees that the sponsors' fee relates solely to services provided by the Joint Sponsors as the sponsors, and not any other services which they may provide, such as (without

limitation) book building, pricing and underwriting and notwithstanding anything contrary in the aforesaid engagement letter and/or this Agreement, the Company shall pay the sponsors' fee to the Joint Sponsors in addition to any amount payable by the Company pursuant to Clauses 6.1 and 6.3 of this Agreement.

6.3 **Costs payable by the Company:** The Company shall be responsible for all the costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, the following:

- 6.3.1 fees, disbursements and expenses of the Reporting Accountants;
- 6.3.2 fees, disbursements and expenses of the Hong Kong Share Registrar and the White Form eIPO Service Provider;
- 6.3.3 fees, disbursements and expenses of all legal advisers to the Company and the fees, disbursements and expenses of all legal advisers to the Underwriters whose engagements have been approved by the Company;
- 6.3.4 fees, disbursements and expenses of the Industry Consultant;
- 6.3.5 fees, disbursements and expenses of the Internal Control Consultant;
- 6.3.6 fees, disbursements and expenses of any public relations consultant engaged by and instructed by or on behalf of the Company;
- 6.3.7 fees, disbursements and expenses of any translators engaged by and instructed by or on behalf of the Company;
- 6.3.8 fees, disbursements and expenses of the Receiving Banks and the Nominee;
- 6.3.9 fees, disbursements and expenses of other agents, consultants and advisers of the Company relating to the Global Offering, the engagements of which have been approved by the Company;
- 6.3.10 fees, disbursements and expenses related to the application for listing of the Shares on the SEHK, the filing or registration of any documents (including the Hong Kong Public Offering Documents and any amendments and supplements to such documents) with any relevant Authority (including the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction;
- 6.3.11 all cost and expenses for roadshow (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including all fees and expenses of any consultants engaged in connection with the road show presentation and other fees and expenses incurred by the Company;
- 6.3.12 all printing, typesetting and advertising costs (including all fees and expenses of the financial printer retained for the Global Offering) as may be approved by the Company in relation to the Global Offering;
- 6.3.13 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents and PHIP (where applicable) in all relevant jurisdictions, and all amendments and supplements thereto;

- 6.3.14 all cost of preparing, printing or producing any this Agreement, the International Underwriting Agreement, Agreement among the Hong Kong Underwriters, Agreement among the International Underwriters, the Agreement Between Syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and deliver of the Offer Shares;
- 6.3.15 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports;
- 6.3.16 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 6.3.17 the Trading Fee, the Transaction Levy and the AFRC Transaction Levy payable by the Company, and all capital duty (if any), stamp duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, issue, allotment, sale and delivery of the Offer Shares pursuant to the Global Offering;
- 6.3.18 fees and expenses related to company searches, litigation searches, bankruptcy and insolvency searches and directorship searches approved by the Company in connection with the Global Offering;
- 6.3.19 all processing charges and related expenses payable by the Company to HKSCC;
- 6.3.20 all CCASS transaction fees payable in connection with the Global Offering; and
- 6.3.21 all costs, fees and out-of-pocket expenses actually incurred by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Underwriters or any of them or on their behalf under this Agreement and International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 6.3 or pursuant to any other agreements between the Company and the Joint Sponsors, which shall be subject to the respective limits provided for under the engagement letters entered into by the Company and each of them.

The Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation. Notwithstanding anything to the contrary in Clause 18.11, if any costs, expenses, fees or charges referred to in this Clause 6.3 is paid or to be paid by any of the Overall Coordinators, the Joint Global Coordinators, Joint Sponsors, Joint Bookrunners, Joint Lead Managers, the CMI's and/or Hong Kong Underwriters for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant Overall Coordinators, Joint Global Coordinators, Joint Sponsors, Joint Bookrunners, Joint Lead Managers or Hong Kong Underwriters on an after-tax basis.

- 6.4 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission or Incentive Fee under Clause 6.1, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties all costs, expenses, fees, charges and Taxation referred to in Clause 6.2 and Clause 6.3 which have been incurred by such relevant parties or are liable to be paid by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners,

the Joint Lead Managers, the CMIs and/or the Hong Kong Underwriters or other relevant parties and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 6.2 and Clause 6.3, forthwith upon demand by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and/or the Hong Kong Underwriters or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be, and the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers are entitled to, in accordance with the provisions of the Receiving Banks Agreement, instruct the Nominee to make such payment.

- 6.5 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, except as otherwise provided in this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company within 10 Business Days of the first written request by the Overall Coordinators or in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, whichever is the earlier. All payments to be made by the Company under this Clause shall be made gross, free of any right of counterclaim or set-off 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 STABILISATION

- 7.1 **No stabilisation by the Warrantors:** Each of the Warrantors undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective directors, officers, employees, promoters or any person acting on its behalf or on behalf of any of the foregoing persons not to:

- 7.1.1 take or facilitate, directly or indirectly, any action which is designed to or which constitutes or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws; or
- 7.1.2 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
- 7.1.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager or any person acting for it as stabilising manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** The Company hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of SCHEDULE 2 and each of the Controlling Shareholders hereby, severally and not jointly, represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of SCHEDULE 2, to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong

Underwriters is entering into this Agreement in reliance upon the Warranties. Each Warranty will be construed separately and independently and will not be limited or restricted by reference to or inference from the terms of any of the other Warranties or any other term of this Agreement.

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 Public Offering Documents 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;

8.2.3 on the Acceptance Date;

8.2.4 on the date of the International Underwriting Agreement;

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

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

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

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

8.2.9 immediately prior to commencement of dealings in the Offer Shares on the SEHK.

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

8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate, misleading in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2.

8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters not to, and shall procure that neither the Company nor any other member of the Group shall, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates

and times specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators.

- 8.5 **Remedial action and announcements:** The Warrantors shall notify the Joint Sponsors and the Overall Coordinators promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate, or misleading any statement, whether of fact or opinion, contained in any of the Offering Documents; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in any of the Offering Documents, if the same were issued immediately after the occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents, or (iv) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering shall arise, and, in each of the cases described in clauses (i) through (iv) above, without prejudice to any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them under this Agreement. The Company, at its own expense, shall promptly take such remedial action as may be required by the Joint Sponsors and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Joint Sponsors and the Overall Coordinators may require and supplying the Joint Sponsors, 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.
- 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. Notwithstanding that any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its personal representatives or its successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Overall Coordinators, the

Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or the Hong Kong Underwriters) against any other person under the same or a similar liability.

8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.

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

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

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

9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

9.1 **Lock-up on the Company:** The Company hereby undertakes to the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Hong Kong Underwriters and each of them not to (save for the issue, offer or sale of the Offer Shares by the Company pursuant to the Global Offering and the issue of Shares pursuant to the Post-IPO Share Option Scheme, whereby the listing of such Shares has been approved by the Stock Exchange), without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules, at any time during the period commencing on the date of this Agreement and ending on, and including, the last date of the six months after the Listing Date (the "**First Six-Month Period**"):

9.1.1 offer, allot, issue, sell, accept subscription for, contract 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, right or contract to purchase, purchase any option or contract to sell, agree to grant any option, right or warrant to purchase or subscribe for, or otherwise transfer or dispose of, or agree to transfer or dispose of or create any Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in any Shares or other securities of the Company, or any interests in any of the foregoing (including, but not limited to, any securities that are convertible into or exercisable or exchangeable for, or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company, or deposit any Shares or other securities of the Company, as applicable, with a depository in connection with the issue of depository 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 subscription or ownership (legal or beneficial) of any Shares or other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities of which are convertible into

or exchangeable or exercisable for, or represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company); or

- 9.1.3 enter into or effect any transaction with the same economic effect as any transaction described in Clauses 9.1.1 or 9.1.2 above; or
- 9.1.4 offer to or contract to or agree to announce, or publicly disclose that the Company will or may enter into any such transaction described in Clauses 9.1.1, 9.1.2 or 9.1.3 above,

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

- 9.2 In the event that, during the period of six months immediately following the First Six-Month Period (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified in Clauses 9.1.1, 9.1.2 or 9.1.3 above or offers or agrees or contracts to, or announces, or publicly discloses, any intention to, enter into any such transactions, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the Shares or other securities of the Company and will not cause the Controlling Shareholders to cease to be a controlling shareholder of the Company (as defined in the Listing Rules). Each of the Controlling Shareholders undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters to procure that the Company will comply with the undertakings in Clauses 9.1 and 9.2.
- 9.3 **Maintenance of public float:** The Company and each of the Controlling Shareholders agrees and undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters, that he/she/it will not, and each of the Controlling Shareholders further undertake to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters to procure that the Company will not, effect any purchase of Shares, or agree to do so, which may reduce the holdings of Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the SEHK on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Joint Sponsors 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 Shareholders hereby irrevocably undertakes to each of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the CMI and the Hong Kong Underwriters that, save as (i) pursuant to the Global Offering; (ii) pursuant to any options granted or to be granted under the Pre-IPO Share Option Scheme and the Post-IPO Share Option Scheme; or (iii) permitted under the Listing Rules, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:
 - 9.4.1 during the First Six-Month Period, he/she/it will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for him/her/it and the companies controlled by him/her it (the “**Controlled Entities**”) will not:
 - (a) offer, pledge, charge, sell, contract or agree to sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant,

contract or right to purchase, grant, or purchase any option, warrant, contract or right to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of or create any Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest in any of the foregoing (including, but not limited to, any securities that are convertible into or exchangeable or exercisable for, or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company) beneficially owned by him/her/it directly or indirectly through his/her/its Controlled Entities as at the Listing Date (the “**Locked-up Securities**”); or

- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, any Locked-up Securities; or
- (c) enter into or effect any transaction with the same economic effect as any transaction described in Clauses 9.4.1(a) or 9.4.1(b) above; or
- (d) offer to or contract to or agree to or publicly disclose that he/she/it will or may enter into any transaction described in Clauses 9.4.1(a), 9.4.1(b) or 9.4.1(c) above,

in each case, whether any such transaction described in Clauses 9.4.1(a), 9.4.1(b) or 9.4.1(c) above is to be settled by delivery of such Shares or other securities of the Company, in cash or otherwise (whether or not the settlement or delivery of such Shares or other securities will be completed within the First Six-Month Period);

9.4.2 until the expiry of the Second Six-Month Period, none of the Controlling Shareholders will enter into any transaction described in Clauses 9.4.1(a), 9.4.1(b) or 9.4.1(c) above or offer, agree or contract to or publicly announce any intention to enter into any such transaction, if, immediately following such transaction, the Controlling Shareholders will cease, whether individually or collectively with the other Controlling Shareholders, to be a controlling shareholder of the Company;

9.4.3 at any time from the date of this Agreement up to and including the date falling 12 months after the Listing Date, each of the Controlling Shareholders will:

- (a) if and when any of them or the relevant registered holder(s) pledges or charges any Shares or other securities of the Company beneficially owned by him/her/it, immediately inform the Company and the Overall Coordinators in writing of such pledge or charge together with the number of Shares or other securities (or interests therein) of the Company so pledged or charged; and
- (b) if and when it/she or the relevant registered holder(s) receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged Shares or other securities (or interests therein) of the Company will be disposed of, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such indications.

9.5 The restrictions in this Clause 9.4 do not apply to any pledge or charge or any Shares or other equity securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares

or other equity securities of the Company) after the Global Offering in favour of an authorized institution as defined in the Banking Ordinance for a bona fide commercial loan.

- 9.6 The Company has undertaken to the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and the Hong Kong Underwriters that upon receiving such information in writing from any of the Controlling Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules and/or the Securities and Futures Ordinance, notify the Stock Exchange and make a public disclosure in relation to such information by way of an announcement.
- 9.7 **Full force:** The undertakings in this Clause 9 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters and each of them that it shall, and the Controlling Shareholders shall procure the Company to:

- 10.1 **Global Offering:** comply with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (WUMP) Ordinance, the Securities and Futures Ordinance, the Listing Rules and all applicable Laws and all requirements of the SEHK, the SFC or any other relevant Authority in respect of or by reason of the matters contemplated under this Agreement or otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Listing Approval is obtained and not cancelled or revoked;
 - 10.1.2 making all necessary Approvals and Filings with the Registrar of Companies of Hong Kong, the SEHK and the SFC;
 - 10.1.3 making available for display the documents referred to in the section headed “Appendix V – Documents Delivered to the Registrar of Companies and Available for Display” of the Hong Kong Prospectus for the period and on the websites of the SEHK and the Company 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
 - 10.1.5 procuring that each of the Hong Kong Share Registrar, the White Form eIPO Service Provider, the Receiving Banks and the Nominee shall (a) 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 in this Agreement, including but not limited to providing the Overall Coordinators with such information and assistance as the Overall Coordinators may reasonably require for the purpose of determining the level of acceptances under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares; and (b) comply in all respects with the terms of their

respective appointments under the terms of the Registrar Agreement and the Receiving Banks Agreement and with all applicable Laws in connection with the performance of their duties in connection with the Global Offering, and that none of the terms of appointments of the Hong Kong Share Registrar, the White Form eIPO Service Provider, the Receiving Banks and the Nominee shall be amended without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

- 10.1.6 procuring that each of the Directors will not, and will use his/her best endeavours to procure his/her associates (as defined in the Listing Rules) not to, individually or collectively or through a company controlled by him/her or them, apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation from the Stock Exchange to that effect;
- 10.1.7 procuring that none of the Company or any member of the Group and/or any of their respective substantial shareholders (including the Controlling Shareholders), directors, officers, employees, affiliates and/or agents shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the 40th day immediately following the date of the International Underwriting Agreement;
- 10.1.8 without prejudice to Clause 10.1.6, using best endeavours to procure that no connected person (as defined in the Listing Rules) of the Company will itself (or through a company controlled by it), apply to purchase Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any connected person, controlled company or nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.9 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds” and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Hong Kong Underwriters) of any sanctions laws and regulations;
- 10.1.10 from the date of this Agreement until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise, but excluding the Share Consolidation and Re-designation);

- 10.1.11 following the Listing Date, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares;
 - 10.1.12 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Joint Sponsors for their review; and
 - 10.1.13 giving every assistance, and procuring its Directors to give assistance to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and each of the Hong Kong Underwriters to meet its obligations and responsibilities under the Code of Conduct (including without limitation all materials and information as specified under 21.3 and 21.4 thereof) and the Listing Rules (including without limitation Chapter 3A thereof), including, without limitation, notifying the regulators of the reasons when any Overall Coordinator ceases to act as an overall coordinator in the Global Offering.
- 10.2 **Information:** provide to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and relating to the Group or the Controlling Shareholders or otherwise as may be reasonably required by the Joint Sponsors or the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the SEHK or of the SFC or of any other relevant Authority) in connection with the Global Offering.
- 10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:
- 10.3.1 at any time after the date of this Agreement up to and including the date on which the Warranties shall be last repeated pursuant to Clause 8.2.9, 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 at any time prior to or on the Listing Date;
 - 10.3.2 on or prior to the Listing Date, enter into any commitment or arrangement which in the sole and absolute opinion of the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators has or will or may have a material adverse effect on the Global Offering;
 - 10.3.3 on or prior to the Listing Date, take any steps which, in the reasonable opinion of the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators, are or will or may be materially inconsistent with any statement or expression, whether of fact, expectation or intention, in the Hong Kong Prospectus;
 - 10.3.4 at any time after the date of this Agreement up to and including the expiry of six months after the Listing Date, if applicable, amend or agree to amend any constitutional document of the Company or any other member of the Group, including, without limitation, the memorandum and articles of association (save for the adoption of the memorandum and articles of association with effect from the Listing, as described in the Hong Kong Prospectus) if such amendments would have any material adverse impact on the Global Offering; and
 - 10.3.5 without the prior written approval of the Joint Sponsors and the Overall Coordinators, issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering

Documents, or any amendment or supplement thereto, except for the Offering Documents, any written materials agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement.

