独家业务合作协议

本独家业务合作协议（下称“**本协议**”）由以下各方于 2022 年 3 月 31 日在中华人民共和国（下称“**中国**”，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）福州市签订：

甲方： 福建健康之路健康科技有限公司
统一社会信用代码：91350102MA8U4KN44E
地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

乙方： 福建健康之路信息技术有限公司
统一社会信用代码：913501283154697436
地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

丙方： 张万能
身份证号码：330106196701150579

传课计算机系统（北京）有限公司
统一社会信用代码：91110108589117016Q
地址：北京市海淀区东北旺西路8号中关村软件园17号楼3层B区

上饶市国有资产经营集团有限公司
统一社会信用代码：91361100669789461B
地址：江西省上饶市信州区凤凰中大道667号

上海界佳投资管理中心（有限合伙）
统一社会信用代码：91310230MA1JX7689M
地址：上海市闸北区长安路1138号26A

福州健康之路投资中心（有限合伙）

统一社会信用代码：91350105MA2XXKC52D

地址：福建省福州市马尾区儒江东路78号滨江广场1#楼2层503室(自贸试验区内)

福州万家康健股权投资管理中心（有限合伙）

统一社会信用代码：91350102310635896N

地址：福建省福州市鼓楼区鼓东街道五四路162号新华福广场1#、2#连接体5层03-03

在本协议中，甲方、乙方和丙方以下各称为“一方”，统称为“各方”。

鉴于：

1. 甲方是一家在中国注册的外商投资企业，拥有提供技术推广服务，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，健康咨询服务（不含诊疗服务），广告制作，广告设计、代理，广告发布，体育用品及器材零售，体育用品及器材批发，体育用品设备出租，计算机软硬件及辅助设备批发，计算机软硬件及辅助设备零售，办公用品销售，电子产品销售，日用品销售，软件开发，化妆品批发，化妆品零售，个人卫生用品销售，企业管理，企业管理咨询，厨具卫具及日用杂品批发，厨具卫具及日用杂品零售，日用品批发，针纺织品销售，卫生洁具销售，会议及展览服务的能力、经验及必要资源；

2. 乙方是一家在中国注册的内资公司，经中国有关政府部门批准可以从事信息技术咨询服务，网络技术服务，远程健康管理服务，健康咨询服务（不含诊疗服务），互联网销售（除销售需要许可的商品），信息咨询服务（不含许可类信息咨询服务），广告制作，广告设计、代理，广告发布（非广播电台、电视台、报刊出版单位），以自有资金从事投资活动，第二类医疗器械销售，

体育用品及器材零售，体育用品及器材批发，体育用品设备出租，卫生用品和一次性使用医疗用品销售，计算机软硬件及辅助设备批发，计算机软硬件及辅助设备零售，网络设备销售，通讯设备销售，办公用品销售，电子产品销售，日用品销售，医疗设备租赁，网络与信息安全软件开发，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，信息系统集成服务，软件开发，网络设备制造，化妆品批发，化妆品零售，个人卫生用品销售，社会经济咨询服务，企业管理，教育咨询服务（不含涉许可审批的教育培训活动），厨具卫具及日用杂品批发，厨具卫具及日用杂品零售，日用品批发，针纺织品销售，卫生洁具销售，医学研究和试验发展，社会调查，会议及展览服务，其他文化艺术经纪代理，大数据服务，互联网数据服务（除依法须经批准的项目外，凭营业执照依法自主开展经营活动），出版物批发，出版物零售，出版物互联网销售，第二类增值电信业务，互联网信息服务，保健食品销售，食品经营（销售预包装食品），食品经营，食品经营（销售散装食品），医疗服务，依托实体医院的互联网医院服务，进出口代理，技术进出口等相关业务。乙方目前及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称“主营业务”；

3. 丙方是乙方的现有股东，合计持有乙方 100%股权；

4. 甲方同意利用其人力、技术、资源和信息优势，在本协议有效期内向乙方及乙方附属公司（以下简称“**附属公司**”，包括本协议附件一所述全部实体，及不时更新的且由乙方投资、控制的实体）提供有关主营业务全面的业务支持、综合技术服务、技术咨询及其他相关服务。各方同意乙方及乙方附属公司接受甲方或其指定方按本协议条款规定提供的该等独家服务。

据此，甲方、乙方及丙方经协商一致，达成如下协议：

1. 甲方服务提供

1.1 按照本协议规定的条款和条件，乙方和丙方在此委任甲方在本协议有

效期内作为乙方的独家服务提供商向乙方及其附属公司提供有关主营业务全面的业务支持、综合技术服务、技术咨询及其他服务，具体内容包括所有在乙方及其附属公司营业范围内由甲方不时决定的服务，包括但不限于以下内容：

1.1.1. 提供资产及业务经营方面的意见及建议；

1.1.2. 提供债权债务处置的意见及建议；

1.1.3. 提供重大合同商讨、签署及履行方面的意见及建议；

1.1.4. 提供收购兼并事宜的意见及建议；

1.1.5. 提供计算机系统、软件、产品的开发、维护与研究服务；

1.1.6. 提供人员岗前、在职管理培训服务；

1.1.7. 提供技术支持、技术开发、技术转让、技术咨询服务；

1.1.8. 提供公共关系服务；

1.1.9. 提供行业市场调查、研究、咨询服务；

1.1.10. 提供制定中短期市场发展，市场计划服务；

1.1.11. 提供人力资源管理和内部信息化管理、行政服务；

1.1.12. 提供网站/软件等的开发、安装、更新、升级与日常维护；

1.1.13. 开发和测试新产品；

1.1.14. 提供产品销售服务；

1.1.15. 设备、资产出租；

1.1.16. 软件、商标、专利、域名、技术秘密等各类知识产权的授权使用；及

1.1.17. 经甲方和乙方、乙方附属公司根据业务需求和提供服务的能力不时协商明确的其他服务事项。

1.2 乙方和丙方理解，甲方实际提供的服务受限于甲方经核准的经营范围；如乙方及其附属公司要求甲方提供的服务超出甲方经核准的经营范围，甲方将在法律允许的最大限度内申请扩大其经营范围，并在获准扩大其经营范围后提供相关服务。乙方应当，并促使乙方附属公司，根据其业务的实际需要与甲方确定上述内容范围内的服务。

1.3 乙方和丙方同意乙方及其附属公司接受甲方提供的咨询和服务。乙方和丙方进一步同意，除非经甲方事先书面同意，在本协议有效期内，就本协议规定事宜，乙方及其附属公司不得接受任何第三方提供的任何咨询和/或服务，并且不得与任何第三方进行合作。甲方可以指定其他方（该被指定方可以与乙方签署本协议第1.3条描述的某些协议）为乙方及其附属公司提供本协议项下的咨询和/或服务。乙方和丙方进一步同意，甲方有权想任何第三方转让其在本协议项下的权利和义务。

1.4 服务的提供方式

1.4.1. 甲方和乙方同意在本协议有效期内各方可以直接或通过其各自的关联方签订其他技术服务协议和咨询服务协议，对特定

技术服务和咨询服务的具体内容、方式、人员以及收费等进行约定。

1.4.2. 为履行本协议，甲方和乙方同意在本协议有效期内各方可以直接或通过其各自的关联方签订知识产权（包括但不限于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关知识产权。

1.4.3. 为履行本协议，甲方和乙方同意在本协议有效期内各方可以直接或通过其各自的关联方签订设备、资产或厂房租赁协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关设备、资产或厂房。

1.4.4. 为确保乙方及其附属公司日常业务的政策运营，甲方可以（但非必须）根据自身判断并在中国法律、法规允许的前提下，作为乙方及其附属公司与任何第三方签署的与其业务有关的合同、协议项下的担保人和/或保证人，为履行该等合同、协议提供担保。乙方和丙方在此一致同意并确认，若其需要为乙方及其附属公司在开展业务过程中为履行任何合同或借款提供任何担保，应首先寻求甲方作为担保人和/或保证人。

1.5 鉴于本协议第1.1条的规定，为明确各方间的权利义务，保证甲方向乙方及其附属公司提供的服务约定能得以实际履行，且为保证甲方与乙方及其附属公司之间各项业务服务协议（如有）的履行以及乙方及其附属公司对甲方各项应付价款的支付，乙方及丙方在此同意，除非获得甲方的事先书面同意，乙方及其附属公司将不会进行任何可能实质影响其资产、义务、权利或公司经营的交易，包括但不限于：

1.5.1. 进行任何超出其正常经营范围的活动或非以与过去一致和通常的方式经营其业务；

1.5.2. 发行、增加或减少任何注册资本、股份、股票、债券（包括可转换债券）或其他证券；

1.5.3. 新增、变更或终止任何员工激励计划或方案；

1.5.4. 变更董事会组成方式、董事人数及董事提名和任免的方式或设立董事会下设委员会；

1.5.5. 变更或罢免任何董事或撤换任何高级管理人员（包括但不限于总经理/副总经理、财务总监、各项业务负责人、财务管理人员、财务监控人员及会计人员等）；

1.5.6. 进行任何对外投资（无论是通过设立或组建子公司、分支机构、合伙企业或合资企业）或对现有对外投资的剥离、退出或转让；

1.5.7. 向任何第三方借款或承担任何债务；

1.5.8. 向任何第三方出售或获取或以其他方式处理任何金额超过人民币50万元资产或权利，包括但不限于任何知识产权；

1.5.9. 为任何董事、员工或顾问提供每年超过人民币1,000万元的薪资或待遇（包括实物补偿和津贴）；

1.5.10. 因乙方及乙方下属机构的债务向任何第三方提供价值超过人民币3,000万元的担保或保证，包括以其资产或权益所设立的担保；

1.5.11. 非因乙方及乙方下属机构的债务向任何第三方提供担保或

保证，包括以其资产或权益所设立的担保；

1.5.12. 对章程进行任何修改；

1.5.13. 改变正常的业务程序或修改任何重大的内部规章制度；

1.5.14. 对其业务经营模式、市场营销策略、经营方针或客户关系作出重大调整；

1.5.15. 进行任何合并、分立、改制、重组；

1.5.16. 签署、变更或终止任何重大协议，或签署任何与现有重大协议相冲突的任何其他协议；

1.5.17. 以任何形式进行红利、股息的分配；

1.5.18. 宣布破产、资不抵债、进行清算并分配剩余资产；

1.5.19. 聘任、解聘或变更除四大会计师事务所之外的其他主体作为审计师，改变财务年度或税收会计年度的终止时间或制定、更改会计政策和会计制度；及

1.5.20. 向任何第三方转让本协议项下的权利义务。

进一步地，在发生任何对乙方和/或乙方附属公司的业务及其经营产生或可能产生重大不利影响的情形时，乙方应且丙方应促使乙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

1.6 为保证甲方与乙方及其附属公司之间各项服务的履行以及乙方及其附属公司对甲方各项款项的支付：

1.6.1. 乙方及丙方特此同意，并保证促使乙方附属公司同意，接受甲方不时向乙方及其附属公司提供的有关员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，并予以严格遵守和执行；

1.6.2. 乙方及丙方特此同意，并保证促使乙方附属公司同意，其将按照法律法规和章程规定的程序选举甲方指定的人选担任乙方及其附属公司的董事，并促使该等当选的董事按照甲方推荐的人选选举公司董事长，并委任由甲方指定的人员作为乙方及其附属公司的总经理/副总经理、财务总监及其他高级管理人员。甲方应当善意地向乙方及其附属公司推荐符合适用法律规定的任职资格的人选。上述甲方推荐的高级管理人员若离开甲方或甲方的股东（包括直接或间接）（视情况而定），无论是自愿离职或是被甲方解聘，均将同时失去在乙方及其附属公司担任任何职务的资格。在此情况下，乙方及其附属公司将委任甲方推荐的其他受聘于甲方或甲方的股东（包括直接或间接）（视情况而定）的高级管理人员担任该等职务。丙方、乙方及其附属公司将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以完成上述解聘和聘任程序；

1.6.3. 甲方有权定期及随时核查乙方及其附属公司的账目，乙方及其附属公司应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并在不违反适用法律的情况下，乙方同意并保证促使乙方附属公司同意，配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及其附属公司的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。

1.7 乙方和丙方在此同意，且保证促使乙方附属公司同意，一旦甲方提出书面要求，其将以届时所有的应收账款和/或其所有合法拥有并可以处分的其他资产，以届时法律所允许的方式，作为其履行本协议第2.1条规定的服务费的支付义务的担保。乙方和丙方在此同意，并保证促使乙方附属公司同意，乙方及其附属公司将在本协议有效期内始终保持拥有其经营所需的完整的经营证照，以及充分的权利和资质在中国境内经营其目前正在从事的业务。

1.8 未经甲方事先书面同意，乙方及其附属公司不得进行承包经营、租赁经营、合并、分立、联营、股份制改造或其它变更经营方式和产权结构的安排，或以转让、出让、作价入股或其它方式处分乙方或乙方附属公司全部或实质部分资产或权益。

1.9 当乙方或乙方附属公司因各种原因进行清算或解散时，丙方、乙方及乙方附属公司应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理乙方的财产。丙方及乙方确认，当乙方及乙方附属公司发生清算或解散时，无论本第1.9条的上述约定是否能够得到执行，丙方和乙方同意将各自依照中国法律法规对乙方及其附属公司进行清算所取得的全部剩余财产交付甲方。

