

2024-1957

财产份额转让协议

由

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与

苏州纳芯微电子股份有限公司

签署

日期：2024年6月21日

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财产份额转让协议

本财产份额转让协议（“本协议”）由以下各方于2024年6月21日（“签署日”）签订：

- (A) 方骏，中国籍自然人，身份证号码为 31010619781209163X；
- (B) 朱剑宇，中国籍自然人，身份证号码为 510105197802181050；
- (C) 魏世忠，中国籍自然人，身份证号码为 310106198304242811；
- (D) 姜杰，中国籍自然人，身份证号码为 330402197910080015；

(E) 苏州纳芯微电子股份有限公司（“受让方”），一家依照中国法律组建和存续的股份有限公司，其住所为苏州工业园区金鸡湖大道 88 号人工智能产业园 C1-501。

在本协议中，方骏、朱剑宇、魏世忠和姜杰合称为转让方，单独称“每一转让方”，转让方和受让方可合称为“各方”，或单独称为“一方”。

序言

鉴于，上海莱睿企业管理合伙企业（有限合伙）（“上海莱睿”）和上海留词企业管理合伙企业（有限合伙）（“上海留词”，和上海莱睿单称或合称为“标的企业”）为依照中国法律组建和存续的有限合伙企业，分别持有上海麦歌恩微电子股份有限公司（“目标公司”或“麦歌恩”）629.0457 万股、707.7370 万股股份。于本协议签署日，上海莱睿的出资总额为 1,918.2142 万元，方骏为上海莱睿的普通合伙人，朱剑宇、魏世忠和姜杰为上海莱睿的有限合伙人，上海莱睿出资结构如本协议附录 1 所示。于本协议签署日，上海留词的出资总额为 179.7350 万元，方骏为上海留词的普通合伙人，魏世忠为上海留词的有限合伙人，上海留词出资结构如本协议附录 1 所示。

鉴于，朱剑宇和姜杰拟合计向受让方转让其持有的上海莱睿 259.1993 万元的财产份额（约占本协议签署日上海莱睿出资总额的 13.5126%），方骏和魏世忠拟合计向受让方转让其持有的上海留词 78.7589 万元的财产份额（约占本协议签署日上海留词出资总额的 43.8195%）（合称为“本次份额转让”）。每一转让方各自向受让方转让的标的企业目标财产份额的数量如本协议附录 2 所示。

鉴于，2024 年 06 月 21 日，上海矽睿科技股份有限公司（以下简称“矽睿科技”）、上海莱睿与受让方签署了关于目标公司股份转让的《股份转让协议》（“股份转让协议”），约定矽睿科技和上海莱睿将其合计持有的目标公司 24,460,367 股股份（约占股份转让协议签署日目标公司总股本的 68.2822%）转让

给受让方（“股份转让”）；股份转让完成后，矽睿科技不再直接持有目标公司股份，且矽睿科技从上海莱睿减资退伙，不再通过上海莱睿间接持有目标公司股份。

本次份额转让和股份转让完成后，受让方将直接持有并作为上海莱睿和上海留词的有限合伙人，通过上海莱睿和上海留词间接持有目标公司股份，成为目标公司控股股东并取得目标公司控制权。

考虑到前述的事实陈述以及本协议下文中载明的相互约定和承诺，各方达成如下约定：

第一条 定义

第1.01款 定义词语

本协议中，除上下文另有定义外，所使用的术语含义如附录3所示。

第1.02款 其他解释性规定

在本协议中，除非另有规定或语境另有要求：

- (a) “本协议的”、“本协议中的”、“本协议项下的”以及类似词语，均指本协议整体，而非指本协议的任何特定条款；提及任何附录、附表、条款和子条款时均指本协议的附录、附表、条款和子条款，除非另行指明。
- (b) “包括”一词不具有限制性。
- (c) 本协议的目录及标题仅为方便援引而设，不应以任何方式影响本协议的释义。
- (d) 本协议中定义的所有名词在依据本协议而准备的任一证明或其他文书中使用，应具有本协议所定义之含义，除非在上述证明或文书中另有定义。
- (e) 本协议中提及的任何法律、协议、文书或其他文件系指不时修订、补充或修改的协议、文书或其他文件。
- (f) “书面”、“书面的”及类似术语系指印刷、打印或其他可视的复制方式（包括电子媒介）。
- (g) 本协议应被理解为由各方共同起草，不得以本协议任何条款系由某一方起草为由而引起有利于或不利于任何对方的假定或举证责任。

第二条 财产份额转让

第2.01款 财产份额转让

根据本协议的条款和条件,转让方将通过协议转让的方式向受让方转让标的企业财产份额,其中朱剑宇和姜杰拟合计向受让方转让其持有的上海莱睿259.1993万元的财产份额(约占本协议签署日上海莱睿出资总额的13.5126%),方骏和魏世忠拟合计向受让方转让其持有的上海留词78.7589万元的财产份额(约占本协议签署日上海留词出资总额的43.8195%)(合称为“目标财产份额”),受让方将受让目标财产份额。每一转让方各自向受让方转让的标的企业目标财产份额的数量如本协议附录2所示。本次份额转让完成后,标的企业出资结构如本协议附录1所示。

第2.02款 财产份额转让价款

- (a) 根据上海东洲资产评估有限公司出具的《苏州纳芯微电子股份有限公司拟现金收购上海麦歌恩微电子股份有限公司股权所涉及的上海麦歌恩微电子股份有限公司股东全部权益价值资产评估报告》(东洲评报字【2024】第1144号),以2023年12月31日为评估基准日(“评估基准日”),目标公司股东全部权益价值为100,000万元。经各方协商一致并同意,本次份额转让的财产份额转让价款按照目标公司整体(即对应100%目标公司股份)估值10亿元确定,受让方应向转让方支付的财产份额转让价款合计为110,301,216.37元(“财产份额转让价款”),其中,受让方应向方骏支付的财产份额转让价款金额为72,615,391.76元,受让方应向朱剑宇支付的财产份额转让价款金额为16,749,255.38元,受让方应向魏世忠支付的财产份额转让价款金额为13,957,712.82元,受让方应向姜杰支付的财产份额转让价款金额为6,978,856.41元。
- (b) 于本协议签署日至目标财产份额交割日期间,若标的企业以现金形式完成利润分配,除非目标财产份额相关的现金利润分配由受让方实际收取,否则本协议项下的财产份额转让价款应按下列公式相应调整:

调整后的财产份额转让价款等于:财产份额转让价款减去(目标财产份额数量与每股税前分红金额的乘积)

为免疑义,于本协议签署日至目标财产份额交割日期间,标的企业已通过有效决议宣告利润分配但尚未实际支付的目标财产份额相关利润由受让方享有。

第三条 财产份额转让价款的支付和转让过户

第3.01款 财产份额转让价款的支付

(a) 财产份额转让价款应按照如下约定支付：

- (i) 受让方应在本协议第3.02款载明的条件被满足之日起的十(10)个工作日内，将本协议附录2所示的应支付给每一转让方各自的首笔转让价款金额（“首笔转让价款”）支付至每一转让方指定的银行账户，首笔转让价款金额为财产份额转让价款总额的10%。

受让方向每一转让方指定的银行账户支付首笔转让价款之日在本协议下被称为“首笔转让价款支付日”。

- (ii) 受让方应在本协议第3.03款载明的各项条件被证明得以满足或被受让方书面豁免的前提下于交割日当日，将本协议附录2所示的应支付给每一转让方各自的第二笔转让价款金额（“第二笔转让价款”）支付至每一转让方指定的银行账户，第二笔转让价款金额为财产份额转让价款总额的80%。

受让方向每一转让方指定的银行账户支付第二笔转让价款之日在本协议下被称为“第二笔转让价款支付日”。

- (iii) 受让方应在本协议第3.04款载明的各项条件被证明得以满足或被受让方书面豁免之日起的十(10)个工作日内，将本协议附录2所示的应支付给每一转让方各自的第三笔转让价款金额（“第三笔转让价款”）支付至每一转让方指定的银行账户，第三笔转让价款金额为财产份额转让价款总额的10%。

受让方向每一转让方指定的银行账户支付第三笔转让价款之日在本协议下被称为“第三笔转让价款支付日”。

- (b) 每一转让方指定的用于收取本协议项下财产份额转让价款（包括首笔转让价款、第二笔转让价款和第三笔转让价款）的银行账户信息如本协议附录2所示。

第3.02款 支付首笔转让价款的条件

受让方根据本协议向转让方支付首笔转让价款的义务，应以下列每一条件（“首笔转让价款支付条件”）在首笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提：

- (a) 本协议和股份转让协议已由各方依法签署并生效；

- (b) **矽睿科技**已为完成**股份转让协议**项下的**股份转让**取得其董事会决策批准，且已向**受让方**提供其董事会决策批准的证明文件；
- (c) **受让方**已为完成本次**份额转让**和**股份转让协议**项下的**股份转让**取得其董事会决策批准；
- (d) 放弃优先购买权和**标的企业**批准。**转让方**已根据**标的企业**合伙协议的约定就本次**份额转让**取得**标的企业**其他合伙人放弃本次**份额转让**优先购买权的书面确认，并向**受让方**提供证明文件；已取得为完成本次**份额转让**所必要的**标的企业**决策批准，并向**受让方**提供**标的企业**决策批准的证明文件；
- (e) **目标公司**批准。**转让方**已根据**目标公司**股权激励计划、股权激励协议等的要求取得为完成本次**份额转让**所必要的**目标公司**股东大会决策批准，并向**受让方**提供**目标公司**股东大会决策批准的证明文件。

受让方根据本协议第 3.01 款向任一**转让方**支付**首笔转让价款**应以全体**转让方**均满足本第 3.02 款约定的各项**首笔转让价款支付条件**为前提。

第3.03款 支付第二笔转让价款的条件

受让方根据本协议向**转让方**支付**第二笔转让价款**的义务，应以下列每一条件（“**第二笔转让价款支付条件**”）在**第二笔转让价款支付日**之前或当日经**受让方**确认全部已得以满足或被**受让方**书面豁免为前提：

- (a) **股份转让协议**项下的**股份转让**已完成交割，即**目标公司**股东名册已将**矽睿科技**和**上海莱睿**合计持有的**目标公司** 24,460,367 股股份（约占**股份转让协议**签署日**目标公司**总股本的 68.2822%）转让登记于**受让方**名下（**股份转让协议**项下的**股份转让**完成交割日为“**股份转让交割日**”）；
- (b) 第三方批准及通知义务。**转让方**及**标的企业**已取得为完成**交易文件**项下拟议之交易所必要的所有相关第三方的同意和批准；**转让方**及**标的企业**均已按照适用法律之规定履行其就本协议项下拟议之交易所需履行的各项通知义务，包括但不限于**转让方**应促使**标的企业**全体合伙人与**受让方**签署完毕反映本次**份额转让**的**标的企业**合伙协议和入伙协议，且合伙协议应包括(i) 未经**受让方**事先书面同意，**标的企业**合伙人不得处置**标的企业**财产份额，(ii)**受让方**持有的**标的企业**财产份额所对应的**麦歌恩**股份的表决应以**受让方**意见为准等内容；
- (c) **集团公司**调整事项。**集团公司**已完成以下事项：
 - (i) **目标公司**和**矽睿科技**就**集团公司**通过**矽睿科技**向**华虹半导体**采购晶

圖事項簽署經受讓方認可的合作協議，約定包括但不限於在矽睿科技向華虹半導體採購晶圓的合作期間，矽睿科技單季度向集團公司供應不低於1,000片晶圓，集團公司向矽睿科技的晶圓採購價格應不高於矽睿科技向華虹半導體採購該晶圓的價格的1.25倍，該等晶圓採購的其他各項交易條件應不劣於股份轉讓交割日前集團公司通過矽睿科技實施的晶圓採購的條件，該合作協議於股份轉讓交割日起生效；

- (ii) 矽睿科技已出具解除集團公司員工方駿在矽睿科技任職的書面函件，方駿已不在矽睿科技擔任任何職務，並在集團公司專職工作；集團公司員工均在集團公司專職工作，集團公司和矽睿科技之間人員獨立，集團公司和矽睿科技之間不存在人員混用的情形；
- (iii) 目標公司召開股東大會審議通過對目標公司2020年和2022年股权激励計劃的修訂，且該等修訂內容已反映受讓方的要求，同時前述股東大會亦審議明確前述激勵計劃已規定但未執行落地的合計241萬股激勵股份不再執行並相應作廢；
- (iv) 於股份轉讓交割日當日，目標公司召開股東大會，全體股東決議同意修改目標公司章程，修改內容包括但不限於明確標的企業持有的麥歌恩股份中受讓方持有的標的企業財產份額所對應的麥歌恩股份的表決應以受讓方意見為準，且全體股東應一致同意豁免目標公司股東大會通知期，並向受讓方提供目標公司股東大會決策批准的證明文件和目標公司章程或章程修正案；
- (d) 聲明、保證和承諾。轉讓方在交易文件中的陳述和保證在本協議簽署日是真實、準確、完整的且不具有誤導性，且截止至第二筆轉讓款支付日也均應是真實、準確、完整的且不具有誤導性，具有如同在本協議簽署日作出的同等效力和效果，交易文件所含的應由轉讓方於第二筆轉讓款支付日之前履行的承諾和約定均已得到履行；
- (e) 無特定政府命令。任何政府部門均不存在任何未決的或可能採取的行動或程序，均未制定、發布、頒布、實施或通過任何法律或政府命令會導致任何交易文件所擬議之交易不合法或限制或禁止交易文件所擬議之交易；
- (f) 無法律程序或訴訟。不存在針對任何轉讓方、其關聯方和標的企業、集團公司的、已發生或可能發生的與交易文件項下的責任或義務的履行相關的訴求，並且該等訴求可能會限制交易文件所擬議之交易、或對該等交易的條款造成改變，或可能致使該等交易的完成無法實現或不合法，或可能構成重大不利影響；

- (g) 无重大不利变化。未发生任何对标的企业、集团公司的业务、资产、负债、经营业绩、财务状况产生或基于合理的预测将产生重大不利影响的事项；
- (h) 目标财产份额已实缴且无负担。转让方持有的目标财产份额已全部实缴完成，不存在质押、冻结或其他任何影响目标财产份额转让的情形；且标的企业持有的目标公司股份不存在质押、冻结或其他任何权利受限的情形；
- (i) 首笔转让价款的支付已全部完成，且截至第二笔转让价款支付日，首笔转让价款支付条件均保持满足；
- (j) 对于受让方在首笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (k) 第二笔转让价款支付条件满足证明书。全体转让方已向受让方交付书面通知（“第二笔转让价款支付条件满足证明书”，格式见本协议附录4），告知本第3.03款所述之支付条件已全部满足并提供本第3.03款(b)项、(c)项、(j)项条件满足的相应证明文件。

每一转让方应就其满足本第3.03款约定的各项第二笔转让价款支付条件分别向受让方出具和交付第二笔转让价款支付条件满足证明书，受让方根据本协议第3.01款向任一转让方支付第二笔转让价款应以全体转让方均满足本第3.03款约定的各项第二笔转让价款支付条件为前提。

第3.04款 支付第三笔转让价款的条件

受让方根据本协议向转让方支付第三笔转让价款的义务，应以下列每一条件（“第三笔转让价款支付条件”）在第三笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提：

- (a) 工商变更登记。标的企业已办理完成本次份额转让的工商变更登记手续；
- (b) 完税。转让方已在相关税务主管部门办理完成纳税申报，并足额缴纳本次份额转让涉及的全部税款，并向受让方提交税款缴纳凭证的复印件；
- (c) 公司治理。转让方配合受让方完成对目标公司董事会、监事会的改组；
- (d) 转让方配合受让方完成集团公司财务系统等各类内部流程管理系统审批权限变更，由受让方和集团公司共同行使审批权限，矽睿科技不再拥有对集团公司的审批权限；
- (e) 转让方、集团公司已按照与受让方确认的交接清单将集团公司交接资料或文件交接给受让方指定人员，并由受让方指定人员签署交接清单予以确认，

完成下列资料或文件的交接工作：

- (i) 集团在开户行预留财务人员或其他人员个人名章、以及其他与集团有关的所有印鉴，其中，法定代表人名章由集团管理，财务章由受让方管理，其余章均由受让方和集团共同保管；
 - (ii) 集团所有的财务资料以及财务、业务系统的操作权限，包括但不限于财务账册与账套数据、各类报表和辅助账、原始单据及凭证、税务申报材料、历年审计报告和调整底稿以及其他与公司经营相关的重要文件；
 - (iii) 集团所有法律、商业、财务文件（包括但不限于董事会决议、股东（大）会决议、会议记录汇总、集团签署的各类经营合同、文件、材料）；为免疑义，各方确认集团各类证照原件由受让方和集团共同保管；
 - (iv) 集团供应商、客户及其他与集团存在业务往来的全部主体的完整名录、资料、信息；
- (f) 集团调整事项。集团已完成以下事项：
- (i) 若目标公司因目标公司2020年12月资本公积及盈余公积转增股本时自然人股东未缴纳的个人所得税事项遭受损失的，各转让方向受让方补足，受让方有权在尚未支付的财产份额转让价款中扣减；
 - (ii) 就砂睿科技层面针对集团员工实施的股权激励形成受让方认可的员工退伙方案并签订相应协议，完成工商变更登记，集团员工不再直接或间接持有砂睿科技股份或其他权益工具；如因非砂睿科技原因导致无法完成前述退伙的，转让方、受让方同意另行协商解决方案并予以落实；
- (g) 声明、保证和承诺。转让方在交易文件中的陈述和保证在本协议签署日是真实、准确、完整的且不具有误导性，且截止至第三笔转让价款支付日也均是真实、准确、完整的且不具有误导性，具有如同在本协议签署日作出的同等效力和效果，交易文件所含的应由转让方于第三笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (h) 首笔转让价款和第二笔转让价款的支付已全部完成，且截至第三笔转让价款支付日，首笔转让价款支付条件和第二笔转让价款支付条件均保持满足；
- (i) 对于受让方在首笔转让价款支付日和第二笔转让价款支付日豁免的未完成

的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；

- (j) **第三笔转让价款支付条件满足证明书**。全体转让方已向受让方交付书面通知（“**第三笔转让价款支付条件满足证明书**”，格式见本协议附录 5），告知本第 3.04 款所述之支付条件已全部满足并提供本第 3.04 款(a)项、(b)项、(c)项、(e)项、(f)项、(i)项条件满足的相应证明文件。

每一转让方应就其满足本第 3.04 款约定的各项**第三笔转让价款支付条件**分别向受让方出具和交付**第三笔转让价款支付条件满足证明书**，受让方根据本协议第 3.01 款向任一转让方支付**第三笔转让价款**应以全体转让方均满足本第 3.04 款约定的各项**第三笔转让价款支付条件**为前提。

第3.05款 目标财产份额过户及交割

- (a) 除被受让方事先书面豁免外，转让方应并应促使标的企业和集团公司在本协议签署后五（5）个工作日内完成第 3.02 款(d)、(e)项**首笔转让价款支付条件**，在本协议签署后十（10）个工作日内完成**第二笔转让价款支付条件**。
- (b) 于**第二笔转让价款支付日**当日，转让方、集团公司应将集团公司全部公章、合同章、财务章移交给受让方由集团公司与受让方按照约定方式共管；转让方应促使标的企业全体合伙人与受让方签署完毕反映本次**份额转让**的**标的企业合伙协议**和**入伙协议**，且合伙协议应包括(i)未经受让方事先书面同意，**标的企业**合伙人不得处置**标的企业**财产份额，(ii)受让方持有的**标的企业**财产份额所对应的**麦歌恩**股份的表决应以受让方意见为准等内容；向受让方交付集团公司银行复核 U Key。

标的企业全体合伙人与受让方完成**标的企业**合伙协议的签署并生效，视为本次**份额转让**的**交割**（“**交割**”），**标的企业**合伙协议签署并生效之日，为**交割日**（“**交割日**”）。

- (c) 转让方应并应促使集团在**交割日**起一年内完成第 3.04 款约定的全部**第三笔转让价款支付条件**。
- (d) 受让方向转让方支付**第二笔转让价款**后二十（20）个工作日内，转让方、**标的企业**应办理完成本次**份额转让**的工商变更登记手续，并在相关税务主管部门办理完纳税申报，足额缴纳本次**份额转让**涉及的全部税款，并向受让方提交税款缴纳凭证的复印件。

第3.06款 股东权利

自**交割日**起，受让方应有权获得与**目标财产份额**相关的所有权利、利益和收

益。

第四条 转让方的陈述和保证

转让方在此向受让方陈述和保证,在本协议签署日并且截至首笔转让价款支付日、第二笔转让价款支付日、交割日期间的每一天(但明确说明在其他特定日期作出的陈述和保证则在该等特定日期),本协议及本协议附录6中的各项陈述和保证均为真实、准确和完整的且不具有误导性。

第五条 受让方的陈述和保证

受让方在此向转让方陈述和保证,在本协议签署日并且截至首笔转让价款支付日、第二笔转让价款支付日、交割日期间的每一天(但明确说明在其他特定日期作出的陈述和保证则在该等特定日期),本协议及本协议附录7中的各项陈述和保证均为真实、准确和完整的且不具有误导性。

第六条 承诺

第6.01款 过渡期安排

- (a) 转让方同意并承诺,自本协议签署日起直至交割日的期间内(“过渡期”),除非(i)本协议另行约定,或(ii)经受让方事先书面同意,其应促使目标公司将(且将促使每一标的企业、集团公司):
- (i) 按照与过去惯例相符的正常业务经营方式经营业务,对于与关联方的现有关联交易,应维持合理的利润水平;
 - (ii) 保存和保护标的企业、集团公司资产价值不受减损;
 - (iii) 遵循中国法律和目标公司内部管理制度。
- (b) 在不限上述第6.01(a)款的前提下,转让方同意并承诺,在过渡期内,除非(i)本协议另行约定,或(ii)经受让方事先书面同意,其应促使标的企业、目标公司不得(且将促使每一集团公司不得)采取及同意或承诺采取下述行动:
- (i) 主营业务发生变化,终止所从事的业务或导致与业务相关的经营许可或证照被吊销、撤回或取消;
 - (ii) 对其章程或议事规则或任何类似组织文件进行任何修订,但根据相关法律需要正常修订的除外,在该等情形下,转让方需尽快书面通知受让方,并告知相关法律依据;

- (iii) 除**矽睿科技**从**上海莱睿**减资退伙外，增加或者减少注册资本；发行任何股票、债券或其他证券（或任何期权、认股权证或购买股权的其他权利），或就此作出任何承诺；
- (iv) 赎回、回购或另行重新取得、分拆、合并或重新划分其股本；
- (v) 通过任何吸收合并、新设合并、资产业务整合或其他非常规业务交易计划；
- (vi) 进行任何对外投资、兼并、收购、资产购买（不包括在正常业务经营中的原材料采购），或与任何人建立合资企业、合伙关系或战略联盟关系，或就前述事项与任何第三方进行磋商、讨论、谈判，或者签署任何备忘录、意向书或协议（无论是否具有法律约束力）；
- (vii) 进行清算或解散，提交破产申请，或同意提交任何破产申请；
- (viii) 就其股本宣布、计提或支付任何分红或进行任何其他分配；
- (ix) 与**关联方**进行任何新增关联交易，原有**矽睿科技**销售集团公司产品的框架协议项下的新增订单除外；
- (x) 在正常经营活动之外出售、租赁、转让或处置资产，或授予第三方对于上述资产的经营权；
- (xi) 出售、转让或通过任何方式处置对外投资的股权或资产，或者对前述主体的公司章程、股东协议或任何类似公司组织性文件进行修订/补充；
- (xii) 出售、转让、对外许可技术或**知识产权**或对其设置质押或其他负担或进行处置，原有业务合同约定的技术许可（如有）除外；
- (xiii) 在全部或部分**业务**、资产或权利上设定抵押或质押或进行处置（不论是以固定或浮动抵押、质押或其他任何形式）；
- (xiv) 对外提供任何的担保、保证（无论是为自身债务还是为他人债务）或借款；
- (xv) 订立、修订、终止或解除技术服务、咨询服务相关合同，或依据新订立、修订的相关合同支付技术服务、咨询服务相关费用；为免疑义，交割日前正在执行的技术服务、咨询服务相关合同继续履行，包括按约定支付相关费用；
- (xvi) 在正常业务经营之外进行任何借贷或取得金融贷款工具；

- (xvii) 在正常业务经营之外订立、修订或调整、终止任何合同；
 - (xviii) 更换目标公司外部审计机构，变更任何会计方法或会计惯例或制度，但适用的会计准则要求的变更除外；
 - (xix) 改变目标公司的董事会、监事会、管理层组成或任何人选，本协议另有约定的除外；
 - (xx) 解聘、招聘集团公司中层以上管理人员，或者提高或降低集团公司中层以上人员的工资、薪金、补偿、奖金、激励报酬、退休金或其他福利；
 - (xxi) 解除或以其他方式免除任何标的企业、集团公司债权；或放弃、减让或怠于行使具有实质性价值的任何权利（包括任何诉求）；
 - (xxii) 就与税金、财政优惠、补贴或奖励有关的任何责任、义务或未来承诺作出不利安排；
 - (xxiii) 其他可能对本次份额转让及标的企业、集团公司产生重大不利影响的作为或不作为；
 - (xxiv) 同意或承诺作出前述任何一项行动。
- (c) 转让方承诺，在过渡期内：(i)其不得直接或间接出售、转让、抵押、设置权利负担于或采取任何其他形式处置其于标的企业直接或间接持有或享有之权益（包括目标财产份额及相应的表决权）；(ii)其所持标的企业财产份额数量不会发生任何直接或间接的变动；(iii)促使标的企业不直接或间接出售、转让、抵押、设置权利负担于或采取任何其他形式处置其于目标公司直接或间接持有或享有之权益，且标的企业所持目标公司股份数量不会发生任何直接或间接的变动，股份转让协议项下的股份转让导致的除外）。
- (d) 如受让方基于转让方的承诺而豁免了任何本协议第 3.02 款、第 3.03 款、第 3.04 款所规定的相关条件，则转让方仍应遵守该等承诺，在经受让方指定的时间期限内完成相关事项。
- (e) 转让方同意并承诺，在过渡期内，受让方及其授权代表有权充分了解集团公司的管理及运作。在过渡期内，为本次份额转让之目的，转让方同意受让方及其授权代表对转让方、标的企业相关人员进行访谈，并确保集团公司同意受让方及其授权代表与集团公司的管理层进行访谈。转让方同意并承诺，在过渡期内，向受让方提供受让方不时合理要求的、受让方所需的转让方和集团公司的合理信息（或其复印件），受让方有权查看、复印包

括但不限于**集团公司**的管理制度、会议文件、通讯文件、会计账簿、原始凭证、应收账款详情及税务记录等与**集团公司**经营管理有关的文件和信息，并获得**过渡期**内相关事项的资料及信息。**转让方**自身承诺并将确保各**集团公司**及其各自的代表对**受让方**的上述要求予以配合。

第6.02款 期间损益

各方同意并承诺，自本次**份额转让**的**评估基准日**（2023年12月31日）至**股份转让交割日**期间（如**股份转让交割日**为当月15日之前（含15日当日），则至上月月末之日；如**股份转让交割日**为当月15日之后（不含15日当日），则至**股份转让交割日**的当月月末之日，“**损益归属期间**”），**目标财产份额**所对应的**目标公司**在运营过程中所产生的盈利和收益或因其他原因而增加的净资产（如有，合并口径）由**受让方**享有，**目标财产份额**所对应的**目标公司**在运营过程中所产生的亏损和损失或其他原因导致净资产减少（如有，合并口径）由**转让方**承担，具体按照下述方式执行：

- (a) **交割日**后，各方同意由**受让方**聘请的符合《**证券法**》规定的审计机构对**目标公司**（合并口径）进行审计，并出具审计报告。**目标公司**在**损益归属期间**实现的**损益**情况根据前述审计报告确定。
- (b) 如果根据审计报告，**目标公司**在**损益归属期间**内归属于**目标公司**母公司所有者权益（即**损益归属期间**期末**账面净资产额**—**评估基准日**账面**净资产额**）为负数，则**目标财产份额**所对应的减少部分由**转让方**在审计报告出具之日起十（10）个工作日内向**受让方**以现金方式补足，**受让方**有权在**财产份额**转让价款中扣除。

第6.03款 通知特定事件

各方应在以下情况发生时，或据其合理所知该等情况可能发生时，立即书面通知**相对方**：(a)任何可能导致其违反其在**交易文件**项下的任何声明、保证或承诺的，或者可能使任何其在**交易文件**项下的声明或保证在任何方面不真实的所有事件、情况和事实，以及(b)其获悉的、将会或据合理预计可能会导致**本协议**约定的任何支付条件变得无法满足的任何事实、变化、条件和情形。

第6.04款 排他期

转让方同意并承诺，自**本协议**签署日起直至(a)**交割日**，或(b)**本协议**终止时（以较早发生者为准），其自身不得并应促使**标的企业**、**目标公司**及其董事、监事、高级管理人员及其代表、**标的企业**其他合伙人不得，(i)招揽、发起、考虑、鼓励或接受任何**主体**提出的关于下述事项的提议或要约：(A)任何收购或以其他方式获得任何**集团公司**的全部或任何部分的直接或间接的股份或股权或任何集

团公司的资产或业务(在正常业务经营中按照与过去惯例相符的方式开展业务和出售产品除外)或标的企业的财产份额;(B)与任何集团公司进行任何兼并、合并;(C)进行涉及任何集团公司的资本重组、结构重组或任何其他非正常的业务交易,或(ii)就前述事宜参与任何讨论、交谈、谈判或其他交流,或向任何其他主体提供与前述事宜有关的任何信息,或以任何其他方式配合、协助或参与、方便或鼓励任何其他主体试图进行前述事宜的任何努力或尝试。转让方同意并承诺,其自身不得并应促使目标公司及其董事、监事、高级管理人员及其代表、标的企业其他合伙人立即停止所有现有的、与任何主体在本协议签署之后就前述任何事宜开展的讨论、交谈、谈判以及其他交流。如果任何主体做出与前述事宜有关的任何该等提议、要约或就前述事宜进行任何询问或其他接触,转让方应当立即通知受让方。

第6.05款 交割后的承诺事项

- (a) 转让方同意并承诺,自本协议签署日起,除非受让方事先书面同意,转让方自身及其控制的主体不得直接或间接地:(i)进行、从事或参与任何与集团公司所从事的业务同类、相似的或处于竞争关系的业务,在任何与集团公司构成竞争性业务的实体中持有任何权益;(ii)招引或试图诱使任何现有或潜在的集团公司的客户、供应商、代理商、或已习惯同集团公司交易的任何人士、机构限制和集团公司合作;(iii)招引或试图诱使任何受聘于集团公司且从事研发、技术、运营、销售或管理工作的任何人士离开集团公司,或向该等人士提供雇佣机会或雇佣该等人士,或向该等人士提供或与其签署任何服务合同;(iv)从事其他有损于集团公司、标的企业和受让方利益的行为。
- (b) 转让方同意并承诺,对于集团公司、标的企业因交割日前发生的任何违约、违规或侵权、对外担保事项而导致的、在交割日后产生的金额超过50万元的负债或损失,包括但不限于应缴但未缴的税费,应付但未付的员工薪酬、社会保险及住房公积金费用,因违反与第三方的合同约定而产生的违约责任,因交割日前提供担保而产生的担保责任,因违反相关法律法规而产生的行政处罚、其他法律责任或经济损失,因交割日前行为而引发的纠纷所产生的支出或赔偿等,最终由转让方承担。如该等责任由集团公司或标的企业先行承担,转让方承诺在集团公司或标的企业承担该等责任之日起十(10)个工作日内对集团公司、标的企业及受让方承担全部补偿责任,受让方有权以尚未支付的财产份额转让价款进行抵扣。
- (c) 本次份额转让的业绩承诺期间为2024年、2025年及2026年。转让方承诺,目标公司在2024年度净利润为3,912万元,2025年度净利润为5,154万元,2026年度净利润为7,568万元。(净利润,指目标公司在业绩承诺期内各会

计年度经审计的合并报表口径下归属于母公司所有者的净利润（扣除非经常性损益前后孰低），若业绩承诺期内因**受让方**实施股权激励或**目标公司**于**交割日**后新增实施股权激励按照股份支付处理导致当期实际净利润减少的，则**目标公司**当期实际净利润应加上当期因前述股份支付处理扣除的净利润，下同）。

各方同意，在业绩承诺期间每个会计年度结束时，由**受让方**聘请符合《证券法》规定的会计师事务所对**目标公司**进行年度审计并出具年度审计报告。**目标公司**实际净利润数以年度审计报告记载的数据为准，并应加上本第6.05款(c)项所述的股份支付导致当期实际净利润减少的金额（如有）。

如果**目标公司**在业绩承诺期内累积实际净利润低于上述承诺净利润总额（即16,634万元），则**各方**同意，就差额部分，**受让方**有权要求**转让方**以等额现金方式或**转让方**无偿转让其届时持有的**标的企业**剩余财产份额方式向**受让方**进行补偿，**转让方**应于**目标公司**2026年年度审计报告出具之日起三十（30）个工作日内完成补偿。

若**受让方**选择以**转让方**无偿转让其届时持有的**标的企业**剩余财产份额方式进行补偿的，**转让方**无偿转让的某**标的企业**财产份额比例=（业绩承诺期内承诺净利润总额—业绩承诺期内累积实际净利润总额—**转让方**已支付的现金补偿金额（如有））÷**麦歌恩**届时经评估的股东全部权益价值÷届时该**标的企业**持有的**麦歌恩**股份比例，若**转让方**届时持有的**标的企业**剩余财产份额不足以补偿的，**受让方**有权要求**转让方**以现金方式补足。

- (d) **转让方**在此不可撤销地承诺，于**股份转让交割日**起，**受让方**有权委派财务人员至**集团公司**管理财务相关事项，**转让方**应且应促使**集团公司**人员配合**受让方**委派的财务人员开展工作。

第6.06款 保密

- (a) 除非**各方**另有书面约定，任何一方均不得，且应促使其各自的**关联方**和**代表**不得，直接或间接地披露或允许披露(i)**交易文件**、**本次份额转让**及**交易文件**项下所拟议交易是否存在或其内容，(ii)**交易文件**、**本次份额转让**及**交易文件**项下所拟议交易的任何条款、条件或其他方面，或(iii)**交易文件**、**本次份额转让**及**交易文件**项下所拟议交易的谈判情况（“**保密信息**”）。
- (b) 尽管有以上规定，**各方**可(i)仅为**交易文件**项下所拟议交易之目的，向需要知悉**保密信息**的**各方**的**雇员**、**管理人员**、**董事**、**合伙人**、**代理人**、**会计师**、**法律顾问**、**代表**或**顾问**（“**代表**”）披露**保密信息**，但该方应确保该等**代表**知

晓并承担同样的保密义务；(ii)根据适用法律的规定或适用的证券交易所的规则，向任何有关政府部门或证券交易所披露适用法律要求披露的保密信息；及(iii)根据适用法律或政府部门的的要求，该方可披露交易文件项下交易的相关信息。

第七条 赔偿

第7.01款 陈述和保证继续有效

各交易文件中所载的**转让方**作出的各项陈述和保证应在**本次份额转让完成**后继续有效，即只要**转让方**违反该项陈述和保证或其他类似义务的情形是在该等陈述和保证作出日或之前存在的，**受让方**均有权根据本第七条的规定就**转让方**违反陈述和保证的情形提出索赔，无论相关损失是在**本次份额转让完成**之前或之后发生。

各交易文件中所载的**受让方**作出的各项陈述和保证应在**本次份额转让完成**后继续有效，即只要**受让方**违反该项陈述和保证或其他类似义务的情形是在该等陈述和保证作出日或之前存在的，**转让方**均有权根据本第七条的规定就**受让方**违反陈述和保证的情形提出索赔，无论相关损失是在**本次份额转让完成**之前或之后发生。

第7.02款 赔偿责任

- (a) 若一方违反其在交易文件项下的任何陈述、声明、保证、承诺、约定或义务（违约一方为“**违约方**”），**违约方**应向受到损失的相关方（“**赔偿权利人**”）赔偿该等**赔偿权利人**由于该等违约所承受或招致的所有**负债、损失、损害、权利主张、费用和开支、利息、裁决、判决和罚金**（包括：合理的**律师费和顾问费**，由任何主体提起或以其他方式引发的任何**诉求**，**标的企业和集团公司**损失导致的**受让方**的损失，以及任何可得利益的丧失或减损）（且上述损失应包含**赔偿权利人**由接受赔偿而产生的任何相关税费等，以下合称“**损失**”）。
- (b) 若任何**转让方**或**标的企业**或**集团公司**未能按照本协议第3.05款规定的期限内完成对应事项的，则每逾期一日，**转让方**应按照**受让方**已经支付的**财产份额转让价款**金额每日按照万分之五的标准计算向**受让方**支付逾期违约金，**受让方**有权在**财产份额转让价款**中扣除。
- (c) 若**受让方**未能按照本协议第3.01款规定的期限内支付**财产份额转让价款**的，则每逾期一日，**受让方**应按照其应付未付的**财产份额转让价款**金额每日按照万分之五的标准计算向**转让方**支付逾期违约金。

第7.03款 责任承担

转让方之间在本协议项下的陈述保证、承诺、义务或责任均是共同且连带性质的，一方应对另一方在交易文件中对受让方的所有陈述保证、承诺、义务或责任承担共同和连带责任。

第7.04款 其他救济

- (a) 各方同意，第7.01款至7.03款中有关赔偿的规定不应为赔偿权利人在违约方违背其在交易文件中的陈述和保证，或未能履行和遵守其在交易文件中的任何承诺和约定的情况下所将获得的唯一的救济。如果违约方未能依约履行或违背交易文件中的任何规定，则赔偿权利人可以寻求基于交易文件以及交易文件适用的中国法律而可以主张的任何其他权利或可以寻求的任何及所有其他救济，包括但不限于实际履行。
- (b) 本协议任何一方未能主张其在本协议项下的任何权利不应构成该方对该等权利的放弃。

第八条 生效与终止

第8.01款 生效

本协议于签署日经全体转让方签字、受让方加盖公章并由其法定代表人或授权代表签署后成立并生效。

第8.02款 终止

- (a) 在本协议签署日起至交割日期间，在下列任一情况下，本协议可以被受让方终止：
- (i) 如果在本协议签署日起至交割日期间：(A)发生某一事件或情况对标的企业或集团公司或本次份额转让造成了或可能造成重大不利影响或导致本协议第3.03款项下的任何条件无法完成，(B)交易文件中所载的转让方的任何陈述和保证在任一方面不真实或不准确且在受让方书面通知之日起的15日内未能纠正，或转让方实质违反交易文件中的任何承诺或约定且在受让方书面通知之日起的15日内未能纠正，或(C)目标公司或标的企业为债权人的利益进行总体转让，或目标公司或标的企业进入破产程序或被提起任何进入破产程序的法律程序，破产或资不抵债，或以期就破产、资不抵债或重组而根据任何法律进行清算、结业、重组或其债务的重整，则受让方有权以书面形式通知转让方终止本协议：

- (ii) 在本协议签署日起满二（2）个月之日，因非受让方原因未完成所有目标财产份额交割的，则受让方有权以书面形式通知转让方终止本协议；
- (iii) 股份转让协议被终止的，则受让方有权以书面形式通知转让方终止本协议。

如因触发上述(i)项和(ii)项情况导致本协议被受让方终止的，转让方应自本协议终止之日起五（5）个工作日内向受让方全额返还受让方已支付的财产份额转让价款并向受让方支付等额于其在此次份额转让中分别收取的首笔转让价款的手续费。

如因触发上述(iii)项情况导致本协议被受让方终止的，转让方应自本协议终止之日起五（5）个工作日内向受让方全额返还受让方已支付的财产份额转让价款，转让方无需支付分手费。

为免疑义，如本协议根据本第8.02款(c)项终止的，转让方无需支付分手费。

- (b) 在本协议签署日起至交割日期间，在下列情况下，本协议可以被转让方终止：

如果在本协议签署日起至交割日期间，交易文件中所载的受让方的任何陈述和保证在任一方面不真实或不准确且在转让方书面通知之日起的15日内未能纠正，或受让方实质违反交易文件中的任何承诺或约定且在转让方书面通知之日起的15日内未能纠正，则转让方有权以书面形式通知受让方终止本协议。

如因触发上述情况导致本协议被转让方终止的，受让方应向各转让方支付等额于其应向各转让方支付的首笔转让价款的手续费，该等分手费从转让方应向受让方返还的财产份额转让价款中扣除，扣除后仍有剩余财产份额转让价款的，转让方应自本协议终止之日起五（5）个工作日内向受让方全额返还该等扣除分手费后的剩余财产份额转让价款。

- (c) 在本协议签署日起至交割日期间，在下列情况下，本协议可以被转让方或受让方终止：

在本协议签署日起至交割日期间，如任何有管辖权的政府部门发布命令、法令或裁定、或已采取任何其他行动，限制、阻止或以其他方式禁止本协议拟议的交易或导致本协议拟议的交易实质无法实施，则任何一方均有权以书面形式通知另一方终止本协议；

如因触发上述情况导致本协议被转让方或受让方终止的，转让方应自本协

议终止之日起五（5）个工作日内向受让方全额返还受让方已支付的财产份额转让价款。

- (d) 本协议可经各方书面一致同意后终止。
- (e) 除非受让方在行使终止权时仅说明针对某一个转让方，否则受让方根据本第8.02款的约定向任一转让方发出书面终止通知的，终止的效力应及于所有转让方，即视为受让方终止与所有转让方在本协议项下的拟议交易。各转让方有权根据本第8.02款的约定独立作出终止决定，任一转让方单方终止本协议的，终止的效力仅及于该转让方与受让方之间的约定。

第8.03款 继续有效

如果本协议根据第 8.02 款的规定被终止，则本协议应立即失效且任何一方均不再承担任何责任，但：(a)本协议第 6.06 款、第七条、第 8.02 款、第 8.03 款、第九条将在本协议终止后继续有效，且(b)本协议中的任何规定均不得解除任何一方在本协议终止之前因违反本协议所应承担的责任。

若本协议根据第 8.02 款的规定被终止，各方应本着公平、合理、诚实信用的原则，并配合采取一切所需的行动以尽快恢复到本协议签订时的状态（且最迟不晚于本协议根据第 8.02 款被终止后的十（10）个工作日内）。

若任何转让方未在第 8.02 款约定的期限内向受让方支付或返还相关款项的，则每逾期一日，转让方应按照其应付未付金额的每日万分之五的标准向受让方支付逾期违约金。

第九条 其它条款

第9.01款 费用

所有与交易文件的准备、签署和履行以及本次份额转让有关的费用、成本和开支（包括法律顾问、财务顾问、审计、评估费用等，合称为“交易费用”）均应由各方各自承担，但因转让方原因导致本次份额转让无法完成的，交易费用全部由转让方承担。转让方应自行协商确定需由其承担的交易费用在转让方内部的分摊原则。在任何情况下，各方依据第 9.01 款需承担的交易费用均不应由标的企业、集团公司实际承担。

第9.02款 税金

就因交易文件的签署、履行和实施交易文件所拟议的交易而产生的或与之有关的根据所有适用法律向各方分别计征的各项税金，以及与此相关的税务返还/优惠（如有）及后续责任，均应由各方自行负责申报、缴纳和承担。

为避免疑问，本协议第 2.02 款约定的财产份额转让价款均已包括转让方就本次份额转让按照适用法律所应缴纳和承担的所有相关税金（包括但不限于企业所得税、增值税和印花税等）。若转让方未能按照法律要求足额缴纳税金，或者税务主管部门事后认定与本次份额转让相关的个人所得税等税金扣缴不足而被要求补缴税金、滞纳金以及罚金(如有)，转让方应当自行承担并缴纳该等税金、滞纳金以及罚金(如有)，若造成受让方、标的企业、集团公司的任何损失，转让方应全额赔偿受让方、标的企业和集团公司。

第9.03款 转让

本协议对本协议各方的继任人和受让人具有约束力，并其利益及于本协议各方的继任人和受让人。未经其他方事先书面同意，任何一方不得转让本协议项下的权利和/或义务。

第9.04款 完整协议

交易文件以及依照交易文件交付的其它文件（包括本协议附录）构成各方就交易文件主题事项达成的全部协议和谅解，并取代在此之前各方就该等主题事项所达成的所有书面和口头的协议和承诺。

各方为履行本协议而依照法律法规或相关政府部门要求已签署和/或将签署关于本次份额转让的文件（以下合称为“政府文件”），包括但不限于为完成本次份额转让涉及的工商变更登记手续而需要各方另行签署的财产份额转让协议或相应文件，则本协议之约定应视为对政府文件的补充和/或变更，并具有优先法律效力，若政府文件与本协议有任何冲突，以本协议之约定为准。

第9.05款 可分割性

若根据任何法律或公共政策，本协议的任何条款或其他规定无效、不合法或不可执行，则只要本协议拟议之交易的经济或法律实质未以对任何一方严重不利的方式受到影响，本协议的所有其他条款和规定仍应保持其全部效力。在任何条款或其他规定被认定为无效、不合法或不可执行时，各方应进行善意谈判，对本协议进行修订，以便以可接受的方式尽可能近似地实现各方的原有意图，从而尽量最大限度地完成本协议原先筹划之交易。

第9.06款 抵销

各方同意，就转让方在本协议项下产生的对受让方的任何支付义务，受让方有权要求行使抵销权，即从任何受让方应向对应的转让方支付的款项中予以扣减。如各方对前述抵销金额有异议的，各方应通过友好协商解决，如协商不成的，应按照本协议第 9.010 款(b)项执行，以上海国际经济贸易仲裁委员会最终仲裁裁决

结果为准。

第9.07款 修订

本协议只能通过各方签字或加盖公章并由其法定代表人或授权代表签署的书面文件予以修订或修改。

第9.08款 通知

本协议中要求或允许的所有通知均应以书面形式作出，并且在以下情况下视为有效送达：

- (a) 经专人递送的，在交付给本协议受通知方时视为送达；
- (b) 交由一家全国认可的快递公司递送的，交给该快递公司后的第三(3)天，视为送达；或者
- (c) 通过电子邮件方式发送的，电子邮件发送至本协议受通知方服务器时视为送达。

所有的通信应发送至本协议附录 8 中所列示的地址，或者一方提前十(10)天书面通知对方的其它地址。

为避免疑义，本协议项下的转让方需向受让方发出的书面通知、通告，由转让方指定的电子邮箱向受让方指定的电子邮箱发出的邮件正文和/或附件即构成该等书面通知及公告；受让方在附录 8 指定的电子邮箱以邮件方式回复给该转让方的任何邮件正文和/或附件，均构成书面回复内容。任何一方如需变更指定电子邮箱，应提前二(2)个工作日向对方指定邮箱发出变更通知。

第9.09款 副本

本协议可签署并交付一式多份，共计十(10)份，各方各持二(2)份。每一份均为原件并具有相同效力。

第9.010款 适用法律和争议解决

- (a) 本协议的准据法为中国法律，并应根据中国法律解释。
- (b) 因本协议的签署而产生的或与本协议有关的任何争议(“争议”)，均应提交上海国际经济贸易仲裁委员会按照其届时有效的仲裁规则在上海进行裁决，仲裁裁决为终局裁决，对各方均有约束力。仲裁员应为三人。仲裁程序中应使用中文。

- (c) 关于仲裁员的指定，由转让人和受让方分别指定一名仲裁员，第三名仲裁员由被指定的两名仲裁员协商指定并使其担任仲裁庭的首席仲裁员。

[以下无正文，为签字页]

(关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议》签字页)

方骏:



A handwritten signature in black ink, appearing to be '方骏', is written above a horizontal line.

关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
份额转让之《财产份额转让协议》签字页

(关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议》签字页)

朱剑宇:

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

关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
份额转让之《财产份额转让协议》签字页

(关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议》签字页)

魏世忠:

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

关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
份额转让之《财产份额转让协议》签字页

(关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议》签字页)

姜杰:



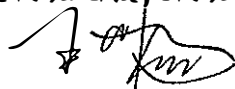
关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
份额转让之《财产份额转让协议》签字页

(关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议》签字页)

苏州纳芯微电子股份有限公司 (公章)



法定代表人/授权代表:



关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
份额转让之《财产份额转让协议》签字页

附录 1
标的企业出资结构

本协议签署日和本次份额转让完成后，标的企业出资结构如下：

(一) 上海莱睿出资结构

注：下述本次份额转让完成后的上海莱睿出资结构已考虑砂睿科技根据股份转让协议的约定减资退伙。

合伙人姓名 /名称	合伙人性质	本协议签署日		本次份额转让完成后	
		认(实)缴出 资额(万元)	出资比例	认(实)缴出 资额(万元)	出资比例
方骏	普通合伙人	166.5223	8.6811%	166.5223	12.7447%
上海砂睿科 技股份有限 公司	有限合伙人	611.6207	31.8849%	0	0
朱剑宇	有限合伙人	402.3758	20.9766%	219.4116	16.7926%
徐进梅	有限合伙人	237.6827	12.3908%	237.6827	18.1910%
姜杰	有限合伙人	156.0041	8.1328%	79.7690	6.1051%
姜波	有限合伙人	62.2326	3.2443%	62.2326	4.7630%
赖华平	有限合伙人	47.9354	2.4990%	47.9354	3.6687%
贾斌	有限合伙人	34.0722	1.7762%	34.0722	2.6077%
杨世霞	有限合伙人	31.1161	1.6221%	31.1161	2.3815%
陈志卿	有限合伙人	24.6596	1.2855%	24.6596	1.8873%
黄冠中	有限合伙人	15.2470	0.7949%	15.2470	1.1669%
杨鹤俊	有限合伙人	14.3444	0.7478%	14.3444	1.0978%
李珙	有限合伙人	14.3133	0.7462%	14.3133	1.0955%
金星	有限合伙人	13.2710	0.6918%	13.2710	1.0157%
卢家桥	有限合伙人	10.6729	0.5564%	10.6729	0.8168%

合伙人姓名 /名称	合伙人性质	本协议签署日		本次份额转让完成后	
		认(实)缴出 资额(万元)	出资比例	认(实)缴出 资额(万元)	出资比例
孟永号	有限合伙人	9.6849	0.5049%	9.6849	0.7412%
魏世忠	有限合伙人	8.8829	0.4631%	8.8829	0.6799%
孙伟	有限合伙人	8.4243	0.4392%	8.4243	0.6448%
张因	有限合伙人	7.6235	0.3974%	7.6235	0.5835%
于玮玮	有限合伙人	6.4647	0.3370%	6.4647	0.4948%
陈旭骅	有限合伙人	6.4565	0.3366%	6.4565	0.4941%
邵江先	有限合伙人	6.0988	0.3179%	6.0988	0.4668%
袁海军	有限合伙人	6.0988	0.3179%	6.0988	0.4668%
沈霄	有限合伙人	6.0988	0.3179%	6.0988	0.4668%
许绍谊	有限合伙人	4.2121	0.2196%	4.2121	0.3224%
曹永健	有限合伙人	3.0494	0.1590%	3.0494	0.2334%
冉隆平	有限合伙人	1.5247	0.0795%	1.5247	0.1167%
矫正国	有限合伙人	1.5247	0.0795%	1.5247	0.1167%
苏州纳芯微 电子股份有 限公司	有限合伙人	0	0	259.1993	19.8378%
合计		1,918.2142	100.0000%	1,306.5935	100.0000%

(二) 上海留词出资结构

合伙人姓名 /名称	合伙人性质	本协议签署日		本次份额转让完成后	
		认(实)缴出 资额(万元)	出资比例	认(实)缴出 资额(万元)	出资比例
方骏	普通合伙人	101.1350	56.2690%	35.0740	19.5143%
徐进梅	有限合伙人	46.2665	25.7415%	46.2665	25.7415%

合伙人姓名 /名称	合伙人性质	本协议签署日		本次份额转让完成后	
		认(实)缴出 资额(万元)	出资比例	认(实)缴出 资额(万元)	出资比例
魏世忠	有限合伙人	30.9188	17.2024%	18.2209	10.1376%
方军	有限合伙人	1.4147	0.7871%	1.4147	0.7871%
苏州纳芯微 电子股份有 限公司	有限合伙人	0	0	78.7589	43.8195%
合计		179.7350	100.0000%	179.7350	100.0000%

附录 2

转让方持有财产份额、财产份额转让情况及收款账户信息

(一) 朱剑宇和姜杰

转让方名称	朱剑宇	姜杰	合计
持有上海莱睿财产份额 (万元)	402.3758	156.0041	558.3799
持有上海莱睿财产份额的比例	20.9766%	8.1328%	29.1094%
转让上海莱睿财产份额 (万元)	182.9642	76.2351	259.1993
转让上海莱睿财产份额的比例	9.5383%	3.9743%	13.5126%
首笔转让价款 (人民币元)	1,674,925.54	697,885.64	2,372,811.18
第二笔转让价款 (人民币元)	13,399,404.30	5,583,085.13	18,982,489.43
第三笔转让价款 (人民币元)	1,674,925.54	697,885.64	2,372,811.18
合计转让价款 (人民币元)	16,749,255.38	6,978,856.41	23,728,111.79
用于收取财产份额转让价款的银行账户信息	开户行: 上海浦东发展银行龙阳支行 开户行地址: 上海市浦东新区梅花路 800-802 号 账号: 6217920170467638 户名: 朱剑宇	开户行: 招商银行上海联洋支行 开户行地址: 上海市浦东新区芳甸路 300 号 账号: 6226 0800 1080 5007 户名: 姜杰	—

(二) 方骏和魏世忠

转让方名称	方骏	魏世忠	合计
持有上海留词财产份额 (万元)	101.1350	30.9188	132.0538
持有上海留词财产	56.2690%	17.2024%	73.4714%

转让方名称	方骏	魏世忠	合计
产份额的比例			
转让上海留词财产份额 (万元)	66.0610	12.6979	78.7589
转让上海留词财产份额的比例	36.7547%	7.0648%	43.8195%
首笔转让价款 (人民币元)	7,261,539.18	1,395,771.28	8,657,310.46
第二笔转让价款 (人民币元)	58,092,313.40	11,166,170.26	69,258,483.66
第三笔转让价款 (人民币元)	7,261,539.18	1,395,771.28	8,657,310.46
合计转让价款 (人民币元)	72,615,391.76	13,957,712.82	86,573,104.58
用于收取财产份额转让价款的银行账户信息	开户行：中信银行上海张江支行 开户行地址：上海市浦东新区科苑路 201 号 账号：6217680203902460 户名：方骏	开户行：交通银行上海周浦支行 开户行地址：上海市浦东新区康沈路 1569 号 账号：6222620110089441480 户名：魏世忠	——

附录 3 定义

“**本次份额转让完成**”指本次份额转让完成交割。

“**不动产**”指所有的土地（使用权）、房屋、建筑物、构筑物或其上的固定设施及其所有相关的附属物。

“**财务报表**”指目标公司合并资产负债表、合并利润表、合并现金流量表、合并所有者权益变动表以及相关财务报表附注。

“**处置**”指就任何财产、权利、权属或权益以任何方式授权/委托第三方、出售、让予、转让、交换、托管、出借、出租、出资、抵押、质押、设定任何负担或任何其它直接或间接的方式予以处置。

“**促使**”指为达到目的的实现而采取一切必要且可能的措施或行动，包括：采取所有的行动，签署并提交所有必要的文件等。

“**法律**”指适用的中国或中国以外的国家、省、地方或类似的法律、法规、规章及规范性文件，以及相关证券交易所制定的证券发行和交易规则或监管指引等。

“**反腐败法律**”指适用于集团公司的业务及交易与反贿赂或反腐败相关的法律或法规，包括但不限于：中国反腐败及反商业贿赂相关法律法规以及适用的其他国家的反贿赂或反腐败法律。

“**负担**”指任何担保权益、质押、抵押、留置（包括但不限于税收优先权、撤销权和代位权）、租赁、许可、债务、优先安排、权利主张、瑕疵、冻结、查封、限制性承诺或任何形式的限制，包括但不限于对使用、所有权、表决、转让、收益或对行使任何其他所有权权益的任何限制、优先购买权或优先认购权。

“**负债**”指所有债务、责任和义务，无论累积或固定、绝对或或有、已到期或未到期、已确定或未确定的，包括但不限于在任何法律、诉求或政府命令项下产生的以及在任何合同、协议、安排、许诺或承诺项下产生的债务、责任和义务。

“**关联方**”相对于任何主体而言，具有和《上海证券交易所科创板股票上市规则》第十五章“释义”中所定义的“上市公司的关联人”同等的含义。

“**工作日**”指银行通常在中国办理正常对公银行业务的日期（但不包括周六、周日（根据中国相关规定要求对法定节假日倒休的情况除外）和中国法定的节假日）。

“**集团公司**”指目标公司和在目标公司合并报表范围内的所有主体中的任一

或所有成员。

“集团公司知识产权”指由集团公司拥有的所有知识产权。

“交割”指标的企业全体合伙人与受让方完成合伙协议的签署并生效。

“交割日”指标的企业全体合伙人与受让方完成合伙协议的签署并生效之日。

“交易文件”指本协议、标的企业合伙协议、入伙协议以及其他各方或相关方签署的与本协议项下交易相关的协议或文件（如有）。

“近亲属”指配偶、子女及其配偶、父母、配偶的父母、兄弟姊妹及其配偶、配偶的兄弟姊妹及其配偶。

“控制”系指通过持有有表决权的证券、或通过合同约定、信托安排、委托关系或其他方式拥有直接或间接决定另一主体的管理和政策的权力。

“纳税证明”指按照规定须向政府部门报备的有关税务的所有申报单、报告和表格，包括其项下的选择、申报、修订、附表、信息申报单或附件，以及政府部门依照适用法律，征收税款、基金、费、滞纳金、罚没款等各项收入的过程中，开具的收款、退款和缴库凭证。

“人民币”指中国的法定货币。

“社会保险”指根据适用法律应当参加和缴纳的所有法定的社会保障和福利缴款，包括但不限于养老保险、医疗保险、工伤保险、生育保险、失业保险和住房公积金。

“税务”或“税金”指由任何政府部门（包括但不限于税务部门）征收的任何类别的任何及所有税金、基金、费用、征费、税款、关税和其他收费（连同因此收取的任何及所有利息、罚没款、滞纳金、附加税和额外款项），包括但不限于：针对收入、特许权、偶然所得或其他利润、总收入、财产、销售、使用、工资、聘用、社会保障、失业补偿或净值征收的税金或其他收费；属消费税、预提税、转让税、印花税、房产税、土地使用税、契税、增值税或营业税性质的税金或其他收费；执照、登记和文件费；以及关税、税款和类似收费。

“诉求”指由任何主体提起的或向任何主体提起的任何权利主张、诉讼、申诉、上诉、仲裁、和解、裁定、质询、调查或其他程序。

“天”除非另有说明，均指自然日。

“许可知识产权”指集团公司自集团公司以外主体取得使用权的知识产权。

“应收账款”指集团公司应向第三方（包括股东及其它关联方、客户和员工）收取的任何和所有应收账款、票据及其他款项，以及任何与该等款项相关的未收取的应计财务费用。

“业务”指各集团公司目前从事的业务。

“元”指人民币元，除特别说明外。

“政府部门”指有管辖权的(i)任何中央级、省级、县市级的或外国的政府或任何行使政府或政府有关的行政、立法、司法、监管或行政管理职责的实体；(ii)任何国际公共组织；(iii)上述条款或本定义中所述的任何政府、实体或组织的任何代理、分支机构、或其他部门；或(iv)上述条款或本定义中所述的任何政府、实体或组织拥有或控制的任何公司、事业单位或其他主体（包括证监会、交易所）。

“政府命令”指由任何政府部门作出的任何命令、令状、判决、禁令、裁定、裁决、规定或决定。

“政府批准”指由任何政府部门授予的或作出的任何同意、批准、授权、弃权、许可、特许经营权、执照、证书、豁免、登记、备案、报告或通知。

“证监会”指中国证券监督管理委员会。

“知识产权”指(i)各种专利；(ii)商标、服务标记、商号、商业外观和域名，以及其专属的商誉；(iii)著作权，包括计算机软件、作品、数据库的著作权；(iv)保密和专有信息，包括商业秘密和技术秘密；(v)任何法律规定的与(i)-(iv)项类似的任何权利；以及(vi)前述各项的注册和注册申请，无论前述各项是否已申请注册、已注册或无需注册。

“重大不利影响”指任何情况、变更或影响，而该情况、变更或影响单独地或与其他任何情况、变更或影响共同地：(i)对任何集团成员的业务、运营、资产、负债（包括但不限于或有责任）、经营业绩、财务状况或前景造成或有证据表明可能造成重大不利影响；(ii)对集团成员以其目前经营或开展或拟经营或开展业务的方式经营和开展业务的资质或能力产生或有证据表明可能产生重大不利影响；或(iii)对交易文件的履行，或者完成本协议拟议的交易产生或有证据表明可能产生重大不利影响。

“中国”指中华人民共和国，并且仅为本协议之目的，不包括香港特别行政区、澳门特别行政区和台湾地区。

“中国会计准则”指于整个所涉期间一贯适用的，在中国有效的通用会计准则，包括中国财政部颁布的《企业会计准则——基本原则》和各项具体会计准则、企业会计准则应用指南、企业会计准则解释及其他相关规定，以及中国证券监督管

理委员会《公开发行证券的公司信息披露编报规则第15号——财务报表的一般规定》的相关规定。

“**主体**”指任一个人、合伙、商社、股份公司、有限责任公司、协会、信托、非法人组织或其他实体。

“**租赁不动产**”指任何**集团公司**租用的**不动产**和与其相关的所有地役权、许可、权利和附属物。

“**转让**”就任何财产份额或股份而言，指直接或间接地转让、出售、让渡、质押、按揭、设定担保权益于该等财产份额或股份或另行处分、或设定或允许设定任何负担于该等财产份额或股份。

附录 4 第二笔转让价款支付条件满足证明书

致：苏州纳芯微电子股份有限公司

日期：_____年____月____日

敬启者：

本人谨提及由方骏、朱剑宇、魏世忠、姜杰与苏州纳芯微电子股份有限公司（“受让方”）于_____年____月____日签署的《财产份额转让协议》（“财产份额转让协议”）。本通知内的黑体术语应具有与财产份额转让协议中相同的含义。

根据财产份额转让协议第 3.01 款及第 3.03 款，本人特此确认：

- (1) 股份转让协议项下的股份转让已完成交割，即目标公司股东名册已将**矽睿科技**和上海**莱睿**合计持有的目标公司 24,460,367 股股份（约占股份转让协议签署日目标公司总股本的 68.2822%）转让登记于受让方名下（股份转让协议项下的股份转让完成交割日为“股份转让交割日”）；
- (2) 第三方批准及通知义务。本人及标的企业已取得为完成交易文件项下拟议之交易所必要的所有相关第三方的同意和批准；本人及标的企业均已按照适用法律之规定履行其就财产份额转让协议项下拟议之交易所需履行的各项通知义务，包括但不限于本人已促使标的企业全体合伙人与受让方签署完毕反映本次份额转让的标的企业合伙协议和入伙协议，且合伙协议已包括(i)未经受让方事先书面同意，标的企业合伙人不得处置标的企业财产份额，(ii)受让方持有的标的企业财产份额所对应的**麦歌恩**股份的表决应以受让方意见为准等内容；
- (3) 集团公司调整事项。集团公司已完成以下事项：
 - (i) 目标公司和**矽睿科技**就集团公司通过**矽睿科技**向**华虹**半导体采购晶圆事项签署经受让方认可的合作协议，约定包括但不限于在**矽睿科技**向**华虹**半导体采购晶圆的合作期间，**矽睿科技**单季度向集团公司供应不低于 1,000 片晶圆，集团公司向**矽睿科技**的晶圆采购价格应不高于**矽睿科技**向**华虹**半导体采购该晶圆的价格的 1.25 倍，该等晶圆采购的其他各项交易条件应不劣于股份转让交割日前集团公司通过**矽睿科技**实施的晶圆采购的条件，该合作协议于股份转让交割日起生效；
 - (ii) **矽睿科技**已出具解除集团公司员工方骏在**矽睿科技**任职的书面函件，方骏已不在**矽睿科技**担任任何职务，并在集团公司专职工作；集团公司员工均在集团公司专职工作，集团公司和**矽睿科技**之间人员独立，集团公司和**矽睿科技**之间不存在人员混用的情形；

- (iii) 目标公司召开股东大会审议通过对目标公司2020年和2022年股权激励计划的修订，且该等修订内容已反映受让方的要求，同时前述股东大会亦审议明确前述激励计划已规定但未执行落地的合计241万股激励股份不再执行并相应作废；
- (iv) 于股份转让交割日当日，目标公司召开股东大会，全体股东决议同意修改目标公司章程，修改内容包括但不限于明确标的企业持有的麦歌恩股份中受让方持有的标的企业财产份额所对应的麦歌恩股份的表决应以受让方意见为准，且全体股东应一致同意豁免目标公司股东大会通知期，并向受让方提供目标公司股东大会决策批准的证明文件和目标公司章程或章程修正案；
- (4) 声明、保证和承诺。本人在交易文件中的陈述和保证在财产份额转让协议签署日是真实、准确、完整的且不具有误导性，且截止至第二笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在财产份额转让协议签署日作出的同等效力和效果，交易文件所含的应由本人于第二笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (5) 无特定政府命令。任何政府部门均不存在任何未决的或可能采取的行动或程序，均未制定、发布、颁布、实施或通过任何法律或政府命令会导致任何交易文件所拟议之交易不合法或限制或禁止交易文件所拟议之交易；
- (6) 无法律程序或诉讼。不存在针对任何本人、本人关联方和标的企业、集团公司的、已发生或可能发生的与交易文件项下的责任或义务的履行相关的诉求，并且该等诉求可能会限制交易文件所拟议之交易、或对该等交易的条款造成改变，或可能致使该等交易的完成无法实现或不合法，或可能构成重大不利影响；
- (7) 无重大不利变化。未发生任何对标的企业、集团公司的业务、资产、负债、经营业绩、财务状况产生或基于合理的预测将产生重大不利影响的事项；
- (8) 目标财产份额已实缴且无负担。本人持有的目标财产份额已全部实缴完成，不存在质押、冻结或其他任何影响目标财产份额转让的情形；且标的企业持有的目标公司股份不存在质押、冻结或其他任何权利受限的情形；
- (9) 首笔转让价款的支付已全部完成，且截至第二笔转让价款支付日，首笔转让价款支付条件均保持满足；
- (10) 对于受让方在首笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；

(11)财产份额转让协议第 3.03 款所规定的支付第二笔转让价款的全部条件已于
_____年_____月_____日全部满足。

顺颂商祺。

[下页为签字页]

(本页为《第二笔转让价款支付条件满足证明书》签字页)

【】 (签字):

附录 5 第三笔转让价款支付条件满足证明书

致：苏州纳芯微电子股份有限公司

日期：_____年____月____日

敬启者：

本人谨提及由方骏、朱剑宇、魏世忠、姜杰与苏州纳芯微电子股份有限公司（“受让方”）于_____年____月____日签署的《财产份额转让协议》（“财产份额转让协议”）。本通知内的黑体术语应具有与财产份额转让协议中相同的含义。

根据财产份额转让协议第 3.01 款及第 3.04 款，本人特此确认：

- (1) 工商变更登记。标的企业已办理完成本次份额转让的工商变更登记手续；
- (2) 完税。本人已在相关税务主管部门办理完成纳税申报，并足额缴纳本次份额转让涉及的全部税款，并向受让方提交税款缴纳凭证的复印件；
- (3) 公司治理。本人已配合受让方完成对目标公司董事会、监事会的改组；
- (4) 本人已配合受让方完成集团公司财务系统等各类内部流程管理系统审批权限变更，由受让方和集团公司共同行使审批权限，矽睿科技不再拥有对集团公司的审批权限；
- (5) 本人、集团公司已按照与受让方确认的交接清单将集团公司交接资料或文件交接给受让方指定人员，并由受让方指定人员签署交接清单予以确认，完成下列资料或文件的交接工作：
 - (i) 集团在开户行预留财务人员或其他人员个人名章、以及其他与集团公司有关的所有印鉴，其中，法定代表人人名章由集团公司管理，财务章由受让方管理，其余章均由受让方和集团公司共同保管；
 - (ii) 集团公司所有的财务资料以及财务、业务系统的操作权限，包括但不限于财务账册与账套数据、各类报表和辅助账、原始单据及凭证、税务申报材料、历年审计报告和调整底稿以及其他与公司经营相关的重要文件；
 - (iii) 集团公司所有法律、商业、财务文件（包括但不限于董事会决议、股东（大）会决议、会议记录汇总、集团公司签署的各类经营合同、文件、材料）；集团公司各类证照原件由受让方和集团公司共同保管；
 - (iv) 集团公司供应商、客户及其他与集团公司存在业务往来的全部主体的

完整名录、资料、信息；

(6) 集团公司调整事项。集团公司已完成以下事项：

- (i) 若目标公司因目标公司2020年12月资本公积及盈余公积转增股本时自然人股东未缴纳的个人所得税事项遭受损失的，本人应向受让方补足，受让方有权在尚未支付的财产份额转让价款中扣减；
 - (ii) 就矽睿科技层面针对集团公司员工实施的股权激励形成受让方认可的员工退伙方案并签订相应协议，完成工商变更登记，集团公司员工不再直接或间接持有矽睿科技股份或其他权益工具；如因非矽睿科技原因导致无法完成前述退伙的，本人、受让方同意另行协商解决方案并予以落实；
- (7) 声明、保证和承诺。本人在交易文件中的陈述和保证在财产份额转让协议签署日是真实、准确、完整的且不具有误导性，且截止至第三笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在财产份额转让协议签署日作出的同等效力和效果，交易文件所含的应由本人于第三笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (8) 首笔转让价款和第二笔转让价款的支付已全部完成，且截至第三笔转让价款支付日，首笔转让价款支付条件和第二笔转让价款支付条件均保持满足；
- (9) 对于受让方在首笔转让价款支付日和第二笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (10) 财产份额转让协议第 3.04 款所规定的支付第三笔转让价款的全部条件已于_____年_____月_____日全部满足。

顺颂商祺。

[下页为签字页]

(本页为《第三笔转让价款支付条件满足证明书》签字页)

【】(签字):

附录 6 转让方的陈述和保证

转让方在此向受让方作出如下陈述和保证，该等陈述和保证在本协议签署日，并且截至首笔转让价款支付日、第二笔转让价款支付日、交割日期间的每一天（但明确说明在其他特定日期作出的陈述和保证则在該等特定日期）均应是真实、准确、完整的且不具有误导性。

第7.01款 行为能力和权限。(a)其为中国公民，并且拥有完全的民事权利能力和民事行为能力，以签订交易文件，履行其在交易文件项下的义务并完成交易文件拟议的交易；(b)交易文件已由其正式签署并交付，而且（假定受让方已正式授权、签署并交付交易文件）交易文件构成其合法、有效和具有约束力的义务，并可按照其条款对其强制执行。

第7.02款 无冲突。其签署、交付和履行交易文件目前不会、且将来亦不会(a)违反或抵触任何适用的法律或政府命令（或者导致可能因该等法律或政府命令而产生重大不利影响的某一事件或一系列事件）；或(b)抵触或导致违反本人作为一方的或使本人任何资产受约束或影响的任何合同、文件或安排，或构成其项下的违约，或授予他人任何终止、修改、加速履行、中止、撤销或取消该等合同、文件或安排的权利，或导致根据该等合同、文件或安排在任何本人拟转让的目标财产份额上设置任何负担。

第7.03款 同意和批准。除为完成本次份额转让而需取得的工商主管部门的政府登记备案之外，集团公司、标的企业和转让方就交易文件的签署、交付和履行以及完成本次份额转让，均不需要获得其他任何政府部门的政府批准或其他第三方主体（包括但不限于债权人）的任何同意、允许或授权，亦无需任何政府部门或其他主体采取任何行动或向任何政府部门或其他主体备案或发送通知。

第7.04款 目标财产份额。转让方拟向受让方转让的标的企业财产份额（“转让方目标财产份额”）由转让方无任何负担地各自合法持有且权属清晰，不存在代持，不存在任何直接或间接的有关在转让方目标财产份额或其权益上设置任何负担的任何协议、安排或义务，不存在任何主体享有与转让方目标财产份额或其权益有关的任何负担，不存在任何权属纠纷或潜在纠纷。转让方目标财产份额系转让方依法获得且已足额、按时缴纳了对应的全部认缴出资额；不存在任何使转让方有义务出售或转让任何转让方目标财产份额或转让方目标财产份额其他权益或其他权利的协议、安排或承诺。转让方进行本次份额转让不会违反任何优先购买权、共同出售权或类似权利的约定，不存在股份限售等任何限制，且不存在任何违反公司法等法律的情形。本次份额转让完成后，受让方即可获得对转让方目标财产份额的完整有效且不涉及任何负担、诉求和主张限制的全部权利。且标的企业持有的目标公司股份不存在质押、冻结或其他任何权利受限的情形。

第7.05款 标的企业和集团公司。

(a) 标的企业和每一集团公司均为依照注册地法律正式组成、有效存续而且状况良好的企业，均未停业或破产且未丧失偿债能力或在其债务到期时无法偿付债务，也未根据注册地法律进入清算或被接管程序，不存在任何就其

清算、停业、宣告破产或其他类似事件被提出的申请、作出的命令、通过的有效决议或采取的其他行动。

- (b) **标的企业**除了持有目标公司股份外，未在任何其他公司、企业、协会或其他实体中直接或间接拥有任何股权或其他权益；**标的企业**未担任合伙企业的合伙人或通过任何合伙企业从事业务的任何部分，亦无参与任何合资企业或类似安排，或在任何对外投资中承担无限责任。除了已在本附录 6 附件 1 披露的情况外，**集团公司**未在任何其他公司、企业、协会或其他实体中直接或间接拥有任何股权或其他权益；无任何**集团公司**担任合伙企业的合伙人或通过任何合伙企业从事业务的任何部分，亦无**集团公司**参与任何合资企业或类似安排，或在任何对外投资中承担无限责任。

第7.06款 资本结构。**标的企业**的认缴出资总额已全部依法实缴，且不附带任何额外的出资义务。所有**集团公司**的注册资本已全部缴足或根据**法律**及章程规定分期缴足，注册资本的缴纳完全符合适用法律和其章程的要求，且除因未到出资期限而未缴纳的出资外，其股东并无追加出资的义务。**目标公司**持有的各**集团公司**的股权均由**目标公司**无任何负担地持有。**集团公司**不存在任何与任何**集团公司**的股权或类似权益有关的、或使**集团公司**有义务发行或出售任何股权或权益，或导致其股本结构发生变化的任何性质的期权、认股权、可转换证券或其他类似权利的协议、安排或承诺（包括但不限于回购、回赎安排，授予或承诺授予任何**集团公司**员工或其他主体的期权或其他与股权有关的激励，或股权代持、表决权信托、股东协议、委托证书或其他协议）。特别地，**集团公司**不存在未授予完毕股权激励计划或任何预留股份作为股权激励，**目标公司**分别于2020年和2022年制定的股权激励计划项下未授予的241万股的激励股份已作废，不再执行。**集团公司**的设立、历次股权/股份变更及出资均已经根据适用法律的规定履行了必要评估、验资及审批/备案程序，且不存在可能会对**集团公司**造成损失的任何争议和诉求。

第7.07款 遵守法律。除**目标公司**2020年12月资本公积及盈余公积转增股本时自然人股东未缴纳个人所得税外，**标的企业**和所有**集团公司**均遵守所有适用的**法律**，并按照所有适用的**法律**和**政府命令**从事业务，没有在业务经营中违反任何**法律**或**政府命令**，被行政机关处以行政处罚。**标的企业**和每一**集团公司**均拥有所有从事其现有业务经营所必要的**政府批准**，均没有违反该等**政府批准**，所有该等**政府批准**均完全有效，且不存在可能导致该等**政府批准**无效或被撤销的情形。

第7.08款 许可。每一**集团公司**均拥有所有从事其现有业务经营所必要的许可、执照、注册、登记和任何类似的许可（“许可”），均没有违反该等许可，且所有该等许可及认证均完全有效，且已依照**法律**要求及现有业务开展需要更新该等许可的登记事项，没有任何情况表明该等许可及认证可能会被变更、撤销或于到期日无法获得续展。

第7.09款 诉求。

- (a) 不存在由任何**标的企业**、**集团公司**或**转让方**提起的或针对**标的企业**或任何**集团公司**或**转让方**提起的与业务或以其他方式与**标的企业**或任何**集团公司**有关的或影响**标的企业**或任何**集团公司**的资产或财产或业务的任何待决诉

求或潜在的诉求。标的企业和任何集团公司或其资产或财产均不受任何可能造成重大不利影响的任何政府命令的约束，亦不存在任何潜在的由任何政府部门发布的该等政府命令。

- (b) 不存在针对标的企业或任何转让方或集团公司的已发生或可能发生的诉求，并且该等诉求合理预计将会限制本次份额转让、或对本次份额转让的商业条款造成改变，或可能致使本次份额转让无法完成；标的企业、任何转让方、集团公司不受任何影响或可能影响本协议或任何交易文件的合法性、有效性或可强制执行性或交易文件所拟议交易的完成的政府命令的约束。

第7.010款 合同。标的企业和集团公司的每一份合同均：

- (a) 合法成立，对该等合同的各方具有约束力，并且具有完全的效力；
- (b) 在交易文件拟议的交易完成后，应继续完全有效且不会因本次份额转让产生重大不利影响。标的企业或集团公司不存在严重违反任何合同的违约行为。不存在任何合同项下的任何其他方严重违反该等合同的违约行为。集团公司所签署的合同均价格公允，不存在关联方通过重大不合理定价补贴集团公司或损害集团公司权益的情形。集团公司未签署限制或禁止其与受让方及/或其关联方开展业务或资本合作的任何协议。集团公司均已经就其业务经营所需的各项业务合作、资源支持及业务往来适当签署书面合同，该等合同真实反映了各签约方的商业安排。
- (a) 不存在标的企业或任何集团公司作为一方的、并可能对受让方或其关联方形成限制的任何不竞争协议或其他类似承诺。
- (b) 集团公司与其客户、经销商、代理商、供应商之间的交易均：(i)定价公允；(ii)不存在侵害各集团公司合法权益的情形，也不存在一方为另一方代垫成本费用或进行利益输送等类似情形。