10.4 **Maintaining listing:** procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the Shares on the SEHK, and comply with the Listing Rules and all requirements of the SEHK and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

10.5 **Legal and regulatory compliance:**

10.5.1 comply with all applicable Laws (including the rules, regulations and requirements of the SEHK, the SFC and any other Authority, the Listing Rules and the Hong Kong Code on Takeovers and Mergers), including, without limitation:

- (a) deliver to the SEHK as soon as practicable before the commencement of dealings in the Shares on the SEHK the declaration to be signed by a Director and the company secretary of the Company in the form set out in Appendix 5, Form F of the Listing Rules;
- (b) procure that the audited consolidated financial statements of the Company for each of the two financial years ending 31 December 2023 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;
- (c) provide to the Joint Sponsors, the Overall Coordinators, (for themselves and on behalf of the Hong Kong Underwriters) and the Joint Global Coordinators any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators may reasonably require;
- (d) at all times adopt and uphold a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in the Listing Rules and procure that the Directors uphold, comply and act in accordance with the provisions of the same;
- (e) comply with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus and/or submissions to the SEHK and/or the SFC in connection with the Global Offering;
- (f) furnish to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by the SEHK, the SFC, and any other relevant Authority in Hong Kong or elsewhere;

- (g) maintain the appointment of a compliance adviser as required by the Listing Rules; and
 - 10.5.2 pay all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC, Cayman Islands, the United States or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement and will indemnify and hold harmless the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters against any such Tax, duty, levy, fee, charge and expense (including any interest or penalty).
 - 10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been, are being or will promptly be rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report;
 - 10.7 **Significant changes:** promptly provide full particulars thereof to the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators if, at any time up to or on the date falling six months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in any of the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:
 - 10.7.1 inform the SEHK of such change or matter if so required by the Joint Sponsors or the Overall Coordinators;
 - 10.7.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK or the Joint Sponsors or the Overall Coordinators or the Joint Global Coordinators and in a form approved by the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators, deliver such documentation through the Joint Sponsors to the SEHK for approval and publish such documentation in such manner as the SEHK or the Joint Sponsors or the Overall Coordinators or the Joint Global Coordinators may require;
 - 10.7.3 at its expense, make all necessary announcements on the websites of the Company and SEHK to avoid a false market being created in the Offer Shares, and
 - 10.7.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Joint Sponsors and the Overall Coordinators,
- and for the purposes of this Clause, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules; and
- 10.8 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

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

11 TERMINATION

11.1 **Termination events:** If any of the events set out below occur at any time prior to 8:00 a.m. on the Listing Date, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in their absolute discretion may, by giving notice to the Company, terminate this Agreement with immediate effect:

11.1.1 there develops, occurs, exists or comes into force:

- (a) any event or circumstance, or series of events or circumstances (whether or not in continuation) in the nature of force majeure (including, without limitation, any acts of government, declaration of a national, regional or international emergency or war, calamity, crisis, epidemic, pandemic, outbreaks, escalation, mutation or aggravation of diseases, economic sanctions, strikes, labour disputes, lock-outs, other industrial actions, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, riots, rebellion, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war or state of emergency is declared), acts of God or acts of terrorism (whether or not responsibility has been claimed), paralysis in government operations, interruptions or delay in transportation) in or affecting the Cayman Islands, Hong Kong, the PRC, the United States, the United Kingdom, Japan, Switzerland or the European Union (or any member thereof) or any other jurisdiction relevant to the Group (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”);
- (b) any change or development involving a prospective change, or any event or circumstance or series of events or circumstances resulting or likely to result in any change or development involving a prospective change, in any local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or market matters or conditions, equity securities or exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets, or any member of the European Union announcing, voluntarily or compulsorily, its intention to leave the European Union or the Economic and Monetary Union of the European Union), in or affecting any of the Relevant Jurisdictions;
- (c) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on SEHK, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange or the Tokyo Stock Exchange;
- (d) any general moratorium on commercial banking activities in or affecting Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent authority), New York (imposed at the U.S. Federal or New York State level or by any other competent

- authority), London, the PRC, the European Union (or any member thereof) or any of the other Relevant Jurisdictions (declared by the relevant authorities) or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any of the Relevant Jurisdictions;
- (e) any new law or regulation or any change or development involving a prospective change in existing laws or regulations or any change or development involving a prospective change in the interpretation or application thereof by any court or any Authority in or affecting any of the Relevant Jurisdictions;
 - (f) the withdrawal of trading privileges, in whatever form, directly or indirectly, by, or for, any of the Relevant Jurisdictions;
 - (g) any change or development involving a prospective change or amendment in or affecting taxation or foreign exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar, RMB, Japanese Yen and Euro against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar), or the implementation of any exchange control, in any of the Relevant Jurisdictions or affecting an investment in the Offer Shares;
 - (h) other than with the prior written consent of the Joint Sponsors and the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to Hong Kong Public Offering Documents, International Offering Documents 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 SEHK and/or the SFC;
 - (i) any valid demand by creditors for repayment of indebtedness or an order or petition for the winding up or liquidation 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 assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group;
 - (j) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any Director or senior management of the Company as named in the Hong Kong Prospectus or any Controlling Shareholder;
 - (k) any contravention by any member of the Group or any Director of any applicable laws and regulations or the Listing Rules;
 - (l) any non-compliance of the Hong Kong Prospectus or the Application Form (or any other documents used in connection with the contemplated subscription and sale of the Offer Shares) or any aspect of the Global

Offering with the Listing Rules or any other applicable laws and regulations; or

- (m) any change or prospective change or development, or a materialisation of, any of the risks set out in the section headed “Risk Factors” of the Hong Kong Prospectus,

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

- (1) has or will or may have a Material Adverse Change;
- (2) has or will have or may have a material adverse effect on the success or marketability or pricing of the Global Offering or the level of applications or the distribution of the Offer Shares under the Hong Kong Public Offering or the level of interest under the International Offering;
- (3) makes or will make or is likely to make it inadvisable, inexpedient, impracticable or incapable for any part of the Hong Kong Public Offering and/or the International 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 Offer-Related Documents (as defined below); or
- (4) has or will or may have the effect of making any material part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Joint Sponsors or the Overall Coordinators that:

- (a) any statement contained in the Hong Kong Prospectus, the Application Form, the Formal Notice and/or any notices, announcements, advertisements, communications or other documents (including any announcement, circular, document or other communication pursuant to this Agreement) issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto (the “**Offer-Related Documents**”) but excluding information relating to the Underwriters) was, when it was issued, or has become, untrue, incorrect, inaccurate, incomplete in any material respects or misleading or deceptive, or that any estimate, forecast, expression of opinion, intention or expectation contained in any of such documents is not fair and honest and based on reasonable grounds or reasonable assumptions;
- (b) any matter has arisen or has been discovered which would or might, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission from, or misstatement in, any of the Offer-Related Documents;
- (c) there is a breach of, or any event or circumstance rendering untrue, incorrect, incomplete or misleading in any respect, any of the warranties given by the Company or any of the Controlling Shareholders in this Agreement or the International Underwriting Agreement, as applicable;

- (d) there is a material breach of any of the obligations imposed upon the Company or any of the Controlling Shareholders under this Agreement or the International Underwriting Agreement, as applicable;
- (e) there is an event, act or omission which gives or is likely to give rise to any liability of the Company or any of the Controlling Shareholders pursuant to the indemnities given by any of them under this Agreement or the International Underwriting Agreement, as applicable;
- (f) there is any Material Adverse Change;
- (g) the approval of the Stock Exchange of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering, other than subject to customary conditions, on or before the date of the Listing is refused or not granted, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld;
- (h) any person (other than any of the Joint Sponsors) has withdrawn its consent to the issue of the Hong Kong Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears;
- (i) the Company withdraws the Hong Kong Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering;
- (j) there is a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or
- (k) any Director or any other member of senior management of the Company as named in the Hong Kong Prospectus is vacating his or her office;
- (l) any Director or member of senior management of the Company as named in the Hong Kong Prospectus or any Controlling Shareholder is being charged with an indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management of a company;
- (m) any investigation or other action, or any announcement of its intention to commence any investigation or take other action, by any governmental, political, professional or regulatory body against any member of the Group or any Director or senior management of the Company as named in the Hong Kong Prospectus or any Controlling Shareholder;
- (n) there is any order or petition for the winding-up of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group; or

- (o) a material portion of the orders placed or confirmed in the bookbuilding process, or of the investment commitments made by any cornerstone investors under agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled.

For the purpose of this Clause 11.1 only, the exercise of right of the Joint Sponsors and/or the Overall Coordinators under this Clause 11.1 shall be effective if any one of the Joint Sponsors or the Overall Coordinators in number elects to exercise such right, and such exercise shall be final, conclusive and binding on the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters.

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 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.2, 6.3 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination; and

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

12 INDEMNITY

12.1 **Indemnity:** Each of the Warrantors (collectively, "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") jointly and severally undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Hong Kong Underwriters and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims (and any action, writ, or proceeding (including any investigation or inquiry by or before any Authority)) and Taxation (collectively, "**Losses**" and individually, a "**Loss**") which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), judgement, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, "**Proceedings**" and individually, a "**Proceeding**"), which may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof, the PHIP, the Formal Notice and any notices, announcements, advertisements, communications or other documents relating to or connected with the Company, the Group or the Global Offering, and any amendments

or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or any of them) (collectively, the “**Related Public Information**”); or

- 12.1.2 other than (a) the name, logo and address of each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Underwriters, and (b) the names and qualifications of the Joint Sponsors under the section headed “Appendix V – Statutory and General Information” in the Hong Kong Prospectus furnished by them to the Company, any Related Public Information, containing any untrue or inaccurate or alleged untrue or inaccurate statement of a fact, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Law or otherwise; or
- 12.1.3 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information being or alleged to be untrue, incomplete, inaccurate or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make it not misleading; or
- 12.1.4 the execution, delivery and performance of this Agreement by any of the Warrantors, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.5 any breach or alleged breach on the part of the Company or any of the Controlling Shareholders of any of the provisions of this Agreement, the International Underwriting Agreement, the Articles of Association and the terms and conditions of the Hong Kong Public Offering; or
- 12.1.6 any of the Warranties given by any of 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
- 12.1.7 the execution, delivery and performance by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Offering Documents or otherwise in connection with the Global Offering; or
- 12.1.8 any act or omission of any member of the Company or the Controlling Shareholders and any of their Directors, officers, or employees involved in the Global Offering, and such act or omission relates to the Global Offering; or
- 12.1.9 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, or any Law of any relevant jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

- 12.1.10 any failure or alleged failure by the Company or any of the Directors or the Controlling Shareholders to comply with their respective obligations (including but not limited to complete truthfully, completely and accurately the relevant declarations and undertakings with regard to the Directors for the purpose of the Global Offering) under the Listing Rules, the Articles of Association or applicable Laws; or
- 12.1.11 any breach or alleged breach by any member of the Group or any of the Controlling Shareholders of the Listing Rules or any applicable Laws in connection with the Global Offering;
- 12.1.12 any Proceeding or investigation by or before any Authority having commenced or been threatened or any settlement of any such Proceeding or investigation; or
- 12.1.13 any other matters arising out of or in connection with the Global Offering,

provided that Clause 12.1.7 shall not apply in respect of any Indemnified Party to the extent that such Loss or Proceeding is finally judicially determined by a court of competent jurisdiction or competent arbitral tribunal to have been caused solely by gross negligence, wilful default or fraud on the part of such Indemnified Party. For the avoidance of doubt, the non-application of the indemnity provided for in this Clause 12 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, any Indemnifying Parties to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein or in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Hong Kong Underwriters or any other Indemnified Party of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents, provided that the foregoing shall not, except as provided in Clause 3.15, exclude any liability of any Indemnified Party for any such Loss which has been finally determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been solely caused by such Indemnified Party's fraud, gross negligence or wilful misconduct.
- 12.3 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under Clause 12.1, it shall promptly give notice thereof to the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators (on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 12 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators (on behalf of any Indemnified

Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators (on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred (it being understood, however, that unless (i) a bona fide conflict between the Indemnified Parties to be represented can be reasonably demonstrated or (ii) the relevant counsel cannot or declines to act for all Indemnified Parties for any reason whatsoever or (iii) the proposed counsel is not on the panel list of each of the Indemnified Parties, which warrants the engagement of more than one separate counsel (in addition to local counsel), the Indemnifying Party shall only be liable to the fees and expenses of no more than one separate counsel (in addition to any local counsel) in any one Proceeding or series of related Proceedings in the same jurisdiction representing the Indemnified Parties who are parties to such Proceeding or Proceedings).

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 pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgement, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Law) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Party with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, compromise or consent judgement. Any settlement or compromise by any Indemnified Party in relation to any claim shall be without prejudice to, and without (other than any obligations imposed on it by law) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand it may have or make against the Company under this Agreement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Parties herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

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

12.6.1 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; and

- 12.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
- 12.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 12.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.
- 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 15 Business Days of a written notice demanding payment 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 payable by an Indemnifying Party under this Clause 12 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If an Indemnifying Party makes a deduction or a withholding under this Clause 12, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 12.10 **Taxation:** If a payment under this Clause 12 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 12.11 **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.
- 12.12 **Rights of Indemnified Parties:** Each of the Indemnified Parties that is not a party to this Agreement shall have the right under the Contracts (Rights of Third Parties) Ordinance (which shall apply to this Agreement only to the extent provided in this Clause 12.12) to enforce his or its rights under this Clause 12.12. For the avoidance of doubt, the relevant Indemnified Parties are not required to obtain consent, written or otherwise, of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters before such person may bring proceedings to enforce the terms of this Clause 12.12. Save as provided in this Clause 12.12, Indemnified Parties that are not parties to this Agreement will not be entitled directly to enforce their rights under this Agreement, under the Contracts (Rights of Third Parties) Ordinance or otherwise. Each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters will remain free to agree among themselves to terminate this Agreement to the extent permitted by its terms or to agree to vary any of its terms without the consent of any other Indemnified Parties and none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters will have responsibility to any other Indemnified Parties under or as a result of this Agreement.