1.10 乙方和丙方在此同意，并保证促使乙方附属公司同意，未经甲方书面同意，其不得签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他协议或安排。

1.11 为确保服务接受方业务运营的现金流需求或为抵消业务运营中累积的损失，甲方同意其应在中国法律允许的范围内由其自身或通过其指定的其他方向服务接受方提供财务支持。甲方或其指定的其他方可以以银行委托贷款或借贷的方式向接受服务方提供财务支持。

2. 服务费的计算和支付方式

2.1 各方同意，甲方根据其向乙方提供的技术服务的工作量及商业价值及根据以下因素合理确定，并根据各方商定的价格向乙方出具账单，乙方应当按照账单规定的日期及账单金额向甲方支付相应的咨询服务费。服务费金额相当于乙方及其附属公司的全部可分配利润（经扣除以往年度亏损（如有），法定预留或预扣的成本、开支、税费及支出等费用）。甲方有权随时根据其向乙方提供咨询服务的数量和内容调整咨询服务费的标准。

2.1.1 服务的复杂程度及难度；

2.1.2 甲方雇员的级别和提供该等服务所需的时间；

2.1.3 服务的具体内容、范围和商业价值；

2.1.4 相同种类服务的市场参考价格；及

2.1.5 乙方的经营情况。

2.2 乙方应及时向甲方提供上年度的财务报表及为出具财务报表所需的一切经营记录、业务合同和财务资料。如果甲方对乙方提供之财务资料提出质疑，可委派信誉良好的独立会计师对有关资料进行审计。乙方应予以配合。

3. 知识产权和保密条款

3.1 甲方对履行本协议而产生、创造或开发的任何和所有权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他，无论其是由甲方还是由乙方开发的，均享有独有、独立、排他和完整的和所有权上的权利和权益（在中国

法律不禁止的范围内）。除非经甲方明确授权，对于甲方为提供本协议下的服务而使用的属于甲方的知识产权，乙方不享有任何权益。为确保甲方在本条下的权利，如果必要，乙方应签署所有适当的文件，采取所有适当的行动，递交所有申请和备案，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权和无形资产的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利和无形资产的保护（包括将该知识产权权利和无形资产登记在甲方名下）。

3.2 各方确认，有关本协议、本协议内容以及其就准备或履行本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

4. 陈述和保证

4.1 甲方陈述和保证如下：

4.1.1. 甲方是按照中国法律合法注册并有效存续的一家公司。甲方或其指定的服务提供方将在根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照（若需）。

4.1.2. 甲方签署并履行本协议是在其法人资格及其经营范围之内；甲方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且不违反对甲方有约束力或影响的法律或其他限制。

4.1.3. 本协议构成甲方的合法、有效和有约束力的义务，该义务依本协议之条款可强制执行。

4.2 乙方及丙方陈述和保证如下：

4.2.1. 乙方是按照中国法律合法注册并有效存续的一家公司，经中国有关政府机关批准可以从事信息技术咨询服务，网络技术服务，远程健康管理服务，健康咨询服务（不含诊疗服务），互联网销售（除销售需要许可的商品），信息咨询服务（不含许可类信息咨询服务），广告制作，广告设计、代理，广告发布（非广播电台、电视台、报刊出版单位），以自有资金从事投资活动，第二类医疗器械销售，体育用品及器材零售，体育用品及器材批发，体育用品设备出租，卫生用品和一次性使用医疗用品销售，计算机软硬件及辅助设备批发，计算机软硬件及辅助设备零售，网络设备销售，通讯设备销售，办公用品销售，电子产品销售，日用品销售，医疗设备租赁，网络与信息安全软件开发，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，信息系统集成服务，软件开发，网络设备制造，化妆品批发，化妆品零售，个人卫生用品销售，社会经济咨询服务，企业管理，教育咨询服务（不含涉许可审批的教育培训活动），厨具卫具及日用杂品批发，厨具卫具及日用杂品零售，日用品批发，针纺织品销售，卫生洁具销售，医学研究和试验发展，社会调查，会议及展览服务，其他文化艺术经纪代理，大数据服务，互联网数据服务（除依法须经批准的项目外，凭营业执照依法自主开展经营活动），出版物批发，出版

物零售，出版物互联网销售，第二类增值电信业务，互联网信息服务，保健食品销售，食品经营（销售预包装食品），食品经营，食品经营（销售散装食品），医疗服务，依托实体医院的互联网医院服务，进出口代理，技术进出口等相关业务。

4.2.2. 乙方及/或丙方签署并履行本协议是在其法人资格及其经营范围之内；乙方及/或丙方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且不违反对乙方及/或丙方有约束力或影响的法律或其他限制。

4.2.3. 本协议构成乙方及/或丙方的合法、有效和有约束力的义务，并应针对其可强制执行。

5. 生效和有效期

5.1 本协议于文首标明的日期签署并应自该日期起生效。本协议长期有效，直至甲方或被指定人根据独家购买权合同（由甲方、乙方及丙方于2022年3月31日签订）完成收购乙方的全部股权及/或全部资产之日终止。

5.2 如果在本协议有效期内，任何一方的经营期限届满之前，该方应及时续展其经营期限，并尽最大努力获得主管部门对续展的批准并完成登记，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准，则本协议应于该方经营期限届满之时终止。

5.3 本协议签署后，各方应每三个月对本协议做一次审查，以决定是否根据当时的实际情况对本协议的规定作出修改或补充。

6. 适用法律和争议解决

6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应适用中国法律。

6.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方提出通过协商解决争议的要求后30天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

6.3 在中国法律允许及适当情况下，仲裁庭可以依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方股权或资产的救济措施和责令乙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和乙方主要资产所在地的法院均应被视为具有管辖权。

6.4 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

7. 补偿

7.1 若乙方实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成乙方在本协议下的违约。甲方有权要求乙方补正或采取补救措施。如在甲方向乙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理

期限内）乙方仍未补正或采取补救措施，则甲方有权自行决定（1）终止本协议，并要求乙方给予全部的损害赔偿；或者（2）要求强制履行乙方在本协议项下的义务，并要求乙方给予全部的损害赔偿。本条不妨碍甲方在本协议下任何其他权利。

7.2 对于甲方应乙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方均应补偿给甲方，并使甲方不受该等损害，除非该等损失、损害、责任或费用是因甲方的严重疏忽或故意的不当行为而产生的。

8. 不可抗力

8.1 若由于地震、台风、洪水、火灾、流行病、战争、暴乱、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（下称“**不可抗力**”），而致使本协议任何一方不能履行、不能完全履行或延迟履行本协议时，则受上述不可抗力影响的一方不对此承担责任。但该受影响的一方须立即毫不迟延地向另外一方发出书面通知，并须在发出该书面通知后十五（15）天内向另外一方提供不可抗力事件的详情和相关证明文件，解释其此种不能履行、不能完全履行或需要迟延履行的原因。

8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当的证明，其不得免于其因不能履行、不能完全履行或延迟履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。

8.3 不可抗力发生时，各方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

9. 通知

9.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

9.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达；

9.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

9.2 为通知的目的，各方地址如下：

甲方：

福建健康之路健康科技有限公司

地址： 福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人： 张万能

电话： 13375918080

乙方：

张万能

地址： 福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人： 张万能

电话： 13375918080

传课计算机系统（北京）有限公司

地址： 北京市海淀区上地十街 10 号百度大厦

收件人： 宋宁

电话： 13051169575

上饶市国有资产经营集团有限公司

地址：　江西省上饶市信州区凤凰中大道 667 号

收件人：　谭定胜

电话：　13970308405

上海界佳投资管理中心（有限合伙）

地址：　上海市崇明区长兴镇潘园公路 1800 号 3 号楼 1735 室（上海泰和经济发展区）

收件人：　严丽隽

电话：　13564247060

福州健康之路投资中心（有限合伙）

地址：　福建省福州市马尾区儒江东路 78 号江滨广场 1#楼 2 层 503 室（自贸试验区内）

收件人：　张万能

电话：　13375918080

福州万家康健股权投资管理中心（有限合伙）

地址：　福建省福州市鼓楼区鼓东街道五四路 162 号新华福广场 1#、2#连接体 5 层 03-03

收件人：　刘奇志

电话：　13906908906

丙方：

福建健康之路信息技术有限公司

地址：　福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人：　张万能

电话：　13375918080

9.3 任何一方可按本条规定的方式随时给另一方发出通知来改变其接收通知的地址。

10. 其他

10.1 协议的转让

10.1.1. 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

10.1.2. 乙方在此同意，除非适用法律另有明确规定，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。

10.2修订、更改与补充

10.2.1. 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。

10.2.2. 由于甲方之控股公司于成为上市公司后将受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》（下称“上市规则”）及相关上市科政策、上市决策及指引的规定，如本协议的交易未能符合上市规则及相关上市科政策、上市决策及指引的有关规定，则在合理可行且不违反中国法律的情况下，本协议各方需就香港联合交易所或其他监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合上市规则及相关上市科政策、上市决策及指引以及相关监管机构意见的要求。

10.3完整合同

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

10.4标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

10.5语言

本协议以中文书就，一式捌(8)份，每一方各持一份，每份具有同等法律效力。

10.6可分割性

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

10.7继任者

本协议对各方各自的继任者和该等各方所允许的受让方应具有约束力并应对其有利。

10.8终止

10.8.1. 除非依据本协议的有关条款续期，本协议应于期满之日终止。

10.8.2. 本协议有效期内，除非甲方对乙方、丙方有严重疏忽或存在欺诈行为，乙方、丙方不得在期满之日前终止本协议。但是，甲方应有权在任何时候通过提前30天向乙方发出书面通知终止本协议。

10.9继续有效

10.9.1. 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

10.9.2. 第3条、第6条、第7条、第9条和本第10.9条的规定在本协议终止后应继续有效。

10.10 弃权

任何一方均可以对本协议的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）

签署：

姓名：张万能

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

乙方：福建健康之路信息技术有限公司

（盖章）

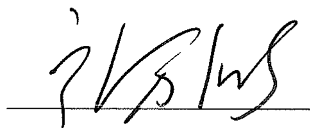
签署：

姓名：张万能

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：张万能

签署：

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：传课计算机系统（北京）有限公司

（盖章）

签署：

姓名：崔珊珊

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：上饶市国有资产经营集团有限公司

（盖章）

签署：

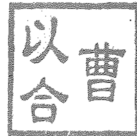
姓名：胡保才

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：上海界佳投资管理中心（有限合伙）

（盖章）



签署：曹以合

姓名：曹以合

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：福州健康之路投资中心（有限合伙）

（盖章）

签署：

姓名：张万能

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：福州万家康健股权投资管理中心（有限合伙）

（盖章）

签署：______________

姓名：刘奇志

职务：执行事务合伙人

附件一　　　　　　　　　　附属公司

序号	公司名称	统一社会信用代码	股权结构
1.	福建健康之路健康管理有限公司	913501006719181032	福建健康之路信息技术有限公司持有100%股权
2.	银川无边界互联网医院有限公司	91640100MA7718RA7H	福建健康之路信息技术有限公司持有100%股权

2

独家购买权合同

本独家购买权合同（下称“**本合同**”）由下列各方于2022年3月31日在中华人民共和国（下称“**中国**”，为本合同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）福州市签订：

甲方： 福建健康之路健康科技有限公司

统一社会信用代码：91350102MA8U4KN44E

地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

乙方： 张万能

身份证号码：330106196701150579

传课计算机系统（北京）有限公司

统一社会信用代码：911101085891170160

地址：北京市海淀区东北旺西路8号中关村软件园17号楼3层B区

上饶市国有资产经营集团有限公司

统一社会信用代码：91361100669789461B

地址：江西省上饶市信州区凤凰中大道667号

上海界佳投资管理中心（有限合伙）

统一社会信用代码：91310230MA1JX7689M

地址：上海市闸北区长安路1138号26A

福州健康之路投资中心（有限合伙）

统一社会信用代码：91350105MA2XXKC52D

地址：福建省福州市马尾区儒江东路78号滨江广场1#楼2层503室(自贸试验区内)

福州万家康健股权投资管理中心（有限合伙）

统一社会信用代码：91350102310635896N

地址：福建省福州市鼓楼区鼓东街道五四路 162 号新华福广场 1#、2# 连接体 5 层 03-03

丙方： 福建健康之路信息技术有限公司

统一社会信用代码：913501283154697436

地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

在本合同中，甲方、乙方和丙方以下各称“**一方**”，合称“**各方**”。

鉴于：

截至本合同签署日，乙方合计持有丙方 100%的股权权益（“**乙方股权**”）；

现各方经友好协商一致，就甲方或指定的第三人购买乙方所持丙方股权事宜，达成如下协议，以兹共同遵守：

1. 股权买卖

1.1 授予权利

乙方在此不可撤销地、无条件地独家授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本合同第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人(各称为“**被指定人**”)从乙方购买其所持有的丙方的全部或部分股权的一项专有权(“**股权购买权**”)。除甲方和被指定人外，任何第三人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本合同所规定的“**人**”指个人、公司、合营企业、合伙企业、信托或非公司组织。