第7.011款 不竞争；关联交易。

- (c) 除上会会计师事务所(特殊普通合伙)出具的目标公司审计报告(上会师报字(2024)第9851号)披露的关联交易之外，任何集团公司和集团公司股东、董事、监事、高级管理人员及其关联方之间无任何其他关联交易。现有关联交易(i)具有必要性和真实商业意图，(ii)不侵害集团公司和其他目标公司股东的合法权益且履行了适当的审批程序，(iii)定价公允。
- (d) 除矽睿科技为集团公司的客户、供应商外，矽睿科技及其控制的主体、目标公司其他现有股东、目标公司董事、监事、高级管理人员以及前述人员的近亲属(“核心关联方”)未在任何竞争者、或集团公司的任何供应商或客户或经销商中拥有任何直接或间接的财务权益或其他关联关系；除集团公司使用的商标在上海莱睿名下，使用的域名在方骏名下外，核心关联方未直接或间接地拥有任何集团公司用于经营业务或以其他方式使用的任何有形或无形财产，或在其中拥有任何其他权益。

第7.012款 资产。

- (a) 集团公司拥有、租赁或者享有合法权利使用所有目前在其从事业务的过程中使用或者拟使用的资产（包括**知识产权、不动产、设备、存货、预付账款**及其他动产、长期股权投资、合同权利及其他资产等），该等资产上不存在任何**负担**，不存在导致或产生上述**权利负担**的任何协议或承诺，且没有任何人有权提出对上述**权利负担**的主张。集团公司不存在自有不动产。
- (b) 出租人（作为一方）与集团公司（作为另一方）之间的每份租约，(i)其在适用法律项下根据其条款系有效、具有约束力和可执行性；(ii)其出租方为**租赁不动产的所有权人**或经**租赁不动产所有权人**合法授权而有权出租**租赁不动产**；(iii)不存在该等租约项下的违约事件，或与该等租约有关的任何争议、纠纷或索赔；(iv)**租赁不动产**不存在任何影响集团公司正常持续合理使用的**负担**。
- (c) 不存在与任何**集团公司的不动产**有关的对任何法律的违反。转让方已提供有关各集团公司使用和租赁各**租赁不动产**的各项协议，集团公司可占有和使用该等**不动产**，而且不存在任何合同或法律限制其以目前之方式使用该等**不动产**的能力。
- (d) 集团公司拥有、租赁或者享有合法权利使用所有目前在其从事业务的过程中使用或者拟使用的资产不存在少记或漏记减值损失等行为，就目前可知的范围内不存在任何减值迹象，不存在需要计提减值准备的情形。

第7.013款 知识产权和技术。

- (a) 除集团公司使用的商标在上海莱睿名下，使用的域名在方骏名下外，集团公司是集团公司所有和/或使用的**知识产权**的合法所有人，拥有其全部权利和权益，该等**知识产权**上不存在任何**负担**，集团公司有权在其持续的业务经营中不受限制地（集团公司因为与电子科技大学共有**知识产权**受到的适用法律要求的法定限制除外）使用其所有拥有所有权的**知识产权**。集团公司正常生产经营所需的商标申请和专利申请，不存在冲突的在先申请或其他可能影响申请成功的情形。
- (b) 集团公司就许可**知识产权**拥有有效的许可使用权，许可**知识产权**的许可方拥有所有必要的权利和授权将许可**知识产权**许可给相关集团公司使用。特别地，转让方对目标公司和转让方于2017年3月13日签署的《产品技术使用权转让及委托生产协议》项下第一代磁编码器（磁编码器 ASIC (MAZU1) &AMR 角度传感器芯片 (QMG103) &AMR 高压磁开关 IC (QMG102) &AMR 低功耗磁开关 IC (QMG101)）技术拥有包括使用权、所有权在内的完整权利，该技术不存在任何侵犯其他第三方权利的情形。于前述协议签署日至今，目标公司合法有效地使用第一代磁编码器技术，且拥有目标公司在该技术基础上研发的后续磁编码器技术包括使用权、所有权在内的完整权利。
- (c) 除中山市麦歌恩电子产品有限公司外，集团公司其他经销商、客户不存在使用“麦歌恩”名义从事相关业务活动的情况。

- (d) 集团公司知识产权是有效的和可强制实施的，其中没有任何部分被判定无效或不可强制实施。每一项在政府部门注册的集团公司知识产权均符合所有的适用法律，并且为维持该等知识产权完全有效而必须作出或采取的所有报费、付款和其它行为均已作出或采取。集团公司将采取积极措施（包括及时续缴年费等）以确保其在政府部门注册的任何知识产权在本协议签署日之后的十二(12)个月内不会失效或到期。
- (e) 除集团公司使用的商标在上海莱睿名下，使用的域名在方骏名下，以及与电子科技大学共有专利外，集团公司没有授予（口头或书面）任何第三方有关集团公司知识产权的许可或其他权利，亦不存在集团公司知识产权的所有权或使用权对外转让、与第三方共享、放弃、未及时缴纳年费、设置质押等权利负担等情形。交易文件的签署、交付和履行以及交易文件项下拟议之任何交易的完成，均不会改变或严重损害集团公司的知识产权。
- (f) (i)集团公司业务的经营、集团公司知识产权、许可知识产权的使用不会与任何第三方主体的知识产权相冲突，也没有侵犯或盗用任何第三方主体的知识产权，并且没有任何主张前述情况的未决或潜在诉求；(ii)没有任何主体正在从事侵犯任何集团公司知识产权的任何活动；(iii)集团公司知识产权没有受到限制其使用或者损害其有效性或可强制实施性的政府命令、第三方权利或合同义务的约束。
- (g) 各集团公司的董事、高级管理人员、技术人员、关键员工和顾问负有为集团公司之利益对其在雇用过程中获得的所有机密和专有信息进行保密的书面义务，且在其受雇于任何集团公司期间在其雇用范围内由其作出的所有发明的所有权利、权属和所有权归属于雇用其的集团公司所有。
- (h) 集团公司目前所签署的合同中没有任何关于知识产权的规定会对集团公司现在以及未来的业务运营产生重大不利影响。除与电子科技大学共有专利外，不存在约定集团公司参与形成的知识产权成果归属于第三方或由公司与第三方共有的合同。集团公司签署的合同中，均按照正常商业惯例设置了知识产权、专有技术及其他商业秘密保护条款。

第7.014款 保险。每一集团公司，目前并且自过去三年来一直接适用法律要求且符合行业习惯和惯例，为对其业务和运营重要的资产投保财产保险（包括但不限于一般责任险、一切财产险和工伤保险）。

第7.015款 税务。

- (a) 标的企业和每一集团公司自成立至今，遵守适用的税务法律的规定，未受到过税务处罚；
- (b) 除目标公司2020年12月资本公积及盈余公积转增股本时自然人股东未缴纳的个人所得税外，(i)所有按照适用的税务法律要求必须提交的有关集团公司税金的纳税证明和报告均已按照适用的税务法律按时提交并获取；(ii)所有要求在该等纳税证明和报告上显示的或以其他方式到期的税金均已按时支付，并不存在其他欠缴、少缴或漏缴且未补缴该等税金的情况，而且集

团公司资产负债表上计提的税金已足额反映了集团公司所有纳税义务已发生但尚未到期支付的税务责任；(iii)所有该等纳税证明和报告记载的计税依据、扣除项目、应税所得额、适用税率、税金及允许税前扣除项目等涉税项目均不存在虚假或不符合适用法律的情形；(iv)任何税务部门均未提议就该等纳税证明和报告作出调整；(v)据转让方了解的信息目前不存在其他任何未决的或潜在的对集团公司提起的有关涉税调查、涉税审计、评定或收取税金的诉讼或程序；(vi)据转让方了解的信息目前集团公司不存在正在履行的任何目的在于避税的交易或为避税目的任何合同；(vii)就支付给或应偿还任何员工、债权人、股东或其他主体的任何款项，集团公司按照适用的税务法律的要求已履行代扣代缴义务和按时扣缴应扣缴的税金；(viii)集团公司的任何资产上均未设置任何税收优先权；(ix)自成立至今，集团公司均未违反适用税务法律规定的转让定价规定，集团公司与关联方的所有交易均遵守独立交易原则；(x)集团公司不会因本次份额转让完成前发生会计方法改变而造成在本次份额转让完成后的应税期间内发生增加应税所得或减少扣除项目；(xi)各转让方已就其自目标公司设立以来历次转让公司股权/股份所适用的税金、依照适用法律的规定及时履行了各项纳税申报和缴纳义务；

- (c) 自成立至今，集团公司获得所有的税务或其他财政优惠、补贴或奖励政策的获得均遵守适用的法律、不会在未来因不实际符合条件或未满足特定承诺而需要补缴或退还、且除非相关法律或政府部门的政策发生变化，将持续有效。

第7.016款 财务报表。标的企业和集团公司的财务报表的编制符合适用的法律、财务和中国会计准则的要求。标的企业和集团公司提供的全部财务文件或说明及其内容均为真实、完整和准确，真实、准确、完整地反映了标的企业和集团公司截止报表日或报表日所涵盖期间的财务及经营状况，在任何方面不具误导性。标的企业和集团公司不存在任何未在财务报表上体现或披露的实际、或有债务，不存在账外收入、账外负债、股东或员工等第三方占用公司资金、内部控制漏洞等问题。特别地，集团公司曾存在的通过第三方主体发放薪酬、奖金以及资金占用问题均已全部妥善解决，不存在对集团公司的负债、或有负债以及集团公司会因此承担责任或受到损失的情形。

第7.017款 无特定变化。自2023年12月31日以来，标的企业和集团公司均以与过去惯例相一致的方式正常经营业务，没有发生或经合理预计会发生导致对标的企业和集团公司造成重大不利影响的任何事件、变化或情况，也未采取其他可能对本协议项下拟议之交易带来任何现实或潜在重大不利影响的其他行动。

第7.018款 特定合规事项。

- (a) 各集团公司并未在业务中聘请各集团公司外部代表开展实质性经营，各集团公司及其董事、高级管理人员、关键员工遵守中国以及适用的其他国家的反腐败法律，均不存在实质违反反腐败法律的行为。
- (b) 各集团公司及其董事、高级管理人员、关键员工未曾提出支付、承诺支付或授予支付任何金钱、或者提出给予、赠与、承诺给予或授予任何有价之物给任何政府官员；集团公司及其董事、高级管理人员、关键员工未曾且将

来亦不会就本次份额转让，作出任何会导致受让方或其任何关联方违反反腐败法律的行为。

- (c) 任何政府官员或政府部门目前在任何集团公司都没有直接或间接利益，并且在目标公司及在本协议下受让方支付给转让方的财产份额转让价款中没有任何法定或实益权益。
- (d) 集团公司具有且将继续保持符合反腐败法律和公认会计准则的、完整和准确的财务账簿和记录及有效内控措施，合理确保其账簿公允准确地反映相关交易。
- (e) 集团公司的运营开展始终遵守反洗钱法律的有关财务记录及报告要求。并无任何未决的或可能发生的、由或向任何政府部门提起的诉讼涉及任何集团公司，且与反洗钱法律相关。

第7.019款 员工。

- (a) 各集团公司均遵守所有有关雇用或劳动关系的适用法律，包括但不限于有关劳动合同、最低工资、社会保险以及职业病防治方面的法律。集团公司均已及时作出了以下行为：(i) 预提了适用法律要求必须从集团公司员工处预扣的全部款项，并支付给了相应的政府部门，包括但不限于预提并代扣代缴了该集团公司员工应缴纳的所有的个人所得税和社会保险份额；(ii) 向相应的政府部门支付了适用法律或主管政府部门要求支付的所有员工的社会保险份额；及(iii)向每位集团公司员工支付并提供了因适用的劳动法律和适用于该集团公司员工的劳动条款所要求支付的薪金、离职费和其他应付报酬；及(iv)已完成并保持合法有效的社会保险登记。
- (b) 除截至本协议签署日目标公司已经向受让方披露的2020年和2022年制定的股权激励计划外，各集团公司未制定或实行任何其他与股权、期权或类似权益相关（无论该等股权、期权或类似权益是否与任何集团公司股权或类似所有者权益相关）的员工激励计划；各集团公司均不是任何其他激励计划、奖金计划、利润分享计划、退休计划或其他员工报酬或激励协议或安排的一方或受其约束（但集团公司在其正常经营中向员工发放薪酬、年度奖金、专项考核机制奖金、绩效考核奖金除外）。
- (c) 各集团公司和其员工之间不存在任何正在进行中的或可能发生的罢工或集体性劳动纠纷。集团公司的员工不属于任何与集团公司就雇用关系进行谈判的集体谈判组织。
- (d) 任何集团公司的关键员工均没有向集团公司提出终止与集团公司之间的劳动关系，该集团公司也没有计划要终止雇用其关键员工。在遵守有关不当终止员工劳动关系的一般原则以及适用的劳动法律的前提下，集团公司可以自行决定终止雇用任一员工。
- (e) 没有任何集团公司员工或用工违反其对原就职单位所负的任何有效期内的或尚未届满的保密义务、竞业禁止义务及其他对其有约束力的劳动人事相

关义务或责任。

- (f) 于本协议签署日，除方骏外，集团公司其他员工均在集团公司专职工作。且于交割日起，集团公司员工均在集团公司专职工作，集团公司和矽睿科技之间人员独立，不存在人员混用的情形。

第7.020款 第三方回款。集团公司的所有第三方回款均是真实必要且合理有效的，符合相关合同的约定并切实履行的，也不存在任何虚构交易或调节账龄的情形。集团公司及其董事、监事、高级管理人员以及关联方与第三方回款的支付方不存在任何关联关系或财务利益安排。不存在任何未决或潜在的、由于第三方回款所导致的贷款归属纠纷或其他争议情况。

第7.021款 应收账款。除已在财务报表中拨备（如有）的款项外，财务报表中反映的所有应收账款均是在与过去惯例相符的正常业务经营中发生的，集团公司对于所有与业务相关的应收账款，拥有有效的且各集团公司可以对此执行的请求权，并可在通常的应收期间内及通常的业务过程中收回。

第7.022款 客户。任何集团公司未收到任何来自重要客户的通知，表明在该次交割日之后的任何时候将停止使用该集团公司的产品或服务，或实质性减少对该产品或服务的使用。集团公司亦无任何理由认为上述情况有可能发生或本协议项下拟议的交易会导致上述情况的发生。

第7.023款 产品质量。集团公司出售的产品不存在重大产品质量瑕疵，也不存在第三方主体针对集团公司提起的与集团公司产品存在重大质量瑕疵相关的投诉、纠纷、召回、重大事故或其他类似法律程序或诉求。除正常业务经营中发生的符合商业惯例的退换货之外，集团公司均没有接受其客户持有的存货或商品退货的义务或责任。

第7.024款 充分披露。交易文件、或根据交易文件向受让方交付的任何信息、文件和材料，或在受让方就交易文件谈判的过程中转让方自身或委托他人向受让方或其代表以口头或书面形式提供的任何信息、文件和材料均是真实的、完整的、准确的和不具有误导性的。与本次份额转让有关的可能产生重大不利影响的任何事实转让方已经向受让方充分披露，并无任何对任何集团公司或本次份额转让具有（或可能在未来具有）重大不利影响、但并未在交易文件中披露的事实或不真实陈述。

附录6附件1：集团公司对外投资清单

序号	被投资主体名称	注册资本 (万元/人民币)	集团公司持股情况
1	深圳麦歌恩科技有限公司	2,000	目标公司持股100%
2	重庆睿歌微电子有限公司	2,000	目标公司持股100%

序号	被投资主体名称	注册资本 (万元/人民币)	集团公司持股情况
3	深圳麦歌恩微电子有限公司	200	目标公司持股 100%
4	麦歌恩电子(上海)有限公司	196.2624	目标公司持股 100%

附录 6 附件 2: 在第三方名下的集团公司知识产权清单

(一) 上海莱睿注册商标

序号	注册人	商标	注册类别	注册号	有效期	取得方式
1	上海莱睿		9	8909353	2021.12.14- 2031.12.13	继受取得 ^注
2	上海莱睿	麦歌恩	9	62432002	2022.7.28- 2032.7.27	原始取得
3	上海莱睿	MagnaTek	9	71257537	2024.1.28- 2034.1.27	原始取得

(二) 上海莱睿申请中的商标

序号	申请人	商标	注册类别	注册号	申请日	商标状态
1	上海莱睿	麦歌恩 <small>磁技术专家 麦歌恩</small>	9	62433239	2022.1.27	驳回复审中
2	上海莱睿	MagnaTek	9	62429436	2022.1.27	驳回复审中

(三) 域名

序号	域名	主办单位名称	ICP 备案号	域名持有者	注册日期	到期日期
1	magntek.com.cn	麦歌恩电子 (上海)有限公司	沪 ICP 备 14023536 号-1	方骏	2009.6.9	2029.6.9
2	magntek.cn			方骏	2009.6.9	2029.6.9

附录 7 受让方的陈述和保证

受让方在此向转让方作出如下陈述和保证，该等陈述和保证在本协议签署日，并且截至首笔转让价款支付日、第二笔转让价款支付日、交割日期间的每一天（但明确说明在其他特定日期作出的陈述和保证则在该等特定日期）均是真实、准确、完整的且不具有误导性。

第8.01款 组织和权限。其为依照中国法律正式组成、有效存续而且状况良好的企业，并且拥有全部所需的权力、权限和授权以及完全的法律能力，以签订交易文件，履行其在交易文件项下的义务并完成交易文件拟议的交易。其签署和交付交易文件、履行其在交易文件项下的义务和完成交易文件拟议的交易，已经通过其采取所有必需的内部批准而获得了正式授权。交易文件已由其正式签署并交付，而且（假定转让方已正式授权、签署并交付交易文件）交易文件构成其合法、有效和具有约束力的义务，并可按照其条款对其强制执行。

第8.02款 无冲突。其签署、交付和履行交易文件目前不会、且将来亦不会(a)违反或抵触其章程或其他组织文件的规定或与之相冲突，或(b)违反或抵触任何适用的法律或政府命令。

附录 8
通知方式

若发给方骏:

地址: 上海市浦东新区海科路 99 号 6 号楼 3 楼

邮政编码: 201204

电话: 13816697581

电子邮件: glenn.fang@magntek.com.cn

若发给朱剑宇:

地址: 上海市闵行区金丰路 777 弄 21 号 902

邮政编码: 210000

电话: 18516276549

电子邮件: jianyu.zhu@magntek.com.cn

若发给魏世忠:

地址: 上海市浦东新区海科路 99 号 6 号楼 3 楼

邮政编码: 201204

电话: 18621860129

电子邮件: 18621860129@163.com

若发给姜杰:

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2024-1928

股份转让协议

由

上海矽睿科技股份有限公司

上海莱睿企业管理合伙企业（有限合伙）

与

苏州纳芯微电子股份有限公司

签署

日期：2024年6月21日

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股份转让协议

本股份转让协议（“本协议”）由以下各方于2024年6月21日（“签署日”）签订：

(A) 上海矽睿科技股份有限公司（“矽睿科技”），一家依照中国法律组建和存续的企业，其住所为上海市长宁区定西路1328号3楼307室；

(B) 上海莱睿企业管理合伙企业（有限合伙）（“上海莱睿”），一家依照中国法律组建和存续的有限合伙企业，其住所为中国（上海）自由贸易试验区临港新片区新杨公路1588号4幢；

(C) 苏州纳芯微电子股份有限公司（“受让方”），一家依照中国法律组建和存续的股份有限公司，其住所为苏州工业园区金鸡湖大道88号人工智能产业园C1-501。

在本协议中，矽睿科技及上海莱睿合称为转让方，单独称“每一转让方”，转让方和受让方可合称为“各方”，或单独称为“一方”。

序言

鉴于，上海麦歌恩微电子股份有限公司（“目标公司”）为一家依照中国法律组建和存续的股份有限公司。于本协议签署日，目标公司总股本35,822,488股，转让方为目标公司股东，持有目标公司28,745,118股股份，占目标公司总股本的80.2432%，目标公司股权结构如本协议附录1所示。

鉴于，转让方拟向受让方转让目标公司24,460,367股股份（约占本协议签署日目标公司总股本的68.2822%）（“本次股份转让”），其中，矽睿科技向受让方转让目标公司22,454,661股股份（约占本协议签署日目标公司总股本的62.6831%），上海莱睿向受让方转让目标公司2,005,706股股份（约占本协议签署日目标公司总股本的5.5991%）。通过本次股份转让，受让方成为目标公司控股股东并取得目标公司控制权。

考虑到前述的事实陈述以及本协议下文中载明的相互约定和承诺，各方达成如下约定：

第一条 定义

第1.01款 定义词语

本协议中，除上下文另有定义外，所使用的术语含义如附录3所示。

第1.02款 其他解释性规定

在本协议中，除非另有规定或语境另有要求：

- (a) “本协议的”、“本协议中的”、“本协议项下的”以及类似词语，均指本协议整体，而非指本协议的任何特定条款；提及任何附录、附表、条款和子条款时均指本协议的附录、附表、条款和子条款，除非另行指明。
- (b) “包括”一词不具有限制性。
- (c) 本协议的目录及标题仅为方便援引而设，不应以任何方式影响本协议的释义。
- (d) 本协议中定义的所有名词在依据本协议而准备的任一证明或其他文书中使用时，应具有本协议所定义之含义，除非在上述证明或文书中另有定义。
- (e) 本协议中提及的任何法律、协议、文书或其他文件系指不时修订、补充或修改的协议、文书或其他文件。
- (f) “书面”、“书面的”及类似术语系指印刷、打印或其他可视的复制方式（包括电子媒介）。
- (g) 本协议应被理解为由各方共同起草，不得以本协议任何条款系由某一方起草为由而引起有利于或不利于任何对方的假定或举证责任。

第二条 股份转让

第2.01款 股份转让

根据本协议的条款和条件，转让方将通过协议转让的方式向受让方转让目标公司 24,460,367 股股份（约占本协议签署日目标公司总股本的 68.2822%， “目标股份”）， 受让方将受让目标股份。每一转让方各自向受让方转让的目标公司目标股份的数量如本协议附录 2 所示。本次股份转让完成后，目标公司股权结构如本协议附录 1 所示。

于本协议签署日至目标股份交割日期间，若目标公司以送红股的方式进行利润分配或进行拆股、资本公积转增股本等方式增加股份的，则转让方应将目标股份相应派送的股份作为目标股份的一部分一并过户予受让方，受让方无需就获得该等派送股份调整任何对价（为避免疑问，第 2.02 款规定的股份转让价款已包含目标股份以及相应派送的股份的对价）。

第2.02款 股份转让价款

(a) 根据上海东洲资产评估有限公司出具的《苏州纳芯微电子股份有限公司拟现金收购上海麦歌恩微电子股份有限公司股权所涉及的上海麦歌恩微电子股份有限公司股东全部权益价值资产评估报告》（东洲评报字【2024】第1144号），以2023年12月31日为评估基准日（“评估基准日”），目标公司股东全部权益价值为100,000万元。经各方协商一致并同意，本次股份转让的股份转让价款按照目标公司整体（即对应100%目标公司股份）估值10亿元确定，受让方应向转让方支付的股份转让价款合计为人民币682,821,556.11元（“股份转让价款”）。其中，受让方应向矽睿科技支付的股份转让价款金额为626,831,419.41元，受让方应向上海莱睿支付的股份转让价款金额为55,990,136.70元。

(b) 于本协议签署日至目标股份交割日期间，若目标公司以现金形式完成利润分配，除非目标股份相关的现金利润分配由受让方实际收取，否则本协议项下的股份转让价款应按下列公式相应调整：

调整后的股份转让价款等于：股份转让价款减去（目标股份数量与每股税前分红金额的乘积）

为免疑义，于本协议签署日至目标股份交割日期间，目标公司已通过有效决议宣告利润分配但尚未实际支付的目标股份相关利润由受让方享有。

(c) 无论本协议是否另有其他约定，上海莱睿应在收到受让方支付的任何一笔股份转让价款后三个工作日内将受让方支付的股份转让价款同等金额支付到矽睿科技指定的银行账户，如有因此产生的税收由矽睿科技承担支付。

矽睿科技指定的银行账户如下：

户名：上海矽睿科技股份有限公司

银行名称：工行上海市菊园支行

银行账号：1001752909300011333

第三条 股份转让价款的支付和转让过户

第3.01款 股份转让价款的支付

(a) 股份转让价款应按照如下约定支付：

(i) 受让方应在本协议第3.02款载明的条件被满足之日起的十(10)个工作日内，

将本协议附录2所示的应支付给每一转让方各自的首笔转让价款金额（“首笔转让价款”）支付至每一转让方指定的银行账户，首笔转让价款金额为股份转让价款总额的10%。

受让方向每一转让方指定的银行账户支付首笔转让价款之日在本协议下被称为“首笔转让价款支付日”。

- (ii) 受让方应在本协议第3.03款载明的各项条件被证明得以满足或被受让方书面豁免的前提下于交割日当日，将本协议附录2所示的应支付给每一转让方各自的第二笔转让价款金额（“第二笔转让价款”）支付至每一转让方指定的银行账户，第二笔转让价款金额为股份转让价款总额的80%。

受让方向每一转让方指定的银行账户支付第二笔转让价款之日在本协议下被称为“第二笔转让价款支付日”。

- (iii) 受让方应在本协议第3.04款载明的各项条件被证明得以满足或被受让方书面豁免之日起的十(10)个工作日内，将本协议附录2所示的应支付给每一转让方各自的第三笔转让价款金额（“第三笔转让价款”）支付至每一转让方指定的银行账户，第三笔转让价款金额为股份转让价款总额的5%。

受让方向每一转让方指定的银行账户支付第三笔转让价款之日在本协议下被称为“第三笔转让价款支付日”。

- (iv) 受让方应在本协议第3.05款载明的各项条件被证明得以满足或被受让方书面豁免之日起的十(10)个工作日内，将本协议附录2所示的应支付给每一转让方各自的第四笔转让价款金额（“第四笔转让价款”）支付至每一转让方指定的银行账户，第四笔转让价款金额为股份转让价款总额的5%。

受让方向每一转让方指定的银行账户支付第四笔转让价款之日在本协议下被称为“第四笔转让价款支付日”。

各方确认并同意，如自集团公司的2026年度审计报告出具之日起30日内仍未完成第四笔转让价款支付条件的，受让方无须向任一转让方支付第四笔转让价款。受让方在本次股份转让项下的转让价款支付义务履行完毕。

- (b) 每一转让方指定的用于收取本协议项下股份转让价款（包括首笔转让价款、第二笔转让价款、第三笔转让价款和第四笔转让价款）的银行账户信息如本协议附录2所示。

第3.02款 支付首笔转让价款的条件

受让方根据本协议向转让方支付首笔转让价款的义务，应以下列每一条件（“首笔转让价款支付条件”）在首笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提：

- (a) 本协议已由各方依法签署并生效；
- (b) 矽睿科技已为完成本次股份转让取得其董事会决策批准，且已向受让方提供其董事会决策批准的证明文件；
- (c) 受让方已为完成本次股份转让取得其董事会决策批准。

受让方根据本协议第 3.01 款向任一转让方支付首笔转让价款应以全体转让方均满足本第 3.02 款约定的各项首笔转让价款支付条件为前提。

第3.03款 支付第二笔转让价款的条件

受让方根据本协议向转让方支付第二笔转让价款的义务，应以下列每一条件（“第二笔转让价款支付条件”）在第二笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提：

- (a) 内部批准。全体转让方已取得为完成本次股份转让所必要的所有内部决策批准，并向受让方提供其内部决策批准的证明文件；
- (b) 第三方批准及通知义务。转让方及目标公司已取得为完成交易文件项下拟议之交易所必要的所有相关第三方（包括但不限于浙江泰隆商业银行股份有限公司）的同意和批准；转让方及目标公司均已按照适用法律之规定履行其就本协议项下拟议之交易所需履行的各项通知义务；
- (c) 集团公司调整事项。集团公司已完成以下事项：
 - (i) 目标公司和矽睿科技就集团公司通过矽睿科技向华虹半导体采购晶圆事项签署经受让方认可的合作协议，约定包括但不限于在矽睿科技向华虹半导体采购晶圆的合作期间，矽睿科技单季度向集团公司供应不低于1,000片晶圆，集团公司向矽睿科技的晶圆采购价格应不高于矽睿科技向华虹半导体采购该晶圆的价格的1.25倍，该等晶圆采购的其他各项交易条件应不劣于本次股份转让交割日前集团公司通过矽睿科技实施的晶圆采购的条件，该合作协议于本次股份转让交割日起生效；
 - (ii) 矽睿科技已出具解除集团公司员工方骏在矽睿科技任职的书面函件，

方骏已不在砂睿科技担任任何职务，并在集团公司专职工作；集团公司员工均在集团公司专职工作，集团公司和砂睿科技之间人员独立，集团公司和砂睿科技之间不存在人员混用的情形；

- (iii) 目标公司召开股东大会审议通过对目标公司2020年和2022年股权激励计划的修订，且该等修订内容已反映受让方的要求，同时前述股东大会亦审议明确前述激励计划已规定但未执行落地的合计241万股激励股份不再执行并相应作废；
- (d) 声明、保证和承诺。转让方在交易文件中的陈述和保证在本协议签署日是真实、准确、完整的且不具有误导性，且截止至第二笔转让价款支付日也均是真实、准确、完整的且不具有误导性，具有如同在本协议签署日作出的同等效力和效果，交易文件所含的应由转让方于第二笔转让价款支付日之前履行的承诺和约定均已得到履行；
- (e) 无特定政府命令。任何政府部门均不存在任何未决的或可能采取的行动或程序，均未制定、发布、颁布、实施或通过任何法律或政府命令会导致任何交易文件所拟议之交易不合法或限制或禁止交易文件所拟议之交易；
- (f) 无法律程序或诉讼。不存在针对任何转让方、其关联方和集团公司的、已发生或可能发生的与交易文件项下的责任或义务的履行相关的诉求，并且该等诉求可能会限制交易文件所拟议之交易、或对该等交易的条款造成改变，或可能致使该等交易的完成无法实现或不合法，或可能构成重大不利影响；
- (g) 无重大不利变化。未发生任何对集团公司的业务、资产、负债、经营业绩、财务状况产生或基于合理的预测将产生重大不利影响的事项；
- (h) 目标股份已实缴且无负担。转让方持有的目标股份对应注册资本已全部实缴完成，不存在质押、冻结或其他任何影响目标股份转让的情形；
- (i) 首笔转让价款的支付已全部完成，且截至第二笔转让价款支付日，首笔转让价款支付条件均保持满足；
- (j) 第二笔转让价款支付条件满足证明书。全体转让方已向受让方交付书面通知（“第二笔转让价款支付条件满足证明书”，格式见本协议附录4），告知本第3.03款所述之支付条件已全部满足并提供本第3.03款(a)项、(b)项、(c)项条件满足的相应证明文件。

每一转让方应就其满足本第3.03款约定的各项第二笔转让价款支付条件分别向受让方出具和交付第二笔转让价款支付条件满足证明书，受让方根据本协议

第 3.01 款向任一转让方支付第二笔转让价款应以全体转让方均满足本第 3.03 款约定的各项第二笔转让价款支付条件为前提。

第 3.04 款 支付第三笔转让价款的条件

受让方根据本协议向转让方支付第三笔转让价款的义务，应以下列每一条件（“第三笔转让价款支付条件”）在第三笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提：

- (a) 目标股份过户。目标公司已完成股东名册变更，将所有目标股份记载于受让方名下，且转让方、目标公司已向受让方提供加盖目标公司公章的变更后的目标公司股东名册原件；
- (b) 公司治理。转让方配合受让方完成对目标公司董事会、监事会的改组；
- (c) 转让方配合受让方完成集团公司财务系统等各类内部流程管理系统审批权限变更，由受让方和集团公司共同行使审批权限，矽睿科技不再拥有对集团公司的审批权限；
- (d) 矽睿科技已将其保管的集团公司的所有资料或文件（如有）交接给受让方指定人员，并由矽睿科技和受让方指定人员签署交接清单予以确认；
- (e) 针对矽睿科技销售集团公司产品事项，矽睿科技已将集团公司通过矽睿科技销售集团公司产品的全部代理商、经销商、客户的名录、资料、信息等全部移交给受让方，矽睿科技配合受让方和集团公司进行该等业务的交接和转移；
- (f) 集团公司已按照与受让方确认的交接清单将集团公司交接资料或文件交接给受让方指定人员，并由受让方指定人员签署交接清单予以确认，完成下列资料或文件的交接工作，转让方应积极配合完成交接工作：
 - (i) 集团公司在开户行预留财务人员或其他人员个人名章、以及其他与集团公司有关的所有印鉴，其中，法定代表人人名章由集团公司管理，财务章由受让方管理，其余章均由受让方和集团公司共同保管；
 - (ii) 集团公司所有的财务资料以及财务、业务系统的操作权限，包括但不限于财务账册与账套数据、各类报表和辅助账、原始单据及凭证、税务申报材料、历年审计报告和调整底稿以及其他与公司经营相关的重要文件；
 - (iii) 集团公司所有法律、商业、财务文件（包括但不限于董事会决议、股东（大）会决议、会议记录汇总、集团公司签署的各类经营合同、文

件、材料)；为免疑义，各方确认集团公司各类证照原件由受让方和集团公司共同保管；

- (iv) 集团公司供应商、客户及其他与集团公司存在业务往来的全部主体的完整名录、资料、信息；
- (g) 集团公司调整事项。集团公司已完成以下事项：
- (i) 若目标公司因目标公司2020年12月资本公积及盈余公积转增股本时自然人股东未缴纳的个人所得税事项遭受损失的，该等损失金额应优先等额折抵集团公司对矽睿科技就位于上海市浦东新区海科路99号6号楼3楼租赁物业应付未付的租赁费用，若前述损失超出前述租赁费用的，就超出部分，各转让方应向受让方补足，受让方有权在尚未支付的股份转让价款中扣减，但该等补足和扣减金额最多不超出受让方尚未支付的股份转让价款，若超出的，受让方确认仅以受让方尚未支付的股份转让价款抵扣，不再另行向转让方主张超出部分的损失；
- (ii) 集团公司清理完成其与关联方及其相关方之间的非经营性资金往来（包括但不限于集团公司已清偿完毕与矽睿科技及其控制的主体之间的非经营性款项往来）及其与关联方及其相关方之间的超过正常账期的往来款项，转让方、受让方应积极配合完成前述清理工作；
- (iii) 针对集团公司通过矽睿科技香港子公司向集团公司供应商DB Hitek Co., Ltd支付的保证金，在DB Hitek Co., Ltd向矽睿科技香港子公司退还保证金后，矽睿科技将该等保证金以其当时收到的等额人民币保证金全额退还给集团公司；
- (iv) 就矽睿科技层面针对集团公司员工实施的股权激励形成受让方认可的员工退伙方案并签订相应协议，完成工商变更登记，集团公司员工不再直接或间接持有矽睿科技股份或其他权益工具；如因非矽睿科技原因导致无法完成前述退伙的，转让方、受让方同意另行协商解决方案并予以落实；
- (h) 声明、保证和承诺。转让方在交易文件中的陈述和保证在本协议签署日是真实、准确、完整的且不具有误导性，且截止至第三笔转让价款支付日均应是真实、准确、完整的且不具有误导性，具有如同在本协议签署日作出的同等效力和效果，交易文件所含的应由转让方于第三笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (i) 首笔转让价款和第二笔转让价款的支付已全部完成，且截至第三笔转让价款支付日，首笔转让价款支付条件和第二笔转让价款支付条件均保持满足；

- (j) 对于受让方在首笔转让价款支付日和第二笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (k) **第三笔转让价款支付条件满足证明书**。全体转让方已向受让方交付书面通知（“**第三笔转让价款支付条件满足证明书**”，格式见本协议附录5），告知本第3.04款所述之支付条件已全部满足并提供本第3.04款(a)项、(d)项、(e)项、(f)项、(g)项、(j)项条件满足的相应证明文件。

每一转让方应就其满足本第3.04款约定的各项**第三笔转让价款支付条件**分别向受让方出具和交付**第三笔转让价款支付条件满足证明书**，受让方根据本协议第3.01款向任一转让方支付**第三笔转让价款**应以全体转让方均满足本第3.04款约定的各项**第三笔转让价款支付条件**为前提。为避免疑义，各方在此同意并确认，若非因转让方原因导致本第3.04款约定的第(a)项以外的**第三笔转让价款支付条件**未完成的，受让方应予以豁免；豁免后仍需要转让方予以配合方能完成的事项，转让方应予以配合。

第3.05款 支付第四笔转让价款的条件

受让方根据本协议向转让方支付**第四笔转让价款**的义务，应以下列每一条件（“**第四笔转让价款支付条件**”）在**第四笔转让价款支付日**之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提：

- (a) 转让方实现本协议第3.05条(c)项约定的业绩承诺；
- (b) 在第三方名下的集团公司知识产权（包括但不限于上海莱睿名下的集团公司使用的注册和申请中的商标、方骏名下的集团公司使用的域名（详见本协议附录7附件2，下同））已转让给集团公司，并登记于集团公司名下（如涉及登记）；
- (c) **首笔转让价款、第二笔转让价款和第三笔转让价款**的支付已全部完成，且截至**第四笔转让价款支付日**，**首笔转让价款支付条件、第二笔转让价款支付条件和第三笔转让价款支付条件**均保持满足；
- (d) 对于受让方在**首笔转让价款支付日、第二笔转让价款支付日和第三笔转让价款支付日**豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (e) **第四笔转让价款支付条件满足证明书**。全体转让方已向受让方交付书面通知（“**第四笔转让价款支付条件满足证明书**”，格式见本协议附录6），告知本第3.05款所述之支付条件已全部满足并提供本第3.05款(b)项、(d)项条件满足的相应证明文件。

每一转让方应就其满足本第 3.05 款约定的各项第四笔转让价款支付条件分别向受让方出具和交付第四笔转让价款支付条件满足证明书,受让方根据本协议第 3.01 款向任一转让方支付第四笔转让价款应以全体转让方均满足本第 3.05 款约定的各项第四笔转让价款支付条件为前提。

第3.06款 目标股份过户及交割

(a) 除被受让方事先书面豁免外,转让方应并应促使集团公司在本协议签署后十(10)个工作日内完成第二笔转让价款支付条件。

(b) 于第二笔转让价款支付日当日,转让方应并应促使集团公司:

(i) 将集团公司全部公章、合同章、财务章移交给受让方由集团公司与受让方按照约定方式共管;

(ii) 向受让方提供加盖目标公司公章的反映本次股份转让情况的变更后的目标公司股东名册原件;

(iii) 向受让方交付集团公司银行复核U Key。

于第二笔转让价款支付日当日,矽睿科技应签署并向受让方和上海莱睿交付受让方认可的矽睿科技从上海莱睿全部减资退伙的退伙协议,以及为办理受让方入伙上海莱睿的工商变更登记手续之用途的受让方认可的上海莱睿合伙协议和入伙协议。

目标公司股东名册将全部目标股份记载于受让方名下,视为交割(“交割”),目标公司股东名册将全部目标股份记载于受让方名下之日,为交割日(“交割日”)。

(c) 本次股份转让交割日后,转让方、集团公司应在2024年12月31日前完成第3.04款(g)(ii)项约定的第三笔转让价款支付条件。

(d) 转让方应并应促使集团在交割日起一年内完成第3.04款约定的全部第三笔转让价款支付条件。

(e) 矽睿科技同意并承诺积极配合受让方和上海莱睿签署必要的文件、协议并采取必要的行动,在受让方和上海莱睿要求的时间内,配合办理完成受让方入伙上海莱睿的工商变更登记手续。

(f) 受让方向转让方支付第三笔转让价款后二十(20)个工作日内(或各方另行

协商一致的时间内)，上海莱睿应办理完成砂睿科技减资退伙的工商变更登记手续，砂睿科技应积极配合上海莱睿完成前述变更手续。

第3.07款 股东权利

自交割日起，受让方应有权获得与目标股份相关的所有权利、利益和收益。

第四条 转让方的陈述和保证

转让方在此向受让方陈述和保证，在本协议签署日并且截至首笔转让价款支付日、第二笔转让价款支付日、交割日期间的每一天（但明确说明在其他特定日期作出的陈述和保证则在該等特定日期），本协议及本协议附录7中的各项陈述和保证均为真实、准确和完整的且不具有误导性。

第五条 受让方的陈述和保证

受让方在此向转让方陈述和保证，在本协议签署日并且截至首笔转让价款支付日、第二笔转让价款支付日、交割日期间的每一天（但明确说明在其他特定日期作出的陈述和保证则在該等特定日期），本协议及本协议附录8中的各项陈述和保证均为真实、准确和完整的且不具有误导性。

第六条 承诺

第6.01款 过渡期安排

- (a) 转让方同意并承诺，自本协议签署日起直至交割日的期间内（“过渡期”），除非(i)本协议另行约定，或(ii)经受让方事先书面同意，其应促使目标公司将（且将促使每一集团公司）：
- (i) 按照与过去惯例相符的正常业务经营方式经营业务，对于与关联方的现有关联交易，应维持合理的利润水平；
 - (ii) 保存和保护集团公司资产价值不受减损；
 - (iii) 遵循中国法律和目标公司内部管理制度。
- (b) 在不限制上述第6.01(a)款的前提下，转让方同意并承诺，在过渡期内，除非(i)本协议另行约定，或(ii)经受让方事先书面同意，其应促使目标公司不得（且将促使每一集团公司不得）采取及同意或承诺采取下述行动：
- (i) 主营业务发生变化，终止所从事的业务或导致与业务相关的经营许可或证照被吊销、撤回或取消；

- (ii) 对其章程或议事规则或任何类似组织文件进行任何修订，但根据相关法律需要正常修订的除外，在该等情形下，**转让方**需尽快书面通知**受让方**，并告知相关法律依据；
- (iii) 增加或者减少注册资本；发行任何股票、债券或其他证券（或任何期权、认股权证或购买股权的其他权利），或就此作出任何承诺；
- (iv) 赎回、回购或另行重新取得、分拆、合并或重新划分其股本；
- (v) 通过任何吸收合并、新设合并、资产业务整合或其他非常规业务交易计划；
- (vi) 进行任何对外投资、兼并、收购、资产购买（不包括在正常业务经营中的原材料采购），或与任何人建立合资企业、合伙关系或战略联盟关系，或就前述事项与任何第三方进行磋商、讨论、谈判，或者签署任何备忘录、意向书或协议（无论是否具有法律约束力）；
- (vii) 进行清算或解散，提交破产申请，或同意提交任何破产申请；
- (viii) 就其股本宣布、计提或支付任何分红或进行任何其他分配；
- (ix) 与**关联方**进行任何新增关联交易，原有**砂睿科技销售集团公司**产品的框架协议项下的新增订单除外；
- (x) 在正常经营活动之外出售、租赁、转让或处置资产，或授予第三方对于上述资产的经营权；
- (xi) 出售、转让或通过任何方式处置对外投资的股权或资产，或者对前述主体的公司章程、股东协议或任何类似公司组织性文件进行修订/补充；
- (xii) 出售、转让、对外许可技术或**知识产权**或对其设置质押或其他负担或进行处置，原有业务合同约定的技术许可（如有）除外；
- (xiii) 在全部或部分**业务**、资产或权利上设定抵押或质押或进行处置（不论是以固定或浮动抵押、质押或其他任何形式）；
- (xiv) 对外提供任何的担保、保证（无论是为自身债务还是为他人债务）或借款；
- (xv) 订立、修订、终止、解除技术服务、咨询服务相关合同，或依据新订立、修订的相关合同支付技术服务、咨询服务相关费用；为免疑义，交割日前正在执行的技术服务、咨询服务相关合同继续履行，包括按

- 约定支付相关费用；
- (xvi) 在正常业务经营之外进行任何借贷或取得金融贷款工具；
- (xvii) 在正常业务经营之外订立、修订或调整、终止任何合同；
- (xviii) 更换目标公司外部审计机构，变更任何会计方法或会计惯例或制度，但适用的会计准则要求的变更除外；
- (xix) 改变目标公司的董事会、监事会、管理层组成或任何人选，本协议另有约定的除外；
- (xx) 任意或过度解聘、招聘集团公司中层以上管理人员，或者提高或降低集团公司中层以上人员的工资、薪金、补偿、奖金、激励报酬、退休金或其他福利；
- (xxi) 解除或以其他方式免除任何集团公司债权；或放弃、减让或怠于行使具有实质性价值的任何权利（包括任何诉求）；
- (xxii) 就与税金、财政优惠、补贴或奖励有关的任何责任、义务或未来承诺作出不利安排；
- (xxiii) 其他可能对本次股份转让及集团公司产生重大不利影响的作为或不作为；
- (xxiv) 同意或承诺作出前述任何一项行动。
- (c) 转让方承诺，在过渡期内：(i) 其不得直接或间接出售、转让、抵押、设置权利负担于或采取任何其他形式处置其于目标公司直接或间接持有或享有之权益（包括目标股份及相应的表决权）；(ii) 其所持目标公司股份数量不会发生任何直接或间接的变动（因目标公司实施送红股、拆股或进行资本公积转增股本导致转让方所持目标公司股份数量被动发生变化的情形除外）。
- (d) 如受让方基于转让方的承诺而豁免了任何本协议第 3.02 款、第 3.03 款、第 3.04 款或第 3.05 款所规定的相关条件，则转让方仍应遵守该等承诺，在经受让方指定的时间期限内完成相关事项。
- (e) 转让方同意并承诺，在过渡期内，受让方及其授权代表有权充分了解集团公司的管理及运作。在过渡期内，为本次股份转让之目的，转让方同意受让方及其授权代表对转让方相关人员进行访谈，并确保集团公司同意受让方及其授权代表与集团公司的管理层进行访谈。转让方同意并承诺，在过渡期内，向受让方提供受让方不时合理要求的、受让方所需的转让方和

集团公司的合理信息（或其复印件），受让方有权查看、复印包括但不限于集团公司的管理制度、会议文件、通讯文件、会计账簿、原始凭证、应收账款详情及税务记录等与集团公司经营管理有关的文件和信息，并获得过渡期内相关事项的资料及信息。转让方自身承诺并将确保各集团公司及其各自的代表对受让方的上述要求予以配合。

第6.02款 期间损益

各方同意并承诺，自本次股份转让的评估基准日（2023年12月31日）至交割日期间（如交割日为当月15日之前（含15日当日），则至上月月末之日；如交割日为当月15日之后（不含15日当日），则至交割日的当月月末之日，“损益归属期间”），目标股份所对应的目标公司在运营过程中所产生的盈利和收益或因其他原因而增加的净资产（如有，合并口径）由受让方享有，目标股份所对应的目标公司在运营过程中所产生的亏损和损失或其他原因导致净资产减少（如有，合并口径）由转让方承担，具体按照下述方式执行：

- (a) 交割日后，各方同意由受让方聘请的符合《证券法》规定的审计机构对目标公司（合并口径）进行审计，并出具审计报告。目标公司在损益归属期间实现的损益情况根据前述审计报告确定。
- (b) 如果根据审计报告，目标公司在损益归属期间内归属于目标公司母公司所有者权益（即损益归属期间期末账面净资产额—评估基准日账面净资产额）为负数，则目标股份所对应的减少部分由转让方在审计报告出具之日起十（10）个工作日内向受让方以现金方式补足，受让方有权在股份转让价款中扣除。

第6.03款 通知特定事件

各方应在以下情况发生时，或据其合理所知该等情况可能发生时，立即书面通知相对方：(a)任何可能导致其违反其在交易文件项下的任何声明、保证或承诺的，或者可能使任何其在交易文件项下的声明或保证在任何方面不真实的所有事件、情况和事实，以及(b)其获悉的、将会或据合理预计可能会导致本协议约定的任何支付条件变得无法满足的任何事实、变化、条件和情形。

第6.04款 排他期

转让方同意并承诺，自本协议签署日起直至(a)交割日，或(b)本协议终止时（以较早发生者为准），其自身不得并应促使目标公司及其董事、监事、高级管理人员及其代表不得，(i)招揽、发起、考虑、鼓励或接受任何主体提出的关于下述事项的提议或要约：(A)任何收购或以其他方式获得任何集团公司的全部或任何部分的股份或股权或任何集团公司的资产或业务（在正常业务经营中按照与过

去惯例相符的方式开展业务和出售产品除外)；(B)与任何集团公司进行任何兼并、合并；(C)进行涉及任何集团公司的资本重组、结构重组或任何其他非正常的业务交易，或(ii)就前述事宜参与任何讨论、交谈、谈判或其他交流，或向任何其他主体提供与前述事宜有关的任何信息，或以任何其他方式配合、协助或参与、方便或鼓励任何其他主体试图进行前述事宜的任何努力或尝试。转让方同意并承诺，其自身不得并应促使目标公司及其董事、监事、高级管理人员及其代表立即停止所有现有的、与任何主体在本协议签署之后就前述任何事宜开展的讨论、交谈、谈判以及其他交流。如果任何主体做出与前述事宜有关的任何该等提议、要约或就前述事宜进行任何询问或其他接触，转让方应当立即通知受让方。

第6.05款 交割后的承诺事项

(a) 转让方同意并承诺，自本协议签署日起，除非受让方事先书面同意，转让方自身及其控制的主体不得直接或间接地：(i)限制任何集团公司的客户、供应商、代理商、或已习惯同集团公司交易的任何人士、机构和集团公司合作；(ii)招引或试图诱使任何受聘于集团公司且从事研发、技术、运营、销售或管理工作的任何人士离开集团公司，或向该等人士提供雇佣机会或雇佣该等人士，或向该等人士提供或与其签署任何服务合同。

受让方同意并承诺，自本协议签署日起，除非砂睿科技事先书面同意，受让方自身及其控制的主体不得直接或间接地：限制任何砂睿科技的客户、供应商、代理商、或已习惯同砂睿科技交易的任何人士、机构和砂睿科技合作。

(b) 转让方同意并承诺，对于集团公司因交割日前发生的任何违约、违规或侵权、对外担保事项而导致的、在交割日后产生的金额超过50万元的负债或损失，包括但不限于集团公司应缴但未缴的税费，应付但未付的员工薪酬、社会保险及住房公积金费用，因违反与第三方的合同约定而产生的违约责任，因交割日前提供担保而产生的担保责任，因违反相关法律法规而产生的行政处罚、其他法律责任或经济损失，因交割日前行为而引发的纠纷所产生的支出或赔偿等，最终由转让方承担。如该等责任由集团公司先行承担，转让方承诺在集团公司承担该等责任之日起十(10)个工作日内对集团公司及受让方承担全部补偿责任，受让方有权以尚未支付的股份转让价款进行抵扣。

(c) 本次股份转让的业绩承诺期间为2024年、2025年及2026年。转让方承诺，目标公司在2024年度净利润为3,912万元，2025年度净利润为5,154万元，2026年度净利润为7,568万元。(净利润，指目标公司在业绩承诺期内各会计年度经审计的合并报表口径下归属于母公司所有者的净利润(扣除非经常性损益前后孰低)，若业绩承诺期内因受让方实施股权激励或目标公司

于交割日后新增实施股权激励按照股份支付处理导致当期实际净利润减少的，则目标公司当期实际净利润应加上当期因前述股份支付处理扣除的净利润，下同）。

各方同意，在业绩承诺期间每个会计年度结束时，由受让方聘请符合《证券法》规定的会计师事务所对目标公司进行年度审计并出具年度审计报告。目标公司实际净利润数以年度审计报告记载的数据为准，并应加上本第6.05款(c)项所述的股份支付导致当期实际净利润减少的金额（如有）。

如果目标公司在业绩承诺期内累积实际净利润低于上述承诺净利润总额（即16,634万元），则各方同意，受让方无须再向转让方支付本协议第3.05款约定的第四笔转让价款。

- (d) 上海莱睿同意并确认，上海莱睿授权集团公司于本次股份转让交割日前无偿独占使用上海莱睿名下的集团公司使用的注册和申请中的商标。同时，上海莱睿在此不可撤销地承诺，上海莱睿授权集团公司于本次股份转让交割日起一年内无偿独占许可使用前述商标，授权期限届满后，上海莱睿与集团公司另行协商确定授权事宜。
- (e) 上海莱睿同意并承诺促使集团公司员工方骏于本协议签署日当日签署本协议附录10关于集团公司域名使用的承诺函。
- (f) 于交割日起，受让方有权委派财务人员至集团公司管理财务相关事项，上海莱睿应促使集团公司人员配合受让方委派的财务人员开展工作。
- (g) 矽睿科技同意并确认，自其根据本协议第3.06款(b)项的约定签署退伙协议之签署日起，矽睿科技不再系上海莱睿的合伙人且不享有上海莱睿的任何权益，工商登记及工商备案的合伙协议不一致的，以退伙协议为准。

第6.06款 保密

- (a) 除非各方另有书面约定，任何一方均不得，且应促使其各自的关联方和代表不得，直接或间接地披露或允许披露(i)交易文件、本次股份转让及交易文件项下所拟议交易是否存在或其内容，(ii)交易文件、本次股份转让及交易文件项下所拟议交易的任何条款、条件或其他方面，或(iii)交易文件、本次股份转让及交易文件项下所拟议交易的谈判情况（“保密信息”）。
- (b) 尽管有以上规定，各方可(i)仅为交易文件项下所拟议交易之目的，向需要知悉保密信息的各方的雇员、管理人员、董事、合伙人、代理人、会计师、法律顾问、代表或顾问（“代表”）披露保密信息，但该方应确保该等代表知晓并承担同样的保密义务；(ii)根据适用法律的规定或适用的证券交易所的

规则，向任何有关**政府部门**或**证券交易所**披露适用法律要求披露的**保密信息**；及(iii)根据适用法律或**政府部门**的要求，该方可披露交易文件项下交易的相关信息。

第七条 赔偿

第7.01款 陈述和保证继续有效

各交易文件中所载的**转让方**作出的各项陈述和保证应在**本次股份转让完成**后继续有效，即只要**转让方**违反该项陈述和保证或其他类似义务的情形是在该等陈述和保证作出日或之前存在的，**受让方**均有权根据本第七条的规定就**转让方**违反陈述和保证的情形提出索赔，无论相关损失是在**本次股份转让完成**之前或之后发生。

各交易文件中所载的**受让方**作出的各项陈述和保证应在**本次股份转让完成**后继续有效，即只要**受让方**违反该项陈述和保证或其他类似义务的情形是在该等陈述和保证作出日或之前存在的，**转让方**均有权根据本第七条的规定就**受让方**违反陈述和保证的情形提出索赔，无论相关损失是在**本次股份转让完成**之前或之后发生。

第7.02款 赔偿责任

- (a) 若一方违反其在**交易文件**项下的任何陈述、声明、保证、承诺、约定或义务（违约一方为“**违约方**”），**违约方**应向受到损失的相关方（“**赔偿权利人**”）赔偿该等**赔偿权利人**由于该等违约所承受或招致的所有**负债、损失、损害、权利主张、费用和开支、利息、裁决、判决和罚金**（包括：合理的**律师费和顾问费**，由任何主体提起或以其他方式引发的任何**诉求**，**集团公司**损失导致的**受让方**的损失，以及任何**可得利益的丧失或减损**）（且上述损失应包含**赔偿权利人**由接受赔偿而产生的任何相关税费等，以下合称“**损失**”）。
- (b) 若任何**转让方**或**集团公司**未能按照本协议第3.06款规定的期限内完成对应事项的，则每逾期一日，**转让方**应按照**受让方**已经支付的**股份转让价款**金额每日按照万分之五的标准计算向**受让方**支付逾期违约金，**受让方**有权在**股份转让价款**中扣除。
- (c) 若**受让方**未能按照本协议第3.01款规定的期限内支付**股份转让价款**的，则每逾期一日，**受让方**应按照其应付未付的**股份转让价款**金额每日按照万分之五的标准计算向**转让方**支付逾期违约金。

第7.03款 责任承担

转让方之间在本协议项下的陈述保证、承诺、义务或责任所需承担的补偿或赔偿责任由各转让方按照其在本次股份转让中转让的目标股份的相对比例承担。

第7.04款 其他救济

- (a) 各方同意，第7.01款至7.03款中有关赔偿的规定不应为赔偿权利人在违约方违背其在交易文件中的陈述和保证，或未能履行和遵守其在交易文件中的任何承诺和约定的情况下所将获得的唯一的救济。如果违约方未能依约履行或违背交易文件中的任何规定，则赔偿权利人可以寻求基于交易文件以及交易文件适用的中国法律而可以主张的任何其他权利或可以寻求的任何及所有其他救济，包括但不限于实际履行。
- (b) 本协议任何一方未能主张其在本协议项下的任何权利不应构成该方对任何该等权利的放弃。

第八条 生效与终止

第8.01款 生效

本协议于签署日经各方加盖公章并由其法定代表人或授权代表签字或签章后成立并生效。

第8.02款 终止

- (a) 在本协议签署日起至交割日期间，在下列任一情况下，本协议可以被受让方终止：
- (i) 如果在本协议签署日起至交割日期间：(A)发生某一事件或情况对集团公司或本次股份转让造成了或可能造成重大不利影响或导致本协议第3.03款项下的任何条件无法完成，(B)交易文件中所载的转让方的任何陈述和保证在任一方面不真实或不准确且在受让方书面通知之日起的15日内未能纠正，或转让方实质违反交易文件中的任何承诺或约定且在受让方书面通知之日起的15日内未能纠正，或(C)目标公司为债权人的利益进行总体转让，或目标公司进入破产程序或被提起任何进入破产程序的法律程序，破产或资不抵债，或以期就破产、资不抵债或重组而根据任何法律进行清算、结业、重组或其债务的重整，则受让方有权以书面形式通知转让方终止本协议；
- (ii) 在本协议签署日起满二（2）个月之日，因非受让方原因未完成所有目标股份交割的，则受让方有权以书面形式通知转让方终止本协议。

如因触发上述任一情况导致本协议被受让方终止的，转让方应自本协议终止之日起五（5）个工作日内向受让方全额返还受让方已支付的股份转让价款并向受让方支付等额于其在本次股份转让中分别收取的首笔转让价款的手续费。为免疑义，如本协议根据本第8.02款(c)项终止的，转让方无需支付分手费。

- (b) 在本协议签署日起至交割日期间，在下列情况下，本协议可以被转让方终止：

如果在本协议签署日起至交割日期间，交易文件中所载的受让方的任何陈述和保证在任一方面不真实或不准确且在转让方书面通知之日起的15日内未能纠正，或受让方实质违反交易文件中的任何承诺或约定且在转让方书面通知之日起的15日内未能纠正，则转让方有权以书面形式通知受让方终止本协议。

如因触发上述情况导致本协议被转让方终止的，受让方应向各转让方支付等额于其应向各转让方支付的首笔转让价款的手续费，该等分手费从转让方应向受让方返还的股份转让价款中扣除，扣除后仍有剩余股份转让价款的，转让方应自本协议终止之日起五（5）个工作日内向受让方全额返还该等扣除分手费后的剩余股份转让价款。

- (c) 在本协议签署日起至交割日期间，在下列情况下，本协议可以被转让方或受让方终止：

在本协议签署日起至交割日期间，如任何有管辖权的政府部门发布命令、法令或裁定、或已采取任何其他行动，限制、阻止或以其他方式禁止本协议拟议的交易或导致本协议拟议的交易实质无法实施，则任何一方均有权以书面形式通知另一方终止本协议；

如因触发上述情况导致本协议被转让方或受让方终止的，转让方应自本协议终止之日起五（5）个工作日内向受让方全额返还受让方已支付的股份转让价款。

- (d) 本协议可经各方书面一致同意后终止。

- (e) 除非受让方在行使终止权时仅说明针对某一个转让方，否则受让方根据本第8.02款的约定向任一转让方发出书面终止通知的，终止的效力应及于所有转让方，即视为受让方终止与所有转让方在本协议项下的拟议交易。为避免疑义，矽睿科技、上海莱睿应被视同为一方且应由矽睿科技作为其代表根据本第8.02款的约定行使终止权，矽睿科技单方终止本协议的，终止的效力应及于所有转让方。

第8.03款 继续有效

如果本协议根据第 8.02 款的规定被终止，则本协议应立即失效且任何一方均不再承担任何责任，但：(a)本协议第 6.06 款、第七条、第 8.02 款、第 8.03 款、第九条将在本协议终止后继续有效，且(b)本协议中的任何规定均不得解除任何一方在本协议终止之前因违反本协议所应承担的责任。

若本协议根据第 8.02 款的规定被终止，各方应本着公平、合理、诚实信用的原则，并配合采取一切所需的行动以尽快恢复到本协议签订时的状态（且最迟不晚于本协议根据第 8.02 款被终止后的十（10）个工作日内）。

若任何转让方未在第 8.02 款约定的期限内向受让方支付或返还相关款项的，则每逾期一日，转让方应按照其应付未付金额的每日万分之五的标准向受让方支付逾期违约金。

第九条 其它条款

第9.01款 费用

所有与交易文件的准备、签署和履行以及本次股份转让有关的费用、成本和开支（包括法律顾问、财务顾问、审计、评估费用等，合称为“交易费用”）均由各方各自承担，但因转让方原因导致本次股份转让无法完成的，交易费用全部由转让方承担。转让方应自行协商确定需由其承担的交易费用在转让方内部的分摊原则。在任何情况下，各方依据第 9.01 款需承担的交易费用均不应由集团公司实际承担。

第9.02款 税金

就因交易文件的签署、履行和实施交易文件所拟议的交易而产生的或与之有关的根据所有适用法律向各方分别计征的各项税金，以及与此相关的税务返还/优惠（如有）及后续责任，均应由各方自行负责申报、缴纳和承担。

为避免疑问，本协议第 2.02 款约定的股份转让价款均已包括转让方就本次股份转让按照适用法律所应缴纳和承担的所有相关税金（包括但不限于企业所得税、增值税和印花税等）。若转让方未能按照法律要求足额缴纳税金，或者税务主管部门事后认定与本次股份转让相关的企业所得税、增值税等税金扣缴不足而被要求补缴税金、滞纳金以及罚金(如有)，转让方应当自行承担并缴纳该等税金、滞纳金以及罚金(如有)，若造成受让方、集团公司的任何损失，转让方应全额赔偿受让方和集团公司。

第9.03款 转让

本协议对本协议各方的继任人和受让人具有约束力，并将其利益及于本协议各方的继任人和受让人。未经其他方事先书面同意，任何一方不得转让本协议项下的权利和/或义务。

第9.04款 完整协议

交易文件以及依照交易文件交付的其它文件（包括本协议附录）构成各方就交易文件主题事项达成的全部协议和谅解，并取代在此之前各方就该等主题事项所达成的所有书面和口头的协议和承诺。

第9.05款 可分割性

若根据任何法律或公共政策，本协议的任何条款或其他规定无效、不合法或不可执行，则只要本协议拟议之交易的经济或法律实质未以对任何一方严重不利的方式受到影响，本协议的所有其他条款和规定仍应保持其全部效力。在任何条款或其他规定被认定为无效、不合法或不可执行时，各方应进行善意谈判，对本协议进行修订，以便以可接受的方式尽可能近似地实现各方的原有意圖，从而尽量最大限度地完成本协议原先筹划之交易。

第9.06款 抵销

各方同意，就转让方在本协议项下产生的对受让方的任何支付义务，受让方有权要求行使抵销权，即从任何受让方应向对应的转让方支付的款项中予以扣减。如各方对前述抵销金额有异议的，各方应通过友好协商解决，如协商不成的，应按照本协议第9.010款(b)项执行，以上海国际经济贸易仲裁委员会最终仲裁裁决结果为准。

第9.07款 修订

本协议只能通过各方或各方法定代表人或授权代表签署或加盖公章的书面文件予以修订或修改。

第9.08款 通知

本协议中要求或允许的所有通知均应以书面形式作出，并且在以下情况下视为有效送达：

- (a) 经专人递送的，在交付给本协议受通知方时视为送达；
- (b) 交由一家全国认可的快递公司递送的，交给该快递公司后的第三(3)天，视

为送达；或者

- (c) 通过电子邮件方式发送的，电子邮件发送至本协议受通知方服务器时视为送达。

所有的通信应发送至本协议附录9中所列示的地址，或者一方提前十(10)天书面通知对方的其它地址。

为避免疑义，本协议项下的转让方需向受让方发出的书面通知、通告，由转让方指定的电子邮箱向受让方指定的电子邮箱发出的邮件正文和/或附件即构成该等书面通知及公告；受让方在附录9指定的电子邮箱以邮件方式回复给该转让方的任何邮件正文和/或附件，均构成书面回复内容。任何一方如需变更指定电子邮箱，应提前二(2)个工作日向对方指定邮箱发出变更通知。

第9.09款 副本

本协议可签署并交付一式多份，共计六(6)份，各方各持二(2)份。每一份均为原件并具有相同效力。

第9.010款 适用法律和争议解决

- (a) 本协议的准据法为中国法律，并应根据中国法律解释。
- (b) 因本协议的签署而产生的或与本协议有关的任何争议(“争议”)，均应提交上海国际经济贸易仲裁委员会按照其届时有效的仲裁规则在上海进行裁决，仲裁裁决为终局裁决，对各方均有约束力。仲裁员应为三人。仲裁程序中应使用中文。
- (c) 关于仲裁员的指定，由转让人和受让方分别指定一名仲裁员，第三名仲裁员由被指定的两名仲裁员协商指定并使其担任仲裁庭的首席仲裁员。

[以下无正文，为签字页]

(关于上海麦歌恩微电子股份有限公司股份转让之《股份转让协议》签字页)

上海矽睿科技股份有限公司 (公
章)



法定代表人/授权代表:

叶峻

关于上海麦歌恩微电子股份有限公司股份转让之《股份转让协议》签字页

(关于上海麦歌恩微电子股份有限公司股份转让之《股份转让协议》签字页)

上海莱睿企业管理合伙企业(有限
合伙) (公章)



授权代表:

方波

关于上海麦歌恩微电子股份有限公司股份转让之《股份转让协议》签字页

(关于上海麦歌恩微电子股份有限公司股份转让之《股份转让协议》签字页)

苏州纳芯微电子股份有限公司(公
章)



法定代表人/授权代表:

关于上海麦歌恩微电子股份有限公司股份转让之《股份转让协议》签字页

附录 1
目标公司股权结构

本协议签署日和本次股份转让完成后，目标公司股权结构如下：

股东名称	本协议签署日		本次股份转让完成后	
	持有股份数 (股)	持股比例	持有股份数 (股)	持股比例
上海矽睿科技股份有限公司	22,454,661	62.6831%	0	0
上海留词企业管理合伙企业 (有限合伙)	7,077,370	19.7568%	7,077,370	19.7568%
上海莱睿企业管理合伙企业 (有限合伙)	6,290,457	17.5601%	4,284,751	11.9610%
苏州纳芯微电子股份有限公司	0	0	24,460,367	68.2822%
合计	35,822,488	100.0000%	35,822,488	100.0000%

附录 2

转让方持股、股份转让情况及收款账户信息

转让方名称	上海矽睿科技股份有限公司	上海莱睿企业管理合伙企业(有限合伙)
持有股份数(股)	22,454,661	6,290,457
合计持有股份数(股)	28,745,118	
持股比例	62.6831%	17.5601%
合计持股比例	80.2432%	
转让股份数(股)	22,454,661	2,005,706
合计转让股份数(股)	24,460,367	
转让比例	62.6831%	5.5991%
合计转让比例	68.2822%	
首笔转让价款(人民币元)	62,683,141.94	5,599,013.67
第二笔转让价款(人民币元)	501,465,135.53	44,792,109.35
第三笔转让价款(人民币元)	31,341,570.97	2,799,506.84
第四笔转让价款(人民币元)	31,341,570.97	2,799,506.84
合计转让价款(人民币元)	626,831,419.41	55,990,136.70
	682,821,556.11	
用于收取股份转让价款的银行账户信息	开户行: 工行上海市菊园支行 账号: 1001752909300011333 户名: 上海矽睿科技股份有限公司	开户行: 中国银行上海周浦支行 开户行地址: 上海浦东新区沪南公路3435号 账号: 444270443927 户名: 上海莱睿企业管理合伙企业(有限合伙)

附录3

定义

“本次股份转让完成”指本次股份转让完成交割。

“不动产”指所有的土地（使用权）、房屋、建筑物、构筑物或其上的固定设施及其所有相关的附属物。

“财务报表”指目标公司合并资产负债表、合并利润表、合并现金流量表、合并所有者权益变动表以及相关财务报表附注。

“处置”指就任何财产、权利、权属或权益以任何方式授权/委托第三方、出售、让予、转让、交换、托管、出借、出租、出资、抵押、质押、设定任何负担或任何其它直接或间接的方式予以处置。

“促使”指为达到目的的实现而采取一切必要且可能的措施或行动，包括：采取所有的行动，签署并提交所有必要的文件等。

“法律”指适用的中国或中国以外的国家、省、地方或类似的法律、法规、规章及规范性文件，以及相关证券交易所制定的证券发行和交易规则或监管指引等。

“反腐败法律”指适用于集团公司的业务及交易与反贿赂或反腐败相关的法律或法规，包括但不限于：中国反腐败及反商业贿赂相关法律法规以及适用的其他国家的反贿赂或反腐败法律。

“负担”指任何担保权益、质押、抵押、留置（包括但不限于税收优先权、撤销权和代位权）、租赁、许可、债务、优先安排、权利主张、瑕疵、冻结、查封、限制性承诺或任何种类的限制，包括但不限于对使用、所有权、表决、转让、收益或对行使任何其他所有权权益的任何限制、优先购买权或优先认购权。

“负债”指所有债务、责任和义务，无论累积或固定、绝对或或有、已到期或未到期、已确定或未确定的，包括但不限于在任何法律、诉求或政府命令项下产生的以及在任何合同、协议、安排、许诺或承诺项下产生的债务、责任和义务。

“关联方”相对于任何主体而言，具有和《上海证券交易所科创板股票上市规则》第十五章“释义”中所定义的“上市公司的关联人”同等的含义。

“工作日”指银行通常在中国办理正常对公银行业务的日期（但不包括周六、周日（根据中国相关规定要求对法定节假日倒休的情况除外）和中国法定的节假日）。

“集团公司”指目标公司和在目标公司合并报表范围内的所有主体中的任一

或所有成员。

“集团公司知识产权”指由集团公司拥有的所有知识产权。

“交割”指目标公司股东名册将全部目标股份记载于受让方名下。

“交割日”目标公司股东名册将全部目标股份记载于受让方名下之日。

“交易文件”指本协议、目标公司章程以及其他各方或相关方签署的与本协议项下交易相关的协议或文件（如有）。

“近亲属”指配偶、子女及其配偶、父母、配偶的父母、兄弟姊妹及其配偶、配偶的兄弟姊妹及其配偶。

“控制”系指通过持有有表决权的证券、或通过合同约定、信托安排、委托关系或其他方式拥有直接或间接决定另一主体的管理和政策的权力。

“纳税证明”指按照规定须向政府部门报备的有关税务的所有申报单、报告和表格，包括其项下的选择、申报、修订、附表、信息申报单或附件，以及政府部门依照适用法律，征收税款、基金、费、滞纳金、罚没款等各项收入的过程中，开具的收款、退款和缴库凭证。

“人民币”指中国的法定货币。

“社会保险”指根据适用法律应当参加和缴纳的所有法定的社会保障和福利缴款，包括但不限于养老保险、医疗保险、工伤保险、生育保险、失业保险和住房公积金。

“税务”或**“税金”**指由任何政府部门（包括但不限于税务部门）征收的任何类别的任何及所有税金、基金、费用、征费、税款、关税和其他收费（连同因此收取的任何及所有利息、罚没款、滞纳金、附加税和额外款项），包括但不限于：针对收入、特许权、偶然所得或其他利润、总收入、财产、销售、使用、工资、聘用、社会保障、失业补偿或净值征收的税金或其他收费；属消费税、预提税、转让税、印花税、房产税、土地使用税、契税、增值税或营业税性质的税金或其他收费；执照、登记和文件费；以及关税、税款和类似收费。

“诉求”指由任何主体提起的或向任何主体提起的任何权利主张、诉讼、申诉、上诉、仲裁、和解、裁定、质询、调查或其他程序。

“天”除非另有说明，均指自然日。

“许可知识产权”指集团公司自集团公司以外主体取得使用权的知识产权。

“应收账款”指集团公司应向第三方（包括股东及其它关联方、客户和员工）收取的任何和所有应收账款、票据及其他款项，以及任何与该等款项相关的未收取的应计财务费用。

“业务”指各集团公司目前从事的业务。

“元”指人民币元，除特别说明外。

“政府部门”指有管辖权的(i)任何中央级、省级、县市级的或外国的政府或任何行使政府或政府有关的行政、立法、司法、监管或行政管理职责的实体；(ii)任何国际公共组织；(iii)上述条款或本定义中所述的任何政府、实体或组织的任何代理、分支机构、或其他部门；或(iv)上述条款或本定义中所述的任何政府、实体或组织拥有或控制的任何公司、事业单位或其他主体（包括证监会、交易所）。

“政府命令”指由任何政府部门作出的任何命令、令状、判决、禁令、裁定、裁决、规定或决定。

“政府批准”指由任何政府部门授予的或作出的任何同意、批准、授权、弃权、许可、特许经营权、执照、证书、豁免、登记、备案、报告或通知。

“证监会”指中国证券监督管理委员会。

“知识产权”指(i)各种专利；(ii)商标、服务标记、商号、商业外观和域名，及其专属的商誉；(iii)著作权，包括计算机软件、作品、数据库的著作权；(iv)保密和专有信息，包括商业秘密和技术秘密；(v)任何法律规定的与(i)-(iv)项类似的任何权利；以及(vi)前述各项的注册和注册申请，无论前述各项是否已申请注册、已注册或无需注册。

“重大不利影响”指任何情况、变更或影响，而该情况、变更或影响单独地或与其他任何情况、变更或影响共同地：(i)对任何集团成员的业务、运营、资产、负债（包括但不限于或有责任）、经营业绩、财务状况或前景造成或有证据表明可能造成重大不利影响；(ii)对集团成员以其目前经营或开展或拟经营或开展业务的方式经营和开展业务的资质或能力产生或有证据表明可能产生重大不利影响；或(iii)对交易文件的履行，或者完成本协议拟议的交易产生或有证据表明可能产生重大不利影响。

“中国”指中华人民共和国，并且仅为本协议之目的，不包括香港特别行政区、澳门特别行政区和台湾地区。

“中国会计准则”指于整个所涉期间一贯适用的，在中国有效的通用会计准则，包括中国财政部颁布的《企业会计准则——基本原则》和各项具体会计准则、企业会计准则应用指南、企业会计准则解释及其他相关规定，以及中国证券监督管

理委员会《公开发行证券的公司信息披露编报规则第 15 号——财务报表的一般规定》的相关规定。

“主体”指任一个人、合伙、商社、股份公司、有限责任公司、协会、信托、非法人组织或其他实体。

“租赁不动产”指任何集团公司租用的不动产和与其相关的所有地役权、许可、权利和附属物。

“转让”就任何股份而言，指直接或间接地转让、出售、让渡、质押、按揭、设定担保权益于该等股份或另行处分、或设定或允许设定任何负担于该等股份。

附录 4 第二笔转让价款支付条件满足证明书

致：苏州纳芯微电子股份有限公司

日期：_____年____月____日

敬启者：

本企业谨提及由上海矽睿科技股份有限公司、上海莱睿企业管理合伙企业（有限合伙）与苏州纳芯微电子股份有限公司（“受让方”）于_____年____月____日签署的《股份转让协议》（“股份转让协议”）。本通知内的黑体术语应具有与股份转让协议中相同的含义。

根据股份转让协议第 3.01 款及第 3.03 款，本企业特此确认：

- (1) 内部批准。本企业已取得为完成本次股份转让所必要的内部决策批准，并向受让方提供其内部决策批准的证明文件；
- (2) 第三方批准及通知义务。本企业及目标公司已取得为完成交易文件项下拟议之交易所必要的所有相关第三方（包括但不限于浙江泰隆商业银行股份有限公司）的同意和批准；本企业及目标公司已按照适用法律之规定履行其就股份转让协议项下拟议之交易所需履行的各项通知义务；
- (3) 集团公司调整事项。集团公司已完成以下事项：
 - (i) 目标公司和矽睿科技就集团公司通过矽睿科技向华虹半导体采购晶圆事项已签署经受让方认可的合作协议，约定包括但不限于在矽睿科技向华虹半导体采购晶圆的合作期间，矽睿科技每季度向集团公司供应不低于 1,000 片晶圆，集团公司向矽睿科技的晶圆采购价格应不高于矽睿科技向华虹半导体采购该晶圆的价格的 1.25 倍，该等晶圆采购的其他各项交易条件应不劣于本次股份转让交割日前集团公司通过矽睿科技实施的晶圆采购的条件，该合作协议于本次股份转让交割日起生效；
 - (ii) 矽睿科技已出具解除集团公司员工方骏在矽睿科技任职的书面函件，方骏已不在矽睿科技担任任何职务，并在集团公司专职工作；集团公司员工均在集团公司专职工作，集团公司和矽睿科技之间人员独立，集团公司和矽睿科技之间不存在人员混用的情形；
 - (iii) 目标公司已召开股东大会审议通过对目标公司 2020 年和 2022 年股权