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be made or despatched by any of the Warrantors (or by any of their respective directors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK and the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.
- 13.2 **Discussion with the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will discuss with the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators any announcement with respect to the Global Offering proposed to be made to the public by or on behalf of the Company following the date of the Hong Kong Prospectus.
- 13.3 **Full force:** Subject to Clause 13.1, for the avoidance of doubt, the restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or, for so long as any of the Joint Sponsors remain as a sponsor to the Company or any of the Overall Coordinators or the Joint Global Coordinators remain as a coordinator in connection with the Global Offering, the termination of this Agreement. The Company shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

14 CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its affiliates and its and their directors, officers, employees and agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.
- 14.2 **Exceptions:** Any party hereto may disclose, or permit its affiliates and its and their 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 or requested by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK and the SFC, whether or not the requirement for disclosure of information has the force of law;
 - 14.2.3 required to vest the full benefit of this Agreement in such party;
 - 14.2.4 disclosed to the professional advisers and auditors of such party under a duty of confidentiality;

- 14.2.5 the information has come into the public domain through no fault of such party;
- 14.2.6 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;
- 14.2.7 required by any Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI, Hong Kong Underwriter or their respective affiliates for the purpose of the Global Offering or necessary in the view of any such party to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations; or
- 14.2.8 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters),

provided that, in the cases of Clauses 14.2.3 and 14.2.8, any such information disclosed shall be disclosed only after consultation with the other parties.

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

15 NOTICES

- 15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.
- 15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and if so addressed, shall be deemed to have been duly given or made as follows:
 - 15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;
 - 15.2.2 if sent by post, two Business Days after the date of posting;
 - 15.2.3 if sent by airmail, five Business Days after the date of posting;
 - 15.2.4 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; and
 - 15.2.5 if sent by email, when despatch provided that no report of returned email or failure of delivery is received by the sender within 24 hours after the despatch of such email.

However, in the case of clauses 15.2.4 and 15.2.5 above, if the time of deemed receipt of any notice is not before 6:30 p.m. local time on a Business Day at the address of the recipient it is deemed to have been received at 9:00 a.m. local time on the next Business Day.

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, facsimile number and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

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

Units 303 & 305, 3/F, Building 20E, Hong Kong Science Park, Shatin, N.T., Hong Kong

Email : jasonchen@orbusneich.com
Attention : Jason Chen

If to CICC, to:

29th floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Fax : +852 2872 2101 / +86 21 5879 7827
Email : IB_Prj_Taurus@cicc.com.cn / ECM_Prj_Taurus@cicc.com.cn
Attention : Charles Sin / Fengting Chi

If to, CCBI, to:

12/F, CCB Tower, 3 Connaught Road Central, Central Hong Kong

Fax : +852 2918 4903
Email : PROJECT_TAURUS@ccbintl.com
Attention : Leslie Yuen / Rucy Zhang / Alex Ao

If to, BNP, to:

Fax : +852 2865 2523
Email : dl.project.taurus@asia.bnpparibas.com
Attention : Patrick Lai / Ryan Wang

If to any of the other Hong Kong Underwriters, to the address and fax number of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in SCHEDULE 1A.

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

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

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

16 GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

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

16.2 **Court Proceedings:** For the exclusive benefit of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Hong Kong Underwriters and the CMI's only, the parties hereto each irrevocably:

- 16.2.1 agrees that the courts of Hong Kong shall have exclusive jurisdiction in relation to any claim, dispute or difference arising out of or in connection with this Agreement (a “**Dispute**”) and submits to the jurisdiction of such courts and agrees that any proceedings in respect of a Dispute may be brought in such courts, provided that this submission to the jurisdiction of the Hong Kong courts shall not (and shall not be construed so as to) limit the rights of each of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Hong Kong Underwriters and the CMI’s to bring proceedings relating to a Dispute in any other court of competent jurisdiction or concurrently in more than one jurisdiction; and
- 16.2.2 agrees that the courts of Hong Kong are the most appropriate and convenient court to settle any Dispute and accordingly will not object on grounds of inconvenient forum or otherwise as regards proceedings in connection with any Dispute and agrees that a judgment or order of any such court in connection with any Dispute shall be conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.
- 16.3 **Joinder of proceedings:** Notwithstanding anything in the provisions of Clause 16, each of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Hong Kong Underwriters and the CMI’s shall have the sole and absolute right, in circumstances in which it becomes or is joined as a defendant or third party in any proceedings in any court of competent jurisdiction, to join the Company or any of the Controlling Shareholders as a party to those proceedings or otherwise pursue claims against the Company or any of the Controlling Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise). If proceedings in any court are commenced against the Company or any the Controlling Shareholders, or the Company or any of the Controlling Shareholders is joined to proceedings in any court, in accordance with this Clause 16.3 (“**Prior Proceedings**”), no further proceedings (whether in the same forum or otherwise) may be commenced by any party under Clause 16.2 in respect of a dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as the Prior Proceedings until the Prior Proceedings have been finally determined. The taking of proceedings in the courts of any one or more jurisdictions under this Clause 16.3 shall not preclude the taking of proceedings in the courts of any other jurisdiction, whether concurrently or not, to the extent permitted by the Laws of that jurisdiction.
- 16.4 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 16.
- 16.5 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 16 (on the ground of *forum non conveniens* or otherwise) and further irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- 16.6 **Service of documents:** Subject to Clause 16.7, each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process in respect of proceedings permitted to be brought under the provisions of this Clause 16 shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.
- 16.7 **Process agent:** Each of the Controlling Shareholders irrevocably appoint the Company, as his/her/its authorised agent for the service of process in Hong Kong in connection with this

Agreement. Service of process upon the Controlling Shareholders at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for each of the Controlling Shareholders, each of the Controlling Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators shall be entitled to appoint such new agent for and on behalf of the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Law.

16.8 Where proceedings permitted under this Clause 16 are taken against the Company or the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Controlling Shareholders shall appoint an agent for the service of process in that jurisdiction acceptable to the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days, failing which the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators shall be entitled to appoint such agent for and on behalf of the Company or the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by Laws.

16.9 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings) in relation to any Dispute, the Company or any of the Controlling Shareholders has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), to the fullest extent permitted by the law, the Company or such Controlling Shareholder hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings, and declares that such waiver shall be effective to the fullest extent permitted by the relevant laws.

17 **RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

17.1 In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

17.2 In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S.

Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

17.3 For purposes of this Clause 17:

17.3.1 “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

17.3.2 “**Covered Entity**” means any of the following:

(a). a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b). a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c). a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

17.3.3 “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

17.3.4 “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

18 GENERAL PROVISIONS

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

18.2 **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.

18.3 **Assignment:** Each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12, respectively, to any of the persons who have the benefit of the indemnities in Clause 12 and any successor entity to such Joint Sponsor, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or Hong Kong Underwriter or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.

18.4 **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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators,

the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI 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).

- 18.5 **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).
- 18.6 **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.
- 18.7 **Entire agreement:** This Agreement, and (i) in the case of the Joint Sponsors, the Joint Sponsors Engagement Letter, (ii) in the case of CCBI as the sponsor-overall coordinator, an overall coordinator, a CMI, joint global coordinator, joint bookrunner and joint lead manager, the Sponsor-OC Engagement Letter; (iii) in the case of CICC and BNP each as an overall coordinator, a CMI, joint global coordinator, joint bookrunner and joint lead manager, the respective OC Engagement Letters; (iv) in the case of (A) CITIC CLSA and CMS each as a CMI, joint global coordinator, joint bookrunner and joint lead manager, (B) ZMF, Futu and YXS each as a CMI, joint bookrunner and joint lead manager, their respective engagement letters with the Company, constitutes the entire agreement among the Company, the Controlling Shareholders, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the sponsors engagement letter between the Company and each of the Joint Sponsors) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement at any time prior to the execution of this Agreement (the “**Pre-contractual Statements**”). Each party hereto acknowledges that in entering into this Agreement on the terms set out in this Agreement, it is not relying upon any Pre-contractual Statement not expressly set out in this Agreement or the documents referred to in this Agreement. No party shall have any right of action (except in the case of fraud) against any other party to this Agreement arising out of or in connection with any Pre-contractual Statement except to the extent that such Pre-contractual Statement is incorporated into this Agreement or the documents referred to in this Agreement.
- 18.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.
- 18.9 **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 authorises the attachment of its counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

- 18.10 **Judgement Currency Indemnity:** In respect of any judgement or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgement currency**”) other than Hong Kong dollars, each of the Warrantors will jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgement currency for the purpose of such judgement or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgement currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgement or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 18.11 **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 Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company or the Controlling Shareholders, as the case may be, will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters, as applicable.

If any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters is required by any Authority to pay any Taxes as a result of this Agreement, the Company (or the Controlling Shareholders, as the case may be) will pay an additional amount to such Joint Sponsor, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or Hong Kong Underwriter so that the full amount of such payments as agreed in this Agreement to be paid to such Joint Sponsor, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or Hong Kong Underwriter is received by such Joint Sponsor, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or Hong Kong Underwriter. The Company and the Controlling Shareholders will further, if requested by such Joint Sponsor, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or Hong Kong Underwriter, use reasonable efforts to give such assistance as such Joint Sponsor, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or Hong Kong Underwriter may reasonably request to assist such Joint Sponsor, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or Hong Kong Underwriter in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Joint Sponsor, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or Hong Kong Underwriter reasonably requests, promptly making available to such Joint Sponsor, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or Hong Kong Underwriter notices received from any Authority and, subject to the receipt of funds from such Joint Sponsor, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or Hong Kong Underwriter, by making payment of such funds on behalf of such Joint Sponsor, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or Hong Kong Underwriter to the relevant Authority in settlement of such Taxes and, forwarding to such party

for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

- 18.12 **Authority to the the Overall Coordinators:** Unless otherwise provided herein, each CMI and Hong Kong Underwriter (other than the Overall Coordinators) hereby authorises the Overall Coordinators to act on behalf of all the CMIs and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the CMIs and 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.
- 18.13 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Overall Coordinator, Joint Global Coordinator, Joint Sponsor or Underwriter. Any certificate signed by the Controlling Shareholder personally or (in the case of Harmony Tree Limited, "HART") any director or any officer of the Controlling Shareholder and delivered to the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by that Controlling Shareholder, as to matters covered thereby, to each Overall Coordinator, Joint Global Coordinator, Joint Sponsor or Underwriter.
- 18.14 **No right of contribution:** Each of the Controlling Shareholders hereby irrevocably and unconditionally:
- 18.14.1 waives any right of contribution or recovery or any claim, demand or action him/her/it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against him/her/it, or any loss or damage or liability suffered or incurred by him/her/it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;
- 18.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to him/her/it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and
- 18.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against him/her/it under this Agreement) not to make any claim against any director, officer or employee of the Company or of any other member of the Group on whom it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.
- 18.15 **Further Assurance:** The Company and the Controlling Shareholders shall from time to time, on being reasonably required to do so by the Joint Sponsors and the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Joint Sponsors and the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

- 18.16 **Survival:** The provisions in this Clause 18 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.
- 18.17 **Contracts (Rights of Third Parties) Ordinance:** To the extent otherwise set out in this Clause 18.17, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- 18.17.1 Indemnified Parties may enforce and rely on Clause 12.1 to the same extent as if they were a party to this Agreement.
- 18.17.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 18.17.1.
- 18.17.3 The assignee pursuant to Clause 18.3 may enforce and rely on this Agreement as if it were a party to this Agreement.

SCHEDULE 1

THE CONTROLLING SHAREHOLDERS

Name	Address
Mr. David CHIEN	7/F, Opus Hong Kong 53 Stubbs Road The Peak Hong Kong
Ms. Kwai Ching Denise LAU	7/F, Opus Hong Kong 53 Stubbs Road The Peak Hong Kong
HART	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

**SCHEDULE 1A
THE HONG KONG UNDERWRITERS**

<u>Hong Kong Underwriter (Address and Fax Number)</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>	<u>Percentage to be underwritten</u>
<p>China International Capital Corporation Hong Kong Securities Limited 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong Contact person: Charles Sin / Fengting Chi Fax: +852 2872 2101 / +86 21 5879 7827 Email: ECM_Prj_Taurus@cicc.com.cn</p>	See below	See below
<p>CCB International Capital Limited 12/F, CCB Tower, 3 Connaught Road Central, Central Hong Kong Contact person: Leslie Yuen / Rucy Zhang / Alex Ao Fax: +852 2918 4903 Email: PROJECT_TAURUS@ccbintl.com</p>	See below	See below
<p>BNP Paribas Securities (Asia) Limited 60/F-63/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong Contact person: Patrick Lai / Ryan Wang Fax: +852 2865 2523 Email: dl.project.taurus@asia.bnpparibas.com</p>	See below	See below
<p>CLSA Limited 18/F One Pacific Place, 88 Queensway, Hong Kong Contact person: CLSA ECM team Fax: +852 2169 0801 Email: ProjectTaurus2021@clsa.com</p>	See below	See below
<p>China Merchants Securities (HK) Co., Limited 48/F One Exchange Square, 8 Connaught Place, Central, Hong Kong Contact person: Ted Li and CMS ECM Team Fax: +852-2537 7983 Email: projecttaurus2021ecm@cmschina.com.hk</p>	See below	See below
<p>ZMF Asset Management Limited 2502 World Wide House, 19 Des Voeux Road Central, Hong Kong Contact person: Andrew Chan Fax: +852 2868 5121 Email: andrew.chan@zmf-g-hk.com</p>	See below	See below

Futu Securities International (Hong Kong) Limited Unit C1-2 13/F, United Centre No. 95 Queensway, Admiralty, Hong Kong Contact person: Tse Chi Kin, Daniel Fax: +852 2523 6588 Email: project.taurus2022@futihk.com	See below	See below
Yue Xiu Securities Company Limited Rooms Nos. 4917-4937, 49/F, Sun Hung Kai Centre, No.30 Harbour Road, Wanchai, Hong Kong Contact person: Blue Zhang / Eric He Fax: + 852 3583 1689 Email: ecm@yxsh.hk	See below	See below
Total	5,464,000	100%

Formula:

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

$$A = \frac{B}{C} \times 5,464,000$$

Where:

“A” is the maximum number of the Hong Kong Offer Shares to be underwritten by the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded 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 5,464,000, and (iii) the number 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 respective number of the International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement. For the avoidance of doubt, B is deemed to be zero if neither the relevant Hong Kong Underwriter nor any of its affiliates is an International Underwriter (as defined in the International Underwriting Agreement); and

“C” is the aggregate number of the International Offer Shares (as defined in the International Underwriting Agreement) which all the International Underwriters (as defined in the International Underwriting Agreement) and then respective affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 2 THE WARRANTIES

Part A: Representations and Warranties of the Company

The Company represents, warrants and undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, 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 Preliminary Offering Circular, the Investor Presentation Materials and the Formal Notice contains any untrue statement of a material fact or omits to state any 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 All expressions of opinion or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the sufficiency of working capital, use of proceeds, planned capital expenditures, projected, critical accounting policies, indebtedness, prospects, dividends, material contracts and litigation) disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular or made available (A) have been made after due, careful and proper consideration, (B) are and remain based on grounds and assumptions referred to in each of the Hong Kong Prospectus and the Preliminary Offering Circular or otherwise based on reasonable grounds and assumptions, and (C) represent and continue to represent reasonable and fair expectations honestly held based on facts known to the Company, any other member of the Group, and/or any of their respective directors; and (D) there are no other material facts or matters the omission of which would or may make any such expression, statement, forecast or estimate, in light of the circumstances under which they were made, misleading.
- 1.3 The Hong Kong Prospectus, the Application Form and the Formal Notice contain or include (A) all information and particulars required to be contained or included therein to comply with the Companies Ordinance, 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 Shares on the SEHK (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 the rights attaching to the Shares.
- 1.4 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, any other member of the Group, and/or any of their respective directors, officers, employees, affiliates or agents, to the SEHK and/or the SFC have complied with all applicable Laws.
- 1.5 Other than the Hong Kong Public Offering Documents, the Formal Notice, the Preliminary Offering Circular, the Company and its agents and representatives (other than the Underwriters in their capacity as such) have not, without the prior written consent of the Overall Coordinators, prepared, made, used, authorised, approved or referred to any Supplemental Offering Material (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 Disclosure Package and the Final Offering Circular or amendments or supplements thereto), including, without limitation, any roadshow materials relating to the Offer Shares that constitutes such a written communication).