1.2 行使步骤

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知(“**股权购买通知**”，内容及格式见附件一)，股权购买通知应载明以下事项：(a)甲方关于行使股权购买权的决定，及被指定人的名称（若有）；(b)甲方或被指定人拟从乙方购买的股权份额(“**被购买股权**”)及价格；(c)被购买股权的购买日/转让日；和(d)双方就被购买股权达成合意并办理完相关股权转让之必要手续的时限。

1.3 股权买价

除非甲方行权时中国法律或法规要求评估外，被购买的股权的买价(“**股权买价**”)应是法律允许的最低价格或甲方同意的任何价格。

1.4 转让被购买股权

甲方每次行使股权购买权时：

1.4.1 乙方应促使丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

1.4.2 乙方应与甲方和/或(在适用的情况下)被指定人按照本合同及股权购买通知的规定，为每次转让签订股权转让合同（下称“**转让合同**”，内容及格式见附件二）；

1.4.3 乙方应在收到股权购买通知后三十（30）日或甲方在股权购买通知中合理要求的时限内，与有关各方应签署所有其他必要合同、协议或文件，取得全部必要的政府执照和许可，并完成所有必要登记、备案手续及采取所有必要行动，在不附带任何担保权益的

情况下，将被购买股权的有效所有权转移给甲方和/或被指定人，并促使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本合同的目的，“**担保权益**”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权保留或其他担保安排等；但为了明确起见，不包括在本合同、乙方股权质押合同项下产生的任何担保权益。本款及本合同所规定的“**乙方股权质押合同**”指甲方、乙方和丙方于本合同签署之日签订的股权质押合同及对其的任何修改、修订或重述，根据乙方股权质押合同，乙方为担保丙方履行丙方与甲方签订的独家业务合作协议项下的义务，而向甲方质押其在丙方持有的全部股权。

2. 承诺

2.1 有关丙方的承诺

乙方（作为丙方的股东）和丙方在此承诺：

2.1.1 未经甲方事先书面同意，不以任何形式补充、更改或修订丙方章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，审慎地及有效地经营其业务和处理其事务，并履行其在独家业务合作协议项下的义务；

2.1.3 未经甲方的事先书面同意，不在本合同签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何资产（有形或无形）、业务或超过人民币100万元的收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担；

2.1.4 未经甲方事先书面同意，不发生、继承、保证或允许存在任何债务，但(i)在正常业务过程中而不是通过贷款产生的债务，和(ii)已向甲方披露并得到甲方书面同意的债务除外；

2.1.5 一直在正常业务过程中经营丙方的所有业务，以保持丙方的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；

2.1.6 未经甲方事先书面同意，不得促使丙方签订任何重大合同，但在正常业务过程中签订的合同及丙方与甲方的境外母公司或甲方境外母公司直接或间接控制的附属公司订立的合同除外(就本段而言，如果一份合同的价值超过人民币100万元，即被视为重大合同)；

2.1.7 未经甲方事先书面同意，不得促使丙方向任何人提供贷款、信贷或任何类型的抵押、质押，或允许第三方对丙方的资产或股权设立抵押、质押；

2.1.8 应甲方要求，向其提供所有关于丙方的营运和财务状况的资料；

2.1.9 如甲方提出要求，应从甲方同意的保险公司处购买和持有有关丙方资产和业务的保险，该保险的金额和险种应与经营类似业务的公司一致；

2.1.10 未经甲方事先书面同意，不得促使或允许丙方与任何人合并或联合，或对任何人进行收购或投资；

2.1.11 未经甲方事先书面同意，丙方不得清算、解散或注销；

2.1.12 应将发生的或可能发生的与丙方资产、业务或收入有关的任何诉讼、仲裁或行政程序立即通知甲方，并根据甲方的合理要求采取必要的措施；

2.1.13 为保持丙方对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

2.1.14 未经甲方事先书面同意，应确保丙方不得以任何形式派发股息予其股东，但一经甲方书面要求，丙方应立即将所有可分配利润分配给其股东；

2.1.15 应甲方要求，应委任由其指定的任何人士担任丙方的董事、监事及或高级管理人员；及

2.1.16 未经甲方书面同意，丙方不得从事任何与甲方或甲方的关联公司相竞争的业务。

2.2 乙方的承诺

乙方在此承诺：

2.2.1 未经甲方事先书面同意，乙方不得出售、转让、抵押或以其他方式处置其拥有的丙方的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据乙方股权质押合同在该股权上设置的质押则除外；

2.2.2 乙方应促使丙方股东会和/或董事会不批准在未经甲方事先书面同意的情况下，出售、转让、抵押或以其他方式处置乙方拥有的丙方的股权的任何合法或受益权益，或允许在其上设置任何担保

权益的产权负担，但根据乙方股权质押合同在该股权上设置的质押则除外；

2.2.3 乙方应促使丙方股东会或董事会不批准在未经甲方事先书面同意的情况下，与任何人合并或联合，或对任何人进行收购或投资；

2.2.4 乙方应将发生的或可能发生的关于其拥有的丙方的股权的任何诉讼、仲裁或行政程序立即通知甲方，并促使丙方根据甲方的合理要求采取必要的措施；

2.2.5 乙方应促使丙方股东会或董事会表决其批准本合同规定的被购买股权的转让并采取甲方可能要求的任何及所有其他行动；

2.2.6 为保持其对丙方的股权的所有权，乙方应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

2.2.7 应甲方要求，乙方应委任由其指定的任何人士出任丙方的董事、监事及或高级管理人员；

2.2.8 应甲方随时要求，乙方应根据本合同项下的股权购买权向甲方和/或被指定人立即和无条件地转让其在丙方的股权，并且乙方在此放弃其对丙方的另一现有股东进行股权转让的优先购买权（如有）；

2.2.9 如乙方从丙方获得任何利润分配、股息、分红、或清算所得，经甲方要求，乙方应以中国法律允许的方式将该利润、股息、分红、或清算所得及时支付至甲方或甲方指定的任何人；及

2.2.10 乙方应严格遵守本合同及乙方、丙方与甲方共同或分别签订的其他合同的规定，履行本合同及其他合同项下的义务，并不进行可

能影响其有效性和可强制执行性的任何作为/不作为。如果乙方对于本合同项下或本合同各方签署的乙方股权质押合同项下或以甲方为受益人而授予的授权委托协议项下的股权拥有任何剩余权利，除非根据甲方书面指示，否则乙方不得行使该等权利。

3. 陈述和保证

乙方和丙方特此在本合同签署之日和被购买的股权的每一个转让日向甲方共同及分别陈述和保证如下：

3.1 其有权签订和交付本合同和任何转让合同，并履行其在本合同和任何转让合同项下的义务。乙方和丙方同意在甲方行使股权购买权时，签署与本合同条款一致的转让合同。本合同和其是一方的转让合同构成或将构成其合法、有效及具有约束力的义务并应按照其条款对其可强制执行；

3.2 乙方和丙方已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本合同；

3.3 无论是本合同或任何转让合同的签署和交付还是本合同或任何转让合同项下的义务均不会：(i)导致对中国的任何适用法律的任何违反；(ii)与丙方章程、规章或其他组织文件相抵触；(iii)导致对其是一方或对其有约束力的任何合同或文书的违反，或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约；(iv)导致对向其任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反；或(v)导致向其任何一方颁发的任何执照或许可的中止或撤销或施加附加条件；

3.4 乙方对其在丙方拥有的股权拥有合法、完整、良好和可出售的所有权。除乙方股权质押合同外，乙方在该等股权上没有设置任何担保权益；

3.5 丙方是根据中国法律合法设立并有效存续的公司，丙方对其所有资产拥有合法、完整、良好和可出售的所有权，并且在上述资产上没有设置任何担保权益；

3.6 丙方没有任何未偿还债务，但(i)在正常业务过程中发生的债务，及(ii)已向甲方披露并得到甲方书面同意的债务除外；及

3.7 没有悬而未决的或可能发生的与在丙方的股权、丙方资产或丙方有关的诉讼、仲裁或行政程序。

4. 生效日

本合同应于各方签署本合同之日生效，至甲方或被指定人根据本合同的约定行使其选择权而获得了丙方 100%股权后或甲方就解除本合同向其他方发出书面通知 30 日后终止。

5. 适用法律和争议解决

5.1 适用法律

本合同的签署、生效、解释、履行、修改和终止以及本合同项下争议的解决应适用中国正式公布并可公开得到的法律。对于中国正式公布并可公开得到的法律的未尽事宜，应适用国际法律原则和惯例。

5.2 争议的解决方法

如果因解释和履行本合同发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求向其他各方提出通过协商解决争议的要求后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁

规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

在中国法律允许及适当情况下，仲裁庭可以依照本合同项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方股权或丙方资产的救济措施和责令丙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和丙方主要资产所在地的法院均应被视为具有管辖权。

因解释和履行本合同而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本合同项下的其他权利并履行各自在本合同项下的其他义务。

6. 税款和费用

每一方均应根据中国法律，就编制和签署本合同和转让合同以及完成本合同和转让合同项下规定的交易，支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、开支和费用。

7. 通知

7.1 根据本合同所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

7.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达。

7.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

7.2 为通知的目的，各方地址如下：

甲方：

福建健康之路健康科技有限公司

地址： 福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人： 张万能

电话： 13375918080

乙方：

张万能

地址： 福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人： 张万能

电话： 13375918080

传课计算机系统（北京）有限公司

地址： 北京市海淀区上地十街 10 号百度大厦

收件人： 宋宁

电话： 13051169575

上饶市国有资产经营集团有限公司

地址：　　江西省上饶市信州区凤凰中大道 667 号

收件人：　谭定胜

电话：　　13970308405

上海界佳投资管理中心（有限合伙）

地址：　　上海市崇明区长兴镇潘园公路 1800 号 3 号楼 1735 室（上海泰和经济发展区）

收件人：　严丽隽

电话：　　13564247060

福州健康之路投资中心（有限合伙）

地址：　　福建省福州市马尾区儒江东路 78 号江滨广场 1#楼 2 层 503 室（自贸试验区内）

收件人：　张万能

电话：　　13375918080

福州万家康健股权投资管理中心（有限合伙）

地址：　　福建省福州市鼓楼区鼓东街道五四路 162 号新华福广场 1#、2#连接体 5 层 03-03

收件人：　刘奇志

电话：　　13906908906

丙方：

福建健康之路信息技术有限公司

地址：　　福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人：　张万能

电话：　　13375918080

8. 保密责任

各方确认，其就本合同而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本合同项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本合同承担法律责任。无论本合同以任何理由终止，本条应继续有效。

9. 进一步保证

各方同意迅速签署为执行本合同的各项规定和目的而合理需要的或对其有利的文件，以及采取为执行本合同的各项规定和目的而合理需要的或对其有利的进一步行动。

10. 违约责任

若乙方或丙方实质性违反本合同项下的任何一项约定，或不履行、不完全履行或迟延履行本合同项下的任何一项义务，即构成乙方或丙方（视情况而定）在本合同下的违约。甲方有权要求乙方或丙方补正或采取补救措施。如在甲方向乙方或丙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理期限内）乙方或丙方（视情况而定）仍未补正或采取补救措施，则甲方有权自行决定 (1) 终止本合同，并要求乙方或丙方（视情况而定）给予全部的损害赔偿；或者 (2) 要求强制履行乙方或丙方（视情况而定）在本合同项下的义务，并要求乙方或丙方（视情况而定）给予全部的损害赔偿。本条不妨碍甲方在本合同下任何其他权利。

11. 其他

11.1. 修订、更改与补充

11.1.1. 对本合同作出的任何修订、更改与补充，均须经所有各方签署书面协议。

11.1.2. 由于甲方之控股公司于成为上市公司后将受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》（下称“上市规则”）及相关上市科政策、上市决策及指引的规定，如本合同的交易未能符合上市规则及相关上市科政策、上市决策及指引的有关规定，则在合理可行且不违反中国法律的情况下，本合同各方需就香港联合交易所或其他监管机构所发布的法律法规或监管意见修改本合同以使得本合同符合上市规则及相关上市科政策、上市决策及指引以及相关监管机构意见的要求。

11.2. 完整合同

除了在本合同签署后所作出的书面修订、补充或更改以外，本合同应构成本合同各方就本合同标的物所达成的完整协议，并应取代在此之前就本合同标的物所达成的所有口头和书面的协商、陈述和合同。

11.3. 标题

本合同的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本合同的规定的含义。

11.4. 语言

本合同以中文书就，一式捌(8)份，每一方各持一份，每份具有同等法律效力。

11.5. 可分割性

如果本合同有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本合同其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

11.6. 继任者

本合同对各方各自的继任者和该等各方所允许的受让方应具有约束力并应对其有利。

11.7. 继续有效

11.7.1. 本合同期满或提前终止前因本合同而发生的或到期的任何义务在本合同期满或提前终止后应继续有效。

11.7.2. 第 5 条、第 7 条、第 8 条和本第 11.7 条的规定在本合同终止后应继续有效。

11.8. 弃权

任何一方均可以对本合同的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）

签署：________________

姓名：[张万能]