激励计划的修订，且该等修订内容已反映受让方的要求，同时前述股东大会亦已审议明确前述激励计划已规定但未执行落地的合计241万股激励股份不再执行并相应作废；

- (4) 声明、保证和承诺。本企业在交易文件中的陈述和保证在股份转让协议签署日是真实、准确、完整的且不具有误导性，且截止至第二笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在股份转让协议签署日作出的同等效力和效果，交易文件所含的应由转让方于第二笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (5) 无特定政府命令。任何政府部门均不存在任何未决的或可能采取的行动或程序，均未制定、发布、颁布、实施或通过任何法律或政府命令会导致任何交易文件所拟议之交易不合法或限制或禁止交易文件所拟议之交易；
- (6) 无法律程序或诉讼。不存在针对任何本企业、本企业关联方和集团公司的、已发生或可能发生的与交易文件项下的责任或义务的履行相关的诉求，并且该等诉求可能会限制交易文件所拟议之交易、或对该等交易的条款造成改变，或可能致使该等交易的完成无法实现或不合法，或可能构成重大不利影响；
- (7) 无重大不利变化。未发生任何对集团公司的业务、资产、负债、经营业绩、财务状况产生或基于合理的预测将产生重大不利影响的事项；
- (8) 目标股份已实缴且无负担。本企业持有的目标股份对应注册资本已全部实缴完成，不存在质押、冻结或其他任何影响目标股份转让的情形；
- (9) 首笔转让价款的支付已全部完成，且截至第二笔转让价款支付日，首笔转让价款支付条件均保持满足；
- (10) 股份转让协议第 3.03 款所规定的支付第二笔转让价款的全部条件已于____年____月____日全部满足。

顺颂商祺。

[下页为签字页]

(本页为《第二笔转让价款支付条件满足证明书》签字页)

【****】

(公章)

法定代表人/授权代表签字:

附录 5 第三笔转让价款支付条件满足证明书

致：苏州纳芯微电子股份有限公司

日期：_____年____月____日

敬启者：

本企业谨提及由上海矽睿科技股份有限公司、上海莱睿企业管理合伙企业（有限合伙）与苏州纳芯微电子股份有限公司（“受让方”）于_____年____月____日签署的《股份转让协议》（“股份转让协议”）。本通知内的黑体术语应具有与股份转让协议中相同的含义。

根据股份转让协议第 3.01 款及第 3.04 款，本企业特此确认：

- (1) 目标股份过户。目标公司已完成股东名册变更，将所有目标股份记载于受让方名下，且本企业、目标公司已向受让方提供加盖目标公司公章的变更后的目标公司股东名册原件；
- (2) 公司治理。本企业已配合受让方完成对目标公司董事会、监事会的改组；
- (3) 本企业已配合受让方完成集团公司财务系统等各类内部流程管理系统审批权限变更，由受让方和集团公司共同行使审批权限，矽睿科技不再拥有对集团公司的审批权限；
- (4) 矽睿科技已将其保管的集团公司的所有资料或文件（如有）交接给受让方指定人员，并由矽睿科技和受让方指定人员签署交接清单予以确认；
- (5) 针对矽睿科技销售集团公司产品事项，矽睿科技已将集团公司通过矽睿科技销售集团公司产品的全部代理商、经销商、客户的名录、资料、信息等全部移交给受让方，矽睿科技已配合受让方和集团公司进行该等业务的交接和转移；
- (6) 集团公司已按照与受让方确认的交接清单将集团公司交接资料或文件交接给受让方指定人员，并已由受让方指定人员签署交接清单予以确认，完成下列资料或文件的交接工作，转让方已积极配合完成交接工作：
 - (i) 集团公司在开户行预留财务人员或其他人员个人名章、以及其他与集团公司有关的所有印鉴，其中，法定代表人人名章由集团公司管理，财务章由受让方管理，其余章均由受让方和集团公司共同保管；

- (ii) 集团公司所有的财务资料以及财务、业务系统的操作权限，包括但不限于财务账册与账套数据、各类报表和辅助账、原始单据及凭证、税务申报材料、历年审计报告和调整底稿以及其他与公司经营相关的重要文件；
- (iii) 集团公司所有法律、商业、财务文件（包括但不限于董事会决议、股东（大）会决议、会议记录汇总、集团公司签署的各类经营合同、文件、材料）；集团公司各类证照原件由受让方和集团公司共同保管；
- (iv) 集团公司供应商、客户及其他与集团公司存在业务往来的全部主体的完整名录、资料、信息；

(7) 集团公司调整事项。集团公司已完成以下事项：

- (iv) 若目标公司因目标公司2020年12月资本公积及盈余公积转增股本时自然人股东未缴纳的个人所得税事项遭受损失的，该等损失金额应优先等额折抵集团公司对矽睿科技就位于上海市浦东新区海科路99号6号楼3楼租赁物业应付未付的租赁费用，若前述损失超出前述租赁费用的，就超出部分，本企业应向受让方补足，受让方有权在尚未支付的股份转让价款中扣减，但该等补足和扣减金额最多不超出受让方尚未支付的股份转让价款，若超出的，受让方确认仅以受让方尚未支付的股份转让价款抵扣，不再另行向转让方主张超出部分的损失；
- (v) 集团公司清理完成其与关联方及其相关方之间的非经营性资金往来（包括但不限于集团公司已清偿完毕与矽睿科技及其控制的主体之间的非经营性款项往来）及其与关联方及其相关方之间的超过正常账期的往来款项，本企业、受让方应积极配合完成前述清理工作；
- (vi) 针对集团公司通过矽睿科技香港子公司向集团公司供应商DB Hitek Co., Ltd支付的保证金，在DB Hitek Co., Ltd向矽睿科技香港子公司退还保证金后，矽睿科技将该等保证金以其当时收到的等额人民币保证金全额退还给集团公司；
- (vii) 就矽睿科技层面针对集团公司员工实施的股权激励形成受让方认可的员工退伙方案并签订相应协议，完成工商变更登记，集团公司员工不再直接或间接持有矽睿科技股份或其他权益工具；如因非矽睿科技原因导致无法完成前述退伙的，本企业、受让方同意另行协商解决方案并予以落实；

- (8) 声明、保证和承诺。本企业在交易文件中的陈述和保证在股份转让协议签署日是真实、准确、完整的且不具有误导性，且截止至第三笔转让价款支付日

也均应是真实、准确、完整的且不具有误导性，具有如同在股份转让协议签署日作出的同等效力和效果，交易文件所含的应由转让方于第三笔转让价款支付日或之前履行的承诺和约定均已得到履行；

- (9) 首笔转让价款和第二笔转让价款的支付已全部完成，且截至第三笔转让价款支付日，首笔转让价款支付条件和第二笔转让价款支付条件均保持满足；
- (10) 对于受让方在首笔转让价款支付日和第二笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (11) 股份转让协议第 3.04 款所规定的支付第三笔转让价款的全部条件已于____年____月____日全部满足。

顺颂商祺。

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(本页为《第三笔转让价款支付条件满足证明书》签字页)

【****】

(公章)

法定代表人/授权代表签字:

附录6 第四笔转让价款支付条件满足证明书

致：苏州纳芯微电子股份有限公司

日期：_____年____月____日

敬启者：

本企业谨提及由上海矽睿科技股份有限公司、上海莱睿企业管理合伙企业（有限合伙）与苏州纳芯微电子股份有限公司（“受让方”）于_____年____月____日签署的《股份转让协议》（“股份转让协议”）。本通知内的黑体术语应具有与股份转让协议中相同的含义。

根据**股份转让协议**第 3.01 款及第 3.05 款，本企业特此确认：

- (1) 本企业实现**股份转让协议**第 6.05 条(c)项约定的业绩承诺；
- (2) 在第三方名下的**集团公司**知识产权（包括但不限于**上海莱睿**名下的**集团公司**使用的注册和申请中的商标、方骏名下的**集团公司**使用的域名（详见**股份转让协议**附录 7 附件 2））已转让给**集团公司**，并登记于**集团公司**名下（如涉及登记）；
- (3) 首笔转让价款、第二笔转让价款和第三笔转让价款的支付已全部完成，且截至第四笔转让价款支付日，首笔转让价款支付条件、第二笔转让价款支付条件和第三笔转让价款支付条件均保持满足；
- (4) 对于受让方在首笔转让价款支付日、第二笔转让价款支付日和第三笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (5) **股份转让协议**第 3.05 款所规定的支付第四笔转让价款的全部条件已于_____年____月____日全部满足。

顺颂商祺。

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(本页为《第四笔转让价款支付条件满足证明书》签字页)

【****】

(公章)

法定代表人/授权代表签字:

附录 7

转让方的陈述和保证

转让方在此向受让方作出如下陈述和保证,该等陈述和保证在本协议签署日,并且截至首笔转让价款支付日、第二笔转让价款支付日、交割日期间的每一天(但明确说明在其他特定日期作出的陈述和保证则在該等特定日期)均应是真实、准确、完整的且不具有误导性。

第7.01款 行为能力和权限。对本企业而言:(a)本企业为依照中国法律正式组成、有效存续而且状况良好的企业,并且拥有全部所需的权力、权限和授权以及完全的法律能力,以签订交易文件,履行本企业在交易文件项下的义务并完成交易文件拟议的交易;(b)本企业签署和交付交易文件、履行本企业在交易文件项下的义务和完成交易文件拟议的交易,已取得了所有必要的授权和同意;(c)交易文件已由本企业正式签署并交付,而且(假定受让方已正式授权、签署并交付交易文件)交易文件构成本企业合法、有效和具有约束力的义务,并可按照其条款对本企业强制执行。

第7.02款 无冲突。本企业签署、交付和履行交易文件目前不会、且将来亦不会(a)违反或抵触任何适用的法律或政府命令(或者导致可能因该等法律或政府命令而产生重大不利影响的某一事件或一系列事件);(b)违反或抵触本企业章程/合伙协议的规定;或(c)抵触或导致违反本企业作为一方的或使本企业任何资产受约束或影响的任何合同、文件或安排,或构成其项下的违约,或授予他人任何终止、修改、加速履行、中止、撤销或取消该等合同、文件或安排的权利,或导致根据该等合同、文件或安排在任何本企业拟转让的目标股份上设置任何负担。

第7.03款 同意和批准。除需根据目标公司和浙江泰隆商业银行股份有限公司签署的《流动资金借款合同》取得浙江泰隆商业银行股份有限公司的同意以及为完成本次股份转让而需取得的工商主管部门的政府登记备案之外,集团公司和转让方就交易文件的签署、交付和履行以及完成本次股份转让,均不需要获得其他任何政府部门的政府批准或其他第三方主体(包括但不限于债权人)的任何同意、允许或授权,亦无需任何政府部门或其他主体采取任何行动或向任何政府部门或其他主体备案或发送通知。

第7.04款 目标股份。转让方拟向受让方转让的目标公司目标股份(“转让方目标股份”)由转让方无任何负担地各自合法持有且权属清晰,不存在股权代持,不存在任何直接或间接的有关在转让方目标股份或其权益上设置任何负担的任何协议、安排或义务,不存在任何主体享有与转让方目标股份或其权益有关的任何负担,不存在任何权属纠纷或潜在纠纷。转让方目标股份系转让方依法获得且已足额、按时缴纳了对应的全部认缴出资额;不存在任何使转让方有义务出售或转让任何转让方目标股份或转让方目标股份其他权益或其他权利的协议、安排或承诺。转让方进行本次股份转让不会违反任何优先购买权、共同出售权或类似权利的约定,且不受限于任何其他限制。本次股份转让完成后,受让方即可获得对转让方目标股份的完整有效且不涉及任何负担、诉求和主张限制的全部权利。

第7.05款 集团公司。

- (a) 每一集团公司均为依照注册地法律正式组成、有效存续而且状况良好的企业，均未停业或破产且未丧失偿债能力或在其债务到期时无法偿付债务，也未根据注册地法律进入清算或被接管程序，不存在任何就其清算、停业、宣告破产或其他类似事件被提出的申请、作出的命令、通过的有效决议或采取的其他行动。
- (b) 除了目标公司已在本附录 7 附件 1 披露的情况外，集团公司未在任何其他公司、企业、协会或其他实体中直接或间接拥有任何股权或其他权益；无任何集团公司担任合伙企业的合伙人或通过任何合伙企业从事业务的任何部分，亦无集团公司参与任何合资企业或类似安排，或在任何对外投资中承担无限责任。

第 7.06 款 资本结构。目标公司于本协议签署日的股本总额为 35,822,488 股，所有该等股份均已经适当授权、有效发行，且不附带任何额外的出资义务。所有集团公司的注册资本已全部缴足或根据法律及章程规定分期缴足，注册资本的缴纳完全符合适用法律和其章程的要求，且除因未到出资期限而未缴纳的出资外，其股东并无追加出资的义务。目标公司持有的各集团公司的股权均由目标公司无任何负担地持有。集团公司不存在任何与任何集团公司的股权或类似权益有关的、或使集团公司有义务发行或出售任何股权或权益，或导致其股本结构发生变化的任何性质的期权、认股权、可转换证券或其他类似权利的协议、安排或承诺（包括但不限于回购、回赎安排，授予或承诺授予任何集团公司员工或其他主体的期权或其他与股权有关的激励，或股权代持、表决权信托、股东协议、委托证书或其他协议）。特别地，集团公司不存在未授予完毕股权激励计划或任何预留股份作为股权激励，目标公司分别于 2020 年和 2022 年制定的股权激励计划项下未授予的 241 万股的激励股份已作废，不再执行。集团公司的设立、历次股权/股份变更及出资均已经根据适用法律的规定履行了必要评估、验资及审批/备案程序，且不存在可能会对集团公司造成损失的任何争议和诉求。

第 7.07 款 遵守法律。除目标公司 2020 年 12 月资本公积及盈余公积转增股本时自然人股东未缴纳个人所得税外，所有集团公司均遵守所有适用的法律，并按照所有适用的法律和政府命令从事业务，没有在业务经营中违反任何法律或政府命令，被行政机关处以行政处罚。每一集团公司均拥有所有从事其现有业务经营所必要的政府批准，均没有违反该等政府批准，所有该等政府批准均完全有效，且不存在可能导致该等政府批准无效或被撤销的情形。

第 7.08 款 许可。每一集团公司均拥有所有从事其现有业务经营所必要的许可、执照、注册、登记和任何类似的许可（“许可”），均没有违反该等许可，且所有该等许可及认证均完全有效，且已依照法律要求及现有业务开展需要更新该等许可的登记事项，没有任何情况表明该等许可及认证可能会被变更、撤销或于到期日无法获得续展。

第 7.09 款 诉求。

- (a) 不存在由任何集团公司或转让方提起的或针对任何集团公司或转让方提起的与业务或以其他方式与任何集团公司有关的或影响任何集团公司的资产或财产或业务的任何待决诉求或潜在的诉求。任何集团公司或其资产或财

产均不受任何可能造成重大不利影响的任何政府命令的约束，亦不存在任何潜在的由任何政府部门发布的该等政府命令。

- (b) 不存在针对任何**转让方**或**集团公司**的已发生或可能发生的**诉求**，并且该等**诉求**合理预计将会限制本次**股份转让**、或对本次**股份转让**的商业条款造成改变，或可能致使本次**股份转让**无法完成；任何**转让方**、**集团公司**不受任何影响或可能影响本协议或任何**交易文件**的合法性、有效性或可强制执行性或**交易文件**所拟议交易的完成的**政府命令**的约束。

第7.010款 合同。集团公司的每一份合同均：

- (a) 合法成立，对该等合同的各方具有约束力，并且具有完全的效力；
- (b) 在**交易文件**拟议的交易完成后，应继续完全有效且不会因本次**股份转让**产生**重大不利影响**。**集团公司**不存在严重违反任何合同的**违约行为**。不存在任何合同项下的任何其他方严重违反该等合同的**违约行为**。**集团公司**所签署的合同均价格公允，不存在**关联方**通过重大不合理定价补贴**集团公司**或损害**集团公司**权益的情形。**集团公司**未签署限制或禁止其与**受让方**及/或其**关联方**开展**业务**或**资本合作**的任何协议。**集团公司**均已经就其**业务经营**所需的各项**业务合作**、**资源支持**及**业务往来**适当签署**书面合同**，该等合同真实反映了各签约方的商业安排。
- (a) 不存在任何**集团公司**作为一方的、并可能对**受让方**或其**关联方**形成限制的任何**不竞争协议**或其他类似承诺。
- (b) **集团公司**与其**客户**、**经销商**、**代理商**、**供应商**之间的交易均：(i)定价公允；(ii)不存在侵害各**集团公司**合法权益的情形，也不存在一方为另一方代垫成本费用或进行利益输送等类似情形。

第7.11款 不竞争；关联交易。

- (c) 除上会会计师事务所（特殊普通合伙）出具的目标公司审计报告（上会师报字(2024)第9851号）披露的关联交易之外，任何**集团公司**和**集团公司**股东、董事、监事、高级管理人员及其**关联方**之间无任何其他关联交易。现有关联交易(i)具有必要性和真实商业意图，(ii)不侵害**集团公司**和其他目标公司股东的合法权益且履行了适当的审批程序，(iii)定价公允。
- (d) 除**矽睿科技**为**集团公司**的客户、供应商外，**矽睿科技**及其控制的主体、目标公司其他现有股东、目标公司董事、监事、高级管理人员以及前述人员的近亲属（“**核心关联方**”）未在任何竞争者、或**集团公司**的任何**供应商**或**客户**或**经销商**中拥有任何直接或间接的**财务权益**或其他**关联关系**；除**集团公司**使用的**商标**在**上海莱睿**名下，使用的**域名**在**方骏**名下外，**核心关联方**未直接或间接地拥有任何**集团公司**用于经营**业务**或以其他方式使用的任何有形或无形财产，或在其中拥有任何其他权益。

第7.012款 资产。

- (a) 集团公司拥有、租赁或者享有合法权利使用所有目前在其从事业务的过程中使用或者拟使用的资产（包括知识产权、不动产、设备、存货、预付账款及其他动产、长期股权投资、合同权利及其他资产等），该等资产上不存在任何负担，不存在导致或产生上述权利负担的任何协议或承诺，且没有任何人有权提出对上述权利负担的主张。集团公司不存在自有不动产。
- (b) 出租人（作为一方）与集团公司（作为另一方）之间的每份租约，(i)其在适用法律项下根据其条款系有效、具有约束力和可执行性；(ii)其出租方为租赁不动产的所有人或经租赁不动产所有权人合法授权而有权出租租赁不动产；(iii)不存在该等租约项下的违约事件，或与该等租约有关的任何争议、纠纷或索赔；(iv)租赁不动产不存在任何影响集团公司正常持续合理使用的负担。
- (c) 不存在与任何集团公司的不动产有关的对任何法律的违反。转让方已提供有关各集团公司使用和租赁各租赁不动产的各项协议，集团公司可占有和使用该等不动产，而且不存在任何合同或法律限制其以目前之方式使用该等不动产的能力。
- (d) 集团公司拥有、租赁或者享有合法权利使用所有目前在其从事业务的过程中使用或者拟使用的资产不存在少记或漏记减值损失等行为，就目前可知的范围内不存在任何减值迹象，不存在需要计提减值准备的情形。

第7.013款 知识产权和技术。

- (a) 除集团公司使用的商标在上海莱睿名下，使用的域名在方骏名下外，集团公司是集团公司所有和/或使用的知识产权的合法所有人，拥有其全部权利和权益，该等知识产权上不存在任何负担，集团公司有权在其持续的业务经营中不受限制地（集团公司■为与电子科技大学共有知识产权受到的适用法律要求的法定限制除外）使用其所有拥有所有权的知识产权。集团公司正常生产经营所需的商标申请和专利申请，不存在冲突的在先申请或其他可能影响申请成功的情形。
- (b) 集团公司就许可知识产权拥有有效的许可使用权，许可知识产权的许可方拥有所有必要的权利和授权将许可知识产权许可给相关集团公司使用。特别地，转让方对目标公司和转让方于2017年3月13日签署的《产品技术使用权转让及委托生产协议》项下第一代磁编码器（磁编码器 ASIC (MAZU1) &AMR 角度传感器芯片 (QMG103) &AMR 高压磁开关 IC (QMG102) &AMR 低功耗磁开关 IC (QMG101)）技术拥有包括使用权、所有权在内的完整权利，该技术不存在任何侵犯其他第三方权利的情形。于前述协议签署日至今，目标公司合法有效地使用第一代磁编码器技术，且拥有目标公司在该技术基础上研发的后续磁编码器技术包括使用权、所有权在内的完整权利。
- (c) 除中山市麦歌恩电子产品有限公司外，集团公司其他经销商、客户不存在使用“麦歌恩”名义从事相关业务活动的情况。

- (d) 集团公司知识产权是有效的和可强制实施的，其中没有任何部分被判定无效或不可强制实施。每一项在政府部门注册的集团公司知识产权均符合所有的适用法律，并且为维持该等知识产权完全有效而必须作出或采取的所有报备、付款和其它行为均已作出或采取。集团公司将采取积极措施（包括及时续缴年费等）以确保其在政府部门注册的任何知识产权在本协议签署日之后的十二(12)个月内不会失效或到期。
- (e) 除集团公司使用的商标在上海莱睿名下，使用的域名在方骏名下，以及与电子科技大学共有专利外，集团公司没有授予（口头或书面）任何第三方有关集团公司知识产权的许可或其他权利，亦不存在集团公司知识产权的所有权或使用权对外转让、与第三方共享、放弃、未及时缴纳年费、设置质押等权利负担等情形。交易文件的签署、交付和履行以及交易文件项下拟议之任何交易的完成，均不会改变或严重损害集团公司的知识产权。
- (f) (i)集团公司业务的经营、集团公司知识产权、许可知识产权的使用不会与任何第三方主体的知识产权相冲突，也没有侵犯或盗用任何第三方主体的知识产权，并且没有任何主张前述情况的未决或潜在诉求；(ii)没有任何主体正在从事侵犯任何集团公司知识产权的任何活动；(iii)集团公司知识产权没有受到限制其使用或者损害其有效性或可强制实施性的政府命令、第三方权利或合同义务的约束。
- (g) 各集团公司的董事、高级管理人员、技术人员、关键员工和顾问负有为集团公司之利益对其在雇用过程中获得的所有机密和专有信息进行保密的书面义务，且在其受雇于任何集团公司期间在其雇用范围内由其作出的所有发明的所有权利、权属和所有权归属于雇用其的集团公司所有。
- (h) 集团公司目前所签署的合同中没有任何关于知识产权的规定会对集团公司现在以及未来的业务运营产生重大不利影响。除与电子科技大学共有专利外，不存在约定集团公司参与形成的知识产权成果归属于第三方或由公司与第三方共有的合同。集团公司签署的合同中，均按照正常商业惯例设置了知识产权、专有技术及其他商业秘密保护条款。

第7.014款 保险。每一集团公司，目前并且自过去三年来一直按适用法律要求且符合行业习惯和惯例，为对其业务和运营重要的资产投保财产保险（包括但不限于一般责任险、一切财产险和工伤保险）。

第7.015款 税务。

- (a) 每一集团公司自成立至今，遵守适用的税务法律的规定，未受到过税务处罚；
- (b) 除目标公司2020年12月资本公积及盈余公积转增股本时自然人股东未缴纳的个人所得税外，(i)所有按照适用的税务法律要求必须提交的有关集团公司税金的纳税证明和报告均已按照适用的税务法律按时提交并获取；(ii)所有要求在该等纳税证明和报告上显示的或以其他方式到期的税金均已按时支付，并不存在其他欠缴、少缴或漏缴且未补缴该等税金的情况，而且集

团公司资产负债表上计提的税金已足额反映了集团公司所有纳税义务已发生但尚未到期支付的税务责任；(iii)所有该等纳税证明和报告记载的计税依据、扣除项目、应税所得额、适用税率、税金及允许税前扣除项目等涉税项目均不存在虚假或不符合适用法律的情形；(iv)任何税务部门均未提议就该等纳税证明和报告作出调整；(v)据转让方了解的信息目前不存在其他任何未决的或潜在的对集团公司提起的有关涉税调查、涉税审计、评定或收取税金的诉讼或程序；(vi)据转让方了解的信息目前集团公司不存在正在履行的任何目的在于避税的交易或为避税目的任何合同；(vii)就支付给或应偿还任何员工、债权人、股东或其他主体的任何款项，集团公司按照适用的税务法律的要求已履行代扣代缴义务和按时扣缴应扣缴的税金；(viii)集团公司的任何资产上均未设置任何税收优先权；(ix)自成立至今，集团公司均未违反适用税务法律规定的转让定价规定，集团公司与关联方的所有交易均遵守独立交易原则；(x)集团公司不会因本次股份转让完成前发生会计方法改变而造成在本次股份转让完成后的应税期间内发生增加应税所得或减少扣除项目；(xi)各转让方已就其自目标公司设立以来历次转让公司股权/股份所适用的税金、依照适用法律的规定及时履行了各项纳税申报和缴纳义务；

- (c) 自成立至今，集团公司获得所有的税务或其他财政优惠、补贴或奖励政策的获得均遵守适用的法律、不会在未来因不实际符合条件或未满足特定承诺而需要补缴或退还、且除非相关法律或政府部门的政策发生变化，将持续有效。

第7.016款 财务报表。集团公司的财务报表的编制符合适用的法律、财务和中国会计准则的要求。集团公司提供的全部财务文件或说明及其内容均为真实、完整和准确，真实、准确、完整地反映了集团公司截止报表日或报表日所涵盖期间的财务及经营状况，在任何方面不具误导性。集团公司不存在任何未在财务报表上体现或披露的实际、或有债务，不存在账外收入、账外负债、股东或员工等第三方占用公司资金、内部控制漏洞等问题。特别地，集团公司曾存在的通过第三方主体发放薪酬、奖金以及资金占用问题均已全部妥善解决，不存在对集团公司的负债、或有负债以及集团公司会因此承担责任或受到损失的情形。

第7.017款 无特定变化。自2023年12月31日以来，各集团公司均以与过去惯例相一致的方式正常经营业务，没有发生或经合理预计会发生导致对集团公司造成重大不利影响的任何事件、变化或情况，也未采取其他可能对本协议项下拟议之交易带来任何现实或潜在重大不利影响的其他行动。

第7.018款 特定合规事项。

- (a) 各集团公司并未在业务中聘请各集团公司外部代表开展实质性经营，各集团公司及其董事、高级管理人员、关键员工遵守中国以及适用的其他国家的反腐败法律，均不存在实质违反反腐败法律的行为。
- (b) 各集团公司及其董事、高级管理人员、关键员工未曾提出支付、承诺支付或授予支付任何金钱、或者提出给予、赠与、承诺给予或授予任何有价之物给任何政府官员；集团公司及其董事、高级管理人员、关键员工未曾且将来亦不会就本次股份转让，作出任何会导致受让方或其任何关联方违反反

腐败法律的行为。

- (c) 任何政府官员或政府部门目前在任何集团公司都没有直接或间接利益，并且在目标公司及在本协议下受让方支付给转让方的股份转让价款中没有任何法定或实益权益。
- (d) 集团公司具有且将继续保持符合反腐败法律和公认会计准则的、完整和准确的财务账簿和记录及有效内控措施，合理确保其账簿公允准确地反映相关交易。
- (e) 集团公司的运营开展始终遵守反洗钱法律的有关财务记录及报告要求。并无任何未决的或可能发生的、由或向任何政府部门提起的诉讼涉及任何集团公司，且与反洗钱法律相关。

第7.019款 员工。

- (a) 各集团公司均遵守所有有关雇用或劳动关系的适用法律，包括但不限于有关劳动合同、最低工资、社会保险以及职业病防治方面的法律。集团公司均已及时作出了以下行为：(i) 预提了适用法律要求必须从集团公司员工处预扣的全部款项，并支付给了相应的政府部门，包括但不限于预提并代扣代缴了该集团公司员工应缴纳的所有的个人所得税和社会保险份额；(ii) 向相应的政府部门支付了适用法律或主管政府部门要求支付的所有员工的社会保险份额；及(iii)向每位集团公司员工支付并提供了因适用的劳动法律和适用于该集团公司员工的劳动条款所要求支付的薪金、离职费和其他应付报酬；及(iv)已完成并保持合法有效的社会保险登记。
- (b) 除截至本协议签署日目标公司已经向受让方披露的2020年和2022年制定的股权激励计划外，各集团公司未制定或实行任何其他与股权、期权或类似权益相关（无论该等股权、期权或类似权益是否与任何集团公司股权或类似所有者权益相关）的员工激励计划；各集团公司均不是任何其他激励计划、奖金计划、利润分享计划、退休计划或其他员工报酬或激励协议或安排的一方或受其约束（但集团公司在其正常经营中向员工发放薪酬、年度奖金、专项考核机制奖金、绩效考核奖金除外）。
- (c) 各集团公司和其员工之间不存在任何正在进行中的或可能发生的罢工或集体性劳动纠纷。集团公司的员工不属于任何与集团公司就雇用关系进行谈判的集体谈判组织。
- (d) 任何集团公司的关键员工均没有向集团公司提出终止与集团公司之间的劳动关系，该集团公司也没有计划要终止雇用其关键员工。在遵守有关不当终止员工劳动关系的一般原则以及适用的劳动法律的前提下，集团公司可以自行决定终止雇用任一员工。
- (e) 没有任何集团公司员工或用工违反其对原就职单位所负的任何有效期内的或尚未届满的保密义务、竞业禁止义务及其他对其有约束力的劳动人事相关义务或责任。

(f) 于本协议签署日，除方骏外，集团公司其他员工均在集团公司专职工作。且于交割日起，集团公司员工均在集团公司专职工作，集团公司和砂睿科技之间人员独立，不存在人员混用的情形。

第7.020款 第三方回款。集团公司的所有第三方回款均是真实必要且合理有效的，符合相关合同的约定并切实履行的，也不存在任何虚构交易或调节账龄的情形。集团公司及其董事、监事、高级管理人员以及关联方与第三方回款的支付方不存在任何关联关系或财务利益安排。不存在任何未决或潜在的、由于第三方回款所导致的货款归属纠纷或其他争议情况。

第7.021款 应收账款。除已在财务报表中拨备（如有）的款项外，财务报表中反映的所有应收账款均是在与过去惯例相符的正常业务经营中发生的，集团公司对于所有与业务相关的应收账款，拥有有效的且各集团公司可以对此执行的请求权，并可在通常的应收期间内及通常的业务过程中收回。

第7.022款 客户。任何集团公司未收到任何来自重要客户的通知，表明在该次交割日之后的任何时候将停止使用该集团公司的产品或服务，或实质性减少对该产品或服务的使用。集团公司亦无任何理由认为上述情况有可能发生或本协议项下拟议的交易会导致上述情况的发生。

第7.023款 产品质量。集团公司出售的产品不存在重大产品质量瑕疵，也不存在第三方主体针对集团公司提起的与集团公司产品存在重大质量瑕疵相关的投诉、纠纷、召回、重大事故或其他类似法律程序或诉求。除正常业务经营中发生的符合商业惯例的退换货之外，集团公司均没有接受其客户持有的存货或商品退货的义务或责任。

第7.024款 充分披露。交易文件、或根据交易文件向受让方交付的任何信息、文件和材料，或在受让方就交易文件谈判的过程中转让方自身或委托他人向受让方或其代表以口头或书面形式提供的任何信息、文件和材料均是真实的、完整的、准确的和不具有误导性的。与本次股份转让有关的可能产生重大不利影响的任何事实转让方已经向受让方充分披露，并无任何对任何集团公司或本次股份转让具有（或可能在未来具有）重大不利影响、但并未在交易文件中披露的事实或不真实陈述。

附录 7 附件 1：集团公司对外投资清单

序号	被投资主体名称	注册资本 (万元/人民币)	集团公司持股情况
1	深圳麦歌恩科技有限公司	2,000	目标公司持股 100%
2	重庆睿歌微电子有限公司	2,000	目标公司持股 100%
3	深圳麦歌恩微电子有限公司	200	目标公司持股 100%

序号	被投资主体名称	注册资本 (万元/人民币)	集团公司持股情况
4	麦歌思电子(上海)有限公司	196.2624	目标公司持股 100%

附录 7 附件 2: 在第三方名下的集团公司知识产权清单

(一) 上海莱睿注册商标

序号	注册人	商标	注册类别	注册号	有效期	取得方式
1	上海莱睿		9	8909353	2021.12.14- 2031.12.13	继受取得 ^注
2	上海莱睿	麦歌思	9	62432002	2022.7.28- 2032.7.27	原始取得
3	上海莱睿	MagnaTek	9	71257537	2024.1.28- 2034.1.27	原始取得

(二) 上海莱睿申请中的商标

序号	申请人	商标	注册类别	注册号	申请日	商标状态
1	上海莱睿	麦 歌 思 <small>注: 图形文字 注册类别</small>	9	62433239	2022.1.27	驳回复审中
2	上海莱睿	MagnaTek	9	62429436	2022.1.27	驳回复审中

(三) 域名

序号	域名	主办单位名称	ICP备案号	域名持有者	注册日期	到期日期
1	magntek.com.cn	麦歌思电子 (上海)有限公司	沪 ICP 备 14023536 号-1	方骏	2009.6.9	2029.6.9
2	magntek.cn			方骏	2009.6.9	2029.6.9

附录 8 受让方的陈述和保证

受让方在此向转让方作出如下陈述和保证，该等陈述和保证在本协议签署日，并且截至首笔转让价款支付日、第二笔转让价款支付日、交割日期间的每一天（但明确说明在其他特定日期作出的陈述和保证则在該等特定日期）均是真实、准确、完整的且不具有误导性。

第8.01款 组织和权限。其为依照中国法律正式组成、有效存续而且状况良好的企业，并且拥有全部所需的权力、权限和授权以及完全的法律能力，以签订交易文件，履行其在交易文件项下的义务并完成交易文件拟议的交易。其签署和交付交易文件、履行其在交易文件项下的义务和完成交易文件拟议的交易，已经通过其采取所有必需的内部批准而获得了正式授权。交易文件已由其正式签署并交付，而且（假定转让方已正式授权、签署并交付交易文件）交易文件构成其合法、有效和具有约束力的义务，并可按照其条款对其强制执行。

第8.02款 无冲突。其签署、交付和履行交易文件目前不会、且将来亦不会(a)违反或抵触其章程或其他组织文件的规定或与之相冲突，或(b)违反或抵触任何适用的法律或政府命令。

附录 9
通知方式

若发给上海矽睿科技股份有限公司：

地址：上海市定西路 1328 号 3 楼

邮政编码：200050

收件人：顾孝成

电话：18217781716

电子邮件：kelvin_gu@qstcorp.com

若发给上海莱睿企业管理合伙企业（有限合伙）：

地址：上海浦东新区张江海科路 99 号 6 号楼 3 层

邮政编码：201204

收件人：方骏

电话：13816697581

电子邮件：glenn.fang@magntek.com.cn

若发给苏州纳芯微电子股份有限公司：

地址：苏州工业园区金鸡湖大道 88 号人工智能产业园 C1 栋 5F

邮政编码：215000

收件人：禹思捷

电话：15858377793

电子邮件：sijie.yu@novosns.com

附录 10

关于集团公司域名使用的承诺函

方骏（中国籍自然人，身份证号码为 31010619781209163X，“承诺人”）于 2024 年__月__日出具《关于集团公司域名使用的承诺函》（“本承诺”），具体如下：

鉴于：

1. 上海麦歌恩微电子股份有限公司（“目标公司”）为一家依照中国法律组建和存续的股份有限公司（目标公司和在目标公司合并报表范围内的所有主体中的任一或所有成员称为“集团公司”）。

2. 上海矽睿科技股份有限公司、上海莱睿企业管理合伙企业（有限合伙）（“转让方”）与苏州纳芯微电子股份有限公司（“受让方”）于____年__月__日签署了关于目标公司股份转让的《股份转让协议》（“股份转让协议”），约定转让方将其合计持有的目标公司 24,460,367 股股份（约占股份转让协议签署日目标公司总股本的 68.2822%， “目标股份”）转让给受让方（“本次股份转让”），目标公司股东名册将全部目标股份记载于受让方名下之日为交割日（“交割日”）。

3. 承诺人持有集团公司使用的如下域名：

序号	域名	主办单位名称	ICP 备案号	域名持有者	注册日期	到期日期
1	magntek.com.cn	麦歌恩电子 (上海)有限公司	沪 ICP 备 14023536 号-1	方骏	2009.6.9	2029.6.9
2	magntek.cn			方骏	2009.6.9	2029.6.9

基于上述，承诺人自愿在此就集团公司使用上述承诺人持有的域名作出如下不可撤销的声明和承诺：

- 1、承诺人同意并确认，授权集团公司于本次股份转让交割日前无偿独占使用承诺人持有的集团公司使用的前述域名；且承诺人自愿且不可撤销地承诺，授权集团公司于本次股份转让交割日起一（1）年内无偿独占许可使用前述域名；前述授权期限届满后，承诺人将与集团公司另行协商授权使用方式。
- 2、承诺人同意并确认，在受让方收购目标公司除目标股份以外的全部剩余股份后，前述域名将无偿转让给集团公司，并登记于集团公司名下（如涉及登记）。
- 3、本承诺自承诺人签署之日起生效。本承诺一式五（5）份，其中，承诺人持一（1）份、目标公司持二（2）份及受让方持二（2）份，每份具有同等法律效力。
- 4、本承诺为股份转让协议的一部分，且股份转让协议的第 6.06 款（保密）、第 9.010 款（适用法律和争议解决）均适用于本承诺。

承诺人：方骏（签字）：

2024 年 月 日

2024-10-14

财产份额转让协议之补充协议

由

方骏、魏世忠、朱剑宇、姜杰等 28 名自然人

与

苏州纳芯微电子股份有限公司

苏州纳星创业投资管理有限公司

签署

日期：2024 年 10 月 14 日

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财产份额转让协议之补充协议

本财产份额转让协议之补充协议（“本补充协议”）由以下各方于2024年10月14日（“签署日”）签订：

转让方：

序号	姓名	国籍	身份证号码
1	方骏	中国	31010619781209163X
2	徐进梅	中国	34082719870103232X
3	魏世忠	中国	310106198304242811
4	朱剑宇	中国	510105197802181050
5	姜杰	中国	330402197910080015
6	姜波	中国	321081198206220114
7	赖华平	中国	36213119801005007X
8	贾斌	中国	310115198002230416
9	杨世霞	中国	41010319821210706X
10	陈志卿	中国	310115198812012517
11	黄冠中	中国	420106198701078416
12	杨鹤俊	中国	310115198411100938
13	李琪	中国	620502199303232973
14	金星	中国	342921198611174219
15	卢家桥	中国	522722198411120813
16	孟永号	中国	410526198505054877
17	孙伟	中国	340122198802203917
18	张囚	中国	341124197805063875
19	于玮玮	中国	321002198009041218
20	陈旭骅	中国	310103199101125039
21	邵江先	中国	340121199107122515
22	袁海军	中国	310230198903151052
23	沈霄	中国	310107199509140035
24	许绍谊	中国	350725198508204015
25	曹永健	中国	32068119881028081X
26	冉隆平	中国	51122219830807031X
27	矫正国	中国	370785198707290673
28	方军	中国	310109196901254837

受让方：

序号	名称	住所	统一社会信用代码
1	苏州纳芯微电子股份有限公司 （“纳芯微”）	苏州工业园区东荡田巷9号	9132059406948076X3

序号	名称	住所	统一社会信用代码
2	苏州纳星创业投资管理有限公司 （“纳星投资”）	中国（江苏）自由贸易试验区苏州片区苏州工业园区苏虹东路183号东沙湖基金小镇14栋301室	91320594MA7HP3755D

在本补充协议中，序号1至28的转让方合称为转让方，单独称“每一转让方”；纳芯微和纳星投资合称为受让方，单独称“每一受让方”；转让方和受让方可合称为“各方”，或单独称为“一方”。

序言

鉴于，上海莱睿企业管理合伙企业（有限合伙）（“上海莱睿”）和上海留词企业管理合伙企业（有限合伙）（“上海留词”，和上海莱睿单称或合称为“标的企业”）为依照中国法律组建和存续的有限合伙企业，分别持有上海麦歌思微电子股份有限公司（“目标公司”）629.0457万股、707.7370万股股份。于本补充协议签署日，上海莱睿的出资总额为1,918.2142万元，方骏为上海莱睿的普通合伙人，序号2至27的转让方为上海莱睿的有限合伙人，上海莱睿出资结构如本补充协议附录1所示。于本补充协议签署日，上海留词的出资总额为179.7350万元，方骏为上海留词的普通合伙人，序号2至3和序号28的转让方为上海留词的有限合伙人，上海留词出资结构如本补充协议附录1所示。

鉴于，2024年6月21日，方骏、朱剑宇、魏世忠和姜杰与纳芯微签署《财产份额转让协议》（“原协议”）约定朱剑宇和姜杰合计向纳芯微转让其持有的上海莱睿259.1993万元的财产份额（约占原协议签署日上海莱睿出资总额的13.5126%），方骏和魏世忠拟合计向纳芯微转让其持有的上海留词78.7589万元的财产份额（约占原协议签署日上海留词出资总额的43.8195%）。

鉴于，经相关方友好协商，拟对原协议项下交易方案进行调整，调整后，方骏作为上海莱睿的普通合伙人向纳芯微的全资子公司纳星投资转让其持有的上海莱睿166.225万元的财产份额（约占本补充协议签署日上海莱睿出资总额的8.6811%）；序号2至27的转让方作为上海莱睿的有限合伙人向纳芯微转让其合计持有的上海莱睿1,401.0712万元的财产份额（约占本补充协议签署日上海莱睿出资总额的59.340%）；方骏作为上海留词的普通合伙人向纳星投资转让其持有的上海留词101.350万元的财产份额（约占本补充协议签署日上海留词出资总额的56.2690%）；序号2至3和序号28的转让方作为上海留词的有限合伙人向纳芯微转让其合计持有的上海留词78.6000万元的财产份额（约占本补充协议签署日上海留词出资总额的43.7310%）（合称为“本次份额转让”）。每一转让方各自向每一受让方转让的标的企业目标财产份额的数量如本补充协议附录2所示。

鉴于，2024年6月21日，上海矽睿科技股份有限公司（“矽睿科技”）、上海莱睿与纳芯微签署了关于目标公司股份转让的《股份转让协议》（“股份转让协议”），约定矽睿科技和上海莱睿将其合计持有的目标公司24,60,367股股份（约占股份转让协议签署日目标公司总股本的68.2822%）转让给纳芯微（“股份转让”）；股份转让完成后，矽睿科技不再直接持有目标公司股份，且矽睿科技从上海莱睿减资退伙，不再通过上海莱睿间接持有目标公司股份。

本次份额转让和股份转让完成，转让方不再持有上海莱睿和上海留词的财产份额并从上海莱睿和上海留词退伙，纳芯微将直接持有并作为上海莱睿和上海留词的有限合伙人，纳芯微的全资子公司纳星投资将作为上海莱睿和上海留词的普通合伙人，通过上海莱睿和上海留词间接持有目标公司股份，纳芯微成为目标公司控股股东并取得目标公司控制权。

考虑到前述的事实陈述以及本补充协议下文中载明的相互约定和承诺，各方达成如下约定，作为对原协议的补充：

第一条 定义

第101款 定义词语

本补充协议中，除上下文另有定义外，所使用的术语含义如附录3所示。

第102款 其他解释性规定

在本补充协议中，除非另有规定或语境另有要求：

- (a) “本补充协议的”、“本补充协议中的”、“本补充协议项下的”以及类似词语，均指本补充协议整体，而非指本补充协议的任何特定条款；提及任何附录、附表、条款和子条款时均指本补充协议的附录、附表、条款和子条款，除非另行指明。
- (b) “包括”一词不具有限制性。
- (c) 本补充协议的目录及标题仅为方便援引而设，不应以任何方式影响本补充协议的释义。
- (d) 本补充协议中定义的所有名词在依据本补充协议而准备的任一证明或其他文书中使用时，应具有本补充协议所定义之含义，除非在上述证明或文书中另有定义。
- (e) 本补充协议中提及的任何法律、协议、文书或其他文件系指不时修订、补充或修改的协议、文书或其他文件。

- (f) “书面”、“书面的”及类似术语系指印刷、打印或其他可视的复制方式（包括电子媒介）。
- (g) 本补充协议应被理解为由各方共同起草，不得以本补充协议任何条款系由某一方起草为由而引起有利于或不利于任何对方的假定或举证责任。

第二条 财产份额转让

第2.01款 财产份额转让

根据本补充协议的条款和条件，转让方将通过协议转让的方式向受让方转让标的企业财产份额，其中方骏作为上海莱睿的普通合伙人向纳芯微的全资子公司纳星投资转让其持有的上海莱睿 166.5223 万元的财产份额（约占本补充协议签署日上海莱睿出资总额的 8.6811%）；序号 2 至 27 的转让方作为上海莱睿的有限合伙人向纳芯微转让其合计持有的上海莱睿 1,140.0712 万元的财产份额（约占本补充协议签署日上海莱睿出资总额的 59.4340%）；方骏作为上海留词的普通合伙人向纳星投资转让其持有的上海留词 101.1350 万元的财产份额（约占本补充协议签署日上海留词出资总额的 56.2690%）；序号 2 至 3 和序号 28 的转让方作为上海留词的有限合伙人向纳芯微转让其合计持有的上海留词 78.6000 万元的财产份额（约占本补充协议签署日上海留词出资总额的 43.7310%）（合称为“目标财产份额”），受让方将受让目标财产份额。每一转让方各自向每一受让方转让的标的企业目标财产份额的数量如本补充协议附录 2 所示。本次份额转让完成后，标的企业出资结构如本补充协议附录 1 所示。

第2.02款 财产份额转让价款

- (a) 根据上海东洲资产评估有限公司出具的《苏州纳芯微电子股份有限公司拟现金收购上海麦歌恩微电子股份有限公司股权所涉及的上海麦歌恩微电子股份有限公司股东全部权益价值资产评估报告》（东洲评报字【2024】第 1144 号），以 2023 年 12 月 31 日为评估基准日（“评估基准日”），目标公司股东全部权益价值为 100,000 万元。经各方协商一致并同意，本次份额转让的财产份额转让价款按照目标公司整体（即对应 100%目标公司股份）估值 10 亿元确定，受让方应向转让方支付的财产份额转让价款合计为 317,178,443.89 元（“财产份额转让价款”），每一受让方应向每一转让方支付的财产份额转让价款金额如本补充协议附录 2 所示。
- (b) 转让方确认，自原协议签署日（2024 年 6 月 21 日）至本补充协议签署日期间，不存在标的企业以现金形式完成利润分配，或通过有效决议宣告利润分配但尚未实际支付目标财产份额相关利润的情形。

各方同意，于本补充协议签署日至目标财产份额交割日期间，若标的企业

以现金形式完成利润分配，除非目标财产份额相关的现金利润分配由受让方实际收取，否则本补充协议项下的财产份额转让价款应按下列公式相应调整：

调整后的财产份额转让价款等于：财产份额转让价款减去（目标财产份额数量与每股税前分红金额的乘积）

为免疑义，于本补充协议签署日至目标财产份额交割日期间，标的企业已通过有效决议宣告利润分配但尚未实际支付的目标财产份额相关利润由受让方享有。

第三条 财产份额转让价款的支付和转让过户

第3.01款 财产份额转让价款的支付

(a) 财产份额转让价款应按照如下约定支付：

a) 转让方对应的前三笔财产份额转让价款支付

(i) 于本补充协议签署日，受让方根据原协议第3.01款已向转让方支付的款项（即受让方根据原协议已于2024年7月5日向方骏、朱剑宇、魏世忠和姜杰分别支付的7,261,539.18元、1,674,925.54元、1,395,771.28元、697,885.64元）自动转为本补充协议项下的首笔转让价款（“首笔转让价款”）。

首笔转让价款实际支付日（2024年7月5日）在本补充协议下即视为首笔转让价款支付日。

(ii) 受让方应在本补充协议第3.02款载明的各项条件被证明得以满足或被受让方书面豁免之日起的十(10)个工作日内，将本补充协议附录2所示的应支付给每一转让方各自的第二笔转让价款金额（“第二笔转让价款”）支付至每一转让方指定的银行账户，首笔转让价款和第二笔转让价款合计支付至财产份额转让价款总额的30%。

受让方向每一转让方指定的银行账户支付第二笔转让价款之日在本补充协议下被称为“第二笔转让价款支付日”。

(iii) 受让方应在本补充协议第3.03款载明的各项条件被证明得以满足或被受让方书面豁免之日起的十(10)个工作日内，将本补充协议附录2所示的应支付给每一转让方各自的第三笔转让价款金额（“第三笔转让价

款”)支付至每一转让方指定的银行账户,第三笔转让价款金额为财产份额转让价款总额的30%。

受让方向每一转让方指定的银行账户支付第三笔转让价款之日在本补充协议下被称为“第三笔转让价款支付日”。

b) 转让方对应的剩余财产份额转让价款支付

(i) 方骏、徐进梅和方军的剩余财产份额转让价款支付

- i) 受让方应在本补充协议第3.04款载明的各项条件被证明得以满足或被受让方书面豁免之日起的十(10)个工作日内,将本补充协议附录2所示的应支付给方骏、徐进梅和方军各自的第四笔转让价款金额(“方骏、徐进梅和方军的第四笔转让价款”)支付至方骏、徐进梅和方军指定的银行账户,方骏、徐进梅和方军的第四笔转让价款金额为方骏、徐进梅和方军对应的财产份额转让价款总额的30%。

受让方向方骏、徐进梅和方军指定的银行账户支付方骏、徐进梅和方军的第四笔转让价款之日在本补充协议下被称为“方骏、徐进梅和方军的第四笔转让价款支付日”。

- ii) 受让方应在本补充协议第3.05款载明的各项条件被证明得以满足或被受让方书面豁免之日起的十(10)个工作日内,将本补充协议附录2所示的应支付给方骏、徐进梅和方军各自的第五笔转让价款金额(“方骏、徐进梅和方军的第五笔转让价款”)支付至方骏、徐进梅和方军指定的银行账户,方骏、徐进梅和方军的第五笔转让价款金额为方骏、徐进梅和方军对应的财产份额转让价款总额的10%。

受让方向方骏、徐进梅和方军指定的银行账户支付方骏、徐进梅和方军的第五笔转让价款之日在本补充协议下被称为“方骏、徐进梅和方军的第五笔转让价款支付日”。

(ii) 除方骏、徐进梅和方军外的转让方的剩余财产份额转让价款支付

- i) 受让方应在2025年12月且本补充协议第3.06款载明的各项条件被证明得以满足或被受让方书面豁免之日起的十(10)个工作日内,将本补充协议附录2所示的应支付给除方骏、徐进梅和方军外的每一转让方的第四笔转让价款金额(“除方骏、徐进梅和方军外的转让方的第四笔转让价款”)支付至除方骏、徐进梅和方军外的每一转让方指定的银行账户,除方骏、徐进梅和方军外的转让方的第四笔转让价款金额为除方骏、徐进梅和方军外的每一转让方对应的财产

份额转让价款总额的10%。

受让方向除方骏、徐进梅和方军外的每一转让方指定的银行账户支付除方骏、徐进梅和方军外的转让方的第四笔转让价款之日在本补充协议下被称为“除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日”。

- ii) 受让方应在2026年12月且本补充协议第3.07款载明的各项条件被证明得以满足或被受让方书面豁免之日起的十(10)个工作日内, 将本补充协议附录2所示的应支付给除方骏、徐进梅和方军外的每一转让方各自的第五笔转让价款金额 (“除方骏、徐进梅和方军外的转让方的第五笔转让价款”) 支付至除方骏、徐进梅和方军外的每一转让方指定的银行账户, 除方骏、徐进梅和方军外的转让方的第五笔转让价款金额为除方骏、徐进梅和方军外的每一转让方对应的财产份额转让价款总额的15%。

受让方向除方骏、徐进梅和方军外的每一转让方指定的银行账户支付除方骏、徐进梅和方军外的转让方的第五笔转让价款之日在本补充协议下被称为“除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日”。

- iii) 受让方应在2027年12月且本补充协议第3.08款载明的各项条件被证明得以满足或被受让方书面豁免之日起的十(10)个工作日内, 将本补充协议附录2所示的应支付给除方骏、徐进梅和方军外的每一转让方各自的第六笔转让价款金额 (“除方骏、徐进梅和方军外的转让方的第六笔转让价款”) 支付至除方骏、徐进梅和方军外的每一转让方指定的银行账户, 除方骏、徐进梅和方军外的转让方的第六笔转让价款金额为除方骏、徐进梅和方军外的每一转让方对应的财产份额转让价款总额的15%。

受让方向除方骏、徐进梅和方军外的每一转让方指定的银行账户支付除方骏、徐进梅和方军外的转让方的第六笔转让价款之日在本补充协议下被称为“除方骏、徐进梅和方军外的转让方的第六笔转让价款支付日”。

- (b) 每一转让方指定的用于收取本补充协议项下每一笔财产份额转让价款的银行账户信息如本补充协议附录2所示。

第3.2款 支付第二笔转让价款的条件

受让方根据本补充协议向转让方支付第二笔转让价款的义务,应以下列每一条件(“第二笔转让价款支付条件”)在第二笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提:

- (a) 本补充协议和股份转让协议已由各方依法签署并生效;
- (b) 矽睿科技已为完成股份转让协议项下的股份转让取得其董事会和股东(大)会的决策批准,且已向受让方提供其董事会和股东(大)会决策批准的证明文件;
- (c) 受让方已为完成本次份额转让和股份转让协议项下的股份转让取得其董事会决策批准;
- (d) 放弃优先购买权和标的企业批准。转让方已根据标的企业合伙协议的约定就本次份额转让取得标的企业其他合伙人放弃本次份额转让优先购买权的书面确认,并向受让方提供证明文件;已取得为完成本次份额转让所必要的标的企业决策批准,并向受让方提供标的企业决策批准的证明文件;
- (e) 目标公司批准。转让方已根据目标公司股权激励计划、股权激励协议等的要求取得为完成本次份额转让所必要的目标公司股东(大)会决策批准,并向受让方提供目标公司股东(大)会决策批准的证明文件;
- (f) 第三方批准及通知义务。转让方及标的企业已取得为完成交易文件项下拟议之交易所必要的所有相关第三方的同意和批准;转让方及标的企业均已按照适用法律之规定履行其就本补充协议项下拟议之交易所需履行的各项通知义务;
- (g) 股份转让协议项下的股份转让已完成交割,即目标公司股东名册已将矽睿科技和上海莱睿合计持有的目标公司 24,460,367 股股份(约占股份转让协议签署日目标公司总股本的 68.2822%)转让登记于受让方名下(股份转让协议项下的股份转让完成交割日为“股份转让交割日”);
- (h) 目标公司章程修订。目标公司已召开股东(大)会,全体股东决议同意修改目标公司章程(格式见本补充协议附录 14),转让方已配合受让方签署完成办理目标公司章程修订或章程修正案的工商变更登记备案手续的所有文件(如需);
- (i) 公司治理。转让方已配合受让方完成对目标公司董事会、监事会、高级管理人员的改组和法定代表人的变更,并已配合签署完成办理目标公司董事会、

监事会、高级管理人员改组和法定代表人变更的工商变更登记备案手续的所有文件；

- (j) 矽睿科技和转让方已签署并向受让方和标的企业交付受让方认可的矽睿科技和转让方从标的企业全部减资退伙的退伙协议（格式见本补充协议附录 14）；
- (k) 受让方签署完毕反映本次份额转让的标的企业合伙协议；标的企业签署合伙人名册（格式见本补充协议附录 14），并向受让方提供前述签署的合伙人名册；
- (l) 转让方、集团公司、标的企业已按照与受让方确认的交接清单将集团公司、标的企业交接资料或文件交接给受让方指定人员，并由受让方指定人员签署交接清单予以确认，完成下列资料或文件的交接工作：
 - (i) 集团公司和标的企业公章、法定代表人章、合同章、财务章、在开户行预留财务人员或其他人员个人名章、以及其他与集团公司、标的企业有关的所有印鉴、证照、政府批文、权利证书原件以及任何形式的复印件；
 - (ii) 集团公司和标的企业所有的财务资料以及财务、业务系统的操作权限，包括但不限于财务账册与账套数据、各类报表和辅助账、原始单据及凭证、税务申报材料、历年审计报告和调整底稿以及其他与经营相关的重要文件原件以及任何形式的复印件，以及网银密钥；
 - (iii) 集团公司和标的企业所有法律、业务、财务、员工文件（包括但不限于董事会决议、股东（大）会决议、合伙人会议决议、会议记录汇总、各类经营合同、报告、文件、材料、集团公司员工花名册、与集团公司员工有关的各类合同、文件、材料）原件以及任何形式的复印件；
- (m) 集团公司调整事项。集团公司已完成以下事项：
 - (i) 目标公司和矽睿科技就集团公司通过矽睿科技向华虹半导体采购晶圆事项签署经受让方认可的合作协议，约定包括但不限于在矽睿科技向华虹半导体采购晶圆的合作期间，矽睿科技单季度向集团公司供应不低于1,000片晶圆，集团公司向矽睿科技的晶圆采购价格应不高于矽睿科技向华虹半导体采购该晶圆的价格的1.25倍，该等晶圆采购的其他各项交易条件应不劣于股份转让交割日前集团公司通过矽睿科技实施的晶圆采购的条件，该合作协议于股份转让交割日起生效；
 - (ii) 集团公司员工均在集团公司专职工作，集团公司和矽睿科技之间人员

独立，集团公司和矽睿科技之间不存在人员混用的情形；

- (iii) 方骏已解除集团公司总经理职务，徐进梅已解除集团公司行政管理职务；
- (iv) 集团公司清理完成其与关联方及其相关方之间的非经营性资金往来（包括但不限于集团公司已清偿完毕与矽睿科技及其控制的主体之间的非经营性款项往来）及其与关联方及其相关方之间的超过正常账期的往来款项，转让方应积极配合完成前述清理工作；
- (n) 在方骏名下的集团公司使用的域名（详见本补充协议附录 11 附件 2，下同）无偿转让给集团公司或受让方，相关方已就此签署转让协议（格式见本补充协议附录 14），并向受让方提交转让协议的复印件；
- (o) 声明、保证和承诺。转让方在交易文件中的陈述和保证在本补充协议签署日是真实、准确、完整的且不具有误导性，且截止至第二笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在本补充协议签署日作出的同等效力和效果，交易文件所含的应由转让方于第二笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (p) 无特定政府命令。任何政府部门均不存在任何未决的或可能采取的行动或程序，均未制定、发布、颁布、实施或通过任何法律或政府命令会导致任何交易文件所拟议之交易不合法或限制或禁止交易文件所拟议之交易；
- (q) 无法律程序或诉讼。不存在针对任何转让方、其关联方和标的企业、集团公司的、已发生或可能发生的与交易文件项下的责任或义务的履行相关的诉求，并且该等诉求可能会限制交易文件所拟议之交易、或对该等交易的条款造成改变，或可能致使该等交易的完成无法实现或不合法，或可能构成重大不利影响；
- (r) 无重大不利变化。未发生任何对标的企业、集团公司的业务、资产、负债、经营业绩、财务状况产生或基于合理的预测将产生重大不利影响的事项；
- (s) 目标财产份额已实缴且无负担。转让方持有的目标财产份额已全部实缴完成，不存在质押、冻结或其他任何影响目标财产份额转让的情形；且标的企业持有的目标公司股份不存在质押、冻结或其他任何权利受限的情形；
- (t) 第二笔转让价款支付条件满足证明书。全体转让方已向受让方交付书面通知（“第二笔转让价款支付条件满足证明书”，格式见本补充协议附录 4），告知本第 3.02 款所述之支付条件已全部满足并提供条件满足的相应证明文件。

每一转让方应就其满足本第 3.02 款约定的各项第二笔转让价款支付条件分别向受让方出具和交付第二笔转让价款支付条件满足证明书,受让方根据本补充协议第 3.01 款向任一转让方支付第二笔转让价款应以全体转让方均满足本第 3.02 款约定的各项第二笔转让价款支付条件为前提。

第3.03款 支付第三笔转让价款的条件

受让方根据本补充协议向转让方支付第三笔转让价款的义务,应以下列每一条件(“第三笔转让价款支付条件”)在第三笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提:

- (a) 标的企业工商变更登记。标的企业已办理完成矽睿科技从上海莱睿减资退伙和本次份额转让的工商变更登记手续,并向受让方提交工商变更登记证明的复印件;
- (b) 完税。转让方已在相关税务主管部门办理完成纳税申报,并足额缴纳本次份额转让涉及的全部税款,并向受让方提交税款缴纳凭证的复印件;
- (c) 目标公司工商变更登记备案。目标公司已办理完成目标公司董事会、监事会、高级管理人员改组和章程或章程修正案的工商变更登记备案手续,向受让方提交工商变更登记备案证明的复印件;
- (d) 在方骏名下的集团公司使用的域名(详见本补充协议附录 11 附件 2,下同)已无偿转让给集团公司或受让方,并完成相应的变更登记手续(如涉及登记),将域名登记于集团公司或受让方名下,并向受让方提交变更登记证明的复印件;
- (e) 转让方配合受让方完成集团公司财务系统等各类内部流程管理系统审批权限变更,由受让方和集团公司共同行使审批权限,矽睿科技和转让方不再拥有对集团公司的审批权限;
- (f) 转让方、集团公司、标的企业已按照与受让方确认的交接清单将集团公司和标的企业的供应商、客户及其他与集团公司和标的企业存在业务或资金往来的全部主体的完整名录、资料、信息交接给受让方指定人员,并由受让方指定人员签署交接清单予以确认;
- (g) 声明、保证和承诺。转让方在交易文件中的陈述和保证在本补充协议签署日是真实、准确、完整的且不具有误导性,且截止至第三笔转让价款支付日也均应是真实、准确、完整的且不具有误导性,具有如同在本补充协议签署日作出的同等效力和效果,交易文件所含的应由转让方于第三笔转让价款支付日或之前履行的承诺和约定均已得到履行;

- (h) 第二笔转让价款的支付已全部完成，且截至第三笔转让价款支付日，第二笔转让价款支付条件均保持满足；
- (i) 对于受让方在第二笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (j) 第三笔转让价款支付条件满足证明书。全体转让方已向受让方交付书面通知（“第三笔转让价款支付条件满足证明书”，格式见本补充协议附录 5），告知本第 3.03 款所述之支付条件已全部满足并提供条件满足的相应证明文件。

每一转让方应就其满足本第 3.03 款约定的各项第三笔转让价款支付条件分别向受让方出具和交付第三笔转让价款支付条件满足证明书，受让方根据本补充协议第 3.01 款向任一转让方支付第三笔转让价款应以全体转让方均满足本第 3.03 款约定的各项第三笔转让价款支付条件为前提。

第3.04款 支付方骏、徐进梅和方军的第四笔转让价款的条件

受让方根据本补充协议向方骏、徐进梅和方军支付方骏、徐进梅和方军的第四笔转让价款的义务，应以下列每一条件（“方骏、徐进梅和方军的第四笔转让价款支付条件”）在方骏、徐进梅和方军的第四笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提：

- (a) 转让方、集团公司、标的企业已按照与受让方确认的交接清单（详见本补充协议附录 15）将集团公司、标的企业交接资产、资料或文件全部交接给受让方指定人员，并由受让方指定人员签署交接清单予以确认，完成资产、资料或文件的交接工作。
- (b) 转让方、集团公司、标的企业完成本第 3.04 款(a)项约定的交接工作之日，方骏和徐进梅已与集团公司妥善解除劳动关系并签署必要的离职确认文件；且方骏已不晚于其与集团公司解除劳动关系之日与集团公司签署保密及竞业协议（保密及竞业协议格式见本补充协议附录 14），并全面履行前述协议，不存在违约情形；
- (c) 声明、保证和承诺。转让方在交易文件中的陈述和保证在本补充协议签署日是真实、准确、完整的且不具有误导性，且截止至方骏、徐进梅和方军的第四笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在本补充协议签署日作出的同等效力和效果，交易文件所含的应由转让方于方骏、徐进梅和方军的第四笔转让价款支付日或之前履行的承诺和约定均已得到履行；

- (d) 第二笔转让价款和第三笔转让价款的支付已全部完成，且截至方骏、徐进梅和方军的第四笔转让价款支付日，第二笔转让价款支付条件和第三笔转让价款支付条件均保持满足；
- (e) 对于受让方在第二笔转让价款支付日和第三笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (f) 方骏、徐进梅和方军的第四笔转让价款支付条件满足证明书。全体转让方已向受让方交付书面通知（“方骏、徐进梅和方军的第四笔转让价款支付条件满足证明书”，格式见本补充协议附录6），告知本第3.04款所述之支付条件已全部满足并提供条件满足的相应证明文件。

每一转让方应就其满足本第3.04款约定的各项方骏、徐进梅和方军的第四笔转让价款支付条件分别向受让方出具和交付方骏、徐进梅和方军的第四笔转让价款支付条件满足证明书，受让方根据本补充协议第3.01款向方骏、徐进梅或方军支付方骏、徐进梅和方军的第四笔转让价款应以全体转让方均满足本第3.04款约定的各项方骏、徐进梅和方军的第四笔转让价款支付条件为前提。

第3.05款 支付方骏、徐进梅和方军的第五笔转让价款的条件

受让方根据本补充协议向方骏、徐进梅和方军支付方骏、徐进梅和方军的第五笔转让价款的义务，应以下列每一条件（“方骏、徐进梅和方军的第五笔转让价款支付条件”）在方骏、徐进梅和方军的第五笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提：

- (a) 转让方、集团公司、标的企业根据本补充协议第3.02款(l)项、第3.03款(f)项和第3.04款(a)项的规定，完成全部资料和文件的交接工作之日起满一(1)年；
- (b) 声明、保证和承诺。转让方在交易文件中的陈述和保证在本补充协议签署日是真实、准确、完整的且不具有误导性，且截止至方骏、徐进梅和方军的第五笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在本补充协议签署日作出的同等效力和效果，交易文件所含的应由转让方于方骏、徐进梅和方军的第五笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (c) 第二笔转让价款、第三笔转让价款和方骏、徐进梅和方军的第四笔转让价款的支付已全部完成，且截至方骏、徐进梅和方军的第五笔转让价款支付日，第二笔转让价款支付条件、第三笔转让价款支付条件和方骏、徐进梅和方军的第四笔转让价款支付条件均保持满足；

- (d) 对于受让方在第二笔转让价款支付日、第三笔转让价款支付日和方骏、徐进梅和方军的第四笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (e) 方骏、徐进梅和方军的第五笔转让价款支付条件满足证明书。全体转让方已向受让方交付书面通知（“方骏、徐进梅和方军的第五笔转让价款支付条件满足证明书”，格式见本补充协议附录7），告知本第3.05款所述之支付条件已全部满足并提供条件满足的相应证明文件。

每一转让方应就其满足本第3.05款约定的各项方骏、徐进梅和方军的第五笔转让价款支付条件分别向受让方出具和交付方骏、徐进梅和方军的第五笔转让价款支付条件满足证明书，受让方根据本补充协议第3.01款向方骏、徐进梅或方军支付方骏、徐进梅和方军的第五笔转让价款应以全体转让方均满足本第3.05款约定的各项方骏、徐进梅和方军的第五笔转让价款支付条件为前提。

第3.06款 支付除方骏、徐进梅和方军外的转让方的第四笔转让价款的条件

受让方根据本补充协议向除方骏、徐进梅和方军外的转让方支付除方骏、徐进梅和方军外的转让方的第四笔转让价款的义务，应以下列每一条件（“除方骏、徐进梅和方军外的转让方的第四笔转让价款支付条件”）在除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提：

- (a) 除方骏、徐进梅和方军外的转让方自本补充协议签署日起至除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日持续在集团公司任职，且不存在违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律并给集团公司造成实际损失的情形；

为免疑义，若除方骏、徐进梅和方军外的转让方非因其违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律而与集团公司解除劳动关系的，则不影响受让方支付除方骏、徐进梅和方军外的转让方的第四笔转让价款；

- (b) 声明、保证和承诺。转让方在交易文件中的陈述和保证在本补充协议签署日是真实、准确、完整的且不具有误导性，且截止至除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在本补充协议签署日作出的同等效力和效果，交易文件所含的应由转让方于除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (c) 第二笔转让价款、第三笔转让价款和方骏、徐进梅和方军的第四笔转让价

款的支付已全部完成，且截至除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日，第二笔转让价款支付条件、第三笔转让价款支付条件和方骏、徐进梅和方军的第四笔转让价款均保持满足；

- (d) 对于受让方在第二笔转让价款支付日、第三笔转让价款支付日和方骏、徐进梅和方军的第四笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (e) 除方骏、徐进梅和方军外的转让方的第四笔转让价款支付条件满足证明书。全体转让方已向受让方交付书面通知（“除方骏、徐进梅和方军外的转让方的第四笔转让价款支付条件满足证明书”，格式见本补充协议附录8），告知本第3.06款所述之支付条件已全部满足并提供条件满足的相应证明文件。

每一转让方应就其满足本第3.06款约定的各项除方骏、徐进梅和方军外的转让方的第四笔转让价款支付条件分别向受让方出具和交付除方骏、徐进梅和方军外的转让方的第四笔转让价款支付条件满足证明书，受让方根据本补充协议第3.01款向除方骏、徐进梅和方军外的每一转让方支付除方骏、徐进梅和方军外的转让方的第四笔转让价款应以全体转让方均满足本第3.06款约定的各项除方骏、徐进梅和方军外的转让方的第三笔转让价款支付条件为前提。

第3.07款 支付除方骏、徐进梅和方军外的转让方的第五笔转让价款的条件

受让方根据本补充协议向除方骏、徐进梅和方军外的转让方支付除方骏、徐进梅和方军外的转让方的第五笔转让价款的义务，应以下列每一条件（“除方骏、徐进梅和方军外的转让方的第五笔转让价款支付条件”）在除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提：

- (a) 除方骏、徐进梅和方军外的转让方自本补充协议签署日起至除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日持续在集团公司任职，且不存在违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律并给集团公司造成实际损失的情形；

为免疑义，若除方骏、徐进梅和方军外的转让方非因其违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律而与集团公司解除劳动关系的，则不影响受让方支付除方骏、徐进梅和方军外的转让方的第四笔转让价款；

- (b) 声明、保证和承诺。转让方在交易文件中的陈述和保证在本补充协议签署日是真实、准确、完整的且不具有误导性，且截止至除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日也均应是真实、准确、完整的且不具

有误导性，具有如同在本补充协议签署日作出的同等效力和效果，交易文件所含的应由转让方于除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日或之前履行的承诺和约定均已得到履行；

- (c) 第二笔转让价款、第三笔转让价款、方骏、徐进梅和方军的第四笔转让价款、方骏、徐进梅和方军的第五笔转让价款和除方骏、徐进梅和方军外的转让方的第四笔转让价款的支付已全部完成，且截至除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日，第二笔转让价款支付条件、第三笔转让价款支付条件、方骏、徐进梅和方军的第四笔转让价款支付条件、方骏、徐进梅和方军的第五笔转让价款支付条件和除方骏、徐进梅和方军外的转让方的第四笔转让价款支付条件均保持满足；
- (d) 对于受让方在第二笔转让价款支付日、第三笔转让价款支付日、方骏、徐进梅和方军的第四笔转让价款支付日、方骏、徐进梅和方军的第五笔转让价款支付日和除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (e) 除方骏、徐进梅和方军外的转让方的第五笔转让价款支付条件满足证明书。全体转让方已向受让方交付书面通知（“除方骏、徐进梅和方军外的转让方的第五笔转让价款支付条件满足证明书”，格式见本补充协议附录9），告知本第3.07款所述之支付条件已全部满足并提供条件满足的相应证明文件。

每一转让方应就其满足本第3.07款约定的各项除方骏、徐进梅和方军外的转让方的第五笔转让价款支付条件分别向受让方出具和交付除方骏、徐进梅和方军外的转让方的第五笔转让价款支付条件满足证明书，受让方根据本补充协议第3.01款向除方骏、徐进梅和方军外的每一转让方支付除方骏、徐进梅和方军外的转让方的第五笔转让价款应以全体转让方均满足本第3.07款约定的各项除方骏、徐进梅和方军外的转让方的第五笔转让价款支付条件为前提。

第3.08款 支付除方骏、徐进梅和方军外的转让方的第六笔转让价款的条件

受让方根据本补充协议向除方骏、徐进梅和方军外的转让方支付除方骏、徐进梅和方军外的转让方的第六笔转让价款的义务，应以下列每一条件（“除方骏、徐进梅和方军外的转让方的第六笔转让价款支付条件”）在除方骏、徐进梅和方军外的转让方的第六笔转让价款支付日之前或当日经受让方确认全部已得以满足或被受让方书面豁免为前提：

- (a) 除方骏、徐进梅和方军外的转让方自本补充协议签署日起至除方骏、徐进梅和方军外的转让方的第六笔转让价款支付日持续在集团公司任职，且不

存在违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律并给集团公司造成实际损失的情形；

为免疑义，若除方骏、徐进梅和方军外的转让方非因其违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律而与集团公司解除劳动关系的，则不影响受让方支付除方骏、徐进梅和方军外的转让方的第四笔转让价款；

- (b) 声明、保证和承诺。转让方在交易文件中的陈述和保证在本补充协议签署日是真实、准确、完整的且不具有误导性，且截止至除方骏、徐进梅和方军外的转让方的第六笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在本补充协议签署日作出的同等效力和效果，交易文件所含的应由转让方于除方骏、徐进梅和方军外的转让方的第六笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (c) 第二笔转让价款、第三笔转让价款、方骏、徐进梅和方军的第四笔转让价款、方骏、徐进梅和方军的第五笔转让价款、除方骏、徐进梅和方军外的转让方的第四笔转让价款和除方骏、徐进梅和方军外的转让方的第五笔转让价款的支付已全部完成，且截至除方骏、徐进梅和方军外的转让方的第六笔转让价款支付日，第二笔转让价款支付条件、第三笔转让价款支付条件、方骏、徐进梅和方军的第四笔转让价款支付条件、方骏、徐进梅和方军的第五笔转让价款支付条件、除方骏、徐进梅和方军外的转让方的第四笔转让价款支付条件和除方骏、徐进梅和方军外的转让方的第五笔转让价款支付条件均保持满足；
- (d) 对于受让方在第二笔转让价款支付日、第三笔转让价款支付日、方骏、徐进梅和方军的第四笔转让价款支付日、方骏、徐进梅和方军的第五笔转让价款支付日、除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日和除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (e) 除方骏、徐进梅和方军外的转让方的第六笔转让价款支付条件满足证明书。全体转让方已向受让方交付书面通知（“除方骏、徐进梅和方军外的转让方的第六笔转让价款支付条件满足证明书”，格式见本补充协议附录 10），告知本第 3.08 款所述之支付条件已全部满足并提供条件满足的相应证明文件。

每一转让方应就其满足本第 3.08 款约定的各项除方骏、徐进梅和方军外的转让方的第六笔转让价款支付条件分别向受让方出具和交付除方骏、徐进梅和方军外的转让方的第六笔转让价款支付条件满足证明书，受让方根据本补充协议第 3.01 款向除方骏、徐进梅和方军外的每一转让方支付除方骏、徐进梅和方军

外的转让方的第六笔转让价款应以全体转让方均满足本第 3.08 款约定的各项除方骏、徐进梅和方军外的转让方的第六笔转让价款支付条件为前提。

第3.09款 目标财产份额过户及交割

- (a) 除被受让方事先书面豁免外，转让方应并应促使矽睿科技、标的企业和集团公司等其他相关方在本补充协议签署日起十五（15）天内完成本补充协议第 3.02 款(a)项、(b)项、(d)项至(f)项、(m)(i)项、(n)项的第二笔转让价款支付条件。
- (b) 除本补充协议第 3.02 款(k)项和(t)项的第二笔转让价款支付条件外的第二笔转让价款支付条件（“交割先决条件”）均获得满足当日，受让方签署反映本次份额转让的标的企业合伙协议；转让方应促使标的企业签署合伙人名册（格式见本补充协议附录 14）。除被受让方事先书面豁免外，转让方应并应促使矽睿科技、标的企业和集团公司等其他相关方在本补充协议签署日起三十（30）天内完成全部交割先决条件。

为免疑义，除被受让方事先书面豁免外，在交割先决条件均获得满足前，标的企业不得，且转让方应促使标的企业不得变更合伙人名册，将目标财产份额记载于受让方名下。

受让方完成标的企业合伙协议的签署并生效，视为本次份额转让的交割（“交割”），标的企业合伙协议签署并生效之日，为交割日（“交割日”）。

- (c) 于交割日当日，转让方应并应促使矽睿科技、标的企业和集团公司等其他相关方完成本补充协议第 3.02 款(g)项、(h)项、(i)项、(j)项、(l)项、(m)(ii)至(iv)项的第二笔转让价款支付条件。
- (d) 除被受让方事先书面豁免外，转让方应并应促使矽睿科技、标的企业和集团公司等其他相关方在本补充协议签署日起三十（30）天内完成全部第二笔转让价款支付条件。
- (e) 除被受让方事先书面豁免外，转让方应并应促使矽睿科技、标的企业和集团公司等其他相关方在交割日起四十五（45）天内完成全部第三笔转让价款支付条件。
- (f) 除被受让方事先书面豁免外，转让方应并应促使矽睿科技、标的企业和集团公司等其他相关方在交割日起四十五（45）天内完成全部方骏、徐进梅和方军的第四笔转让价款支付条件。

第3.010款 股东权利

自交割日起，受让方应有权获得与目标财产份额相关的所有权利、利益和收益。

第四条 转让方的陈述和保证

转让方在此向受让方陈述和保证，在原协议签署日（2024年6月21日）至本补充协议签署日期间，转让方在原协议及原协议附录6中作出的各项陈述和保证均为真实、准确和完整的且不具有误导性；在本补充协议签署日并且截至交割日期间的每一天（但明确说明在其他特定日期作出的陈述和保证则在该等特定日期），转让方在本补充协议及本补充协议附录11中的各项陈述和保证均为真实、准确和完整的且不具有误导性。