1.6 Without prejudice to any of the other Warranties:

- 1.6.1 the statements contained in the section headed “Future Plans and Use of Proceeds” in each of the Hong Kong Prospectus and the Preliminary Offering Circular are complete, true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and enquiry;
- 1.6.2 the statements contained in the section headed “Risk Factors” in each of the Hong Kong Prospectus and the Preliminary Offering Circular are complete, true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and enquiry, and, to the knowledge of the Company, there are no other material risks or matters associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group which have not been disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular;
- 1.6.3 the statements contained in the sections headed “Industry Overview”, “Share Capital”, “Regulatory Overview”, “Appendix III – Summary of the Constitution of the Company and Cayman Islands Company Law”, “Appendix IV – Statutory and General Information” in each of the Hong Kong Prospectus and the Preliminary Offering Circular, insofar as they purport to constitute summaries of the terms of the Shares and describe provisions of Laws, regulations, documents and other legal matters referred to therein, are, in all material respects, a fair and accurate summary of the relevant Laws, regulations, documents and legal matters and, in light of the circumstances under which they were made, not misleading;
- 1.6.4 the statements contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular relating to the Group’s indebtedness as at close of business on 31 October 2022 are complete, true and accurate in all material respects and all material developments in relation to the Company’s indebtedness have been disclosed;
- 1.6.5 the statements relating to the Group’s working capital, liquidity and capital resources contained in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Financial Information” are complete, true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading in any material respects;
- 1.6.6 all the interests and short positions of each of the Directors in the Shares, underlying shares and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the SEHK pursuant to Part XV of such Ordinance, or which will be required pursuant to section 352 of such Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the SEHK pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, are fully and accurately disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular.

- 1.6.7 the reply to each question set out in the Verification Notes given by or on behalf of the Company or the Directors was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies and supporting documents prepared or supplied by or on behalf of the Company or Directors (or any of them) have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading in any material respect; and
- 1.7 All statistical or market-related, operational or financial data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular derived from the Company are derived and extracted from records of the Company and the other members of the Group subject to or using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading; all statistical or market-related data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular derived from sources other than the Company are derived and extracted from sources which the Company reasonably believes in good faith to be reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.
- 1.8 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, any other member of the Group, and/or any of their respective directors, officers, employees, affiliates or agents to the SEHK, the SFC, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other advisers to the Company or the Underwriters for the purposes of the Global Offering and/or the listing of the Shares on the SEHK (including, without limitation, for the purpose of relying to queries and comments raised by the SEHK, the answers and documents provided for or in the course of due diligence or contained in or referred to in the Verification Notes, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the Formal Notice or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsors in relation to the listing of the Company, and the responses to queries and comments raised by the SEHK or the SFC) and the information contained in the Analyst Presentation Materials and the Investor Presentation Materials, was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in all of the Hong Kong Prospectus, the Preliminary Offering Circular and the Formal Notice or otherwise notified to the SEHK and/or the SFC, as applicable, remains complete, true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading in any material respect.

2 The Company and the Group

- 2.1 As at the date of this Agreement, the Company has the authorised and issued share capital as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Share Capital”, and all of the issued shares (A) have been duly authorised and validly issued and are fully paid and non-assessable; (B) are owned by the existing shareholders in the amounts specified in each of the Hong Kong Prospectus and the Preliminary Offering Circular; (C) have been issued in compliance with all applicable Laws; and (D) 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.
- 2.2 The Company has been duly incorporated as an exempted company with limited liability and is validly existing and in good standing under the Laws of the Cayman Islands, with full right,

power and authority (corporate and other) to own, use, lease and operate its properties or assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, to execute and deliver each of this Agreement and the Operative Documents, to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association, the memorandum of association and other constituent or constitutive documents of the Company comply with the requirements of the Laws of the Cayman Islands 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, the memorandum of association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules) where applicable.

- 2.3 (A) The Company has no subsidiaries, jointly-controlled companies and associated companies other than those as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix I – Accountant’s Report”; (B) except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular under the section headed “Appendix I – Accountant’s Report”, the Company owns all of the issued or registered share capital or other equity interests of or in each of the other members of the Group; (C) other than the share capital or other equity interests of or in the other members of the Group and joint venture as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix I – Accountant’s Report”, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity, except for those which are not material to the Group, taken as a whole; (D) all of the issued shares of each of the members of the Group have been duly authorised and validly issued, are fully paid up or otherwise in compliance with applicable Laws and non-assessable, have been issued in compliance with all applicable Laws and were 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; (E) the registered capital (in the form of shares or otherwise) of each of the members of the Group that is a PRC person has been duly and validly established, all of such registered capital 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 PRC Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and is owned by the Company subject to no Encumbrance or adverse claims; and (F) except as disclosed in all of the Hong Kong Prospectus and the Preliminary Offering Circular, 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 of or in any member of the Group are outstanding.
- 2.4 Each member of the Group has been duly incorporated, registered or organised 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 organisation, with full right, power and authority (corporate and other) to own, use, lease and operate its properties or assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular; the memorandum and articles of association, other constituent or constitutive documents and the business licences of each member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organisation, and are in full force and effect.
- 2.5 No member of the Group has conducted, is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including,

without limitation, contingent liability or obligation), which is material to such member of the Group but which is not directly or indirectly related to the business of such member of the Group or the business of the Group, taken as a whole, as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

- 2.6 There is no contract or agreement between the Company or any other member of the Group, on the one hand, and any third party, on the other hand, in relation of the merger, acquisition, business consolidation, joint venture, strategic cooperation, with or of any other entity or business except for the joint venture agreements with Products & Features International, LDA in relation to OrbusNeich P+F Company Limited or as otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

3 Offer Shares

- 3.1 The Offer Shares have been duly and validly authorised and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly authorised, issued, fully paid and non-assessable, free of any pre-emptive right, resale right, right of first refusal or similar right and subject to no Encumbrance or adverse claims, and will rank *pari passu* in all respects with the existing issued Shares, including right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable laws. the Offer Shares, 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 the Laws of the Cayman Islands or Hong Kong or the Articles of Association and the memorandum 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.

- 3.2 As at the Listing Date, the Company will have the authorised and issued share capital as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Share Capital". The share capital of the Company, including the Offer Shares, conforms in all material respects to each description thereof contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under the Laws of the Cayman Islands.

4 This Agreement and Operative Documents

- 4.1 Each of this Agreement and the International Underwriting Agreement, the Operative Documents and any other document required to be executed by the Company pursuant thereto has been and will be duly authorised, executed and delivered by the Company, when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.
- 4.2 The statements set forth in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed, respectively, "Structure of the Global Offering" and "Underwriting", insofar as they purport to describe the provisions of this Agreement, are complete, true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading in any material respect.

5 No conflict, compliance and approvals

- 5.1 No member of the Group is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents or its business licence, or (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 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 the case of (B) and (C) above, for any such breach, default or violation that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change.
- 5.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions 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 any member of the Group pursuant to (A) the memorandum and articles of association or other constituent or constitutive documents or the business licence of any member of the Group (to the extent applicable), or (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 Group is a party or by which any member of the Group is bound or any of its properties or assets may be bound or affected, or (C) any Laws applicable to any member of the Group or any of its properties or assets.
- 5.3 Approval in principle has been obtained from the Listing Committee for the listing of, and permission to deal in, the Shares on the Main Board of the SEHK, and, to the best knowledge of the Company after due and careful inquiry, there is no reason to believe that such approval may be revoked, suspended or modified.
- 5.4 Except for the final approval from the SEHK for the listing of and permission to deal in the Shares on the Main Board of the SEHK, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares, execution or delivery by the Company of this Agreement, the International Underwriting Agreement, the Operative Documents, any other document required to be executed by the Company pursuant thereto, or the performance by the Company of their respective obligations hereunder or the consummation of the transactions contemplated by this Agreement and the International Underwriting Agreement, the Operative Documents, any other document required to be executed by the Company pursuant thereto 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 Prospectus 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 Shares or shares of any other capital stock of the Company, (B) no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase any Shares or any other shares of the Company and (C) no person has the right 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 Shares or any other shares of the Company in the Global Offering.

- 5.6 Except as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) the Company and the other members of the Group, (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto in all material respects, and (ii) have obtained or made and hold and are in compliance with all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use their respective properties and assets and conduct their respective businesses and operations in the manner presently conducted as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, including but not limited to Laws applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, promotion, sales, storage, import, export or disposal of any product in development or manufactured or distributed by the Company and its subsidiaries, except where the failure to comply with such Laws, Approvals or Filings or to obtain, make or hold such Approvals or Filings would not, individually or in the aggregate, result in a Material Adverse Change; (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 Prospectus and the Preliminary Offering Circular; and (C) all such Approvals and Filings are valid and in full force and effect, and no member of the Group in any material respect 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 (including but not limited to the National Medical Product Administration of the PRC (“NMPA”), the Food and Drug Administration of the United States (“FDA”), the Pharmaceuticals and Medical Devices Agency under Japan Ministry of Health, Labor and Welfare (“PMDA”) and Conformité Européenne (“CE”)) is considering revoking, suspending or modifying, any such Approvals and Filings, and, to the best knowledge of the Company after due and careful inquiry, there are no facts or circumstances existing or that have in the past existed which may lead to revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Approvals and Filings or any requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of any member of the Group or cause any member of the Group to incur additional material expenditures.
- 5.7 (A) All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular, have been obtained or made, and no event has occurred, and no circumstance exists, which could prevent any member of the Group from obtaining or making any such Approvals and Filings so disclosed as not having been made or obtained; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus and the Preliminary Offering Circular will not contravene, conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group pursuant to (i) the memorandum and articles of association or other constituent or constitutive documents or the business licence of

any member of the Group, (ii) 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 Group is a party or by which any member of the Group is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to any member of the Group or any of its properties or assets.

6 Accounts and other financial information

- 6.1 The Reporting Accountants, whose audit report on certain consolidated financial statements of the Company is included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.
- 6.2 (A) The audited consolidated financial statements (and the notes thereto) of the Company included in each of the Hong Kong Prospectus and the Preliminary Offering Circular give a true and fair view of the consolidated financial position of the Company and the Subsidiaries as at the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company and the Subsidiaries for the periods specified, and have been prepared in conformity with Hong Kong Financial Reporting Standards (“**HKFRS**”) issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular are derived from the accounting records of members of the Group and present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company included therein; (C) the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Prospectus and the Preliminary Offering Circular have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and other pro forma financial statements, information and data, if any) are reasonable, the unaudited pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the unaudited pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and other pro forma financial statements, information and data, if any); (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 Prospectus and the Preliminary Offering Circular are not included as required; and (E) the Company and the Subsidiaries do not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in all of the Hong Kong Prospectus and the Preliminary Offering Circular.
- 6.3 The memorandum of the Board on profit forecast for the year ending 31 December 2022 and on working capital forecast for the 18 months from 1 July 2022 to 31 December 2023 has been approved by the Directors and reviewed by the Reporting Accountants, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading in any material respect, (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) 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 such memorandum.

- 6.4 (A) The prospective information (i) included in the profit forecast as set forth in the memorandum of the board of directors on profit forecast for the year ending 31 December 2022 and on working capital forecast for the 18 months from 1 July 2022 to 31 December 2023 and (ii) included in the planned capital expenditures and projected working capital as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Financial Information – Liquidity and Capital Resources” (collectively, the “**Prospective Financial Information**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the best knowledge of the Company after due and careful inquiry and the bases and assumptions stated in the memorandum and 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 Prospectus and the Preliminary Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the consolidated profit attributable to the shareholders of the Company for the year ending 31 December 2022 and estimating the capital expenditures and the projected working capital of the Company for the 18 months from 1 July 2022 to 31 December 2023, as applicable, and (ii) reflect, for each relevant period, a fair and reasonable forecast or estimate by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a fair and reasonable forecast by the Company of the consolidated profit attributable to the shareholders of the Company for the year ending 31 December 2022 and fair and reasonable estimates by the Company of the estimated capital expenditures and the projected working capital of the Company for the 18 months from 1 July 2022 to 31 December 2023, as applicable.
- 6.5 The unaudited consolidated management financial information of the Company and the Subsidiaries as at 31 October 2022 and for the period from 1 July 2022 to 31 October 2022 and other accounting records of the Company and the Subsidiaries (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company as stated in the Hong Kong Prospectus and the Preliminary Offering Circular. All the transactions entered into by the Company or any of the Subsidiaries or to which the Company or any of the Subsidiaries was a party during the period from 1 January 2022 to 31 October 2022, (B) contain no material inaccuracies or discrepancies of any kind, and (C) present fairly the consolidated financial position of the Company and the Subsidiaries as at 31 October 2022 and the consolidated results of operations of the Company and the Subsidiaries for the period from 1 July 2022 to 31 October 2022; and there has been no material change in the capital stock, total current assets or total current liabilities, decreases in shareholders’ equity, increases in short-term debt or long-term debt of the Group as at 31 October 2022 as compared to amounts shown in latest audited consolidated balance sheet of the Group as at 30 June 2022 included in the Hong Kong Prospectus, and no material decreases in revenues or gross profit or net profit of the Group during the period from 1 July 2022 to 31 October 2022 as compared to the corresponding period in the preceding financial year ended 31 December 2021 of the Company.
- 6.6 The statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Financial Information - Critical Accounting Policies” are complete, true and accurate in all material respects and not, in light of the circumstances under which they were made, misleading and fairly describe, (A) accounting policies which the Company believes are the most material to the portrayal of the Company’s financial condition and results of operations (the “**Critical Accounting Policies**”), (B) judgments and uncertainties affecting the application of the Critical Accounting Policies, (C) 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 the Reporting Accountants with regard to such disclosure.