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：张万能

签署：

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：传课计算机系统（北京）有限公司

（盖章）

签署：

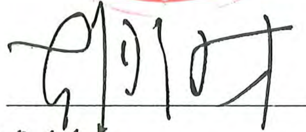
姓名：法定代表人 徐珊珊

职务：

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：上饶市国有资产经营集团有限公司

（盖章）

签署：

姓名：胡保财

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：上海界佳投资管理中心（有限合伙）

（盖章）

签署：

姓名：曹以合

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：福州健康之路投资中心（有限合伙）

（盖章）

签署：________________

姓名：张万能

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：福州万家康健股权投资管理中心（有限合伙）

（盖章）

签署：

姓名：刘奇志

职务：执行事务合伙人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

丙方：福建健康之路信息技术有限公司

（盖章）

签署：________________

姓名：张万能

职务：法定代表人

附件一 股权购买通知

致：福建健康之路信息技术有限公司各股东及福建健康之路信息技术有限公司

鉴于本公司于[•]年[•]月[•]日与贵方签署了一份《独家购买权合同》，约定在中国相关法律法规允许的条件下，贵方应根据本公司的要求，向本公司或本公司指定的受让人出售贵方在福建健康之路信息技术有限公司中持有的股权。

因此，本公司特此向贵方发出本通知如下：

本公司兹要求行使《独家购买权合同》项下的选择权，以人民币[•]元的价格，由本公司/本公司指定的受让人[•]拟于[•]年[•]月[•]日购买阁下持有的、占福建健康之路信息技术有限公司注册资本[•]%的股权（下称"**拟受让股权**"）。请贵方在收到本通知后[•]日内，立即依据《独家购买权合同》的约定，办理完向本公司/本公司指定的受让人出售所有拟受让股权之必要手续。

福建健康之路健康科技有限公司（章）

签署：

姓名：[•]

职务：[•]

日期：[•]

附件二　　　　　　　　　　股权转让合同[1]

本股权转让合同（下称“**本合同**”）由以下双方于[•]年[•]月[•]日在[•]订立：

转让方：　传课计算机系统（北京）有限公司，统一社会信用代码为91110108589117016Q

受让方：　[•]，统一社会信用代码为[•]

以上双方经友好协商，就股权出让事宜达成协议如下：

1. 转让方同意将所持的福建健康之路信息技术有限公司 12.7713%股权（下称“**标的股权**”）以 2200 万元人民币转让给受让方，受让方同意受让该标的股权。

2. 标的股权转让完成后，转让方不再享有该标的股权的股东权利和承担该标的股权的股东义务，受让方享有标的股权的股东权利和承担标的股权的股东义务。

3. 本合同未尽事宜，可由双方签署补充协议另行约定。

4. 本合同自双方签署之日起生效。

5. 本合同一式[•]份，双方各持一份，其他用于办理工商变更手续。

转让方：传课计算机系统（北京）有限公司
签署/盖章：

受让方：
签署/盖章：

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[1] 适用于传课计算机系统（北京）有限公司

股权转让合同[2]

本股权转让合同（下称"**本合同**"）由以下双方于[•]年[•]月[•]日在[•]订立：

转让方：　[•]，身份证号码/统一社会信用代码为[•]

受让方：　[•]，统一社会信用代码为[•]

以上双方经友好协商，就股权出让事宜达成协议如下：

1. 转让方同意将所持的福建健康之路信息技术有限公司[•]%股权（下称"**标的股权**"）以[•]元人民币转让给受让方，受让方同意受让该标的股权。

2. 标的股权转让完成后，转让方不再享有该标的股权的股东权利和承担该标的股权的股东义务，受让方享有标的股权的股东权利和承担标的股权的股东义务。

3. 本合同未尽事宜，可由双方签署补充协议另行约定。

4. 本合同自双方签署之日起生效。

5. 本合同一式[•]份，双方各持一份，其他用于办理工商变更手续。

转让方：
签署/盖章：

受让方：
签署/盖章：

[2] 适用于福建健康之路信息技术有限公司股东（传课计算机系统（北京）有限公司除外）

股权质押合同

本股权质押合同 (下称“**本合同**”) 由下列各方于 2022 年 3 月 31 日在中华人民共和国（下称“中国”，为本合同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）福州市签订：

甲方： 福建健康之路健康科技有限公司（下称“**质权人**”）

统一社会信用代码：91350102MA8U4KN44E

地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

乙方： 张万能

身份证号码：330106196701150579

传课计算机系统（北京）有限公司

统一社会信用代码：91110108589117016Q

地址：北京市海淀区东北旺西路8号中关村软件园17号楼3层B区

上饶市国有资产经营集团有限公司

统一社会信用代码：91361100669789461B

地址：江西省上饶市信州区凤凰中大道667号

上海界佳投资管理中心（有限合伙）

统一社会信用代码：91310230MA1JX7689M

地址：上海市闸北区长安路1138号26A

福州健康之路投资中心（有限合伙）

统一社会信用代码：91350105MA2XXKC52D

地址：福建省福州市马尾区儒江东路 78 号滨江广场 1#楼 2 层 503 室(自贸试验区内)

福州万家康健股权投资管理中心（有限合伙）

统一社会信用代码：91350102310635896N

地址：福建省福州市鼓楼区鼓东街道五四路162号新华福广场1#、2#连接体5层03-03

（以下合称为"**出质人**"）

丙方： 福建健康之路信息技术有限公司

统一社会信用代码为 913501283154697436

地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

在本合同中，质权人、出质人和丙方以下各称"**一方**"，合称"**各方**"。

鉴于：

1. 出质人均为中国公民或在中国注册的企业，截至本合同签署日，合计拥有丙方 100%的股权。丙方是一家在中国注册的从事信息技术咨询服务，网络技术服务，远程健康管理服务，健康咨询服务（不含诊疗服务），互联网销售（除销售需要许可的商品），信息咨询服务（不含许可类信息咨询服务），广告制作，广告设计、代理，广告发布（非广播电台、电视台、报刊出版单位），以自有资金从事投资活动，第二类医疗器械销售，体育用品及器材零售，体育用品及器材批发，体育用品设备出租，卫生用品和一次性使用医疗用品销售，计算机软硬件及辅助设备批发，计算机软硬件及辅助设备零售，网络设备销售，通讯设备销售，办公用品销售，电子产品销售，日用品销售，医疗设备租赁，网络与信息安全软件开发，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，信息系统集成服务，软件开发，网络设备制造，化妆品批发，化妆品零售，个人卫生用品销售，社会经济咨询服务，企业管理，教育咨询服务（不含涉许可审批的教育培训活动），厨具卫具及日用杂品批发，厨具卫具及日用杂品零售，日用品批发，针纺织品销售，卫

生洁具销售，医学研究和试验发展，社会调查，会议及展览服务，其他文化艺术经纪代理，大数据服务，互联网数据服务（除依法须经批准的项目外，凭营业执照依法自主开展经营活动），出版物批发，出版物零售，出版物互联网销售，第二类增值电信业务，互联网信息服务，保健食品销售，食品经营（销售预包装食品），食品经营，食品经营（销售散装食品），医疗服务，依托实体医院的互联网医院服务，进出口代理，技术进出口等相关业务的有限责任公司。丙方承认出质人和质权人在本合同项下各自的权利和义务并同意提供任何必要的协助登记该质权；

2. 质权人是一家在中国注册的外商独资企业。质权人和丙方于本合同签署之同日签订了独家业务合作协议（定义如下）；质权人与出质人、丙方签订了独家购买权合同（定义如下）；质权人与出质人签署了授权委托协议（定义如下）；

3. 为了保证丙方和出质人履行独家业务合作协议、独家购买权合同和授权委托协议项下的义务，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权合同和授权委托协议项下的义务做出质押担保。

因此：

为履行独家业务合作协议的规定，各方共同同意按照以下条款签订本合同。

1. <u>定义</u>

除非本合同另有规定，下列词语应具有如下含义：

1.1 "**质权**"应指出质人根据本合同第2条授予质权人的担保权益，即质权人以股权的转让、拍卖或出售价款优先受偿的权利。

1.2 "**股权**"应指出质人目前在丙方中合法持有的全部100%股权。

1.3 “**质押期限**”应指本合同第 3 条规定的期限。

1.4 “**交易文件**”：指丙方与质权人于 2022 年 3 月 31 日签订的独家业务合作协议（“独家业务合作协议”）；出质人、丙方与质权人于 2022 年 3 月 31 日签订的独家购买权合同（“独家购买权合同”）；出质人与质权人于 2022 年 3 月 31 日签订的授权委托协议（“授权委托协议”），以及对前述文件的任何修改、修订和/或重述。

1.5 合同义务：指出质人在独家购买权协议、授权委托协议和本合同项下所负的所有义务；丙方在独家业务合作协议、独家购买权合同和本合同项下所负的所有义务。

1.6 担保债务：指质权人因出质人和/或丙方在交易文件下的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失。该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测、丙方在独家业务合作协议项下应支付的服务费用、在交易文件下的违约赔偿及相关费用，及质权人为强制出质人和/或丙方执行其合同义务而发生的所有费用。

1.7 “**违约事件**”应指本合同第 7 条列明的任何情况。

1.8 “**违约通知**”应指质权人根据本合同发出的宣布违约事件的通知。

2. 质权

2.1 出质人兹同意将其持有的丙方股权按照本合同的约定出质给质权人作为履行合同义务和偿还担保债务的担保。丙方兹同意出质人按照本合同的约定将质押股权出质给质权人。

2.2 在质权人事先书面同意的情况下，出质人方可对丙方增资。出质人

因对公司增资而在公司注册资本中增加的出资额亦属于质押股权，各方应为此签订进一步的质押协议，并为增加的出资额办理质押登记。

3. 质押期限

3.1 质权应自其向丙方所在地的工商行政管理部门（下称“**登记机关**”）登记时生效。各方同意，在本合同签署当日，各方应依据《工商行政管理机关股权出质登记办法》向登记机关提出股权出质设立登记申请。各方进一步同意，在登记机关正式受理股权出质登记申请之日起三十（30）个工作日内，办理完全部股权出质登记手续、获得登记机关颁发的登记通知书，并由登记机关将股权出质事宜完整、准确地记载于股权出质登记簿上。出质人和丙方应当按照中国法律法规和有关工商行政管理机关的各项要求，提交所有必要的文件并办理所有必要手续，保证质权在递交申请后尽快获得登记。

3.2 质押期限自其登记于丙方所属的市场监督管理部门之日起设立，至所有主合同均已履行完毕时，或质权人在中国法律允许的前提下决定按照独家购买权合同购买出质人所持的丙方全部股权和/或资产时终止（下称“**质押期限**”）。在质押期限内，如丙方未按独家业务合作协议支付独家咨询或服务费，质权人应有权但无义务按本合同的规定处置该质权。

4. 股权记录的保管

4.1 在本合同规定的质押期限内，出质人应在本合同签订起一周内将股权出资证明书及记载质权的股东名册交付质权人保管。质权人应在本合同规定的整个质押期限期间一直保管该等文件。

4.2 在质押期限内，质权人应有权收取股权所产生的股息。

5. 出质人和丙方的陈述和保证

出质人和丙方特此在本合同签署之日向甲方共同及分别陈述和保证如下：

5.1 出质人是股权的唯一合法和受益所有人。

5.2 出质人和丙方均具有全部的权力、能力和授权以签订和交付本合同，并履行其在本合同下的义务。本合同一旦签署即构成出质人和丙方合法、有效及具有约束力的义务，并可按照其条款对其强制执行。

5.3 除质权之外，出质人未在股权上设置任何担保权益或其他产权负担。

5.4 本合同的签署、交付和履行均不会：(i)导致违反任何有关的中国法律；(ii)与丙方章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违反向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件。

6. 出质人和丙方的承诺和进一步同意

6.1 在本合同有效期期间，出质人和丙方特此共同和分别向质权人承诺：

6.1.1 除履行由出质人、质权人和丙方于本合同签署之同日签订的独家购买权合同外，未经质权人事先书面同意，出质人不得转让股权或其任何部分、设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担；丙方不得同意或协助前述行为；

6.1.2 出质人和丙方应遵守和执行有关质押的所有适用法律法规的规

定，并将可能对质权人对股权或其任何部分的权利具有影响的任何事件或收到的通知、指令或建议、以及可能对产生于本合同中的出质人的任何保证及其他义务具有影响的任何事件或出质人收到的通知、指令或建议立即通知质权人，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述。

6.2 出质人同意，质权人按本合同取得的对质权的权利不得被出质人或出质人的任何继承人或代表或任何其他人通过法律程序中断或妨害。

6.3 出质人向质权人保证，为保护或完善本合同对合同义务和担保债务的担保，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人所要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人所要求的行为，并为本合同赋予质权人之权利、授权的行使提供便利，与质权人或其指定的人(自然人/法人)签署所有的有关质押股权所有权的文件，并在合理期间内向质权人提供其认为需要的所有的有关质权的通知、命令及决定。

6.4 出质人特此向质权人承诺，将遵守和履行本合同项下的所有保证、承诺、协议、陈述及条件。如出质人未能或部分履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此导致的所有损失。