第五条 受让方的陈述和保证

受让方在此向转让方陈述和保证，在原协议签署日（2024年6月21日）至本补充协议签署日期间，受让方在原协议及原协议附录7中作出的各项陈述和保证均为真实、准确和完整的且不具有误导性；在本补充协议签署日并且截至交割日期间的每一天（但明确说明在其他特定日期作出的陈述和保证则在該等特定日期），受让方在本补充协议及本补充协议附录12中的各项陈述和保证均为真实、准确和完整的且不具有误导性。

第六条 承诺

第6.01款 过渡期安排

- (a) 转让方确认，自原协议签署日（2024年6月21日）至本补充协议签署日期间，目标公司且每一标的企业、集团公司符合下列约定；转让方同意并承诺，自本补充协议签署日起直至交割日的期间内（“过渡期”），除非(i)本补充协议另行约定，或(ii)经受让方事先书面同意，其应促使目标公司将（且将促使每一标的企业、集团公司）继续符合下列约定：
- (i) 按照与过去惯例相符的正常业务经营方式经营业务，对于与关联方的现有关联交易，应维持合理的利润水平；
 - (ii) 保存和保护标的企业、集团公司资产价值不受减损；
 - (iii) 遵循中国法律和标的企业、集团公司内部管理制度。
- (b) 转让方确认，自原协议签署日（2024年6月21日）至本补充协议签署日期间，目标公司且每一标的企业、集团公司未采取及同意或承诺采取下述行

动；且在不限上述第 6.01(a)款的前提下，转让方同意并承诺，在过渡期内，除非(i)本补充协议另行约定，或(ii)经受让方事先书面同意，其应促使标的企业、目标公司不得（且将促使每一集团公司不得）采取及同意或承诺采取下述行动：

- (i) 主营业务发生变化，终止所从事的业务或导致与业务相关的经营许可或证照被吊销、撤回或取消；
- (ii) 对其章程或议事规则或任何类似组织文件进行任何修订，但根据相关法律需要正常修订的除外，在该等情形下，转让方需尽快书面通知受让方，并告知相关法律依据；
- (iii) 增加或者减少注册资本；发行任何股票、债券或其他证券（或任何期权、认股权证或购买股权的其他权利），或就此作出任何承诺；
- (iv) 赎回、回购或另行重新取得、分拆、合并或重新划分其股本；
- (v) 通过任何吸收合并、新设合并、资产业务整合或其他非常规业务交易计划；
- (vi) 进行任何对外投资、兼并、收购、资产购买（不包括在正常业务经营中的原材料采购），或与任何人建立合资企业、合伙关系或战略联盟关系，或就前述事项与任何第三方进行磋商、讨论、谈判，或者签署任何备忘录、意向书或协议（无论是否具有法律约束力）；
- (vii) 进行清算或解散，提交破产申请，或同意提交任何破产申请；
- (viii) 就其股本宣布、计提或支付任何分红或进行任何其他分配；
- (ix) 与关联方进行任何新增关联交易，原有矽睿科技销售集团公司产品的框架协议项下的新增订单除外；
- (x) 在正常经营活动之外出售、租赁、转让或处置资产，或授予第三方对于上述资产的经营权；
- (xi) 出售、转让或通过任何方式处置对外投资的股权或资产，或者对前述主体的公司章程、股东协议或任何类似公司组织性文件进行修订/补充；
- (xii) 出售、转让、对外许可技术或知识产权或对其设置质押或其他负担或进行处置，原有业务合同约定的技术许可（如有）除外；
- (xiii) 在全部或部分业务、资产或权利上设定抵押或质押或进行处置（不论

是以固定或浮动抵押、质押或其他任何形式)；

- (xiv) 对外提供任何的担保、保证（无论是为自身债务还是为他人债务）或借款；
 - (xv) 订立、修订、终止或解除技术服务、咨询服务相关合同，或依据新订立、修订的相关合同支付技术服务、咨询服务相关费用；为免疑义，交割日前正在执行的技术服务、咨询服务相关合同继续履行，包括按约定支付相关费用；
 - (xvi) 在正常业务经营之外进行任何借贷或取得金融贷款工具；
 - (xvii) 在正常业务经营之外订立、修订或调整、终止任何合同；
 - (xviii) 更换目标公司外部审计机构，变更任何会计方法或会计惯例或制度，但适用的会计准则要求的变更除外；
 - (xix) 改变目标公司的董事会、监事会、管理层组成或任何人选，本补充协议另有约定的除外；
 - (xx) 解聘、招聘集团公司中层以上管理人员，或者提高或降低集团公司中层以上人员的工资、薪金、补偿、奖金、激励报酬、退休金或其他福利；
 - (xxi) 解除或以其他方式免除任何标的企业、集团公司债权；或放弃、减让或怠于行使具有实质性价值的任何权利（包括任何诉求）；
 - (xxii) 就与税金、财政优惠、补贴或奖励有关的任何责任、义务或未来承诺作出不利安排；
 - (xxiii) 其他可能对本次份额转让及标的企业、集团公司产生重大不利影响的作为或不作为；
 - (xxiv) 同意或承诺作出前述任何一项行动。
- (c) 转让方确认及承诺，自原协议签署日（2024年6月21日）至本补充协议签署日期间，以及在过渡期内：(i)其不得直接或间接出售、转让、抵押、设置权利负担于或采取任何其他形式处置其于标的企业直接或间接持有或享有之权益（包括目标财产份额及相应的表决权）；(ii)其所持标的企业财产份额数量不会发生任何直接或间接的变动；(iii)促使标的企业不直接或间接出售、转让、抵押、设置权利负担于或采取任何其他形式处置其于目标公司直接或间接持有或享有之权益，且标的企业所持目标公司股份数量不会发

生任何直接或间接的变动，股份转让协议项下的股份转让导致的除外）。

- (d) 如受让方基于转让方的承诺而豁免了任何本补充协议第3.02款至第3.09款所规定的相关条件，则转让方仍应遵守该等承诺，在经受让方指定的时间期限内完成相关事项。
- (e) 转让方同意并承诺，在过渡期内，受让方及其授权代表有权充分了解集团公司的管理及运作。在过渡期内，为本次份额转让之目的，转让方同意受让方及其授权代表对转让方、标的企业相关人员进行访谈，并确保集团公司同意受让方及其授权代表与集团公司的管理层进行访谈。转让方同意并承诺，在过渡期内，向受让方提供受让方不时合理要求的、受让方所需的转让方和集团公司的合理信息（或其复印件），受让方有权查看、复印包括但不限于集团公司的管理制度、会议文件、通讯文件、会计账簿、原始凭证、应收账款详情及税务记录等与集团公司经营管理有关的文件和信息，并获得过渡期内相关事项的资料及信息。转让方自身承诺并将确保各集团公司及其各自的代表对受让方的上述要求予以配合。
- (f) 方骏在此不可撤销地确认并承诺，方骏授权集团公司于其将名下的集团公司使用的域名无偿转让给集团公司或受让方前无偿独占许可使用前述域名。

第6.02款 期间损益

各方同意并承诺，自本次份额转让的评估基准日（2023年12月31日）至股份转让交割日期间（如股份转让交割日为当月15日之前（含15日当日），则至上月月末之日；如股份转让交割日为当月15日之后（不含15日当日），则至股份转让交割日的当月月末之日，“损益归属期间”），目标财产份额所对应的目标公司在运营过程中所产生的盈利和收益或因其他原因而增加的净资产（如有，合并口径）由受让方享有，目标财产份额所对应的目标公司在运营过程中所产生的亏损和损失或其他原因导致净资产减少（如有，合并口径）由转让方承担，具体按照下述方式执行：

- (a) 交割日后，各方同意由受让方聘请的符合《证券法》规定的审计机构对目标公司（合并口径）进行审计，并出具审计报告。目标公司在损益归属期间实现的损益情况根据前述审计报告确定。
- (b) 如果根据审计报告，目标公司在损益归属期间内归属于目标公司母公司所有者权益（即损益归属期间期末账面净资产额—评估基准日账面净资产额）为负数，则目标财产份额所对应的减少部分由转让方在审计报告出具之日起十（10）个工作日内向受让方以现金方式补足，受让方有权在财产份额转让价款中扣除。

第6.03款 通知特定事件

各方应在以下情况发生时，或据其合理所知该等情况可能发生时，立即书面通知相对方：(a)任何可能导致其违反其在交易文件项下的任何声明、保证或承诺的，或者可能使任何其在交易文件项下的声明或保证在任何方面不真实的所有事件、情况和事实，以及(b)其获悉的、将会或据合理预计可能会导致本补充协议约定的任何支付条件变得无法满足的任何事实、变化、条件和情形。

第6.04款 排他期

转让方同意并承诺，自原协议签署日（2024年6月21日）至本补充协议签署日期间转让方自身、标的企业、目标公司及其董事、监事、高级管理人员及其代表、标的企业其他合伙人不存在，且自本补充协议签署日起直至(a)交割日，或(b)原协议和本补充协议被全部解除时（以较早发生者为准），其自身不得并应促使标的企业、目标公司及其董事、监事、高级管理人员及其代表、标的企业其他合伙人不得，(i)招揽、发起、考虑、鼓励或接受任何主体提出的关于下述事项的提议或要约：(A)任何收购或以其他方式获得任何集团公司的全部或任何部分的直接或间接的股份或股权或任何集团公司的资产或业务（在正常业务经营中按照与过去惯例相符的方式开展业务和出售产品除外）或标的企业的财产份额；(B)与任何集团公司或标的企业进行任何兼并、合并；(C)进行涉及任何集团公司或标的企业的资本重组、结构重组或任何其他非正常的业务交易，或(ii)就前述事宜参与任何讨论、交谈、谈判或其他交流，或向任何其他主体提供与前述事宜有关的任何信息，或以任何其他方式配合、协助或参与、方便或鼓励任何其他主体试图进行前述事宜的任何努力或尝试。转让方同意并承诺，其自身不得并应促使目标公司及其董事、监事、高级管理人员及其代表、标的企业及其其他合伙人立即停止所有现有的、与任何主体在本补充协议签署之后就前述任何事宜开展的讨论、交谈、谈判以及其他交流。如果任何主体做出与前述事宜有关的任何该等提议、要约或就前述事宜进行任何询问或其他接触，转让方应当立即通知受让方。

第6.05款 交割后的承诺事项

- (a) 转让方同意并承诺，自原协议签署日（2024年6月21日）至本补充协议签署日期间转让方自身及其控制的主体不存在直接或间接地，且自本补充协议签署日起至转让方不再直接或间接持有集团公司股份之日起五（5）年内或转让方从集团公司离职之日起二（2）年内（孰晚），除非受让方事先书面同意，转让方自身及其控制的主体不得直接或间接地：(i)进行、从事或参与任何与集团公司所从事的业务同类、相似的或处于竞争关系的业务，在任何与集团公司构成竞争性业务的实体中持有任何权益；(ii)招引或试图诱使任何现有或潜在的集团公司的客户、供应商、代理商、或已习惯同集团公司交易的任何人士、机构限制和集团公司合作；(iii)招引或试图诱使任何受

聘于集团公司且从事研发、技术、运营、销售或管理工作的任何人士离开集团公司，或向该等人士提供雇佣机会或雇佣该等人士，或向该等人士提供或与其签署任何服务合同；(iv)从事其他有损于集团公司、标的企业和受让方利益的行为。

- (b) 转让方同意并承诺，对于集团公司、标的企业因交割日前发生的任何违约、违规或侵权、对外担保事项而导致的、在交割日后产生的金额超过50万元的负债或损失，包括但不限于应缴但未缴的税费，应付但未付的员工薪酬、社会保险及住房公积金费用，因违反与第三方的合同约定而产生的违约责任，因交割日前提提供担保而产生的担保责任，因违反相关法律法规而产生的行政处罚、其他法律责任或经济损失，因交割日前行为而引发的纠纷所产生的支出或赔偿等，最终由转让方承担。如该等责任由集团公司或标的企业先行承担，转让方承诺在集团公司或标的企业承担该等责任之日起十（10）个工作日内对集团公司、标的企业及受让方承担全部补偿责任，受让方有权以尚未支付的财产份额转让价款进行抵扣。
- (c) 转让方承诺，就目标公司2020年12月资本公积及盈余公积转增股本时自然人股东未缴纳的个人所得税事项，转让方将根据主管部门要求处理完成，补足并缴纳罚金、滞纳金等（如有），并向受让方提供对应的书面证明文件；若标的企业或集团公司因该等事项遭受损失的，各转让方应在损失发生之日起五（5）个工作日内向受让方补偿。
- (d) 转让方在此不可撤销地承诺，于股份转让交割日起，受让方有权委派财务人员至集团公司管理财务相关事项，转让方应且应促使集团公司人员配合受让方委派的财务人员开展工作。

第6.06款 保密

- (a) 除非各方另有书面约定，任何一方均不得，且应促使其各自的关联方和代表不得，直接或间接地披露或允许披露(i)交易文件、本次份额转让及交易文件项下所拟议交易是否存在或其内容，(ii)交易文件、本次份额转让及交易文件项下所拟议交易的任何条款、条件或其他方面，或(iii)交易文件、本次份额转让及交易文件项下所拟议交易的谈判情况（“保密信息”）。
- (b) 尽管有以上规定，各方可(i)仅为交易文件项下所拟议交易之目的，向需要知悉保密信息的各方的雇员、管理人员、董事、合伙人、代理人、会计师、法律顾问、代表或顾问（“代表”披露保密信息，但该方应确保该等代表知晓并承担同样的保密义务；(ii)根据适用法律的规定或适用的证券交易所的

规则，向任何有关政府部门或证券交易所披露适用法律要求披露的保密信息；及(iii)根据适用法律或政府部门的要求，该方可披露交易文件项下交易的相关信息。

第七条 赔偿

第7.01款 陈述和保证继续有效

各交易文件中所载的转让方作出的各项陈述和保证应在本次份额转让完成后继续有效，即只要转让方违反该项陈述和保证或其他类似义务的情形是在该等陈述和保证作出日或之前存在的，受让方均有权根据本第七条的规定就转让方违反陈述和保证的情形提出索赔，无论相关损失是在本次份额转让完成之前或之后发生。

各交易文件中所载的受让方作出的各项陈述和保证应在本次份额转让完成后继续有效，即只要受让方违反该项陈述和保证或其他类似义务的情形是在该等陈述和保证作出日或之前存在的，转让方均有权根据本第七条的规定就受让方违反陈述和保证的情形提出索赔，无论相关损失是在本次份额转让完成之前或之后发生。

第7.02款 赔偿责任

- (a) 若一方违反其在交易文件项下的任何陈述、声明、保证、承诺、约定或义务（违约一方为“违约方”），违约方应向受到损失的相关方（“赔偿权利人”）赔偿该等赔偿权利人由于该等违约所承受或招致的所有负债、损失、损害、权利主张、费用和开支、利息、裁决、判决和罚金（包括：合理的律师费和顾问费，由任何主体提起或以其他方式引发的任何诉求，标的企业和集团公司损失导致的受让方的损失，以及任何可得利益的丧失或减损）（且上述损失应包含赔偿权利人由接受赔偿而产生的任何相关税费等，以下合称“损失”）。
- (b) 若任何转让方或标的企业或集团公司未能按照本补充协议第3.09款规定的期限内完成对应事项的，则每逾期一日，全体转让方应按照本补充协议项下财产份额转让价款金额每日按照万分之五的标准计算向受让方支付逾期违约金，受让方有权在财产份额转让价款中扣除。
- (c) 若受让方未能按照本补充协议第3.01款规定的期限内支付财产份额转让价款的，则每逾期一日，受让方应按照其应付未付的财产份额转让价款金额每日按照万分之五的标准计算向转让方支付逾期违约金。

第7.03款 责任承担

转让方之间在本补充协议项下的陈述保证、承诺、义务或责任均是共同且连带性质的，一方应对另一方在交易文件中对受让方的所有陈述保证、承诺、义务或责任承担共同和连带责任。

第7.04款 其他救济

- (a) 各方同意，第 7.01 款至 7.03 款中有关赔偿的规定不应为赔偿权利人在违约方违背其在交易文件中的陈述和保证，或未能履行和遵守其在交易文件中的任何承诺和约定的情况下所将获得的唯一的救济。如果违约方未能依约履行或违背交易文件中的任何规定，则赔偿权利人可以寻求基于交易文件以及交易文件适用的中国法律而可以主张的任何其他权利或可以寻求的任何及所有其他救济，包括但不限于实际履行。
- (b) 原协议和本补充协议的任何一方未能主张其在原协议和本补充协议项下的任何权利，以及各方签署本补充协议本身均不应构成对原协议和本补充协议项下任何权利（包括但不限于追究违约方违约责任、终止和解除协议等权利）的放弃。

第八条 生效与解除

第8.01款 生效

本补充协议于签署日经全体转让方签字、受让方加盖公章并由其法定代表人或授权代表签署后成立并生效。

第8.02款 解除

- (a) 在本补充协议签署日起至本次份额转让的工商变更登记完成之日期间，在下列任一情况下，原协议和本补充协议可以被受让方解除：
 - (i) 如果在本补充协议签署日起至本次份额转让的工商变更登记完成之日期间：(A)发生某一事件或情况对标的企业或集团公司或本次份额转让造成了或可能造成重大不利影响或导致任何交割先决条件无法完成，(B)交易文件中所载的转让方的任何陈述和保证在任一方面不真实或不准确，或任一转让方实质违反交易文件中的任何承诺或约定，或(C)目标公司或标的企业为债权人的利益进行总体转让，或目标公司或标的企业进入破产程序或被提起任何进入破产程序的法律程序，破产或资不抵债，或以期就破产、资不抵债或重组而根据任何法律进行清算、结业、重组或其债务的重整，则受让方有权以书面形式通知转让方解除原

协议和本补充协议；

- (ii) 在本补充协议签署日起满三十(30)天之日，未完成所有目标财产份额交割的，则受让方有权以书面形式通知转让方解除原协议和本补充协议；
- (iii) 在本补充协议签署日起满四十五(45)天之日，未完成本次份额转让的工商变更登记完成的，则受让方有权以书面形式通知转让方解除原协议和本补充协议；
- (iv) 股份转让协议被解除的，则受让方有权以书面形式通知转让方解除原协议和本补充协议。

如因触发上述(i)至(iii)项情况导致原协议和本补充协议被受让方解除的，转让方应自原协议和本补充协议解除之日起五(5)个工作日内向受让方全额返还受让方已支付的财产份额转让价款并向受让方支付等额于其在本次份额转让中分别收取的首笔转让价款的分手费。为免疑义，若因一个或多个转让方原因触发上述(i)至(iii)项情况导致原协议和本补充协议被受让方解除的，则仅应由该等转让方共同且连带地承担全体转让方应支付的全部分手费。

如因触发上述(iv)项情况导致原协议和本补充协议被受让方解除的，转让方应自原协议和本补充协议解除之日起五(5)个工作日内向受让方全额返还受让方已支付的财产份额转让价款，转让方无需支付分手费。

为免疑义，如原协议和本补充协议根据本第8.02款(c)项解除的，转让方无需支付分手费。

- (b) 在本补充协议签署日起至交割日期间，在下列情况下，原协议和本补充协议可以被转让方解除：

如果在本补充协议签署日起至交割日期间，交易文件中所载的受让方的任何陈述和保证在任一方面不真实或不准确且在转让方书面通知之日起的15日内未能纠正，或受让方实质违反交易文件中的任何承诺或约定且在转让方书面通知之日起的15日内未能纠正，则转让方有权以书面形式通知受让方解除原协议和本补充协议。

如因触发上述情况导致原协议和本补充协议被转让方解除的，受让方应向各转让方支付等额于其应向各转让方支付的首笔转让价款的分手费，该等分手费从转让方应向受让方返还的财产份额转让价款中扣除，扣除后仍有剩余财产份额转让价款的，转让方应自原协议和本补充协议解除之日起五

(5) 个工作日内向受让方全额返还该等扣除分手费后的剩余财产份额转让价款。

- (c) 在本补充协议签署日起至交割日期间，在下列情况下，原协议和本补充协议可以被转让方或受让方解除：

在本补充协议签署日起至交割日期间，如任何有管辖权的政府部门发布命令、法令或裁定、或已采取任何其他行动，限制、阻止或以其他方式禁止原协议和本补充协议拟议的交易或导致原协议和本补充协议拟议的交易实质无法实施，则任何一方均有权以书面形式通知另一方解除原协议和本补充协议；

如因触发上述情况导致原协议和本补充协议被转让方或受让方解除的，转让方应自原协议和本补充协议解除之日起五（5）个工作日内向受让方全额返还受让方已支付的财产份额转让价款。

- (d) 原协议和本补充协议可经各方书面一致同意后解除。
- (e) 除非受让方在行使解除权时说明仅针对一个或多个转让方，否则受让方根据本第8.02款的约定向任一转让方发出书面解除通知的，解除的效力应及于所有转让方，即视为受让方解除与所有转让方在原协议和本补充协议项下的拟议交易。此外，为免疑义，受让方在行使解除权时，有权针对全部或部分转让方选择a)解除原协议和本补充协议，或b)仅解除本补充协议，不解除原协议，则该等转让方和受让方仍按原协议的约定继续履行。

各转让方有权根据本第8.02款的约定独立作出解除决定，任一转让方单方解除原协议和本补充协议的，解除的效力仅及于该转让方与受让方之间的约定。为免疑义，转让方解除本补充协议的，原协议视为一并解除。

第8.03款 继续有效

如果原协议和本补充协议根据第 8.02 款的规定被解除，则原协议和本补充协议应立即失效且任何一方均不再承担原协议和本补充协议项下任何责任，或受让方在行使解除权时针对全部或部分转让方选择仅解除本补充协议，不解除原协议的，则本补充协议应对该等转让方立即失效且不再承担本补充协议项下任何责任，该等转让方和受让方仍按原协议的约定继续履行；但：(a)原协议和本补充协议的 第 6.06 款、第七条、第 8.02 款、第 8.03 款、第九条将在原协议和本补充协议解除后继续有效，且(b)原协议和本补充协议中的任何规定均不得解除任何一方在原协议和本补充协议解除之前因违反原协议和本补充协议所应承担的责任。

若原协议和本补充协议根据第 8.02 款的规定被解除，各方应本着公平、合

理、诚实信用的原则，并配合采取一切所需的行动以尽快恢复到原协议和本补充协议签订时的状态（且最迟不晚于原协议和本补充协议根据第 8.02 款被解除后的十（10）个工作日内）。

若任何转让方未在第 8.02 款约定的期限内向受让方支付或返还相关款项的，则每逾期一日，转让方应按照其应付未付金额的每日万分之五的标准向受让方支付逾期违约金。

第九条 其它条款

第9.01款 费用

所有与交易文件的准备、签署和履行以及本次份额转让有关的费用、成本和开支（包括法律顾问、财务顾问、审计、评估费用等，合称为“交易费用”）均应由各方各自承担，但因转让方原因导致本次份额转让无法完成的，交易费用全部由转让方承担。转让方应自行协商确定需由其承担的交易费用在转让方内部的分摊原则。在任何情况下，各方依据第 9.01 款需承担的交易费用均不应由标的企业、集团公司实际承担。

第9.02款 税金

就因交易文件的签署、履行和实施交易文件所拟议的交易而产生的或与之有关的根据所有适用法律向各方分别计征的各项税金，以及与此相关的税务返还/优惠（如有）及后续责任，均应由各方自行负责申报、缴纳和承担。

为避免疑问，本补充协议第 2.02 款约定的财产份额转让价款均已包括转让方就本次份额转让按照适用法律所应缴纳和承担的所有相关税金（包括但不限于企业所得税、增值税和印花税等）。若转让方未能按照法律要求足额缴纳税金，或者税务主管部门事后认定与本次份额转让相关的个人所得税等税金扣缴不足而被要求补缴税金、滞纳金以及罚金（如有），转让方应当自行承担并缴纳该等税金、滞纳金以及罚金（如有），若造成受让方、标的企业、集团公司的任何损失，转让方应全额赔偿受让方、标的企业和集团公司。

第9.03款 转让

本补充协议对本补充协议各方的继任人和受让人具有约束力，并其利益及于本补充协议各方的继任人和受让人。未经其他方事先书面同意，任何一方不得转让本补充协议项下的权利和/或义务。

第9.04款 完整协议

交易文件以及依照交易文件交付的其它文件（包括附录）构成各方就交易文

件主题事项达成的全部协议和谅解，并取代在此之前各方就该等主题事项所达成的所有书面和口头的协议和承诺。本补充协议系对原协议的补充，若原协议与本补充协议有任何冲突，以本补充协议之约定为准。

各方为履行本补充协议而依照法律法规或相关政府部门要求已签署和/或将签署关于本次份额转让的文件（以下合称为“政府文件”），包括但不限于为完成本次份额转让涉及的工商变更登记手续而需要各方另行签署的财产份额转让协议或相应文件，则本补充协议之约定应视为对政府文件的补充和/或变更，并具有优先法律效力，若政府文件与本补充协议有任何冲突，以本补充协议之约定为准。

第9.05款 可分割性

若根据任何法律或公共政策，本补充协议的任何条款或其他规定无效、不合法或不可执行，则只要本补充协议拟议之交易的经济或法律实质未以对任何一方严重不利的方式受到影响，本补充协议的所有其他条款和规定仍应保持其全部效力。在任何条款或其他规定被认定为无效、不合法或不可执行时，各方应进行善意谈判，对本补充协议进行修订，以便以可接受的方式尽可能近似地实现各方的原有意图，从而尽量最大限度地完成本补充协议原先筹划之交易。

第9.06款 抵销

各方同意，就转让方在原协议和本补充协议项下产生的对受让方的任何支付义务，受让方有权要求行使抵销权，即从任何受让方应向对应的转让方支付的款项中予以扣减。如各方对前述抵销金额有异议的，各方应通过友好协商解决，如协商不成的，应按照本补充协议第9.010款(b)项执行，以上海国际经济贸易仲裁委员会最终仲裁裁决结果为准。

第9.07款 修订

原协议和本补充协议只能通过各方签字或加盖公章并由其法定代表人或授权代表签署的书面文件予以修订或修改。

第9.08款 通知

本补充协议中要求或允许的所有通知均应以书面形式作出，并且在以下情况下视为有效送达：

- (a) 经专人递送的，在交付给本补充协议受通知方时视为送达；
- (b) 交由一家全国认可的快递公司递送的，交给该快递公司后的第三(3)天，视为送达；或者

- (c) 通过电子邮件方式发送的，电子邮件发送至本补充协议受通知方服务器时视为送达。

所有的通信应发送至本补充协议附录 13 中所列示的地址，或者一方提前十(10)天书面通知对方的其它地址。

为避免疑义，本补充协议项下的转让方需向受让方发出的书面通知、通告，由转让方指定的电子邮箱向受让方指定的电子邮箱发出的邮件正文和/或附件即构成该等书面通知及公告；受让方在附录 13 指定的电子邮箱以邮件方式回复给该转让方的任何邮件正文和/或附件，均构成书面回复内容。任何一方如需变更指定电子邮箱，应提前二(2)个工作日向对方指定邮箱发出变更通知。

第9.09款 副本

本补充协议可签署并交付一式多份，共计三十四(34)份，每一转让方各持一(1)份，每一受让方各持二(2)份，每一标的企业各持一(1)份。每一份均为原件并具有相同效力。

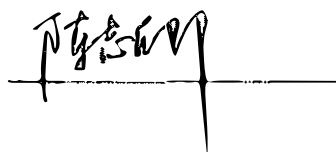
第9.010款 适用法律和争议解决

- (a) 本补充协议的准据法为中国法律，并应根据中国法律解释。
- (b) 因原协议和本补充协议的签署而产生的或与原协议和本补充协议有关的任何争议(“争议”)，均应提交上海国际经济贸易仲裁委员会按照其届时有效的仲裁规则在上海进行裁决，仲裁裁决为终局裁决，对各方均有约束力。仲裁员应为三人。仲裁程序中应使用中文。
- (c) 关于仲裁员的指定，由转让人和受让方分别指定一名仲裁员，第三名仲裁员由被指定的两名仲裁员协商指定并使其担任仲裁庭的首席仲裁员。

[以下无正文，为签字页]

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陈志卿:

A handwritten signature in black ink, appearing to read '陈志卿', is written over a horizontal line. The signature is stylized and cursive.

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金星:

金星

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朱剑宇：



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

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赖华平:

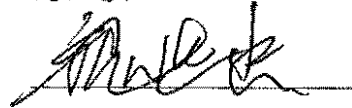


赖华平

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魏世忠:

A handwritten signature in black ink, appearing to read '魏世忠', written over a horizontal line.

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杨鹤俊:

杨鹤俊

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张■:

张■

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方骏:



A handwritten signature in black ink, appearing to be '方骏' (Fang Jun), written over a horizontal line.

关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
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于玮玮:



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

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矫正国:

矫正国

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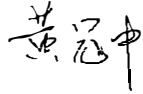
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沈霄:

沈霄

关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页

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黄冠中: 

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杨世霞:

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陈旭骅:

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关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
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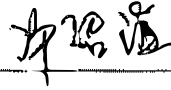
曹永健:



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许绍道:



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孙伟:

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孟永号:

孟永号

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袁海军:



关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
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邵江先:



关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
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姜杰:



关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
份额转让之《财产份额转让协议之补充协议》签字页

(关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页)

李琪:



关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页

(关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页)

贾斌:



关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页

(关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业
(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页)

姜波:



关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
份额转让之《财产份额转让协议之补充协议》签字页

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卢家桥:

卢家桥

关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页

(关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页)


徐进梅:

徐进梅

关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
份额转让之《财产份额转让协议之补充协议》签字页

(关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页)

方军:



A handwritten signature in black ink, appearing to be the name '方军' (Fang Jun), written over a horizontal line.

关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页

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冉隆平:



关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
份额转让之《财产份额转让协议之补充协议》签字页

(关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页)

苏州纳芯微电子股份有限公司(公章)



法定代表人/授权代表:

关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产份额转让之《财产份额转让协议之补充协议》签字页

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苏州纳星创业投资管理有限公司
(公章)



法定代表人 尚凌 代表:



关于上海莱睿企业管理合伙企业(有限合伙)和上海留词企业管理合伙企业(有限合伙)财产
份额转让之《财产份额转让协议之补充协议》签字页

附录 1
标的企业出资结构

本补充协议签署日和本次份额转让完成后，标的企业出资结构如下：

(一) 上海莱睿出资结构

注：下述本次份额转让完成后的上海莱睿出资结构已考虑砂睿科技根据股份转让协议的约定减资退伙。

合伙人姓名 /名称	合伙人性质	本补充协议签署日		本次份额转让完成后	
		认(实)缴出 出资额(万元)	出资比例	认(实)缴出 出资额(万元)	出资比例
方骏	普通合伙人	166.5223	8.6811%	0	0
上海砂睿科技 股份有限公司	有限合伙人	611.6207	31.8849%	0	0
朱剑宇	有限合伙人	402.33758	20.9766%	0	0
徐进梅	有限合伙人	237.66827	12.3908%	0	0
姜杰	有限合伙人	156.0041	8.1328%	0	0
姜波	有限合伙人	62.2326	3.2443%	0	0
赖华平	有限合伙人	47.9354	2.4990%	0	0
贾斌	有限合伙人	34.0722	1.7762%	0	0
杨世霞	有限合伙人	31.1161	1.6221%	0	0
陈志卿	有限合伙人	24.6596	1.2855%	0	0
黄冠中	有限合伙人	15.2470	0.7949%	0	0
杨鹤俊	有限合伙人	14.3444	0.7478%	0	0
李琪	有限合伙人	14.3133	0.7462%	0	0
金星	有限合伙人	13.2710	0.6918%	0	0
卢家桥	有限合伙人	10.6729	0.5564%	0	0
孟永号	有限合伙人	9.6849	0.5049%	0	0
魏世忠	有限合伙人	8.8829	0.4631%	0	0
孙伟	有限合伙人	8.4243	0.4392%	0	0
张四	有限合伙人	7.6235	0.3974%	0	0
于玮玮	有限合伙人	6.4647	0.3370%	0	0
陈旭骅	有限合伙人	6.4565	0.3366%	0	0
邵江先	有限合伙人	6.0988	0.3179%	0	0
袁海军	有限合伙人	6.0988	0.3179%	0	0
沈霄	有限合伙人	6.0988	0.3179%	0	0
许绍谊	有限合伙人	4.2121	0.2196%	0	0
曹永健	有限合伙人	3.0494	0.1590%	0	0
冉隆平	有限合伙人	1.5247	0.0795%	0	0
矫正■	有限合伙人	1.5247	0.0795%	0	0
苏州纳星创 业投资管理	普通合伙人	0	0	166.5223	12.7448%

合伙人姓名 /名称	合伙人性质	本补充协议签署日		本次份额转让完成后	
		认(实)缴出 资额(万元)	出资比例	认(实)缴出 资额(万元)	出资比例
有限公司					
苏州纳芯微 电子股份有 限公司	有限合伙人	0	0	1,140.0712	87.2552%
合计		1,918.2142	100.0000%	1,306.5935	100.0000%

(二) 上海留词出资结构

合伙人姓名 /名称	合伙人性质	本补充协议签署日		本次份额转让完成后	
		认(实)缴出 资额(万元)	出资比例	认(实)缴出 资额(万元)	出资比例
方骏	普通合伙人	101.1350	56.2690%	0	0
徐进梅	有限合伙人	46.2665	25.7415%	0	0
魏世忠	有限合伙人	30.9188	17.2024%	0	0
方军	有限合伙人	1.4147	0.7871%	0	0
苏州纳星创 业投资管理 有限公司	普通合伙人	0	0	101.1350	56.2690%
苏州纳芯微 电子股份有 限公司	有限合伙人	0	0	78.6000	43.7310%
合计		179.7350	100.0000%	179.7350	100.0000%

附录 2

转让方的财产份额转让情况及收款账户信息

(一) 转让方向受让方转让的标的企业目标财产份额的数量

1. 上海莱睿

转让方姓名	合伙人性质	目标财产份额		受让方名称
		对应出资额 (万元)	对应截至本补充协议 签署日的出资比例	
方骏	普通合伙人	166.5223	8.6811%	苏州纳星创业投资管理 有限公司
小计		166.5223	8.6811%	——
朱剑宇	有限合伙人	402.3758	20.9766%	苏州纳芯微电子 股份有限公司
徐进梅	有限合伙人	237.6827	12.3908%	
姜杰	有限合伙人	156.0041	8.1328%	
姜波	有限合伙人	62.2326	3.2443%	
赖华平	有限合伙人	47.9354	2.4990%	
贾斌	有限合伙人	34.0722	1.7762%	
杨世霞	有限合伙人	31.1161	1.6221%	
陈志卿	有限合伙人	24.6596	1.2855%	
黄冠中	有限合伙人	15.2470	0.7949%	
杨鹤俊	有限合伙人	14.3444	0.7478%	
李琪	有限合伙人	14.3133	0.7462%	
金星	有限合伙人	13.2710	0.6918%	
卢家桥	有限合伙人	10.6729	0.5564%	
孟永号	有限合伙人	9.6849	0.5049%	
魏世忠	有限合伙人	8.8829	0.4631%	
孙伟	有限合伙人	8.4243	0.4392%	
张■	有限合伙人	7.6235	0.3974%	
于玮玮	有限合伙人	6.4647	0.3370%	
陈旭骅	有限合伙人	6.4565	0.3366%	
邵江先	有限合伙人	6.0988	0.3179%	
袁海军	有限合伙人	6.0988	0.3179%	
沈霄	有限合伙人	6.0988	0.3179%	
许绍谊	有限合伙人	4.2121	0.2196%	
曹永健	有限合伙人	3.0494	0.1590%	
冉隆平	有限合伙人	1.5247	0.0795%	
矫正国	有限合伙人	1.5247	0.0795%	
小计		1,140.0712	59.4340%	——
合计		1,306.5935	68.1151%	——

2. 上海留词

转让方姓名	合伙人性质	目标财产份额		受让方名称
		对应出资额 (万元)	对应截至本补充协议 签署日的出资比例	
方骏	普通合伙人	101.1350	56.2690%	苏州纳星创业投资管理 有限公司
小计		101.1350	56.2690%	——
徐进梅	有限合伙人	46.2665	25.7415%	苏州纳芯微电子 股份有限公司
魏世忠	有限合伙人	30.9188	17.2024%	
方军	有限合伙人	1.4147	0.7871%	
小计		78.6000	43.7310%	——
合计		179.7350	100.0000%	——

(二) 财产份额转让价款

1. 方骏、徐进梅和方军

序号	转让方	受让方/付款方	首笔转让价款 (人民币元)	第二笔转让价款 (人民币元)	第三笔转让价款 (人民币元)	第四笔转让价款 (人民币元)	第五笔转让价款 (人民币元)	合计转让价款 (人民币元)
1	方骏	纳星投资 (首笔转让价款已由纳芯微于2024年7月5日支付)	7,261,539.18	30,662,488.53	37,924,027.71	37,924,027.71	12,641,342.59	126,413,425.72
2	徐进梅	纳芯微	0	21,784,598.69	21,784,598.69	21,784,598.69	7,261,532.90	72,615,328.97
3	方军		0	466,518.75	466,518.75	466,518.75	155,506.26	1,555,062.51
合计			7,261,539.18	52,913,605.97	60,175,145.15	60,175,145.15	20,058,381.75	200,583,817.20

2. 除方骏、徐进梅和方军外的转让方

序号	转让方	受让方/付款方	首笔转让价款 (人民币元)	第二笔转让价款 (人民币元)	第三笔转让价款 (人民币元)	第四笔转让价款 (人民币元)	第五笔转让价款 (人民币元)	第六笔转让价款 (人民币元)	合计转让价款 (人民币元)
1	魏世忠	纳芯微	1,395,771.28	9,044,123.92	10,439,895.20	3,479,965.07	5,219,947.61	5,219,947.60	34,799,650.68
2	朱剑宇		1,674,925.54	9,375,587.93	11,050,513.47	3,683,504.49	5,525,256.74	5,525,256.74	36,835,044.91
3	姜杰		697,885.64	3,586,480.89	4,284,366.53	1,428,122.18	2,142,183.26	2,142,183.26	14,281,221.76
4	姜波		0	1,709,104.24	1,709,104.24	569,701.41	854,552.12	854,552.11	5,697,014.12
5	赖华平		0	1,316,457.86	1,316,457.86	438,819.29	658,228.93	658,228.92	4,388,192.86
6	贾斌		0	935,730.49	935,730.49	311,910.16	467,865.25	467,865.25	3,119,101.64
7	杨世霞		0	854,546.63	854,546.63	284,848.88	427,273.31	427,273.30	2,848,488.75
8	陈志卿		0	677,230.69	677,230.69	225,743.56	338,615.35	338,615.35	2,257,435.64
9	黄冠中		0	418,730.90	418,730.90	139,576.97	209,365.45	209,365.43	1,395,769.65
10	杨鹤俊		0	393,942.64	393,942.64	131,314.21	196,971.32	196,971.33	1,313,142.14
11	李琪		0	393,088.54	393,088.54	131,029.51	196,544.27	196,544.26	1,310,295.12

序号	转让方	受让方/ 付款方	首笔转让价款 (人民币元)	第二笔转让价款 (人民币元)	第三笔转让价款 (人民币元)	第四笔转让价款 (人民币元)	第五笔转让价款 (人民币元)	第六笔转让价款 (人民币元)	合计转让价款 (人民币元)
12	金星		0	364,463.68	364,463.68	121,487.89	182,231.84	182,231.84	1,214,878.93
13	卢家桥		0	293,111.63	293,111.63	97,703.88	146,555.81	146,555.81	977,038.76
14	孟永号		0	265,978.02	265,978.02	88,659.34	132,989.01	132,989.00	886,593.39
15	孙伟		0	231,357.95	231,357.95	77,119.32	115,678.98	115,678.97	771,193.17
16	张囚		0	209,365.45	209,365.45	69,788.48	104,682.72	104,682.73	697,884.83
17	于玮玮		0	177,541.13	177,541.13	59,180.38	88,770.57	88,770.56	591,803.77
18	陈旭骅		0	177,315.93	177,315.93	59,105.31	88,657.97	88,657.97	591,053.11
19	邵江先		0	167,492.36	167,492.36	55,830.79	83,746.18	83,746.17	558,307.86
20	袁海军		0	167,492.36	167,492.36	55,830.79	83,746.18	83,746.17	558,307.86
21	沈霄		0	167,492.36	167,492.36	55,830.79	83,746.18	83,746.17	558,307.86
22	许绍谊		0	115,677.60	115,677.60	38,559.20	57,838.80	57,838.81	385,592.01
23	曹永健		0	83,746.18	83,746.18	27,915.39	41,873.09	41,873.09	279,153.93
24	冉隆平		0	41,873.09	41,873.09	13,957.70	20,936.55	20,936.54	139,576.97
25	矫正国		0	41,873.09	41,873.09	13,957.70	20,936.55	20,936.54	139,576.97
合计			3,768,582.46	31,209,805.56	34,978,388.02	11,659,462.69	17,489,194.04	17,489,193.92	116,594,626.69

(三) 转让方指定的收款银行账户信息

转让方姓名	转让方指定的收款银行账户信息
方骏	开户行：中信银行上海张江支行 开户行地址：上海市浦东新区科苑路 201 号 账号：6217680203902460 户名：方骏
徐进梅	开户行：中信银行昆山花桥支行 开户行地址：昆山市绿地大道 231 弄 9 号楼 账号：6217682001892331 户名：徐进梅
魏世忠	开户行：交通银行上海周浦支行 开户行地址：上海市浦东新区康沈路 1569 号 账号：6222620110089441480 户名：魏世忠
朱剑宇	开户行：上海浦东发展银行龙阳支行 开户行地址：上海市浦东新区梅花路 800-802 号 账号：6217920170467638 户名：朱剑宇
姜杰	开户行：招商银行上海联洋支行 开户行地址：上海市浦东新区芳甸路 300 号 账号：6226080010805007 户名：姜杰
姜波	开户行：招商银行上海分行张江支行 开户行地址：上海市浦东新区科苑路 88 号德国中心 2 号楼 1 层 账号：6226090211697699 户名：姜波
赖华平	开户行：中国银行上海市新江湾城支行 开户行地址：上海市杨浦区殷行路 1280 号 103 账号：6217850800016901017 户名：赖华平
贾斌	开户行：中国银行上海市秀沿路支行 开户行地址：上海市浦东新区秀沿路 905 号 账号：621785800004186514 户名：贾斌
杨世霞	开户行：交通银行上海张江支行 开户行地址：浦东新区松涛路 560 号张江大厦裙房底楼 账号：6222620110076922112 户名：杨世霞
陈志卿	开户行：中国银行上海市周浦支行 开户行地址：上海市浦东新区沪南公路 3435 号 账号：6217560800023203002 户名：陈志卿
黄冠中	开户行：工商银行张江科技科苑支行 开户行地址：上海市郭守敬路 31 号 账号：6222031001002261647 户名：黄冠中
杨鹤俊	开户行：中国银行上海周浦支行 开户行地址：上海浦东新区沪南公路 3435 号 账号：6217880800019027582

转让方姓名	转让方指定的收款银行账户信息
	户名：杨鹤俊
李琪	开户行：交通银行上海张江支行 开户行地址：上海市浦东新区张江镇张江高科技园区松涛路 560 号 账号：6222620110076922195 户名：李琪
金星	开户行：浦发银行金桥支行 开户行地址：上海市浦东新区金港路 509 号 账号：6225230185839783 户名：金星
卢家桥	开户行：中国银行深圳荔园支行 开户行地址：广东省深圳市福田区益民路 10 号 账号：6217582000035734524 户名：卢家桥
孟永号	开户行：交通银行上海春申支行 开户行地址：上海市闵行区皖町路 99 弄 178 号 账号：6222600110058008652 户名：孟永号
孙伟	开户行：交通银行上海张江支行 开户行地址：上海市浦东新区松涛路 560 号张江大厦裙楼 1-3 层 账号：6222620110076921320 户名：孙伟
张四	开户行：中国银行上海市吴泾支行 开户行地址：上海市闵行区龙吴路 5668-5678 号 账号：6217880800001845462 户名：张四
于玮玮	开户行：中国银行上海市紫薇路支行 开户行地址：浦东新区张江路 741-743 账号：6216 6108 0000 5963 708 户名：于玮玮
陈旭骅	开户行：交通银行上海张江支行 开户行地址：张江高科技园区松涛路 560 号 账号：6222620110076921833 户名：陈旭骅
邵江先	开户行：中国银行池州分行 开户行地址：安徽省池州市贵池区长江中路 308 号 账号：6216616312000978198 户名：邵江先
袁海军	开户行：交通银行上海自贸试验区分行 开户行地址：上海市浦东新区杨高南路 759 号 账号：6222600110004238742 户名：袁海军
沈霄	开户行：中国邮政储蓄银行真新支行 开户行地址：上海市嘉定区新郁路 218 号 5 幢 1 层 账号：6217992900059598867 户名：沈霄
许绍谊	开户行：中国银行上海市巨峰路支行 开户行地址：上海市浦东新区五莲路 1673 号 账号：6013820800084076213 户名：许绍谊

转让方姓名	转让方指定的收款银行账户信息
曹永健	开户行：农行无锡安镇支行 开户行地址：江苏省无锡市锡山区安镇街道锦安路26号 账号：6230520430083644176 户名：曹永健
冉隆平	开户行：中国工商银行江北建新东路支行 开户行地址：重庆市江北区建新东路10号附1号 账号：6212263100023452308 户名：冉隆平
矫正国	开户行：中国银行上海漕河泾开发区支行 开户行地址：上海市徐汇区宜山路900号F1层 账号：6235720800000421055 户名：矫正国
方军	开户行：招商银行徐家汇支行 开户行地址：上海市漕溪北路18号 账号：6225881219890257 户名：方军

附录 3

定义

“本次份额转让完成”指本次份额转让完成交割。

“不动产”指所有的土地（使用权）、房屋、建筑物、构筑物或其上的固定设施及其所有相关的附属物。

“财务报表”指目标公司合并资产负债表、合并利润表、合并现金流量表、合并所有者权益变动表以及相关财务报表附注。

“处置”指就任何财产、权利、权属或权益以任何方式授权/委托第三方、出售、让予、转让、交换、托管、出借、出租、出资、抵押、质押、设定任何负担或任何其它直接或间接的方式予以处置。

“促使”指为达到目的的实现而采取一切必要且可能的措施或行动，包括：采取所有的行动，签署并提交所有必要的文件等。

“法律”指适用的中国或中国以外的国家、省、地方或类似的法律、法规、规章及规范性文件，以及相关证券交易所制定的证券发行和交易规则或监管指引等。

“反腐败法律”指适用于集团公司的业务及交易与反贿赂或反腐败相关的法律或法规，包括但不限于：中国反腐败及反商业贿赂相关法律法规以及适用的其他国家的反贿赂或反腐败法律。

“负担”指任何担保权益、质押、抵押、留置（包括但不限于税收优先权、撤销权和代位权）、租赁、许可、债务、优先安排、权利主张、瑕疵、冻结、查封、限制性承诺或任何形式的限制，包括但不限于对使用、所有权、表决、转让、收益或对行使任何其他所有权权益的任何限制、优先购买权或优先认购权。

“负债”指所有债务、责任和义务，无论累积或固定、绝对或或有、已到期或未到期、已确定或未确定的，包括但不限于在任何法律、诉求或政府命令项下产生的以及在任何合同、协议、安排、许诺或承诺项下产生的债务、责任和义务。

“关联方”相对于任何主体而言，具有和《上海证券交易所科创板股票上市规则》第十五章“释义”中所定义的“上市公司的关联人”同等的含义。

“工作日”指银行通常在中国办理正常对公银行业务的日期（但不包括周六、周日（根据中国相关规定要求对法定节假日倒休的情况除外）和中国法定的节假日）。

“集团公司”指目标公司和在目标公司合并报表范围内的所有主体中的任一

或所有成员。

“集团公司知识产权”指由集团公司拥有的所有知识产权。

“交割”指受让方完成标的企业合伙协议的签署并生效。

“交割日”指受让方完成标的企业合伙协议的签署并生效之日。

“交易文件”指原协议、本补充协议、标的企业合伙协议、退伙协议、目标公司章程以及其他各方或相关方签署的与原协议和本补充协议项下交易相关的协议或文件（如有）。

“近亲属”指配偶、子女及其配偶、父母、配偶的父母、兄弟姐妹及其配偶、配偶的兄弟姐妹及其配偶。

“控制”系指通过持有有表决权的证券、或通过合同约定、信托安排、委托关系或其他方式拥有直接或间接决定另一主体的管理和政策的权力。

“纳税证明”指按照规定须向政府部门报备的有关税务的所有申报单、报告和表格，包括其项下的选择、申报、修订、附表、信息申报单或附件，以及政府部门依照适用法律，征收税款、基金、费、滞纳金、罚没款等各项收入的过程中，开具的收款、退款和缴库凭证。

“人民币”指中国的法定货币。

“社会保险”指根据适用法律应当参加和缴纳的所有法定的社会保障和福利缴款，包括但不限于养老保险、医疗保险、工伤保险、生育保险、失业保险和住房公积金。

“税务”或“税金”指由任何政府部门（包括但不限于税务部门）征收的任何类别的任何及所有税金、基金、费用、征费、税款、关税和其他收费（连同因此收取的任何及所有利息、罚没款、滞纳金、附加税和额外款项），包括但不限于：针对收入、特许权、偶然所得或其他利润、总收入、财产、销售、使用、工资、聘用、社会保障、失业补偿或净值征收的税金或其他收费；属消费税、预提税、转让税、印花税、房产税、土地使用税、契税、增值税或营业税性质的税金或其他收费；执照、登记和文件费；以及关税、税款和类似收费。

“诉求”指由任何主体提起的或向任何主体提起的任何权利主张、诉讼、申诉、上诉、仲裁、和解、裁定、质询、调查或其他程序。

“天”除非另有说明，均指自然日。

“许可知识产权”指集团公司自集团公司以外主体取得使用权的知识产权。

“应收账款”指集团公司应向第三方（包括股东及其它关联方、客户和员工）收取的任何和所有应收账款、票据及其他款项，以及任何与该等款项相关的未收取的应计财务费用。

“业务”指各集团公司目前从事的业务。

“元”指人民币元，除特别说明外。

“政府部门”指有管辖权的(i)任何中央级、省级、县市级的或外国的政府或任何行使政府或政府有关的行政、立法、司法、监管或行政管理职责的实体；(ii)任何国际公共组织；(iii)上述条款或本定义中所述的任何政府、实体或组织的任何代理、分支机构、或其他部门；或(iv)上述条款或本定义中所述的任何政府、实体或组织拥有或控制的任何公司、事业单位或其他主体（包括证监会、交易所）。

“政府命令”指由任何政府部门作出的任何命令、令状、判决、禁令、裁定、裁决、规定或决定。

“政府批准”指由任何政府部门授予的或作出的任何同意、批准、授权、弃权、许可、特许经营权、执照、证书、豁免、登记、备案、报告或通知。

“证监会”指中国证券监督管理委员会。

“知识产权”指(i)各种专利；(ii)商标、服务标记、商号、商业外观和域名，及其专属的商誉；(iii)著作权，包括计算机软件、作品、数据库的著作权；(iv)保密和专有信息，包括商业秘密和技术秘密；(v)任何法律规定的与(i)-(iv)项类似的任何权利；以及(vi)前述各项的注册和注册申请，无论前述各项是否已申请注册、已注册或无需注册。

“重大不利影响”指任何情况、变更或影响，而该情况、变更或影响单独地或与其他任何情况、变更或影响共同地：(i)对任何集团成员的业务、运营、资产、负债（包括但不限于或有责任）、经营业绩、财务状况或前景造成或有证据表明可能造成重大不利影响；(ii)对集团成员以其目前经营或开展或拟经营或开展业务的方式经营和开展业务的资质或能力产生或有证据表明可能产生重大不利影响；或(iii)对交易文件的履行，或者完成本补充协议拟议的交易产生或有证据表明可能产生重大不利影响。

“中国”指中华人民共和国，并且仅为本补充协议之目的，不包括香港特别行政区、澳门特别行政区和台湾地区。

“中国会计准则”指于整个所涉期间一贯适用的，在中国有效的通用会计准则，包括中国财政部颁布的《企业会计准则——基本原则》和各项具体会计准则、企业会计准则应用指南、企业会计准则解释及其他相关规定，以及中国证券监督管

理委员会《公开发行证券的公司信息披露编报规则第 15 号——财务报表的一般规定》的相关规定。

“主体”指任一个人、合伙、商社、股份公司、有限责任公司、协会、信托、非法人组织或其他实体。

“租赁不动产”指任何集团公司租用的不动产和与其相关的所有地役权、许可、权利和附属物。

“转让”就任何财产份额或股份而言，指直接或间接地转让、出售、让渡、质押、按揭、设定担保权益于该等财产份额或股份或另行处分、或设定或允许设定任何负担于该等财产份额或股份。

附录 4 第二笔转让价款支付条件满足证明书

致：苏州纳芯微电子股份有限公司、苏州纳星创业投资管理有限公司

日期：_____年____月____日

敬启者：

本人谨提及由方骏、魏世忠、朱剑宇、姜杰等 28 名自然人与苏州纳芯微电子股份有限公司和苏州纳星创业投资管理有限公司（“受让方”）于_____年____月____日签署的《财产份额转让协议之补充协议》（“财产份额转让补充协议”）。本通知内的黑体术语应具有与财产份额转让补充协议中相同的含义。

根据财产份额转让补充协议第 3.01 款及第 3.02 款，本人特此确认：

- (1) 财产份额转让补充协议和股份转让协议已由各方依法签署并生效；
- (2) 矽睿科技已为完成股份转让协议项下的股份转让取得其董事会和股东（大）会的决策批准，且已向受让方提供其董事会和股东（大）会决策批准的证明文件；
- (3) 受让方已为完成本次份额转让和股份转让协议项下的股份转让取得其董事会决策批准；
- (4) 放弃优先购买权和标的企业批准。本人已根据标的企业合伙协议的约定就本次份额转让取得标的企业其他合伙人放弃本次份额转让优先购买权的书面确认，并向受让方提供证明文件；已取得为完成本次份额转让所必要的标的企业决策批准，并向受让方提供标的企业决策批准的证明文件；
- (5) 目标公司批准。本人已根据目标公司股权激励计划、股权激励协议等的要求取得为完成本次份额转让所必要的目标公司股东（大）会决策批准，并向受让方提供目标公司股东（大）会决策批准的证明文件；
- (6) 第三方批准及通知义务。本人及标的企业已取得为完成交易文件项下拟议之交易所必要的所有相关第三方的同意和批准；本人及标的企业均已按照适用法律之规定履行其就本补充协议项下拟议之交易所需履行的各项通知义务；
- (7) 股份转让协议项下的股份转让已完成交割，即目标公司股东名册已将矽睿科技和上海莱睿合计持有的目标公司 24,60367 股股份（约占股份转让协议签署日目标公司总股本的 68.2822%）转让登记于受让方名下（股份转让协议项下的股份转让完成交割日为“股份转让交割日”）；
- (8) 目标公司章程修订。目标公司已召开股东（大）会，全体股东决议同意修改

目标公司章程（格式见财产份额转让补充协议附录 14），本人已配合受让方签署完成办理目标公司章程修订或章程修正案的工商变更登记备案手续的所有文件（如需）；

- (9) 公司治理。本人已配合受让方完成对目标公司董事会、监事会、高级管理人员的改组和法定代表人的变更，并已配合签署完成办理目标公司董事会、监事会、高级管理人员改组和法定代表人变更的工商变更登记备案手续的所有文件；
- (10) 矽睿科技和本人已签署并向受让方和标的企业交付受让方认可的矽睿科技和转让方从标的企业全部减资退伙的退伙协议（格式见财产份额转让补充协议附录 14）；
- (11) 受让方签署完毕反映本次份额转让的标的企业合伙协议；标的企业签署合伙人名册（格式见财产份额转让补充协议附录 14），并向受让方提供前述签署的合伙人名册；
- (12) 本人、集团公司、标的企业已按照与受让方确认的交接清单将集团公司、标的企业交接资料或文件交接给受让方指定人员，并由受让方指定人员签署交接清单予以确认，完成下列资料或文件的交接工作：
- (i) 集团公司和标的企业公章、法定代表人章、合同章、财务章、在开户行预留财务人员或其他人员个人名章、以及其他与集团公司、标的企业有关的所有印鉴、证照、政府批文、权利证书原件以及任何形式的复印件；
 - (ii) 集团公司和标的企业所有的财务资料以及财务、业务系统的操作权限，包括但不限于财务账册与账套数据、各类报表和辅助账、原始单据及凭证、税务申报材料、历年审计报告和调整底稿以及其他与经营相关的重要文件原件以及任何形式的复印件，以及网银密钥；
 - (iii) 集团公司和标的企业所有法律、业务、财务、员工文件（包括但不限于董事会决议、股东（大）会决议、合伙人会议决议、会议记录汇总、各类经营合同、报告、文件、材料、集团公司员工花名册、与集团公司员工有关的各类合同、文件、材料）原件以及任何形式的复印件；
- (13) 集团公司调整事项。集团公司已完成以下事项：
- (i) 目标公司和矽睿科技就集团公司通过矽睿科技向华虹半导体采购晶圆事项签署经受让方认可的合作协议，约定包括但不限于在矽睿科技向华虹半导体采购晶圆的合作期间，矽睿科技单季度向集团公司供应

不低于1,000片晶圆,集团公司向矽睿科技的晶圆采购价格应不高于矽睿科技向华虹半导体采购该晶圆的价格的1.25倍,该等晶圆采购的其他各项交易条件应不劣于股份转让交割日前集团公司通过矽睿科技实施的晶圆采购的条件,该合作协议于股份转让交割日起生效;

- (ii) 集团公司员工均在集团公司专职工作,集团公司和矽睿科技之间人员独立,集团公司和矽睿科技之间不存在人员混用的情形;
 - (iii) 方骏已解除集团公司总经理职务,徐进梅已解除集团公司行政管理职务;
 - (iv) 集团公司清理完成其与关联方及其相关方之间的非经营性资金往来(包括但不限于集团公司已清偿完毕与矽睿科技及其控制的主体之间的非经营性款项往来)及其与关联方及其相关方之间的超过正常账期的往来款项,本人已积极配合完成前述清理工作;
- (14) 在方骏名下的集团公司使用的域名(详见财产份额转让补充协议附录 11 附件 2,下同)无偿转让给集团公司或受让方,相关方已就此签署转让协议(格式见财产份额转让补充协议附录 14),并向受让方提交转让协议的复印件;
- (15) 声明、保证和承诺。本人在交易文件中的陈述和保证在财产份额转让补充协议签署日是真实、准确、完整的且不具有误导性,且截止至第二笔转让价款支付日也均应是真实、准确、完整的且不具有误导性,具有如同在财产份额转让补充协议签署日作出的同等效力和效果,交易文件所含的应由本人于第二笔转让价款支付日或之前履行的承诺和约定均已得到履行;
- (16) 无特定政府命令。任何政府部门均不存在任何未决的或可能采取的行动或程序,均未制定、发布、颁布、实施或通过任何法律或政府命令会导致任何交易文件所拟议之交易不合法或限制或禁止交易文件所拟议之交易;
- (17) 无法律程序或诉讼。不存在针对任何本人、其关联方和标的企业、集团公司的、已发生或可能发生的与交易文件项下的责任或义务的履行相关的诉求,并且该等诉求可能会限制交易文件所拟议之交易、或对该等交易的条款造成改变,或可能致使该等交易的完成无法实现或不合法,或可能构成重大不利影响;
- (18) 无重大不利变化。未发生任何对标的企业、集团公司的业务、资产、负债、经营业绩、财务状况产生或基于合理的预测将产生重大不利影响的事项;
- (19) 目标财产份额已实缴且无负担。本人持有的目标财产份额已全部实缴完成,不存在质押、冻结或其他任何影响目标财产份额转让的情形;且标的企业持

有的目标公司股份不存在质押、冻结或其他任何权利受限的情形；

(20)财产份额转让补充协议第 3.02 款所规定的支付第二笔转让价款的全部条件已于____年____月____日全部满足。

顺颂商祺。

[下页为签字页]

(本页为《第二笔转让价款支付条件满足证明书》签字页)

【】 (签字) :

附录 5 第三笔转让价款支付条件满足证明书

致：苏州纳芯微电子股份有限公司、苏州纳星创业投资管理有限公司

日期：_____年____月____日

敬启者：

本人谨提及由方骏、魏世忠、朱剑宇、姜杰等 28 名自然人与苏州纳芯微电子股份有限公司和苏州纳星创业投资管理有限公司（“受让方”）于_____年____月____日签署的《财产份额转让协议之补充协议》（“财产份额转让补充协议”）。本通知内的黑体术语应具有与财产份额转让补充协议中相同的含义。

根据财产份额转让补充协议第 3.01 款及第 3.03 款，本人特此确认：

- (1) **标的企业工商变更登记。**标的企业已办理完成矽睿科技从上海莱睿减资退伙和本次份额转让的工商变更登记手续，并向受让方提交工商变更登记证明的复印件；
- (2) **完税。**本人已在相关税务主管部门办理完成纳税申报，并足额缴纳本次份额转让涉及的全部税款，并向受让方提交税款缴纳凭证的复印件；
- (3) **目标公司工商变更登记备案。**目标公司已办理完成目标公司董事会、监事会、高级管理人员改组和章程或章程修正案的工商变更登记备案手续，向受让方提交工商变更登记备案证明的复印件；
- (4) **在方骏名下的集团公司使用的域名**（详见财产份额转让补充协议附录 11 附件 2，下同）已无偿转让给集团公司或受让方，并完成相应的变更登记手续（如涉及登记），将域名登记于集团公司或受让方名下，并向受让方提交变更登记证明的复印件；
- (5) 本人已配合受让方完成集团公司财务系统等各类内部流程管理系统审批权限变更，由受让方和集团公司共同行使审批权限，矽睿科技和转让方不再拥有对集团公司的审批权限；
- (6) 本人、集团公司、标的企业已按照与受让方确认的交接清单将集团公司和标的企业的供应商、客户及其他与集团公司和标的企业存在业务或资金往来的全部主体的完整名录、资料、信息交接给受让方指定人员，并由受让方指定人员签署交接清单予以确认；
- (7) **声明、保证和承诺。**本人在交易文件中的陈述和保证在财产份额转让补充协议签署日是真实、准确、完整的且不具有误导性，且截止至第三笔转让价款

支付日也均应是真实、准确、完整的且不具有误导性，具有如同在财产份额转让补充协议签署日作出的同等效力和效果，交易文件所含的应由本人于第三笔转让价款支付日或之前履行的承诺和约定均已得到履行；

- (8) 第二笔转让价款的支付已全部完成，且截至第三笔转让价款支付日，第二笔转让价款支付条件均保持满足；
- (9) 对于受让方在第二笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (10) 财产份额转让补充协议第 3.03 款所规定的支付第三笔转让价款的全部条件已于____年____月____日全部满足。

顺颂商祺。

[下页为签字页]

(本页为《第三笔转让价款支付条件满足证明书》签字页)

【】(签字):

附录 6 方骏、徐进梅和方军的第四笔转让价款支付条件满足证明书

致：苏州纳芯微电子股份有限公司、苏州纳星创业投资管理有限公司

日期：_____年____月____日

敬启者：

本人谨提及由方骏、魏世忠、朱剑宇、姜杰等 28 名自然人与苏州纳芯微电子股份有限公司和苏州纳星创业投资管理有限公司（“受让方”）于_____年____月____日签署的《财产份额转让协议之补充协议》（“财产份额转让补充协议”）。本通知内的黑体术语应具有与财产份额转让补充协议中相同的含义。

根据财产份额转让补充协议第 3.01 款及第 3.04 款，本人特此确认：

- (1) 本人、集团公司、标的企业已按照与受让方确认的交接清单（详见财产份额转让补充协议附录 15）将集团公司、标的企业交接资产、资料或文件全部交接给受让方指定人员，并由受让方指定人员签署交接清单予以确认，完成资产、资料或文件的交接工作。
- (2) 本人、集团公司、标的企业完成财产份额转让补充协议第 3.04 款(a)项约定的交接工作之日，方骏和徐进梅已与集团公司妥善解除劳动关系并签署必要的离职确认文件；且方骏已不晚于其与集团公司解除劳动关系之日与集团公司签署保密及竞业协议（保密及竞业协议格式见财产份额转让补充协议附录 14），并全面履行前述协议，不存在违约情形；
- (3) 声明、保证和承诺。本人在交易文件中的陈述和保证在财产份额转让补充协议签署日是真实、准确、完整的且不具有误导性，且截止至方骏、徐进梅和方军的第四笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在财产份额转让补充协议签署日作出的同等效力和效果，交易文件所含的应由本人于方骏、徐进梅和方军的第四笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (4) 第二笔转让价款和第三笔转让价款的支付已全部完成，且截至方骏、徐进梅和方军的第四笔转让价款支付日，第二笔转让价款支付条件和第三笔转让价款支付条件均保持满足；
- (5) 对于受让方在第二笔转让价款支付日和第三笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (6) 财产份额转让补充协议第 3.04 款所规定的支付方骏、徐进梅和方军的第四笔转让价款的全部条件已于_____年____月____日全部满足。

顺颂商祺。

[下页为签字页]

(本页为《方骏、徐进梅和方军的第四笔转让价款支付条件满足证明书》签字页)

【】 (签字) :

附录7方骏、徐进梅和方军的第五笔转让价款支付条件满足证明书

致：苏州纳芯微电子股份有限公司、苏州纳星创业投资管理有限公司

日期：_____年____月____日

敬启者：

本人谨提及由方骏、魏世忠、朱剑宇、姜杰等28名自然人与苏州纳芯微电子股份有限公司和苏州纳星创业投资管理有限公司（“受让方”）于_____年____月____日签署的《财产份额转让协议之补充协议》（“财产份额转让补充协议”）。本通知内的黑体术语应具有与财产份额转让补充协议中相同的含义。

根据财产份额转让补充协议第3.01款及第3.05款，本人特此确认：

- (1) 本人、集团公司、标的企业根据财产份额转让补充协议第3.02款(1)项、第3.03款(f)项和第3.04款(a)项的规定，完成全部资料和文件的交接工作之日起满一（1）年；
- (2) 声明、保证和承诺。本人在交易文件中的陈述和保证在财产份额转让补充协议签署日是真实、准确、完整的且不具有误导性，且截止至方骏、徐进梅和方军的第五笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在财产份额转让补充协议签署日作出的同等效力和效果，交易文件所含的应由转让方于方骏、徐进梅和方军的第五笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (3) 第二笔转让价款、第三笔转让价款和方骏、徐进梅和方军的第四笔转让价款的支付已全部完成，且截至方骏、徐进梅和方军的第五笔转让价款支付日，第二笔转让价款支付条件、第三笔转让价款支付条件和方骏、徐进梅和方军的第四笔转让价款支付条件均保持满足；
- (4) 对于受让方在第二笔转让价款支付日、第三笔转让价款支付日和方骏、徐进梅和方军的第四笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (5) 财产份额转让补充协议第3.05款所规定的支付方骏、徐进梅和方军的第五笔转让价款的全部条件已于_____年____月____日全部满足。

顺颂商祺。

[下页为签字页]

(本页为《方骏、徐进梅和方军的第五笔转让价款支付条件满足证明书》签字页)

【】（签字）：

附录 8 除方骏、徐进梅和方军外的转让方的第四笔转让价款支付条件满足证明
书

致：苏州纳芯微电子股份有限公司、苏州纳星创业投资管理有限公司

日期：_____年____月____日

敬启者：

本人谨提及由方骏、魏世忠、朱剑宇、姜杰等 28 名自然人与苏州纳芯微电子股份有限公司和苏州纳星创业投资管理有限公司（“受让方”）于_____年____月____日签署的《财产份额转让协议之补充协议》（“财产份额转让补充协议”）。本通知内的黑体术语应具有与财产份额转让补充协议中相同的含义。

根据财产份额转让补充协议第 3.01 款及第 3.06 款，本人特此确认：

- (1) 本人自财产份额转让补充协议签署日起至除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日持续在集团公司任职，且不存在违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律并给集团公司造成实际损失的情形；

为免疑义，若本人非因其违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律而与集团公司解除劳动关系的，则不影响受让方支付除方骏、徐进梅和方军外的转让方的第四笔转让价款；

- (2) 声明、保证和承诺。本人在交易文件中的陈述和保证在财产份额转让补充协议签署日是真实、准确、完整的且不具有误导性，且截止至除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在财产份额转让补充协议签署日作出的同等效力和效果，交易文件所含的应由本人于除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日或之前履行的承诺和约定均已得到履行；

- (3) 第二笔转让价款、第三笔转让价款和方骏、徐进梅和方军的第四笔转让价款的支付已全部完成，且截至除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日，第二笔转让价款支付条件、第三笔转让价款支付条件和方骏、徐进梅和方军的第四笔转让价款均保持满足；

- (4) 对于受让方在第二笔转让价款支付日、第三笔转让价款支付日和方骏、徐进梅和方军的第四笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；

- (5) 财产份额转让补充协议第 3.06 款所规定的支付除方骏、徐进梅和方军外的

转让方的第四笔转让价款的全部条件已于____年____月____日全部满足。

顺颂商祺。

[下页为签字页]

(本页为《除方骏、徐进梅和方军外的转让方的第四笔转让价款支付条件满足证明书》签字页)

【】 (签字):

附录 9 除方骏、徐进梅和方军外的转让方的第五笔转让价款支付条件满足证明
书

致：苏州纳芯微电子股份有限公司、苏州纳星创业投资管理有限公司

日期：_____年____月____日

敬启者：

本人谨提及由方骏、魏世忠、朱剑宇、姜杰等 28 名自然人与苏州纳芯微电子股份有限公司和苏州纳星创业投资管理有限公司（“受让方”）于_____年____月____日签署的《财产份额转让协议之补充协议》（“财产份额转让补充协议”）。本通知内的黑体术语应具有与财产份额转让补充协议中相同的含义。

根据财产份额转让补充协议第 3.01 款及第 3.07 款，本人特此确认：

- (1) 本人自财产份额转让补充协议签署日起至除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日持续在集团公司任职，且不存在违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律并给集团公司造成实际损失的情形；

为免疑义，若本人非因其违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律而与集团公司解除劳动关系的，则不影响受让方支付除方骏、徐进梅和方军外的转让方的第四笔转让价款；

- (2) 声明、保证和承诺。本人在交易文件中的陈述和保证在财产份额转让补充协议签署日是真实、准确、完整的且不具有误导性，且截止至除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在财产份额转让补充协议签署日作出的同等效力和效果，交易文件所含的应由本人于除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日或之前履行的承诺和约定均已得到履行；
- (3) 第二笔转让价款、第三笔转让价款、方骏、徐进梅和方军的第四笔转让价款、方骏、徐进梅和方军的第五笔转让价款和除方骏、徐进梅和方军外的转让方的第四笔转让价款的支付已全部完成，且截至除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日，第二笔转让价款支付条件、第三笔转让价款支付条件、方骏、徐进梅和方军的第四笔转让价款支付条件、方骏、徐进梅和方军的第五笔转让价款支付条件和除方骏、徐进梅和方军外的转让方的第四笔转让价款支付条件均保持满足；
- (4) 对于受让方在第二笔转让价款支付日、第三笔转让价款支付日、方骏、徐进梅和方军的第四笔转让价款支付日、方骏、徐进梅和方军的第五笔转让价款

支付日和除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；

(5) 财产份额转让补充协议第 3.07 款所规定的支付除方骏、徐进梅和方军外的转让方的第五笔转让价款的全部条件已于_____年_____月_____日全部满足。

顺颂商祺。

[下页为签字页]

（本页为《除方骏、徐进梅和方军外的转让方的第五笔转让价款支付条件满足证明书》签字页）

【】（签字）：

附录 10 除方骏、徐进梅和方军外的转让方的第六笔转让价款支付条件满足证明
书

致：苏州纳芯微电子股份有限公司、苏州纳星创业投资管理有限公司

日期：_____年____月____日

敬启者：

本人谨提及由方骏、魏世忠、朱剑宇、姜杰等 28 名自然人与苏州纳芯微电子股份有限公司和苏州纳星创业投资管理有限公司（“受让方”）于_____年____月____日签署的《财产份额转让协议之补充协议》（“财产份额转让补充协议”）。本通知内的黑体术语应具有与财产份额转让补充协议中相同的含义。

根据财产份额转让补充协议第 3.01 款及第 3.08 款，本人特此确认：

- (1) 本人自财产份额转让补充协议签署日起至除方骏、徐进梅和方军外的转让方的第六笔转让价款支付日持续在集团公司任职，且不存在违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律并给集团公司造成实际损失的情形；

为免疑义，若本人非因其违法违规或违反劳动合同、员工手册等集团公司相关内部规定、劳动纪律而与集团公司解除劳动关系的，则不影响受让方支付除方骏、徐进梅和方军外的转让方的第四笔转让价款；

- (2) 声明、保证和承诺。本人在交易文件中的陈述和保证在财产份额转让补充协议签署日是真实、准确、完整的且不具有误导性，且截止至除方骏、徐进梅和方军外的转让方的第六笔转让价款支付日也均应是真实、准确、完整的且不具有误导性，具有如同在财产份额转让补充协议签署日作出的同等效力和效果，交易文件所含的应由本人于除方骏、徐进梅和方军外的转让方的第六笔转让价款支付日或之前履行的承诺和约定均已得到履行；

- (3) 第二笔转让价款、第三笔转让价款、方骏、徐进梅和方军的第四笔转让价款、方骏、徐进梅和方军的第五笔转让价款、除方骏、徐进梅和方军外的转让方的第四笔转让价款和除方骏、徐进梅和方军外的转让方的第五笔转让价款的支付已全部完成，且截至除方骏、徐进梅和方军外的转让方的第六笔转让价款支付日，第二笔转让价款支付条件、第三笔转让价款支付条件、方骏、徐进梅和方军的第四笔转让价款支付条件、方骏、徐进梅和方军的第五笔转让价款支付条件、除方骏、徐进梅和方军外的转让方的第四笔转让价款支付条件和除方骏、徐进梅和方军外的转让方的第五笔转让价款支付条件均保持满足；

- (4) 对于受让方在第二笔转让价款支付日、第三笔转让价款支付日、方骏、徐进梅和方军的第四笔转让价款支付日、方骏、徐进梅和方军的第五笔转让价款支付日、除方骏、徐进梅和方军外的转让方的第四笔转让价款支付日和除方骏、徐进梅和方军外的转让方的第五笔转让价款支付日豁免的未完成的各项转让价款支付条件（如有）均获得满足或被受让方书面豁免；
- (5) 财产份额转让补充协议第 3.08 款所规定的支付除方骏、徐进梅和方军外的转让方的第六笔转让价款的全部条件已于____年____月____日全部满足。

顺颂商祺。

[下页为签字页]

(本页为《除方骏、徐进梅和方军外的转让方的第六笔转让价款支付条件满足证明书》签字页)

【】 (签字) :

附录 11

转让方的陈述和保证

转让方在此向受让方作出如下陈述和保证，该等陈述和保证在本补充协议签署日，并且截至交割日期间的每一天（但明确说明在其他特定日期作出的陈述和保证则在該等特定日期）均应是真实、准确、完整的且不具有误导性。

第11.01款 行为能力和权限。(a)其为中国公民，并且拥有完全的民事权利能力和民事行为能力，以签订交易文件，履行其在交易文件项下的义务并完成交易文件拟议的交易；(b)交易文件已由其正式签署并交付，而且（假定受让方已正式授权、签署并交付交易文件）交易文件构成其合法、有效和具有约束力的义务，并可按照其条款对其强制执行。

第11.02款 无冲突。其签署、交付和履行交易文件目前不会、且将来亦不会(a)违反或抵触任何适用的法律或政府命令（或者导致可能因该等法律或政府命令而产生重大不利影响的某一事件或一系列事件）；或(b)抵触或导致违反本人作为一方的或使本人任何资产受约束或影响的任何合同、文件或安排，或构成其项下的违约，或授予他人任何终止、修改、加速履行、中止、撤销或取消该等合同、文件或安排的权利，或导致根据该等合同、文件或安排在任何本人拟转让的目标财产份额上设置任何负担。

第11.03款 同意和批准。除为完成本次份额转让而需取得的工商主管部门的政府登记备案之外，集团公司、标的企业和转让方就交易文件的签署、交付和履行以及完成本次份额转让，均不需要获得其他任何政府部门的政府批准或其他第三方主体（包括但不限于债权人）的任何同意、允许或授权，亦无需任何政府部门或其他主体采取任何行动或向任何政府部门或其他主体备案或发送通知。

第11.04款 目标财产份额。转让方拟向受让方转让的标的企业财产份额（“转让方目标财产份额”）由转让方无任何负担地各自合法持有且权属清晰，不存在代持，不存在任何直接或间接的有关在转让方目标财产份额或其权益上设置任何负担的任何协议、安排或义务，不存在任何主体享有与转让方目标财产份额或其权益有关的任何负担，不存在任何权属纠纷或潜在纠纷。转让方目标财产份额系转让方依法获得且已足额、按时缴纳了对应的全部认缴出资额；不存在任何使转让方有义务出售或转让任何转让方目标财产份额或转让方目标财产份额其他权益或其他权利的协议、安排或承诺。转让方进行本次份额转让不会违反任何优先购买权、共同出售权或类似权利的约定，不存在股份限售等任何限制，且不存在任何违反公司法等法律的情形。本次份额转让完成后，受让方即可获得对转让方目标财产份额的完整有效且不涉及任何负担、诉求和主张限制的全部权利。且标的企业持有的目标公司股份不存在质押、冻结或其他任何权利受限的情形。

第11.05款 标的企业和集团公司。

- (a) 标的企业和每一集团公司均为依照注册地法律正式组成、有效存续而且状况良好的企业，均未停业或破产且未丧失偿债能力或在其债务到期时无法偿付债务，也未根据注册地法律进入清算或被接管程序，不存在任何就其