- 6.7 Each of the Hong Kong Prospectus and the Preliminary Offering Circular accurately and fully describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity of any member of the Group and could reasonably be expected to occur, and (B) all material off balance sheet transactions, arrangements, obligations and liabilities, direct or contingent. No member of the Group has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any member of the Group, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the liquidity of any member of the Group or the availability thereof or the requirements of any member of the Group for capital resources.
- 6.8 (A) The factual contents of the reports, letters and certificates of the Reporting Accountants are complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports or letters, in light of the circumstances under which they were made, misleading, and the opinions attributed to the Directors in such reports, letters and certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry; (B) no material information was withheld from the Reporting Accountants for the purposes of their preparation of their reports contained in each of the Hong Kong Prospectus 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 material information which has not been provided the result of which would make the information so received, in light of the circumstances under which they were made, misleading; and (C) no material information was withheld from the Reporting Accountants or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the pro forma net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or their review of the Company's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

7 Indebtedness and material obligations

- 7.1 Except otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) no member of the Group has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities, (B) no material outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of such member of the Group, (C) no person to whom any material indebtedness of any member of the Group that is repayable on demand is owed has demanded or, to the best knowledge of the Company after due and careful inquiry, threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) to the best knowledge of the Company after due and careful inquiry, no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any member of the Group or under any guarantee of any material liability of any member of the Group by reason of default of such member of Group or any other person or under any material guarantee given by any member of the Group,

and (E) no member of the Group has stopped or suspended payments of its debts or has become unable to pay its debts or otherwise become insolvent.

- 7.2 (A) The amounts borrowed by any 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 or in any debenture or other deed or document binding upon it; (B) no member of the Group has factored any of its material debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of any member of the Group which is material to the Group, taken as a whole, (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) all unutilized amounts under such borrowing facility is capable of drawdown, and (iii) to the best knowledge of the Company after due and careful inquiry, no event has occurred, and no circumstances exist, which could cause any unutilized amounts under such borrowing facility to be unavailable for drawing as required; (D) to the best knowledge of the Company after due and careful inquiry, no event has occurred, and no circumstances exist, in relation to any material investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted to any member of the Group from or by any Authority in consequence of which any 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.
- 7.3 All guarantees of indebtedness of the members of the Group are in full force and effect. There are no outstanding guarantees or contingent payment obligations of the Company or any Subsidiary in respect of indebtedness of any other party.
- 7.4 Since the date of the latest audited consolidated financial statement included in the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the other member of the Group (A) has carried on and will carry on business in the ordinary course so as to maintain it as a going concern and (B) has continued to pay its creditors in the ordinary course of business.

8 Subsequent events

- 8.1 Except as otherwise disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus and the Preliminary Offering Circular (the “**Latest Audited Balance Sheet Date**”), no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Group, taken as a whole, (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to the Group, taken as a whole, (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Group, taken as a whole, or (D) cancelled, waived, released or discounted in whole or in part any material debt or claim, except in the ordinary course of business, (E) purchased or reduced or otherwise change, or agreed to purchase or reduce or otherwise change, its capital stock or other equity interest of any class, (F) declared, made or paid any dividend or distribution of any kind on its capital stock or other equity interest of any class, or (G) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (F) above.
- 8.2 Subsequent to the Latest Audited Balance Sheet Date, no member of the Group has sustained any loss or interference with its business from fire, explosion, flood, earthquake, epidemic or other calamity, whether or not covered by insurance, or from any labour dispute or any action,

order or decree of any Authority, except as otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

- 8.3 Subsequent to the Latest Audited Balance Sheet Date, there has not been (A) any development involving a Material Adverse Change, (B) any transaction which is material to the Company and the other members of the Group, taken as a whole, (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any member of the Group which is material to the Company and the other members of the Group, taken as a whole, (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any member of the Group, 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 Except as otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) there has been no material change in the capital stock and total assets] of the Group as at (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the Latest Audited Balance Sheet Date audited by the Reporting Accountant; and (B) there has been no material decreases in revenues or gross profit or net profit of the Group during the period from 30 June 2022 to (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to the corresponding period in the preceding financial year ended 31 December 2021 of the Company.

9 Assets

- 9.1 Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) each of the Company and the other members of the Group has valid, good and marketable title to all real properties and buildings, personal properties and assets that it purports to own, in each case free and clear of all Encumbrances; (B) each of the real properties and buildings, personal properties or assets, as applicable, held under lease or licence by the Company or any other member of the Group is held by it under a lease or licence in full force and effect that has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable; (C) 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 members of the Group has occurred and is continuing to occur under any of such leases or licences and the Company is not aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be adverse to the rights or interests of the Company or any other member of the Group under such lease, tenancy or license or (b) which may affect the rights of the Company or the relevant member of the Group to the continued possession or use of such leased or licensed property or other asset, with such exceptions as would not, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable; (D) there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such owned, leased or licensed property or other asset by the Company or any other member of the Group, with such exceptions as would not individually or in the aggregate, result in a Material Adverse Change; (E) the use of all properties owned or leased by the Company or the relevant member of the Group is in accordance with its permitted use under all applicable Laws, with such exceptions as would not individually or in the aggregate, result in a Material Adverse Change; (F) neither the Company nor any other member of the Group owns, leases, licenses, operates, manages, uses or has any other right or interest

in any other real property or building or personal property or asset, as applicable, of any kind that is material, except as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Business – Properties”, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the other members of the Group to carry on the business of the Company and the other members of the Group in the manner described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, other than those properties and assets the absence of which would not, individually or in the aggregate, result in a Material Adverse Change; (G) all real properties or buildings and personal properties or assets used by the Company or any other member of the Group are used in compliance with all permitted uses or restrictions on uses under any Law applicable thereto or any contract or other agreement binding thereupon, with such exceptions as would not individually or in the aggregate, result in a Material Adverse Change.

- 9.2 (A) The Company and the other members of the Group own (free of any Encumbrance), or have obtained (or can obtain on reasonable terms) or have applied for, licences for, or other rights or to use, all material patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement pursuant to which the Company or any other member of the Group has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the other members of the Group have complied with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any other member of the Group has occurred and is continuing or is likely to occur under any such agreement; (C) to the best knowledge of the Company after due and careful inquiry, there are no third parties who have established rights to any Intellectual Property, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which are licensed to the Company; (D) to the best knowledge of the Company after due and careful inquiry, there is no infringement by third parties of any Intellectual Property, except where any such infringement or claim would not individually or in the aggregate, result in a Material Adverse Change; (E) there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by others challenging the Company’s rights in or to any Intellectual Property or 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; (F) there is no pending or, to the best knowledge of the Company after due and careful inquiry, threatened action, suit, proceeding or claim by others that the Company or any other member of the Group infringes or otherwise violates, or would, upon the commercialisation of any product or service described in all of the Hong Kong Prospectus and the Preliminary Offering Circular, if any, as under development, infringe or violate, any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (G) to the best knowledge of the Company after due and careful inquiry, there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property or that challenges the validity, enforceability or scope of any of the Intellectual Property; (H) to the best knowledge of the Company after due and careful inquiry, there is no prior art that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the jurisdictions in which the Group operates having jurisdiction over intellectual property matters; and (I) the proposed new products described in each of the Hong Kong Prospectus and the Preliminary Offering Circular,

if any, as under development by the Company or any other member of the Group fall within the scope of the claims of one or more patents owned by, or licensed to, the Company or any other member of the Group.

9.3 (A) All computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company or any other member of 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 the other members of the Group as currently conducted; (B) the Company and the 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; (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 the other members of the Group have complied in all material respects with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any other member of the Group has occurred and is continuing or is likely to occur under any 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 the other members of the Group are maintained and operated by the Company and the other members 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 other members of the Group; (E) in the event that the persons providing maintenance or support services for the Company or any other member of the Group with respect to the Information Technology cease or are unable to do so, the Company and the other members of the Group have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no material defects relating to the Information Technology which have caused any material disruption or interruption in or to the business of the Group; and (G) each member of the Group has in place procedures to prevent unauthorised access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; (H) each member of the Group has in place adequate back-up policies and disaster recovery arrangements to enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Company or the other member of the Group.

(A) The Company and the other members of the Group have complied in all material respects with all applicable data protection Laws; (B) the Group have implemented and maintained 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 (“**Personal Data**”) used in connection with their respective businesses, and there have been no breaches, violations, outages or unauthorised uses of or accesses to same, where such breaches, violations, outages or unauthorized uses of or accesses would result in, individually or in the aggregate, a Material Adverse Change; (C) 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 jurisdiction, where any such breach or non-compliance or prohibition would result in, individually or in the aggregate, a Material Adverse Change; (D) 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, unauthorised destruction or unauthorised disclosure of data in the previous

three years and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data; and (E) to the best knowledge of the Company after due and careful inquiry, no warrant has been issued authorising 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.

10 **Clinical trials**

10.1 (A) The clinical trials and preclinical studies conducted by or, to the knowledge of the Company, on behalf of or sponsored by the Company or its subsidiaries, taken as a whole, or in which the Company or its Subsidiaries, taken as a whole, have participated were, and if still pending are, being conducted in accordance with standard medical and scientific research standards and procedures for devices comparable to those being developed by the Group and all applicable statutes and all applicable rules and regulations of the NMPA, FDA, PMDA, CE and comparable regulatory agencies in other jurisdictions to which the Group is subject (collectively, the “**Regulatory Authorities**”). (B) neither the Company nor any of its subsidiaries have received any written notices, correspondence or other communications from the Regulatory Authorities or any other governmental agency requiring or threatening the termination, material modification or suspension of any clinical trials, other than ordinary course communications with respect to modifications in connection with the design and implementation of such trials, and, to the Company’s knowledge, there are no reasonable grounds for the same.

10.2 (A) Neither the Company nor the Subsidiaries has failed to file with the Regulatory Authorities any required filing, declaration, listing, registration, report or submission that is a responsibility of the Company or the Subsidiaries with respect to their respective devices that are described or referred to in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except where such failure would not individually or in the aggregate, result in a Material Adverse Change. (B) All such filings, declarations, listings, registrations, reports or submissions were in compliance with applicable Laws in all material respects when filed; and no material deficiencies regarding compliance with applicable Laws have been asserted by any applicable regulatory authority with respect to any such filings, declarations, listings, registrations, reports or submissions.

11 **Compliance with employment and labour Laws**

11.1 Each of the Company and the other member of the Group is in compliance in all material respects with the labour and employment Laws applicable to their employees in the jurisdiction of its incorporation, registration or organisation.

11.2 Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular and as required by applicable Laws, (A) no 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, except for matters which would not, individually or in the aggregate, result in any Material Adverse Change ; (B) neither the Company nor any other member of the Group has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; (C) there are no material amounts owing or promised to any present or former directors or employees of any member of the Group other than remuneration accrued, due or for reimbursement of business expenses; (D) to the best knowledge of the Company after due and careful inquiry, no directors or senior management or key employees of any member of the Company have given or been given notice terminating their contracts of employment ; (E) there are no proposals to terminate the employment or consultancy of any directors, key employees or to vary or amend their terms of

employment or consultancy (whether to their detriment or benefit); (F) no member of the Group has any material undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors or employees by them; and (G) no material liability has been incurred by any member of the Group for breach of any director's or employee'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 or employee, 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 or director of the Company or any other member of the Group.

- 11.3 All contracts of service or contracts for services in relation to the employment of the employees and directors of the members of the Group are on usual and normal terms which do not in any way whatsoever impose any unusual or onerous obligation on the Company or any other member of the Group, and all subsisting contracts of service to which the Company or any other member of the Group is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and there are no claims pending, or to the knowledge of the Company, threatened or capable of arising against the Company or any other member of the Group, by any employee or director, in respect of any accident or injury not fully covered by insurance; the Company and other members of the Group have, in relation to their respective directors or employees and (so far as relevant to each of its former directors or employees), complied in all material respects with all terms and conditions of such directors' or employees' contracts of services, employment or consultancy.
- 11.4 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 or employees of any member of the Group and no strike, labour dispute, slowdown or stoppage or other conflict with the Directors or employees of any member of the Group pending or, to the knowledge of the Company, threatened against any member of the Group, (ii) no union representation dispute currently existing concerning the employees of any member of the Group, and (iii) no existing, or to the best knowledge of the Company after due and careful inquiry, imminent or threatened labour disturbance by the employees of any of the principal suppliers, contractors or customers of any member of the Group, and (B) there have been and are no violations of any labour and employment Laws of the jurisdictions in which the Group operates by any member of the Group.

12 **Compliance with environmental Laws**

- 12.1 (A) The Company and the other members of the Group and their respective assets and operations are in compliance with, and the Company and each 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), except to the extent that failure to so comply with Environmental Laws or to so obtain, make or hold or comply with such Approvals and Filings would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change; (B) there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to any member of the Group under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws; (C) except as would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change, no member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, to the best knowledge of the Company after due and careful inquiry, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any

Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, “**Environmental Laws**” means Laws relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and “**Hazardous Materials**” means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law).

13 **Insurance**

- 13.1 The Group carries, or is entitled to the benefits of, insurance with insurers, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect; all such insurance is fully in force on the date hereof and at all other times when the Warranties are repeated pursuant to this Agreement; all premiums due in respect of such insurance policies have been duly paid in full; the Company and the other members of the Group are in compliance with the terms of all such insurance in all material respects and there are no material claims by the Company or any other 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 or that the insurance will be void or obtain comparable coverage from reputable insurers of similar financial standing as may be necessary or appropriate for its business and operations as now conducted on commercially reasonable terms; and neither the Company nor any other member of the Group has been denied any material insurance coverage sought or applied for.

14 **Internal controls**

- 14.1 Each of the Company and the other members of the Group has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management’s general or specific authorisation, (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to Authorities as and when required and financial statements in compliance with HKFRS and maintain accountability for assets, (C) access to assets is permitted only in accordance with management’s general or specific authorisation, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) each of the Company and the other members of the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with HKFRS, and (F) the Directors are able to make a proper assessment of the financial position, results of operations and prospects of the Company and the other members of the Group, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; (G) there are no material weaknesses or significant deficiencies in the Group’s internal controls over accounting and financial reporting and no changes in the Group’s internal controls over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Group’s internal controls over accounting and financial reporting.
- 14.2 Each of the Company and the other members of the Group has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A)

material information relating to the Company or any other member of the Group is made known in a timely manner to the Board and the Company's management by others within those entities, and (B) the Company and the Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, the Companies (WUMP) Ordinance and any other applicable Law relating to disclosure of information and reporting obligations, including, without limitation, the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Law).

- 14.3 Any issues or deficiencies identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved in accordance with the recommendations set out in the internal control report to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its board of directors with all applicable Laws, and no such issues have 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 other members of the Group are in the proper possession of the Company or the relevant members of the Group, up-to-date and contain complete and accurate records as required by Law in such books in all material respects and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Law to be delivered or made to the Registrar of Companies in Hong Kong, SFC or any other Authority in any jurisdiction have been duly delivered or made.