7. 违约事件

7.1 下列情况均应被视为违约事件：

7.1.1 丙方未能足额支付独家业务合作协议项下应付的咨询和服务费或者违反丙方在该协议项下的任何其他义务；

7.1.2 出质人在本合同第 5 条所作的任何陈述或保证含有严重失实陈述或错误，和/或出质人违反本合同第 5 条的任何保证；

7.1.3 出质人和丙方未能按第 3.1 条中的规定完成登记机关的股权质权登记；

7.1.4 出质人和丙方违反本合同的任何规定；

7.1.5 除第 6.1.1 条中明确规定外，出质人转让或意图转让或放弃质押的股权或者未经质权人书面同意而让予质押的股权；

7.1.6 出质人本身对任何第三方的贷款、保证、赔偿、承诺或其他债务责任(1)因出质人违约被要求提前偿还或履行；或(2)已到期但不能如期偿还或履行；

7.1.7 使本合同可强制执行、合法和生效的政府机构的任何批准、执照、许可或授权被撤回、中止、失效或有实质性更改；

7.1.8 适用法律的颁布使本合同非法或使出质人不能继续履行其在本合同项下的义务；

7.1.9 出质人所拥有的财产出现不利变化，致使质权人认为出质人履行其在本合同项下义务的能力已受到影响；

7.1.10 丙方的继承人或托管人只能部分履行或拒绝履行独家业务合作协议项下的支付责任；及

7.1.11 质权人不能或可能不能行使其对质权享有权利的任何其他情况。

7.2 一经知悉或发现第 7.1 条所述的任何情况或可能导致上述情况的任何事件已经发生，出质人应立即相应地书面通知质权人。

7.3 除非本第 7.1 条所列明的违约事件已经在令质权人满意的情况下得到完满解决，否则质权人可以在违约事件发生时或发生后的任何时候向出质人发出书面违约通知，要求出质人立即支付独家业务合作协议项下到期应付的所有未偿清付款及所有其他到期应向质权人支付的款项，和/或按本合同第 8 条的规定处置质权。

8. 质权的行使

8.1 在独家业务合作协议所述的咨询和服务费足额支付前，未经质权人书面同意，出质人不得转让质权或在丙方的股权。

8.2 质权人行使质权时，应向出质人发出书面违约通知。

8.3 受限于第 7.3 条的规定，质权人可在按第 8.2 条发出违约通知的同时或在发出违约通知之后的任何时候行使执行质权的权利。

8.4 质权人有权在根据第 8.2 条发出违约通知后，行使其根据中国法律、交易文件及本合同条款而享有的全部违约救济权利，包括但不限于按照法定程序以本合同项下质押的全部或部分股权的转让、拍卖或出售价款优先受偿，直到将独家业务合作协议项下到期应付的所有未偿清付款及所有其他到期应付给质权人的付款抵偿完毕。质权人对其合理行使该等权利和权力造成的任何损失不负责任。

8.5 质权人有权选择同时或先后行使其享有的任何违约救济。质权人在行使本合同项下的以质押股权折价或拍卖、变卖质押股权所得款项优先受偿的权利前，无须先行使其他违约救济。

8.6 质权人有权以书面方式指定其律师或其他代理人行使其质权，出质人或丙方对此均不得提出异议。

8.7 当质权人依照本合同处置质权时，出质人和丙方应提供必要的协助，

以使质权人能够根据本合同执行质权。

9. 转让

9.1 未经质权人事先书面同意，出质人和丙方不得转让或转授其在本合同项下的权利和义务。

9.2 本合同应对出质人及其继任人（包括继承质押股权的）和经许可的受让人均有约束力，并且应对质权人及其每一继任人和受让人有效。

9.3 在任何时候，质权人均可以将其在独家业务合作协议项下的任何及所有权利和义务转让给其指定人（自然人/法人），在该情况下，受让人应享有和承担质权人在本合同项下的权利和义务，如同其是本合同的原始一方一样。当质权人转让独家业务合作协议项下的权利和义务时，应质权人要求，出质人应签署有关协议或与该等转让有关的其他文件。

9.4 如果因转让而导致质权人变更，应质权人要求，出质人应与新的质权人按与本合同相同的条款和条件签订一份新的质押合同，并在相应的工商行政管理机关进行登记。

9.5 出质人应严格遵守本合同和本合同各方或其中任何一方共同或单独签署的其他合同的规定，包括独家购买权合同和授予质权人的授权委托协议，履行在本合同和其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对在本合同项下质押的股权的任何余下的权利。

10. 终止

10.1 在独家业务合作协议项下的咨询和服务费足额支付之后，以及在丙

方于独家业务合作协议项下的义务终止之后，本合同应终止，并且质权人应在合理切实可行范围内尽快终止本合同，并配合出质人办理注销在丙方的股东名册内所作的股权质押的登记以及办理在相关工商行政管理部门的质押注销登记。

10.2 本合同第12、13条和本第10.2条的规定在本合同终止后继续有效。

11. 手续费及其他费用

与本合同有关的所有费用及实际开支，包括但不限于律师费、工本费、印花税以及任何其他税收和费用均应由丙方承担。如果适用法律要求质权人须承担若干有关税收和费用，出质人应促使丙方全额偿还质权人已支付的税收和费用。

12. 保密责任

各方确认，有关本合同、本合同内容及其就本合同而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本合同项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本合同承担法律责任。无论本合同以任何理由终止，本条应继续有效。

13. 适用法律和争议解决

13.1 本合同的签署、生效、解释和履行，以及本合同项下争议的解决应

适用中国正式公布并可公开得到的法律。对于中国正式公布并可公开得到的法律的未尽事宜，应适用国际法律原则和惯例。

13.2 如果因解释和履行本合同的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方向其他各方提出通过协商解决争议的要求后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

13.3 在中国法律允许及适当情况下，仲裁庭可以依照本合同项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对股权或丙方资产的救济措施和责令丙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和丙方主要资产所在地的法院均应被视为具有管辖权。

13.4 因解释和履行本合同而发生任何争议或任何争议正在进行仲裁时，除争议事项外，本合同各方应继续行使其各自在本合同项下的权利并履行其各自在本合同项下的义务。

14. 通知

14.1 根据本合同所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为

有效送达的日期应按如下方式确定：

14.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达。

14.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

14.2 为通知的目的，各方地址如下：

甲方：

福建健康之路健康科技有限公司

地址： 福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人： 张万能

电话： 13375918080

乙方：

张万能

地址： 福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人： 张万能

电话： 13375918080

传课计算机系统（北京）有限公司

地址： 北京市海淀区上地十街 10 号百度大厦

收件人： 宋宁

电话： 13051169575

上饶市国有资产经营集团有限公司

地址： 江西省上饶市信州区凤凰中大道 667 号

收件人： 谭定胜

电话： 13970308405

上海界佳投资管理中心（有限合伙）

地址：　　　　上海市崇明区长兴镇潘园公路 1800 号 3 号楼 1735 室（上海泰和经济发展区）

收件人：　　　严丽隽

电话：　　　　13564247060

福州健康之路投资中心（有限合伙）

地址：　　　　福建省福州市马尾区儒江东路 78 号江滨广场 1#楼 2 层 503 室（自贸试验区内）

收件人：　　　张万能

电话：　　　　13375918080

福州万家康健股权投资管理中心（有限合伙）

地址：　　　　福建省福州市鼓楼区鼓东街道五四路 162 号新华福广场 1#、2#连接体 5 层 03-03

收件人：　　　刘奇志

电话：　　　　13906908906

丙方：

福建健康之路信息技术有限公司

地址：　　　　福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人：　　　张万能

电话：　　13375918080

15. <u>分割性</u>

如果本合同有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本合同其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取

以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

16. 附件

本合同所列附件应为本合同不可分割的组成部分。

17. 生效

17.1 本合同应于各方签署本合同之日生效。本合同的任何修订、更改和补充均应书面作出，并且在经各方签字或盖章并完成政府登记程序（如适用）后生效。

17.2 本合同以中文书就，一式拾(10)份。出质人、质权人和丙方应各持一份，剩余份数留作于登记机关办理股权质押登记之用。本合同每份均具有同等的效力。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）

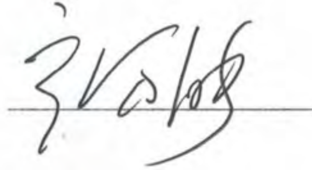
签署：

姓名：张方能

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：张万能

签署：

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：

传课计算机系统（北京）有限公司

（盖章）

签署：

姓名：崔珊珊

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：

上饶市国有资产经营集团有限公司

（盖章）

签署：

姓名：胡保才

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：

上海界佳投资管理中心（有限合伙）

（盖章）

签署：曹以合

姓名：曹以合

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：

福州健康之路投资中心（有限合伙）

（盖章）

签署：

姓名：张万能

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：

福州万家康健股权投资管理中心（有限合伙）

（盖章）

签署：____________________

姓名：刘奇志

职务：执行事务合伙人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

丙方：

福建健康之路信息技术有限公司

（盖章）

签署：

姓名：张万能

职务：法定代表人

附件：

1. 出资证明书

2 福建健康之路信息技术有限公司股东名册

附件一(A)

出资证明书

特此证明张万能（身份证号：330106196701150579）拥有福建健康之路信息技术有限公司 34.6650%的股权，此 34.6650%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：

姓名：张万能

2022 年 3 月 31 日

附件一(B)

出资证明书

特此证明传课计算机系统（北京）有限公司（统一社会信用代码：91110108589117016Q）拥有福建健康之路信息技术有限公司 12.7713%的股权，此 12.7713%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：

姓名：张万能

职务：法定代表人

2022 年 3 月 31 日

附件一(C)

出资证明书

特此证明上饶市国有资产经营集团有限公司（统一社会信用代码：91361100669789461B）拥有福建健康之路信息技术有限公司 2.67%的股权，此 2.67%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：

姓名：张万能

职务：法定代表人

2022 年 3 月 31 日

附件一(D)

出资证明书

特此证明上海界佳投资管理中心（有限合伙）（统一社会信用代码：91310230MA1JX7689M）拥有福建健康之路信息技术有限公司 1.0157%的股权，此 1.0157%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：____________

姓名：张万能

职务：法定代表人

2022 年 3 月 31 日

附件一(E)

出资证明书

特此证明福州健康之路投资中心（有限合伙）（统一社会信用代码：91350105MA2XXKC52D）拥有福建健康之路信息技术有限公司 46.3717%的股权，此 46.3717%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：

姓名：张万能

职务：法定代表人

2022 年 3 月 31 日

附件一(F)

出资证明书

特此证明福州万家康健股权投资管理中心（有限合伙）（统一社会信用代码：91350102310635896N）拥有福建健康之路信息技术有限公司 2.5063%的股权，此 2.5063%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：

姓名：张万能

职务：法定代表人

2022 年 3 月 31 日

附件二　　　　福建健康之路信息技术有限公司股东名册

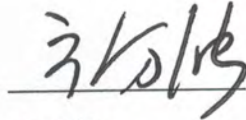
2022年3月31日

股东姓名	身份证号/统一社会信用代码	出资额（万元/人民币）	出资比例	股权质押
张万能	330106196701150579	5,767.61	34.6650%	张万能将其持有的福建健康之路信息技术有限公司34.6650%的股权质押给福建健康之路健康科技有限公司。
传课计算机系统（北京）有限公司	91110108589117016Q	2,124.902	12.7713%	传课计算机系统（北京）有限公司将其持有的福建健康之路信息技术有限公司12.7713%的股权质押给福建健康之路健康科技有限公司。
上饶市国有资产经营集团有限公司	91361100669789461B	444.2383	2.67%	上饶市国有资产经营集团有限公司将其持有的福建健康之路信息技术有限公司2.67%的股权质押给福建健康之路健康科技有限公司。
上海界佳投资管理中心（有限合伙）	91310230MA1JX7689M	169	1.0157%	上海界佳投资管理中心（有限合伙）将其持有的福建健康之路信息技术有限公司1.0157%的股权质押给福建健康之路健康科技有限公司。
福州健康之路投	91350105MA2X	7715.39	46.3717%	福州健康之路投资中心（有

资中心（有限合伙）	XKC52D			限合伙）将其持有的福建健康之路信息技术有限公司46.3717%的股权质押给福建健康之路健康科技有限公司。
福州万家康健股权投资管理中心（有限合伙）	91350102310635896N	417	2.5063%	福州万家康健股权投资管理中心（有限合伙）将其持有的福建健康之路信息技术有限公司2.5063%的股权质押给福建健康之路健康科技有限公司。

福建健康之路信息技术有限公司股东名册签署页

公司：福建健康之路信息技术有限公司

签署：

姓名：张万能

职务：法定代表人

授权委托协议

本授权委托协议（下称"**本协议**"）由以下双方于 2022 年 3 月 31 日在中国福州市签订：

甲方： 福建健康之路健康科技有限公司

统一社会信用代码：91350102MA8U4KN44E

地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

乙方： 张万能

身份证号码：330106196701150579

传课计算机系统（北京）有限公司

统一社会信用代码：911101085891170160Q

地址：北京市海淀区东北旺西路8号中关村软件园17号楼3层B区

上饶市国有资产经营集团有限公司

统一社会信用代码：91361100669789461B

地址：江西省上饶市信州区凤凰中大道667号

上海界佳投资管理中心（有限合伙）

统一社会信用代码：91310230MA1JX7689M

地址：上海市闸北区长安路1138号26A

福州健康之路投资中心（有限合伙）

统一社会信用代码：91350105MA2XXKC52D

地址：福建省福州市马尾区儒江东路78号滨江广场1#楼2层503室(自贸试验区内)