清算、停业、宣告破产或其他类似事件被提出的申请、作出的命令、通过的有效决议或采取的其他行动。

- (b) 标的企业除了持有目标公司股份外，未在任何其他公司、企业、协会或其他实体中直接或间接拥有任何股权或其他权益；标的企业未担任合伙企业的合伙人或通过任何合伙企业从事业务的任何部分，亦无参与任何合资企业或类似安排，或在任何对外投资中承担无限责任；标的企业未经营任何实质业务，除合伙人出资外不存在任何其他收入或应收款项，除办理工商、税务等政府部门事务的应付费用外不存在任何其他支出或应付款项。除了已在本附录 11 附件 1 披露的情况外，集团公司未在任何其他公司、企业、协会或其他实体中直接或间接拥有任何股权或其他权益；无任何集团公司担任合伙企业的合伙人或通过任何合伙企业从事业务的任何部分，亦无集团公司参与任何合资企业或类似安排，或在任何对外投资中承担无限责任。

第11.06款 资本结构。标的企业的认缴出资总额已全部依法实缴，且不附带任何额外的出资义务。所有集团公司的注册资本已全部缴足或根据法律及章程规定分期缴足，注册资本的缴纳完全符合适用法律和其章程的要求，且除因未到出资期限而未缴纳的出资外，其股东并无追加出资的义务。目标公司持有的各集团公司的股权均由目标公司无任何负担地持有。集团公司不存在任何与任何集团公司的股权或类似权益有关的、或使集团公司有义务发行或出售任何股权或权益，或导致其股本结构发生变化的任何性质的期权、认股权、可转换证券或其他类似权利的协议、安排或承诺（包括但不限于回购、回赎安排，授予或承诺授予任何集团公司员工或其他主体的期权或其他与股权有关的激励，或股权代持、表决权信托、股东协议、委托证书或其他协议）。特别地，集团公司不存在未授予完毕股权激励计划或任何预留股份作为股权激励，目标公司分别于2020年和2022年制定的股权激励计划项下未授予的241万股的激励股份已作废，不再执行。集团公司的设立、历次股权/股份变更及出资均已经根据适用法律的规定履行了必要评估、验资及审批/备案程序，且不存在可能会对集团公司造成损失的任何争议和诉求。

第11.07款 遵守法律。除目标公司2020年12月资本公积及盈余公积转增股本时自然人股东未缴纳个人所得税外，标的企业和所有集团公司均遵守所有适用的法律，并按照所有适用的法律和政府命令从事业务，没有在业务经营中违反任何法律或政府命令，被行政机关处以行政处罚。标的企业和每一集团公司均拥有所有从事其现有业务经营所必要的政府批准，均没有违反该等政府批准，所有该等政府批准均完全有效，且不存在可能导致该等政府批准无效或被撤销的情形。

第11.08款 许可。每一集团公司均拥有所有从事其现有业务经营所必要的许可、执照、注册、登记和任何类似的许可（“许可”），均没有违反该等许可，且所有该等许可及认证均完全有效，且已依照法律要求及现有业务开展需要更新该等许可的登记事项，没有任何情况表明该等许可及认证可能会被变更、撤销或于到期日无法获得续展。

第11.09款 诉求。

- (a) 不存在由任何标的企业、集团公司或转让方提起的或针对标的企业或任何

集团公司或转让方提起的与业务或以其他方式与标的企业或任何集团公司有关的或影响标的企业或任何集团公司的资产或财产或业务的任何待决诉求或潜在的诉求。标的企业和任何集团公司或其资产或财产均不受任何可能造成重大不利影响的任何政府命令的约束，亦不存在任何潜在的由任何政府部门发布的该等政府命令。

- (b) 不存在针对标的企业或任何转让方或集团公司的已发生或可能发生的诉求，并且该等诉求合理预计将会限制本次份额转让、或对本次份额转让的商业条款造成改变，或可能致使本次份额转让无法完成；标的企业、任何转让方、集团公司不受任何影响或可能影响本补充协议或任何交易文件的合法性、有效性或可强制执行性或交易文件所拟议交易的完成的政府命令的约束。

第11.010款 合同。标的企业和集团公司的每一份合同均：

- (a) 合法成立，对该等合同的各方具有约束力，并且具有完全的效力；
- (b) 在交易文件拟议的交易完成后，应继续完全有效且不会因本次份额转让产生重大不利影响。标的企业或集团公司不存在严重违反任何合同的违约行为。不存在任何合同项下的任何其他方严重违反该等合同的违约行为。集团公司所签署的合同均价格公允，不存在关联方通过重大不合理定价补贴集团公司或损害集团公司权益的情形。集团公司未签署限制或禁止其与受让方及/或其关联方开展业务或资本合作的任何协议。集团公司均已经就其业务经营所需的各项业务合作、资源支持及业务往来适当签署书面合同，该等合同真实反映了各签约方的商业安排。
- (c) 除股份转让协议、标的企业的合伙协议和交易文件外，不存在其他影响或可能影响标的企业资产、财产或存续的协议、安排或文件。
- (d) 不存在标的企业或任何集团公司作为一方的、并可能对受让方或其关联方形成限制的任何不竞争协议或其他类似承诺。
- (e) 集团公司与其客户、经销商、代理商、供应商之间的交易均：(i)定价公允；(ii)不存在侵害各集团公司合法权益的情形，也不存在一方为另一方代垫成本费用或进行利益输送等类似情形。

第11.011款 不竞争；关联交易。

- (a) 除上会会计师事务所（特殊普通合伙）出具的目标公司审计报告（上会师报字(2024)第 9851 号）披露的关联交易之外，任何集团公司和集团公司股东、董事、监事、高级管理人员及其关联方之间无任何其他关联交易。现有关联交易(i)具有必要性和真实商业意图，(ii)不侵害集团公司和其他目标公司股东的合法权益且履行了适当的审批程序，(iii)定价公允。
- (b) 除矽睿科技为集团公司的客户、供应商外，矽睿科技及其控制的主体、目标公司其他现有股东、目标公司董事、监事、高级管理人员以及前述人员的近亲属（“核心关联方”）未在任何竞争者、或集团公司的任何供应商或

客户或经销商中拥有任何直接或间接的财务权益或其他关联关系；除集团公司使用的商标在上海莱睿名下，使用的域名在方骏名下外，核心关联方未直接或间接地拥有任何集团公司用于经营业务或以其他方式使用的任何有形或无形财产，或在其中拥有任何其他权益。

第11.012款 资产。

- (a) 集团公司拥有、租赁或者享有合法权利使用所有目前在其从事业务的过程中使用或者拟使用的资产（包括知识产权、不动产、设备、存货、预付账款及其他动产、长期股权投资、合同权利及其他资产等），该等资产上不存在任何负担，不存在导致或产生上述权利负担的任何协议或承诺，且没有任何人有权提出对上述权利负担的主张。集团公司不存在自有不动产。
- (b) 出租人（作为一方）与集团公司（作为另一方）之间的每份租约，(i)其在适用法律项下根据其条款系有效、具有约束力和可执行性；(ii)其出租方为租赁不动产的所有人或经租赁不动产所有权人合法授权而有权出租租赁不动产；(iii)不存在该等租约项下的违约事件，或与该等租约有关的任何争议、纠纷或索赔；(iv)租赁不动产不存在任何影响集团公司正常持续合理使用的负担。
- (c) 不存在与任何集团公司的不动产有关的对任何法律的违反。转让方已提供有关各集团公司使用和租赁各租赁不动产的各项协议，集团公司可占有和使用该等不动产，而且不存在任何合同或法律限制其以目前之方式使用该等不动产的能力。
- (d) 集团公司拥有、租赁或者享有合法权利使用所有目前在其从事业务的过程中使用或者拟使用的资产不存在少记或漏记减值损失等行为，就目前可知的范围内不存在任何减值迹象，不存在需要计提减值准备的情形。

第11.013款 知识产权和技术。

- (a) 除集团公司使用的商标在上海莱睿名下，使用的域名在方骏名下外，集团公司是集团公司所有和/或使用的知识产权的合法所有人，拥有其全部权利和权益，该等知识产权上不存在任何负担，集团公司有权在其持续的业务经营中不受限制地（集团公司因为与电子科技大学共有知识产权受到的适用法律要求的法定限制除外）使用其所有拥有所有权的知识产权。集团公司正常生产经营所需的商标申请和专利申请，不存在冲突的在先申请或其他可能影响申请成功的情形。
- (b) 集团公司就许可知识产权拥有有效的许可使用权，许可知识产权的许可方拥有所有必要的权利和授权将许可知识产权许可给相关集团公司使用。特别地，转让方对目标公司和转让方于2017年3月13日签署的《产品技术使用权转让及委托生产协议》项下第一代磁编码器（磁编码器 ASIC (MAZU1) &AMR 角度传感器芯片 (QMG103) &AMR 高压磁开关 IC (QMG102) &AMR 低功耗磁开关 IC (QMG101)）技术拥有包括使用权、所有权在内的完整权利，该技术不存在任何侵犯其他第三方权利的情形。

于前述协议签署日至今，目标公司合法有效地使用第一代磁编码器技术，且拥有目标公司在该技术基础上研发的后续磁编码器技术包括使用权、所有权在内的完整权利。

- (c) 除中山市麦歌恩电子产品有限公司外，集团公司其他经销商、客户不存在使用“麦歌恩”名义从事相关业务活动的情况。
- (d) 集团公司知识产权是有效的和可强制实施的，其中没有任何部分被判定无效或不可强制实施。每一项在政府部门注册的集团公司知识产权均符合所有的适用法律，并且为维持该等知识产权完全有效而必须作出或采取的所有报备、付款和其它行为均已作出或采取。集团公司将采取积极措施（包括及时续缴年费等）以确保其在政府部门注册的任何知识产权在本补充协议签署日之后的十二(12)个月内不会失效或到期。
- (e) 除集团公司使用的商标在上海莱睿名下，使用的域名在方骏名下，以及与电子科技大学共有专利外，集团公司没有授予（口头或书面）任何第三方有关集团公司知识产权的许可或其他权利，亦不存在集团公司知识产权的所有权或使用权对外转让、与第三方共享、放弃、未及时缴纳年费、设置质押等权利负担等情形。交易文件的签署、交付和履行以及交易文件项下拟议之任何交易的完成，均不会改变或严重损害集团公司的知识产权。
- (f) (i)集团公司业务的经营、集团公司知识产权、许可知识产权的使用不会与任何第三方主体的知识产权相冲突，也没有侵犯或盗用任何第三方主体的知识产权，并且没有任何主张前述情况的未决或潜在诉求；(ii)没有任何主体正在从事侵犯任何集团公司知识产权的任何活动；(iii)集团公司知识产权没有受到限制其使用或者损害其有效性或可强制实施性的政府命令、第三方权利或合同义务的约束。
- (g) 各集团公司的董事、高级管理人员、技术人员、关键员工和顾问负有为集团公司之利益对其在雇用过程中获得的所有机密和专有信息进行保密的书面义务，且在其受雇于任何集团公司期间在其雇用范围内由其作出的所有发明的所有权利、权属和所有权归属于雇用其的集团公司所有。
- (h) 集团公司目前所签署的合同中没有任何关于知识产权的规定会对集团公司现在以及未来的业务运营产生重大不利影响。除与电子科技大学共有专利外，不存在约定集团公司参与形成的知识产权成果归属于第三方或由公司与第三方共有的合同。集团公司签署的合同中，均按照正常商业惯例设置了知识产权、专有技术及其他商业秘密保护条款。

第11.014款 保险。每一集团公司，目前并且自过去三年来一直按适用法律要求且符合行业习惯和惯例，为对其业务和运营重要的资产投保财产保险（包括但不限于一般责任险、一切财产险和工伤保险）。

第11.015款 税务。

- (a) 标的企业和每一集团公司自成立至今，遵守适用的税务法律的规定，未受

到过税务处罚；

- (b) 除目标公司 2020 年 12 月资本公积及盈余公积转增股本时自然人股东未缴纳的个人所得税外，(i)所有按照适用的税务法律要求必须提交的有关集团公司税金的纳税证明和报告均已按照适用的税务法律按时提交并获取；(ii)所有要求在该等纳税证明和报告上显示的或以其他方式到期的税金均已按时支付，并不存在其他欠缴、少缴或漏缴且未补缴该等税金的情况，而且集团公司资产负债表上计提的税金已足额反映了集团公司所有纳税义务已发生但尚未到期支付的税务责任；(iii)所有该等纳税证明和报告记载的计税依据、扣除项目、应税所得额、适用税率、税金及允许税前扣除项目等涉税项目均不存在虚假或不符适用法律的情形；(iv)任何税务部门均未提议就该等纳税证明和报告作出调整；(v)据转让方了解的信息目前不存在其他任何未决的或潜在的对集团公司提起的有关涉税调查、涉税审计、评定或收取税金的诉讼或程序；(vi)据转让方了解的信息目前集团公司不存在正在履行的任何目的在于避税的交易或为避税目的任何合同；(vii)就支付给或应偿还任何员工、债权人、股东或其他主体的任何款项，集团公司按照适用的税务法律的要求已履行代扣代缴义务和按时扣缴应扣缴的税金；(viii)集团公司的任何资产上均未设置任何税收优先权；(ix)自成立至今，集团公司均未违反适用税务法律规定的转让定价规定，集团公司与关联方的所有交易均遵守独立交易原则；(x)集团公司不会因本次份额转让完成前发生会计方法改变而造成在本次份额转让完成后的应税期间内发生增加应税所得或减少扣除项目；(xi)各转让方已就其自目标公司设立以来历次转让公司股权/股份所适用的税金、依照适用法律的规定及时履行了各项纳税申报和缴纳义务；
- (c) 自成立至今，集团公司获得所有的税务或其他财政优惠、补贴或奖励政策的获得均遵守适用的法律、不会在未来因不实际符合条件或未满足特定承诺而需要补缴或退还、且除非相关法律或政府部门的政策发生变化，将持续有效。

第11.016款 财务报表。标的企业和集团公司的财务报表的编制符合适用的法律、财务和中国会计准则的要求。标的企业和集团公司提供的全部财务文件或说明及其内容均为真实、完整和准确，真实、准确、完整地反映了标的企业和集团公司截止报表日或报表日所涵盖期间的财务及经营状况，在任何方面不具误导性。标的企业和集团公司不存在任何未在财务报表上体现或披露的实际、或有债务，不存在账外收入、账外负债、股东或员工等第三方占用公司资金、内部控制漏洞等问题。特别地，集团公司曾存在的通过第三方主体发放薪酬、奖金以及资金占用问题均已全部妥善解决，不存在对集团公司的负债、或有负债以及集团公司会因此承担责任或受到损失的情形。

第11.017款 无特定变化。自 2023 年 12 月 31 日以来，标的企业和集团公司均以与过去惯例相一致的方式正常经营业务，没有发生或经合理预计会发生导致对标的企业和集团公司造成重大不利影响的任何事件、变化或情况，也未采取其他可能对本补充协议项下拟议之交易带来任何现实或潜在重大不利影响的其他行动。

第11.018款 特定合规事项。

- (a) 各集团公司并未在业务中聘请各集团公司外部代表开展实质性经营，各集团公司及其董事、高级管理人员、关键员工遵守中国以及适用的其他国家的反腐败法律，均不存在实质违反反腐败法律的行为。
- (b) 各集团公司及其董事、高级管理人员、关键员工未曾提出支付、承诺支付或授予支付任何金钱、或者提出给予、赠与、承诺给予或授予任何有价之物给任何政府官员；集团公司及其董事、高级管理人员、关键员工未曾且将来亦不会就本次份额转让，作出任何会导致受让方或其任何关联方违反反腐败法律的行为。
- (c) 任何政府官员或政府部门目前在任何集团公司都没有直接或间接利益，并且在目标公司及在本补充协议下受让方支付给转让方的财产份额转让价款中没有任何法定或实益权益。
- (d) 集团公司具有且将继续保持符合反腐败法律和公认会计准则的、完整和准确的财务账簿和记录及有效内控措施，合理确保其账簿公允准确地反映相关交易。
- (e) 集团公司的运营开展始终遵守反洗钱法律的有关财务记录及报告要求。并无任何未决的或可能发生的、由或向任何政府部门提起的诉讼涉及任何集团公司，且与反洗钱法律相关。

第11.019款 员工。

- (a) 各集团公司均遵守所有有关雇用或劳动关系的适用法律，包括但不限于有关劳动合同、最低工资、社会保险以及职业病防治方面的法律。集团公司均已及时作出了以下行为：(i)预提了适用法律要求必须从集团公司员工处预扣的全部款项，并支付给了相应的政府部门，包括但不限于预提并代扣代缴了该集团公司员工应缴纳的所有的个人所得税和社会保险份额；(ii)向相应的政府部门支付了适用法律或主管政府部门要求支付的所有员工的社会保险份额；及(iii)向每位集团公司员工支付并提供了因适用的劳动法律和适用于该集团公司员工的劳动条款所要求支付的薪金、离职费和其他应付报酬；及(iv)已完成并保持合法有效的社会保险登记。
- (b) 除截至本补充协议签署日目标公司已经向受让方披露的2020年和2022年制定的股权激励计划外，各集团公司未制定或实行任何其他与股权、期权或类似权益相关（无论该等股权、期权或类似权益是否与任何集团公司股权或类似所有者权益相关）的员工激励计划；各集团公司均不是任何其他激励计划、奖金计划、利润分享计划、退休计划或其他员工报酬或激励协议或安排的一方或受其约束（但集团公司在其正常经营中向员工发放薪酬、年度奖金、专项考核机制奖金、绩效考核奖金除外）。
- (c) 各集团公司和其员工之间不存在任何正在进行中的或可能发生的罢工或集体性劳动纠纷。集团公司的员工不属于任何与集团公司就雇用关系进行谈

判的集体谈判组织。

- (d) 任何集团公司的关键员工均没有向集团公司提出终止与集团公司之间的劳动关系，该集团公司也没有计划要终止雇用其关键员工。在遵守有关不当终止员工劳动关系的一般原则以及适用的劳动法律的前提下，集团公司可以自行决定终止雇用任一员工。
- (e) 没有任何集团公司员工或用工违反其对原就职单位所负的任何有效期内的或尚未届满的保密义务、竞业禁止义务及其他对其有约束力的劳动人事相关义务或责任。
- (f) 于本补充协议签署日，除方骏外，集团公司其他员工均在集团公司专职工作。且于交割日起，集团公司员工均在集团公司专职工作，集团公司和矽睿科技之间人员独立，不存在人员混用的情形。

第11.020款 第三方回款。集团公司的所有第三方回款均是真实必要且合理有效的，符合相关合同的约定并切实履行的，也不存在任何虚构交易或调节账龄的情形。集团公司及其董事、监事、高级管理人员以及关联方与第三方回款的支付方不存在任何关联关系或财务利益安排。不存在任何未决或潜在的、由于第三方回款所导致的贷款归属纠纷或其他争议情况。

第11.021款 应收账款。除已在财务报表中拨备（如有）的款项外，财务报表中反映的所有应收账款均是在与过去惯例相符的正常业务经营中发生的，集团公司对于所有与业务相关的应收账款，拥有有效的且各集团公司可以对此执行的请求权，并可在通常的应收期间内及通常的业务过程中收回。

第11.022款 客户。任何集团公司未收到任何来自重要客户的通知，表明在该次交割日之后的任何时候将停止使用该集团公司的产品或服务，或实质性减少对该产品或服务的使用。集团公司亦无任何理由认为上述情况有可能发生或本补充协议项下拟议的交易会导致上述情况的发生。

第11.023款 产品质量。集团公司出售的产品不存在重大产品质量瑕疵，也不存在第三方主体针对集团公司提起的与集团公司产品存在重大质量瑕疵相关的投诉、纠纷、召回、重大事故或其他类似法律程序或诉求。除正常业务经营中发生的符合商业惯例的退换货之外，集团公司均没有接受其客户持有的存货或商品退货的义务或责任。

第11.024款 充分披露。交易文件、或根据交易文件向受让方交付的任何信息、文件和材料，或在受让方就交易文件谈判的过程中转让方自身或委托他人向受让方或其代表以口头或书面形式提供的任何信息、文件和材料均是真实的、完整的、准确的和不具有误导性的。与本次份额转让有关的可能产生重大不利影响的任何事实转让方已经向受让方充分披露，并无任何对任何集团公司或本次份额转让具有（或可能在未来具有）重大不利影响、但并未在交易文件中披露的事实或不真实陈述。

附录 11 附件 1：集团公司对外投资清单

序号	被投资主体名称	注册资本 (万元/人民币)	集团公司持股情况
1	深圳麦歌恩科技有限公司	2,000	目标公司持股 100%
2	重庆睿歌微电子有限公司	2,000	目标公司持股 100%
3	深圳麦歌恩微电子有限公司	200	目标公司持股 100%
4	麦歌恩电子（上海）有限公司	196.2624	目标公司持股 100%

附录 11 附件 2：在第三方名下的集团公司知识产权清单

(一) 上海莱睿注册商标

序号	注册人	商标	注册类别	注册号	有效期	取得方式
1	上海莱睿		9	8909353	2021.12.14- 2031.12.13	继受取得
2	上海莱睿	麦歌恩	9	62432002	2022.7.28- 2032.7.27	原始取得
3	上海莱睿		9	71257537	2024.1.28- 2034.1.27	原始取得

(二) 上海莱睿申请中的商标

序号	申请人	商标	注册类别	注册号	申请日	商标状态
1	上海莱睿	麦歌恩 <small>麦歌恩 麦歌恩</small>	9	62433239	2022.1.27	驳回复审中
2	上海莱睿		9	62429436	2022.1.27	驳回复审中

(三) 域名

序号	域名	主办单位名称	ICP 备案号	域名持有者	注册日期	到期日期
1	magntek.com.cn	麦歌恩电子 (上海) 有限 公司	沪 ICP 备 14023536 号-1	方骏	2009.6.9	2029.6.9
2	magntek.cn			方骏	2009.6.9	2029.6.9

附录 12

受让方的陈述和保证

受让方在此向转让方作出如下陈述和保证，该等陈述和保证在本补充协议签署日，并且截至交割日期间的每一天（但明确说明在其他特定日期作出的陈述和保证则在該等特定日期）均应是真实、准确、完整的且不具有误导性。

第12.01款 组织和权限。其为依照中国法律正式组成、有效存续而且状况良好的企业，并且拥有全部所需的权力、权限和授权以及完全的法律能力，以签订交易文件，履行其在交易文件项下的义务并完成交易文件拟议的交易。其签署和交付交易文件、履行其在交易文件项下的义务和完成交易文件拟议的交易，已经通过其采取所有必需的内部批准而获得了正式授权。交易文件已由其正式签署并交付，而且（假定转让方已正式授权、签署并交付交易文件）交易文件构成其合法、有效和具有约束力的义务，并可按照其条款对其强制执行。

第12.02款 无冲突。其签署、交付和履行交易文件不(a)违反或抵触其章程或其他组织文件的规定或与之相冲突，或(b)违反或抵触任何适用的法律或政府命令。

附录 13
通知方式

姓名/名称	通知方式
方骏	地址：上海市闵行区古龙路 666 弄 2 号 302 室 邮政编码：201102 电话：13816697581 电子邮件：362158810@qq.com
徐进梅	地址：上海市闵行区古龙路 666 弄 2 号 302 室 邮政编码：201102 电话：13162639909 电子邮件：362158810@qq.com
魏世忠	地址：上海市浦东新区康沈路 1199 弄 25 号 1201 邮政编码：201318 电话：18621860129 电子邮件：18621860129@163.com
朱剑宇	地址：上海市闵行区金丰路 777 弄 21 号 902 邮政编码：210000 电话：18516276549 电子邮件：jianyu.zhu@magntek.com.cn
姜杰	地址：上海市浦东新区杨高中路 2168 弄 24 号 302 邮政编码：200135 电话：13585890641 电子邮件：jie.jiang@magntek.com.cn
姜波	地址：上海市宝山区走马塘路 1228 弄 4-2101 邮政编码：200436 电话：18616730025 电子邮件：jinbojun@sina.com
赖华平	地址：杨浦区双阳北路 288 弄 46 号 401 室 邮政编码：200433 电话：13818266045 电子邮件：hp.lai@magntek.com.cn
贾斌	地址：上海市浦东新区博山东路 459 弄 10 号 302 邮政编码：200135 电话：18016226269 电子邮件：bin.jia@magntek.com.cn
杨世霞	地址：上海浦东东浦路 82 弄 22 号 403 邮政编码：201203 电话：13661757379 电子邮件：yang@magntek.com.cn
陈志卿	地址：上海市浦东新区北艾路 1765 弄 117 号 401 室 邮政编码：200125 电话：13641808157 电子邮件：zhiqing.chen@magntek.com.cn
黄冠中	地址：上海浦东新区晨晖路 825 弄 18 号 1002 室 邮政编码：201203 电话：15001715823 电子邮件：guanzhong@qq.com
杨鹤俊	地址：上海浦东环龙路 259 弄 18 号 301 室 邮政编码：200127

姓名/名称	通知方式
	电话: 13918766685 电子邮件: cryptopsy@163.com
李琪	地址: 上海市浦东新区瑞福路 52 弄 邮政编码: 201210 电话: 18817930726 电子邮件: qi.li@magntek.com.cn
金星	地址: 上海浦东新区航头路 988 弄 87 号 602 室 邮政编码: 201316 电话: 18701971137 电子邮件: xing.jin@magntek.com.cn
卢家桥	地址: 广东省深圳市坪山区和强路 8 号财富城 (一期) 3 栋 B 座 14E 邮政编码: 518000 电话: 18676661635 电子邮件: 18676661635@163.com
孟永号	地址: 上海市闵行区江文路 125 弄 12 号 301 室 邮政编码: 201112 电话: 15618658672 电子邮件: 534752483@qq.com
孙伟	地址: 上海市松江区乐都路 100 弄通波小区 104 号 401 室 邮政编码: 201600 电话: 13564044733 电子邮件: reonsw@163.com
张因	地址: 上海市七莘路 3333 号 11 区 1 号 502 室 邮政编码: 201101 电话: 13917326324 电子邮件: qiu.zhang@magntek.com.cn
于玮玮	地址: 青桐路 18 弄 15 号 202 邮政编码: 201203 电话: 13918725066 电子邮件: weiwei.yu@magntek.com.cn
陈旭骅	地址: 上海市浦东新区杨高南路 4501 弄 6 号 302 室 邮政编码: 200123 电话: 13636385488 电子邮件: cxh505@qq.com
邵江先	地址: 上海市浦东新区惠南镇育海路 88 弄 邮政编码: 201313 电话: 18726150675 电子邮件: jiangxian.shao@magntek.com.cn
袁海军	地址: 上海市浦东新区夏栎路 233 弄 148 号 1102 室 邮政编码: 201306 电话: 13817457410 电子邮件: yuanhaijun0315@163.com
沈霄	地址: 上海市嘉定区丰庄西路 558 弄 62 号 603 邮政编码: 201824 电话: 13817008229 电子邮件: xiao.shen@magntek.com.cn
许绍谊	地址: 上海市奉贤区万顺路 2768 弄 28 号 邮政编码: 201403 电话: 18521560798

姓名/名称	通知方式
	电子邮件: shaoyi.xu@magntek.com.cn
曹永健	地址: 江苏省无锡市锡山区兴吴路 68 号香江豪庭 1 幢 1101 室 邮政编码: 214000 电话: 18151551961 电子邮件: 419566122@qq.com
冉隆平	地址: 重庆市南岸区桃源路 160 号和泓阳光 1 栋 6-1 邮政编码: 400060 电话: 13883895930 电子邮件: 277810777@qq.com
矫正国	地址: 上海市浦东新区盛夏路 58 弄 3-702 邮政编码: 200120 电话: 17717262866 电子邮件: zhengguo.jiao@magntek.com.cn
方军	地址: 上海长宁区福泉路 123 弄 33 号 1302 室 邮政编码: 200335 电话: 13901935358 电子邮件: 13901935358@139.com
苏州纳芯微电子股份有限公司	地址: 苏州工业园区东荡田巷 9 号 邮政编码: 215128
苏州纳星创业投资管理有限公司	收件人: 禹思捷 电话: 15858377793 电子邮件: sijie.yu@novosns.com

附录 14
文本格式

- 一、目标公司章程
- 二、上海莱睿退伙协议
- 三、上海留词退伙协议
- 四、上海莱睿合伙人名册
- 五、上海留词合伙人名册
- 六、域名转让协议
- 七、保密及竞业协议

附录 15
交接清单

一、财务交接清单

序号	类型	内容
1	资金	银行U盾
2	资金	现金保险箱及密码、现金日记账、银行存款日记账、历年现金盘点表
3	资金	银行流水（网银导出）；银行开销户资料
4	资金	未使用过的空白票据(银行汇票、支票、信用证等)、已使用过的存根、银行保函等(如有)
5	资金	银行理财产品，有价证券台账、认购合约、产品说明书及指令
6	核算	鼎捷账套数据库(自成立起)
7	核算	自成立起到切换为鼎捷之前的序时账
8	核算	原始会计凭证归档文件
9	核算	会计核算辅助表格(带公式版核算底稿，如收入、成本、资产、开票台账等)
10	核算	历年审计调整底稿
11	核算	六大往来明细表；长期资产明细表；（若系统可直接导出，则无需提供）
12	核算	加速折旧明细（若有）
13	核算	工资表；应付职工薪酬余额构成明细
14	核算	历年存货盘点计划、盘点表及盘点差异分析报告等资料
15	报告	历年审计报告、验资报告、税审报告、专项报告等
16	报告	试算表调整分录及依据
17	报告	内部管理报表(预算报表、管理分析报表等)
18	税务	研发项目资料、辅助帐；研发费用加计扣除报告；高企认定报告；（若有）
19	税务	与审计报告一致的汇算清缴资料
20	税务	税务申报资料(含所有税种)
21	税务	出口退税申报表（若有）
22	税务	税务登录密码（个税/电子税局）
23	其他	所有业务系统使用权限
24	其他	所有业务系统操作指南
25	其他	员工清册、社保、公积金账号等
26	其他	其他与公司经营相关的重要文件（如有）
27	其他	政府补助台账及红头文件
28	其他	对外报表的用户名、密码(如工商系统、科技统计、高企统计)
29	三会文件	公司历年决议文件
30	支撑单据	历年合同台账及合同原件（包括但不限于销售、采购）
31	支撑单据	自成立起到切换为鼎捷之前的采购入库、委外出入库、销售出入库明细表等；即：存货进销存
32	支撑单据	外部账单、签收单、关单等支撑文件
33	支撑单据	交割日前涉及财务影响的未结事项

二、IT 交接清单

1、业务系统交接清单

序号	文档名称	内容
1	系统需求规格说明书	系统需求规格说明书
2	数据字典	数据字典： 确认是否有数据库与数据表结构等信息内容 确认是否有未注释的库名、表名、字段名 确认每个表应用于哪个模块
3	用户操作手册	包括用户操作手册和管理员操作手册
4	问题台账	自系统运行开始，系统的问题清单
5	系统运维文档	系统正式环境和测试环境的管理员账号及密码信息
6		服务器（包括地址，账号，密码等），服务器架构图
7		系统部署说明：根据此说明文档，可成功部署该系统
8		对外接口的描述文档
9		开通端口信息
10		应用系统配置
11		系统备份策略和恢复方式说明
12		巡检建议
13		常见问题排查手册
14		如果涉及源代码：源代码及源代码管理说明（若有代码管理，确认其账号密码信息）
15	如果涉及源代码：开发环境搭建详细说明，按此说明，能成功搭建起开发环境，可进行相应程序的 Debug	
16	系统品牌商授权/合同	需提供品牌商名称、联系方式、产品版本号、产品采购及服务合同
17	产品服务商	如果系统非原厂提供开发和运维服务的，需提供服务商合作协议和联系方式

2、其他

序号	类型	内容
1	系统架构与设施	所有的系统架构文档，涵盖硬件设施（服务器、存储设备、网络设备）的部署位置、连接方式、性能参数、配件清单、冗余策略
2	系统架构与设施	所有的网络拓扑结构图和详细的网络配置信息，包括 IP 地址分配、子网掩码、网关、VLAN 划分、路由表
3	系统架构与设施	所有的 IT 设备的资产清单，如服务器、存储、网络、台式机、笔记本、打印机、会议设备的规格、型号、序列号、存放位置、维保信息
4	软件	所有软件应用的完整清单，包括操作系统、办公软件、研发软件、业务系统等，同时提供每个软件的许可证和授权信息，包括许可证类型、有效期、授权数量、激活方式等。
5	安全与权限	所有的安全防护措施相关资料，如防火墙规则配置、入侵检测系统和入侵防御系统的设置、防病毒软件的部署和更新策略、漏洞扫描报告和修复记录、补丁修复配置
6	安全与权限	系统的所有用户账号和权限分配列表，明确每个用户的角色、权限级别和访问范围，以及密码重置的流程和策略，包括密码复杂度要求、定期更改密码的规定
7	安全与权限	定期的系统备份计划和最近的备份文件，包括全量备份和增量备份，同时说明备份的存储位置、恢复测试的频率
8	运维与协议	系统的维护手册和故障处理指南。系统的维护手册，涵盖日常维护任

序号	类型	内容
		务、定期巡检内容、故障排查步骤和常见问题的解决方法，同时附上维护人员的联系方式和响应时间
9	运维与协议	与第三方服务提供商的合作协议，如云服务提供商（AWS、Azure等）、托管服务提供商等，包括服务级别协议（SLA）、费用结构、服务范围和终止条款
10	运维与协议	IT相关流程，如权限申请，问题处理
11	运维与协议	软硬件以及第三方服务提供商的管理员账户和权限分配列表，账号密码信息

三、人事行政交接清单

序号	内容
1	正式及非正式员工花名册（参考表二《员工花名册基础信息》）
2	在职正式员工及过往三年离职正式员工的个人档案
3	整体薪酬当期数据（包括但不限于工资/福利/奖金/股票期权/薪酬异动项等）及过往三年的历史数据
4	核心技术团队信息：详细介绍核心技术人员的专业背景、技术专长、研究成果及对公司技术发展的贡献。
5	关键岗位员工信息：特别列出对公司发展有重要影响的关键员工，包括他们的职位、能力、贡献及潜在离职风险等。
6	员工保密与竞业协议：与员工签订保密协议和竞业限制协议的情况，以及这些协议的执行情况
7	当期在处理劳动关系案例（针对有劳动争议如工伤、仲裁等的清单）
8	组织架构图：详细展示公司的各级部门、岗位设置及相互关系
9	部门职责说明书：明确各部门的主要职责、工作内容及考核标准
10	岗位说明书：详细描述各岗位的职责、任职资格、技能要求等
11	过往三年员工绩效评估数据：反映员工在过去一段时间内的工作表现、成果及评价
12	员工培训计划与记录：展示公司为员工提供的培训项目、培训内容及培训效果
13	员工手册
14	人事行政各职能模块相关工作流程/制度/文件
15	人事行政相应资产及过往三年结算情况
16	人事行政相应供应商明细及过往三年结算情况
17	其他重要人事行政相关资料

四、公司治理交接清单

序号	类型	内容	说明
1	股东大会、董事会、监事会会议记录	历次重要会议的会议纪要、决议、议程、记录、表决票签到册等文件	
2	公司章程	最新版本的公司章程及历次修正案	
3	各项内部规章制度	财务管理制度	包括但不限于员工手册、薪酬、福利、绩效考核、培训等各项制度
4		人力资源管理制度	
5		销售管理制度	
6		采购管理制度	

序号	类型	内容	说明
7		信息管理制度	
8		印章管理制度	
9		合同管理制度	
10		其他各项内部管理制度	包括但不限于三会议事规则、总经理办公细则、信息披露、证券事务管理、保密、反舞弊、等各项管理制度
11	公司治理结构	组织架构图	
12		各部门职责	
13		关键岗位人员信息及联系方式	
14	工商、税务、海关等登记信息	包含历年工商、税务、海关等有关部门的登记及变更记录、档案、文件等	包括但不限于相关电子光盘、ekey等文件（如有）
15		各类公司证照原件	包括但不限于营业执照、税务登记证、海关登记证、开户许可证、组织机构代码证、社保登记证、进出口许可证、环保许可证、消防安全许可证等（如有）
16		所有政府批文、许可证的原件或加盖公章的复印件	
17		许可证的年检、续期记录及未来续期的规划	
18	董监高履历	董事会、监事会成员和高管的履历和任职记录	
19	股权资料	股东名册	
20		历次股权转让、对外融资的协议、决策文件及相关税费凭证	
21		对外投资的相关决策文件	
22		股权质押相关文件（如有）	
23	新三板上市文件	申请新三板上市的相关资料	

五、法务交接清单

序号	类型	内容	说明
1	现有诉讼、仲裁和法律纠纷记录	当前和历史的诉讼记录、仲裁、法律纠纷的详细情况汇总	提供案件时间线，包括立案时间、审理阶段、判决结果等
2		提供案卷或案件档案	包括起诉状、答辩状、判决书、裁定书、和解协议等
3	潜在法律争议	潜在的法律纠纷	包括可能主动发起和可能被告的案件（如有）
4		收到及发出的所有历史函件	包括所有的公函、律师函和其他类型的函件
5	行政处罚记录	政府部门对公司作出的行政处罚决定书、整改通知（如有）	包括整改情况汇总（如有）
6		当前正在程序中的行政调查、处罚或执法案件（如有）	
7	合同和文件	所有已签署的合同、协议、备忘	包括但不限于与客户端、采购端

序号	类型	内容	说明
8		录等的原件	和其他合作伙伴的合同
		所有已签署的承诺或其他单方文件的副本	包括但不限于质保函、担保函、承诺函、说明函等各类单方文件
9		上述所有合同及文件的审批记录	
10	印章	所有实体印章原件	包括但不限于：公章、法人章、财务章、合同章、发票专用章、报关专用章、业务章、收款章、签字章、各类银行预留印鉴等
11		制作的电子印章用户名、密码及其管理员权限	包括但不限于：各类电子签平台印章（如E签宝、法大大、上上签、契约锁等）、CA证书电子印章、电子图片印章及其他符合中国《电子签名法》等法律规定的印章、签名等
12		实体及电子印章的所有用印登记记录	
13		所有现有印章的汇总清单	

六、知识产权交接清单

序号	类型	内容	说明
1	专利文件	专利证书	已授予的专利证书（如有原件，请提供）
2		专利申请及审查历史文件	包括技术交底书、专利申请文件定稿（word版本）、专利申请提交文件副本、所有的官文及提交的答复或修改文件副本等
3		专利维护记录	专利缴费凭证、专利著录项目变更记录等
4		与专利相关的协议	包括专利许可协议、转让协议等
5	商标文件	商标注册证书	商标注册证书（如有原件，请提供）
6		商标申请及审查历史文件	商标申请提交文件副本（申请书、图样等）、所有的官文及提交的答复/复审文件副本等
7		商标维护记录	包括缴费凭证、商标续展、变更、异议、复审等相关记录
8		与商标有关的协议	包括商标许可协议、转让协议等
9	软件著作权文件	软件著作权登记证书	软件著作权登记证书（如有原件，请提供）
10		软件著作权申请文件	包括申请提交文件副本、所有的官文及提交的答复文件副本等
11		软件著作权维护记录	包括缴费凭证、涉及软件著作权维权的法律文书、诉讼记录等
12		与软件著作权相关的协议	包括软件著作权许可协议、转让协议等
13	集成电路布图设计文件	集成电路布图设计登记证书	集成电路布图设计登记证书（如有原件，请提供）
14		集成电路布图设计申请及审查	包括申请文件副本、所有的官文

序号	类型	内容	说明
15		历史文件	及提交的答复或修改文件副本等
		集成电路布图设计维护记录	包括缴费凭证、涉及集成电路布图设计维权的法律文书、诉讼记录等
		与集成电路布图设计相关的协议	包括集成电路布图设计专有权许可、转让协议等
17	技术秘密文件	技术秘密清单	涉及技术秘密的详细说明, 包括技术诀窍、工艺流程等
18		技术秘密保护措施	保护技术秘密的内部管理文件和措施, 包括保密协议、员工培训记录等
19	其他知识产权文件	其他知识产权文件	其他知识产权如文学、艺术等作品著作权证书和申请文件副本、域名注册和备案文件等
20		其他知识产权协议	其他知识产权许可协议、转让协议、合作协议等
21	知识产权诉讼及其他纠纷解决记录	诉讼案件记录	有关知识产权的诉讼记录, 包括原告和被告信息、案件情况、判决结果等
22		纠纷解决	知识产权纠纷的解决方案和相关法律文件, 包括但不限于知产侵权函件、法律备忘录、侵权分析报告、FTO 报告等

七、公共事务交接清单

序号	类型	内容	说明
1	资质荣誉	资质荣誉的清单及扫描件	包括企业及各类全资子公司从政府机构、行业协会等组织获得
2		各项资质荣誉的牌匾、证书等原件	包括技术交底书、专利申请文件定稿(word版本), 专利申请提交文件副本、所有的官文及提交的答复或修改文件副本等
3	外部交流活动	参加的各类 NGO 组织的清单	
4	项目申报资料	历年项目申报清单及全套材料	包括但不限于高新技术企业、专精特新企业以及各类区、市、国家等研发创新项目的全套资料
5		各类政府网站的 Ukey、账户名、密码及管理权限	包括公司各级主体在各地区政府机构所涉及的网站权限

基石投资协议

2025年11月26日

苏州纳芯微电子股份有限公司

及

元禾纳芯国际有限公司

及

中国国际金融香港证券有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

及

建银国际金融有限公司

PAUL
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本协议（本「协议」）于2025年11月26日订立

订约方：

- (1) 苏州纳芯微电子股份有限公司，一家于2013年5月17日根据中国法律成立，并于2016年4月13日转制为股份有限公司的公司，其注册地址位于中国江苏省苏州工业园区东荡田巷9号，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「本公司」）；
- (2) 元禾纳芯国际有限公司，一家在香港注册成立的公司，其注册办事处位于 Unit 2223, 22/F, Yan's Tower, 25-27 Wong Chuk Hang Road, Aberdeen, Hong Kong（「投资者」）；
- (3) 中国国际金融香港证券有限公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」）；
- (4) 中信證券（香港）有限公司，其注册办事处地址为香港金钟道88号太古广场一座18楼（「中信證券」）；
- (5) 中信里昂證券有限公司，其注册办事处地址为香港金钟道88号太古广场一座18楼（「中信里昂」）；及
- (6) 建银国际金融有限公司，获香港证券及期货事务监察委员会发牌进行《证券及期货条例》（香港法例第571章）项下第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）受规管活动的持牌法团（中央编号.AJO225），其主要营业地点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」）。

（中金、中信證券及建银国际为「联席保荐人」）

（中金、中信里昂及建银国际为「整体协调人」）

鉴于：

- (A) 本公司已提交申请通过全球发售（「全球发售」）使其H股（定义见下文）于联交所（定义见下文）上市（「本次上市」），有关发售包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股（可予重新分配）（「香港公开发售」）；及
 - (ii) 依据S规例（定义见下文）或另行获《证券法》（定义见下文）豁免登记规定的适用豁免在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的H股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「国际发售」）。

- (B) 中金、中信證券及建银国际担任本次上市的联席保荐人，及中金、中信里昂及建银国际担任全球发售的整体协调人及资本市场中介。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

- 1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(f)条所给予的涵义。

「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指中国及香港持牌银行通常向中国及香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及中国及香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司（「**香港结算**」）建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「《公司（清盘及杂项条文）条例》」指经不时修订、补充或以其他方式修改的《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**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士 / 核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「《**合约(第三者权利)条例**》」指经不时修订、补充或另行修改的《**合约(第三者权利)条例**》（香港法例第623章）。

「**控股股东**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年4月28日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**延迟交付日期**」指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第4.3条通知投资者的较晚日期。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的任何第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的该等其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有序文(A)所赋予的涵义。

「**获弥偿方**」具有第6.5条所赋予的涵义，及按文意所指，单数形式的「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有序文(A)所赋予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所赋予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H

股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「**《上市指南》**」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「**《上市规则》**」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的上市指南和其他要求。

「**禁售期**」具有第5.1条所赋予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费），其上限不得高于116.00港元。

「**超额配售权**」具有国际发售通函所赋予的涵义。

「**各方**」指本协议指明的订约方；及按文意所指，「**一方**」指其中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所赋予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**监管机构**」具有第6.2(i)条所赋予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**S规例**」指《证券法》下的S规例。

「**人民币**」指人民币，为中国的法定货币。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「**证监会**」或「**香港证监会**」指香港证券及期货事务监察委员会。

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「**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》所给予的涵义。

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「**美元**」指美国的法定货币。

「**美国人士**」具有S规例所赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例

或规则；

- (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
- (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别指香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「包括」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由双方共同豁免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以豁免，且第3.1(f)条所载条件只能由本公司、联席保荐人和整体协调人共同予以豁免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、联席保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(i)并非或将不会成为美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，**但前提是：**

- (a) 投资者须促使该全资附属公司于该日向本公司、联席保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代

表该全资附属公司作出；及

- (b) 投资者 (i) 无条件及不可撤销地向本公司、联席保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及 (ii) 承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、联席保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、联席保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 本公司和整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

2.4 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同豁免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以豁免且第3.1(f)条所载条件只可由公司、联席保荐人及整体协调人豁免）为条件：

- (a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以豁免或更改），以及任何前述承销协议未被终止；
- (b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；
- (c) 联交所上市委员会已批准H股上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交

易前未被驳回、撤回、撤销或作废；

- (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及
- (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认（在本协议签署之日及将于上市日期时）并将在所有方面均属完整、准确及真实并无遗漏且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第180天（或本公司、投资者、联席保荐人和整体协调人可能书面约定的其他日期）当日或之前未能履行或共同豁免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以豁免且第3.1(f)条所载条件只可由公司、联席保荐人及整体协调人豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快（且无论如何不得迟于本协议终止之日起30天）退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、联席保荐人及/或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、联席保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、联席保荐人和整体协调人或其各自的联属人士提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或延迟交付日期，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 投资者须按上市日期前两(2)个完整营业日之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于六(6)个完整营业日上午8点之前（香港时间）书面通知

予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

- 4.3 倘若整体协调人在配合超额配售权行使或港交所上市规则允许的合理情形下酌情决定于迟于上市日期的某一个日期（「**延迟交付日期**」）向投资者交付全部或任何部分投资者股份，整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者将会延迟交付的投资者股份数目及延迟原因；及(ii)于实际延迟交付日期之前不迟于两(2)个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日（为避免疑义，本协议所称的“超额配售权行使最后一日”指根据招股章程中披露的超额配售权的行使期限届满日或整体协调人书面通知投资者的超额配售权提前终止日，以两者中较早发生者为准）。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载的时间及方式就投资者股份作出支付。自投资者足额支付认购款之日起至实际交付股份之日止（以下简称“延迟期间”），该等延迟交付的投资者股份所对应的全部股东权利（包括但不限于股息、红利分配权、股东大会投票权、配股优先认购权等）均归属投资者所有。
- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予整体协调人的香港结算投资者账户持有人账户或香港结算股份账户。
- 4.5 在不损害第4.3条的原则下，投资者股份亦可以本公司、联席保荐人、整体协调人及投资者可能书面协定的任何其他方式进行交付，前提是投资者股份的交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人和整体协调人各自全权酌情保留终止本协议的权利，在此情况下本公司、联席保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、联席保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求或权利）。在任何情况下，投资者各自按除税后基准就各获弥偿方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.7 本公司、投资者、联席保荐人、整体协调人及彼等各自的联属人士因超出本公司、投资者、联席保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系統綜合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动

荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章、政策的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或个别），并且本公司、投资者、联席保荐人及整体协调人各自有权终止本协议。

5. 对投资者的限制

5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、联席保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、联席保荐人和整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月届满之日（包括该日期）内（「禁售期」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是**在所有情况下：

- (a) 在进行该转让之前合理期间内，该全资附属公司给予书面承诺（向本公司、联席保荐人和整体协调人作出，按令他们满意的条款和形式及以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (b) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、陈述和保证；
- (c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及个别地承担本协议订明的所有法律责任及义务；
- (d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促使该附属公司）立即，及无论如何在不曾是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司（「继承者」），该继承者须或投资者须促使该附属公司发出书面承诺（以令

他们满意的条款和形式向本公司、联席保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(e) 该继承者(i)并非及将不会成为美国人士；(ii)位于及将会位于美国境外；并(iii)将会根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，在任何时候，除非取得本公司、联席保荐人和整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在本协议签署日至上市日期应低于本公司全部已发行股本的10%（或于《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会成为《上市规则》所指的该公司的核心关连人士。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、联席保荐人和/或整体协调人合理请求向本公司、联席保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及须尽最大努力促致其控股股东、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引。

5.5 投资者不应并应尽最大努力促使其联属人士、联系人、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与《上市规则》（包括但不限于《上市规则》附录F1（《股本证券的配售指引》）以及《上市指南》第4.15章或香港监管机构发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者共同及个别地向本公司、联席保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

(a) 本公司、联席保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或

未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性、欺骗性或遗漏；
- (d) 发售价将完全根据全球发售的条款和条件，通过本公司与整体协调人（代表其自身及代表全球发售的承销商）以其可能协定的方式厘定，且投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、联席保荐人及整体协调人可向有关政府部门（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者购买H股或以其他方式参与本协议项下的配售的信息，且投资者确认并承诺披露及提供通过其提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购，前提是投资者并无依赖且无权依赖任何由本公司法律顾问或整体协调人及全球发售的承销商的法律顾问提供的法律意见或其他建议，亦无权依赖任何由本公司、整体协调人、承销商或其各自联属人士或顾问就全球发售提供的或进行的审查、调查或其他专业建议，且已根据其认为必要或适当的程度自行寻求独立建议。本公司、整体协调人及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理人均不对认购或与投资者股份任何买卖有关的任何税务、法律、货币或其他后果承担任何责任；
- (g) 投资者将根据及依据本公司组织大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (i) 本公司、联席保荐人和整体协调人可凭全权绝对酌情权调整投资者股

份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)《上市规则》第19A.13A(2)条下或另外为联交所所批准的最低公众持股要求；(iii)《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)《上市规则》第18项应用指引第3.2段；或(v)《上市规则》附录F1所载的配售指引；

- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行，或为任何其他司法管辖区内任何人士的账户或利益，而根据任何其他适用法律的豁免或于不受任何其他适用法律规限的交易中除外；
- (l) 其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、联席保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份的后续重新发售、转售、质押或转让是否可适用《证券法》项下的任何豁免条款作出任何声明。
- (n) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的直接或间接全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及在不影响其已签订的任何保密协议的前提下，其：(i)在有关信息因投资者或其任何附属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律或监管要求另行规定进行披露以外，不得向任何人士披露有关信息；(ii)确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)

不会且将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易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，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其附属人士或联系人的其他证券或衍生工具的行为；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料，且投资者在决定是否投资投资者股份时仅可依赖国际发售通函。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；
- (r) 投资者及其任何附属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和

信息；

- (t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、联席保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任，本公司或整体协调人对投资者由于或基于以下原因而产生的任何责任概不负责：发售价未处于公开文件所载明指示性范围，或全球发售未于拟定日期及时间内完成或根本未完成；
- (u) 联席保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司、本集团及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议、《上市规则》和任何适用法律有关其（直接或间接或其他原因）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括但不限于税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人、或其他承销商所获取或开展或代上

述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括但不限于税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、联席保荐人、整体协调人或其各自附属公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资者认购或收购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；

- (x) 其明白，投资者股份目前并无公开市场，本公司、联席保荐人、整体协调人及全球发售的承销商或其各自董事、监事（如适用）、高级人员、雇员、代理、顾问、代理、代表、联系人、合伙人及联属人士或与全球发售有关的任何其他方并未就将存在投资者股份的公开或活跃市场作出担保；
- (y) 若全球发售因任何原因延迟、终止或未完成，本公司、联席保荐人、整体协调人、全球发售的承销商或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其附属公司不承担任何责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；
- (aa) 除本协议及由投资者、本公司、联席保荐人和整体协调人签订的保密协议外，投资者并无与本公司、本公司的任何股东、联席保荐人及/或整体协调人订立其他有关全球发售的协议；
- (bb) 投资者同意于上市日期前两(2)个完整营业日之前（香港时间）或根据第4.2条同意的其他日期之前，支付总投资金额及相关经纪佣金与征费；
- (cc) 交易H股须遵守适用法律（包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及
- (dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、联席保荐人和整体协调人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法

定权利和权限；

- (c) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下所有义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构、第三方及内部管治机构的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、联席保荐人和整体协调人；
- (g) 投资者应在收到请求后，尽快且在法律允许的范围内，向本公司、整体协调人及其各自的联属人士提供证券交易所及其他政府机构（包括但不限于政府、公共、货币或监管部门或机构或证券交易所）可能要求的信息。
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及完成本协议拟议的交易将不会违反或导致投资者违反：**(i)**投资者各自的组织章程大纲及细则或其他组成或章程文件；或**(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购或收购（如适用）投资者股份可能以其他方式适用于投资者的法律；或**(iii)**分别对投资者具有约束力的任何协议或其他文书；或**(iv)**分别对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括但不限于按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、联席保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于**(i)**投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；**(ii)**本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；**(iii)**任何涉及投资者股份的掉期安排或

其他金融或投资产品及其详情（包括但不限于认购人及其最终实益所有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其实益拥有者和联系人与本公司及其任何股东之间的任何关连关系（统称为「投资者相关信息」）。投资者进一步授权本公司、联席保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据《上市规则》或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息及有关其项下交易的所有信息及 / 或于任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括但不限于完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的所有联席保荐人或整体协调人的客户；
- (l) 除非适用法律另有豁免规定，若建银国际向投资者推销或推荐任何金融产品，该金融产品必须考虑到投资者的财务状况、投资经验及投资目标，对投资者而言具有合理适宜性。本协议的任何其他条文或建银国际可能要求投资者签署的任何其他文件，以及建银国际可能要求投资者作出的任何陈述，均不得违反本段规定。就本段而言，「金融产品」指《证券及期货条例》所定义的任何证券、期货合约或杠杆式外汇合约，而「杠杆式外汇合约」指由根据《证券及期货条例》获发第3类受规管活动牌照的人士进行交易的合约。
- (m) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；
- (n) 其于S规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；
- (o) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (p) 投资者及其实益拥有人及 / 或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会构成「关连交易」（定义见《上市规则》）或导致投资者及其实益拥有人成为本公司及 / 或整体协调人关连人士，及将

在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协议项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、单一最大股东集团、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；(vi)与本公司或其任何股东，除以书面形式向本公司、联席保荐人和整体协调人披露者外，并无任何关联关系；及(vii)不属于《上市规则》附录F1(《股本证券的配售指引》)第1C段所述人士类别；

- (q) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (r) 投资者、其实益拥有人及 / 或（尽其所知及所信）联系人以及投资者代表其购买投资者股份的人士（若有）及 / 或（尽其所知及所信）其联系人均非联席保荐人、整体协调人、账簿管理人、全球发售的牵头经办人、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」且不属于《上市规则》附录F1（《股本证券的配售指引》）所述的任何类别人士。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (t) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；
- (u) 除先前以书面形式通知联席保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；
- (v) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其附属人士订立或经本公司事先书面同意则除外；
- (w) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引

（经不时更新或修订），其并不会采取任何会导致本公司、联席保荐人及/或整体协调人违反该等条文的行为；

- (x) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于《上市规则》规定的百分比或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及 / 或联系人(a)依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何联席保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资及(b)将认购或购买或参与认购或购买全球发售项下的H股（不包括认购本协议项下投资者股份），除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；尽其所知及所信，投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；
- (z) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其单一最大股东集团或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订任何不符合《上市规则》（包括《上市指南》第4.15章）的协议或安排，包括任何附函；
- (aa) 除依据本协议外，投资者未且尽最大努力促使其任何联系人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单或不会申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单，除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；
- (bb) 除本协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；及
- (cc) 除先前以书面形式向本公司、联席保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、联席保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、联席保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性且无遗漏。在不损害第6.1(b)条条文的前提下，若在本公司、联席保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、联席保荐人及 / 或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、联席保荐人和/或整体协调

人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性且无遗漏，并且其将于该说明发生任何变化时立即作出书面通知，并向本公司、联席保荐人和整体协调人提供意见和更新信息及 / 或证明文件。

- 6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、联席保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、联席保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有损害、成本、收费、亏损或开支（「**亏损**」）以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
 - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；
 - (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第

4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；

- (d) 本公司及其单一最大股东集团、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及
- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.7条予以终止；
- (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于国际发售交割或（如适用）延迟交付日期或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或联席保荐人和整体协调人任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得对任何其他方提出任何申索，但不损害其于有关终止时或之前就本协议所载条款针对该等其他方的累计权利或责任。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他各方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联

席保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及/或本公司、联席保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、联席保荐人及/或整体协调人或代表本公司、联席保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
 - (b) 各方的法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、合伙人（如适用）、监事（如适用）、高级职员及相关雇员、代表及代理（仅按严格需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、合伙人（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、合伙人（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及
 - (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管有关政府部门的规定被要求作出。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、联席保荐人和整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、联席保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、联席保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即就准备第8.1条提及的须作出的任何披露提供所有合理要求的协助（包括提供本公司、联席保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及/或其他涉及本协议提述事项的进一步数据及/或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人和/或整体协调人能够遵守适用的公司或证券登记及/或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址或电邮地址（如适用）：

若发送至本公司，则发送至：

地址：江苏省苏州工业园区东荡田巷9号
邮件：projectnova@novosns.com
收件人：Nova 项目组

若发送至投资者，则发送至：

地址：苏州工业园区苏虹东路183号东沙湖基金小镇19幢3楼
邮件：wangning2@oriza.com
收件人：王宁

若发送至中金，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
邮件：IB_Project_Nova2025@cicc.com.cn
收件人：Project Nova小组

若发送至中信證券或中信里昂，则发送至：

地址：香港金钟道88号太古广场一座18楼
邮件：projectnova2025@clsa.com
收件人：Project Nova小组

若发送至建银国际，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
邮件：project_nova_2025@ccbintl.com
收件人：Project Nova小组

9.2 本协议下的任何通知须以专人递送、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有

- 效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议所规定的各联席保荐人及整体协调人的义务为个别承担（而非共同或共同及个别承担）。联席保荐人或整体协调人毋须对其他联席保荐人或整体协调人未能履行本协议项下各自义务的行为承担责任，且此类违约行为不会影响其他联席保荐人或整体协调人依据本协议条款行使权利。尽管有上述规定，各联席保荐人及整体协调人均有权单独或与其他联席保荐人或整体协调人共同行使本协议项下任何或所有权利，但须符合适用法律的规定。
- 10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。
- 10.4 投资者本公司、联席保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；（如适用）但就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议各方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议各方一般强制执行及依赖第6.5条。
- (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各联席保荐人和整体协调人均有权及特此获授权（正式事先发送给本公司）任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。即便有此转授，该联席保荐人或整体协调人仍须对

其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。

- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解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权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的声明及保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、联席保荐人和整体协调人有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将订立及执行并促使订立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心（「**香港国际仲裁中心**」）机构仲裁规则》提交仲裁并由香港国际仲裁中心所管理的仲裁最终解决。仲裁地须为香港。将有三位仲裁员及仲裁程序中使用的语言为中文。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各

方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 副本

- 13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

For and on behalf of
为及代表

Suzhou Novosense Microelectronics Co., Ltd.
苏州纳芯微电子股份有限公司



Name: Wang Shengyang
姓名: 王升杨

Title: Director
职衔: 董事

为及代表:

Oriza Naxin International Co., Limited (元禾納芯國際有限公司)

签署人:



姓名: 金光杰

职衔: 董事

为及代表：

中国国际金融香港证券有限公司

签署人：



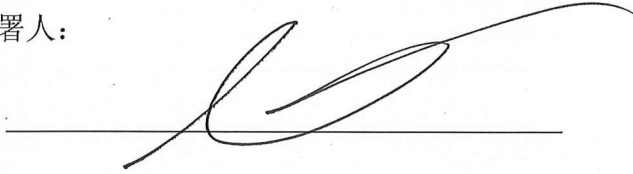
姓名：陈永仁

职衔：董事总经理

为及代表:

中信證券(香港)有限公司

簽署人:

A handwritten signature in black ink, consisting of several fluid, overlapping loops, is written over a horizontal line.

姓名: 赵龙

职衔: 执行董事

为及代表：

中信里昂證券有限公司

签署人：

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

姓名：李响

职衔：董事总经理

为及代表：

建银国际金融有限公司

签署人：

 Gihuan Qin

姓名： 萧文远

职衔： 董事总经理

附表一 投资者股份

投资者股份数目

投资者股份数目应等于(1)700,730,528港元（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近100股H股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。

此外，本公司、联席保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)《上市规则》第19A.13A(2)条下或另外为联交所所批准的最低公众持股要求；(iii)《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)《上市规则》第18项应用指引第3.2段；或(v)《上市规则》附录F1所载的配售指引。

附表二 投资者详情

投资者

注册成立地:	Unit 2223, 22/F, Yan's Tower, 25-27 Wong Chuk Hang Road, Aberdeen, Hong Kong
注册证书编号:	78739386
商业登记号码:	78739386-000-09-25-9
法人识别编号 (LEI) :	EL4077345
商业地址及电话号码及联络人:	Room 301, Building 19, Dongshahu Fund Town, No. 183 Suhong East Road, Suzhou Industrial Park, Suzhou Area, China (Jiangsu) Pilot Free Trade Zone, China
主要业务:	Financial service activities, including investment and holding companies, and activities of trusts, funds and similar financial entities
最终控股股东:	蘇州工業園區經濟發展有限公司
最终控股股东的注册地:	中國（江蘇）自由貿易區蘇州片區蘇州工業園區置業商務廣場1幢1901室
最终控股股东的商业登记号码及法人识别编号 (LEI) :	91320594134794993K
最终控股股东的主要业务:	實業投資，科技開發，銷售數碼產品，物資倉儲。（依法須經批准的項目，經相關部門批准後方可開展經營活動）
股东及持有之权益:	蘇州元禾納芯股權投資合夥企業（有限合夥）100%

投资者在招股章程中的描述:

元禾納芯國際有限公司（「元禾納芯」）乃於2025年9月4日在香港註冊成立之公司。元禾納芯為蘇州元禾納芯股權投資合夥企業（有限合夥）（「蘇州元禾」）之全資附屬公司，蘇州元禾於2025年7月23日在中國成立，主要從事股權投資業務。蘇州元禾之普通合夥人為蘇州工業園區集成電路產業投資發展有限公司（「蘇州工業園區集成電路」），持有1.25%之合夥權益。蘇州元禾的基金管理人為蘇州工業園區元禾新興產業投資管理有限公司（「元禾新興」），其於蘇州元禾並無權益。蘇州工業園區集成電路與元禾新興均由蘇州元禾控股股份有限公司（「元禾控股」）全資擁有，該公司於中國成立，主要從事風險投資、股權投資、資產管理及投資管理業務。元禾控股由蘇州工業園區經濟發展有限公司控制，該公司由(i)蘇州工業園區管理委員會持有90%及(ii)江蘇省財政廳持有10%。

蘇州元禾有五名有限合夥人，其中：(i)華芯鼎新（北京）股權投資基金（有限合夥）（「華芯鼎新」）持有52.5%；(ii)元禾控股持有36.25%，以及(iii)其餘三名有限合夥人各持股低於4%。華芯鼎新由(i)其唯一普通合夥人華芯投資管理有限責任公司（「華芯投資」）持有約0.1%，及(ii)其唯一有限合夥人國家集成電路產業投資基金三期股份有限公司持有約99.9%。華芯投資由(i)國家開發銀行全資附屬公司國開金融有限責任公司持有45%，及(ii)其餘七名股東持有55%，其中無任何股東持股比例超過10%。

相关投资者类别（联交所FINI承销商名单
模板所述或由FINI界面要求披露）： 基石投资者

基石投资协议

2025年11月26日

苏州纳芯微电子股份有限公司

及

GOLDEN LINK WORLDWIDE LIMITED

及

中国国际金融香港证券有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

及

建银国际金融有限公司

PAUL

HASTINGS

香港

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中银大厦22楼

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本协议（本「协议」）于2025年11月26日订立

订约方：

- (1) 苏州纳芯微电子股份有限公司，一家于2013年5月17日根据中国法律成立，并于2016年4月13日转制为股份有限公司的公司，其注册地址位于中国江苏省苏州工业园区东荡田巷9号，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「本公司」）；
- (2) Golden Link Worldwide Limited，一家在英属维尔京群岛注册成立的公司，其注册办事处位于Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands（「投资者」）；
- (3) 中国国际金融香港证券有限公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」）；
- (4) 中信證券（香港）有限公司，其注册办事处地址为香港金钟道88号太古广场一座18楼（「中信證券」）；
- (5) 中信里昂證券有限公司，其注册办事处地址为香港金钟道88号太古广场一座18楼（「中信里昂」）；及
- (6) 建银国际金融有限公司，获香港证券及期货事务监察委员会发牌进行《证券及期货条例》（香港法例第571章）项下第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）受规管活动的持牌法团（中央编号.AJO225），其主要营业地点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」）。

（中金、中信證券及建银国际为「联席保荐人」）

（中金、中信里昂及建银国际为「整体协调人」）

鉴于：

- (A) 本公司已提交申请通过全球发售（「全球发售」）使其H股（定义见下文）于联交所（定义见下文）上市（「本次上市」），有关发售包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股（可予重新分配）（「香港公开发售」）；及
 - (ii) 依据S规例（定义见下文）或另行获《证券法》（定义见下文）豁免登记规定的适用豁免在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的H股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「国际发售」）。

- (B) 中金、中信證券及建銀國際擔任本次上市的聯席保薦人，及中金、中信里昂及建銀國際擔任全球發售的整體協調人及資本市場中介。
- (C) 投資者希望在本協議所載條款和條件的規限下及依據本協議所載條款和條件，於國際發售中認購投資者股份（定義見下文）。

茲約定如下：

1. 定義及釋義

- 1.1 在本協議（包括其附表及其敘文）中，除非文意另有所指，下述各個詞語和表達具有下述涵義：

「**聯屬人士**」除非文意另有所指，就特定個人或實體而言，指通過一個或多個中介機構直接或間接控制該特定個人或實體、受該特定個人或實體控制，或與該特定個人或實體受共同控制的任何個人或實體。就本定義而言，「**控制**」一詞（包括「**控制中**」、「**受.....控制**」及「**與.....受共同控制**」）指擁有直接或間接權力指示或安排指示某人士的管理及政策，不論是否通過擁有有表決權股份、合約抑或其他方式。

「**會財局**」指香港會計及財務匯報局。

「**總投資金額**」指等於發售價乘以投資者股份數目之金額。

「**批准**」具有第6.2(f)條所給予的涵義。

「**联系人 / 緊密联系人**」具有《上市規則》賦予該詞的涵義，複數形式的「**联系人 / 緊密联系人**」須據此解釋。

「**經紀佣金**」指按《費用規則》（定義見《上市規則》）第7(1)段規定以1%的總投資金額計算的經紀佣金。

「**營業日**」指中國及香港持牌銀行通常向中國及香港公眾開放辦理一般銀行業務及聯交所開放辦理證券交易業務的日子（星期六、星期日及中國及香港公眾假期除外）。

「**中央結算系統**」指香港中央結算有限公司（「**香港結算**」）建立和運作的香港中央結算及交收系統。

「**交割**」指根據本協議條款和條件認購投資者股份的交割。

「**《公司條例》**」指經不時修訂、補充或以其他方式修改的《公司條例》（香港法例第622章）。

「**《公司（清盤及雜項條文）條例》**」指經不時修訂、補充或以其他方式修

改的《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**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士 / 核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的涵义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年4月28日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**延迟交付日期**」指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第4.3条通知投资者的较晚日期。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的任何第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该

等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的该等其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有序文(A)所赋予的涵义。

「**获弥偿方**」具有第6.5条所赋予的涵义，及按文意所指，单数形式的「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有序文(A)所赋予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所赋予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「**《上市指南》**」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「**《上市规则》**」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的上市指南和其他要求。

「**禁售期**」具有第5.1条所赋予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**超额配售权**」具有国际发售通函所赋予的涵义。

「**各方**」指本协议指明的订约方；及按文意所指，「**一方**」指其中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所赋予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**监管机构**」具有第6.2(i)条所赋予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方

式结算)因投资者股份产生的本公司的任何股份或其他证券或权益。

「S规例」指《证券法》下的S规例。

「人民币」指人民币，为中国的法定货币。

「《证券法》」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「证监会」或「香港证监会」指香港证券及期货事务监察委员会。

「《证券及期货条例》」指经不时修订、补充或以其他方式修改的《证券及期货条例》(香港法例第571章)以及据此颁布的规则和条例。

「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》所给予的涵义。

「美国」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「美元」指美国的法定货币。

「美国人士」具有S规例所赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；

- (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
- (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别指香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「包括」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由双方共同豁免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以豁免，且第3.1(f)条所载条件只能由本公司、联席保荐人和整体协调人共同予以豁免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、联席保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(i)并非或将不会成为美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，**但前提是：**

- (a) 投资者须促使该全资附属公司于该日向本公司、联席保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

- (b) 投资者 (i) 无条件及不可撤销地向本公司、联席保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及 (ii) 承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

如果投资者选择通过投资者的一家全资附属公司认购投资者股份，则投资者在第2.2条下的义务构成直接、主要和无条件的义务，根据本协议的约定向本公司、联席保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、联席保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

- 2.3 本公司和整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。
- 2.4 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

- 3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同豁免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以豁免且第3.1(f)条所载条件只可由公司、联席保荐人及整体协调人豁免）为条件：

- (a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以豁免或更改），以及任何前述承销协议未被终止；
- (b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；
- (c) 联交所上市委员会已批准H股上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；

- (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及
 - (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确及真实且不具误导性，以及投资者未严重违反本协议。
- 3.2 倘各方于本协议签署日后第180天（或本公司、投资者、联席保荐人和整体协调人可能书面约定的其他日期）当日或之前未能履行或共同豁免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以豁免且第3.1(f)条所载条件只可由公司、联席保荐人及整体协调人豁免），投资者购买、支付及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方自协议终止之日起30天内尽快全额（不得扣减任何款项）一次性地退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、联席保荐人及/或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予各方权利以纠正于截至本条前述日期之期间任何违反其分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。
- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、联席保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、联席保荐人和整体协调人或其各自的联属人士提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或延迟交付日期，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 受第3条及第4条规限，投资者须按上市日期上午8点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于三（3）个完整营业日之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本

协议应付的总金额。

- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期（「**延迟交付日期**」）向投资者交付全部或任何部分投资者股份，整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两(2)个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载的时间及方式就投资者股份作出支付。
- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予整体协调人的香港结算投资者账户持有人账户或香港结算股份账户。
- 4.5 在不损害第4.3条的原则下，投资者股份亦可以本公司、联席保荐人、整体协调人及投资者可能书面协定的任何其他方式进行交付，前提是投资者股份的交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人和整体协调人各自全权酌情保留终止本协议的权利，在此情况下本公司、联席保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、联席保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求或权利）。在任何情况下，投资者各自按除税后基准就各获弥偿方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.7 本公司、联席保荐人、整体协调人、投资者及彼等各自的联属人士因超出本公司、联席保荐人、整体协调人、投资者（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系統綜合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章、政策的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或个别），并且本公司、联席保荐人及整体协调人及投资者各自有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、联席保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、联席保荐人和整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「禁售期」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。
- 5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是在所有情况下：**
- (a) 在进行该转让之前合理期间内，该全资附属公司给予书面承诺（向本公司、联席保荐人和整体协调人作出，按令他们满意的条款和形式及以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
 - (b) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、陈述和保证；
 - (c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及个别地承担本协议订明的所有法律责任及义务；
 - (d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何不再是在投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司（「继承者」），该继承者须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款和形式向本公司、联席保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及
 - (e) 该继承者(i)并非及将不会成为美国人士；(ii)位于及将会位于美国境外；并(iii)将会根据S规例在离岸交易中收购相关股份。

- 5.3 投资者同意及承诺，除非取得本公司、联席保荐人和整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权应低于本公司全部已发行股本的10%（或于《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会成为《上市规则》所指的该公司的核心关连人士。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、联席保荐人和/或整体协调人合理请求向本公司、联席保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及须尽最大努力促使其控股股东、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引。
- 5.5 投资者不应并应尽最大努力促使其联属人士、联系人、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与《上市规则》（包括但不限于《上市规则》附录F1（《股本证券的配售指引》）以及《上市指南》第4.15章或香港监管机构发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

- 6.1 投资者共同及个别地向本公司、联席保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：
- (a) 本公司、联席保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；

- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露；
- (d) 发售价将完全根据全球发售的条款和条件，通过本公司与整体协调人（代表其自身及代表全球发售的承销商）以其可能协定的方式厘定，且投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、联席保荐人及整体协调人可向有关政府部门（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者购买H股或以其他方式参与本协议项下的配售的信息，且投资者确认并承诺披露及提供通过其提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (i) 本公司、联席保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)《上市规则》第19A.13A(2)条下或另外为联交所所批准的最低公众持股要求；(iii)《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)《上市规则》第18项应用指引第3.2段；或(v)《上市规则》附录F1所载的配售指引；
- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行，或为任何其他司法管辖区内任何人士的账户或利益，而根据任何其他适用法

律的豁免或于不受任何其他适用法律规限的交易中除外；

- (l) 其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、联席保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份的后续重新发售、转售、质押或转让是否可适用《证券法》项下的任何豁免条款作出任何声明。
- (n) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的直接或间接全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》）及在不影响其已签订的任何保密协议的前提下，其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律或监管要求另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽最大努力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易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，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；
- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料，且投资者在决定是否投资投资者股份时仅可依赖国际发售通函。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者

及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；
- (r) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、联席保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

- (u) 联席保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司、本集团及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议、《上市规则》和任何适用法律有关其（直接或间接或任何其他原因）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括但不限于税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括但不限于税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、联席保荐人、整体协调人或其各自附属公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，均不对投资者认购或收购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，本公司、联席保荐人、整体协调人及全球发售的承销商或其各自董事、监事（如适用）、高级人员、雇员、代理、顾问、代理、代表、联系人、合伙人及联属人士或与全球发售有关的任何其他方并未就将存在投资者股份的公开或活跃市场作出担保；
- (y) 若全球发售因任何原因延迟、终止或未完成，本公司、联席保荐人、整体协调人、全球发售的承销商或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或附属公司不承担任何责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌

情权；

- (aa) 除本协议及由投资者、本公司、联席保荐人和整体协调人签订的保密协议外，投资者并无与本公司、本公司的任何股东、联席保荐人及/或整体协调人订立其他有关全球发售的协议；
- (bb) 投资者同意于上市日期上午8点之前（香港时间）或根据第4.2条同意的其他日期之前，支付总投资金额及相关经纪佣金与征费；
- (cc) 交易H股须遵守适用法律（包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及
- (dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、联席保荐人和整体协调人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下所有义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构、第三方及内部管治机构的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「批准」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、联席保荐人和整体协调人；

- (g) 投资者应在收到请求后，尽快且在法律允许的范围内，向本公司、整体协调人及其各自的联属人士提供证券交易所及其他政府机构（包括但不限于政府、公共、货币或监管部门或机构或证券交易所）可能要求的信息。
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及完成本协议拟议的交易将不会违反或导致投资者违反：(i)投资者各自的组织章程大纲及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购或收购（如适用）投资者股份可能以其他方式适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括但不限于按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、联席保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）；及/或(iv)尽其所知所信，投资者或实益拥有人和联系人与本公司及其任何持有1%以上权益的股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、联席保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据《上市规则》或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息及有关其项下交易的所有信息及/或于任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括但不限于完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何联席保荐人或整体协调人的客户；
- (l) 除非适用法律另有豁免规定，若建银国际向投资者推销或推荐任何金

融产品，该金融产品必须考虑到投资者的财务状况、投资经验及投资目标，对投资者而言具有合理适宜性。本协议的任何其他条文或建银国际可能要求投资者签署的任何其他文件，以及建银国际可能要求投资者作出的任何陈述，均不得违反本段规定。就本段而言，「金融产品」指《证券及期货条例》所定义的任何证券、期货合约或杠杆式外汇合约，而「杠杆式外汇合约」指由根据《证券及期货条例》获发第3类受规管活动牌照的人士进行交易的合约。

- (m) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；
- (n) 其于S规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；
- (o) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (p) 投资者及其实益拥有人及 / 或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其附属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会构成「关连交易」（定义见《上市规则》）或导致投资者及其实益拥有人成为本公司及 / 或整体协调人关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协议项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、单一最大股东集团、主要股东、持有1%权益以上的现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；(vi)与本公司或其任何持有1%以上权益的股东，除以书面形式向本公司、联席保荐人和整体协调人披露者外，并无任何关连关系；及(vii)不属于《上市规则》附录F1(《股本证券的配售指引》)第1C段所述人士类别；
- (q) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (r) 投资者、其实益拥有人及 / 或联系人以及投资者代表其购买投资者股份的人士（若有）及 / 或其联系人均非联席保荐人、整体协调人、账簿管理人、全球发售的牵头经办人、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」且不属于《上市规则》附录F1（《股本证券的配售指引》）所述的任何类别人士。词语「关连客

户」、「牵头经纪商」及「分销商」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

- (s) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (t) 投资者其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或持有1%以上权益的当前股东或上述任何职位的提名人士；
- (u) 除先前以书面形式通知联席保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」及「发行人的顾客或客户」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；
- (v) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (w) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、联席保荐人及／或整体协调人违反该等条文的行为；
- (x) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于《上市规则》规定的百分比或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及／或联系人(a)依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何联席保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资及(b)将不会认购或购买或参与认购或购买全球发售项下的H股（不包括认购本协议项下投资者股份），除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；尽其所知所信，投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；
- (z) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其单一最大股东集团或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订任何不符合《上市规则》(包括《上市指南》第4.15章)的协议或安排，包括任何附函；

- (aa) 除依据本协议外，投资者未且尽最大努力促使其任何联系人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单或不会申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单，除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；
 - (bb) 除本协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；
 - (cc) 除先前以书面形式向本公司、联席保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品
- 6.3 投资者向本公司、联席保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、联席保荐人和整体协调人及其各自附属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、联席保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、联席保荐人及 / 或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、联席保荐人和/或整体协调人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且于上市日期前其将于该说明发生任何变化时尽快作出书面通知，并向本公司、联席保荐人和整体协调人提供意见和更新信息及/或证明文件。
- 6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、联席保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、附属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、附属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违

- 反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为) 针对本公司、联席保荐人、整体协调人、全球发售的其他承销商(代表自身或以信托的行事代表各各自联属人士)、《证券法》所指控制其的任何人士以及各自高级人员、董事、监事(如适用)、雇员、职员、联系人、合伙人、代理及代表(统称「**获弥偿方**」)提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿,及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有损害、成本、收费、亏损或开支(「**亏损**」)以税后基准作出全额及有效弥偿,并使其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条(视情况而定)作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺,及须被视为于上市日期及延迟交付日期(如适用)重申。
- 6.7 本公司声明、保证及承诺:
- (a) 其依据中国法律妥为注册成立及有效存续;
 - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力,及已就此采取所有必要行动,且本协议一经签署,即构成其合法、有效和有约束力的义务;
 - (c) 在第5.1条所载付款支付及禁售期的规限下,投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利,及须于当时已发行及将于联交所上市的H股享有同等地位;
 - (d) 本公司及其单一最大股东集团、任何集团成员公司及其各自联属人士、董事、监事(如适用)、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事(如适用)、高级人员、雇员或代理订立不符合《上市规则》(包括《上市指南》第4.15章)的任何协议或安排(包括单边保证函);及
 - (e) 除非本协议规定,本公司或任何集团成员公司或其各自任何联属人士、董事、监事(如适用)、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料,及就国际发售通函而言,投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。
7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.7条予以终止；
- (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于国际发售交割或（如适用）延迟交付日期或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或联席保荐人和整体协调人任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得对任何其他方提出任何申索，但不损害其于有关终止时或之前就本协议所载条款针对该等其他方的累计权利或责任。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他各方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及/或本公司、联席保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、联席保荐人及/或整体协调人或代表本公司、联席保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 各方的法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按严格需要知道的原则），前提是該方須(i)促使該方各法律顧問、財務顧問及其他顧問及聯屬人士、聯繫人、董事、監事（如適用）、高級職員及相關僱員、代表及代理知悉並遵守本協議所載所有保密義務及(ii)對該方有關法律顧問、財務顧問及其他顧問及聯屬人士、聯繫人、董事、監事（如適用）、高級職員及相關僱員、代表及代理任何違反該等保密義務的行為承擔責任；及
- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》

将本协议作为重大合约递交给香港公司注册处以作登记及供展示) 或任何具法律约束力的判决、指令或任何主管有关政府部门的规定被要求作出。

- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、联席保荐人和整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、联席保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、联席保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即就准备第9.1条提及的须作出的任何披露提供所有合理要求的协助（包括提供本公司、联席保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人和/或整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址或电邮地址（如适用）：

若发送至本公司，则发送至：

地址：江苏省苏州工业园区东荡田巷9号
邮件：projectnova@novosns.com
收件人：Nova 项目组

若发送至投资者，则发送至：

地址：广东省深圳市坪山区比亚迪路3009号六角大楼
邮件：mou.qun@byd.com
收件人：牟群

若发送至中金，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
邮件：IB_Project_Nova2025@cicc.com.cn
收件人：Project Nova小组

若发送至中信證券或中信里昂，则发送至：

地址： 香港金鐘道88号太古广场一座18楼
邮件： projectnova2025@clsa.com
收件人： Project Nova小组

若发送至建银国际，则发送至：

地址： 香港中环干諾道中3号中国建设银行大厦12楼
邮件： project_nova_2025@ccbintl.com
收件人： Project Nova小组

- 9.2 本协议下的任何通知须以专人递送、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议所规定的各联席保荐人及整体协调人的义务为个别承担（而非共同或共同及个别承担）。联席保荐人或整体协调人毋须对其他联席保荐人或整体协调人未能履行本协议项下各自义务的行为承担责任，且此类违约行为不会影响其他联席保荐人或整体协调人依据本协议条款行使权利。尽管有上述规定，各联席保荐人及整体协调人均有权单独或与其他联席保荐人或整体协调人共同行使本协议项下任何或所有权利，但须符合适用法律的规定。
- 10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、联席保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。

- 10.6 本协议仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；但就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议各方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议各方一般强制执行及依赖第6.5条。
- (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各联席保荐人和整体协调人均有权及特此获授权将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。即便有此转授，该联席保荐人或整体协调人仍须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解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权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转

移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的声明及保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、联席保荐人和整体协调人有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将订立及执行并促使订立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「争议」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心（「香港国际仲裁中心」）机构仲裁规则》提交仲裁并由香港国际仲裁中心所管理的仲裁最终解决。仲裁地须为香港。将有三位仲裁员及仲裁程序中使用的语言为中文。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

13. 法律程序文件代理

- 13.1 投资者不可撤销地委任BYD (H.K) CO., LIMITED（地址：RM 505-510, 5/F, CORE BUILDING 1E, 1 SCIENCE PARK E AVENUE, SCIENCE PARK, PAK SHEK KOK, TAI PO, HONG KONG）为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否转寄至投资者或投资者是否接收）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、联席保荐人和整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的三十（30）天内向本公司、联席保荐人和整体协调人发送其接受委任文件的副本。

14. 副本

- 14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

For and on behalf of
为及代表

Suzhou Novosense Microelectronics Co., Ltd.
苏州纳芯微电子股份有限公司



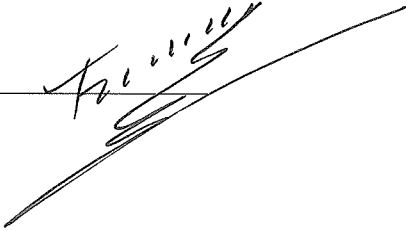
Name: Wang Shengyang
姓名: 王升杨

Title: Director
职衔: 董事

为及代表：

GOLDEN LINK WORLDWIDE LIMITED

签署人：

A handwritten signature in black ink, appearing to be 'Li Qian', is written over a horizontal line. The signature is stylized and slanted upwards to the right.