15 **Compliance with bribery, money laundering and sanctions Laws**

- 15.1 Except as otherwise disclosed in the Offering Documents, no member of the Group or its affiliates nor any director, officer, or to the best knowledge of the Company after due and careful inquiry, employee or representative of any of the above is aware of or has, directly or indirectly, made, offered, promised, agreed or authorised (A) any contribution, payment, gift of funds or property, entertainment, or anything of value to any public official (as defined below) or medical practitioner, in any jurisdiction in which the Group conducts business or any other jurisdiction, where either the payment or the purpose of such contribution, payment, gift or thing of value was, is, or would be prohibited under any applicable Law of any jurisdiction in which the Group conducts business or any other jurisdiction, or (B) any bribe, rebate, payoff, influence payment, kickback or other corrupt or unlawful payment or benefit has influenced official action or decision or secured improper advantage (directly or indirectly) in any jurisdiction in connection with the business activities of the relevant member of the Group, and without prejudice to the foregoing, neither any member of the Group or its affiliates nor any director, officer or to the best knowledge of the Company after due and careful inquiry, employee, agent or representative is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery Laws, including, but

not limited to, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Kingdom Bribery Act 2010 and the Provisional Regulations on Anti-Commercial Bribery of the PRC, and except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, the Company and the other members of the Group have conducted its business in compliance with the anti-corruption Laws; the Company and the other members of the Group have instituted and maintained policies and procedures designed to ensure continued compliance therewith (as used herein, “**public official**” includes any official, agent, officer, employee or representative of, or any person acting in an official capacity on behalf of, any of the following parties: a national, supranational, regional or local Authority, an agency, department or instrumentality of a government, a judicial body, a public international organisation, a political party, a body that exercises regulatory authority over any one of the members of the Group, the Joint Sponsors or Underwriters, or an entity or enterprise with any level of ownership or control by any one of the foregoing parties; and also includes any candidate for public office or for any political party position and any member of any royal or ruling family; the definition of “**public official**” further includes immediate family members and close associates of all parties mentioned above). The Company and its Subsidiaries have instituted, and maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable Anti-Corruption Laws.

- 15.2 (A) The operations of each member of the Group are and have been conducted at all times in compliance with applicable anti-money laundering Laws and anti-terrorism and counter-financing statutes of all applicable jurisdictions, the rules and regulations thereunder, including financial recordkeeping and reporting and other requirements thereof, and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency of all applicable jurisdictions, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Chapter 615 of the Laws of Hong Kong), the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, and the United States 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, and the Anti-Money Laundering Law of the PRC (collectively, the “**Anti-Money Laundering Laws**”); (B) no action, suit, proceeding, investigation or inquiry by or before any Authority involving any member of the Group with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company after due and careful inquiry, threatened; and (C) the Company and the other members of the Group have instituted and maintained policies and procedures designed to ensure continued compliance with the Anti-Money Laundering Law=.
- 15.3 Except as otherwise disclosed in the Offering Documents, (A) no member of the Group or its affiliates nor any director, officer, agent or to the best knowledge of the Company after due and careful inquiry, employee, agent or representative of any of the above, nor any person acting on behalf of any of them, is subject to, or located, organised or resident in a country or territory that is subject to, any of the Sanctions Laws and Regulations (as defined below) (as used herein, “**Sanctions Laws and Regulations**” means (i) any U.S. sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State and the U.S. Department of Commerce), including, without limitation, the designation as a “specially designated national” or “blocked person” thereunder, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, 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, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including, without limitation, 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive

order relating thereto and (iii) any sanctions measures imposed by the United Nations Security Council, Switzerland, the European Union, the United Kingdom, Australia or Hong Kong or any other relevant sanctions or export control Authority which may assert jurisdiction over any member of the Group); and (B) except as otherwise disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there have been no transactions or connections between any member of the Group, on the one hand, and any country, territory, person or entity subject to sanctions under any of the Sanctions Laws and Regulations or any person or entity in those countries or territories or which performs contracts in support of projects in or for the benefit of those countries or territories, on the other hand, in the past five years.

- 15.4 The Company will use the proceeds from the Global Offering exclusively in the manner as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular, headed “Future Plans and Use of Proceeds”, and will institute and maintain appropriate compliance systems to reasonably ensure that neither any member of the Group or its affiliates nor any director, officer, or to the best knowledge of the Company after due and careful inquiry, employee or representative of any of the above, nor any person acting on behalf of any of them will, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity or make or offer any payment, gift or other advantage using such proceeds (A) for the purpose of financing or facilitating any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including, without limitation, by the Underwriters) of any of the Sanctions Laws and Regulations; (B) which may or will or with an intention to influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which would otherwise be improper for the recipient to accept; (C) to or for a public official or medical practitioner with the intention of influencing him or her so as to obtain or retain an advantage in the conduct of business; (D) for facilitating or expediting payment in connection to a public official, the purpose of which is to expedite or to secure the performance of a routine governmental action by a public official; or (E) in any other matter that would result in violation of any of the Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions Laws and Regulations by any person.
- 15.5 None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated by this Agreement, or the provision of services contemplated by this Agreement to the Company will result in a violation (including, without limitation, by the Underwriters) of any of the Anti-Money Laundering Laws or Sanctions Laws and Regulations.

16 **Experts**

- 16.1 Each of the experts (other than the Joint Sponsors) stated in the section headed “E. Other Information – 8. Qualifications of Experts” in Appendix IV to the Hong Kong Prospectus and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest, and has not withdrawn its consent to include its reports, opinions, letters or certificates in the form and context in which they respectively appear in the Hong Kong Prospectus and the Preliminary Offering Circular.
- 16.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Industry Consultant, the Internal Control Consultant and all legal counsel to the Company, respectively, are complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates, in light of the circumstances under which they were made,

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 (B) no material information was withheld from the Reporting Accountants, the Industry Consultant, the Internal Control Consultant or any legal counsel to the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received, in light of the circumstances under which they were made, misleading.

17 Provision of information to research analysts

17.1 None of the Company, any member of the Group, and/or any of their respective directors, officers, or to the best knowledge of the Company after due and careful inquiry, employees, affiliates, 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 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.

18 Material contracts, business and connected transactions

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

18.2 Each of the contracts listed as being material contracts in the section of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Appendix IV – B. Further Information about the Business of the Company – 1. Summary of Material Contracts" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

18.3 None of the Company and the other members 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 within 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 None of the Company and the other members of the Group is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any

jurisdiction, except for any such agreement or arrangement that would not, individually or in the aggregate, result in a Material Adverse Change.

- 18.5 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.
- 18.6 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there are no relationships or transactions not in the ordinary course of business between the Company or the other member of the Group, on one hand, and their respective customers or distributors or suppliers on the other hand.
- 18.7 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, none of the shareholders or directors of any member of the Group or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person is, or was during the period from 1 January 2019 to the date of this Agreement, directly or indirectly, interested in the Group's five largest suppliers or customers.
- 18.8 The Company does not have any reason to believe that any significant customer, supplier or distributor of the Group has ceased to deal with the Group the Company or the other member of the Group, or is considering modifying other terms of its dealings with the Company or the other member of the Group contrary to the manner disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular or in a manner inconsistent with its past dealings with the Group., save to the extent which, individually or in the aggregate, would not result in a Material Adverse Change.
- 18.9 Neither the Company nor the other member of the Group is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or the other member of the Group has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 18.10 No material indebtedness (actual or contingent) and no material contract, agreement or arrangement (other than employment contracts or service agreements with current directors or officers of the Company or of any other member of the Group) is outstanding between the Company or any other member of the Group, on the one hand, and any current or former director or any officer of the Company or any other member of the Group, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.
- 18.11 None of the Directors, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member of the Group, nor is any of the Directors interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to either the Company or any other member of the Group. None of the Directors, nor any of their respective associates (as the term is defined in the Listing Rules), are interested in any agreement or arrangement with the Company or any other member of the Group which is subsisting on the Listing Date and which is material in relation to the business of the Company or such other member of the Group.
- 18.12 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 to the Company and the Joint Sponsors, and such authority and confirmations remain in full force and effect.

18.13 None of the Company and other members of the Group has entered into any connected transactions (as defined in the Listing Rules) of the Company which is subsisting on the Listing Date and required to be set forth in any of the Hong Kong Prospectus and the Preliminary Offering Circular.

19 **Pre-IPO Investments**

19.1 The descriptions of the events, transactions and documents relating to the Pre-IPO Investments as defined and set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “History, Development and Corporate Structure” are complete, true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading in any material respect, and there are no other facts or matters the omission of which would or may make such disclosure in relation to the Pre-IPO Investments, in light of the circumstances under which they were made, misleading in any material respect.

19.2 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the Pre-IPO Investments 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.

20 **Reorganization**

20.1 Each of the documents effecting the Reorganization as described in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “History, Development and Corporate Structure – Reorganization” (the “**Reorganization Documents**”) has been duly authorized, executed and delivered by the Company (to the extent any of them is a party) and is legal, valid, binding and enforceable to the Company in accordance with its terms.

20.2 The Reorganization and the execution, delivery and performance of the Reorganization Documents do not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any other member of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business license of the Company or any other member of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company or any other member of the Group is a party or by which the Company or any other member of the Group is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any other member of the Group or any of their respective properties or assets.

20.3 All material Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the Reorganization and the execution, delivery and performance of the Reorganization Documents have been unconditionally obtained or made; all such material Approvals and Filings are valid and in full force and effect and none of such material Approvals and Filings is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Prospectus and the Preliminary Offering

Circular; no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.

- 20.4 There are no other material documents or agreements, written or oral, that have been entered into by any member of the Group in connection with the Reorganization which have not been previously provided, or made available, to the Overall Coordinators, 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 Prospectus and the Preliminary Offering Circular.
- 20.5 There are no actions, suits, proceedings, investigations or inquiries pending or, to the best knowledge of the Company after due and careful inquiry, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Reorganization as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “History, Development and Corporate Structure”.

21 **Taxation**

- 21.1 (A) All returns, reports or filings for Taxation purposes 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 in all material respects and are complete, true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading and are not the subject of any material dispute with any taxing or other Authority and, to the best knowledge of the Company after due and careful inquiry, there are no circumstances giving rise to any such dispute; (B) all Taxes due or claimed to be due from the Company and each of the other members of the Group have been duly and timely paid, other than those being contested in good faith by legal actions, suits or proceedings and for which adequate reserves have been provided; (C) there is no deficiency for any Taxes of any material amount that has been asserted against the Company or any other member of the Group; and (D) the statements set forth in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix III – Summary of the Constitution of the Company and Cayman Islands Company Law – 3. Cayman Islands Company Law – (j) Taxation” and (in the case of the Preliminary Offering Circular) “Taxation” are true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading.
- 21.2 To the best knowledge of the Company after due and careful inquiry, each of the waivers and other relief, concession and preferential treatment relating to Taxes granted to the Company or any other member of the Group (the “**Preferential Tax Treatments**”) by any Authority is valid and in full force and effect, and does not conflict with, or result in a breach or violation of, or constitute a default under any applicable Law.
- 21.3 Except as described in each of the Hong Kong Prospectus 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 in Hong Kong, the Cayman Islands, the United States and the PRC, or to any taxing or other Authority thereof or therein in connection with (A) the execution and delivery of this Agreement and the International Underwriting Agreement, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters 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

Prospectus and the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.

- 21.4 Except as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, neither the Company nor the other member of the Group has been or is currently the subject of an enquiry into transfer pricing by any Authority with respect to the period from 1 January 2019 to the date of this Agreement, and, to the knowledge of the Company, no Authority has indicated any intention to commence any such enquiry and there are no circumstances likely to give rise to any such enquiry.

22 Dividends

- 22.1 Except as disclosed in in each of the Hong Kong Prospectus and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the Cayman Islands, the United States or the PRC or any taxing or other Authority thereof or therein.

- 22.2 Except as disclosed in in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no member of the Group is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the capital stock or other equity interests of or in such member of the Group, from repaying to the Company any loans or advances to such member of the Group from the Company or from transferring any of the properties or assets of such member of the Group to the Company or any other member of the Group.

23 Litigation and other proceedings

- 23.1 Except as disclosed in in each of the Hong Kong Prospectus and the Preliminary Offering Circular, there are (A) no actions, suits, proceedings, investigations or inquiries in any jurisdiction or under any applicable Laws or by or before any Authority pending, or to the best knowledge of the Company after due and careful inquiry, threatened or contemplated to which any member of the Group or any of their respective directors, officers or, to the knowledge of the Company, employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, or before or by any Authority, whether or not arising from transactions in the ordinary course of business, (B) no Laws that have been enacted, adopted or issued or, to the best knowledge of the Company after due and careful inquiry, proposed by any Authority, and (C) to the knowledge of the Company, no judgments, decrees or orders of any Authority, which, in any such case described in clause (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change or materially and adversely affect the power or ability of the Company to perform its/their obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise materially and adversely affect the Global Offering, or are required to be disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular but are not so disclosed.
- 23.2 None of the Company, the other members of the Group, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or, to the best knowledge of the Company after due and careful inquiry, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate any member of the Group or (B) to withdraw, revoke or cancel any Approvals and Filings under any Laws

applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any member of the Group or (C) to prejudice the completion of the Global Offering.

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

24 **Market conduct**

- 24.1 None of the Company and the other members of the Group and their respective directors, officers, or to the best knowledge of the Company after due and careful inquiry, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, until the Overall Coordinators have notified the Company of all of the International Offer Shares have been sold by the International Underwriters, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities, or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares.
- 24.2 None of the Company and the other members of the Group and their respective directors, officers, to the Company's knowledge, employees, affiliates or controlling persons, nor any person acting on behalf of any of them (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), (A) has taken or facilitated, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise or (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.

25 **Immunity**

- 25.1 Under the Laws of Hong Kong, the Cayman Islands, the United States, the PRC or any other applicable jurisdiction, neither the Company nor the other members of the Group, nor any of the properties, assets or revenues of the Company or the other members of the Group is entitled to any right of immunity on any grounds from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award; the irrevocable waiver and agreement of the Company in Clause 16.9 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 all applicable jurisdictions.

26 **Choice of law and dispute resolution**

- 26.1 The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of Hong Kong, the British Virgin Islands and the Cayman Islands; the Company can sue and be sued in its own name under the Laws of Hong Kong, the British Virgin Islands and the Cayman Islands; the irrevocable submission to the exclusive jurisdiction for solving any Dispute to the courts of Hong Kong, , the waiver of immunity on the grounds of sovereignty or otherwise, the 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 British Virgin Islands and the Cayman Islands and will be respected by the courts of Hong Kong, the British Virgin Islands and the Cayman Islands; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong, the British Virgin Islands and the Cayman Islands are concerned, to confer valid personal jurisdiction over the Company.

- 26.2 It is not necessary under the Laws of Hong Kong, the British Virgin Islands or the Cayman Islands that any of the International Underwriters or Hong Kong Underwriters should be licensed, qualified or entitled to carry out business in Hong Kong, the British Virgin Islands or the Cayman Islands (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 **No other arrangements relating to sale of Offer Shares**

- 27.1 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 International Underwriting Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Prospectus and the Preliminary Offering Circular.