福州万家康健股权投资管理中心（有限合伙）

统一社会信用代码：91350102310635896N

地址：福建省福州市鼓楼区鼓东街道五四路162号新华福广场1#、2#连接体5层03-03

在本协议中，甲方和乙方以下各称"**一方**"，合称"**双方**"。

鉴于：

截至本协议签署之日，乙方合计持有福建健康之路信息技术有限公司（"**福建健康之路**"）100%的股权权益（"**乙方股权**"）。

现双方协商一致，达成如下协议：

乙方就乙方股权，特此不可撤销地授权甲方及甲方的指定人士（包括但不限于甲方之境外控股公司 HealthyWay Inc.的董事、该等董事的继任人及取代等董事的清盘人，但不包括非独立人士或可能产生利益冲突的人士）在本协议有效期内代表乙方行使如下权利：

甲方及甲方的指定人士特此被授权作为乙方唯一及排他的代理人和受权人就有关乙方股权的所有事项代表乙方行事，包括但不限于：

1. 根据福建健康之路的章程提议召开股东会会议，参加福建健康之路的股东会并签署相关股东会决议和会议记录；

2. 行使按照中国法律和福建健康之路的章程规定的乙方所享有的所有股东权利和股东表决权；

3. 处理乙方股权（全部或任何一部分）的出售、转让、质押或处置，包括但不限于代表乙方签署所有必要的股权转让文件、其他处置乙方股权的文件和办理所有必要手续；

4. 作为代理人向相关政府主管机关或其他监管机构递交任何需由福建健康之路股东递交的文件；

5. 作为福建健康之路股东的分红权（包括收取和拒绝分红的权利）、出售或转让乙方持有的福建健康之路全部或部分股权及/或资产、在福建健康之路清算后取得剩余财产的分配权利；

6. 在福建健康之路遭遇清算或解散时，组成清算组并依法行使清算组在清算期间享有的职权，包括但不限于管理福建健康之路的资产；

7. 依法查阅福建健康之路的股东会会议决议、执行董事决定和监事决定、记录及财务会计报表、报告；

8. 代表乙方提名、选举、指定、任命和罢免福建健康之路的法定代表人（董事长）、董事、监事、首席执行官、总经理、财务总监以及其他高级管理人员；

9. 批准修改福建健康之路的公司章程；以及

10. 作为福建健康之路股东所享有的其他一切权利（包括但不限于按照法律和公司章程所享有的所有权利）。

在不限制本协议授予权力的一般性的原则下，甲方及甲方指定人士应根据本协议拥有权力及被授权，代表乙方签署独家购买权合同（乙方应要求作为合同一方）中规定的转让合同，并履行乙方作为合同一方的与本协议同日签署的股权质押合同和独家购买权合同的条款。

甲方及甲方指定人士作出的与乙方股权有关的所有行为均应视为乙方自己的行为，签署的所有文件均应视为由乙方签署。乙方特此承认和批准甲方及甲方指定人士作出的该些行为和/或文件。

甲方有权自行酌情决定，向任何其他人士或实体转授权或转让其与上述事项有关的权利，而不必事先通知乙方或获得乙方同意。如果中国法律有要求，甲方应指派适格的中国公民处理本协议中的事项和行使本协议中的权利。

在乙方为福建健康之路的股东期间，本协议及本协议项下的授权是附有权益、应为不可撤销的，并自本协议签署之日起持续有效。

在本协议有效期期间，乙方特此放弃已经通过本协议授权给甲方及甲方指定人士的与乙方股权有关的所有权利，并且不得自行行使该等权利。

在本协议有效期期间，乙方特此承诺不会采取可能与甲方或其直接或间接股东存在利益冲突的任何行动。倘发生此等利益冲突（而甲方可全权决定该类利益冲突有否发生），乙方将在不抵触中国法律的前提下，采取任何经甲方指示之行动从而消除该等利益冲突。为免疑问，本协议不应视作为授权乙方或其他非独立或可能引致利益冲突的人士行使本协议授权范围内的权利。

本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应适用中国法律。

如果因解释和履行本协议发生任何争议，双方应首先通过友好协商解决争议。如果在任何一方向另一方提出通过协商解决争议的要求后 30 天之内双方未能就该等争议的解决达成一致意见，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

在中国法律允许及适当情况下，仲裁庭可以依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方股权或福建健康之路资产的救济措施和责令福建健康之路进行清算的裁决。在中国法律

允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和福建健康之路主要资产所在地的法院均应被视为具有管辖权。

因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

本协议以中文书就，一式柒(7)份，每一方各持一份，福建健康之路留存一份，每份具有同等法律效力。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

甲方：　　福建健康之路健康科技有限公司

签署：________________

姓名：　　张万能

职务：　　法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方：　　**张万能**

签署：

姓名：　　张万能

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方：　　传课计算机系统（北京）有限公司

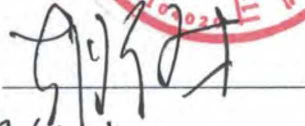
签署：________________

姓名：崔珊珊

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方：　　上饶市国有资产经营集团有限公司



签署：

姓名：胡保才

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方： 上海界佳投资管理中心（有限合伙）

签署：曹以合

姓名：曹以合

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方：　　福州健康之路投资中心（有限合伙）

签署：

姓名：张万能

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方：福州万家康健股权投资管理中心（有限合伙）

签署：

姓名：刘奇志

职务：执行事务合伙人

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投资合作协议

甲方：
甲方一：福建健康之路信息技术有限公司（“健康之路”）
统一社会信用代码：913501283154697436
注册地址为：福州市鼓楼区软件大道89号福州软件园F区3号楼22层
法定代表人：张万能

甲方二：福建健康之路健康科技有限公司（“WFOE公司”）
统一社会信用代码：91350102MA8U4KN44E
注册地址为：福建省福州高新区乌龙江中大道7号创新园二期17号楼12层1264
法定代表人：张万能

甲方三：HealthyWay Inc.（健康之路股份有限公司 ，“拟上市主体”）
公司编号为：293863
住址：At the offices of Floor 4, Willow House, Cricket Square P.O. Box 2804, Grand Cayman KY1-1112, Cayman Islands

乙方：
乙方一：福建健明堂大药房连锁有限公司（“目标公司”）
法定代表人：李井夫
住所：福建省福州市鼓楼区软件大道89号福州软件园F区4号楼9层903室

乙方二：福建健明医药科技集团有限公司（“健明医药”）
法定代表人：李井夫
住所：福建省福州市鼓楼区软件大道89号福州软件园F区4号楼第9、10、12层

鉴于：

1. 健康之路股份有限公司 HealthyWay Inc. 系在开曼群岛注册成立并拟在香港上市的公司，至本协议签署时发行了16,6381,400股股份；

2. 福建健康之路信息技术有限公司注册在福建省福州市的有限责任公司，本协议签署时，注册资本为16,6381,400元；

3. 福州健康之路投资中心（有限合伙）是福建健康之路信息技术有限公司的员工持股平台，本协议签署时持有福建健康之路信息技术有限公司46.3717%股权；

For and on behalf of Healthy 健康之路

4. 福建健康之路健康科技有限公司系在VIE架构下由健康之路股份有限公司HealthyWay Inc.投资设立的中国境内WFOE公司，即通过VIE协议控制福建健康之路信息技术有限公司的主体；

5. 张万能系福建健康之路信息技术有限公司、福建健康之路健康科技有限公司、健康之路股份有限公司 HealthyWay Inc.的实际控制人。

6. 甲方及与甲方存在关联关系的各主体，拟通过采取符合中华人民共和国境内及境外法律法规规定方式，以VIE架构模式最终实现健康之路股份有限公司 HealthyWay Inc.（或最终实际上市主体）上市。

甲乙双方就甲方拟通过股权转让和增资扩股的方式对乙方进行投资事宜进行了友好磋商并达成共识，根据中华人民共和国的法律法规，就本次投资各方达成协议如下，以资共同遵守。

第一条 定义

除非文中另有约定，本协议中的下列术语应做如下解释：

1. 甲方应指福建健康之路健康科技有限公司、福建健康之路信息技术有限公司及于开曼注册的拟上市主体Healthy Inc.健康之路股份有限公司。

2. 乙方应指目标公司福建健明堂大药房连锁有限公司及其全资控股股东福建健明医药科技集团有限公司。

3. 货币单位应指人民币元。

第二条 投资合作的前提条件

1. 在乙方协助下令甲方满意地完成对公司业务、财务及法律的尽职调查；

2. 该交易取得所有相关的同意和批准，包括乙方内部和其它第三方的批准，甲方的投资委员会批准、所有相关监管团体及政府部门的批准；

3. 乙方无重大不利变化，不存在未向甲方披露的诉讼、仲裁、行政处罚及潜在纠纷；

4. 乙方未在标的股权上设定或承诺设定质押等权利负担，或在其资产上设立或承诺设立任何权利负担，或处置其重大资产，或对外承担重大债务，但日常业务经营中的权利设定、处置及负债除外；

第三条 投资方案

1. 第一步：健明医药以664.77万元人民币（1500 * 44.318% = 664.77）对价向甲方转让目标公司44.318%股权，股权转让款在本投资协议签订后2日内支付。

2. 第二步：本协议签订3日内，甲方向目标公司增资204.55万元，获得12%目标公司股权（204.55/(1500+204.55)=12%），从而使甲方最终获得目标公司51%股权（12% + 44.318% * 88% = 51%）。

3. 本次投资完成后，甲方公司有权委派管理人员进驻目标公司进行日常经营管理工作。乙方应负责维持原经营管理团队的稳定，同时协助甲方进行运营管理工作。乙方应促使原运营管理团队应严格按照《公司法》以及国家有关法律法规规定，尽其商业上合理建立健全公司法人治理结构和现代企业制度，增强公司的独立性，严格规范公司的关联交易、同业竞争、对外担保和对外投资等事宜，履行竞业禁止及不竞争的法定义务，规范运作。

4. 本次股权交易旨在双方形成院内患者服务与院外处方交付的业务协同和业务闭环，本次股权交易完成后，双方应创造一切条件促使该目标达成。健康之路向标的公司在福建省排他性给予互联网医疗服务赋能（包括但不限于）：

(1) 健明大药房植入健康之路互联网医院服务

(2) 健康之路公众号接入健明大药房

(3) 健康之路医疗服务上架健明大药房

(4) 按内部成本广告导流

(5) 处方业务涉及外延药房优先选择健明大药房

(6) 线上线下运营服务融合

5. 乙方承诺目标公司不存在未向甲方披露的未结诉讼、纠纷及债权债务，若发现则由健明医药负全部责任。

6. 本股权交易完成后，甲方同意按双方共识的发展战略，与乙方按持股比例共同加大投入，加快福建省内 DTP 药房的发展布局，力争 2023 年新开 10 家以上 DTP 药房，实现 1.5 亿元以上的药品零售收入。

第四条 保护性条款

目标公司发生以下主要事项需要经甲方提名董事投票确认：

1. 业务范围、本质和/或业务活动重大改变；

2. 并购和处置（包括购买及处置）超过 200 万元的主要资产（不含药品销售）；

3. 任何关于商标及知识产权的购买、出售、租赁、及其他处置事宜；

4. 批准发展计划和年度预算/业务计划或就已批准年度业务计划做重大修改；

5. 向银行单笔贷款额超过 300 万元或年累计 600 万元的额外债务（经含甲方董事的董事会批准的用于公司日常业务开展的对外借款额度内的债务除外）；

6. 对外提供担保或贷款（经含甲方董事的董事会批准的用于公司日常业务开展的对外担保额度内的或有债务除外）；

7. 将改变或变更任何股东的权利、义务或责任，或稀释任何股东的所有权比例的任何诉讼；

8. 提起或和解金额超过 50 万元的任何重大法律诉讼；

9. 设立超过 200 万元的子公司、合资企业、合伙企业或对外投资；

10. 超过经董事会批准的年度预算 10%的资本性支出（经董事会批准的年度预算额度外）；

11. 聘任或解聘公司总经理等高级管理人员；

12. 制订或修改员工股权激励计划；

13. 公司利润分配方案。

第五条 甲方的权利

1. 优先认购权

目标公司若后续进行新增注册资本、可转债等任何形式的股权（份）融资（公开发行股票除外），在同等条件下，甲方有权按其实际持股股权比例享有优先认购权。

2. 优先购买权和优先出售权

健明医药在向第三方出售其所直接或间接持有的目标公司股权时，甲方享有在同样条件下的按其实际持股比例的优先购买权。如果该等优先购买权未被行使，甲方享有在同样条款下优先于健明医药出售同比例股权的权利，健明医药应当促使预期买方同意该等优先出售。