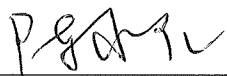
姓名：李黔

职衔：授权签署人

为及代表：

中国国际金融香港证券有限公司

签署人：

Handwritten signature in black ink, appearing to read '陈永仁' (Chen Yongren), positioned above a horizontal line.

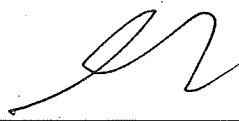
姓名：陈永仁

职衔：董事总经理

为及代表:

中信證券（香港）有限公司

簽署人:



姓名: 赵龙

职衔: 执行董事

为及代表:

中信里昂證券有限公司

签署人:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

姓名: 李响

职衔: 董事总经理

为及代表：

建银国际金融有限公司

签署人：



姓名：萧文远

职衔：董事总经理

附表一 投资者股份

投资者股份数目

投资者股份数目应等于(1)76,934,119港元（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近100股H股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。

此外，本公司、联席保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)《上市规则》第19A.13A(2)条下或另外为联交所所批准的最低公众持股要求；(iii)《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)《上市规则》第18项应用指引第3.2段；或(v)《上市规则》附录F1所载的配售指引。

附表二 投资者详情

投资者

注册成立地：	The British Virgin Islands
注册证书编号：	No.653055
商业登记号码：	不适用
法人识别编号（LEI）：	836800X4QKOW7MNS0935
商业地址及电话号码及联络人：	商业地址：中国广东省深圳市坪山区比亚迪路3009号六角大楼 电话号码：（+86）755-89888888-62126 联络人：牟群
主要业务：	投资控股
最终控股股东：	比亚迪股份有限公司
最终控股股东的注册地：	中国广东省深圳市大鹏新区葵涌街道延安路一号
最终控股股东的商业登记号码及法人识别编号（LEI）：	商业登记号码：91440300192317458F 法人识别编号：不适用
最终控股股东的主要业务：	比亚迪股份有限公司（“比亚迪”，连同其附属公司统称“本集团”）主要从事以新能源汽车为主的汽车业务，手机部件及组装业务，二次充电电池及光伏业务，同时利用自身的技术优势积极拓展城市轨道交通业务领域。
股东及持有之权益：	BYD (H.K.) Co., Limited 持股100%

投资者在招股章程中的描述:

Golden Link Worldwide Limited (「Golden Link」) 為一間於英屬維爾京群島註冊的有限公司，其股份由BYD (H.K.) Co., Limited全資擁有，而BYD (H.K.) Co., Limited則為比亞迪股份有限公司 (「比亞迪」) 之全資附屬公司。比亞迪為總部位於深圳的企業，主要從事以新能源汽車為主的汽車業務，手機部件及組裝業務、二次充電電池及光伏業務。比亞迪為一家於深圳證券交易所 (股票代碼: 002594) 及聯交所 (股份代號: 1211) 上市的公司。並無任何單一最終實益擁有人持有Golden Link 30%或以上權益。

相关投资者类别 (联交所FINI承销商名单模板所述或由FINI界面要求披露):

基石投资者
发行人的顾客或客户

基石投资协议

2025年11月26日

苏州纳芯微电子股份有限公司

及

香港好易得国际有限公司

及

中国国际金融香港证券有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

及

建银国际金融有限公司

PAUL
HASTINGS

香港

花园道1号

中银大厦22楼

电话: +852.2867.1288

www.paulhastings.com

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本协议（本「协议」）于2025年11月26日订立

订约方：

- (1) 苏州纳芯微电子股份有限公司，一家于2013年5月17日根据中国法律成立，并于2016年4月13日转制为股份有限公司的公司，其注册地址位于中国江苏省苏州工业园区东荡田巷9号，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「本公司」）；
- (2) 香港好易得国际有限公司，一家在中国香港注册成立的公司，其注册办事处位于Unit 1, 7/F., Royal Commercial Centre, No. 56 Parkes Street, Jordan, Kowloon, Hong Kong（「投资者」）；
- (3) 中国国际金融香港证券有限公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」）；
- (4) 中信證券（香港）有限公司，其注册办事处地址为香港金钟道88号太古广场一座18楼（「中信證券」）；
- (5) 中信里昂證券有限公司，其注册办事处地址为香港金钟道88号太古广场一座18楼（「中信里昂」）；及
- (6) 建银国际金融有限公司，获香港证券及期货事务监察委员会发牌进行《证券及期货条例》（香港法例第571章）项下第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）受规管活动的持牌法团（中央编号.AJO225），其主要营业地点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」）。

（中金、中信證券及建银国际为「联席保荐人」）

（中金、中信里昂及建银国际为「整体协调人」）

鉴于：

- (A) 本公司已提交申请通过全球发售（「全球发售」）使其H股（定义见下文）于联交所（定义见下文）上市（「本次上市」），有关发售包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股（可予重新分配）（「香港公开发售」）；及
 - (ii) 依据S规例（定义见下文）或另行获《证券法》（定义见下文）豁免登记规定的适用豁免在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的H股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「国际发售」）。

- (B) 中金、中信證券及建银国际担任本次上市的联席保荐人，及中金、中信里昂及建银国际担任全球发售的整体协调人及资本市场中介。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

- 1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(f)条所给予的涵义。

「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指中国及香港持牌银行通常向中国及香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及中国及香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司（「**香港结算**」）建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司章程》**」指经不时修订、补充或以其他方式修改的《公司章程》（香港法例第622章）。

「《公司（清盘及杂项条文）条例》」指经不时修订、补充或以其他方式修改的《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**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士 / 核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「《合约(第三者权利)条例》」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年4月28日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**延迟交付日期**」指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第4.3条通知投资者的较晚日期。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的任何第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的该等其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有序文(A)所赋予的涵义。

「**获弥偿方**」具有第6.5条所赋予的涵义，及按文意所指，单数形式的「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有序文(A)所赋予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所赋予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「**《上市指南》**」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「**《上市规则》**」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的上市指南和其他要求。

「**禁售期**」具有第5.1条所赋予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**超额配售权**」具有国际发售通函所赋予的涵义。

「**各方**」指本协议指明的订约方；及按文意所指，「**一方**」指其中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所赋予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**监管机构**」具有第6.2(i)条所赋予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股

发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「S规例」指《证券法》下的S规例。

「人民币」指人民币，为中国的法定货币。

「《证券法》」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「证监会」或「香港证监会」指香港证券及期货事务监察委员会。

「《证券及期货条例》」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「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》所给予的涵义。

「美国」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「美元」指美国的法定货币。

「美国人士」具有S规例所赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；

- (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
- (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别指香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「**包括**」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

- 2.1 在满足下文第3条所述条件（或由双方共同豁免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以豁免，且第3.1(f)条所载条件只能由本公司、联席保荐人和整体协调人共同予以豁免）后及在本协议其他条款和条件的规限下：
- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
 - (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。
- 2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、联席保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(i)并非或将不会成为美国人士；(ii) 位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，**但前提是：**
- (a) 投资者须促使该全资附属公司于该日向本公司、联席保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

- (b) 投资者 (i) 无条件及不可撤销地向本公司、联席保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及 (ii) 承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、联席保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、联席保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 本公司和整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

2.4 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同豁免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以豁免且第3.1(f)条所载条件只可由公司、联席保荐人及整体协调人豁免）为条件：

- (a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后该等承销协议各方同意后予以豁免或更改），以及任何前述承销协议未被终止；
- (b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；
- (c) 联交所上市委员会已批准H股上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；

- (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及
 - (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属完整、准确及真实并无遗漏且不具误导性，以及投资者未严重违反本协议。
- 3.2 倘各方于本协议签署日后第180天（或本公司、投资者、联席保荐人和整体协调人可能书面约定的其他日期）当日或之前未能履行或共同豁免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以豁免且第3.1(f)条所载条件只可由公司、联席保荐人及整体协调人豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、联席保荐人及/或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。
- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、联席保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、联席保荐人和整体协调人或其各自的联属人士提起任何申索或诉讼的任何权利（如有）。
- #### 4. 交割
- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或延迟交付日期，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 投资者须按上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据

本协议应付的总金额。

- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期（「**延迟交付日期**」）向投资者交付全部或任何部分投资者股份，整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两(2)个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载的时间及方式就投资者股份作出支付。
- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予整体协调人的香港结算投资者账户持有人账户或香港结算股份账户。
- 4.5 在不损害第4.3条的原则下，投资者股份亦可以本公司、联席保荐人、整体协调人及投资者可能书面协定的任何其他方式进行交付，前提是投资者股份的交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人和整体协调人各自全权酌情保留终止本协议的权利，在此情况下本公司、联席保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、联席保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求或权利）。在任何情况下，投资者按除税后基准就各获弥偿方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.7 本公司、联席保荐人、整体协调人及彼等各自的联属人士因超出本公司、联席保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章、政策的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或个别），并且本公司、联席保荐人及整体协调人各自有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、联席保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、联席保荐人和整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「禁售期」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。
- 5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是在所有情况下：**
- (a) 在进行该转让之前合理期间内，该全资附属公司给予书面承诺（向本公司、联席保荐人和整体协调人作出，按令他们满意的条款和形式及以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
 - (b) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、陈述和保证；
 - (c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及个别地承担本协议订明的所有法律责任及义务；
 - (d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何不再是在投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司（「继承者」），该继承者须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款和形式向本公司、联席保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及
 - (e) 该继承者(i)并非及将不会成为美国人士；(ii)位于及将会位于美国境外；并(iii)将会根据S规例在离岸交易中收购相关股份。

- 5.3 投资者同意及承诺，在任何时候，除非取得本公司、联席保荐人和整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会成为《上市规则》所指的该公司的核心关联人士。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、联席保荐人和/或整体协调人合理请求向本公司、联席保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促使控股股东、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引。
- 5.5 投资者不应并应促使其联属人士、联系人、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与《上市规则》（包括但不限于《上市规则》附录F1（《股本证券的配售指引》）以及《上市指南》第4.15章或香港监管机构发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

- 6.1 投资者共同及个别地向本公司、联席保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：
- (a) 本公司、联席保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；

- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性、欺骗性或遗漏；
- (d) 发售价将完全根据全球发售的条款和条件，通过本公司与整体协调人（代表其自身及代表全球发售的承销商）以其可能协定的方式厘定，且投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、联席保荐人及整体协调人可向有关政府部门（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者购买H股或以其他方式参与本协议项下的配售的信息，且投资者确认并承诺披露及提供通过其提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其附属人士以其作为国际发售的国际承销商的国际代表之身份认购，前提是投资者并无依赖且无权依赖任何由本公司法律顾问或整体协调人及全球发售的承销商的法律顾问提供的法律意见或其他建议，亦无权依赖任何由本公司、整体协调人、承销商或其各自附属人士或顾问就全球发售提供的或进行的审查、调查或其他专业建议，且已根据其认为必要或适当的程度自行寻求独立建议。本公司、整体协调人及其各自附属人士、董事、监事（如适用）、高级人员、雇员或代理人均不对认购或与投资者股份任何买卖有关的任何税务、法律、货币或其他后果承担任何责任；
- (g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (i) 本公司、联席保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)《上市规则》第19A.13A(2)条下或另外为联交所所批准的最低公众持股要求；(iii)《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)《上市规则》第18项应用指引第3.2段；或(v)《上市规则》附录F1所载的配售指引；
- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人和/或整体协调人就类似投资

已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；

- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行，或为任何其他司法管辖区内任何人士的账户或利益，而根据任何其他适用法律的豁免或于不受任何其他适用法律规限的交易中除外；
- (l) 其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、联席保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份的后续重新发售、转售、质押或转让是否可适用《证券法》项下的任何豁免条款作出任何声明。
- (n) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的直接或间接全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及在不影响其已签订的任何保密协议的前提下，其：(i) 在有关信息因投资者或其任何附属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律或监管要求另行规定进行披露以外，不得向任何人士披露有关信息；(ii) 确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii) 不会且将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易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，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其附属人士或联系人的其他证券或衍生工具的行为；
- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士

披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料，且投资者在决定是否投资投资者股份时仅可依赖国际发售通函。为免生疑问：

- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；
- (r) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、联席保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是

由其他），及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其附属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任，本公司或整体协调人对投资者由于或基于以下原因而产生的任何责任概不负责：发售价未处于公开文件所载明指示性范围，或全球发售未于拟定日期及时间内完成或根本未完成；

- (u) 联席保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、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优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司、本集团及其董事、监事、高级人员、雇员、附属公司、代理、联系人、附属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议、《上市规则》和任何适用法律有关其（直接或间接或任何其他原因）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括但不限于税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括但不限于税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、联席保荐人、整体协调人或其各自附属公司、联系人、附属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资者认购或收购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，本公司、联席保荐人、整体

协调人及全球发售的承销商或其各自董事、监事（如适用）、高级人员、雇员、代理、顾问、代理、代表、联系人、合伙人及附属人士或与全球发售有关的任何其他方并未就将存在投资者股份的公开或活跃市场作出担保；

- (y) 若全球发售因任何原因延迟、终止或未完成，本公司、联席保荐人、整体协调人、全球发售的承销商或其各自的任何联系人、附属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或附属公司不承担任何责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；
- (aa) 除本协议及由投资者、本公司、联席保荐人和整体协调人签订的保密协议外，投资者并无与本公司、本公司的任何股东、联席保荐人及/或整体协调人订立其他有关全球发售的协议；
- (bb) 投资者同意于上市日期前两(2)个完整营业日下午6点之前（香港时间）或根据第4.2条同意的其他日期之前，支付总投资金额及相关经纪佣金与征费；
- (cc) 交易H股须遵守适用法律（包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及
- (dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、联席保荐人和整体协调人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下所有义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构、第三方及内部管治机构的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款

对投资者强制执行的合法、有效及具有约束力的义务；

- (e) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、联席保荐人和整体协调人；
- (g) 投资者应在收到请求后，尽快且在法律允许的范围内，向本公司、整体协调人及其各自的联属人士提供证券交易所及其他政府机构（包括但不限于政府、公共、货币或监管部门或机构或证券交易所）可能要求的信息。
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及完成本协议拟议的交易将不会违反或导致投资者违反：**(i)**投资者各自的组织章程大纲及细则或其他组成或章程文件；或**(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购或收购（如适用）投资者股份可能以其他方式适用于投资者的法律；或**(iii)**分别对投资者具有约束力的任何协议或其他文书；或**(iv)**分别对投资者具有司法管辖权的任何有关政府的任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括但不限于按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、联席保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于**(i)**投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；**(ii)**本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；**(iii)**任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）；及/或**(iv)**投资者或实益拥有人和联系人与本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、联席保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据《上市规则》或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息及有关其项下交易的所有信息及 / 或于任何公开文件或其他公告或

文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括但不限于完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何联席保荐人或整体协调人的客户；
- (l) 除非适用法律另有豁免规定，若建银国际向投资者推销或推荐任何金融产品，该金融产品必须考虑到投资者的财务状况、投资经验及投资目标，对投资者而言具有合理适宜性。本协议的任何其他条文或建银国际可能要求投资者签署的任何其他文件，以及建银国际可能要求投资者作出的任何陈述，均不得违反本段规定。就本段而言，「金融产品」指《证券及期货条例》所定义的任何证券、期货合约或杠杆式外汇合约，而「杠杆式外汇合约」指由根据《证券及期货条例》获发第3类受规管活动牌照的人士进行交易的合约；
- (m) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；
- (n) 其于S规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；
- (o) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (p) 投资者及其实益拥有人及 / 或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其附属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会构成「关连交易」（定义见《上市规则》）或导致投资者及其实益拥有人成为本公司及 / 或整体协调人关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协议项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、单一最大股东集团、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；(vi)与本公司或其任何股

东，除以书面形式向本公司、联席保荐人和整体协调人披露者外，并无任何关联关系；及(vii)不属于《上市规则》附录F1(《股本证券的配售指引》)第1C段所述人士类别；

- (q) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (r) 投资者、其实益拥有人及 / 或联系人以及投资者代表其购买投资者股份的人士（若有）及 / 或其联系人均非联席保荐人、整体协调人、账簿管理人、全球发售的牵头经办人、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」且不属于《上市规则》附录F1（《股本证券的配售指引》）所述的任何类别人士。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (t) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；
- (u) 除先前以书面形式通知联席保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；
- (v) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (w) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、联席保荐人及 / 或整体协调人违反该等条文的行为；
- (x) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于《上市规则》规定的百分比或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及 / 或联系人(a)依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何联席保荐人、整体协调

人或全球发售的任何承销商（直接或间接）融资及(b)将认购或购买或参与认购或购买全球发售项下的H股（不包括认购本协议项下投资者股份）除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；

- (z) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其单一最大股东集团或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订任何不符合《上市规则》（包括《上市指南》第4.15章）的协议或安排，包括任何附函；
- (aa) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单或不会申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单，除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；
- (bb) 除本协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；及
- (cc) 除先前以书面形式向本公司、联席保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、联席保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、联席保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性且无遗漏。在不损害第6.1(b)条条文的的前提下，若在本公司、联席保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、联席保荐人及/或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及/或本公司、联席保荐人和/或整体协调人合理要求的其他事宜的信息及/或证明文件，以确保其遵守适用法律及/或公司或证券登记规定及/或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性且无遗漏，并且其将于该说明发生任何变化时立即作出书面通知，并向本公司、联席保荐人和整体协调人提供意见和更新信息及/或证明文件。

- 6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、联席保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、联席保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有损害、成本、收费、亏损或开支（「**亏损**」）以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
 - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；
 - (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
 - (d) 本公司及其单一最大股东集团、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及

- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.7条予以终止；
 - (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于国际发售交割或（如适用）延迟交付日期或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或联席保荐人和整体协调人任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
 - (c) 经各方书面同意予以终止。
- 7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得对任何其他方提出任何申索，但不损害其于有关终止时或之前就本协议所载条款针对该等其他方的累计权利或责任。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

- 8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他各方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：
- (a) 联交所、证监会、中国证监会及/或本公司、联席保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、联席保荐人及/或整体协调人或代表本公司、联席保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
 - (b) 各方的法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按严

格需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管有关政府部门的規定被要求作出。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、联席保荐人和整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、联席保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、联席保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即就准备第8.1条提及的须作出的任何披露提供所有合理要求的协助（包括提供本公司、联席保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人和/或整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 江苏省苏州工业园区东荡田巷9号
邮件： projectnova@novosns.com
收件人： Nova 项目组

若发送至投资者，则发送至：

地址：浙江省杭州市上城区平安金融中心A座20楼2007
邮件：zhengy@zjshc.com
收件人：郑毅

若发送至中金，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
邮件：IB_Project_Nova2025@cicc.com.cn
收件人：Project Nova小组

若发送至中信證券或中信里昂，则发送至：

地址：香港金钟道88号太古广场一座18楼
邮件：projectnova2025@clsa.com
收件人：Project Nova小组

若发送至建银国际，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
邮件：project_nova_2025@ccbintl.com
收件人：Project Nova小组

- 9.2 本协议下的任何通知须以专人递送、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

- 10.2 本协议所规定的各联席保荐人及整体协调人的义务为个别承担（而非共同或共同及个别承担）。联席保荐人或整体协调人毋须对其他联席保荐人或整体协调人未能履行本协议项下各自义务的行为承担责任，且此类违约行为不会影响其他联席保荐人或整体协调人依据本协议条款行使权利。尽管有上述规定，各联席保荐人及整体协调人均有权单独或与其他联席保荐人或整体协调人共同行使本协议项下任何或所有权利，但须符合适用法律的规定。

- 10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、联席保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将以英文或中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；但就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议各方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议各方一般强制执行及依赖第6.5条。
- (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各联席保荐人和整体协调人均有权及特此获授权（正式事先发送给本公司）任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。即便有此转授，该联席保荐人或整体协调人仍须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解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权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的声明及保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、联席保荐人和整体协调人有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将订立及执行并促使订立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「争议」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心（「香港国际仲裁中心」）机构仲裁规则》提交仲裁并由香港国际仲裁中心所管理的仲裁最终解决。仲裁地须为香港。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或

可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 副本

- 13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

For and on behalf of
为及代表

Suzhou Novosense Microelectronics Co., Ltd.
苏州纳芯微电子股份有限公司



Name: Wang Shengyang
姓名: 王升杨

Title: Director
职衔: 董事

为及代表:

香港好易得国际有限公司

For and on behalf of
HIELD INTERNATIONAL (H.K.) LIMITED
签署人: 香港好易得國際有限公司

.....
Authorized Signature(s)

姓名: 张道才

职衔: 董事

为及代表:

中国国际金融香港证券有限公司

签署人:




姓名: 陈永仁

职衔: 董事总经理

为及代表:

中信證券(香港)有限公司

簽署人:



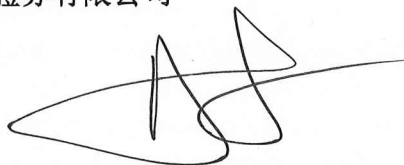
姓名: 趙龍

職銜: 執行董事

为及代表：

中信里昂證券有限公司

签署人：



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right, positioned above a solid horizontal line.


姓名：李响

职衔：董事总经理

为及代表：

建银国际金融有限公司

签署人：



姓名：萧文远

职衔：董事总经理

附表一 投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于10,000,000美元的港元（按最终招股章程中披露的港元兑美元汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及费用）除以(2)发售价，向下取整至最接近100股H股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被按比例扣除以满足香港公开发售下的公众需求。

此外，本公司、联席保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)《上市规则》第19A.13A(2)条下或另外为联交所所批准的最低公众持股要求；(iii)《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)《上市规则》第18项应用指引第3.2段；或(v)《上市规则》附录F1所载的配售指引。

附表二 投资者详情

投资者

注册成立地:	香港好易得国际有限公司
注册证书编号:	1132201
商业登记号码:	37952161-000-05-25-6
法人识别编号 (LEI) :	N/A
商业地址及电话号码及联络人:	香港九龙佐敦巴利街56号皇家商业中心7楼1室, 郑毅, 13588244035
主要业务:	汽车零部件贸易及产业链投资
最终控股股东:	三花控股集团有限公司
最终控股股东的注册地:	浙江省绍兴市新昌县澄潭街道沃西大道219号23幢9-11层
最终控股股东的商业登记号码及法人识别编号 (LEI) :	N/A
最终控股股东的主要业务:	化学原料和化学制品制造业
股东及持有之权益:	三花控股集团有限公司 (Sanhua Holding Group Co., Ltd.) 持有 740,328,500 股普通股, 占公司已发行股本 100%, 每股面值 1 港元, 已全额缴付

投资者在招股章程中的描述:

香港好易得國際有限公司（「好易得國際」）為一家於2007年5月14日在香港註冊成立的公司。好易得國際主要從事貿易及投資。好易得國際由三花控股集團有限公司（「三花控股」）全資擁有，該公司主要從事汽車零部件及家電的研發、生產及投資業務，且最終由張道才先生、張亞波先生及張少波先生控制71.98%權益。概無其他最終實益擁有人持有三花控股30%或以上權益。好易得國際、三花控股、張道才先生、張亞波先生及張少波先生均為浙江三花智能控制股份有限公司的控股股東，該公司A股於深圳證券交易所上市（股票代碼：002050.SZ）及H股於聯交所上市（股份代號：2050.HK）。

相关投资者类别（联交所FINI承销商名单模板所述或由FINI界面要求披露）：

基石投资者

CORNERSTONE INVESTMENT AGREEMENT

November 26, 2025

SUZHOU NOVOSENSE MICROELECTRONICS CO., LTD.
(苏州纳芯微电子股份有限公司)

AND

PERSEVERANCE ASSET MANAGEMENT INTERNATIONAL (SINGAPORE) PTE.
LTD.

**(acting in its capacity as an investment advisor or investment manager and on behalf of
certain investment funds and separated managed accounts)**

AND

CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

AND

CCB INTERNATIONAL CAPITAL LIMITED

PAUL

HASTINGS

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1 Garden Road
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THIS AGREEMENT (this “**Agreement**”) is made on November 26, 2025

BETWEEN:

- (1) **SUZHOU NOVOSENSE MICROELECTRONICS CO., LTD.** (苏州纳芯微电子股份有限公司), a company established under the laws of the PRC on May 17, 2013 and converted into a joint stock company with limited liability on April 13, 2016, whose registered office is at No.9, Dongdangtian Alley, Suzhou Industrial Park, Jiangsu Province, China and a place of business in Hong Kong at 40th Floor, Dah Sing Financial Centre, 248 Queen’s Road East, Wanchai, Hong Kong (the “**Company**”);
- (2) **PERSEVERANCE ASSET MANAGEMENT INTERNATIONAL (SINGAPORE) PTE. LTD.** (“**PERSEVERANCE**”), a company incorporated in Singapore whose registered office is at Level 40, Ocean Financial Centre, 10 Collyer Quay, #40-31, Singapore, acting in its capacity as an investment advisor or investment manager and on behalf of certain investment funds and separated managed accounts as specified in Schedule 3 thereto (each an “**Investor**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);
- (4) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITICS**”);
- (5) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (6) **CCB INTERNATIONAL CAPITAL LIMITED**, a licensed corporation with The Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AJO225) whose principal place of business is at 12/F., CCB Tower, 3 Connaught Road Central, Central, Hong Kong (“**CCBI**”)

(CICC, CITICS and CCBI, collectively, the “**Joint Sponsors**”)

(CICC, CLSA and CCBI, collectively, the “**Overall Coordinators**”)

WHEREAS:

- (A) The Company has made an application for the listing of its H Shares (as defined below) on the Stock Exchange (as defined below) (the “**Listing**”) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States

to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below) or another available exemption from registration under the Securities Act (as defined below) (the “**International Offering**”).

- (B) CICC, CITICS and CCBI are acting as the joint sponsors to the Listing, and CICC, CLSA and CCBI are acting as the overall coordinators and capital market intermediaries of the Global Offering.
- (C) Each Investor wishes to subscribe for its relevant proportion of the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATIONS**

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

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

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong.

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

“**Approvals**” has the meaning given to it in Clause 6.2(f).

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

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

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

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

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

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

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

“**connected person/core connected person**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly.

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

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

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly.

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

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

“**CSRC Filing Report**” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements, and/or modifications thereof, submitted to the CSRC on April 28, 2025 pursuant to Article 13 of the CSRC Filing Rules.

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time.

“**dispose of**” includes, in respect of any Relevant Shares (as defined below), directly or indirectly.

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting

or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly.

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

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

“**Governmental Authority**” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC).

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

“**H Share(s)**” means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange.

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

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

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

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

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

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

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

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

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

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

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

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

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing guidance and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time.

“**Lock-up Period**” has the meaning given to it in Clause 5.1.

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

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

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

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

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

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

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

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

“**Regulators**” has the meaning given to it in Clause 6.2(i).

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**Clause**,” “**Sub-clause**” or “**Schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and *vice versa* and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**,” “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

- 2.1 Subject to the conditions referred to in Clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under Clause 3.1(f) can only be jointly

waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

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

2.2 Each Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than ten (10) business days prior to the Listing Date to subscribe for the relevant proportion of the Investor Shares through a wholly-owned subsidiary of such Investor that is a Professional Investor and is (i) not and will not be a U.S. Person; (ii) located outside the United States and (iii) acquiring the relevant proportion of the Investor Shares in an offshore transaction in accordance with Regulation S, **provided that:**

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

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

2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on each Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 Each Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to Clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under Clause 3.1(f) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of each Investor under this Agreement are and will be complete, accurate and true in all respects without omission and not misleading and that there is no material breach of this Agreement on the part of each Investor.

- 3.2 If any of the conditions contained in Clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under Clause 3.1(f) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, each Investor, the Joint Sponsors and the Overall Coordinators), the obligation of each Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by each Investor under this Agreement to any other party will be repaid to each Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; **provided that** termination of this Agreement pursuant to this Clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving such Investor the right to cure any breaches of the respective representations, warranties, undertakings, confirmations and acknowledgements given by each Investor respectively under this Agreement during the period until the aforementioned date under this clause.
- 3.3 Each Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to each Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. Each Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.
- 3.4 Without limiting the generality of Clause 10.18, each of the acknowledgements, confirmations, representations, warranties and undertakings under Clause 3.3 are given by each Investor on a several basis (not on a joint or joint and several basis).

4. **CLOSING**

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

- 4.2 Each Investor shall make full payment of its relevant proportion of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to each Investor by the Overall Coordinators) by same day value credit before the commencement of dealings of the Shares on the Stock Exchange on the Listing Date on a delivery-against-payment basis of the Investor Shares in Hong Kong dollars in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to each Investor by the Overall Coordinators in writing no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by each Investor under this Agreement.
- 4.3 Subject to due payment(s) for the relevant proportion of the Investor Shares being made in accordance with Clause 4.2, delivery of the relevant proportion of the Investor Shares to each Investor, as the case may be, shall be made through CCASS by depositing the relevant proportion of the Investor Shares directly into CCASS for credit to such HKSCC investor participant account or HKSCC stock account as may be notified by each Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, **provided that**, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim or right which the Company, the Joint Sponsors and the Overall Coordinators may have against each Investor arising out of its failure to comply with its obligations under this Agreement). Each Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of each Investor to pay for its relevant proportion of the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with Clause 6.5.
- 4.6 None of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of their obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond control of the Company, the Joint Sponsors or the Overall Coordinators (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19), declaration of a national, international or regional

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

5. RESTRICTIONS ON EACH INVESTOR

- 5.1 Subject to Clause 5.2, each Investor (for itself and on behalf of its wholly-owned subsidiary where the Investor Shares are to be held by such wholly-owned subsidiary pursuant to Clause 5.2) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, such Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agree, enter into an agreement or publicly announce an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.
- 5.2 Nothing contained in Clause 5.1 shall prevent each Investor from transferring all or part of its relevant proportion of the Relevant Shares to any wholly-owned subsidiary of such Investor, **provided that**, in all cases:
- (a) within a reasonable period prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and such Investor undertakes to procure that such wholly-owned subsidiary will, be bound by such Investor’s obligations under this Agreement, including the restrictions in this Clause 5 imposed on such Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in Clause 6;
 - (c) such Investor and such wholly-owned subsidiary of such Investor shall be treated as being such Investor in respect of the relevant proportion of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of such Investor, it shall (and such Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of such Investor, fully and effectively transfer the Relevant Shares it holds to such Investor or another wholly-owned subsidiary of such Investor (the “**Successor**”), the Successor shall give or be procured by such Investor to give a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to be bound by such Investor’s obligations under this Agreement, including the restrictions in this Clause 5 imposed on such Investor and give the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
 - (e) such Successor (i) is not and will not be a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.
- 5.3 Each Investor agrees and undertakes that except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of such Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times, and such Investor would not become a core connected person of the Company within the meaning of the Listing Rules.
- 5.4 Each Investor agrees that such Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that such Investor’s holding of the Company’s share capital is on a proprietary investment basis. Each Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering unless such action is in compliance with the guidance set out in Chapter 4.15 of the Guide and permitted by the Stock Exchange in accordance with applicable laws and regulations.
- 5.5 Each Investor shall not and shall procure its affiliates, associates, directors, supervisors (if applicable), officers, employees or agents not to enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the single largest shareholder group of the Company, any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. Each Investor further confirms and undertakes that neither it nor its affiliates, directors,

supervisors (if applicable), officers, employees or agents has entered or will enter into such arrangements or agreements.

5.6 Without limiting the generality of Clause 10.18, each of the acknowledgements, confirmations, representations, warranties and undertakings under Clauses 5.1, 5.2, 5.3, 5.4 and 5.5 are given by each Investor on a several basis (not on a joint or joint and several basis).

6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

6.1 Each Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:

- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to such Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of each Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that such Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to each Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is accurate, true and complete in all respects and is not misleading, deceptive or omission;
- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) in such manner as they may agree, and each Investor shall not have any right to raise any objection thereto;
- (e) each Investor acknowledges and consents that the Company, the Joint Sponsors and the Overall Coordinators may submit information about the its purchase of

the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), and each Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;

- (f) the Investor Shares will be subscribed for by each Investor in its relevant proportion through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering on the basis that each Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Overall Coordinators and the underwriters of the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Overall Coordinators, or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents takes any responsibility as to any tax, legal, currency or other consequences of the subscription of or in relation to any dealings in the Investor Shares;
- (g) each Investor will accept the relevant proportion of the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement ;
- (h) the number of Investor Shares may be affected by re-allocation of the H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Company, the Joint Sponsors and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company; (ii) the minimum public float requirement under Rule 19A.13A(2) of the Listing Rules or as otherwise approved by the Stock Exchange (iii) the free float requirements under Rule 19A.13C of the Listing Rules; (iv) the paragraph 3.2 of Practice Note 18 to the Listing Rules; or (v) the placing guidelines under Appendix F1 of the Listing Rules;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except pursuant to an exemption from, or in a transaction not subject to, any other applicable Laws;
- (l) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (m) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering has made any representations as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (n) except as provided for under Clause 5.2, to the extent any of the Investor Shares are held by a subsidiary of such Investor, such Investor shall procure that this subsidiary remains a directly or indirectly wholly-owned subsidiary of such Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of its relevant proportion of the Investor Shares before the expiration of the Lock-up Period;
- (o) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with each Investor’s investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has already entered into, it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws or regulatory requirements, until such information becomes public information through no fault on the part of such Investor or any of its Authorized Recipients; (ii) ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(o)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States,

Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to each Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to each Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by each Investor in determining whether to invest in the Investor Shares and only the International Offering Circular may be relied upon by each Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to each Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to each Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to each Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to each Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by each Investor in determining whether to invest in the Investor Shares and each Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (r) neither each Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;

- (s) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for its relevant proportion of the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to each Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of such Investor;
- (t) in making its investment decision, each Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to each Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to such Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular, none of the Company, or the Overall Coordinators have any liability of whatsoever and howsoever arisen to such Investor due to the reason or on the basis that the Offer Price is not within the indicative range set forth in the Public Documents, or the Global Offering is not completed by the dates and times contemplated or at all;
- (u) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company, the Group and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to each Investor as to the merits of the

Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

- (v) each the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly or any other reasons), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (w) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of its relevant proportion of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including and without limitation, tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including and without limitation, the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for such Investor, and has not relied, and will not be entitled to rely, on any advice (including and without limitation, tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the other underwriters in connection with the Global Offering, and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, legal, currency or other economic or other consequences of the subscription or acquisition of the Investor Shares by such Investor in its relevant proportion or in relation to any dealings in its relevant proportion of the Investor Shares;
- (x) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Joint Sponsors, the Overall Coordinators and the underwriters of the Global Offering or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates, nor any other parties involved in the Global Offering, has made assurances that a public or active market will ever exist for the Investor Shares;
- (y) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators, the underwriters of the Global Offering or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to each Investor or its subsidiaries will arise;
- (z) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global

Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

- (aa) there are no other agreements in place between such Investor on one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among such Investor, the Company, the Joint Sponsors and the Overall Coordinators;
- (bb) each Investor has agreed that the payment for its relevant proportion of the Aggregate Investment Amount and the related Brokerage and Levies shall be made before the commencement of dealings of the Shares on the Stock Exchange on the Listing Date;
- (cc) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange; and
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (c) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies, third parties and internal governing bodies) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform all of its obligations under this Agreement;
- (d) this Agreement has been duly authorized, executed and delivered by each Investor and constitutes a legal, valid and binding obligation of each Investor enforceable against it in accordance with the terms of this Agreement;
- (e) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (f) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to such Investor and required

to be obtained by such Investor in connection with the subscription for its relevant proportion of the Investor Shares under this Agreement have been obtained, and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. Each Investor further agrees and undertakes to promptly notify the Company, the Joint Sponsors and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

- (g) each Investor shall provide, upon request, to the Company and the Overall Coordinators and their respective affiliates as soon as reasonably practicable and to the extent legally permissible such information as may be required by the Stock Exchange and other Governmental Authority (including, but not limited to governmental, public, monetary or regulatory authorities or bodies or securities exchange);
- (h) the execution and delivery of this Agreement by each Investor, and the performance by it of this Agreement and the subscription for its relevant proportion of the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by such Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of such Investor or (ii) the Laws of any jurisdiction to which such Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to such Investor in connection with such Investor's subscription for or acquisition of (as the case may be) its relevant proportion of the Investor Shares or (iii) any agreement or other instrument binding upon such Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over each Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including and without limitation, to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of such Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for its relevant proportion of the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for its relevant proportion of the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial

owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between such Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. Each Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information and all information relating to the transaction hereunder to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) each Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including, without limitation, a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (l) unless an exemption is applicable under applicable Laws, if CCBI solicits the sale of or recommend any financial product to such Investor, the financial product must be reasonably suitable for such Investor having regard to such Investor’s financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document CCBI may ask such Investor to sign and no statement CCBI may ask such Investor to make derogates from this paragraph. For the purposes of this paragraph, “financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO, and “leveraged foreign exchange contracts” mean those traded by persons licensed for Type 3 regulated activity under the SFO;
- (m) it is subscribing for its relevant proportion of the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and such Investor is not entitled to nominate any person to be a director or officer of the Company;
- (n) it is subscribing for the Investor Shares outside the United States in an “offshore transaction” within the meaning of Regulation S and it is not and will not be a U.S. Person;

- (o) each Investor is subscribing for its relevant proportion of the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (p) each Investor and its beneficial owner(s) and/or to each Investor's best knowledge, associates, (i) is either not an existing shareholder, or an existing shareholder but their aggregate holding in the existing issued share capital of the Company is less than 5%; (ii) are subscribing for or acquiring the Investor Shares in the Company for such Investor's own account; (iii) are third parties independent of the Company or any of its affiliates; (iv) are not connected persons or associates thereof of the Company and such Investor's subscription for its relevant proportion of the Investor Shares will not constitute a "connected transaction" (as defined in the Listing Rules) or result in such Investor and its beneficial owner(s) becoming connected persons of the Company and/or the Overall Coordinators notwithstanding any relationship between such Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (v) have the financial capacity to meet all obligations arising under this Agreement; (vi) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors, chief executives, member(s) of the single largest shareholder group, substantial shareholder(s) or existing shareholder(s) (save as abovementioned) of the Company or any of its subsidiaries, or a close associate of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (vii) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing; and (viii) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules (other than "existing shareholder"(as the case may be));
- (q) each Investor will use its own funds to subscribe for the Investor Shares. Each Investor has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (r) each Investor, its beneficial owner(s) and/or to each Investor's best knowledge, associates, and the person (if any) for whose account such Investor is purchasing its relevant proportion of the Investor Shares and/or its associates, is not a "connected client" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriter(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules (other than "existing shareholder" (as the case may be)). The terms "connected client,"

“lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (s) each Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “discretionary managed portfolio” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (t) neither each Investor, its beneficial owner(s) nor to each Investor’s best knowledge, its associates is a director (including as a director within the preceding 12 months) or supervisor of the Company or its associates or a nominee of any of the foregoing;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither each Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”, “non-SFC-authorized fund” and “existing shareholder” (as the case may be)) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) each Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for its relevant proportion of the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
- (x) neither each Investor, its beneficial owner(s) nor to each Investor’s best knowledge, associates, (a) is subscribing for its relevant proportion of the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by any associates of the Company, by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering and (b) will subscribe for or purchase or participate in the subscription for or purchase of the H Shares under the Global Offering (other than the subscription for the Investor Shares under this Agreement) unless such action is in compliance with the guidance set out in Chapter 4.15 of the Guide and permitted by the Stock Exchange in accordance with applicable laws and regulations; each Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

- (y) no agreement or arrangement, including any side letter, which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or will be entered into or made between such Investor or, to each Investor's best knowledge, its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its single largest shareholder group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;
- (z) neither each Investor nor any of its associates has applied for or placed an order through the book-building process or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement, unless such action is in compliance with the guidance set out in Chapter 4.15 of the Guide and permitted by the Stock Exchange in accordance with applicable laws and regulations;
- (aa) except as provided for in this Agreement, such Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, each Investor, its beneficial owner(s) and/or to each Investor's best knowledge, associates, have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

is true, accurate and complete in all respects and is not misleading and without omission.

- 6.4 Each Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in Clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. Each Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of such Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 Each Investor agrees and undertakes that such Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of its relevant proportion of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by each Investor or its officers, directors, supervisors (if applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all damages, costs, charges, losses or expenses ("**Losses**") which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the respective acknowledgements, confirmations, representations, warranties and undertakings given by each Investor under Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 Without limiting the generality of Clause 10.18, each of the acknowledgements, confirmations, representations, warranties and undertakings under Clauses 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 are given by each Investor on a several basis (not on a joint or joint and several basis).
- 6.8 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
- (c) subject to payment and the Lock-up Period provided under Clause 5.1, the Investor Shares will, when delivered to each Investor in accordance with Clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its single largest shareholder group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Section 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company, any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with Clauses 3.2, 4.5 or 4.6;
- (b) solely by any of the Company or the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of each Investor (or the wholly-owned subsidiary of such Investor in the case of transfer of Investor Shares pursuant to Clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by such Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 In the event that this Agreement is terminated in accordance with Clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under Clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under Clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties

without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, Clause 6.5 and the indemnities given by each Investor shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by each Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, and such Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors and/or the Overall Coordinators is subject, and the background of such Investor and its relationship between the Company and such Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Parties on a strict need-to-know basis **provided that** such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party; and
 - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by each Investor, except where such Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by each Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and such Investor and the general background

information on such Investor prior to publication. Each Investor shall cooperate with the Company, the Joint Sponsors, the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors, the Overall Coordinators and their respective counsels.

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

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by Clause 9.2 to the following addresses or email addresses (as applicable):

If to the Company, to:

Address: No.9, Dongdangtian Alley, Suzhou Industrial Park, Jiangsu Province, China

Email: projectnova@novosns.com

Attention: Project Nova Team

If to the Investor, to:

Email: maillorder@gyasset.com; op_perseverance@gyasset.com

Attention: Trade Team & OP Team

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Email: IB_Project_Nova2025@cicc.com.cn

Attention: Project Nova Team

If to CTICS or CLSA, to:

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

Email: projectnova2025@clsa.com

Attention: Project Nova Team

If to CCBI, to:

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

Email: project_nova_2025@ccbintl.com

Attention: Project Nova Team

9.2 Any notice delivered hereunder shall be delivered by hand, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six (6) days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

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

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

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.

10.4 Each Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with Clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by each Investor (if any), this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by each Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance.
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions (with formal prior notice of any such delegation given to the Company) to any one or more of their affiliates. Such Joint Sponsors or Overall Coordinators shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against each Investor for all losses and damages suffered by the other Parties, if there is any breach of representations and warranties made by each Investor on or before the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure the execution and performance of such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 The obligations of each Investor under this Agreement shall be several and not joint between each Investor.

11. GOVERNING LAW AND JURISDICTION

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

12. IMMUNITY

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

13. PROCESS AGENT

- 13.1 Each Investor irrevocably appoints Perseverance Research Consulting Company Limited at Unit 1525, 15th Floor, Nexxus Building, 41 Connaught Road Central, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by such Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, each Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

14. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of
为及代表

Suzhou Novosense Microelectronics Co., Ltd.
苏州纳芯微电子股份有限公司



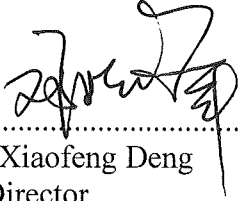
Name: Wang Shengyang
姓名: 王升杨

Title: Director
职衔: 董事

FOR AND ON BEHALF OF:

***PERSEVERANCE ASSET MANAGEMENT INTERNATIONAL (SINGAPORE) PTE.
LTD. (acting in its capacity as an investment advisor or investment manager and on behalf
of certain investment funds and separated managed accounts)***

By:



.....
Name: Xiaofeng Deng

Title: Director

**FOR AND ON BEHALF OF:
CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED**

By:



.....

Name: Yongren Chen

Title: Managing Director

**FOR AND ON BEHALF OF:
CITIC SECURITIES (HONG KONG) LIMITED**

By:



.....
Name: Ryan Zhao

Title: Executive Director

**FOR AND ON BEHALF OF:
CLSA LIMITED**

By:

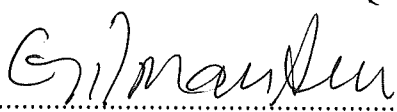
A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

.....
Name: Heung Li

Title: Managing Director

**FOR AND ON BEHALF OF:
CCB INTERNATIONAL CAPITAL LIMITED**

By:



.....
Name: Gilman Siu

Title: Managing Director

SCHEDULE 1 INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 10,000,000 (calculated using the Hong Kong dollar to US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which each Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by each Investor in its relevant proportion under this Agreement might be affected by the reallocation of the H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for the H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a *pro rata* basis to satisfy the public demands under the Hong Kong Public Offering.

Further, the Company, the Joint Sponsors and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company; (ii) the minimum public float requirement under Rule 19A.13A(2) of the Listing Rules or as otherwise approved by the Stock Exchange; (iii) the free float requirements under Rule 19A.13C of the Listing Rules; (iv) the paragraph 3.2 of Practice Note 18 to the Listing Rules; or (v) the placing guidelines under Appendix F1 of the Listing Rules.

**SCHEDULE 2
PARTICULARS OF PERSEVERANCE**

Place of incorporation:	SINGAPORE
Certificate of incorporation number:	201833493C
Business registration number:	N/A
LEI number:	549300XTNDL4NYEGVH13
Business address and telephone number and contact person:	10 Collyer Quay, Ocean Financial Centre, Level 40 Suite 30 and 31, Singapore 049315; Telephone number: +65 6808 6505; Contact person: Bo Wang
Principal activities:	Investment management and investment advisory
Ultimate controlling shareholder:	PERSEVERANCE ASSET MANAGEMENT INTERNATIONAL
Place of incorporation of ultimate controlling shareholder:	Cayman Islands
Business registration number and LEI number of ultimate controlling shareholder:	314322; 549300SNI8JVMUWCLA40
Principal activities of ultimate controlling shareholder:	Investment management and investment advisory
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Perseverance Asset Management International (Singapore) Pte. Ltd. (“ Perseverance Asset Management ”) acts as the investment advisor or investment manager on a discretionary basis of no more than six investment funds and/or separated managed accounts (collectively the “ Perseverance Funds ”). No single ultimate beneficial owner holds 30% or more interest in each of the Perseverance Funds. Each of the Perseverance Funds is an Independent Third Party. Perseverance Asset Management is a private limited company incorporated in Singapore in October 2018, and holds a Capital Markets Services License for fund management with Monetary Authority of Singapore. Perseverance Asset Management is wholly owned by Perseverance Asset Management

International, which is principally engaged in investment management and investment advisory services and an Independent Third Party. Certain investments funds for which Perseverance Asset Management acts as the investment advisor or investment manager invested in ZIJIN GOLD INTERNATIONAL COMPANY LIMITED (紫金黃金國際有限公司) (stock code: 2259.HK), Contemporary Amperex Technology Co. and Limited (寧德時代新能源科技股份有限公司) (stock code: 3750.HK) and Acotec Scientific Holdings Limited (先瑞達醫療科技控股有限公司) (stock code: 6669.HK) as cornerstone investor. Perseverance Asset Management is entering into the cornerstone investment agreement with the Company in its capacity as an investment advisor or investment manager and on behalf of the Perseverance Funds.

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

Cornerstone investor

Non-SFC-authorized fund

Existing shareholder (if any, subject to the FINI form submitted to the Stock Exchange)

**SCHEDULE 3
THE INVESTOR(S)**

Investor(s)	certain investment funds and separated managed accounts as specified in the FINI form
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CORNERSTONE INVESTMENT AGREEMENT

November 26, 2025

SUZHOU NOVOSENSE MICROELECTRONICS CO., LTD.
(苏州纳芯微电子股份有限公司)

AND

3W FUND MANAGEMENT LIMITED

AND

CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

AND

CCB INTERNATIONAL CAPITAL LIMITED

PAUL

HASTINGS

22/F Bank of China Tower
1 Garden Road
Hong Kong
Tel: +852.2867.1288
www.paulhastings.com

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THIS AGREEMENT (this “**Agreement**”) is made on November 26, 2025

BETWEEN:

- (1) **SUZHOU NOVOSENSE MICROELECTRONICS CO., LTD.** (苏州纳芯微电子股份有限公司), a company established under the laws of the PRC on May 17, 2013 and converted into a joint stock company with limited liability on April 13, 2016, whose registered office is at No.9, Dongdangtian Alley, Suzhou Industrial Park, Jiangsu Province, China and a place of business in Hong Kong at 40th Floor, Dah Sing Financial Centre, 248 Queen’s Road East, Wanchai, Hong Kong (the “**Company**”);
- (2) **3W FUND MANAGEMENT LIMITED**, a company incorporated in Hong Kong whose registered office is at Suite 507, ICBC Tower, 3 Garden Road, Central, Hong Kong (the “**Investor**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);
- (4) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITICS**”);
- (5) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (6) **CCB INTERNATIONAL CAPITAL LIMITED**, a licensed corporation with The Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AJO225) whose principal place of business is at 12/F., CCB Tower, 3 Connaught Road Central, Central, Hong Kong (“**CCBI**”)

(CICC, CITICS and CCBI, collectively, the “**Joint Sponsors**”)

(CICC, CLSA and CCBI, collectively, the “**Overall Coordinators**”)

WHEREAS:

- (A) The Company has made an application for the listing of its H Shares (as defined below) on the Stock Exchange (as defined below) (the “**Listing**”) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below) or

another available exemption from registration under the Securities Act (as defined below) (the “**International Offering**”).

- (B) CICC, CITICS and CCBI are acting as the joint sponsors to the Listing, and CICC, CLSA and CCBI are acting as the overall coordinators and capital market intermediaries of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATIONS**

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

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

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong.

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

“**Approvals**” has the meaning given to it in Clause 6.2(g).

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

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

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

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

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

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

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

“**connected person/core connected person**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly.

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

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

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly.

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

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

“**CSRC Filing Report**” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements, and/or modifications thereof, submitted to the CSRC on April 28, 2025 pursuant to Article 13 of the CSRC Filing Rules.

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time.

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

“**dispose of**” includes, in respect of any Relevant Shares (as defined below), directly or indirectly.

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

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

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

“**Governmental Authority**” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC).

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

“**H Share(s)**” means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange.

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

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

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

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

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

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

“**Investor-related Information**” has the meaning given to it in Clause 6.2(j).

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

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

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

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

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

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing guidance and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time.

“**Lock-up Period**” has the meaning given to it in Clause 5.1.

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

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

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

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

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

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

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

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

“Regulators” has the meaning given to it in Clause 6.2(j).

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

“Regulation S” means Regulation S under the Securities Act.

“RMB” means Renminbi, the lawful currency of the PRC.

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

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

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder.

“Stock Exchange” means The Stock Exchange of Hong Kong Limited.

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

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

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

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

2.2 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than ten (10) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and will not be a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, **provided that:**

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

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

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

3. **CLOSING CONDITIONS**

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

- (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are and will be complete, accurate and true in all respects without omission and not misleading and that there is no material breach of this Agreement on the part of the Investor.

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

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators

or their respective affiliates on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

- 4.1 Subject to Clause 3 and this Clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacity as international representative of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit by 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing by 8:00 a.m. (Hong Kong time) no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, **provided that** the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor Shares in the time and manner as specified in Clause 4.2.
- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with Clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such HKSCC investor participant account or HKSCC stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with Clause 4.3.
- 4.5 Without prejudice to Clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the

Investor may agree in writing, **provided that**, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim or right which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with Clause 6.5.
- 4.7 None of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of their obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond control of the Company, the Joint Sponsors or the Overall Coordinators (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19), declaration of a national, international or regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat or escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, policies, any existing or future act of governmental activity or the like.

5. **RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to Clause 5.2, the Investor (for itself and on behalf of its wholly-owned subsidiary where the Investor Shares are to be held by such wholly-owned subsidiary pursuant to Clause 5.2) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant

Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agree, enter into an agreement or publicly announce an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.

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

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

- 5.3 The Investor agrees and undertakes that except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times, and the Investor would not become a core connected person of the Company within the meaning of the Listing Rules.
- 5.4 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis (or for fund(s) it acts as investment manager), and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis (or for fund(s) it acts as investment manager). The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and its beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering unless such action is disclosed to the Company, the Joint Sponsors and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 5.5 The Investor shall not and shall procure its affiliates, associates, directors, supervisors (if applicable), officers, employees or agents not to enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the single largest shareholder group of the Company, any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents has entered or will enter into such arrangements or agreements.

6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global

Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is accurate, true and complete in all respects and is not misleading, deceptive or omission;
- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) in such manner as they may agree, and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor acknowledges and consents that the Company, the Joint Sponsors and the Overall Coordinators may submit information about the Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Overall Coordinators and the underwriters of the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and

none of the Company, the Overall Coordinators, or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents takes any responsibility as to any tax, legal, currency or other consequences of the subscription of or in relation to any dealings in the Investor Shares;

- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement ;
- (h) the number of Investor Shares may be affected by re-allocation of the H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Company, the Joint Sponsors and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company; (ii) the minimum public float requirement under Rule 19A.13A(2) of the Listing Rules or as otherwise approved by the Stock Exchange (iii) the free float requirements under Rule 19A.13C of the Listing Rules; (iv) the paragraph 3.2 of Practice Note 18 to the Listing Rules; or (v) the placing guidelines under Appendix F1 of the Listing Rules;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except pursuant to an exemption from, or in a transaction not subject to, any other applicable Laws;
- (l) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other

jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

- (m) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering has made any representations as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (n) except as provided for under Clause 5.2, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that this subsidiary remains a directly or indirectly wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (o) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has already entered into it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws or regulatory requirements, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(o)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and only the International Offering Circular may be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (r) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;
- (s) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (t) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company

and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular, none of the Company, or the Overall Coordinators have any liability of whatsoever and howsoever arisen to the Investor due to the reason or on the basis that the Offer Price is not within the indicative range set forth in the Public Documents, or the Global Offering is not completed by the dates and times contemplated or at all;

- (u) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company, the Group and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;
- (v) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly or any other reasons), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

- (w) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including and without limitation, tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including and without limitation, the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including and without limitation, tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the other underwriters in connection with the Global Offering, and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, legal, currency or other economic or other consequences of the subscription or acquisition of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (x) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Joint Sponsors, the Overall Coordinators and the underwriters of the Global Offering or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates, nor any other parties involved in the Global Offering, has made assurances that a public or active market will ever exist for the Investor Shares;
- (y) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators, the underwriters of the Global Offering or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (z) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (aa) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Joint Sponsors and the Overall Coordinators;

- (bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with Clause 4.2;
- (cc) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange; and
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to any Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies, third parties and internal governing bodies) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor

Shares under this Agreement have been obtained, and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Joint Sponsors and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

- (h) the Investor shall provide, upon request, to the Company and the Overall Coordinators and their respective affiliates as soon as reasonably practicable and to the extent legally permissible such information as may be required by the Stock Exchange and other Governmental Authority (including, but not limited to governmental, public, monetary or regulatory authorities or bodies or securities exchange);
- (i) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (j) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including and without limitation, to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any

connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information and all information relating to the transaction hereunder to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (k) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including, without limitation, a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (l) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor, and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (m) unless an exemption is applicable under applicable Laws, if CCBI solicits the sale of or recommend any financial product to the Investor, the financial product must be reasonably suitable for the Investor having regard to the Investor’s financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document CCBI may ask the Investor to sign and no statement CCBI may ask the Investor to make derogates from this paragraph. For the purposes of this paragraph, “financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO, and “leveraged foreign exchange contracts” mean those traded by persons licensed for Type 3 regulated activity under the SFO;
- (n) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis or for fund(s) that the Investor acts as investment manager without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (o) it is subscribing for the Investor Shares outside the United States in an “offshore transaction” within the meaning of Regulation S and it is not and will not be a U.S. Person;

- (p) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (q) the Investor and its beneficial owner(s) and/or associates (i) are subscribing for or acquiring the Investor Shares in the Company for the Investor's own account or for the accounts of the fund(s) that the Investor acts as investment manager; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a "connected transaction" (as defined in the Listing Rules) or result in the Investor and its beneficial owner(s) becoming connected persons of the Company and/or the Overall Coordinators notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors chief executives, member(s) of the single largest shareholder group, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing; and (vii) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor or the fund(s) for which the Investor acts as investment manager will use its own funds to subscribe for the Investor Shares. The Investor has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (s) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriter(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client," "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (t) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "discretionary managed portfolio" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (u) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (v) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor" and "non-SFC-authorized fund") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
- (w) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (x) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
- (y) the aggregate holding (directly and indirectly) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (z) none of the Investor, its beneficial owner(s) and/or associates (a) is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by any associates of the Company, by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering and (b) will subscribe for or purchase or participate in the subscription for or purchase of the H Shares under the Global Offering (other than the subscription for the Investor Shares under this Agreement) unless such action is disclosed to the Company, the Joint Sponsors and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the

Guide; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

- (aa) no agreement or arrangement, including any side letter, which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its single largest shareholder group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;
- (bb) none of the Investor or any of its associates has applied for or placed an order through the book-building process or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement, unless such action is disclosed to the Company, the Joint Sponsors and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide;
- (cc) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
- (dd) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading and without omission, and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Overall Coordinators.

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

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
- (c) subject to payment and the Lock-up Period provided under Clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with Clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its single largest shareholder group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company, any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with Clauses 3.2, 4.6 or 4.7;
- (b) solely by any of the Company or the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to Clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 In the event that this Agreement is terminated in accordance with Clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under Clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under Clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, Clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

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

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

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by Clause 9.2 to the following addresses or email addresses (as applicable):

If to the Company, to:

Address: No.9, Dongdangtian Alley, Suzhou Industrial Park, Jiangsu Province, China

Email: projectnova@novosns.com

Attention: Project Nova Team

If to the Investor, to:

Address: Suite 507, ICBC Tower, 3 Garden Road, Central, Hong Kong

Email: zhouyy@3wfund.com

Attention: Chief Operating Officer

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Email: IB_Project_Nova2025@cicc.com.cn
Attention: Project Nova Team

If to CTICS or CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectnova2025@clsa.com
Attention: Project Nova Team

If to CCBI, to:

Address: 12/F., CCB Tower, 3 Connaught Road Central, Central, Hong Kong
Email: project_nova_2025@ccbintl.com
Attention: Project Nova Team

- 9.2 Any notice delivered hereunder shall be delivered by hand, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six (6) days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

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

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

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of representations and warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure the execution and performance of such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force as of the date of submitting the notice of arbitration. The place of arbitration shall be Hong Kong and the

governing law of this Clause 11.2 and the arbitration proceedings shall be the laws of Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the Parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any Party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

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

13. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of
为及代表

Suzhou Novosense Microelectronics Co., Ltd.
苏州纳芯微电子股份有限公司



Name: Wang Shengyang
姓名: 王升杨

Title: Director
职衔: 董事

**FOR AND ON BEHALF OF:
3W FUND MANAGEMENT LIMITED**

By: *Wu Weiwei*

.....
Name: Weiwei WU

Title: Director

**FOR AND ON BEHALF OF:
CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED**

By:

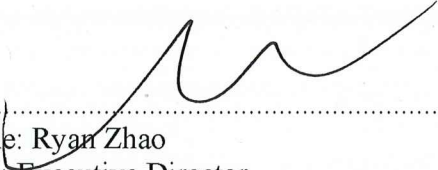


.....

Name: Yongren Chen
Title: Managing Director

**FOR AND ON BEHALF OF:
CITIC SECURITIES (HONG KONG) LIMITED**

By:



.....
Name: Ryan Zhao
Title: Executive Director

**FOR AND ON BEHALF OF:
CLSA LIMITED**

By:



.....
Name: Heung Li

Title: Managing Director

**FOR AND ON BEHALF OF:
CCB INTERNATIONAL CAPITAL LIMITED**

By:

Gilman Siu
.....

Name: Gilman Siu

Title: Managing Director

SCHEDULE 1 INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 10,000,000 (calculated using the Hong Kong dollar to US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of the H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for the H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a *pro rata* basis to satisfy the public demands under the Hong Kong Public Offering.

Further, the Company, the Joint Sponsors and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company; (ii) the minimum public float requirement under Rule 19A.13A(2) of the Listing Rules or as otherwise approved by the Stock Exchange; (iii) the free float requirements under Rule 19A.13C of the Listing Rules; (iv) the paragraph 3.2 of Practice Note 18 to the Listing Rules; or (v) the placing guidelines under Appendix F1 of the Listing Rules.

SCHEDULE 2
PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	1779326
Business registration number:	60150233
LEI number:	254900K10GHDXQBUW742
Business address and telephone number and contact person:	Suite 507, ICBC Tower, 3 Garden Road, Central, Hong Kong. (852) 2597 3166 Yuanyuan ZHOU
Principal activities:	Asset management
Ultimate controlling shareholder:	Weiwei WU
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	3W Fund Management Limited (“ 3W Fund ”) is incorporated in Hong Kong with limited liability and licensed by the SFC to carry out Type 9 (asset management) regulated activity. 3W Fund, which is ultimately wholly owned by Mr. Weiwei Wu, an Independent Third Party, has agreed to procure 3W Global Fund, over which 3W Fund has discretionary investment management power, to subscribe for such number of the Offer Shares. 3W Global Fund pursues to maximize absolute return and seek long-term capital growth primarily through fundamental investment

principle with value approach. No single investor holds 30% or more interests in 3W Global Fund.

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

CORNERSTONE INVESTMENT AGREEMENT

November 26, 2025

SUZHOU NOVOSENSE MICROELECTRONICS CO., LTD.
(苏州纳芯微电子股份有限公司)

AND

GREEN BETTER LIMITED

AND

CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

AND

CCB INTERNATIONAL CAPITAL LIMITED

PAUL

HASTINGS

22/F Bank of China Tower
1 Garden Road
Hong Kong
Tel: +852.2867.1288
www.paulhastings.com

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THIS AGREEMENT (this “**Agreement**”) is made on November 26, 2025

BETWEEN:

- (1) **SUZHOU NOVOSENSE MICROELECTRONICS CO., LTD.** (苏州纳芯微电子股份有限公司), a company established under the laws of the PRC on May 17, 2013 and converted into a joint stock company with limited liability on April 13, 2016, whose registered office is at No.9, Dongdangtian Alley, Suzhou Industrial Park, Jiangsu Province, China and a place of business in Hong Kong at 40th Floor, Dah Sing Financial Centre, 248 Queen’s Road East, Wanchai, Hong Kong (the “**Company**”);
- (2) **GREEN BETTER LIMITED**, a company incorporated in British Virgin Islands whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Investor**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);
- (4) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITICS**”);
- (5) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (6) **CCB INTERNATIONAL CAPITAL LIMITED**, a licensed corporation with The Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AJO225) whose principal place of business is at 12/F., CCB Tower, 3 Connaught Road Central, Central, Hong Kong (“**CCBI**”)

(CICC, CITICS and CCBI, collectively, the “**Joint Sponsors**”)

(CICC, CLSA and CCBI, collectively, the “**Overall Coordinators**”)

WHEREAS:

- (A) The Company has made an application for the listing of its H Shares (as defined below) on the Stock Exchange (as defined below) (the “**Listing**”) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below) or another available exemption from registration under the Securities Act (as defined below) (the “**International Offering**”).

- (B) CICC, CITICS and CCBI are acting as the joint sponsors to the Listing, and CICC, CLSA and CCBI are acting as the overall coordinators and capital market intermediaries of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong.

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

“**Approvals**” has the meaning given to it in Clause 6.2(f).

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

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

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

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

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

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

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

“connected person/core connected person” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly.

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules.

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

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly.

“CSRC” means the China Securities Regulatory Commission.

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

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements, and/or modifications thereof, submitted to the CSRC on April 28, 2025 pursuant to Article 13 of the CSRC Filing Rules.

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time.

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

“dispose of” includes, in respect of any Relevant Shares (as defined below), directly or indirectly.

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or

otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly.

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

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

“**Governmental Authority**” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC).

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

“**H Share(s)**” means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange.

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

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

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

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

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

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

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

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

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

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

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

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

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing guidance and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time.

“**Lock-up Period**” has the meaning given to it in Clause 5.1.

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

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

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

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

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in

connection with the International Offering, as amended or supplemented from time to time.

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

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

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

“**Regulators**” has the meaning given to it in Clause 6.2(i).

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**Clause**,” “**Sub-clause**” or “**Schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and *vice versa* and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**,” “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

- 2.1 Subject to the conditions referred to in Clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under Clause 3.1(f) can only be jointly waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:
 - (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor

Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with Clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than ten (10) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and will not be a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, **provided that:**

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

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

2.3 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with Clause 4.3.

2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to Clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under Clause 3.1(f) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:
- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
 - (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
 - (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
 - (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
 - (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
 - (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are and will be complete, accurate and true in all respects without omission and not misleading and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in Clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under Clause 3.1(f) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall

Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; **provided that** termination of this Agreement pursuant to this Clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, confirmations and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

- 4.1 Subject to Clause 3 and this Clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacity as international representative of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit by 6:00 p.m. (Hong Kong time) no later than two (2) clear business days prior to the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing by 8:00 a.m. (Hong Kong time) no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, **provided that** the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor Shares in the time and manner as specified in Clause 4.2.
- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with Clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such HKSCC investor participant account or HKSCC stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with Clause 4.3.
- 4.5 Without prejudice to Clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, **provided that**, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim or right which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with Clause 6.5.
- 4.7 None of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of their obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond control of the Company, the Joint Sponsors or the Overall Coordinators (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19), declaration of a national, international or regional

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

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to Clause 5.2, the Investor (for itself and on behalf of its wholly-owned subsidiary where the Investor Shares are to be held by such wholly-owned subsidiary pursuant to Clause 5.2) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agree, enter into an agreement or publicly announce an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.
- 5.2 Nothing contained in Clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, **provided that**, in all cases:
- (a) within a reasonable period prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the restrictions in this Clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in Clause 6;
 - (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
 - (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it

shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor (the “**Successor**”), the Successor shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to be bound by the Investor’s obligations under this Agreement, including the restrictions in this Clause 5 imposed on the Investor and give the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

- (e) such Successor (i) is not and will not be a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times, and the Investor would not become a core connected person of the Company within the meaning of the Listing Rules.

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

5.5 The Investor shall not and shall procure its affiliates, associates, directors, supervisors (if applicable), officers, employees or agents not to enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the single largest shareholder group of the Company, any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents has entered or will enter into such arrangements or agreements.

6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

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

- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is accurate, true and complete in all respects and is not misleading, deceptive or omission;
- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) in such manner as they may agree, and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor acknowledges and consents that the Company, the Joint Sponsors and the Overall Coordinators may submit information about the Investor's purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;

- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Overall Coordinators and the underwriters of the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Overall Coordinators, or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents takes any responsibility as to any tax, legal, currency or other consequences of the subscription of or in relation to any dealings in the Investor Shares;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of the H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Company, the Joint Sponsors and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company; (ii) the minimum public float requirement under 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; (iii) the free float requirements under Rule 19A.13C(2) of the Listing Rules; (iv) the paragraph 3.2 of Practice Note 18 to the Listing Rules; or (v) the placing guidelines under Appendix F1 of the Listing Rules;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except pursuant to an exemption from, or in a transaction not subject to, any other applicable Laws;

- (l) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (m) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering has made any representations as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (n) except as provided for under Clause 5.2, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that this subsidiary remains a directly or indirectly wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (o) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has already entered into, it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws or regulatory requirements, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(o)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and only the

International Offering Circular may be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (r) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;
- (s) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (t) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company

and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular, none of the Company, or the Overall Coordinators have any liability of whatsoever and howsoever arisen to the Investor due to the reason or on the basis that the Offer Price is not within the indicative range set forth in the Public Documents, or the Global Offering is not completed by the dates and times contemplated or at all;

- (u) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company, the Group and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;
- (v) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly or any other reasons), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (w) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice

(including and without limitation, tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including and without limitation, the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including and without limitation, tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the other underwriters in connection with the Global Offering, and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, legal, currency or other economic or other consequences of the subscription or acquisition of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (x) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Joint Sponsors, the Overall Coordinators and the underwriters of the Global Offering or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates, nor any other parties involved in the Global Offering, has made assurances that a public or active market will ever exist for the Investor Shares;
- (y) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators, the underwriters of the Global Offering or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (z) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (aa) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Joint Sponsors and the Overall Coordinators;
- (bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 6:00 p.m. (Hong Kong time) no later than two (2) clear business days prior to the Listing Date or such other date as agreed in accordance with Clause 4.2;
- (cc) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules,

the Securities Act and any other applicable Laws of any competent securities exchange; and

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

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (c) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies, third parties and internal governing bodies) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform all of its obligations under this Agreement;
- (d) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (e) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (f) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained, and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Joint Sponsors and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (g) the Investor shall provide, upon request, to the Company and the Overall Coordinators and their respective affiliates as soon as reasonably practicable and to the extent legally permissible such information as may be required by the Stock Exchange and other Governmental Authority (including, but not limited to governmental, public, monetary or regulatory authorities or bodies or securities exchange);

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

experienced in transactions of investing in securities of companies in a similar stage of development;

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor, and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (l) unless an exemption is applicable under applicable Laws, if CCBI solicits the sale of or recommend any financial product to the Investor, the financial product must be reasonably suitable for the Investor having regard to the Investor's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document CCBI may ask the Investor to sign and no statement CCBI may ask the Investor to make derogates from this paragraph. For the purposes of this paragraph, "financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO, and "leveraged foreign exchange contracts" mean those traded by persons licensed for Type 3 regulated activity under the SFO;
- (m) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (n) it is subscribing for the Investor Shares outside the United States in an "offshore transaction" within the meaning of Regulation S and it is not and will not be a U.S. Person;
- (o) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (p) the Investor and beneficial owner(s) and/or associates (i) are subscribing for or acquiring the Investor Shares in the Company for the Investor's own account; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a "connected transaction" (as defined in the Listing Rules) or result in the Investor and its beneficial owner(s) becoming connected persons of the Company and/or the Overall Coordinators notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors chief executives, member(s) of the single largest shareholder group, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate of any of the them, and are not accustomed to take and have

not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing; and (vii) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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

or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;

- (x) the aggregate holding (directly and indirectly) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its beneficial owner(s) and/or associates (a) is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by any associates of the Company, by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering and (b) will subscribe for or purchase or participate in the subscription for or purchase of the H Shares under the Global Offering (other than the subscription for the Investor Shares under this Agreement) unless such action is disclosed to the Company, the Joint Sponsors and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (z) no agreement or arrangement, including any side letter, which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its single largest shareholder group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;
- (aa) none of the Investor or any of its associates has applied for or placed an order through the book-building process or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement unless such action is disclosed to the Company, the Joint Sponsors and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide;
- (bb) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
- (cc) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint

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

- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in Clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors,

supervisors (if applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all damages, costs, charges, losses or expenses (“Losses”) which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

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

6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
- (c) subject to payment and the Lock-up Period provided under Clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with Clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its single largest shareholder group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Section 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company, any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with Clauses 3.2, 4.6 or 4.7;
- (b) solely by any of the Company or the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the

Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to Clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or

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

7.2 In the event that this Agreement is terminated in accordance with Clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under Clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under Clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, Clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

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

Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by Clause 9.2 to the following addresses or email addresses (as applicable):

If to the Company, to:

Address: No.9, Dongdangtian Alley, Suzhou Industrial Park, Jiangsu Province, China
Email: projectnova@novosns.com
Attention: Project Nova Team

If to the Investor, to:

Address: #33 Xi'erqi Middle Road, Haidian District, Beijing, China
Email: wangyiliang@xiaomi.com
Attention: 王邑良

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Email: IB_Project_Nova2025@cicc.com.cn
Attention: Project Nova Team

If to CTICS or CLSA, to:

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

Email: projectnova2025@cls.com

Attention: Project Nova Team

If to CCBI, to:

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

Email: project_nova_2025@ccbintl.com

Attention: Project Nova Team

- 9.2 Any notice delivered hereunder shall be delivered by hand, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six (6) days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

- 10.6 This Agreement will be executed in the English or Chinese language.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with Clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance.
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions (with formal prior notice of any such delegation given to the Company) to any one or more of their affiliates. Such Joint Sponsors or Overall Coordinators shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach

of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of representations and warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure the execution and performance of such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force as of the date of submitting the notice of arbitration. The place of arbitration shall be Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the Parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to

request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any Party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

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

13. PROCESS AGENT

- 13.1 Investor irrevocably appoints Xiaomi H.K. Limited at Suite 3209, 32/F, Tower 5, The Gateway, Harbour City, 15 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

14. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of
为及代表

Suzhou Novosense Microelectronics Co., Ltd.
苏州纳芯微电子股份有限公司

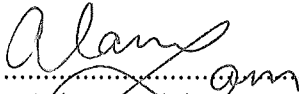


Name: Wang Shengyang
姓名: 王升杨

Title: Director
职衔: 董事

**FOR AND ON BEHALF OF:
GREEN BETTER LIMITED**

By:



.....
Name: Lam Sai Wai Alain

Title: Director

**FOR AND ON BEHALF OF:
CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED**

By:



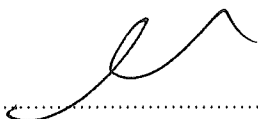
.....