- 27.2 Neither the Company nor any other member of the Group has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement or the Cornerstone Investment Agreement. Except for the guaranteed allocation of Offer Shares at the Offer Price as set forth in the respective Cornerstone Investment Agreement, neither the Company nor any other member of the Group, or any of their respective affiliates, has offered, agreed to provide or provided, procured any other person or entity to provide, or arranged to provide any direct or indirect benefits by side letter or otherwise, to any investor in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, guidance letter HKEx-GL51-13.

28 **Professional Investor**

The Company has read and understood the Professional Investor Treatment Notice set forth in SCHEDULE 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "you" or "your" shall mean "the Company", and "we" or "us" or "our" shall mean the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators the Joint Bookrunners, the Joint Lead Managers, the CMI's, and the Hong Kong Underwriters.

29 **United States aspects**

- 29.1 None of the Company and its "affiliates" (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 or any person acting on its or their behalf, as to whom the Company makes no representation, warranty or undertaking) (A) has made 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.

29.2 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.

29.3 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.

30 Directors and officers

30.1 Any certificate signed by any director or officer of the Company and delivered to the Overall Coordinators or any Underwriter 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 by the certificate, to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators or the Underwriters.

30.2 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 and/or the Joint Sponsors, as applicable, and such authority and confirmations remain in full force and effect.

30.3 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 in accordance with Rules 10.03 and 10.04 of the Listing Rules.

30.4 The Directors have been duly and validly appointed and are the only directors of the Company.

30.5 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.

30.6 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the directors has a service contract with the Company or any of its Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

30.7 Neither the Company nor any of its Subsidiaries has any outstanding loans to any of the Directors, any of their respective spouses, children or other relatives or any affiliates of the Directors.

Part B: Representations and warranties of the Controlling Shareholders

Each of the Controlling Shareholders severally and not jointly represents, warrants and undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Hong Kong Underwriters and each of them as follows:

1 Valid existence

- 1.1 The corporate Controlling Shareholder have been duly incorporated and is validly existing as a corporation in good standing under the Laws of its place of incorporation, as the case may be, with full right, power and authority (corporate and other) to execute and deliver this Agreement.

2 Execution of agreements

- 2.1 This Agreement, the International Underwriting Agreement, the Operative Documents (to which any Controlling Shareholder is a party) and any other documents required to be executed by any Controlling Shareholder pursuant thereto and any other document required to be executed by any Controlling Shareholder pursuant thereto has been and will be duly authorised, executed and delivered by the Controlling Shareholders and when validly authorised, 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.
- 2.2 The execution and delivery of this Agreement, the International Underwriting Agreement, and the Operative Documents (to which any Controlling Shareholder is a party), 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 fulfillment 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 Controlling Shareholders pursuant to (A) the memorandum and articles of association of the Controlling Shareholders (to the extent applicable), or (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 of the Controlling Shareholders is a party or by which any of the Controlling Shareholders is bound or any of his/its properties or assets may be bound or affected, or (C) any Laws applicable to any of the Controlling Shareholders or any of his/its properties or assets.
- 2.3 Except for the final approval from the SEHK for the listing of and permission to deal in the Shares on the Main Board of the SEHK, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Controlling Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the execution or delivery by the Controlling Shareholders of this Agreement, the International Underwriting Agreement, the Operative Documents, any other document required to be executed by the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, or the performance by the Controlling Shareholders of their obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents or any other document required to be executed by the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents have been obtained or made

and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.

- 2.4 No consent, approval, authorisation or order of, or qualification or any filings, registration with, submissions, postings, or applications with, any Authority is required for the performance by the Controlling Shareholders of their obligations under this Agreement, the International Underwriting Agreement or the Operative Documents.

3 Information provided

- 3.1 All information included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular with respect to the Controlling Shareholders did not contain an untrue statement of a material fact or did not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

- 3.2 All information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of any of the Controlling Shareholders or any director, officer, employee, affiliate or agent of the Controlling Shareholders to the SEHK, the SFC, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other advisers for the Company or the Underwriters for the purposes of the Global Offering and/or the listing of the Shares on the SEHK (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the Formal Notice or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsors in relation to the listing of the Company, the responses to queries and comments raised by the SEHK or the SFC) and the information contained in the Analyst Presentation Materials and the Investor Presentation Materials, was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in all of the Hong Kong Prospectus, the Preliminary Offering Circular and the Formal Notice or otherwise notified to the SEHK and/or the SFC, as applicable, remains complete, true and accurate in all material respects and not misleading in any material respect; there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading in any material respect.

- 3.3 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 Controlling Shareholders, and/or any of their respective directors, officers, employees, affiliates or agents, to the SEHK and/or the SFC have complied with all applicable Laws.

- 3.4 the reply to each question set out in the Verification Notes given by or on behalf of the Controlling Shareholders was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies and supporting documents prepared or supplied by or on behalf of the Controlling Shareholders have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and, in light of the circumstances under which they were made, not misleading in any material respect;

4 Reorganization

- 4.1 Each of the Reorganization Documents has been duly authorized, executed and delivered by the Controlling Shareholders (to the extent any of them is a party) and is legal, valid, binding and enforceable to the Controlling Shareholders in accordance with its terms.
- 4.2 The Reorganization and the execution, delivery and performance of the Reorganization 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 any of the Controlling Shareholders pursuant to (A) the articles of association or other constituent or constitutive documents of the corporate Controlling Shareholder, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any of the Controlling Shareholders is a party or by which the Controlling Shareholder is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to any of the Controlling Shareholders or any of their respective properties or assets.
- 4.3 There are no other material documents or agreements, written or oral, that have been entered into by any Controlling Shareholder in connection with the Reorganization which have not been previously provided, or made available, to the Overall Coordinators, 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 Prospectus and the Preliminary Offering Circular.
- 4.4 There are no actions, suits, proceedings, investigations or inquiries pending or threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Reorganization as set forth in the section of each of the Hong Kong Prospectus, the Preliminary Offering Circular headed "History, Development and Corporate Structure".
- 4.5 Each of the Controlling Shareholders is not entitled to any pre-emptive or similar rights to acquire the Offer Shares. There is no option, warrant, or other agreement or commitment obligating, or which may obligate, the Controlling Shareholders to sell Shares or any other securities of the Company, and there are no securities held by the Controlling Shareholders which are convertible into or exchangeable for any equity securities of the Company.

5 No winding-up application

- 5.1 Neither the Controlling Shareholders 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 bankrupt or insolvent any of the Controlling Shareholders or (B) withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any Controlling Shareholder or any of their respective properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any Controlling Shareholder.
- 5.2 Neither Mr. David CHIEN nor Ms. Kwai Ching Denise LAU has declared or become bankrupt and has any reason to believe he/she may become bankrupt.

6 Provision of information to research analysts

- 6.1 None of the Controlling Shareholders, and/or any of their respective directors, officers, or to the best knowledge of the Controlling Shareholder after due and careful inquiry, employees, affiliates, 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 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.

7 Material contracts, business and connected transactions

- 7.1 No material indebtedness (actual or contingent) and no material contract, agreement or arrangement is outstanding between the Company or any other member of the Group, on the one hand, and any of the Controlling Shareholders, or any associate (as the term is defined in the Listing Rules), on the other hand.
- 7.2 Neither the Controlling Shareholders, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member of the Group, nor is any of the Controlling Shareholders interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to either the Company or any other member of the Group. Neither the Controlling Shareholders, nor any of their respective associates (as the term is defined in the Listing Rules), are interested in any agreement or arrangement with the Company or any other member of the Group which is subsisting on the Listing Date and which is material in relation to the business of the Company or such other member of the Group.

8 Market conduct

- 8.1 None of the Controlling Shareholders and its affiliates, nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities, or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares.
- 8.2 None of the Controlling Shareholders and its affiliates, nor any person acting on behalf of any of them, (A) has taken or facilitated, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise or (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.

9 No other arrangements relating to sale of Offer Shares

- 9.1 None of the Controlling Shareholders have entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement or the International Underwriting Agreement.

10 Choice of law and dispute resolution

The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of Hong Kong, the British Virgin Islands and the Cayman Islands; the Controlling Shareholders can sue and be sued in his own name under the Laws of Hong Kong, the British

Virgin Islands and the Cayman Islands, the agreement by the Controlling Shareholders to resolve any dispute by submission exclusive jurisdiction to the courts of Hong Kong, the waiver of immunity on the grounds of sovereignty or otherwise, the 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 British Virgin Islands and the Cayman Islands and will be respected by the courts of Hong Kong, the British Virgin Islands and the Cayman Islands; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong, the British Virgin Islands and the Cayman Islands are concerned, to confer valid personal jurisdiction over the Controlling Shareholders.

11 **Immunity**

Under the Laws of Hong Kong, the British Virgin Islands, the Cayman Islands, the United States, the PRC or any other applicable jurisdiction, neither the Controlling Shareholders nor any of their properties, assets or revenues are entitled to any right of immunity on any grounds from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award; the irrevocable waiver and agreement of the Controlling Shareholders in Clause 16.9 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 Controlling Shareholders under the Laws of all applicable jurisdictions.

SCHEDULE 3
CONDITIONS PRECEDENT DOCUMENTS

Part A

- 1 Three certified true copies of the resolutions of the Board:
 - 1.1 approving and authorising this Agreement, the International Underwriting Agreement, and each of the Operative Documents to which the Company is a party and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - 1.2 approving the Global Offering and any issue of the Shares pursuant thereto;
 - 1.3 approving and authorising the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Final Offering Circular;
 - 1.4 approving and authorising the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
 - 1.5 approving the Verification Notes.
- 2 Three certified true copies of the resolutions of the shareholders of the Company in relation to the Global Offering as referred to in “Appendix IV – Statutory and General Information – A. Further Information about our Group – 4. Resolutions of the Shareholders of the Company Passed on December 5, 2022” of the Hong Kong Prospectus.
- 3 Three certified true copies of the resolutions of the directors of HART:
 - 3.1 approving, among other things, this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by it pursuant to each of the above agreements or in connection with the Global Offering and the execution on its behalf and its performance of, its obligations hereunder and thereunder; and
 - 3.2 approving the Global Offering and any issue of the Shares pursuant thereto.
- 4 Three printed copies of each of the Hong Kong Public Offering Documents duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, three certified true copies of the relevant powers of attorney.
- 5 Three signed originals or certified true copies of each of the responsibility letters, powers of attorney and statements of interests signed by each of the Directors (except as already provided in item 4 above).
- 6 Three certified true copies of each of the material contracts referred to in the section headed “Appendix IV - Statutory and General Information – B. Further Information about the Business of the Company – 1. Summary of Material Contracts” of the Hong Kong Prospectus (other than this Agreement) duly signed by the parties thereto.
- 7 Three certified true copies of the certificate of authorisation of registration of the Hong Kong Public Offering Documents from the SEHK.

- 8 Three certified true copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Public Offering Documents under section 342C of the Companies (WUMP) Ordinance.
- 9 Three copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
- 10 Three 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.
- 11 Three signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Group as at 30 June 2022, the text of which is contained in Appendix II to the Hong Kong Prospectus.
- 12 Three signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, copying the Joint Sponsors, and in form and substance satisfactory to the Joint Sponsors and Overall Coordinators, which letter shall, *inter alia*, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.
- 13 Three signed originals of the comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
- 14 Three signed originals of the memorandum of profit forecast for the year ending 31 December 2022 and working capital forecast for the 18 months ending 30 June 2023 adopted by the Board.
- 15 Three signed originals of each of the letters dated the Hong Kong Prospectus Date from the experts referred to in the section headed "Appendix IV – Statutory and General Information – E. Other Information – 8. Qualifications of Experts" of the Hong Kong Prospectus (excluding the Joint Sponsors) containing consents to the issue of the Hong Kong Prospectus with the inclusion of references to the respective parties' names and where relevant, their reports and letters in the form and context in which they are included.
- 16 Three signed originals of each of the following legal opinions, memorandums or due diligence reports from the legal advisers to the Company dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in the form and substance satisfactory to the Joint Sponsors and the Overall Coordinators:
 - 16.1 the legal opinion of Soga Law Office, legal advisers to the Company as to Japanese Laws;
 - 16.2 the legal due diligence report of NautaDutilh N.V, legal advisers to the Company as to Dutch Laws concerning OrbusNeich Medical Holding B.V., OrbusNeich Medical Investments Limited B.V., Orbus International B.V. and OrbusNeich Medical B.V.;
 - 16.3 the legal opinion of NautaDutilh N.V, legal advisers to the Company as to Dutch Laws concerning OrbusNeich Medical Holding B.V. and OrbusNeich Medical Investments Limited B.V.;

- 16.4 the legal opinion of NautaDutilh N.V, legal advisers to the Company as to Dutch Laws concerning Orbus International B.V. and OrbusNeich Medical B.V.;
- 16.5 the legal memorandum of Stibbe, legal advisers to the Company as to Dutch Laws concerning OIBV investigation once dated 27 September 2021 and to be dated the Hong Kong Prospectus Date;
- 16.6 the legal memorandum of Stibbe, legal advisers to the Company as to Dutch Laws concerning OIBV investigation once dated 27 November 2021 and to be dated the Hong Kong Prospectus Date;
- 16.7 the legal memorandum of Stibbe, legal advisers to the Company as to Dutch Laws concerning OIBV investigation once dated 13 June 2022 and to be dated the Hong Kong Prospectus Date;
- 16.8 the due diligence memorandum of Trenam Law, legal advisers to the Company as to Florida Laws of the United States;
- 16.9 the legal opinion of Potter Anderson Corroon, legal advisers to the Company as to Delaware Laws of the United States concerning OrbusNeich Medical Trading, Inc.;
- 16.10 the legal opinion of Potter Anderson Corroon, legal advisers to the Company as to Delaware Laws of the United States concerning OrbusNeich Medical, Inc.;
- 16.11 the legal opinion of Dorsey & Whitney LLP, legal advisers to the Company as to Minnesota Laws of the United States;
- 16.12 the legal opinion of Herbert Smith Freehills LLP, legal advisers to the Company as to German Laws;
- 16.13 the legal due diligence report of Walder Wyss Ltd., legal advisers to the Company as to Swiss Laws;
- 16.14 the legal opinion of Herbert Smith Freehills Spain LLP, legal advisers to the Company as to Spanish Laws;
- 16.15 the legal opinion of Harry Elias Partnership LLP, legal advisers to the Company as to Singaporean Laws;
- 16.16 the legal opinion of Rahmat Lim & Partners, legal advisers to the Company as to Malaysian Laws;
- 16.17 the legal opinion of ALTHAUS Legal LLC, legal advisers to the Company as to Russian Laws;
- 16.18 the legal opinion of Asia Legal | Business Law Firm, legal advisers to the Company as to Vietnam Laws;
- 16.19 the legal opinion of Formosa Transnational, Attorneys at Law, legal advisers to the Company as to the Laws of the Republic of China (Taiwan);
- 16.20 the legal opinion of Chantel Lin, counsel to the Company as to Hong Kong Laws concerning non-compliance incidents in relation to notices to the Inland Revenue Department;