3. 甲方应拥有对目标公司检查和获取信息的权利，包括但不限于查看目标公司和其子公司、分支机构的财务账簿和记录的权利。

第六条 乙方的义务

自正式投资协议签署生效之日起，在甲方持有公司股权期间，乙方应履行以下义务：

1. 目标公司应在月度、季度结束后【15】天内向甲方提供财务报告，在年度结束后【20】天内向甲方提供财务报告包括资产负债表、损益表、现金流量表和财务状况说明书。在年度结束后【90】天内向甲方提供经由会计师事务所审计的上年度财务报告，并在年度结束后【60】天内向甲方提交次年度的营运计划、财务预算和投资计划。

2. 目标公司应就重大事项或可能对目标公司造成潜在义务的事项及时通知甲方，包括目标公司进行的法律诉讼和其他可能的债务。重大事项包括但不限于以下内容：

(1) 生产经营的外部条件或目标公司的经营方针和经营范围的重大变化；

(2) 订立重要合同，而该合同可能对目标公司资产、负债、权益和经营成果产生重大影响；

(3) 发生重大债务和未能清偿到期重大债务的违约情况；

(4) 发生重大亏损或者遭受超过净资产 5%以上的重大损失；

(5) 涉及目标公司的重大诉讼，法院依法撤销股东会、董事会决议；

(6) 认为需要通报的其他重大事项。

第七条 声明与保证

本协议项下的每一方于此向另一方作出如下声明与保证，且保证该等声明与保证于投资生效日之前均有效：

1. 其拥有全部所需的相应的民事行为能力签署本协议并履行本协议项下的任何及所有义务。

2. 其签署、交付和履行本协议，不会违反其与任何其他第三方签订的任何性质的协议、合同、备忘录、意向书或任何其他文件。

3. 本协议在经其签署后将构成其合法、有效和具有约束力的义务，并可按照其条款对其强制执行。

第八条 保密及公开限制条款

1. 保密条款

(1) 各方同意，自本主要投资条款签署之日起，将(i)为机密信息保密；(ii) 除非得到披露方的书面认可，不向任何人披露机密信息；(iii)除完成本主要投资条款项下的交易之外，不为其它任何目的使用机密信息。然而，在以下情况下各方可以披露机密信息：(iv) 各方的股东、法律顾问、财务顾问对于机密信息在合理范围内的了解；(v) 有关法律、法规及政府机构要求的信息披露。

(2) 为本条款目的，机密信息应指由一方（“披露方”）向任何其他方在洽商本次交易事宜期间披露的所有具有机密性的、不宜公开的信息(无论是书面的、口头的或其它形式的直接或间接信息)，包括任何有关本主要投资条款内容等任何与本次交易相关的信息。

2. 公开限制条款

（1）股权转让限制：健明医药转让其所持有的目标公司股权或进行股权质押等处置，需经过甲方同意；

（2）反稀释条款：本轮投资完成后，乙方或原股东不得以优于甲方本次投资所接受的条款发行新股或转让股份，如该等情况发生，则甲方持股比例将以该次增资或新发行的新股的价格及条款为准作调整。

第九条 违约责任及赔偿

如本协议任意一方的声明与承诺中存在任何虚假、误导性陈诉或重大遗漏，或者任意一方违反本协议约定的，则构成违约。违约一方应承担违约责任，赔偿因此而给对方造成的全部损失。在发生违约事件的情况下，未违约方有权单方面选择终止本协议。

第十条 适用法律和争议的解决

本协议的订立、效力、解释、履行、修订和终止以及争议的解决均适用于中国正式公布及可公开获得的法律。中国正式公布及可公开取得的法律未作规定的事宜，适用于国际法律原则和惯例。

合同各方在履行本合同过程中若发生争议，可协商解决；若协商不成，则任何一方有权将该争议提交甲方所在地有管辖权的法院进行诉讼。

第十一条 通知和送达

本协议项下发出的所有通知、要求或其他通讯均应为书面形式作出，并递送或EMAIL 至有关方的下列地址或电子邮件地址（或收件人提前 7 日向另一方发出书面通知说明的其他地址或者电子邮件地址）。同时递送或 EMAIL 后均应电话和短信通知收件人。

致福建健康之路健康科技有限公司、福建健康之路信息技术有限公司、健康之路股份有限公司 HealthyWay Inc. 收件人：张万能

地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

电话：13375918080

邮件：zhangwanneng@jkzl.com

致福建健明堂大药房连锁有限公司、福建健明医药科技集团有限公司

收件人：李海峰

地址：福建省福州市鼓楼区软件大道 89 号福州软件园 F 区 4 号楼 9 层 903 室

电话：13313761780

第十二条 不可抗力

本协议项下的“不可抗力事件”，是指本协议签订之时，本协议任何一方无法预见、且对于其发生不能避免、控制和克服的事件（包括但不限于地震、台风、洪水、火灾、罢工、战争或暴动事件）。

本协议任何一方因受不可抗力事件影响不能履行或不能充分、及时、适当地履行其在本协议项下的任何承诺或义务，该方可免于承担本协议规定的违约责任，但须在不可抗力事件发生后十五（15）日内向另一方提供关于不可抗力事件的说明。

第十三条 其他条款

1. 本协议一式两份，各方正式签字和盖章后生效。双方各执一份，每份具有同等法律效力。

2. 如本协议未尽事宜，双方可签订补充协议约定，经双方签字和盖章后的补充协议和本协议同样具备法律效力。

（以下无正文）

【本协议于2022 年12月25日由各方在福州签署。本页无正文，为协议的签署页】

甲方：

甲方一（盖章）：福建健康之路信息技术有限公司

甲方一代表：__________（签字）

甲方二（盖章）：福建健康之路健康科技有限公司

甲方二代表：__________（签字）

For and on behalf of
HealthyWay Inc.

甲方三（盖章）：HealthyWay Inc.健康之路股份有限公司

甲方三代表：__________（签字）

Authorised Signature(s)

乙方：

乙方一（盖章）：福建健明堂大药房连锁有限公司

乙方一代表：__________（签字）

乙方二（盖章）：福建健明医药科技集团有限公司

乙方二代表：__________（签字）

2po-1022001

8

独家业务合作协议

本独家业务合作协议（下称“**本协议**”）由以下各方于 2023 年 2 月 8 日在中华人民共和国（下称“**中国**”，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）福州市签订：

甲方： 福建健康之路健康科技有限公司

统一社会信用代码：91350102MA8U4KN44E

地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

乙方： 福建健康之路信息技术有限公司

统一社会信用代码：913501283154697436

地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

丙方： 张万能

身份证号码：330106196701150579

传课计算机系统（北京）有限公司

统一社会信用代码：911101085891170160

地址：北京市海淀区东北旺西路8号中关村软件园17号楼3层B区

上饶市国有资产经营集团有限公司

统一社会信用代码：91361100669789461B

地址：江西省上饶市信州区凤凰中大道667号

上海界佳投资管理中心（有限合伙）

统一社会信用代码：91310230MA1JX7689M

地址：上海市闸北区长安路1138号26A

福州健康之路投资中心（有限合伙）

统一社会信用代码：91350105MA2XXKC52D

地址：福建省福州市马尾区儒江东路78号滨江广场1#楼2层503室(自贸试验区内)

福州万家康健股权投资管理中心（有限合伙）

统一社会信用代码：91350102310635896N

地址：福建省福州市鼓楼区鼓东街道五四路162号新华福广场1#、2#连接体5层03-03

在本协议中，甲方、乙方和丙方以下各称为“一方”，统称为“各方”。

鉴于：

1. 甲方是一家在中国注册的外商投资企业，拥有提供技术推广服务，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，健康咨询服务（不含诊疗服务），广告制作，广告设计、代理，广告发布，体育用品及器材零售，体育用品及器材批发，体育用品设备出租，计算机软硬件及辅助设备批发，计算机软硬件及辅助设备零售，办公用品销售，电子产品销售，日用品销售，软件开发，化妆品批发，化妆品零售，个人卫生用品销售，企业管理，企业管理咨询，厨具卫具及日用杂品批发，厨具卫具及日用杂品零售，日用品批发，针纺织品销售，卫生洁具销售，会议及展览服务的能力、经验及必要资源；

2. 乙方是一家在中国注册的内资公司，经中国有关政府部门批准可以从事信息技术咨询服务，网络技术服务，远程健康管理服务，健康咨询服务（不含诊疗服务），互联网销售（除销售需要许可的商品），信息咨询服务（不含许可类信息咨询服务），广告制作，广告设计、代理，广告发布（非广播电台、电视台、报刊出版单位），以自有资金从事投资活动，第二类医疗器械销售，体育用品及器材零售，体育用品及器材批发，体育用品设备出租，卫生用品

和一次性使用医疗用品销售，计算机软硬件及辅助设备批发，计算机软硬件及辅助设备零售，网络设备销售，通讯设备销售，办公用品销售，电子产品销售，日用品销售，医疗设备租赁，网络与信息安全软件开发，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，信息系统集成服务，软件开发，网络设备制造，化妆品批发，化妆品零售，个人卫生用品销售，社会经济咨询服务，企业管理，教育咨询服务（不含涉许可审批的教育培训活动），厨具卫具及日用杂品批发，厨具卫具及日用杂品零售，日用品批发，针纺织品销售，卫生洁具销售，医学研究和试验发展，社会调查，会议及展览服务，其他文化艺术经纪代理，大数据服务，互联网数据服务（除依法须经批准的项目外，凭营业执照依法自主开展经营活动），出版物批发，出版物零售，出版物互联网销售，第二类增值电信业务，互联网信息服务，保健食品销售，食品经营（销售预包装食品），食品经营，食品经营（销售散装食品），医疗服务，依托实体医院的互联网医院服务，进出口代理，技术进出口等相关业务。乙方及其附属公司目前及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称“主营业务”；

3. 丙方是乙方的现有股东，合计持有乙方 100%股权；

4. 甲方同意利用其人力、技术、资源和信息优势，在本协议有效期内向乙方及乙方附属公司（以下简称“**附属公司**”，包括本协议附件一所述全部实体，及不时更新的且由乙方投资、控制的实体）提供有关主营业务全面的业务支持、综合技术服务、技术咨询及其他相关服务。各方同意乙方及乙方附属公司接受甲方或其指定方按本协议条款规定提供的该等独家服务。

据此，甲方、乙方及丙方经协商一致，达成如下协议：

1. 甲方服务提供

1.1 按照本协议规定的条款和条件，乙方和丙方在此委任甲方在本协议有效期内作为乙方的独家服务提供商向乙方及其附属公司提供有关主营业务全面的业务支持、综合技术服务、技术咨询及其他服务，具体

内容包括所有在乙方及其附属公司营业范围内由甲方不时决定的服务，包括但不限于以下内容：

1.1.1. 提供资产（本协议项下之“资产”包括但不限于丙方目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）等）及业务经营方面的意见及建议；

1.1.2. 提供债权债务处置的意见及建议；

1.1.3. 提供重大合同商讨、签署及履行方面的意见及建议；

1.1.4. 提供收购兼并事宜的意见及建议；

1.1.5. 提供计算机系统、软件、产品的开发、维护与研究服务；

1.1.6. 提供人员岗前、在职管理培训服务；

1.1.7. 提供技术支持、技术开发、技术转让、技术咨询服务；

1.1.8. 提供公共关系服务；

1.1.9. 提供行业市场调查、研究、咨询服务；

1.1.10. 提供制定中短期市场发展，市场计划服务；

1.1.11. 提供人力资源管理和内部信息化管理、行政服务；

1.1.12. 提供网站/软件等的开发、安装、更新、升级与日常维护；

1.1.13. 开发和测试新产品；

1.1.14. 提供产品销售服务；

1.1.15. 设备、资产出租；

1.1.16. 软件、商标、专利、域名、技术秘密等各类知识产权的授权使用；及

1.1.17. 经甲方和乙方、乙方附属公司根据业务需求和提供服务的能力不时协商明确的其他服务事项。

1.2 乙方和丙方理解，甲方实际提供的服务受限于甲方经核准的经营范围；如乙方及其附属公司要求甲方提供的服务超出甲方经核准的经营范围，甲方将在法律允许的最大限度内申请扩大其经营范围，并在获准扩大其经营范围后提供相关服务。乙方应当，并促使乙方附属公司，根据其业务的实际需要与甲方确定上述内容范围内的服务。

1.3 乙方和丙方同意乙方及其附属公司接受甲方提供的咨询和服务。乙方和丙方进一步同意，除非经甲方事先书面同意，在本协议有效期内，就本协议规定事宜，乙方及其附属公司不得接受任何第三方提供的任何咨询和/或服务，并且不得与任何第三方进行合作。甲方可以指定其他方（该被指定方可以与乙方签署本协议第1.3条描述的某些协议）为乙方及其附属公司提供本协议项下的咨询和/或服务。乙方和丙方进一步同意，甲方有权想任何第三方转让其在本协议项下的权利和义务。

1.4 服务的提供方式

1.4.1. 甲方和乙方同意在本协议有效期内各方可以直接或通过其各自的关联方签订其他技术服务协议和咨询服务协议，对特定技术

服务和咨询服务的具体内容、方式、人员以及收费等进行约定。

1.4.2. 为履行本协议，甲方和乙方同意在本协议有效期内各方可以直接或通过其各自的关联方签订知识产权（包括但不限于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关知识产权。