Name: Yongren Chen

Title: Managing Director

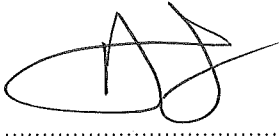
**FOR AND ON BEHALF OF:
CITIC SECURITIES (HONG KONG) LIMITED**

By:



.....
Name: Ryan Zhao
Title: Executive Director

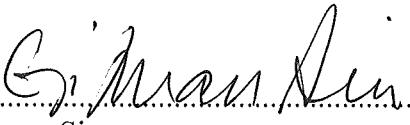
**FOR AND ON BEHALF OF:
CLSA LIMITED**

By: 

.....
Name: Heung Li
Title: Managing Director

**FOR AND ON BEHALF OF:
CCB INTERNATIONAL CAPITAL LIMITED**

By:


.....

Name: Gilman Siu

Title: Managing Director

SCHEDULE 1 INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 5,000,000 (calculated using the Hong Kong dollar to US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of the H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for the H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a *pro rata* basis to satisfy the public demands under the Hong Kong Public Offering.

Further, the Company, the Joint Sponsors and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company; (ii) the minimum public float requirement under Rule 19A.13A(2) of the Listing Rules or as otherwise approved by the Stock Exchange; (iii) the free float requirements under Rule 19A.13C of the Listing Rules; (iv) the paragraph 3.2 of Practice Note 18 to the Listing Rules; or (v) the placing guidelines under Appendix F1 of the Listing Rules.

**SCHEDULE 2
PARTICULARS OF INVESTOR**

The Investor

Place of incorporation:	BVI
Certificate of incorporation number:	1802245
Business registration number:	1802245
Business address and telephone number and contact person:	Address: #33 Xi'erqi Middle Road, Haidian District, Beijing, China Tel: (+86) 15201260818 Contact person: 王邑良
Principal activities:	Investment Holding
Ultimate controlling shareholder:	Xiaomi Corporation (1810.HK)
Place of incorporation of ultimate controlling shareholder:	Cayman Islands
Business registration number of ultimate controlling shareholder:	235812
Principal activities of ultimate controlling shareholder:	Xiaomi Corporation is a China-based investment holding company principally engaged in the research, development and sales of smartphones, Internet of things and lifestyle products, the provision of Internet services, and investment business.
Description of the Investor for insertion in the Prospectus:	Green Better Limited (“ Green Better ”) is an investment company incorporated in the British Virgin Islands. Green Better is a wholly-owned subsidiary of Xiaomi Corporation, a company listed on the Stock Exchange (stock code: 1810). Xiaomi Corporation is an investment holding company principally engaged in the research, development and sales of smartphones, Internet of things and lifestyle products, the provision of Internet services, the development, manufacturing and sales of smart electric vehicles and investment business in China and other countries or regions.

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

Cornerstone investor

Customer or client of the issuer

基石投资协议

2025年11月26日

苏州纳芯微电子股份有限公司

及

DREAM'EE (HONG KONG) OPEN-ENDED FUND COMPANY

及

中国国际金融香港证券有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

及

建银国际金融有限公司

PAUL

HASTINGS

香港

花园道1号

中银大厦22楼

电话: +852.2867.1288

www.paulhastings.com

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本协议（本「协议」）于2025年11月26日订立

订约方：

- (1) 苏州纳芯微电子股份有限公司，一家于2013年5月17日根据中国法律成立，并于2016年4月13日转制为股份有限公司的公司，其注册地址位于中国江苏省苏州工业园区东荡田巷9号，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「本公司」）；
- (2) DREAM'EE (HONG KONG) OPEN-ENDED FUND COMPANY，一家在香港注册成立的公司，其注册办事处位于香港尖沙咀柯士甸道西1號環球貿易廣場86層（「DREAM'EE (HK) OFC」），其就本协议涉及的认购投资者股份的子基金为DREAM'EE JUNE BEAST FUND；
- (3) 中国国际金融香港证券有限公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」）；
- (4) 中信證券（香港）有限公司，其注册办事处地址为香港金钟道88号太古广场一座18楼（「中信證券」）；
- (5) 中信里昂證券有限公司，其注册办事处地址为香港金钟道88号太古广场一座18楼（「中信里昂」）；及
- (6) 建银国际金融有限公司，获香港证券及期货事务监察委员会发牌进行《证券及期货条例》（香港法例第571章）项下第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）受规管活动的持牌法团（中央编号.AJO225），其主要营业地点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」）。

（中金、中信證券及建银国际为「联席保荐人」）

（中金、中信里昂及建银国际为「整体协调人」）

鉴于：

- (A) 本公司已提交申请通过全球发售（「全球发售」）使其H股（定义见下文）于联交所（定义见下文）上市（「本次上市」），有关发售包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股（可予重新分配）（「香港公开发售」）；及
 - (ii) 依据S规例（定义见下文）或另行获《证券法》（定义见下文）豁免登记规定的适用豁免在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的H股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「国际发售」）。

- (B) 中金、中信證券及建银国际担任本次上市的联席保荐人，及中金、中信里昂及建银国际担任全球发售的整体协调人及资本市场中介。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

- 1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(f)条所给予的涵义。

「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指中国及香港持牌银行通常向中国及香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及中国及香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司（「**香港结算**」）建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「《公司（清盘及杂项条文）条例》」指经不时修订、补充或以其他方式修改的《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」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「关连人士 / 核心关连人士」须据此解释。

「关联关系」具有中国证监会备案规则所给予及诠释的含义。

「《合约(第三者权利)条例》」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「控股股东」须据此解释。

「中国证监会」指中国证券监督管理委员会。

「中国证监会备案」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「中国证监会备案报告」指本公司根据中国证监会备案规则第13条于2025年4月28日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「中国证监会备案规则」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「延迟交付日期」指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第4.3条通知投资者的较晚日期。

「处置」就任何相关股份（定义见下文）而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的任何第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的该等其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有序文(A)所赋予的涵义。

「**获弥偿方**」具有第6.5条所赋予的涵义，及按文意所指，单数形式的「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有序文(A)所赋予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所赋予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H

股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「**《上市指南》**」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「**《上市规则》**」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的上市指南和其他要求。

「**禁售期**」具有第5.1条所赋予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**超额配售权**」具有国际发售通函所赋予的涵义。

「**各方**」指本协议指明的订约方；及按文意所指，「**一方**」指其中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所赋予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**监管机构**」具有第6.2(i)条所赋予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**S规例**」指《证券法》下的S规例。

「**人民币**」指人民币，为中国的法定货币。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「**证监会**」或「**香港证监会**」指香港证券及期货事务监察委员会。

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「**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》所给予的涵义。

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「**美元**」指美国的法定货币。

「**美国人士**」具有S规例所赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例

或规则；

- (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
- (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别指香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「包括」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由双方共同豁免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以豁免，且第3.1(f)条所载条件只能由本公司、联席保荐人和整体协调人共同予以豁免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、联席保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(i)并非或将不会成为美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，**但前提是：**

- (a) 投资者须促使该全资附属公司于该日向本公司、联席保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代

表该全资附属公司作出；及

- (b) 投资者 (i) 无条件及不可撤销地向本公司、联席保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及 (ii) 承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、联席保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、联席保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 本公司和整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

2.4 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同豁免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以豁免且第3.1(f)条所载条件只可由公司、联席保荐人及整体协调人豁免）为条件：

- (a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以豁免或更改），以及任何前述承销协议未被终止；
- (b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；
- (c) 联交所上市委员会已批准H股上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交

易前未被驳回、撤回、撤销或作废；

- (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及
- (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属完整、准确及真实并无遗漏且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第180天（或本公司、投资者、联席保荐人和整体协调人可能书面约定的其他日期）当日或之前未能履行或共同豁免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以豁免且第3.1(f)条所载条件只可由公司、联席保荐人及整体协调人豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、联席保荐人及/或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、联席保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、联席保荐人和整体协调人或其各自的联属人士提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或延迟交付日期，按本公司及整体协调人决定的时间及方式予以认购。

4.2 投资者须按上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或

抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期（「**延迟交付日期**」）向投资者交付全部或任何部分投资者股份，整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两(2)个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载的时间及方式就投资者股份作出支付。
- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予整体协调人的香港结算投资者账户持有人账户或香港结算股份账户。
- 4.5 在不损害第4.3条的原则下，投资者股份亦可以本公司、联席保荐人、整体协调人及投资者可能书面协定的任何其他方式进行交付，前提是投资者股份的交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人和整体协调人各自全权酌情保留终止本协议的权利，在此情况下本公司、联席保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、联席保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求或权利）。在任何情况下，投资者按除税后基准就各获弥偿方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.7 本公司、联席保荐人、整体协调人及彼等各自的联属人士因超出本公司、联席保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章、政策的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或个别），并且本公司、联席保荐人及整体协调人各自有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、联席保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、联席保荐人和整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月之日（包括该日期）内（「禁售期」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。
- 5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是在所有情况下：**
- (a) 在进行该转让之前合理期间内，该全资附属公司给予书面承诺（向本公司、联席保荐人和整体协调人作出，按令他们满意的条款和形式及以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
 - (b) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、陈述和保证；
 - (c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及个别地承担本协议订明的所有法律责任及义务；
 - (d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何不再是在投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司（「继承者」），该继承者须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款和形式向本公司、联席保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及
 - (e) 该继承者(i)并非及将不会成为美国人士；(ii)位于及将会位于美国境外；

并(iii)将会根据S规例在离岸交易中收购相关股份。

- 5.3 投资者同意及承诺，在任何时候，除非取得本公司、联席保荐人和整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会成为《上市规则》所指的该公司的核心关联人士。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、联席保荐人和/或整体协调人合理请求向本公司、联席保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引。
- 5.5 投资者不应并应促使其联属人士、联系人、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与《上市规则》（包括但不限于《上市规则》附录F1（《股本证券的配售指引》）以及《上市指南》第4.15章或香港监管机构发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

- 6.1 投资者共同及个别地向本公司、联席保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：
- (a) 本公司、联席保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；

- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性、欺骗性或遗漏；
- (d) 发售价将完全根据全球发售的条款和条件，通过本公司与整体协调人（代表其自身及代表全球发售的承销商）以其可能协定的方式厘定，且投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、联席保荐人及整体协调人可向有关政府部门（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者购买H股或以其他方式参与本协议项下的配售的信息，且投资者确认并承诺披露及提供通过其提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购，前提是投资者并无依赖且无权依赖任何由本公司法律顾问或整体协调人及全球发售的承销商的法律顾问提供的法律意见或其他建议，亦无权依赖任何由本公司、整体协调人、承销商或其各自联属人士或顾问就全球发售提供的或进行的审查、调查或其他专业建议，且已根据其认为必要或适当的程度自行寻求独立建议。本公司、整体协调人及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理人均不对认购或与投资者股份任何买卖有关的任何税务、法律、货币或其他后果承担任何责任；
- (g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (i) 本公司、联席保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)《上市规则》第19A.13A(2)条下或另外为联交所所批准的最低公众持股要求；(iii)《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)《上市规则》第18项应用指引第3.2段；或(v)《上市规则》附录F1所载的配售指引；
- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为

国际发售的一部分，本公司、联席保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；

- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行，或为任何其他司法管辖区内任何人士的账户或利益，而根据任何其他适用法律的豁免或于不受任何其他适用法律规限的交易中除外；
- (l) 其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、联席保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份的后续重新发售、转售、质押或转让是否可适用《证券法》项下的任何豁免条款作出任何声明。
- (n) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的直接或间接全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及在不影响其已签订的任何保密协议的前提下，其：**(i)**在有关信息因投资者或其任何附属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律或监管要求另行规定进行披露以外，不得向任何人士披露有关信息；**(ii)**确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及**(iii)**不会且将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易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，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其附属人士或联系人的其他证券或衍生工具的行为；
- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表

的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料，且投资者在决定是否投资投资者股份时仅可依赖国际发售通函。为免生疑问：

- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；
- (r) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、联席保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇

员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任，本公司或整体协调人对投资者由于或基于以下原因而产生的任何责任概不负责：发售价未处于公开文件所载明指示性范围，或全球发售未于拟定日期及时间内完成或根本未完成；

- (u) 联席保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司、本集团及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议、《上市规则》和任何适用法律有关其（直接或间接或其他原因）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括但不限于税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括但不限于税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、联席保荐人、整体协调人或其各自附属公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资者认购或收购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；

- (x) 其明白，投资者股份目前并无公开市场，本公司、联席保荐人、整体协调人及全球发售的承销商或其各自董事、监事（如适用）、高级管理人员、雇员、代理、顾问、代表、联系人、合伙人及联属人士或与全球发售有关的任何其他方并未就将存在投资者股份的公开或活跃市场作出担保；
- (y) 若全球发售因任何原因延迟、终止或未完成，本公司、联席保荐人、整体协调人、全球发售的承销商或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其附属公司不承担任何责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；
- (aa) 除本协议及由投资者、本公司、联席保荐人和整体协调人签订的保密协议外，投资者并无与本公司、本公司的任何股东、联席保荐人及/或整体协调人订立其他有关全球发售的协议；
- (bb) 投资者同意于上市日期前两(2)个完整营业日下午6点之前（香港时间）或根据第4.2条同意的其他日期之前，支付总投资金额及相关经纪佣金与征费；
- (cc) 交易H股须遵守适用法律（包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及
- (dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、联席保荐人和整体协调人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下所有义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构、第三方及内部管治机构的所有必要同意、批准及授权）；

- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「批准」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、联席保荐人和整体协调人；
- (g) 投资者应在收到请求后，尽快且在法律允许的范围内，向本公司、整体协调人及其各自的联属人士提供证券交易所及其他政府机构（包括但不限于政府、公共、货币或监管部门或机构或证券交易所）可能要求的信息。
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及完成本协议拟议的交易将不会违反或导致投资者违反：(i)投资者各自的组织章程大纲及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购或收购（如适用）投资者股份可能以其他方式适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括但不限于按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「监管机构」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、联席保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其实益拥有人和联系人与本公司及其任何股东之间的任何关连关系（统称为「投资者相关信息」）。投资者进一步授权本公司、联席保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据《上市规则》或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关

信息及有关其项下交易的所有信息及 / 或于任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括但不限于完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或其是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的所有联席保荐人或整体协调人的客户；
- (l) 除非适用法律另有豁免规定，若建银国际向投资者推销或推荐任何金融产品，该金融产品必须考虑到投资者的财务状况、投资经验及投资目标，对投资者而言具有合理适宜性。本协议的任何其他条文或建银国际可能要求投资者签署的任何其他文件，以及建银国际可能要求投资者作出的任何陈述，均不得违反本段规定。就本段而言，「金融产品」指《证券及期货条例》所定义的任何证券、期货合约或杠杆式外汇合约，而「杠杆式外汇合约」指由根据《证券及期货条例》获发第3类受规管活动牌照的人士进行交易的合约。
- (m) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；
- (n) 其于S规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；
- (o) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (p) 投资者及其实益拥有人及 / 或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其附属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会构成「关连交易」（定义见《上市规则》）或导致投资者及其实益拥有人成为本公司及 / 或整体协调人关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协议项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、单一最大股东集团、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投

票或以其他方式处置本公司证券的任何指令；(vi)与本公司或其任何股东，除以书面形式向本公司、联席保荐人和整体协调人披露者外，并无任何关联关系；及(vii)不属于《上市规则》附录F1(《股本证券的配售指引》)第1C段所述人士类别；

- (q) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (r) 投资者、其实益拥有人及 / 或联系人以及投资者代表其购买投资者股份的人士（若有）及 / 或其联系人均非联席保荐人、整体协调人、账簿管理人、全球发售的牵头经办人、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」且不属于《上市规则》附录F1（《股本证券的配售指引》）所述的任何类别人士。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (t) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；
- (u) 除先前以书面形式通知联席保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」及「非证监会认可基金」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；
- (v) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其附属人士订立或经本公司事先书面同意则除外；
- (w) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、联席保荐人及 / 或整体协调人违反该等条文的行为；
- (x) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于《上市规则》规定的百分比或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及 / 或联系人(a)依据本协议认购投资者股份时

并未获得本公司、其联系人、关连人士、任何联席保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资及**(b)**将认购或购买或参与认购或购买全球发售项下的H股（不包括认购本协议项下投资者股份），除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；除先前向本公司、联席保荐人和整体协调人披露者外，投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；

- (z) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其单一最大股东集团或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订任何不符合《上市规则》（包括《上市指南》第4.15章）的协议或安排，包括任何附函；
- (aa) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单或不会申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单，除非该等行动已向公司、联席保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；
- (bb) 除本协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；及
- (cc) 除先前以书面形式向本公司、联席保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、联席保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、联席保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性且无遗漏。在不损害第6.1(b)条条文的前提下，若在本公司、联席保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、联席保荐人及/或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及/或本公司、联席保荐人和/或整体协调人合理要求的其他事宜的信息及/或证明文件，以确保其遵守适用法律及/或公司或证券登记规定及/或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性且无遗漏，并且其将于该说明发生任何变化时立即

作出书面通知，并向本公司、联席保荐人和整体协调人提供意见和更新信息及/或证明文件。

- 6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、联席保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、联席保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有损害、成本、收费、亏损或开支（「**亏损**」）以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
 - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；
 - (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
 - (d) 本公司及其单一最大股东集团、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不

符合《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及

- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.7条予以终止；
- (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于国际发售交割或（如适用）延迟交付日期或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或联席保荐人和整体协调人任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得对任何其他方提出任何申索，但不损害其于有关终止时或之前就本协议所载条款针对该等其他方的累计权利或责任。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他各方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及/或本公司、联席保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、联席保荐人及/或整体协调人或代表本公司、联席保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

- (b) 各方的法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按严格需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及
- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管有关政府部门的規定被要求作出。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、联席保荐人和整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、联席保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、联席保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即就准备第8.1条提及的须作出的任何披露提供所有合理要求的协助（包括提供本公司、联席保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人和/或整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的格式发送至以下地址或电邮地址（如适用）：

若发送至本公司，则发送至：

地址：江苏省苏州工业园区东荡田巷9号
邮件：projectnova@novosns.com

收件人： Nova 项目组

若发送至投资者，则发送至：

地址： 香港尖沙咀柯士甸道西1號環球貿易廣場86層
邮件： runze.gan@dreameefund.com
收件人： 干润泽

若发送至中金，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
邮件： IB_Project_Nova2025@cicc.com.cn
收件人： Project Nova小组

若发送至中信證券或中信里昂，则发送至：

地址： 香港金钟道88号太古广场一座18楼
邮件： projectnova2025@clsa.com
收件人： Project Nova小组

若发送至建银国际，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
邮件： project_nova_2025@ccbintl.com
收件人： Project Nova小组

- 9.2 本协议下的任何通知须以专人递送、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议所规定的各联席保荐人及整体协调人的义务为个别承担（而非共同或共同及个别承担）。联席保荐人或整体协调人毋须对其他联席保荐人或整体协调人未能履行本协议项下各自义务的行为承担责任，且此类违约行为不会影响其他联席保荐人或整体协调人依据本协议条款行使权利。尽管有上述规定，各联席保荐人及整体协调人均有权单独或与其他联席保荐人或整体协调

人共同行使本协议项下任何或所有权利，但须符合适用法律的规定。

- 10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、联席保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将以英文或中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；但就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议各方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议各方一般强制执行及依赖第6.5条。
- (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各联席保荐人和整体协调人均有权及特此获授权（正式事先发送给本公司）任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。即便有此转授，该联席保荐人或整体协调人仍须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解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权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的声明及保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、联席保荐人和整体协调人有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将订立及执行并促使订立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「争议」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心（「香港国际仲裁中心」）机构仲裁规则》提交仲裁并由香港国际仲裁中心所管理的仲裁最终解决。仲裁地须为香港。将有三位仲裁员及仲裁程序中使用语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 副本

- 13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

For and on behalf of
为及代表

Suzhou Novosense Microelectronics Co., Ltd.
苏州纳芯微电子股份有限公司



Name: Wang Shengyang
姓名: 王升杨

Title: Director
职衔: 董事

为及代表:

Dream'ee (Hong Kong) Open-ended Fund Company

For and on behalf of
DREAM'EE (HONG KONG) OPEN-ENDED FUND COMPANY

签署人:



.....
Authorized Signature(s)

姓名: 丁盡瓊

职衔: 執行董事

为及代表:

中国国际金融香港证券有限公司

签署人:



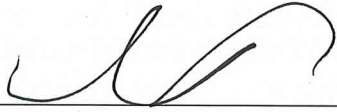
姓名: 陈永仁

职衔: 董事总经理

为及代表:

中信證券(香港)有限公司

簽署人:




姓名: 趙龍

職銜: 執行董事

为及代表：

中信里昂證券有限公司

簽署人：

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right. Below the signature is a solid horizontal line.

姓名：李响

职衔：董事总经理

为及代表:

建银国际金融有限公司

签署人:



姓名: 萧文远

职衔: 董事总经理

附表一 投资者股份

投资者股份数目

投资者股份数目应等于(1)38,929,474港元（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近100股H股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。

此外，本公司、联席保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)《上市规则》第19A.13A(2)条下或另外为联交所所批准的最低公众持股要求；(iii)《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)《上市规则》第18项应用指引第3.2段；或(v)《上市规则》附录F1所载的配售指引。

附表二 投资者详情

投资者

注册成立地:	香港
注册证书编号:	78639960
商业登记号码:	78639960-000-08-25-2
法人识别编号 (LEI) :	N/A
商业地址及电话号码及联络人:	香港尖沙咀柯士甸道西1號 環球貿易廣場86層8608E 电话: +852 36517170; 联络人: 干润泽
主要业务:	資產管理
最终控股股东:	Dream'ee (Hong Kong) Capital Limited
最终控股股东的注册地:	香港
最终控股股东的商业登记号码及法人识别编号 (LEI) :	76213764
最终控股股东的主要业务:	資產管理
股东及持有之权益:	100%管理股

投资者在招股章程中的描述:

Dream'ee (Hong Kong) Open-ended Fund Company (「**Dream'ee HK Fund**」) 為一家於2025年8月在香港註冊成立的私人開放型基金公司，作為受證券及期貨條例規管的傘型基金，主要從事基石投資。Dream'ee HK Fund的投資經理為君宜(香港)資本有限公司，該公司為一家於2024年2月在香港註冊成立的有限公司，由蘭坤全資擁有，並獲證監會發牌於香港進行第9類(資產管理)受規管活動。除持有約32.6%的和而泰智能控制國際有限公司(由深圳和而泰智能控制股份有限公司全資擁有，該公司為深圳證券交易所上市公司，股票代碼：002402)外，概無投資者持有將參與全球發售的Dream'ee HK Fund子基金30%或以上權益。

相关投资者类别(联交所FINI承销商名单模板所述或由FINI界面要求披露):

基石投资者
非证监会认可基金

November 26, 2025

Suzhou Novosense Microelectronics Co., Ltd.
(蘇州納芯微電子股份有限公司)

China International Capital Corporation Hong Kong Securities Limited

CITIC Securities (Hong Kong) Limited

CCB International Capital Limited

CLSA Limited

and

THE HONG KONG UNDERWRITERS
(named in Schedule 1)

HONG KONG UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of H Shares of
nominal value of RMB1.00 each in
Suzhou Novosense Microelectronics Co., Ltd.
(蘇州納芯微電子股份有限公司)

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THIS AGREEMENT is made on November 26, 2025

BETWEEN:

- (1) **SUZHOU NOVOSENSE MICROELECTRONICS CO., LTD.** (蘇州納芯微電子股份有限公司), a company established under the laws of the PRC on May 17, 2013 and converted into a joint stock company with limited liability on April 13, 2016, whose registered office is at No.9, Dongdangtian Alley, Suzhou Industrial Park, Jiangsu Province, China (the “Company”);
- (2) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, whose registered office is at 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong and a licensed corporation (CE number: AEN894) holding a licence for Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (“CICC”);
- (3) **CITIC SECURITIES (HONG KONG) LIMITED**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong and a licensed corporation (CE number: AAK249) holding a licence for Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (“CITICS”);
- (4) **CCB INTERNATIONAL CAPITAL LIMITED**, whose registered office is at 12/F., CCB Tower, 3 Connaught Road Central, Central, Hong Kong and a licensed corporation (CE number: AJO225) holding a licence for Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (“CCBI”);
- (5) **CLSA LIMITED**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong and a licensed corporation (CE number: AAB893) holding a licence for Type 1 (dealing in securities), Type 4 (advising on securities) and Type 7 (providing automated trading services) regulated activities under the Securities and Futures Ordinance (“CLSA”); and
- (6) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the “Hong Kong Underwriters”).

RECITALS:

- (A) The Company is a company established under the laws of the PRC on May 17, 2013 and converted into a joint stock company with limited liability on April 13, 2016, and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on May 9, 2025. As of the date hereof, the Company has an issued share capital of 142,528,433 A Shares (including 118,216 A Shares as treasury Shares) with a nominal value of RMB1.00 each, all of which are listed on the STAR Market of the Shanghai Stock Exchange.
- (B) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering, and, concurrently, the Company will offer and sell H Shares outside the United States to institutional and professional investors and other investors expected to have a sizeable demand for the H Shares in the International Offering.
- (C) CICC, CITICS and CCBI have been appointed as the Joint Sponsors, while CICC, CLSA and CCBI have been appointed as the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers in connection with the Global Offering.

- (D) The Joint Sponsors have made an application on behalf of the Company to the Stock Exchange for the listing on the Main Board of, and permission to deal in the H Shares on the Main Board.
- (E) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (F) The Company has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favor of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.
- (G) The Company has appointed Computershare Hong Kong Investor Services Limited to act as the H Share Registrar.
- (H) The Company has appointed Industrial and Commercial Bank of China (Asia) Limited and China CITIC Bank International Limited as the Receiving Banks for the Hong Kong Public Offering and ICBC (Asia) Nominee Limited and The Ka Wah Bank (Nominees) Limited as the Nominees to hold the application monies under the Hong Kong Public Offering.
- (I) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on October 17, 2025, authorizing the Company to proceed with the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.
- (J) The Company, the Joint Sponsors, the Overall Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (K) The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), at their sole and absolute discretion, to require the Company to allot and issue up to an aggregate of 2,860,200 additional H Shares, representing not more than 15.0% of the total number of Offer Shares initially available under the Global Offering, at the Offer Price under the International Offering to cover over-allocations (if any) in the International Offering, subject to and on the terms of the International Underwriting Agreement.
- (L) At a meeting of the Board held on November 18, 2025 (the “**Long Board Resolutions**”), resolutions were passed pursuant to which, *inter alia*, the Board has approved, and each person who is an Authorized Signatory (as defined in the Long Board Resolutions) was authorized 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 **Introduction:** Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following words and expressions shall have the respective meanings set out below:

“**A Share(s)**” means ordinary share(s) issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the STAR Market of the Shanghai Stock Exchange;

“**Acceptance Date**” means December 3, 2025, being the date on which the Application Lists close in accordance with Clause 4.4;

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

“**Admission**” means the grant or agreement to grant by the Listing Committee of the Stock Exchange of the listing on the Main Board of, and permission to deal on the Main Board in the H Shares (including any additional H Shares to be issued pursuant to the exercise, whether fully or partially, of the Over-allotment Option; and any additional Shares to be issued pursuant to the Restricted Share Incentive Plans);

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

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

“**AFRC Transaction Levy**” means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the AFRC;

“**Announcement Date**” means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be December 5, 2025;

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

“**Application Proof**” means the application proofs of the Prospectus posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on April 25, 2025 and October 27, 2025;

“**Approvals and Filings**” means all approvals, sanctions, consents, permissions, certificates, authorizations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations and franchises from any person, and filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong and the PRC;

“**Articles of Association**” means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

“**Associate**” or “**Close Associate**” has the meaning given to it in the Listing Rules;

“**Authority**” means any administrative, governmental, legislative 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, including, without limitation, the CSRC, the Stock Exchange and the SFC;

“**Board**” means the board of directors of the Company;

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

“**Business Day**” means any day (other than a Saturday, Sunday or public holiday in Hong Kong) on which banks in Hong Kong are open for general banking business and on which the Stock Exchange is open for business of dealing in securities;

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

“**CMI Engagement Letters**” means the respective engagement letters in respect of the Global Offering entered into between the respective CMIs and the Company;

“**CMIs**” means CICC, CLSA, CCBI, ABCI Capital Limited, ABCI Securities Company Limited, Soochow Securities International Brokerage Limited, Zheshang International Financial Holdings Co., Limited, Orient Securities (Hong Kong) Limited, Beta International Securities Limited and I Win Securities Limited;

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

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

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

“**Company’s HK & US Counsel**” means Paul Hastings (Hong Kong) LLP, being the Company’s legal advisers as to Hong Kong laws and US laws, of 22/F, Bank of China Tower, 1 Garden Road, Hong Kong;

“**Company’s PRC Counsel**” means Jia Yuan Law Offices, being the Company’s legal advisers as to PRC laws, of F408 Ocean Plaza, 158 Fuxing Men Nei Street, Xicheng District, Beijing, PRC;

“**Company’s Hong Kong Local Counsel**” means Jia Yuan Law Office, being the Company’s legal advisers as to Hong Kong laws, of Suites 3502-3503, 35/F, One Exchange Square, 8 Connaught Place, Hong Kong;

“**Compliance Adviser**” means Somerley Capital Limited;

“**Compliance Adviser Agreement**” means the agreement entered into between the Company and the Compliance Adviser on April 14, 2025, appointing the Compliance Adviser to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

“**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;

“**Connected Person**” or **Core Connected Person**” has the meaning given to it in the Listing Rules;

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

“**Cornerstone Investment Agreements**” means the cornerstone investment agreements entered into between, *inter alia*, the Company and the cornerstone investors as described in the Prospectus;

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

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

“**CSRC Filing Report**” means the filing report of the Company in relation to the Global Offering, submitted to the CSRC on April 28, 2025 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

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

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

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

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

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

“**Disputes**” has the meaning ascribed to it in Clause 16.2;

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

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

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

“**FINI Agreement**” means the FINI agreement dated November 13, 2025 and entered into between the Company and HKSCC;

“**Formal Notice**” means the press announcement substantially in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, as amended, supplemented or otherwise modified from time to time;

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

“**Group**” means the Company and its Subsidiaries from time to time;

“**Group Company**” means a member of the Group;

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

“**H Share Registrar**” means Computershare Hong Kong Investor Services Limited, the Hong Kong share registrar of the Company and transfer agent for the H Shares;

“**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 the 1,906,900 new H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.7, 4.11 and 4.12;

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

“**Hong Kong Public Offering Applications**” means applications to subscribe for Hong Kong Offer Shares made online through the White Form eIPO Service or through HKSCC EIPO service to electronically cause HKSCC Nominee Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, Hong Kong Underwriter’s Applications;

“**Hong Kong Public Offering Documents**” means the Prospectus and the Formal Notice;

“**Hong Kong Underwriters**” means the underwriters whose names and addresses are set out in Schedule 1;

“**Hong Kong Underwriting Commitment**” means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.7, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 1;

“Hong Kong 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 Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“Incentive Fee” has the meaning ascribed to it in Clause 7.2;

“Indemnified Parties” means (i) the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, 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 3.8; (iii) their respective representatives, partners, directors, officers, supervisors, shareholders, employees, agents and advisers; (iv) all representatives, partners, directors, officers, supervisors, shareholders, employees and agents of their respective subsidiaries, head offices and branches, associates and affiliates; and (v) the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any of them;

“Indemnifying Party” means the Company;

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

“Internal Control Consultant” means KPMG Advisory (China) Limited, the internal control consultant to the Company;

“International Offer Shares” means the 17,161,500 H Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to adjustment and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional H Shares to be issued pursuant to the exercise of the Over-allotment Option;

“International Offering” means the conditional placing by the International Underwriters, for and on behalf of the Company, 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, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Offering Circular;

“International Offering Purchasing Commitment” means, in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to procure placees, or failing which itself as principal to purchase, pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Over-allotment Option;

“International Underwriters” means the underwriters of the International Offering named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering expected to be entered into between, among others, the Company, the Joint Sponsors, the Overall Coordinators and the International Underwriters on or around the Price Determination Date;

“Investor Presentation Materials” means all information, materials and documents used, issued, given or presented in any of the investor presentations, roadshow presentations and/or

non-deal roadshow presentations conducted by, for or on behalf of the Company in connection with the Global Offering;

“Joint Bookrunners” means CICC, CLSA, CCBI, ABCI Capital Limited, Soochow Securities International Brokerage Limited, Zheshang International Financial Holdings Co., Limited, Orient Securities (Hong Kong) Limited, Beta International Securities Limited and I Win Securities Limited, being the joint bookrunners to the Global Offering;

“Joint Global Coordinators” means CICC, CLSA and CCBI, being the joint global coordinators to the Global Offering;

“Joint Lead Managers” means CICC, CLSA, CCBI, ABCI Securities Company Limited, Soochow Securities International Brokerage Limited, Zheshang International Financial Holdings Co., Limited, Orient Securities (Hong Kong) Limited, Beta International Securities Limited and I Win Securities Limited, being the joint lead managers to the Global Offering;

“Joint Sponsors” means CICC, CITICS and CCBI, being the Joint Sponsors to the Global Offering;

“Laws” means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court, government, law enforcement agency, governmental or regulatory authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions (including, without limitation, Hong Kong and the PRC) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding up and Miscellaneous Provisions) Ordinance, and the CSRC Rules);

“Legal Advisers” means Paul Hastings (Hong Kong) LLP (in its capacity as both (i) Company’s HK & US Counsel and (ii) Trade Compliance Consultant), Jia Yuan Law Offices, Norton Rose Fulbright Hong Kong, Tian Yuan Law Firm and Jia Yuan Law Office;

“Listing Committee” means the listing committee of the Stock Exchange;

“Listing Date” means the first day on which the H Shares commence trading on the Main Board of the Stock Exchange, which is expected to be on December 8, 2025;

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the listing decisions, guidance, guidelines and other requirements of the Stock Exchange;

“Losses” has the meaning ascribed to it in Clause 9.1;

“Main Board” means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with GEM of the Stock Exchange;

“Material Adverse Effect” means a material adverse effect or any development involving a prospective material adverse effect, on the profits, losses, results of operations, assets, liabilities, general affairs, business, management, performance, prospects, shareholders’ equity, position or condition (financial, trading or otherwise) of the Group, taken as a whole;

“Money Settlement Failure” means a notification by HKSCC to any of the Joint Sponsors or the Overall Coordinators that any Hong Kong Offer Share(s) shall be reallocated from the Hong Kong Public Offering to the International Offering due to a money settlement failure as described in the section headed “How to Apply for Hong Kong Offer Shares – C. Circumstances

in Which You Will Not Be Allocated Hong Kong Offer Shares – 5. If there is money settlement failure for allotted H Shares” in the Prospectus;

“**Nominees**” means ICBC (Asia) Nominee Limited and The Ka Wah Bank (Nominees) Limited, in whose names the application moneys are to be held by the Receiving Banks under the Receiving Banks Agreement;

“**Offer Price**” means the final price per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased pursuant to the Global Offering, to be determined in accordance with Clause 2.6 and recorded in the Price Determination Agreement;

“**Offer Shares**” means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering, together with any additional H Shares to be issued pursuant to the Over-allotment Option;

“**Offering Circular**” means the final offering circular to be issued by the Company in connection with the International Offering;

“**Offering Documents**” means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and any other announcement, document, materials, communications or information made, issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Overall Coordinators or any of the Underwriters;

“**Operative Documents**” means the Price Determination Agreement, the Receiving Banks Agreement, the Registrar’s Agreement, the Cornerstone Investment Agreements and the FINI Agreement, or any relevant one or more of them as the context requires;

“**Overall Coordinators**” means CICC, CLSA and CCBI, being the overall coordinators to the Global Offering;

“**Over-allotment Option**” means the option to be granted by the Company to the International Underwriters and exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue the Over-allotment Option Shares at the Offer Price to cover over-allocations in the International Offering (if any), on and subject to the terms of the International Underwriting Agreement;

“**Over-allotment Option Shares**” means up to 2,860,200 additional H Shares which the Company may be required to allot and issue upon the exercise of the Over-allotment Option;

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

“**PHIP**” means the post hearing information pack of the Company posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on November 18, 2025, as amended or supplemented by any amendment or supplement thereto;

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

“Preliminary Offering Circular” means the preliminary offering circular dated November 28, 2025 to be issued by the Company in connection with the International Offering for distribution to potential places of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

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

“Price Determination Date” means the date on which the Offer Price is fixed in accordance with Clause 2.6;

“Proceedings” means all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings (including, without limitation, any investigation or inquiry by or before any Authority);

“Prospectus” means the prospectus to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

“Prospectus Date” means the date of issue of the Prospectus, which is expected to be on or about November 28, 2025;

“Receiving Banks” means Industrial and Commercial Bank of China (Asia) Limited and China CITIC Bank International Limited, the receiving banks appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Banks Agreement;

“Receiving Banks Agreement” means the agreement dated November 26, 2025 entered into between the Company, the Receiving Banks, the Nominees, the Joint Sponsors, the Overall Coordinators and the H Share Registrar for the appointment of the Receiving Banks and the Nominees in connection with the Hong Kong Public Offering;

“Registrar’s Agreement” means the agreement dated April 22, 2025 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

“Relevant Jurisdictions” has the meaning ascribed to it in Clause 11.1;

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

“Reporting Accountants” means KPMG, Certified Public Accountants and Public Interest Entity Auditor registered in accordance with the Accounting and Financial Reporting Council Ordinance;

“Restricted Share Incentive Plans” means the 2022 Restricted Share Incentive Plan and the 2023 Restricted Share Incentive Plan, as defined in the Prospectus;

“Securities Act” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

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

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

“**SFC 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;

“**Shares**” means the ordinary shares in the issued share capital of the Company with a nominal value of RMB1.00 each, comprising A Shares and H Shares;

“**Single Largest Shareholder Group**” means, unless the context requires otherwise, the individual(s) and/ or entity/ entities comprising the single largest shareholder group as referred to in the Prospectus;

“**Sponsor-OCs**” means CICC, CLSA and CCBI, being the sponsor-overall coordinators to the Global Offering;

“**Sponsor and Sponsor-OCs Engagement Letter**” means the engagement letter in respect of the Global Offering entered into between each of CICC, CITICS, CLSA and CCBI (as applicable) as a Joint Sponsor, a Sponsor-OCs and an Overall Coordinator and the Company;

“**Stabilizing Manager**” has the meaning ascribed to it in Clause 6.1;

“**STAR Market of the Shanghai Stock Exchange**” means the Science and Technology Innovation Board of the Shanghai Stock Exchange (上海證券交易所科創版);

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

“**Subsidiaries**” means the companies named in the Prospectus as subsidiaries of the Company, and “**Subsidiary**” means any one of them;

“**Supplemental Offering Materials**” means any “written communication” (within the meaning of the Securities Act) prepared by, for 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 Offering Documents or amendments or supplements thereto, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such a written communication;

“**Taxation**” or “**Taxes**” means all forms of taxation whenever created, imposed or arising and whether of Hong Kong and the PRC or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC and or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, 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, which shall, for the purpose of this Agreement, only include taxes imposed on the Company by a taxing jurisdiction arising out of payment of any fees pursuant to this Agreement;

“**Time of Sale**” the time when sales of the International Offer Shares were first made;

“**Trade Compliance Consultant**” means Paul Hastings (Hong Kong) LLP, legal adviser to the Company as to U.S. export controls, U.S. investment restrictions and China-U.S. trade policies;

“**Trading Fee**” means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

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

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

“**Underwriters’ HK & US Counsel**” means Norton Rose Fulbright Hong Kong, being the Underwriters’ legal advisers on Hong Kong and US law, of 38/F Jardine House, 1 Connaught Place, Central, Hong Kong;

“**Underwriters’ Information**” has the meaning ascribed to it in Clause 9.2.2;

“**Underwriters’ PRC Counsel**” means Tian Yuan Law Firm, being the Underwriters’ legal advisers on PRC law, of Suite 509, Tower A, Corporate Square, 35 Financial Street, Xicheng District, Beijing, PRC;

“**Underwriting Commission**” has the meaning ascribed to it in Clause 7.1;

“**United Kingdom**” means the United Kingdom of Great Britain and Northern Ireland;

“**Unsubscribed Shares**” has the meaning ascribed to it in Clause 4.6;

“**U.S.**” and “**United States**” means the United States of America;

“**Verification Notes**” means the verification notes relating to the Prospectus and the verification notes relating to the CSRC Filing Report, copies of which have been signed and approved by, among others, the Directors, and delivered or will be delivered to the Joint Sponsors and the Overall Coordinators;

“**Warranties**” means the representations, warranties and undertakings given by the Company as set out in Schedule 2;

“**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 Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the Prospectus; and

“**White Form eIPO Service Provider**” means Computershare Hong Kong Investor Services Limited of Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong.

1.2 **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.

1.3 **References:** Except where the context otherwise requires, references in this Agreement to:

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

- 1.3.2 knowledge, information, belief or awareness or similar terms of any person shall be treated as including but not limited to any knowledge, information, belief and awareness which the person would have had if such person had made due, diligent and careful enquiries;
- 1.3.3 a “**company**” shall include any company, corporation or other body corporate, whenever and however incorporated or established;
- 1.3.4 a “**person**” shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);
- 1.3.5 a “**subsidiary**” or a “**holding company**” are to the same as defined in section 15 and 13 of the Companies Ordinance;
- 1.3.6 “**Clauses**”, “**Paragraphs**”, “**Recitals**” and “**Schedules**” are to clauses and paragraphs of and recitals and schedules to this Agreement;
- 1.3.7 “**parties**” are to the parties to this Agreement;
- 1.3.8 the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereinafter**” and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
- 1.3.9 the terms “**or**”, “**including**” and “**and**” are not exclusive;
- 1.3.10 the terms “**purchase**” and “**purchaser**”, when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms “**sell**” and “**sale**”, when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the Shares by the Company;
- 1.3.11 a document being “**in the agreed form**” are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) with such alternatives as may be agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) but such documents in agreed form do not form part of this Agreement;
- 1.3.12 a “**certified copy**” means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;
- 1.3.13 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form;
- 1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and
- 1.3.15 any reference to “**right(s)**”, “**duty(ies)**”, “**power(s)**”, “**authority(ies)**” and “**discretion(s)**” of the Joint Sponsors or the Overall Coordinators shall only be exercised when the Joint Sponsors or the Overall Coordinators (as the case may be) unanimously elect to do so, respectively.
- 1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

- 1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.

2 CONDITIONS

- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):

- 2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving 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 Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree, respectively;
- 2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus on the Business Day immediately before the Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance on the Business Day immediately before the Prospectus Date;
- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the 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 Underwriters)) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by the Stock Exchange in relation to the Listing) prior to the commencement of trading of the H Shares on the Main Board;
- 2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the 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 Underwriters)) may agree in writing);
- 2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) , on the Price Determination Date (or such later date as may be agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)) in accordance with Clause 2.6 and such agreement not subsequently having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on the Price Determination Date and such agreement not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
 - 2.1.7 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
 - 2.1.8 the Warranties being true, accurate, not misleading and not having been breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);
 - 2.1.9 the Company having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;
 - 2.1.10 all of the waivers as stated in the Prospectus to be granted by the Stock Exchange having been granted and are not otherwise revoked, withdrawn, amended or invalidated; and
 - 2.1.11 all of the Approvals and Filings in connection with the application for listing of the H Shares and the Global Offering granted by the relevant Authorities having been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.
- 2.2 **Procure fulfilment:** The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to use its best endeavors to fulfil or procure the fulfilment of the Conditions (provided that nothing in this Clause 2.2 shall require the Company to procure the fulfilment of such Conditions to be performed or satisfied by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters), on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be reasonably required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall have the right, in their sole and absolute discretion, on or before the respective latest times on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the 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 30th day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Joint Sponsors and Overall Coordinators to the Company and the other parties to this Agreement and the relevant Authorities 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, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition, and any such waiver or modification shall be notified by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to the Company as soon as practicable after such waiver or modification is made.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.
- 2.5 **No waiver in certain circumstances:** The Joint Sponsors', the Sponsor-OCs', the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/ supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.
- 2.6 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) reach agreement on the Offer Price, which is expected to be agreed on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 12:00 noon on the Price Determination Date, and no extension is granted by the Joint Sponsors and Overall Coordinators pursuant to Clause 2.3, then the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Joint Sponsors and the Overall Coordinators) hereby authorizes the Overall Coordinators to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinators may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.
- 2.7 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the International Offering, and with the prior written consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange (www.hkexnews.hk) and on the website of the Company (www.novosns.com) notices of the reduction. Upon issue of such a notice, the revised indicative Offer Price range and/or number

of Offer Shares will be final and conclusive, and the Offer Price, if agreed upon by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Company, will be fixed within such revised range. 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 Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction. The Global Offering must first be cancelled and subsequently relaunched on FINI pursuant to the supplemental prospectus.

3 APPOINTMENTS

- 3.1 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CITICS and CCBI as the Joint Sponsors of the Company in relation to its application for Admission, and the Joint Sponsors, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Sponsors hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OCs Engagement Letter, which shall continue to be in full force and effect.
- 3.2 **Sponsor-OCs and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CLSA and CCBI as the sponsor-overall coordinators, and CICC, CLSA and CCBI as the overall coordinators in connection with the Global Offering, and each of the Sponsor-OCs and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sponsor-OCs and the Overall Coordinators hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OCs Engagement Letter, which shall continue to be in full force and effect.
- 3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CLSA and CCBI as the joint global coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CLSA, CCBI, ABCI Capital Limited, Soochow Securities International Brokerage Limited, Zheshang International Financial Holdings Co., Limited, Orient Securities (Hong Kong) Limited, Beta International Securities Limited and I Win Securities Limited as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CLSA, CCBI, ABCI Securities Company Limited, Soochow Securities International Brokerage Limited, Zheshang International Financial Holdings Co., Limited, Orient Securities (Hong Kong) Limited, Beta International Securities Limited and I Win Securities Limited as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CLSA, CCBI, ABCI Capital Limited, ABCI Securities Company Limited, Soochow Securities International Brokerage Limited, Zheshang International Financial Holdings Co., Limited, Orient Securities (Hong Kong) Limited, Beta International Securities Limited and I Win Securities Limited as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.
- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of any of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.
- 3.9 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be) in relation to the Global Offering and the application for Admission, and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.
- 3.10 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. As between the Company and the relevant Hong Kong Underwriter, the relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements. The Company does not owe any duty or obligations to any of the sub-underwriters so appointed and none of the Warranties is for the benefit of such sub-underwriter. None of the sub-underwriters is allowed to further sub-

underwrite their respective underwriting commitments without the prior written consent of the Company.

- 3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Company 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 Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and their respective delegates under Clause 3.8 or any other Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties that the Company is solely responsible in this regard):

3.11.1 any of the matters referred in Clauses 9.2.1 to 9.2.3; and

3.11.2 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

Notwithstanding anything contained in Clause 9, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss incurred or suffered or made as a result of or in connection with any of the foregoing matters.

- 3.12 **No fiduciary relationship:** The Company acknowledges and agrees that (i) the Joint Sponsors, in their roles as such, are acting solely as sponsors in connection with the listing of the H Shares on the Main Board of the Stock Exchange, (ii) the Sponsor-OCs, in their role as such, are acting solely as sponsor-overall coordinators of the Global Offering, (iii) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, (iv) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (v) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

The Company further acknowledges that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Company entered into on an arm's length basis, and in no event do the parties intend that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the Company, its Directors, supervisors, management, shareholders or creditors or any other person in connection with any activity that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange, either before or after the date hereof. The Company further acknowledges and agrees that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs is acting in the capacity of a sponsor, a sponsor-overall coordinator, an overall coordinator and a capital market intermediary, respectively, subject to the Code of Conduct, and therefore the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Capital Market Intermediaries only owe certain regulatory duties to the Stock Exchange, the SFC and the CSRC but not to any other party including the Company.

The Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters hereby expressly disclaim any fiduciary or advisory or similar obligations to the Company, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Company on other matters), and the Company hereby confirms its/his/her understanding and agreement to that effect. The Company, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, to the Company regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Company.

The Company, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent or advisor or fiduciary of any of the Group or the Company (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof), and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Company with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Company on other matters).

The Company further acknowledges and agrees that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are not advising the Company, its directors, supervisors, management, shareholders or creditors or any other person (to the extent applicable) as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as Joint Sponsors in connection with the proposed listing of the Company) in any jurisdiction. The Company shall consult with its/his/her own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions

contemplated by this Agreement, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, their respective Affiliates and their and their respective Affiliates' respective directors, supervisors, officers and employees shall have any responsibility or liability to the Company with respect thereto. Any review by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the Main Board of the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and shall not be on behalf of the Company.

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

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

3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal and any stabilizing activities conducted in accordance with Clause 6.1) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

3.14 **Advice to the Company:** The Company hereby confirms and acknowledges that as of the date of this Agreement, each of the Overall Coordinators has:

3.14.1 engaged the Company at various stages to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;

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

- 3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- 3.14.4 advised the Company on the information that should be provided to the 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;
- 3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMI's;
- 3.14.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the Joint Sponsors and the Underwriters that they have met or will meet these responsibilities; and
- 3.14.7 where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company, the Joint Sponsors shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange at www.hkexnews.hk and the official website of the Company at www.novosns.com on the days specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)). The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Company at www.novosns.com and the official website of the Stock Exchange at www.hkexnews.hk.
- 4.2 **Receiving Banks and Nominees:** The Company has appointed the Receiving Banks to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominees to hold the application monies received by the Receiving Banks under the Hong Kong Public Offering and any interest accruing thereon, in each case upon and subject to the terms and the conditions contained in the Receiving Banks Agreement. The Company shall use its best endeavors to procure (i) each of the Receiving Banks and the Nominees to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominees to undertake to hold and deal with such application monies and the interests accrued thereon upon and subject to the terms and conditions contained in the Receiving Banks Agreement.
- 4.3 **Share Registrar and White Form eIPO Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the White Form eIPO Service upon and subject to the terms and conditions of the Registrar's Agreement. The Company undertakes with Joint

Sponsors, the Overall Coordinators and the Hong Kong Underwriters to use its best endeavors to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a No. 8 typhoon warning signal or above, “extreme conditions” caused by a super typhoon as announced by the Government of the Hong Kong and/ or a black rainstorm warning signal (collectively, “**Severe Weather Signals**”) 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 Severe Weather Signal remains in force 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 Joint Sponsors and 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, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application.

The Company shall, and shall use its best endeavors to procure the Receiving Banks and the H Share Registrar to, 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 Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may reasonably require for the purposes of determining, *inter alia*:

- 4.5.1 in the event of an 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 an Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and
- 4.5.3 the 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 (an “**Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong 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 Under-Subscription (the “**Unsubscribed Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application), provided that:

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

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsubscribed 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 Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable;
- C is the Hong Kong 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 2.7, 4.10 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

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

None of the Overall Coordinators or 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 Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering

Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 4.

4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the Joint Sponsors and 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 Unsubscribed Shares:** In the event of an Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Banks and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed 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 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; and

4.9.2 pay, or procure to be paid, to the Nominees the aggregate amount payable on application in respect of the Offer Price for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, Trading Fee, the SFC Transaction Levy and 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 December 2, 2025 (the date specified in the Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and use its best endeavors to procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

4.10 **Power of the Overall Coordinators to make applications:** In the event of an Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

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

4.11.1 subject to any required reallocation as set out in Clause 4.11.2, and relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and the applicable Listing Rules, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Purchasing 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

4.11.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Over-Subscription occurs; or (ii) the International Offer Shares initially offered under the International Offering are not fully subscribed and the Over-Subscription occurs, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the 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 2,860,200 H Shares (representing approximately 15% of the number of Offer Shares initially available under the Global Offering).

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Purchasing 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 7.1 in respect of such Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the Stock Exchange, including but not limited to the relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants and Practice Note 18 to the Listing Rules.

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

4.12.1 If an Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may, in their sole and absolute discretion, determine.

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

The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering. For

the avoidance of doubt, any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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 Company undertakes with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, 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 reasonably required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on December 5, 2025 (the date specified in the Prospectus for the despatch of share certificates):
- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;
- 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
- 5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.
- 5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominees will be paid in Hong Kong dollars to

the Company at or around 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Banks Agreement and this Agreement) upon the Nominees receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (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 authorized by the Company to direct the Nominees (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) the amounts payable by the Company pursuant to Clause 7, provided that a list of particulars of deductions shall be provided for prior confirmation of the Company, and no fees, commission, costs or expenses described in this Agreement and the International Underwriting Agreement shall be deducted twice from the proceeds of the Hong Kong Public Offering and the International Offering; and
- 5.2.2 to the extent that the amounts deducted by the Nominees under Clause 5.2.1 are insufficient to cover, or the Nominees do not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 7, the Company shall pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or 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 and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$116.00 per Offer Share.

- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominees on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.
- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominees to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the

application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.

- 5.5 **Refund:** The Company will procure that, in accordance with the terms of the Receiving Banks Agreement and the Registrar's Agreement, the Nominees will pay refunds of applications monies, and the H Share Registrar will arrange for payment of refunds of application monies, to those successful or unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive any refund of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominees pursuant to the terms of the Receiving Banks Agreement.
- 5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominees or any other application of funds.

6 STABILIZATION

- 6.1 **Stabilization:** The Company hereby appoints, to the exclusion of all others, China International Capital Corporation Hong Kong Securities Limited (the "**Stabilizing Manager**") as its stabilizing manager in connection with the Global Offering to (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Offer Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Company hereby acknowledges and agrees that the Stabilizing Manager may, from time to time, in its sole and absolute discretion, appoint agents to act on its behalf with the same authorities and rights as the Stabilizing Manager in connection with any stabilization activities. Any stabilization actions taken by the Stabilizing Manager or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time.

Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include the exercise of the Over-allotment Option).

6.2 **Stabilizing losses and profits:**

- 6.2.1 All profits or gains arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the Overall Coordinators, while all liabilities, expenses and losses, arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the Overall Coordinators and/or the International Underwriters upon and

subject to the terms and conditions of the International Underwriting Agreement and/or the agreement among International Underwriters.

6.2.2 The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager.

6.3 **No stabilization by the Company:** The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them that, it/he/she will not, and will cause its/his/her Affiliates or any of its/his/her or its/his/her Affiliates' respective directors, supervisors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons, other than the Stabilizing Manager, not to:

6.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

6.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

6.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

provided that the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement shall not constitute a breach of this Clause 6.3.

7 COMMISSIONS AND COSTS

7.1 **Underwriting commission:** Subject to the provisions of this Clause 7, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 2.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the "**Underwriting Commission**"). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such H Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in the Sponsor and Sponsor-OCs Engagement Letters and in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter

shall be in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange.

- 7.2 **Incentive fee:** The Company may, at its sole discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the “**Incentive Fee**”) of up to 1.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively). The actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among all Underwriters, shall be determined and communicated to each CMI at or around the Price Determination Date and to be set out in the International Underwriting Agreement (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) on FINI), in accordance with such engagement letters between the Company and the respective Overall Coordinator or CMI and in compliance with the Code of Conduct and the requirements under the Listing Rules.
- 7.3 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Joint Sponsors the sponsor fee and other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Joint Sponsors pursuant to and in accordance with the terms of the Sponsor and Sponsor-OCs Engagement Letter.
- 7.4 **Other costs payable by the Company:** All fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the listing of the H Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby including, without limitation:
- 7.4.1 fees, disbursements and expenses of the Reporting Accountants;
 - 7.4.2 fees, disbursements and expenses of any transfer agent or registrar for the H Shares, any service provider appointed by the Company in connection with White Form eIPO Service;
 - 7.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company or the Underwriters;
 - 7.4.4 fees, disbursements and expenses of any public relations consultants engaged by the Company;
 - 7.4.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;
 - 7.4.6 fees, disbursements and expenses of any translators engaged by the Company;
 - 7.4.7 fees, disbursements and expenses of the Receiving Banks and the Nominees;
 - 7.4.8 fees, disbursements and expenses of the financial printer engaged by the Company;
 - 7.4.9 fees and expenses of other agents, third party service providers, consultants and advisers engaged by the Company or the CMIs and the Underwriters relating to the Global Offering;

- 7.4.10 fees and expenses related to the application for listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;
- 7.4.11 all costs and expenses for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities, and presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including without limitation, expenses associated with the production of the slides and graphics for the Investor Presentation Materials, and all fees, disbursements and expenses of any consultants engaged in connection with the Investor Presentation Materials, documentary, travel, lodging and other fees and expenses incurred by the Company, the Overall Coordinators, the Joint Global Coordinators, the CMI's and the Underwriters and any such consultants and their respective representatives with prior written approval of the Company;
- 7.4.12 all printing, translation, document production, courier and advertising costs in relation to the Global Offering;
- 7.4.13 all costs of preparation, despatch and distribution of the Offering Documents in all Relevant Jurisdictions, and all amendments and supplements thereto;
- 7.4.14 all costs of preparation, printing or production of this Agreement, the International Underwriting Agreement, the agreement among Hong Kong Underwriters, the agreement among International Underwriters, the agreement among syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares;
- 7.4.15 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentations relating to the Global Offering;
- 7.4.16 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 7.4.17 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation, issue, allotment, sale, distribution and delivery of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement or otherwise in connection with the Global Offering;
- 7.4.18 all costs and expenses related to the preparation and launching of the Global Offering;
- 7.4.19 all costs and expenses related to the press conferences of the Company in relation to the Global Offering;
- 7.4.20 all stock admission fees, processing charges and related expenses payable to HKSCC;
- 7.4.21 all CCASS transaction fees payable in connection with the Global Offering;
- 7.4.22 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company

searches and directorship searches and other searches conducted in connection with the Global Offering; and

7.4.23 all costs, fees and out-of-pocket expenses incurred by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them or on their or its behalf under this Agreement or and the 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 7.4 or pursuant to any other agreements between the Company and any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Underwriters,

shall be borne by the Company, and the Company shall, subject to the terms of the agreements entered into between the Company and the relevant parties, pay or cause to be paid all such fees, costs, charges, Taxation and expenses. Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges referred to in this Clause 7.4 is paid or to be paid by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant Joint Sponsors, Sponsor-OCs, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis, provided that such costs, expenses, fees or charges shall be set out in a schedule, supported with details and agreed among the Company and the relevant Joint Sponsors, Sponsor-OCs, Overall Coordinators, Joint Global Coordinators, CMI, Joint Bookrunners, Joint Lead Managers and Hong Kong Underwriters at least one Business Day prior to the Listing Date.

7.5 **Costs and expenses payable in case 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 and Incentive Fee under Clauses 7.1 and 7.2, but, subject to the terms of the agreements entered into between the Company and the relevant parties, the Company shall pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have been incurred or are liable to be paid by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters and all other costs, fees, charges, Taxation and expenses payable by the Company pursuant to Clauses 7.3 and 7.4 within 15 Business Days of the first written request by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be.

7.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 15 Business Days of the first written request by the Overall Coordinators.

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 hereto, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and the Company acknowledges that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

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

8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding up and Miscellaneous Provisions) Ordinance;

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

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

8.2.5 immediately prior to the Time of Sale;

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 Announcement Date;

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

8.2.9 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange,

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

8.3 **Notice of breach of Warranties:** The Company 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/his/her knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or

becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it/he/she becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading in any respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of the Company.

- 8.4 **Undertakings not to breach Warranties:** The Company hereby undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or use its best endeavors not to omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, the Company agrees not to make any amendment or supplement to the Offering Documents, the CSRC Filings or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), such approval not to be unreasonably withheld.
- 8.5 **Remedial action and announcements:** The Company 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 Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate or misleading any statement, whether fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC Filings or any of them, if the same were issued immediately after 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 CSRC Filings; or (iv) any significant new factor likely to materially and adversely affect the Hong Kong Public Offering, the Global Offering or the Company shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers, 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 reasonably required by the Joint Sponsors and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Joint Sponsors and the Overall Coordinators may reasonably require and supplying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may reasonably require. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact, or (ii) result in the loss of the Joint Sponsors', the Sponsor-OCs', the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

The Company agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement, amendment or document or do any such act or thing without the prior written consent (such consent shall not be unreasonably withheld or delayed) of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by Laws, in which case the Company shall first consult the Joint Sponsors and the Overall Coordinators before such issue, publication or distribution or act or thing being done.

- 8.6 **Company's Knowledge:** A reference in this Clause 8 or in Schedule 2 to the Company's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due and careful enquiry and that the Company or the directors of the Company has/have used his/her/its/their best endeavors to ensure that all information given in the relevant Warranty is true, complete and accurate in all material respects and not misleading or deceptive in any respect. Notwithstanding that any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of the Company under this Agreement shall be binding on its/his/her personal representatives or its/his/her successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.
- 8.9 **Consideration:** The Company has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement, and, when so repeated, the Warranties relating to

any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

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

9 INDEMNITY

- 9.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying Party to recover any of the losses, liabilities, damages, payments, costs (including legal costs), charges, fees and expenses (“**Losses**”) or Taxation which the Indemnifying Party may suffer or incur by reason of or in any way arising out of: (i) the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents; or (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares, provided that the foregoing shall not exclude the liability of any Indemnified Party for any Losses which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been caused solely and directly by the fraud, wilful default or gross negligence on part of such Indemnified Party.

- 9.2 **Indemnity:** the Indemnifying Party undertakes, from time to time, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against (i) all Proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party, and (ii) all Losses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:

- 9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof, the PHIP, the CSRC Filings, notices, announcements, advertisements, communications or other documents relating to or connected with the Group or the Global Offering issued by or on behalf of the Company, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them) (collectively, the “**Related Public Information**”); or

- 9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a fact, or omitting or being alleged to have omitted a fact

necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction, except for the information of the Joint Sponsors, the Sponsor-OCs, any Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter furnished or approved in writing by or on behalf of such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter expressly and specifically for inclusion in the Offering Documents, it being understood that such information contains only their respective marketing names, legal names, logos, addresses, opinions and qualifications (“**Underwriters’ Information**”); or

- 9.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, inaccurate in any material respect or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or
- 9.2.4 the execution, delivery and performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement, the Offering Documents or the Listing Rules or in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC, Overall Coordinator, CMI or otherwise, as applicable; or
- 9.2.5 the execution, delivery or performance of this Agreement by the Company and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 9.2.6 any breach or alleged breach on the part of the Company or any action or omission of any Group Company or any of their respective directors, supervisors, officers or senior management resulting in a breach of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 9.2.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or
- 9.2.9 any act or omission of any Group Company in relation to the Global Offering; or
- 9.2.10 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

- 9.2.11 any failure or alleged failure by the Company, any of the Single Largest Shareholder Group, any of the Directors or senior management of the Company as named in the Prospectus, or any Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering); or
- 9.2.12 any breach or alleged breach by any Group Company of the applicable Laws in any respect; or
- 9.2.13 any Proceeding having commenced or being instigated or threatened against the Company, any Group Company or any of the Directors, or settlement of any such Proceeding; or
- 9.2.14 any breach or alleged breach by the Company of the terms and conditions of the Hong Kong Public Offering,

and the non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 9.3 **Notice of claims:** If the Company becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it/he/she shall promptly give notice thereof to the Overall Coordinators (for themselves and on behalf of other Indemnified Party) in writing with reasonable details thereof.
- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying Party of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which they may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Party may participate at their expense in the defence of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the consent of the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) and such consent shall not be unreasonably withheld or delayed, that counsel to the Indemnifying Party shall not also be counsel to the Indemnified Parties. Unless the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Overall Coordinators (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred, provided that all invoices substantiating the amount being claimed shall be supplied to the Indemnifying Party.
- 9.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party (whose consent shall not be unreasonably withheld or delayed), effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault,

culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Party under this Agreement. The Indemnifying Party shall be liable for any settlement or compromise by the Indemnified Party of, or any judgment reasonably consented to by any Indemnified Party with respect to, any pending or threatened Proceeding whether effected with or without the consent of the Indemnifying Party, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgment. The Indemnified Parties shall, to the extent legally permissible and practicable, notify but are not required to obtain consent from the Indemnifying Party with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise, and the obligations of the Indemnifying Party shall be in addition to any liability which the Indemnifying Party may otherwise have.

9.6 **Contribution:** If the indemnity under this Clause 9 is unavailable or insufficient to hold harmless an Indemnified Party, then the Indemnifying Party shall on demand contribute to the amount paid or payable by such Indemnified Party as a result of such Losses:

9.6.1 in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Party on the one hand and the Indemnified Parties on the other hand from the Hong Kong Public Offering; or

9.6.2 if the allocation provided in Clause 9.6.1 above is not permitted by applicable Laws, then in such proportion as is appropriate to reflect not only the relative benefits referred to in Clause 9.6.1 above but also the relative fault of any of the Indemnifying Party on the one hand and the Indemnified Parties on the other hand which resulted in the Losses as well as any other relevant equitable considerations.

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

9.7.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;

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

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

9.8 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses 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 Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.

- 9.9 **Payment free from counterclaims/set-offs:** All payments made by any Indemnifying Party under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 9.10 **Payment on demand:** All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Party as and when they are incurred within 60 Business Days of a written notice demanding (together with supporting documents, including but not limited to related invoices and other supporting documents) payment being given to the Indemnifying Party by or on behalf of the relevant Indemnified Party.
- 9.11 **Taxation:** If a payment under this Clause 9 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.
- 9.12 **Other rights of the Indemnified Parties:** The provisions of the indemnities under this Clause 9 are not affected by any other terms set out in this Agreement and do not restrict the rights of the Indemnified Parties to claim damages on any other basis.
- 9.13 **Full force:** The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will:

- 10.1 **Global Offering:** comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the CSRC Rules, the Listing Rules and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;
- 10.1.2 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authorities, including but not limited to lodging with the Stock Exchange all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing

Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC;

- 10.1.3 making available on display on Stock Exchange's website at www.hkexnews.hk and the Company's website at www.novosns.com, the documents referred to in the section of the Prospectus headed "Appendix VII – Documents Delivered to the Registrar of Companies and Available on Display" for the period stated therein;
- 10.1.4 using its best endeavors to procure that the H Share Registrar, the White Form eIPO Service Provider, the Receiving Banks and the Nominees shall comply in all respects with the terms of their respective appointments under the terms of the Registrar's Agreement and the Receiving Banks Agreement, and do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein, including, without limitation, providing the Joint Sponsors and the Overall Coordinators with such information and assistance as the Joint Sponsors and the Overall Coordinators may reasonably require for the purposes of determining the level of applications under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares;
- 10.1.5 as the case may be, using its reasonable endeavors to procure that none of the Company, any member of the Group, the Single Largest Shareholder Group, and/or any of their respective directors, supervisors, 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 Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the Price Determination Date;
- 10.1.6 using its best endeavors to procure that no Core Connected Person of the Company, existing shareholder of the Company owning more than 1% of the issued share capital of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his/her own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Core Connected Person or existing shareholder of the Company owning more than 1% of the issued share capital of the Company or their respective Close Associates either in its/his/her own name or through a nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.7 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 Prospectus headed "Future Plans and Use of Proceeds" (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change could be made without the prior written consent of the Joint Sponsors and the Overall Coordinators during a period of 12 months from the Listing Date, and the Company shall provide reasonable prior notice and the details of such change (if any) to the Joint Sponsors and the Overall Coordinators), and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of funding, financing or facilitating any activities or business of or with any

person or entity, or of, with or in any country or territory, that, at the time of such funding, financing or facilitating, is subject to any sanctions Laws, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanction Laws;

- 10.1.8 procuring that, with the exception of any guaranteed allocation of Offer Shares at the Offer Price as set forth in any Cornerstone Investment Agreements, it will not, and will procure that no member of the Group and any of their respective affiliates, directors, supervisors, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any form of direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares pursuant to any Cornerstone Investment Agreements or otherwise engage in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide for New Listing Applicants;
- 10.1.9 cooperating with and fully assisting, and using its best endeavors to procure the members of the Group, the Single Largest Shareholder Group, the substantial shareholders (as defined in the Listing Rules), Associates of the Company, and/or any of their respective directors, supervisors, officers, employees, Affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof) and the CSRC Rules, including, without limitation:
- (a) any instances of material non-compliance with the Listing Rules or such other regulatory requirements or guidance as issued by the Stock Exchange or the CSRC, including placing activities conducted by itself/themselves or the Company;
 - (b) any material changes to the information it previously provided to the SFC, the Stock Exchange and the CSRC;
 - (c) if any of the Overall Coordinators ceases to act as the Company's overall coordinators at any time after its appointment and before completion of the Global Offering, the reasons for ceasing to act as an overall coordinator and to provide the Stock Exchange with a confirmation on whether it had any disagreement with the Company; and
 - (d) such information as the SFC, the Stock Exchange and the CSRC may require from time to time;
- 10.1.10 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;
- 10.1.11 from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its

share capital, nor (ii) except as disclosed in the Prospectus and/or pursuant to the Global Offering (including pursuant to the Over-allotment Option), changing or altering its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise). For the avoidance of doubt, nothing in this Clause 10.1.11 shall affect or prohibit any changing or altering of the capital structure of any Subsidiaries;

10.1.12 that no preferential treatment has been, nor will be, given to any placee and its Close Associates by virtue of its relationship with the Company in any allocation of the placing tranche;

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

10.2 **Information:** subject to any restrictions imposed by any Law, provide:

10.2.1 to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and whether relating to the Group or the Company or any of the Single Largest Shareholder Group or otherwise as may be reasonably required by the Joint Sponsors or the Overall Coordinators (for themselves and on behalf of the Underwriters)) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority); and

10.2.2 to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may reasonably require.

10.3 **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 the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time;

10.3.2 enter into any commitment or arrangement which, in the reasonable opinion of the Joint Sponsors and the Overall Coordinators, has or will or may result in a Material Adverse Effect or adversely affect the Global Offering;

10.3.3 take any steps which, in the reasonable opinion of the Joint Sponsors and the Overall Coordinators, would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;

10.3.4 at any time after the date of this Agreement up to and including the Listing Date, amend any of the terms of the appointments of the H Share Registrar, the Nominees, the Receiving Banks and the White Form eIPO Service Provider without the prior written

consent of the Joint Sponsors and the Overall Coordinators (such consent shall not be unreasonably withheld);

- 10.3.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Prospectus;
- 10.3.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) (such approval shall not be unreasonably withheld or delayed), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), press release, material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement; and
- 10.3.7 at any time immediately prior to the commencement of dealings in the Offer Shares on the Stock Exchange, without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), enter into any contract or commitment of an unusual or onerous nature, whether or not that contract or commitment, if entered into prior to the date hereof, would, in the reasonable opinion of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), constitute a material contract or a material commitment for the purpose of the Final Offering Circular.
- 10.4 **Maintaining listing:** maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the H Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange, the SFC and the CSRC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including, without limitation:
- 10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and

- settlement; complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
- 10.5.2 complying with and using its best endeavors to procure its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;
- 10.5.3 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
- 10.5.4 submitting to the Stock Exchange, as soon as practicable before the commencing of dealings in the H Shares on the Stock Exchange, the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the "Regulatory Forms" section of the Stock Exchange's website) via FINI;
- 10.5.5 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;
- 10.5.6 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the H Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, provided that the granting of the Over-allotment Option by the Company hereunder shall not constitute any breach of this Clause 10.5.6;
- 10.5.7 at all times adopting and upholding a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in Appendix C3 to the Listing Rules and using its best endeavors to procure that the directors of the Company uphold, comply and act in accordance with the provisions of the same;
- 10.5.8 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public, provided that the Company shall give the Joint Sponsors and the Overall Coordinators reasonable notice and reasonable opportunity to review and comment on such disclosure prior to issuance;
- 10.5.9 complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its

- handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;
- 10.5.10 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notifying the CSRC or the relevant Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.5.11 keeping the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, the SFC or of any other relevant Authority, and to enable the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to provide (or procuring their provision) to the CSRC, the Stock Exchange, the SFC or any such relevant Authority, in a timely manner, such information as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require;
- 10.5.12 providing to or procuring for the Joint Sponsors and the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 10.1 and Clause 10.5;
- 10.5.13 during a period of 12 months from the Listing Date, complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;
- 10.5.14 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC;
- 10.5.15 maintaining the appointment of a compliance adviser and obtaining advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules.
- 10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, 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:** If, at any time within six months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be

included in any post-listing reports to CSRC pursuant to the CSRC Rules, then, in connection therewith, (i):

- 10.7.1 promptly provide full particulars thereof to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters;
- 10.7.2 if so reasonably required by the Joint Sponsors or the Overall Coordinators, inform the Stock Exchange, the SFC or the CSRC of such change or matter;
- 10.7.3 if so required by the Stock Exchange, the SFC or the CSRC or so reasonably required by the Joint Sponsors or the Overall Coordinators, promptly amend and/or prepare and deliver (through the Joint Sponsors and the Overall Coordinators) to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Joint Sponsors and the Overall Coordinators and publish such documentation in such manner as the Stock Exchange, the SFC or the CSRC may require or the Joint Sponsors and/or the Overall Coordinators may reasonably require; and
- 10.7.4 make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense, and (ii) not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such consent shall not be unreasonably withheld or delayed).

For the purposes of this Clause 10.7, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

10.8 **Offer of the Shares:**

10.8.1 it will not, and not permit its affiliate (as defined in Rule 501(b) of Regulation D under the Securities Act) or any person acting on its or their behalf (other than the International Underwriters) to, engage in any directed selling efforts (as that term is defined in Regulation S) with respect to Offer Shares.

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

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

11 **TERMINATION**

11.1 **Termination by the Overall Coordinators:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the Shares commences on the Stock Exchange:

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

- (a) any new law or regulation or any change or development involving a prospective change or any event or series of events or circumstances likely to result in a change or a development involving a prospective change in existing laws or regulations, or the interpretation or application thereof by any court or any competent Authority in or affecting Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), Japan, Singapore, or other jurisdictions relevant to the Group or the Global Offering (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”); or
- (b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic, fiscal, legal, regulatory, currency, credit or market conditions, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar, United States dollar or Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or
- (c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases , accident or interruption or delay in transportation, local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed)) in or affecting any of the Relevant Jurisdictions; or
- (d) the imposition or declaration of any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on (i) the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market; or
- (e) the imposition or declaration of any general moratorium on banking activities in or affecting any of the Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or
- (f) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or

- (g) the imposition of sanctions or export controls in whatever form, directly or indirectly, on any Group Company or any of the Single Largest Shareholder Group or by or on any Relevant Jurisdiction, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or
- (h) any valid demand by creditors for payment or repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or
- (i) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or
- (j) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced by any Authority or other regulatory or political body or organization against any member of the Group or any member of the Single Largest Shareholder Group or any Director, or senior management members as named in the Prospectus; or
- (k) any contravention by any Group Company or any Director or any member of the senior management of the Company named in the Prospectus of the Listing Rules or applicable Laws; or
- (l) any change or prospective change, or a materialization of, any of the risks set out in the section headed “Risk Factors” in the Prospectus,

which, in any such case 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):

- i. has or will or may have a Material Adverse Effect;
 - ii. has or will or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or
 - iii. makes or will make or may make it impracticable, inadvisable, inexpedient or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged, or for the Hong Kong Public Offering and/or the Global Offering to proceed, or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or
 - iv. has or will or may have the effect of making any 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 and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that:
- (a) any statement contained in any of the Offering Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications or other documents

issued or used by, for or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (the “**Global Offering Documents**”) (save and except for any Underwriters’ Information) was, when it was issued, or has become untrue, incorrect, inaccurate in any material respect or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such documents, was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or

- (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute a material omission or misstatement in any Global Offering Document; or
- (c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertakings given by the Company in this Agreement or the International Underwriting Agreement; or
- (d) any event, act or omission which gives rise or is likely to give rise to any liability of any of the Indemnifying Party pursuant to the indemnities in this Agreement; or
- (e) any breach of any of the obligations or undertakings imposed upon the Company under this Agreement, the International Underwriting Agreement or the Cornerstone Investment Agreements; or
- (f) there is any change or development involving a prospective change, constituting or having a Material Adverse Effect; or
- (g) that the Chairman of the Board, any Director, any Supervisor or any member of senior management of the Company named in the Prospectus seeks to retire, or is removed from office or vacating his/her office; or
- (h) any Director or any member of the senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company; or
- (i) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or
- (j) that the approval by the Listing Committee of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering (including any additional H Shares that may be issued pursuant to any exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (k) any of the experts named in the Prospectus has withdrawn its consent to the issue of the Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or
- (l) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or

- (m) an order or petition is presented for the winding-up or liquidation of any member of the Group, or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group; or
- (n) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or
- (o) that (i) a material portion of the orders placed or confirmed in the bookbuilding process or (ii) any investment commitment made by any cornerstone investors under the Cornerstone Investment Agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled, as a result of the payment of the relevant investment amount not being received or settled in the stipulated time and manner or otherwise,

then, in each case, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice in writing to the Company, terminate this Agreement with immediate effect.