- 16.21 the legal opinion of Chantel Lin, counsel to the Company as to Hong Kong Laws concerning incidents relating to Import and Export Ordinance (Chapter 60 of the Laws of Hong Kong) and Import and Export (Strategic Commodities) Regulation (Chapter 60G of the Laws of Hong Kong);
 - 16.22 the legal opinion of Iu, Lai & Li, legal advisers to the Company as to Hong Kong Laws;
 - 16.23 the legal opinion of Patrikios Pavlou & Associates LLC, legal advisers to the Company as to Cyprus Laws;
 - 16.24 the legal opinion of Conyers Dill & Pearman, legal advisers to the Company as to the British Virgin Islands Laws concerning due execution of joint venture documents of COSMIC;
 - 16.25 the legal opinion of Conyers Dill & Pearman, legal advisers to the Company as to the British Virgin Islands Laws concerning due execution of joint venture documents of ON HV;
 - 16.26 the legal opinion of Conyers Dill & Pearman, legal advisers to the Company as to the British Virgin Islands Laws concerning due incorporation of companies;
 - 16.27 the legal opinion of Conyers Dill & Pearman, legal advisers to the Company as to Cayman Islands Laws concerning due execution of joint venture documents;
 - 16.28 the legal opinion of Conyers Dill & Pearman, legal advisers to the Company as to Cayman Islands Laws concerning due incorporation of companies;
 - 16.29 the legal opinion of Deacons, legal advisers to the Company concerning Scoreflex FTO analysis;
 - 16.30 the legal due diligence report of Hogan Lovells, legal advisers to the Company concerning intellectual property;
 - 16.31 the legal opinion of Hogan Lovells, legal advisers to the Company concerning intellectual property rights;
 - 16.32 the legal memorandum of Herbert Smith Freehills, counsel to the Company concerning international sanctions risk analysis;
 - 16.33 the legal memorandum of Herbert Smith Freehills, counsel to the Company concerning new international sanctions against Russia, Ukraine and Belarus; and
 - 16.34 the legal memorandum of Herbert Smith Freehills, counsel to the Company concerning sanctions against Turkey.
- 17 Three copies of the concise legal memorandum of Herbert Smith Freehills, counsel to the Company concerning international sanctions risk disclosure in the Hong Kong Prospectus.
 - 18 Three signed originals of the legal opinions from King & Wood Mallesons, legal advisers to the Company as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of (i) the properties owned and/or leased by the Group in the PRC; and (ii) the establishment, business and legal status of the Group under PRC Laws.
 - 19 Three signed originals of the legal opinion from Fangda Partners, legal advisers to the Underwriters as to PRC Laws, dated the Hong Kong Prospectus Date, addressed to the Joint

Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of (i) the properties owned and leased by the Group in the PRC and (ii) the establishments, business and legal status of the Group under PRC Laws.

- 20 Three signed originals of the letter from Conyers Dill & Pearman, legal advisers to the Company as to Cayman Islands Laws, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), summarising the Memorandum and Articles of Association of the Company and salient provisions of the laws of the Cayman Islands referred to in the section headed “Appendix III – Summary of the Constitution of the Company and Cayman Islands Company Law” to the Hong Kong Prospectus.
- 21 Three signed originals of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI’s and the legal advisers to the Underwriters).
- 22 Three signature pages of the Receiving Banks Agreement duly signed by the Company.
- 23 Three certified true copies of the Registrar Agreement duly signed by the parties thereto.
- 24 Three copies of the industry report prepared by the Industry Consultant referred to in the section headed “Industry Overview” of the Hong Kong Prospectus.
- 25 Three copies of the internal control report prepared by the Internal Control Consultant.
- 26 Three certified true copies of the service contracts or letter of appointment of each of the Directors.
- 27 Three signed originals or certified true copies of (i) the certificate issued by the relevant translator to the Registrar of Companies in Hong Kong relating to the translation of the Hong Kong Public Offering Documents and (ii) the certified by Toppan Merrill as to the competency of such translator.
- 28 Three certified true copies of the undertaking from each of the Controlling Shareholders to the SEHK pursuant to Rule 10.07 of the Listing Rules.
- 29 Three certified true copies of the undertaking from the Company to the SEHK pursuant to Rule 10.08 of the Listing Rules.
- 30 Three copies of the lock-up undertaking duly executed by each of the Pre-IPO Investors (as defined and set out in the Hong Kong Prospectus), Ms. Pik Lin Barbara Wong and Mr. Kelvin Kai Hang Lau, addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
- 31 Three certified true copies of the compliance adviser agreement duly signed by the Company and the compliance adviser.
- 32 Three certified true copies of each of the following:
 - (i) the certificate of incorporation of the Company;
 - (ii) a certificate of registration of the Company under Part 16 of the Companies Ordinance; and

- (iii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).

Part B

- 1 Three signed originals of each of the Regulation S comfort letters from the Reporting Accountants, dated, respectively, the date of the International Underwriting Agreement and the Listing Date and addressed to the Joint Sponsors, Overall Coordinators and the International Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Final Offering Circular.
- 2 Three signed originals of the Hong Kong bring-down comfort letters from the Reporting Accountants, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
- 3 Three signed originals of the closing legal opinion of O’Melveny & Myers, legal advisers to the Company as to Hong Kong laws, dated the Listing Date, and addressed to the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
- 4 Three signed originals of the “no registration” legal opinion of O’Melveny & Myers, legal advisers to the Company as to United States laws, dated the Listing Date, and addressed to the Underwriters, and in form and substance satisfactory to the Joint Sponsors and Overall Coordinators.
- 5 Three signed originals of the legal opinion of Baker & McKenzie, legal advisers to the Underwriters as to Hong Kong laws, dated the Listing Date, and addressed to the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and Overall Coordinators.
- 6 Three signed originals of the “no registration” legal opinion of Baker & McKenzie, legal advisers to the Underwriters as to United States laws, dated the Listing Date, and addressed to the Underwriters, and in form and substance satisfactory to the Overall Coordinators.
- 7 Three signed originals of the closing legal opinion of King & Wood Mallesons, legal advisers to the Company as to the PRC Laws, dated the Listing Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators (including a bring-down opinion of the opinions under item 18 of Part A).
- 8 Three signed originals of the closing legal opinion of Fangda Partners, legal advisers to the Underwriters as to the PRC Laws, addressed to the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators (including a bring-down opinion of the opinions under item 19 of Part A).
- 9 Three signed originals of the closing legal opinions from Conyers Dill & Pearman, legal advisers to the Company as to the British Virgin Islands Laws, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and Hong Kong Underwriters concerning due execution of joint venture documents of COSMIC, the joint venture documents of ON HV and due incorporation of companies, and in form and substance satisfactory to the Joint Sponsors, the Overall Coordinators and the Joint Global

Coordinators (or a bring-down opinion of the opinions under items 16.24, 16.25 and 16.26 of Part A).

- 10 Three signed originals of the closing legal opinions from Conyers Dill & Pearman, legal advisers to the Company as to the Cayman Islands Laws, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and Hong Kong Underwriters concerning due execution of joint venture documents and due incorporation of companies, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (or a bring-down opinion of the opinions under items 16.27 and 16.28 of Part A).
- 11 Three signed originals of the certificate of the executive Directors of the Company, dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators, to the effect that (a) the representations and warranties of the Company contained in this Agreement and the International Underwriting Agreement are true and accurate and not misleading or deceptive as of the Listing Date; (b) none of the events as set out in Clause 11.1 of this Agreement or Clause 7(p) or 7(q) of the International Underwriting Agreement has occurred prior to 8:00 a.m. on the Listing Date; and (c) the Company has complied with all obligations and satisfied with all conditions of its part to be performed or satisfied under the Underwriting Agreements on or before the Listing Date.
- 12 Three signed originals of the certificate of the Controlling Shareholders, dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators, to the effect that (a) the representations and warranties of the Controlling Shareholders contained in this Agreement and the International Underwriting Agreement are true and accurate and not misleading or deceptive as of the Listing Date; (b) he/she/it has complied with all obligations and satisfied with all conditions of its part to be performed or satisfied under the Underwriting Agreements on or before the Listing Date.
- 13 Three signed originals of the certificate of the Chief Financial Officer of the Company, dated the Listing Date, and in form and substance satisfactory to the 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.
- 14 Three signed original certificates issued by the company secretary of the Company, dated the Listing Date, in the form set forth in a schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
- 15 Three certified true copies of Forms B duly signed by each of the Directors, respectively.
- 16 Three copies of the letter from the SEHK approving the listing of the Shares.

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the **White Form eIPO** service at www.eipo.com.hk or by giving electronic application instructions through CCASS Internet System (<https://ip.ccass.com>) complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators (on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter or the sub-underwriter by whom or on whose behalf the application is made and its official chop and there must be clearly marked on the application(s) "Hong Kong Underwriter's Application" (or in the case of sub-underwriters, "Hong Kong Sub-underwriter's Application"), to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications or Hong Kong Sub-underwriter's Applications.

SCHEDULE 5
ADVERTISING ARRANGEMENTS

The Formal Notice is to be published on the official website of the SEHK and the Company on the following dates:

<u>Name of Publication</u>	<u>Date of Advertisement</u>
SEHK website	13 December 2022
Company website	13 December 2022

SCHEDULE 6
PROFESSIONAL INVESTOR TREATMENT NOTICE

1. You are a Professional Investor by virtue of being an Eligible Corporate Professional Investor.
2. An "Eligible Corporate Professional Investor" is a trust corporation, corporation or partnership which is assessed by us as satisfying the criteria in paragraph 15.3A(b) of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**Code**") and which falls under section 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules, as follows:
 - (a) a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;
 - (b) a high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months; and
 - (c) a corporation the sole business of which is to hold investments and which is wholly owned by any one or more of the following persons (i) a trust corporation that falls within paragraph (a) above; (ii) a high net worth individual having, alone or with associates on a joint account, a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months; and (iii) a corporation or partnership that falls within paragraph (b) above.

We have categorised you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate.

3. As a consequence of your categorisation as a Professional Investor, certain requirements may not be applicable (or may be waived or may be agreed otherwise) under the Code and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so:
 - 3.1 Client agreement

We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.
 - 3.2 Risk disclosures

We are not required to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

3.3 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

3.4 Prompt confirmation

We are not required to promptly confirm with you the essential features of a transaction after effecting a transaction for you.

3.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

3.6 Nasdaq–Amex Pilot Program

If you wish to deal through the SEHK in securities admitted to trading on the SEHK under the Nasdaq-Amex Pilot Program, we shall not provide you with documentation on that program.

3.7 Suitability

We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

3.8 Investor characterisation/disclosure of sales related information

We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of sales related information.

3.9 Discretionary accounts

We are not required, in respect of any discretionary account, to obtain authority in writing from you prior to effecting transactions for your account without your specific authority, or to explain such authority or re-confirm it on an annual basis, or to disclose benefits receivable for effecting transactions for you under a discretionary account.

3.10 Complex products

We are not required to ensure the suitability of a transaction in a complex product, to provide sufficient information about a complex product or to provide warning statements.

4. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to us.
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 you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.

7. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

SIGNED by David CHIEN
for and on behalf of
ORBUSNEICH MEDICAL GROUP
HOLDINGS LIMITED
in the presence of

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CHERYL WONG

CONTROLLING SHAREHOLDERS

SIGNED by
David CHIEN
for an on behalf of
HARMONY TREE LIMITED
in the presence of

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CHERYL WONG

SIGNED by
David CHIEN
in the presence of

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CHERYL WONG

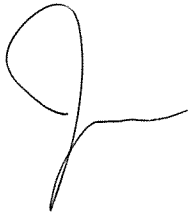
SIGNED by
Kwai Ching Denise LAU
in the presence of

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CHERYL WONG


SIGNED by Sin Tak Keung)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG)
SECURITIES LIMITED)
in the presence of Xu Jianan)



SIGNED by Michelle Pan)
for and on behalf of)
CCB INTERNATIONAL CAPITAL)
LIMITED)
in the presence of Rucy Zhang)



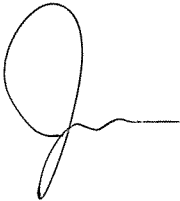
Name: Michelle Pan
Title: Managing Director




Name: Rucy Zhang
Title: Assistant Vice President

SIGNED by Sin Tak Keung)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG)
SECURITIES LIMITED)
as attorney for and on behalf of)
BNP PARIBAS SECURITIES (ASIA))
LIMITED)
in the presence of Xu Jianan)


Charles Sin



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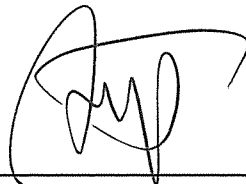
Name: Rucy Zhang
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CHINA INTERNATIONAL CAPITAL CORPORATION)
HONG KONG SECURITIES LIMITED)
as attorney for and on behalf of)
CLSA LIMITED)
in the presence of Xu Jianan)
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Charles Sin

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CCB INTERNATIONAL CAPITAL)
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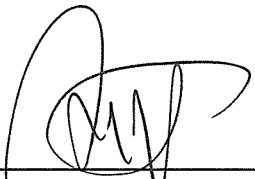
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CHINA MERCHANTS SECURITIES)
(HK) CO., LIMITED)
in the presence of Xu Jianan)


Charles Sin



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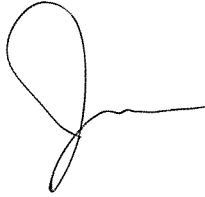
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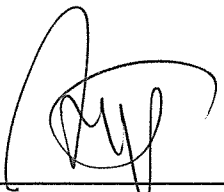
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as attorney for and on behalf of)
ZMF ASSET MANAGEMENT)
LIMITED)
in the presence of Xu Jianan)

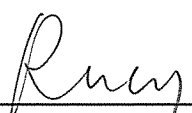
Charles Sin



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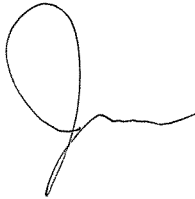
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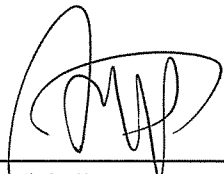
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as attorney for and on behalf of)
FUTU SECURITIES INTERNATIONAL)
(HONG KONG) LIMITED)
in the presence of Xu Jianan)

Charles Sin



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for and on behalf of)
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LIMITED)
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FUTU SECURITIES INTERNATIONAL)
(HONG KONG) LIMITED)
in the presence of Rucy Zhang)



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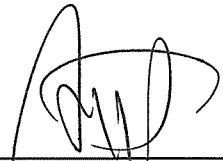


Name: Rucy Zhang
Title: Assistant Vice President


SIGNED by Sin Tak Keung)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG)
SECURITIES LIMITED)
as attorney for and on behalf of)
YUE XIU SECURITIES COMPANY LIMITED)
in the presence of Lam Oi Yan Nicole)



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for and on behalf of)
CCB INTERNATIONAL CAPITAL LIMITED)
as attorney for and on behalf of)
YUE XIU SECURITIES COMPANY LIMITED)
in the presence of Rucy Zhang)



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