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 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 9, 13 to 17 and any rights or obligations which may have accrued under this Agreement prior to such termination;

11.2.2 with respect to the Hong Kong Public Offering, 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 successful applicants under valid applications under the Hong Kong Public Offering shall be refunded forthwith (in the latter case, the Company shall use its best endeavors to procure that the H Share Registrar and the Nominees dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Banks Agreement); and

11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall promptly pay to the Joint Sponsors and the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.3 and 7.4 and Joint Sponsors and the Overall Coordinators may, in accordance with the provisions herein, instruct the Nominees to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint

Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that except as disclosed in the Prospectus, including but not limited to the offer, allotment, issue and sale of the Offer Shares pursuant to the Global Offering (including pursuant to the Over-allotment Option) or for circumstances permitted under Rule 10.08 of the Listing Rules, at any time after the date of this Agreement up to and including the date falling six months after the Listing Date (the “**First Six Month Period**”), it will not, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- 12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in the share capital or any other securities of the Company or 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 share capital or other securities of the Company, as applicable), or deposit any share capital or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or
- 12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the H Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any H Shares); or
- 12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or
- 12.1.4 offer to or agree to do any of the foregoing specified in Clause 12.1.1, 12.1.2 or 12.1.3 or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities of the Company, in cash or otherwise (whether or not the issue of such share capital or other securities will be completed within the First Six Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clause 12.1.1, 12.1.2 or 12.1.3 above or offers to or agrees to or announces any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the “**Second Six Month Period**”), it will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the Company will, create a disorderly or false market for any H Shares or other securities of the Company.

- 12.2 **Maintenance of public float and sufficiency of free float:** The Company agrees and undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will comply with the minimum public float requirements specified in the Listing Rules (the “**Minimum Public Float Requirement**”) and the minimum free float requirements (the “**Minimum Free Float Requirement**”) specified in the Listing Rules, and it will not (i) effect any purchase of the H Shares, or agree to do so, which may reduce the holdings of the H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the

Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the Second Six Month Period without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or (ii) enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the H Shares that are held by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the Minimum Free Float Requirement under Rule 19A.13C of the Listing Rules.

- 12.3 **Full force:** The undertakings in this Clause 12 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or despatched by the Company (or by any of its directors, supervisors, officers, employees, consultants, advisers or agents) during the period of twelve 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, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law, and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall be made only after consultation with the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and 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 respective comments (if any) have been fully considered by the issuer(s) 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 conduct prior discussion with the Joint Sponsors and the Overall Coordinators in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the six months from the date of this Agreement, which may conflict with any statement in the Prospectus.

- 13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, or the termination of this Agreement. 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 its Affiliates' respective directors, supervisors, officers, employees, consultants, advisers or agents will, for a period of two years from the date of this Agreement, 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 in relation to the other parties to this Agreement.

14.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates, its and its Affiliates' respective directors, supervisors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws;

14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement for disclosure of information has the force of law;

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

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

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

14.2.6 reasonably required or requested by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;

14.2.7 reasonably required by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinator, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates to seek to establish any defense or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

14.2.8 the other parties (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)) have given prior written approval to the disclosure, such approval not to be unreasonably withheld; or

14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

provided that, in the case of Clauses 14.2.3 and 14.2.8, 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 continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

15 NOTICES

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

15.2.4 if sent by email, when successfully transmitted.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

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

If to the **Company:**

Address: No.9, Dongdangtian Alley, Suzhou Industrial Park, Jiangsu Province, China
Email: projectnova@novosns.com
Attention: Project Nova Team

If to **CICC:**

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Email: IB_Project_Nova2025@cicc.com.cn
Attention: CICC IB Department

If to **CITICS:**

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: Projectnova2025@clsa.com
Attention: Project Nova 2025

If to **CLSA:**

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: Projectnova2025@clsa.com
Attention: Project Nova 2025

If to **CCBI:**

Address: 12/F., CCB Tower, 3 Connaught Road Central, Central, Hong Kong
Email: Project_nova_2025@ccbintl.com
Attention: Project Nova 2025

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

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

- 15.4.1 the date specified in the notification as the date on which the change is to take place;
or
- 15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

- 16.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 16, shall be governed by and construed in accordance with the laws of Hong Kong.
- 16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or relating to this Agreement including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or relating to it (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The arbitral award shall be final and binding upon all parties to the arbitration. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Notwithstanding this Clause 16.2, any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to or in support of any arbitration commenced under this Clause 16.2. Notwithstanding the above, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters shall also have the sole right:
- 16.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to and/or in support of any Dispute arising out of or in connection with this Agreement; or
- 16.2.2 in circumstances in which they become or are joined as a defendant or third party in any Proceedings, to pursue claims against the Company in those Proceedings (whether by way of a claim for an indemnity, contribution or otherwise).
- 16.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which proceedings may be brought in relation to and/or in support of such arbitration.
- 16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection (on the grounds of *forum non conveniens* or otherwise) 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 may be brought in relation to or in support of any arbitration commenced under this Clause 16. Each of the parties hereto further irrevocably agrees that a judgment or order of any such court shall be conclusive and binding upon it and may be enforced in any court of competent jurisdiction.
- 16.5 **Service of documents:** Without prejudice to the provisions of Clause 16.6, each of the parties unconditionally and irrevocably agrees that any written communication pursuant to the Rules

shall be sufficiently and effectively served on it if delivered to the relevant address and/or email address specified in Clause 15.3, and any writ, summons, order, judgment or other notice of legal process shall be sufficiently and efficiently served on it if served in accordance with the rules of the relevant court of competent jurisdiction in which court proceedings may be brought in accordance with this Clause **Error! Reference source not found.**

- 16.6 **Process agent:** Without prejudice to Clauses 15.3 and 16.5 above, the Company has established a place of business in Hong Kong at 40/F, Dah Sing Financial Centre, 248 Queen's Road East, Wanchai, Hong Kong, and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Where proceedings are taken against the Company in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 30 days from the date on which notice of the proceedings was given, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company, and such appointment shall be effective upon the giving notice of such appointment to the Company. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

- 16.7 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company has or can claim for itself/himself/herself or its/his/her assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself/himself/herself or its/his/her assets, properties or revenues any such immunity (whether or not claimed), the Company hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).

17 MISCELLANEOUS

- 17.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Joint Sponsors and the Overall Coordinators hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.3 **Assignment:** Each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any

of the persons who have the benefit of the indemnities in Clause 9 and any successor entity to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.

- 17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, 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 and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, the Company agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).
- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators, the Sponsor and Sponsor-OCs Engagement Letter, and (ii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OCs Engagement Letter and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto. Notwithstanding the aforesaid, if any term of this Agreement is inconsistent with that of the Sponsor and Sponsor-OC Engagement Letter, any OC Engagement Letter or any CMI Engagement Letter, the terms in this Agreement shall prevail as between the relevant parties concerned.

- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to Clause 17.15.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, the Company will indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award, and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of the Company and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 17.11 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Overall Coordinators, Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.12 **Taxation:** All payments to be made by, for or on behalf of the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable.

If any of the other parties is required by any Authority to pay any Taxes as a result of this Agreement (other than profits or income Taxes imposed in connection with this Agreement or the transactions contemplated by this Agreement), the Company will pay an additional amount to such party so that the full amount of such payments as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Authority in settlement of such Taxes and, forwarding to such party for

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

- 17.13 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to the Overall Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Overall Coordinator, Joint Sponsors or Underwriter.
- 17.14 **[Reserved]**
- 17.15 **Right of Third Parties:** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 17.15:
- 17.15.1 Indemnified Parties may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement;
- 17.15.2 An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement; and
- 17.15.3 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 17.15.1.
- 17.16 **Professional Investors:** The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the Company, and “we” or “us” or “our” shall mean the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters).
- 17.17 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.
- 17.18 **Further Assurance:** The Company shall from time to time, on being required to do so by the Joint Sponsors and/or 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/or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.19 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

SCHEDULE 1

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Addressee and Email)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong Email: IB_Project_Nova2025@cicc.com.cn Attention: CICC IB Department	See below	See below
CLSA LIMITED 18/F, One Pacific Place, 88 Queensway, Hong Kong Email: Projectnova2025@clsa.com Attention: Project Nova 2025		
CCB INTERNATIONAL CAPITAL LIMITED 12/F., CCB Tower, 3 Connaught Road Central, Central, Hong Kong Email: project_nova_2025@ccbintl.com Attention: Project Nova 2025		
ABCI SECURITIES COMPANY LIMITED 10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong Email: abcic.ecm@abci.com.hk Attention: ABCI ECM		
SOOCHOW SECURITIES INTERNATIONAL BROKERAGE LIMITED Level 17, Three Pacific Place, 1 Queen's Road East, Hong Kong Email: ecm@dwzq.com.hk Attention: ECM		

**ZHESHANG INTERNATIONAL
FINANCIAL HOLDINGS CO.,
LIMITED**

1703-1706, 17/F, Infinitus Plaza,
199 Des Voeux Road Central,
Sheung Wan, Hong Kong
Email: ecm@cnzsqh.hk
Attention: ECM

**ORIENT SECURITIES (HONG
KONG) LIMITED**

28th and 29th Floor, 100 Queen's
Road Central, Hong Kong
Email: linda.lin@dfzq.com.hk;
andy.pang@dfzq.com.hk
Attention: Linda Lin/ Andy Pang

**BETA INTERNATIONAL
SECURITIES LIMITED**

Unit 3326, 33/F, China Merchants
Tower, Shun Tak Centre, No. 168-
200 Connaught Road Central, Hong
Kong
Email: ecm@betaints.com;
frankie@betaints.com;
jonathan@betaints.com
Attention: Ip Fai Kit; Liu Chun Ho

I WIN SECURITIES LIMITED

Room 3001-3002, 30/F, China
Insurance Group Building, 141 Des
Voeux Road Central, Central, Hong
Kong
Email: ecm@iwinsec.com
Attention: Ricky Chan

Total:	100%
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$$A = B/C \times 1,906,900 \text{ H Shares}$$

where:

“A” is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded down to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 1,906,900, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

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

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

SCHEDULE 2

THE WARRANTIES

The Company represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

1 Accuracy of Information

- 1.1 None of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or any individual Supplemental Offering Materials when considered together with the Hong Kong Public Offering Documents or the Preliminary Offering Circular, contains or will contain any untrue statement of a material fact or omits or will omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph does not apply to statements or omissions in the Hong Kong Public Offering Documents or the Preliminary Offering Circular made in reliance upon information furnished to the Company by or on behalf of any Hong Kong Underwriter expressly and specifically for use therein.
- 1.2 The Company (including, without limitation, to the best knowledge of the Company, its agents and representatives, other than the Underwriters in their capacity as such) have not, without the prior written consent of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Joint Global Coordinators, made, used, prepared, authorized, approved or referred to any Supplemental Offering Materials, and (B) will not, without the prior written consent of the Joint Sponsors and the Overall Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Materials, including, without limitation, any roadshow materials relating to the Offer Shares that constitutes such a written communication. None of individual Supplemental Offering Materials conflicts with the Hong Kong Public Offering Documents or the Preliminary Offering Circular.
- 1.3 All statements or expressions of opinion or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents the Preliminary Offering Circular, the Supplemental Offering Materials (when considered together with the Hong Kong Public Offering Documents and the Preliminary Offering Circular) and the CSRC Filings (A) have been made after due, careful and proper consideration; (B) were and remain based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents the Preliminary Offering Circular and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; (C) represented and continue to represent reasonable and fair expectations honestly held based on facts known or which could, upon reasonable inquiry, have been known to the Company or the Directors the omission of which would make any such statement or expression misleading.
- 1.4 The Hong Kong Public Offering Documents contain and will contain (A) all information and particulars required of a prospectus and/or listing document to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules and all other Laws, rules and regulations of the Stock Exchange so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange (unless any such requirement has been waived or exempted by the relevant Authority); and (B) all such information as necessary to enable an investor to make an informed assessment of the activities, assets and liabilities, financial position, profits and losses and management and prospects of the Company and the Subsidiaries, taken as a whole, and the rights attaching to the H Shares.

- 1.5 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice) and all filings and submissions provided by or on behalf of the Company, the Subsidiaries and/or any of their respective directors, supervisors, officers, or, to the best of the Company's knowledge, employees, Affiliates or agents, to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority have complied and will comply with all applicable Laws, contain no untrue statement of a material fact and do not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.6 Without prejudice to any of the other Warranties:
- 1.6.1 the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular relating to Company's consolidated indebtedness as at close of business on September 30, 2025 are complete, true and accurate and not misleading and all material developments in relation to the Company's indebtedness have been disclosed;
- 1.6.2 the statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading;
- 1.6.3 the statements relating to the interests of the Company and its Directors (if applicable) in the share capital of the Company and in contracts with the Company and the Subsidiaries contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading;
- 1.6.4 the statements contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular (A) in the sections headed "Share Capital" and "Appendix V—Summary of the Articles of Association," insofar as they purport to describe the terms of the Offer Shares; (B) in the section headed "Appendix IV—Summary of Principal Legal and Regulatory Provisions," insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Company and the Subsidiaries; (C) in the section headed "Appendix VI—Statutory and General Information," insofar as they purport to describe the provisions of the Laws and documents referred to therein; (D) in the section headed "Appendix V—Summary of the Articles of Association," insofar as they purport to describe the material provisions of the Articles of Association, are a fair summary of the relevant terms, Laws, regulations and documents; (E) in the sections headed "Summary", "Business" and "Financial Information", insofar as they purport to describe the contracts, agreements and/or memoranda of understanding to which any member of the Group is a party; (F) in the sections headed "History, Development and Corporate Structure" and "Appendix VI—Statutory and General Information" insofar as they purport to describe the history of the Group, the independence of parties with whom the Group has entered transactions with as mentioned in those sections, documents and Governmental Authorizations related to such transactions, and (G) in the sections headed "Summary", "Risk Factors", "Industry Overview", "Regulatory Overview", "Business", "History and Corporate Structure" and "Financial Information", insofar as they purport to describe any Authority's policies, and effects and potential effects of these policies on the Company and the Subsidiaries, are complete, true and accurate in all material respects and not misleading, and constitute fair and accurate summaries of the matters described therein;
- 1.6.5 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the heading "Summary—Dividends and Dividend Policy" and "Financial Information—Dividends and Dividend Policy" represent the true and honest belief of the Company and its Directors (if applicable) arrived at after due, careful and proper consideration and inquiry;

- 1.6.6 the statements contained in each of the Hong Kong Public Offering Documents or the Preliminary Offering Circular in the section headed “Risk Factors” are complete, true and accurate in all material respects and not misleading and represent the true and honest belief of the Company and its Directors (if applicable) arrived at after due, proper and careful consideration; and there are no other material risks associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group or an investment in the Offer Shares which have not been disclosed in each of the Hong Kong Public Offering Documents or the Preliminary Offering Circular; and
- 1.6.7 the reply to each question set out in the Verification Notes given by or on behalf of the Company and its Directors (if applicable) and all statements and information provided by or on behalf of the Company and its Directors (if applicable) in connection with any application or submission to or correspondence with the Stock Exchange, the SFC, CSRC or other applicable Authority, was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading; all such supporting documents prepared or supplied by or on behalf of the Company or if applicable, its Directors (or any of them) or any employee of any of the Company or the Subsidiaries have been given or prepared in good faith and with due care and attention.
- 1.7 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as having come from the Company has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate safeguards to ensure that the information is complete, true and accurate in all material respects; statistical and market-related data and information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as having come from a source other than the Company are based on or derived from sources which the Company reasonably believes to be reliable and accurate and such data accurately reflect the information or the sources from which they are derived; 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 supplied or disclosed in writing or orally from time to time (and any new or additional information that updates or amends such information) by or on behalf of the Company, the Subsidiaries, their respective directors, supervisors, officers, or, to the best of the Company’s knowledge, employees, Affiliates or agents to the Stock Exchange, the SFC, the CSRC, any other applicable Authority, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Export Control Consultant and/or legal and other professional advisers to the Company or the Joint Sponsors and the Underwriters for the purposes of the Global Offering or the listing of the H Shares on the Stock Exchange (including, without limitation, the answers and documents contained in the Verification Notes, any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents the Preliminary Offering Circular, the Supplemental Offering Materials, the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs or the Underwriters of their obligations under all applicable Laws (including the CSRC Rules), the discharge by the Joint Sponsors of its obligations as sponsor under the Listing Rules and other applicable Laws, or for the discharge by the Overall Coordinators and the CMIs of their respective obligations as an Overall Coordinator and/or a CMI under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other Authorities and the documents contained therein or referred thereto,

and the submissions made by or on behalf of the Company and/or any of the Subsidiaries) was so disclosed or made available in full and in good faith and made on reasonable grounds and was when given and, except as subsequently disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or otherwise notified to the Stock Exchange, the SFC and/or any relevant Authority, as applicable, remains complete, true and accurate in all material respects and not misleading.

2 CSRC Filings

- 2.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.
- 2.2 All information disclosed or made available in writing or orally and used as the basis of information contained in the CSRC Filings by or on behalf of the Company and/or any of the Subsidiaries, and/or any of their respective directors, supervisors, officers, or, to the best knowledge of the Company, employees, Affiliates or agents, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and/or the legal and other professional advisers for the Company for the purpose of replying to queries and comments raised by the CSRC (including the information, answers and documents used as the basis of information contained or referred to in the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters of their obligations under all applicable Laws (including the CSRC Rules), or for the discharge by the Overall Coordinators of their respective obligations as an Overall Coordinator under the Code of Conduct, the Listing Rules and other applicable Laws) was so disclosed or made available in full and in good faith and made on reasonable grounds, and was, when given and, except as subsequently disclosed in the CSRC Filings or otherwise notified to the CSRC, remains complete, true and accurate in all material respects and not misleading in any respect.
- 2.3 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
- 2.4 Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.

3 The Company and the Subsidiaries

- 3.1 The Company has the registered and issued capital as set forth in the section headed “Share Capital” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and all of the issued Shares of the Company (A) have been duly authorized, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (E) have been issued in compliance with all applicable Laws, and (F) are owned by shareholders identified in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the amounts specified therein and are not subject to any Encumbrance or adverse claims. There are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the H Shares or any other class of shares of the Company except pursuant to the Restricted Share Incentive Plans, this Agreement, the International Underwriting Agreement or any Cornerstone Investment Agreements.

- 3.2 The Company has been duly incorporated and is validly existing as a joint stock company with limited liability under the Laws of the PRC, with full right, power and authority (corporate and other) to own its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents and to perform its obligations hereunder and thereunder and to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; and the Articles of Association comply with the requirements of the Laws of the PRC and are in full force and effect.
- 3.3 Each of the Subsidiaries has been duly incorporated, registered or organized and is validly existing as a legal person with limited liability in good standing (where applicable) under the applicable Laws of the jurisdiction of its incorporation, registration or organization, with full right, power and authority (corporate and other) to own its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in all material respects.
- 3.4 Each of the Company and the Subsidiaries is capable of suing and being sued in its own name.
- 3.5 Each of the Company and the Subsidiaries has been duly qualified to transact business where such qualification is required, and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business that requires such qualification.
- 3.6 The memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of each of the Company and the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect.
- 3.7 Each of the Company and the Subsidiaries that is a PRC entity has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or material default under applicable PRC Laws, and has timely received all requisite certifications from each applicable Authority.
- 3.8 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the memorandum and Articles of Association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules).
- 3.9 None of the Company or any Subsidiary has entered into any agreement for the establishment of any company or undertaking in which the Company or any Subsidiary will or agrees to own or control a majority interest.
- 3.10 Each of the Company and the Subsidiaries has full power and authority to declare, make or pay any dividend or other distribution and to repay loans to any of its shareholders, where applicable, without the need for any Approvals and Filings from or with any Authority.
- 3.11 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering, as of the Latest Practicable Date (as defined in the Prospectus) no person, individually or together with its Affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the SFO) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
- 3.12 None of the Company or any of the Subsidiaries 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 the Company or such Subsidiary, as the case may be, but which is not directly or indirectly related to the business of the Company and the Subsidiaries, taken as a whole, as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

4 **Offer Shares**

- 4.1 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,
- 4.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances or adverse claims;
- 4.1.2 will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;
- 4.1.3 will rank *pari passu* in all respects with the existing issued H Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment;
- 4.1.4 will be free of any restriction upon the holding, voting or transfer thereof, save for the restrictions as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and the statutory restrictions provided under the applicable Laws or the memorandum and Articles of Association or other constituent or constitutive documents or the business licence of the Company; and
- 4.1.5 will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters).
- 4.2 No holder of Offer Shares after the completion of the Global Offering is or will be subject to any personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.
- 4.3 The Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, including the descriptions in the sections headed "Share Capital" and "Appendix V—Summary of the Articles of Association".
- 4.4 The certificates for the Offer Shares when issued, will be in due and proper form such as to be legal and valid under the applicable Laws.

5 **The Underwriting Agreements and the Operative Documents**

- 5.1 Each of this Agreement, the International Underwriting Agreement, the Prospectus, the Operative Documents and any other documents required to be executed by the Company pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been, or will be, duly authorised, executed, and delivered by the Company and constitutes or will constitute a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

6 **No Conflict, Compliance and Approvals**

- 6.1 None of the Company or any Subsidiary 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 and its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, except in each case of clauses (B) and (C) as would not

individually or in the aggregate result in a Material Adverse Effect, and have not received any notice of any actual or potential liability under or pursuant to any violation of applicable Laws.

- 6.2 The execution and delivery of this Agreement, the International Underwriting Agreement and the Operative Documents and any other document required to be executed by the Company pursuant to the provisions of this Agreement, the International Underwriting Agreement 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 (A) conflict with, or result in a breach or violation of, any of the terms or provisions 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), any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Subsidiary is a party, by which the Company or any Subsidiary is bound or to which any of the property or assets of the Company or any Subsidiary is subject; (B) violate any provision of the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any Subsidiary; (C) violate any applicable Laws; or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary, except in each case of clauses (A), (C) and (D) as would not individually or in the aggregate result in a Material Adverse Effect.
- 6.3 Approval in principle has been obtained from the Listing Committee for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, such approval is in full force and effect and, to the best of the Company's knowledge, there is no reason to believe that such approval may be revoked, suspended or modified.
- 6.4 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the H Shares on the Main Board, all licenses, permits, permissions, authorizations, consents, approvals, certificates, clearances, qualifications, franchises, orders and other concessions of and from, and all registrations, declarations, notifications and filings of or with, any Authority having jurisdiction over the Company or the Subsidiaries, or any of their respective properties (each a "**Governmental Authorization**") required or advisable under any applicable Laws in connection with (A) the Global Offering; (B) the issuance and sale of the Offer Shares; (C) the execution of this Agreement, the International Underwriting Agreement, the Operative Documents and each of the agreements relating to the Global Offering; (D) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents and each of the agreements relating to the Global Offering to which the Company is a party; (E) the deposit of the Offer Shares with HKSCC; and (F) the issuance, publication, distribution or making available of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.
- 6.5 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with, the Global Offering, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents, and such approvals and authorizations

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

- 6.6 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, each of the Company and the Subsidiaries (A) is in compliance with all Laws described or referred to in the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the sections headed “Regulatory Overview” (“**Applicable Laws**”); (B) has received, made and held all Governmental Authorizations required of them under Applicable Laws to own, lease, license and use its property and assets and conduct their respective businesses, and such Governmental Authorizations are valid and in full force and effect and contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (C) is in compliance with the provisions of all such Governmental Authorizations; (D) has not been subject to any material fines or other material penalties from any Authority, except, in each of the clause (A) to (D) above, as would not, individually or in the aggregate, result in a Material Adverse Effect; to the best of its knowledge; none of the Company or any of the Subsidiaries has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorizations.
- 6.7 (A) All Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Company or its Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made; 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 Public Offering Documents and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any of the Subsidiaries pursuant to (i) its memorandum and articles of association or other constituent or constitutive documents or the business licence (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which it is bound or any of its properties or assets may be bound or affected, or (iii) any Laws applicable to the Company or any of the Subsidiaries or any of their properties or assets described in each of Hong Kong Public Offering Documents and the Preliminary Offering Circular, except in each case of clause (ii), where such breach, violation or default would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.
- 6.8 No material penalties or sanctions have been or, as far as the Company and the Directors are aware after reasonable enquiry, are expected to be imposed on the Company or the Subsidiaries by any Authority for failure to comply with any applicable Laws.
- 6.9 The Company and the Subsidiaries (A) have not received any material complaints from customers in connection with the products and services provided by the Company or the Subsidiaries, and (B) have not failed to pass any audit from any such customers or any Authority, except where such complaints or failure to pass the audit would not and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

7 **Accounts and Other Financial Information**

- 7.1 The Reporting Accountants, whose accountant’s report on certain consolidated financial statements of the Company is included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, are independent public accountants with respect to the Company as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.
- 7.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular give a true, complete and fair view of the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders’ equity of the Company and its consolidated Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the International Financial Reporting Standards (“IFRS”) applied on a consistent basis throughout the periods involved; (B) such audited consolidated historical financial statements make due provision of any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) the profits and losses shown on such audited consolidated historical financial statements and selected financial data and the trend of profits and losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low; (D) all summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular present accurately and fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the pro forma financial information (and the notes thereto) included under “Appendix II— Unaudited Pro Forma Financial Information” (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been prepared in accordance with the applicable requirements of the Listing Rules and has been presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any) are reasonable and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any); (F) the depreciation and amortization has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (G) there are no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries that are required by any applicable Laws to be included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that are not included as required; (H) none of the Company or the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (I) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 7.3 The prospective information as set forth in (i) the Profit Forecast Memorandum (as defined below) and (ii) the sections headed “Summary,” “Business” and “Financial Information” of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and any forecasts and estimates, if any contained in the CSRC Filings ((i) and (ii) collectively, the “**Prospective Financial Information**”) 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 Company and the bases and assumptions stated in each of the Profit Forecast

Memorandum, the Hong Kong Public Offering Documents the Preliminary Offering Circular and the CSRC Filings, and in accordance with the Company's accounting policies described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are those that the Company believes are significant in forecasting the financial performance of the Company and its Subsidiaries, and (ii) reflect, for each relevant period, a reasonable forecast or estimate, as applicable, by the Company of the events, contingencies and circumstances described therein; (C) there are no other material facts or assumptions which ought necessarily to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum (as defined below); and (D) the Prospective Financial Information represents a reasonable forecast by the Company of the financial performance of the Company.

- 7.4 The unaudited (but reviewed) stub period consolidated financial information of the Company, which comprises the consolidated statement of profit or loss, the consolidated statement of comprehensive income, the consolidated statements of financial position, the consolidated statement of changes in equity and the consolidated statement of cash flows as of and for the nine months ended September 30, 2025 and other explanatory information, included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (A) has been reviewed by the Reporting Accountants with reference to Hong Kong Standard on Review Engagements 2410, Review of Interim Financial Information Performed by the Independent Auditor of the Entity; (B) has been prepared in conformity with the IFRS applied on a consistent basis throughout the periods involved; (C) has been compiled on a basis consistent with the audited consolidated financial information of the Company included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (D) gives a true and fair view of, and reflects in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries was a party during the interim periods involved, (E) presents fairly the combined results of operations of the Company and its Subsidiaries for the interim periods involved, (F) contains no inaccuracies or material discrepancies of any kind; (G) reflects the normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Company and the Subsidiaries for the interim period involved; and (H) give a true and fair view of the consolidated financial position of the Company as of September 30, 2025 and the consolidated results of operations of the Company for the three months ended September 30, 2025.
- 7.5 The unaudited consolidated management accounts of the Company and its Subsidiaries as of September 30, 2025 and for the nine months ended September 30, 2025 and other accounting records of the Group (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries was a party during the period involved; (B) contain no inaccuracies or discrepancies of any kind; and (C) present fairly the consolidated financial position of the Company and its Subsidiaries as of September 30, 2025 and the consolidated results of operations, cash flows and changes in equity of the Company and its Subsidiaries for the nine months ended September 30, 2025; and there has been no decrease in the share capital, cash and cash equivalents, property, plant and equipment, right-of-use assets, net current assets or total current assets or increases in total liabilities of the Company and its Subsidiaries as of September 30, 2025 as compared to amounts shown in latest consolidated balance sheet of the Company and its Subsidiaries as of June 30, 2025 included in the Prospectus.
- 7.6 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Public Offering Documents and the Preliminary Offering Circular entitled "Financial Information—Liquidity and Capital Resources" (the "**Working Capital Statement**"), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and

assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Working Capital Statement represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date and that in the Company's view, taking into account the net proceeds to be received by the Company from the Global Offering, the financial resources available to the Company and the Subsidiaries, including the Company's consolidated cash and cash equivalents on hand, and available banking facilities, the working capital available to the Company and the Subsidiaries is and will be adequate for the Company and the Subsidiaries' present requirements and for at least the 12-month period immediately following the Prospectus Date.

- 7.7 The statements set forth in the section entitled "Financial Information—Significant Accounting Policies, Judgments and Estimates" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading and fairly describes (A) accounting policies which the Company believes are the most important in the portrayal of the Group's financial condition and results of operations (the "**Critical Accounting Policies**"); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; and the Board, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Company's Legal Advisers and the Reporting Accountants with regard to such selection, application and disclosure.
- 7.8 Each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately and fairly describe (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all indebtedness (actual or contingent) of the Company or the Subsidiaries; and (C) all material off balance sheet transactions, arrangements, and obligations; and none of the Company or any Subsidiary has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities, that are reasonably likely to have a material effect on the liquidity of the Company and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources.
- 7.9 The memorandum of the Board on profit forecast for the year ending December 31, 2025 and working capital forecast for the year ending December 31, 2025 and December 31, 2026 (the "**Profit Forecast Memorandum**") has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering and prepared after due and careful inquiry 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 not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be reasonably supported; and (C) the assumptions used in the preparation of the Profit Forecast Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the material events, contingencies and circumstances described therein; there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum.
- 7.10 The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is

subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no material information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents 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 misleading; and (C) no material information was withheld from the Reporting Accountants, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) of the Company included in any of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

- 7.11 All historical financial information contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (other than in the report of the Reporting Accountants set out in “Appendix I—Accountants’ Report” and “Appendix II—Unaudited Pro Forma Financial Information” to the Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in “Appendix I—Accountants’ Report” and “Appendix II—Unaudited Pro Forma Financial Information” to the Prospectus or is derived from the relevant accounting records of the Company and the Subsidiaries which the Company in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

8 **Indebtedness and Material Obligations**

- 8.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) none of the Company or any of the Subsidiaries has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any material mortgage or charge or any guarantee or other contingent liabilities; (B) no material outstanding indebtedness of the Company or any of the Subsidiaries has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or the relevant Subsidiaries; (C) no person to whom any material indebtedness of the Company or any of the Subsidiaries that is repayable on demand is owed has demanded or, to the best of the Company's knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any of the Company or the Subsidiaries, or under any material guarantee of any liability of any of the Company or the Subsidiaries, by reason of default of any of the Company or the Subsidiaries or any other person or under any guarantee given by any of the Company or the Subsidiaries; (E) none of the Company or any of the Subsidiaries has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent; (F) none of the Company or any of the Subsidiaries has entered into any hedging transactions in relation to interest rate, foreign exchange or liquidity risk; and (G) all

guarantees of indebtedness of the Company and its Subsidiaries are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of indebtedness of any party other than the Company or any of the Subsidiaries.

- 8.2 (A) The amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on its borrowing contained in its memorandum and articles of association or other constituent or constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company or any of the Subsidiaries has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of the Subsidiaries, (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 undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company or any of the Subsidiaries from or by any Authority in consequence of which the Company or the relevant Subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

9 Subsequent Events

- 9.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (the “**Latest Audited Balance Sheet Date**”), except as otherwise disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company or any of the Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Company or the relevant Subsidiaries; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company or the relevant Subsidiaries; (C) acquired or disposed of, or agreed to acquire or dispose of any business, asset, business unit, or technology that is material to the Company or the relevant Subsidiaries; (D) entered into merger, business consolidation, joint venture, strategic cooperation with any other entity or business that is material to the Company or the relevant Subsidiaries; (E) cancelled, waived, released or discounted in whole or in part any material debt or claim; (F) other than in the ordinary course of business, made any sale or transfer of any material tangible or intangible asset, any mortgage or pledge or the creation of any security interest, lien, or Encumbrance on any such asset, or any lease of property, including equipment, other than tax liens with respect to Taxes not yet due and statutory right of customers (if any) in inventory and other assets; (G) declared, made or paid any dividend or distribution of any kind on its capital stock of any class; (H) incurred any Encumbrance on any asset or any lease of property, plant or equipment that is material to the Company or the relevant Subsidiaries, other than such Encumbrances created in the ordinary course of business; (I) had any lapse of any material Intellectual Property (as defined below) of the Company or the Subsidiaries, any license thereof, or any material Intellectual Property application by the Company or the Subsidiaries; or (J) entered into an agreement or a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (H) above.
- 9.2 Subsequent to the Latest Audited Balance Sheet Date, (A) none of the Company or any of the Subsidiaries has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake epidemic, pandemic or outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority; (B) each of the Company and the Subsidiaries has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern

and in the same manner as previously carried on; (C) each of the Company and the Subsidiaries has continued to pay its creditors in the ordinary course of business and on arms' length terms and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; and (D) there has been no material changes in the relations of the business of the Company and its Subsidiaries with their respective customers, suppliers, licensors or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of said business or of the Company and its Subsidiaries as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Company and its Subsidiaries as a whole.

- 9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there has not been (A) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the Subsidiaries, taken as a whole; (B) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any of the Company or the Subsidiaries which is material to the Company and the Subsidiaries, taken as a whole; (C) any material change in the outstanding indebtedness of or in any of the Company or the Subsidiaries; or (D) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any of the Company or the Subsidiaries.
- 9.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) there has been and will be no change in the share capital or other equity interests of any class of the Company or the Subsidiaries (other than as a result of the Global Offering), material decreases in cash and bank balances, property, plant and equipment, right-of-use assets, current assets or total assets, or material increases in interest-bearing bank and other borrowings, or total liabilities of the Group as of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (B) there has been and will be no material decreases in total revenues or profits (as applicable) during the period from the date of the latest audited consolidated income statement of the Company to (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to the corresponding periods in the preceding financial year.
- 9.5 There has not been any other change or any other development involving a prospective change that would reasonably be expected individually or in the aggregate to result in a Material Adverse Effect. Subsequent to the Latest Audited Balance Sheet Date, no circumstance, event or situation exists or has arisen which are likely to materially and adversely affect the condition of the Company or the Subsidiaries, financial or otherwise, or the earnings, affairs, business or prospects of the Group.
- 9.6 (A) To the Company's best knowledge, none of the Group's five largest suppliers or five largest customers during each year/ period of the Track Record Period owns 5% or more of the outstanding share capital of the Company or any of its Subsidiaries; (B) to the Company's best knowledge, no member of the Single Largest Shareholder Group, nor any Director, owns 5% or more of the equity interests of any of the Group's five largest suppliers or customers; (C) none of the Group's five largest suppliers or five largest customers during each year/period of the Track Record Period are Connected Persons of the Group; (D) the Company and the Subsidiaries have not had any litigation, claims or material disagreements with their suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations; and (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Company and the

Subsidiaries, none of the Company or any of its Subsidiaries has provided any form of financial assistance to the their suppliers and customers.

10 **Assets**

- 10.1 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) each of the Company and the Subsidiaries has valid good and marketable title to all real properties and buildings that it purports to own, in each case free and clear of all Encumbrances and defects, except such as would not, individually or in the aggregate, result in a Material Adverse Effect; (B) each of the Company and the Subsidiaries has valid, good and marketable title to all personal assets it purports to own, in each case free and clear of all Encumbrances and defects, except such as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (C) each material lease to which the Company or any Subsidiary is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto, except such as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (D) no default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or any Subsidiary has occurred and is continuing or is likely to occur under any of such leases; (E) neither the Company nor any Subsidiary is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by any person which may be materially adverse to the rights or interests of the Company and/or the Subsidiaries under such lease or may materially and adversely affect the rights of the Company and/or the Subsidiaries to the continued possession or use of such leased property or other asset; (F) the right of the Company and/or the Subsidiaries to possess or use such leased property or other asset is not subject to any unusual or onerous terms or conditions; (G) each of the Company and the Subsidiaries has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects, except such as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (H) the use of all properties owned or leased by the Company and/or the Subsidiaries is in accordance with its permitted use under all applicable Laws and the use of any premises occupied by the Company and/or the Subsidiaries is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation; (I) neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and no other real properties are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (J) each of the Company and the Subsidiary has valid title to all inventory used in its business free from any Encumbrances, except for such Encumbrances which would not, or could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect.
- 10.2 (A) Each of the Company and the Subsidiaries owns all rights, title and interest in and to, free of Encumbrances, or has obtained (or can obtain on reasonable terms) licences for, or other title or rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents 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 or arrangement pursuant to which the Company or any of the Subsidiaries 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 Subsidiaries have complied with the terms of each such agreement, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate such agreement or arrangement; (C) there is no claim to the contrary or any challenge by any other person to the rights of the Company or any of the Subsidiaries with respect to the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (D) none of the Company or the Subsidiaries has infringed or is infringing the Intellectual Property of a third party, and none of the Company or the Subsidiaries has received notice of a claim by a third party to the contrary; (E) there are no third parties who have, or to the best of the Company's knowledge after due and careful inquiry, will be able to establish rights to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which are licensed to the Company and/or any of the Subsidiaries; (F) to the best of the Company's knowledge, there is no infringement by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (G) there is no pending, or to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the rights of the Company or any of the Subsidiaries in or to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (H) there is no pending, or to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries and there are, to the best of the Company's knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) there is no pending, or to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary infringes or otherwise violates, or would, in connection with the Group's conduct of business as described in any of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, infringe or violate, any Intellectual Property of others, and there are, to the best of the Company's knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) there is no prior act that may render any patent application within the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries unpatentable that has not been disclosed to any Authority in the jurisdictions in which the Company or any of the Subsidiaries operates having jurisdiction over Intellectual Property matters; and (K) the proposed new product or service described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, if any, as under development by the Company or any Subsidiary fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, the Company or any Subsidiary, except, in each of the clauses (A) to (K) above, as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

- 10.3 The statements with respect to the Intellectual Property disclosed in the sections headed "Business—Intellectual Property" and "Appendix VI—Statutory and General Information" in each of the Prospectus and the Preliminary Offering Circular are true and accurate in all material respects and not misleading. As at the Latest Practicable Date (as defined in the Prospectus), the Group has validly registered and/or applied for the registration of (as the case may be) each of the Intellectual Property set out in the sections headed "Business—Intellectual Property" and "Appendix VI – Statutory and General Information" in each of the Prospectus and the Preliminary Offering Circular.
- 10.4 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively "**Information Technology**") owned, used, licensed by or to the Company and the

Subsidiaries comprise all the information technology systems and related rights reasonably necessary to conduct or material to, the respective operation of the business of the Company and the Subsidiaries; (B) the Information Technology are adequate for, and operate and perform as required in connection with the operation of the business of the Company and the Subsidiaries, taken as a whole, as currently conducted or as proposed to be conducted; (C) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiaries or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms, except for such lack of legal and beneficial ownership or licenses as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (D) each agreement pursuant to which the Company or each Subsidiary has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; the Company and the Subsidiaries have complied in all material respects with the terms of each such agreement, and each such agreement is in full force and effect; and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; and none of the Company or any Subsidiary has given or received any notice to or from any party to terminate any such agreement, except for such notices as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change; (E) all material records and systems (including but not limited to the Information Technology) and all material data and information of the Company and the Subsidiaries are maintained and operated by the Company and the Subsidiaries and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the Subsidiaries, except where such lack of exclusive ownership or control would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (F) in the event that the persons providing maintenance or support services for the Company and the Subsidiaries with respect to the Information Technology cease or are unable to provide such services, the Company and the Subsidiaries have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (G) there are no material defects relating to the Information Technology; (H) the Company and the Subsidiaries as a whole has in place procedures to prevent unauthorized access and the introduction of viruses to the Information Technology and to enable the taking and storing of back-up copies of the software and data; and (I) the Company and the Subsidiaries as a whole has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant Group Company.

- 10.5 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same or any incidents under internal review or investigations relating to the same.

11 License and Permits

- 11.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, each of the Company and the Subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all registrations, declarations and filings with, the appropriate Authority that are necessary for the ownership or lease of their

respective properties or the conduct of their respective businesses as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; none of the Company or any of its Subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

12 **Compliance with Employment and Labor Laws**

- 12.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, neither the Company nor any Subsidiary has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits (the “Schemes”) to any of its present or past employees
- 12.2 (A) There are no material amounts owing or promised to any present or former directors, supervisors or employees of the Company or any Subsidiary other than remuneration accrued, due or for reimbursement of business expenses; (B) no director, supervisor (whether current or previous) or senior management of the Company or any Subsidiary has given or been given notice terminating their contracts of employment; (C) there is no proposal to terminate the employment or consultancy of any director, supervisor or senior management of the Company or any Subsidiary or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (D) none of the Company or any Subsidiary has any outstanding 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 such director, supervisor or senior management; and (E) no liability has been incurred by the Company or any Subsidiary for breach of any director’s, supervisor’s or senior management’s contract of service, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment of any present or former director, supervisor or senior management of the Company or any Subsidiary.
- 12.3 All contracts of service in relation to the employment of the directors, supervisors and employees the Company and its Subsidiaries are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the Company or the relevant Subsidiaries and all subsisting contracts of service to which the Company or such Subsidiary is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and there are no claims pending or threatened or capable of arising against the Company or the relevant Subsidiaries, brought by the Directors, Supervisors, the senior managers or the employees of the Company, in respect of any accident or injury not fully covered by insurance; each of the Company and its Subsidiaries has, in relation to its respective directors, supervisors, employees or consultants (and so far as relevant, to each of its respective former directors, supervisors, employees or consultants), complied in all respects with all terms and conditions of such directors’, supervisors’, employees’ or consultants’ (or former directors’, supervisors’, employees’ or consultants’) contracts of services, employment or consultancy contracts.
- 12.4 Save 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 any of the Company or its Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 12.5 (A) No labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, is imminent or threatened; (B) there is no union representation dispute currently existing concerning the employees of the Company or any other Subsidiary; (C) there has been no violation of any applicable labor and employment Laws by any of the Company or its Subsidiaries, except for any violation that would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

13 **Compliance with Environmental Laws**

- 13.1 The Company and the Subsidiaries and their respective properties, assets, facilities and operations comply in all material respects with all applicable Environmental Laws; as used herein, “**Environmental Laws**” means any Laws relating to health, safety, the environment (including, without limitation, the protection, clean-up and restoration thereof and timely and proper completion of all relevant environmental protection acceptance procedures and receipt and renewal of all relevant pollutants emission permits), natural resources or Hazardous Materials (as defined below), 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 chemicals, substances or wastes) that is regulated by or may give rise to liability under any Environmental Laws.

14 **Cybersecurity and Data Protection**

- 14.1 (A) Each of the Company and the Subsidiaries has complied in all material respects with all applicable Laws concerning cybersecurity, data protection, the privacy and security of Information Technology and personal data and the confidentiality and archive administration Laws, from time to time in force (collectively, the “**Data Protection Laws**” (as amended, supplemented or otherwise modified from time to time)); (B) neither the Company nor any of the Subsidiaries is, or is expected to be classified as, a “critical information infrastructure operator” under the Cybersecurity Law of the PRC; (C) neither the Company nor any of the Subsidiaries is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the “**CAC**”), the CSRC, the competent telecommunications department of the State Council, public security departments or any other relevant Authority; (D) neither the Company nor any of the Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the Relevant Jurisdictions; (E) neither the Company nor any of the Subsidiaries has received any claim for compensation from any person in respect of its business under Data Protection Laws in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous three years and there is no outstanding order against the Company or any of the Subsidiaries in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any of the Subsidiaries for the purposes of, inter alia, searching them or seizing any documents or other material found there; (G) neither the Company nor any of the Subsidiaries has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any of the Subsidiaries or any of their respective directors, supervisors or officers; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any of the Subsidiaries or any of their respective directors, supervisors or officers pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (J) neither the Company nor any of the Subsidiaries has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority; and (K) the Company and other Subsidiaries have established and maintained adequate and effective internal control measures

and internal systems for maintenance of data protection, confidentiality and archive administration in accordance with the Data Protection Laws.

15 **Insurance**

- 15.1 Each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as the Company or any Subsidiary deems adequate; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments in all material respects; there are no material claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.
- 15.2 The description of the insurance coverage of the Company and the Subsidiaries contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular is true and accurate in all material respects and not misleading.

16 **Internal Controls**

- 16.1 Each of the Company and the Subsidiaries has established procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and prospects of the Company and the Subsidiaries, and each of the Company and the Subsidiaries maintains a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets; (C) access to material assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) each of the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Company's consolidated financial statements and notes thereto in accordance with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements; and (F) such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and the Company's current management information and accounting control system has been in operation for at least three years during which none of the Company and the Subsidiaries has experienced any material difficulties with regard to (A) through (F) above or with regard to ascertaining at any point in time the differences in real time between budgeted and actual expenses.
- 16.2 There are (A) no material weaknesses or significant deficiencies in the Company's internal controls over accounting and financial reporting; (B) no fraud, whether or not material, involving any Directors, Supervisors, management or, to the best knowledge of the Company, other employees who have a role in the Company's internal control over accounting and financial reporting; and (C) no changes in the Company's internal control over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's internal control over accounting and financial reporting.

- 16.3 The Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each of the Company and the Subsidiaries 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 of the Subsidiaries is made known in a timely manner to the Board and 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 SFO, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the PRC Company Law and any other applicable Laws, including, without limitation, the requirements of the Listing Rules on disclosure of inside information (as defined and required in the SFO) and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term “disclosure and corporate governance controls and procedures” means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Laws, inside information or price-sensitive information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Laws).
- 16.4 None of the deficiencies and issues identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of the Company or any other members of the Group to comply with any applicable Laws. Any issues or deficiencies identified and as disclosed in such internal control report have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company, its Board and its Subsidiaries 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.
- 16.5 The statutory books, books of account and other records of the Company and the Subsidiaries are in their proper possession, up-to-date and contain complete and accurate records as required by Laws to be dealt with in such books, and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC, the Stock Exchange, the CSRC or any other Authority have been duly and correctly delivered or made.
- 17 **Compliance with Bribery, Anti-Money Laundering, Sanctions and Export Control Laws and U.S. Outbound Investment Security Program**
- 17.1 (A) None of the Company, the Subsidiaries, their respective directors, supervisors, officers or, to the Company’s best knowledge, their respective agents, employees and Affiliates (collectively, the “**Group Relevant Persons**”), is an individual or entity (“**Person**”) that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (i) is located, organised or resident in a country or territory that is subject to any Sanctions Laws and Regulations (including the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea region of Ukraine, Cuba, Iran, Russia and North Korea) (each of the aforementioned countries or territories, a “**Sanctioned Country**”), (ii) undertakes any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or territories or performing contracts in

support of projects in or for the benefit of those countries or territories, except those transactions or connections that would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, (iii) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will not use the proceeds from the Global Offering (whether directly or indirectly), or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person for the purpose of financing any activities or business of or with any Person that is subject to Sanctions Laws and Regulations, or of, with or in any Sanctioned Country, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (D) each of the Company and the Subsidiaries is in compliance with all applicable export control and import Laws and regulations in the U.S., China and other countries having jurisdiction over the Company and the Subsidiaries and their respective operations, properties or assets, including the U.S. Export Administration Regulations (the “**EAR**”), the U.S. Customs regulations, and various economic sanctions regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control (the “**OFAC**”); (E) except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, all items of the Company and the Subsidiaries are not subject to the EAR as defined at 15 CFR §734.2, and therefore can be provided to individuals and entities included on the U.S. Commerce Department’s Bureau of Industry and Security’s (“**BIS**”) restricted party lists including the Denied Persons List and Entity List without violating the EAR; (F) the Company covenants not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (G) the Group Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations, except those dealings or transactions that would not, or could not reasonably be expected to, violate any applicable Sanction Laws and Regulations; as used herein, “**Sanctions Laws and Regulations**” means (i) any U.S. sanctions or export controls related to or administered or enforced by the U.S. government, including but not limited to the U.S. Department of the Treasury, the U.S. Department of Commerce or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person (“**SDN**”) List, the Chinese Military Industrial Complex Companies (“**CMIC**”) List, the Entity List or the Military End User List; (ii) or 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 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto; and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty’s Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, or other relevant sanctions authorities or other relevant sanctions or export control authority of any Authority. The issue and sale of the Offer Shares, and the execution, delivery and performance of this Agreement will not result in any violation of the Sanctions Laws and Regulations.

- 17.2 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of local governments, to any political party or

official thereof or to any candidate for public office, any member of a royal or ruling family (each a “**Government Official**”) or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the PRC, Hong Kong, the United States or any other jurisdiction in which the Company or any of the Subsidiaries conducts its business; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the Company or any Subsidiary; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of Anti-Corruption Laws (as used here, “**Anti-Corruption Laws**” means the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, the United Kingdom Bribery Act of 2010, as amended, and the rules and regulations thereunder, the relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any legislation implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any other applicable Laws regarding anti-bribery or illegal payments or gratuities); and the Company and the Subsidiaries have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to ensure continued compliance therewith; and the Company and the Subsidiaries have conducted their businesses in compliance with applicable Anti-Corruption Laws in all material respects and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such Laws; as used herein, “**Government Entity**” means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, a judicial body or a public international organization, a body that exercises regulatory authority over any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

- 17.3 None of the Group Relevant Persons is aware of or has, directly or indirectly, received or authorised the receipt of the payment of any money or the gift of anything of value from any supplier of raw materials or equipment, or the respective directors, supervisors, officers, agents, employees or Affiliates or any other person acting for or on behalf of the foregoing, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of raw materials or equipment; or (B) prohibited under any applicable Laws of the PRC, Hong Kong, the United States or any other jurisdiction; and each of the Company and the Subsidiaries maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are designed to detect and prevent any such receipt of payment or gift of anything of value.
- 17.4 The operations of the Company and the Subsidiaries are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting requirements of any applicable Laws relating to money laundering in all jurisdictions, including the PRC, Hong Kong, and the United States, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Anti-Money Laundering Laws**”) in all material respects; the Company has instituted and maintains policies and procedures designed to ensure continued compliance with the Anti-Money Laundering Laws and the Warranties contained herein, and no action, suit or proceeding by or before any Authority involving the Company or the Subsidiaries or their respective businesses with respect to the Anti-Money Laundering Laws is pending or, to the best of the Company’s knowledge, threatened.
- 17.5 The Company is a “covered foreign person” as defined in 31 CFR. § 850.209. The Company and its Subsidiaries do not engage, or presently intended to engage in (i) a “covered activity”

(as defined at 31 CFR. § 850.208), which would cause any of the transactions contemplated hereby or by the International Underwriting Agreement or the Operative Documents to be a “prohibited transaction” (as defined at 31 CFR. § 850.224); as used herein, “**Outbound Investment Law**” means any requirement of Laws related to (i) the Outbound Investment Regulations (as defined below) and (ii) Executive Order 14105 (effective August 9, 2023) on Addressing US Investments in Certain National Security Technologies and Products in Countries of Concern, and “**Outbound Investment Regulations**” means the regulations administered and enforced, together with any related public guidance issued, by the US Department of the Treasury and codified at 31 CFR. Part 850.

18 **Provision of Information**

- 18.1 The Company, and, to the best of the Company’s knowledge, its agents and representatives (other than the Underwriters in their capacity as such) (A) have not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators prepared, made, used, authorized, approved or referred to any Supplemental Offering Materials; and (B) will not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Materials.
- 18.2 None of the Company, the Subsidiaries, or any of their respective directors, officers, employees, affiliates, advisors or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any Subsidiary that is not, or is not reasonably expected to be, included in each of Prospectus, the Preliminary Offering Circular and the Offering Circular.

19 **Experts**

- 19.1 Each of the experts named in the section headed “Appendix VI—Statutory and General Information—E. Other Information—Qualification and Consent of Experts” of the Hong Kong Public Offering Documents and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents and the Preliminary Offering Circular and has not withdrawn its consent.
- 19.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Export Control Consultant and any counsel for the Company, the Joint Sponsors and the Underwriters in connection with the Global Offering (to the extent such information is provided by the Company) are and will remain complete, true and accurate in all respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is and will remain complete, true and accurate in all respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Export Control Consultant, any counsel for the Company or the Joint Sponsors, any other professional advisers, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Underwriters, as applicable, for the purposes of their respective preparation of any report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular) in connection with the Global Offering and the listing of the H Shares on the Stock Exchange, and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading.

19.3 (A) The factual contents of the Industry Consultant Report are considered by the Company to be reasonable and appropriate in all material respects; (B) the assumptions made by the Industry Consultant in the Industry Consultant Report are considered by the Company to be reasonable and appropriate; (C) the market positioning of the Company contained in the Industry Consultant Report are considered by the Company to be accurately represented, reasonable and not misleading; (D) no facts have come to the attention of the Company or any of its directors, supervisors or officers that have caused them to believe that the Industry Consultant Report, as of its date and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (E) the report prepared by the Industry Consultant was prepared at the Company's request based on a contractual arrangement which the Company negotiated on an arms' length basis.

20 **Material Contracts, Business and Connected Transactions**

20.1 (A) All material contracts to which the Company or any Subsidiary is a party that are required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular or filed therewith or with the Registrar of Companies in Hong Kong (collectively, the "**Material Contracts**") have been so disclosed or filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; none of the Material Contracts will, without the written consent of the Joint Sponsors, be terminated, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date; and none of the Company, the Subsidiaries nor any other party to a Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract; (B) neither the Company nor any Subsidiary has been informed by any counterparties to its Material Contracts that the Company or such Subsidiary is in breach of any terms thereof; (C) each of the Material Contracts disclosed in the section of the Prospectus and the Preliminary Offering Circular headed "Appendix VI—Statutory and General Information—B. Further Information About Our Business—Summary of Material Contracts" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

20.2 None of the Company or any of the Subsidiaries has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any of the Subsidiaries (as applicable) on six months' notice or less).

20.3 The Company does not have any reason to believe that any significant supplier or customer of the Company or any of the Subsidiaries is considering ceasing to deal with the Company or the relevant members of the Group.

20.4 None of the Company or any of the Subsidiaries is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction, except where such agreement or arrangement would not, individually or in the aggregate, result in a Material Adverse Effect.

20.5 None of the Company and the Subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.

20.6 None of the Company, the Subsidiaries or their respective Affiliates is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental

Authorization is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).

- 20.7 There will be no connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries and a Connected Person subsisting immediately upon completion of the Global Offering. There are no relationships or transactions not in the ordinary course of business between the Company or any of the Subsidiaries and their respective customers or suppliers subsisting immediately upon completion of the Global Offering.
- 20.8 No indebtedness (actual or contingent) and no contract or arrangement is outstanding between the Company or any of the Subsidiaries, on the one hand, and any substantial shareholder or any current or former director, supervisor or officer of the Company or the Subsidiaries or any person connected with such director, supervisor or officer (including his or her spouse, minor children or any company or undertaking in which he or she holds a controlling interest), on the other hand.
- 20.9 None of the directors, supervisors or officers of the Company or any of the Subsidiaries, or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, (A) is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; or (C) is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting at each (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date and which is material in relation to the business of the Company or such Subsidiary.
- 20.10 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, Director's certificate, declaration and undertaking with regard to Directors and confirmation letter, in each case to the extent applicable, issued by her/him to the Stock Exchange, the Company and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators the CMI's and/or the Underwriters, and such authority and confirmations remain in full force and effect.
- 20.11 There are no relationships or transactions not in the ordinary course of business between the Company or any Subsidiary, on one hand, and their five largest customers and suppliers, on the other hand, during each year/ period of the Track Record Period.
- 20.12 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular and except in each case described below as would not individually or in the aggregate result in a Material Adverse Effect, there is no contract, agreement or understanding between the Company or any Subsidiary, 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.
- 20.13 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any Subsidiary to or for the benefit of any of the officers, directors, director nominees or supervisors of the Company and any Subsidiary or any of their respective family members; and neither the Company nor any Subsidiary has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any officer, director, director nominee or supervisor of the Company or any Subsidiary.
- 20.14 The descriptions of, and disclosures relating to, the agreements, contracts and arrangements between the Group and its customers and suppliers, including, without limitation, the principal terms of the supply agreements and distribution agreements and/or the selection criteria of such customers and suppliers by the Company and the Subsidiary, in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are true, complete and accurate in

all material respects and not misleading, and no material fact or matter in this regard has been omitted.

21 **Historical Changes**

- 21.1 The descriptions of the structures, events, transactions, arrangements and documents (the “**Historical Changes Documents**”) relating to the ownership and corporate structure of the Company and its Subsidiaries and the issuance of, and transfers and changes in the share capital of the Company and its Subsidiaries (collectively, the “**Historical Changes**”) as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, respectively, “History and Corporate Structure” and “Appendix VI—Statutory and General Information” are complete, true and accurate in all material respects and not misleading.
- 21.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 21.3 The Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not conflict with, or result in a material breach or violation of, or constitute a material 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 material breach or violation of, constitute a material default under or give the holder of any material 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 of the Subsidiaries pursuant to (A) the articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any of the Subsidiaries; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any of the Subsidiaries or any of their respective properties or assets.
- 21.4 Neither the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents (A) resulted in the creation or imposition of any pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any assets of the Company or any of the Subsidiaries; or (B) has rendered the Company or any of the Subsidiaries liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountant’s Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 21.5 All Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of the Subsidiaries or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Governmental Authorizations are valid and in full force and effect and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; each of the Governmental Authorizations granted by the relevant Authority to the Company or any of the Subsidiaries and are necessary for the operation of the Company and the Subsidiaries has been validly and legally transferred, renewed or maintained; and neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental

Authorizations, except in each case described above as would not individually or in the aggregate result in a Material Adverse Effect.

- 21.6 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, that have been entered into by the Company or any of the Subsidiaries in connection with the Historical Changes which have not been previously provided, or made available, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 21.7 There are no actions, suits, proceedings, investigations or inquiries pending, to the best of the Company's knowledge, or threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity or compliance with Laws of the events, transactions and documents relating to the Historical Changes as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "History and Corporate Structure" and "Appendix VI—Statutory and General Information".

22 **Taxation**

- 22.1 All returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required by applicable Laws to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been duly and timely filed; and all such returns, reports and filings are up to date and are complete, true and accurate in all material respects and are not the subject of any dispute with the relevant tax or other appropriate authorities; all Taxes required to be paid by each of the Company and the Subsidiaries have been duly and timely paid other than those currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited consolidated financial statements as set out in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular included appropriate and adequate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no material liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (A) currently payable without penalty or interest; or (B) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (A) and (B), adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS and reflected on the audited consolidated financial statements (and any notes thereto).
- 22.2 All local and national governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company and the Subsidiaries are valid, binding and enforceable and do not violate any provision of any law or statute or any order, rule or regulation of any Authority.
- 22.3 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary

or any Underwriters to the PRC, Hong Kong, the United States or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares; (B) the offer, sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement and in the International Underwriting Agreement; (C) the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Agreement; (D) the offer, sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial places thereof in the manner contemplated in the Hong Kong Public Offering Documents or the Preliminary Offering Circular; (E) the deposit of the Offer Shares with the HKSCC; or (F) the transactions contemplated under the Historical Changes completed prior to the date of this Agreement.

- 22.4 Neither the Company nor any of the Subsidiaries has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Authority and no Taxation Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.
- 22.5 Under existing Hong Kong Laws, holders of the Offer Shares are not subject to withholding tax, income tax or any other Taxes or duties imposed by any court or Authority of Hong Kong in respect of (i) any payments, dividends or other distributions made on the Offer Shares or (ii) gains made on sales of the Offer Shares between non-residents of Hong Kong consummated outside Hong Kong..

23 **Dividends**

- 23.1 To the Company's best knowledge, under the applicable Laws effective as of the date of this Agreement, except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, dividends and other distributions declared and payable on the H Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of the PRC, Hong Kong, the United States or any taxing or other Authority thereof or therein.
- 23.2 No Subsidiary is prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company or to any other Subsidiary.

24 **Litigation and Other Proceedings**

- 24.1 There are (A) no legal, arbitral or governmental proceedings, investigations or inquires pending or, to the best knowledge of the Company, threatened or contemplated by any Authority, to which the Company or any of the Subsidiaries, or any of their respective directors, supervisors or officers, is or may be a party or to which the Company or any Subsidiary, any properties, assets, products or services of the Company or any Subsidiary, or any of their respective directors, supervisors or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or, to the best knowledge of the Company, proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which, in any of clause (A), (B) or (C) above, would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or adversely affect the power or ability of the Company to perform its obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents or the Preliminary Offering Circular

and are not so described; none of the Company or any of the Subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and, to the best knowledge of the Company, there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

- 24.2 None of the Company and the Subsidiaries nor any person acting on behalf of any of them has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started or threatened (A) to wind up, make bankrupt, dissolve, deregister, make dormant, or eliminate the Company or any Subsidiary or any member of the Single Largest Shareholder Group; (B) to withdraw, revoke or cancel any Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or the Subsidiaries or any of their respective properties or assets, or otherwise from or with any other persons, required to conduct business or any operation of the Company or any Subsidiary; or (C) to adversely affect the completion of the Global Offering.

25 **Market Conduct**

- 25.1 Except for the Over-allotment Option or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with the terms of this Agreement and the International Underwriting Agreement and as disclosed in the Hong Kong Public Offering Documents or the Preliminary Offering Circular, none of the Company, the Subsidiaries or their Affiliates, or any of their respective directors, supervisors, officers, or, to the best knowledge of the Company, agents or employees (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking), has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities; (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange, the SFC or any other Authority including those in relation to bookbuilding and placing activities.
- 25.2 Except for the Over-allotment Option or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with the terms of this Agreement and the International Underwriting Agreement and as disclosed in the Hong Kong Public Offering Documents or the Preliminary Offering Circular, none of the Company, the Subsidiaries or their Affiliates, or any of their respective directors, supervisors, officers, or, to the best knowledge of the Company, agents or employees (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking) (A) has taken or facilitated, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise; (B) has taken, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the SFO, the market misconduct provisions of Parts XIII and XIV of the SFO, or the rules, regulations and requirements of the CSRC; (C) has taken or has omitted to take, directly or indirectly, any action which may result in the loss by any of the International Underwriters or any person acting for them as Stabilizing Manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the SFO or otherwise; (D) either alone or with one or more other persons, bid for or purchased, for any account in which it or any of its Affiliates had a beneficial interest, any Offer Shares or attempted to induce any person to purchase any Offer Shares.

25.3 None of the Company or any of the Subsidiaries, nor any of their respective directors, supervisors, officers, or, to the best knowledge of the Company, agents or employees (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking) has, directly or indirectly, provided or offered any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents or the Preliminary Offering Circular. None of the Company or any of the Subsidiaries nor any of their respective directors, supervisors, officers, or, to the best knowledge of the Company, agents, employees (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking) is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

26 **Immunity**

26.1 None of the Company, the Subsidiaries, nor any of their respective properties, assets or revenues, is entitled, in any jurisdiction in which any legal action or proceeding may at any time be commenced with respect to this Agreement, to any right of immunity on the grounds of sovereignty or crown status or otherwise from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of a judgment arbitral award or from other legal process or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Company in Clause 16.7 (*Waiver of immunity*) hereof not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement and the International Underwriting Agreement is legal, valid and binding under the Laws of the PRC, Hong Kong, and the United States and any other applicable jurisdiction.

27 **Choice of Law and Dispute Resolution**

27.1 The choice of law provisions set forth in this Agreement will be recognized by the courts of Hong Kong and the PRC; the Company can sue and be sued in its own name under the Laws of Hong Kong and the PRC; the agreement of the Company to resolve any dispute by arbitration at the HKIAC pursuant to Clause 16 of this Agreement, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement and the International Underwriting Agreement, the agreement that each party to this Agreement and the International Underwriting Agreement shall have the option to defer any dispute arising out of or in relation to the obligations of the Company under the this Agreement and the International Underwriting Agreement to arbitration, the waiver and agreement not to plead an inconvenient forum, the waiver of sovereign and other immunity and the agreement that the International Underwriting 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 and the PRC and will be respected by the courts of Hong Kong and the PRC; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under the International Underwriting Agreement will be recognized and enforced in the courts of Hong Kong and the PRC, subject to the conditions described in each of the Hong Kong Public Offering Documents or the Preliminary Offering Circular.

28 **Professional Investor**

29 The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the Company, and “we” or “us” or “our” shall mean the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters.

30 **No Other Arrangements Relating to Sale of Offer Shares**

- 30.1 There are no contracts, agreements or understandings between the Company or any Subsidiary, on the one hand, and any person or entity, on the other hand, (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any Subsidiary or any Underwriter for brokerage commissions, finder's fees or other payments in connection with the offer and sale of the Offer Shares; neither the Company nor any Subsidiary has incurred any liability for any finder's or broker's fee or agent's commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or disclosed by the Hong Kong Public Offering Documents or the Preliminary Offering Circular.
- 30.2 Neither the Company nor any Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any H Shares other than this Agreement, the International Underwriting Agreement, and the Operative Documents. There are no contracts, agreements or understandings entered into by the Company or the Subsidiaries or any member of the Single Largest Shareholder Group in relation to the appointment of other capital market intermediaries or fee arrangement arising thereof, other than the arrangements already disclosed to the Joint Sponsors, the Joint Global Coordinators, the Sponsor-OCs and the Overall Coordinators.
- 30.3 No preferential treatment has been or will be given to any existing shareholders or their respective Close Associate by virtue of its relationship with the Company in any allocation in the International Offering, in compliance with Chapter 4.15 of the Guide for New Listing Applicants.
- 30.4 No preferential treatment nor any direct or indirect benefits by side letter or otherwise, other than a guaranteed allocation of shares at the IPO price, has been offered or provided to any cornerstone investors to participate in the International Offering, in compliance with Chapter 4.15 of the Guide for New Listing Applicants.
- 30.5 (A) The subscription by any subscriber or purchaser of Offer Shares as a cornerstone investor will not result in such cornerstone investor, and to the best of the Company's knowledge, its beneficial owner(s) and/or Associate(s) becoming Connected Persons of the Company; and (B) such cornerstone investor, and to the best of the Company's knowledge, its beneficial owner(s) and/or Associate(s) will, immediately upon completion of the relevant Cornerstone Investment Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any Connected Persons in relation to the control of the Company.

31 **Research**

- 31.1 With respect to any research reports issued by an Underwriter, none of the Company, any of the Subsidiaries or any of their respective directors, officers or employees, has provided any research analysts with any material information, including forward-looking information (whether quantitative or qualitative) about the Group that is not included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

32 **United States Securities Laws and Related Matters**

- 32.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 32.2 None of the Company and its Affiliates nor any person acting on behalf of them (other than the Underwriters and their respective Affiliates, as to whom the Company makes no representation, warranty or undertaking) (A) has made or will make offers or sales of any security, or solicited

or will solicit offers to buy, or otherwise negotiated in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act; or (B) has offered or sold or will offer or sell the Offer Shares by means of any “directed selling efforts” within the meaning of Rule 902 under the Securities Act and will comply with the applicable offering restriction requirements of Regulation S.

- 32.3 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 32.4 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.

33 **Directors, Supervisors, Officers and Shareholders**

- 33.1 Any certificate signed by the Company or by any director or officer or representative of the Company (to the extent applicable) and delivered to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each of Joint Sponsors, Sponsor-OCs, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMI and Underwriters.
- 33.2 Any subscription or purchase of the Offer Shares by a Director or his/her Associates or existing shareholder of the Company, if conducted, has been or will be in accordance with Rules 10.03 and 10.04 of, and Appendix F1 to the Listing Rules.
- 33.3 All the interests or short positions of each of the Directors, Supervisors, chief executives of the Company and the members of the Single Largest Shareholder Group in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the SFO) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the SFO, or which will be required pursuant to section 352 of the SFO to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 33.4 The Directors have been duly and validly appointed and are the only Directors of the Company, and collectively have the experience, qualifications, competence and integrity to manage the Company’s business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an understanding of the nature of their obligations and those of the Company as a company listed on the Main Board of the Stock Exchange under the Listing Rules and other legal or regulatory requirements relevant to their roles. There are no other Directors of the Company that have not been disclosed in the Hong Kong Public Offering Documents or the Preliminary Offering Circular.
- 33.5 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.
- 33.6 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the directors or supervisors has a service contract with the Company or any of the Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 33.7 Neither the Company nor any of the Subsidiaries has any outstanding loans to any of the directors, supervisors, any of their respective spouses, children or other relatives or anybody corporate, trust or entity in which any of them has a controlling interest.

SCHEDULE 3

CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Three certified true copies of the written resolutions or meeting minutes of the shareholders of the Company, dated April 11, 2025, in relation to the Global Offering referred to in Appendix VI to the Prospectus.
2. Three certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:
 - (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - (b) approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;
 - (c) approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
 - (d) approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
 - (e) approving the Verification Notes.
3. Three certified true copies of the minutes of a meeting (or written resolutions) of the governing body of each of Ruixi Information Consulting, Naxin No.1, Naxin No.2 and Naxin No.3, approving and/or ratifying (as applicable), among other things, the execution of this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by it/he/she 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.
4. Three certified true copies of the Registrar's Agreement duly signed by the parties thereto.
5. Three signed originals of the signature pages to the Receiving Banks Agreement duly signed by the Company.
6. Three certified true copies of the current business license of the Company.
7. Three certified true copies of the Articles of Association which shall become effective upon the Listing Date.
8. Three certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current

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

9. Three signed originals or certified true copies of the service agreements or letters of appointment of each of the Directors.
10. Three signed originals or certified true copies of each of the responsibility letters and statements of interests signed by each of the Directors.
11. Three signed originals or certified true copies of each of the material contracts referred to in the section headed “Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contracts” in Appendix VI of the Prospectus (other than this Agreement) duly signed by the parties thereto.
12. Three certified true copies of the undertaking from each of the Single Largest Shareholder Group to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
13. Three certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

14. Three printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.
15. Three signed originals of the signature pages to Verification Notes for the Prospectus, duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys).
16. Three signed originals of the accountants’ report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
17. Three signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus.
18. Three signed originals of the letter(s) from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the Joint Sponsors, and in form and substance satisfactory to the Joint Sponsors, which letter(s) shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus and comment on the statement contained in the Prospectus as to the sufficiency of the Group’s working capital.
19. Three signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
20. Three signed originals of the legal opinion from the Company’s PRC Counsel, Jia Yuan Law Offices, dated the Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of PRC Laws.

21. Three signed originals of the legal opinions from the Company's Hong Kong Local Counsel, Jia Yuan Law Office, dated the Prospectus Date and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of Tele-Sight Technology International Limited, a subsidiary of the Company incorporated in Hong Kong.
22. Three signed originals of the letter from the Company's PRC Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter summarizes certain aspects of the law of the PRC referred to in Appendix IV to the Prospectus.
23. Three signed originals of the legal opinion from the Underwriters' PRC Counsel, Tian Yuan Law Office, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of PRC Laws.
24. Three signed originals of the legal memorandum from Trade Compliance Consultant, dated the Prospectus Date and addressed to the Company (with the Joint Sponsors copied), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of U.S. export controls, U.S. investment restrictions, and other recent China-U.S. trade policies.
25. Three signed originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
26. Three signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.
27. Three signed originals or certified true copies of the letter from each of the experts referred to in the section headed "5. Qualification and Consent of Experts" of Appendix VI to the Prospectus (except for the Joint Sponsors), dated the Prospectus Date, consenting to the issue of the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.
28. Three signed originals or certified true copies each of the certificate given by the relevant translator relating to the translation of the Hong Kong Public Offering Documents and the certificate issued by Formex Financial Press Limited as to the competency of such translator.
29. Three printed copies of the written confirmation from the Stock Exchange authorizing the registration of the Prospectus.
30. Three printed copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
31. Three printed copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
32. Three certified true copies of the Compliance Adviser Agreement.
33. Three signed originals or certified true copies of the profit forecast and working capital forecast memorandum adopted by the Board.

34. Three certified true copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.

Part B

1. Three signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
2. Three signed originals of the Regulation S comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the International Underwriters, 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 Offering Circular.
3. Three signed originals of the Regulation S bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form 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 Offering Circular.
4. Three signed originals of the bringdown legal memorandum from Trade Compliance Consultant, dated the Listing Date and addressed to the Company (with the Joint Sponsors copied), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of U.S. export controls, U.S. investment restrictions, and other recent China-U.S. trade policies.
5. Three signed originals of the bringdown legal opinion from the Company's PRC Counsel, Jia Yuan Law Offices, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of PRC Laws.
6. Three signed originals of the bringdown legal opinion from the Underwriters' PRC Counsel, Tian Yuan Law Office, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of PRC Laws.
7. Three signed originals of the legal opinions from the Company's Hong Kong Local Counsel, Jia Yuan Law Office, dated the Listing Date and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of Tele-Sight Technology International Limited, a subsidiary of the Company incorporated in Hong Kong.
8. Three signed originals of the Hong Kong closing legal opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
9. Three signed originals of the U.S. no registration legal opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

10. Three signed originals of the Hong Kong closing legal opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
11. Three signed originals of the U.S. no registration legal opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
12. Three signed originals of the signature pages to the Price Determination Agreement duly signed by the Company.
13. Three certified true copies or originals of the certificate signed by the officers of the Company, dated the Listing Date, and in the form set forth in Exhibit A to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
14. Three certified true copies or originals of the certificate signed by the finance director of the Company, dated the Listing Date, and in the form set forth in Exhibit B to the International Underwriting Agreement, covering, *inter alia*, financial, operating data and other information contained in each of the Prospectus, the Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.
15. Three certified true copies or originals of the certificate signed by the joint company secretaries of the Company, dated the Listing Date, and in the form set forth in Exhibit C to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
16. Three certified true copies of the minutes of a meeting (or written resolutions) of the Board (or a duly authorized committee thereof), approving and/or ratifying (as applicable), among other things, the determination of the Offer Price, the basis of allotment and the allotment and issue of Offer Shares to the allottees.
17. Three printed copies of the Form F (FFD004M) submitted by the Company on FINI.
18. Three printed copies of the letter from the Stock Exchange approving the listing of the H Shares.

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong 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 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 submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

**SCHEDULE 5
FORMAL NOTICE**

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

Name of Publication	Dates of Advertisement
Stock Exchange website	http://www.hkexnews.hk/
Company website	http://www.novosns.com/

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - (v) disclose transaction related information as required under paragraph 8.3A of the Code;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.
3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH
PARAGRAPHS 15.3A AND 15.3B OF THE CODE:**

1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than \$40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
- (ii) a corporation (other than a trust corporation referred to in paragraph (i)):
 - (A) having:
 - (I) a portfolio of not less than \$8 million; or
 - (II) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
 - (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
 - (I) a trust corporation specified in paragraph (i);
 - (II) an individual specified in Section 5(1) of the Professional Investor Rules;
 - (III) a corporation specified in this paragraph or paragraph (ii)(A);
 - (IV) a partnership specified in paragraph (iii);
 - (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or

(C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

and

(iii) a partnership having:

(A) a portfolio of not less than \$8 million; or

(B) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

(i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;

(ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:

(A) a statement of account or a certificate issued by a custodian;

(B) a certificate issued by an auditor or a certified public accountant;

(C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.

3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

(iv) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

(v) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

(vi) assess your knowledge of derivatives and characterize you based on your

knowledge of derivatives;

3.2 Client agreement

- (ii) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

- (vi) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (vii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
- (viii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (ix) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
- (x) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

- (iii) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (iv) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”). You will inform the Overall Coordinators promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- (i) an individual having a portfolio of not less than \$8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:
 - (A) a portfolio on the individual's own account;
 - (B) a portfolio on a joint account with the individual's associate;
 - (C) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;
 - (D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

- (A) the individual's share of the portfolio as specified in a written agreement among the account holders; or
- (B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

- (i) any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the individual.

- 2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - (i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
 - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
- 3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
- 4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and

Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 6.

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

SIGNED by WANG SHENGYANG)
for and on behalf of)
SUZHOU NOVOSENSE)
MICROELECTRONICS CO., LTD. (蘇州納)
芯微電子股份有限公司)

A handwritten signature in black ink, appearing to read 'Wang Shengyang', is written over a vertical line that extends downwards from the signature area.

SIGNED by **YONGREN CHEN**)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG)
SECURITIES LIMITED)
(for itself and as attorney for and on behalf of)
each of the other Hong Kong Underwriters))



SIGNED by RYAN ZHAO
for and on behalf of
CITIC SECURITIES (HONG KONG)
LIMITED

)
)
)
)

A handwritten signature in black ink, appearing to be 'Ryan Zhao', written in a cursive style.

SIGNED by **GILMAN SIU**)
for and on behalf of)
CCB INTERNATIONAL CAPITAL)
LIMITED)
(for itself and as attorney for and on behalf of)
each of the other Hong Kong Underwriters))

A handwritten signature in black ink, appearing to read "Gilman Siu", is written over the closing parentheses of the signature block.

SIGNED by **HEUNG LI**)
for and on behalf of)
CLSA LIMITED)
(for itself and as attorney for and on behalf of)
each of the other Hong Kong Underwriters))

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