1.4.3. 为履行本协议，甲方和乙方同意在本协议有效期内各方可以直接或通过其各自的关联方签订设备、资产或厂房租赁协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关设备、资产或厂房。

1.4.4. 为确保乙方及其附属公司日常业务的政策运营，甲方可以（但非必须）根据自身判断并在中国法律、法规允许的前提下，作为乙方及其附属公司与任何第三方签署的与其业务有关的合同、协议项下的担保人和/或保证人，为履行该等合同、协议提供担保。乙方和丙方在此一致同意并确认，若其需要为乙方及其附属公司在开展业务过程中为履行任何合同或借款提供任何担保，应首先寻求甲方作为担保人和/或保证人。

1.5 鉴于本协议第1.1条的规定，为明确各方间的权利义务，保证甲方向乙方及其附属公司提供的服务约定能得以实际履行，且为保证甲方与乙方及其附属公司之间各项业务服务协议（如有）的履行以及乙方及其附属公司对甲方各项应付价款的支付，乙方及丙方在此同意，除非获得甲方的事先书面同意，乙方及其附属公司将不会进行任何可能实质影响其资产、义务、权利或公司经营的交易，包括但不限于：

1.5.1. 进行任何超出其正常经营范围的活动或非以与过去一致和通常的方式经营其业务；

1.5.2. 发行、增加或减少任何注册资本、股份、股票、债券（包括可转换债券）或其他证券；

1.5.3. 新增、变更或终止任何员工激励计划或方案；

1.5.4. 变更董事会组成方式、董事人数及董事提名和任免的方式或设立董事会下设委员会；

1.5.5. 变更或罢免任何董事或撤换任何高级管理人员（包括但不限于总经理/副总经理、财务总监、各项业务负责人、财务管理人员、财务监控人员及会计人员等）；

1.5.6. 进行任何对外投资（无论是通过设立或组建子公司、分支机构、合伙企业或合资企业）或对现有对外投资的剥离、退出或转让；

1.5.7. 向任何第三方借款或承担任何债务；

1.5.8. 向任何第三方出售或获取或以其他方式处理任何金额超过人民币50万元资产或权利，包括但不限于任何知识产权；

1.5.9. 为任何董事、员工或顾问提供每年超过人民币1,000万元的薪资或待遇（包括实物补偿和津贴）；

1.5.10. 因乙方及乙方下属机构的债务向任何第三方提供价值超过人民币3,000万元的担保或保证，包括以其资产或权益所设立的担保；

1.5.11. 非因乙方及乙方下属机构的债务向任何第三方提供担保或保证，包括以其资产或权益所设立的担保；

1.5.12. 对章程进行任何修改；

1.5.13. 改变正常的业务程序或修改任何重大的内部规章制度；

1.5.14. 对其业务经营模式、市场营销策略、经营方针或客户关系作出重大调整；

1.5.15. 进行任何合并、分立、改制、重组；

1.5.16. 签署、变更或终止任何重大协议，或签署任何与现有重大协议相冲突的任何其他协议；

1.5.17. 以任何形式进行红利、股息的分配；

1.5.18. 宣布破产、资不抵债、进行清算并分配剩余资产；

1.5.19. 聘任、解聘或变更除四大会计师事务所之外的其他主体作为审计师，改变财务年度或税收会计年度的终止时间或制定、更改会计政策和会计制度；及

1.5.20. 向任何第三方转让本协议项下的权利义务。

进一步地，在发生任何对乙方和/或乙方附属公司的业务及其经营产生或可能产生重大不利影响的情形时，乙方应且丙方应促使乙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

1.6 为保证甲方与乙方及其附属公司之间各项服务的履行以及乙方及其附属公司对甲方各项款项的支付：

1.6.1. 乙方及丙方特此同意，并保证促使乙方附属公司同意，接受甲方不时向乙方及其附属公司提供的有关员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，并予以严格

遵守和执行；

1.6.2. 乙方及丙方特此同意，并保证促使乙方附属公司同意，其将按照法律法规和章程规定的程序选举甲方指定的人选担任乙方及其附属公司的董事，并促使该等当选的董事按照甲方推荐的人选选举公司董事长，并委任由甲方指定的人员作为乙方及其附属公司的总经理/副总经理、财务总监及其他高级管理人员。甲方应当善意地向乙方及其附属公司推荐符合适用法律规定的任职资格的人选。上述甲方推荐的高级管理人员若离开甲方或甲方的股东（包括直接或间接）（视情况而定），无论是自愿离职或是被甲方解聘，均将同时失去在乙方及其附属公司担任任何职务的资格。在此情况下，乙方及其附属公司将委任甲方推荐的其他受聘于甲方或甲方的股东（包括直接或间接）（视情况而定）的高级管理人员担任该等职务。丙方、乙方及其附属公司将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以完成上述解聘和聘任程序；

1.6.3. 甲方有权定期及随时核查乙方及其附属公司的账目，乙方及其附属公司应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并在不违反适用法律的情况下，乙方同意并保证促使乙方附属公司同意，配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及其附属公司的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。

1.7 乙方和丙方在此同意，且保证促使乙方附属公司同意，一旦甲方提出书面要求，其将以届时所有的应收账款和/或其所有合法拥有并可以处分的其他资产，以届时法律所允许的方式，作为其履行本协议第2.1

条规定的服务费的支付义务的担保。乙方和丙方在此同意，并保证促使乙方附属公司同意，乙方及其附属公司将在本协议有效期内始终保持拥有其经营所需的完整的经营证照，以及充分的权利和资质在中国境内经营其目前正在从事的业务。

1.8 未经甲方事先书面同意，乙方及其附属公司不得进行承包经营、租赁经营、合并、分立、联营、股份制改造或其它变更经营方式和产权结构的安排，或以转让、出让、作价入股或其它方式处分乙方或乙方附属公司全部或实质部分资产或权益。

1.9 当乙方或乙方附属公司因各种原因进行清算或解散时，丙方、乙方及乙方附属公司应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理乙方的财产。丙方及乙方确认，当乙方及乙方附属公司发生清算或解散时，无论本第1.9条的上述约定是否能够得到执行，丙方和乙方同意将各自依照中国法律法规对乙方及其附属公司进行清算所取得的全部剩余财产交付甲方。

1.10 乙方和丙方在此同意，并保证促使乙方附属公司同意，未经甲方书面同意，其不得签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他协议或安排。

1.11 为确保服务接受方业务运营的现金流需求或为抵消业务运营中累积的损失，甲方同意其应在中国法律允许的范围内由其自身或通过其指定的其他方向服务接受方提供财务支持。甲方或其指定的其他方可以以银行委托贷款或借贷的方式向接受服务方提供财务支持。

2. 服务费的计算和支付方式

2.1 各方同意，服务费应当按年支付。甲方根据其向乙方提供的技术服务的工作量及商业价值及根据以下因素合理确定，并根据各方商定的价

格向乙方出具年度账单，乙方应当按照年度账单规定的日期及账单金额向甲方支付相应的咨询服务费。服务费金额相当于乙方及其附属公司的全部可分配利润（经扣除以往年度亏损（如有），法定预留或预扣的成本、开支、税费及支出等费用）。甲方有权随时根据其向乙方提供咨询服务的数量和内容调整咨询服务费的标准。

2.1.1　服务的复杂程度及难度；

2.1.2　甲方雇员的级别和提供该等服务所需的时间；

2.1.3　服务的具体内容、范围和商业价值；

2.1.4　相同种类服务的市场参考价格；及

2.1.5　乙方的经营情况。

2.2　乙方应及时向甲方提供上年度的财务报表及为出具财务报表所需的一切经营记录、业务合同和财务资料。如果甲方对乙方提供之财务资料提出质疑，可委派信誉良好的独立会计师对有关资料进行审计。乙方应予以配合。

3. 知识产权和保密条款

3.1　甲方对履行本协议而产生、创造或开发的任何和所有权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他，无论其是由甲方还是由乙方开发的，均享有独有、独立、排他和完整的和所有权上的权利和权益（在中国法律不禁止的范围内）。除非经甲方明确授权，对于甲方为提供本协议下的服务而使用的属于甲方的知识产权，乙方不享有任何权益。为确保甲方在本条下的权利，如果必要，乙方应签署所有适当的文件，采取所有适当的行动，递交所有申请和备案，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何

对该等知识产权和无形资产的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利和无形资产的保护（包括将该知识产权权利和无形资产登记在甲方名下）。

3.2 各方确认，有关本协议、本协议内容以及其就准备或履行本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

4. 陈述和保证

4.1 甲方陈述和保证如下：

4.1.1. 甲方是按照中国法律合法注册并有效存续的一家公司。甲方或其指定的服务提供方将在根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照（若需）。

4.1.2. 甲方签署并履行本协议是在其法人资格及其经营范围之内；甲方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且不违反对甲方有约束力或影响的法律或其他限制。

4.1.3. 本协议构成甲方的合法、有效和有约束力的义务，该义务依本协议之条款可强制执行。

4.2 乙方及丙方陈述和保证如下：

4.2.1. 乙方是按照中国法律合法注册并有效存续的一家公司，经中国有关政府机关批准可以从事信息技术咨询服务，网络技术服务，远程健康管理服务，健康咨询服务（不含诊疗服务），互联网销售（除销售需要许可的商品），信息咨询服务（不含许可类信息咨询服务），广告制作，广告设计、代理，广告发布（非广播电台、电视台、报刊出版单位），以自有资金从事投资活动，第二类医疗器械销售，体育用品及器材零售，体育用品及器材批发，体育用品设备出租，卫生用品和一次性使用医疗用品销售，计算机软硬件及辅助设备批发，计算机软硬件及辅助设备零售，网络设备销售，通讯设备销售，办公用品销售，电子产品销售，日用品销售，医疗设备租赁，网络与信息安全软件开发，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，信息系统集成服务，软件开发，网络设备制造，化妆品批发，化妆品零售，个人卫生用品销售，社会经济咨询服务，企业管理，教育咨询服务（不含涉许可审批的教育培训活动），厨具卫具及日用杂品批发，厨具卫具及日用杂品零售，日用品批发，针纺织品销售，卫生洁具销售，医学研究和试验发展，社会调查，会议及展览服务，其他文化艺术经纪代理，大数据服务，互联网数据服务（除依法须经批准的项目外，凭营业执照依法自主开展经营活动），出版物批发，出版物零售，出版物互联网销售，第二类增值电信业务，互联网信息服务，保健食品销售，食品经营（销售预包装食品），食品经营，食品经营（销售散装食品），医疗服务，依托实体医院的互联网医院服务，进出口代理，技术进出口等相关业务。

4.2.2. 乙方及/或丙方签署并履行本协议是在其法人资格及其经营范围之内；乙方及/或丙方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，以保证丙方能够及时取得经营其业务所需要的所有的经营证照，并使所有的经营证照在任何时候均保持持续有效并且不违反对乙方及/或丙方有约束力或影响的法律或其他限制。

4.2.3. 本协议构成乙方及/或丙方的合法、有效和有约束力的义务，并应针对其可强制执行。

5. 生效和有效期

5.1 本协议于文首标明的日期签署并应自该日期起生效。本协议长期有效，直至甲方或被指定人根据独家购买权合同（由甲方、乙方及丙方于2023年2月8日签订）完成收购乙方的全部股权及/或全部资产之日终止。

5.2 如果在本协议有效期内，任何一方的经营期限届满之前，该方应及时续展其经营期限，并尽最大努力获得主管部门对续展的批准并完成登记，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准，则本协议应于该方经营期限届满之时终止。

5.3 本协议签署后，各方应每三个月对本协议做一次审查，以决定是否根据当时的实际情况对本协议的规定作出修改或补充。

6. 适用法律和争议解决

6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应适用中国法律。

6.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决

争议。如果在任何一方提出通过协商解决争议的要求后30天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

6.3 在中国法律允许及适当情况下，仲裁庭可以依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方股权或资产的救济措施和责令乙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和乙方主要资产所在地的法院均应被视为具有管辖权。

6.4 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

7. 补偿

7.1 若乙方实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成乙方在本协议下的违约。甲方有权要求乙方补正或采取补救措施。如在甲方向乙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理期限内）乙方仍未补正或采取补救措施，则甲方有权自行决定 (1) 终止本协议，并要求乙方给予全部的损害赔偿；或者 (2) 要求强制履行乙方在本协议项下的义务，并要求乙方给予全部的损害赔偿。本条不妨碍甲方在本协议下任何其他权利。

7.2 对于甲方应乙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方均应补偿给甲方，并使甲方不受该等损害，除非该等损失、损害、责任或费用是因甲方的严重疏忽或故意的不当行为而产生的。

8. 不可抗力

8.1 若由于地震、台风、洪水、火灾、流行病、战争、暴乱、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（下称**“不可抗力”**），而致使本协议任何一方不能履行、不能完全履行或延迟履行本协议时，则受上述不可抗力影响的一方不对此承担责任。但该受影响的一方须立即毫不迟延地向另外一方发出书面通知，并须在发出该书面通知后十五（15）天内向另外一方提供不可抗力事件的详情和相关证明文件，解释其此种不能履行、不能完全履行或需要迟延履行的原因。

8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当的证明，其不得免于其因不能履行、不能完全履行或延迟履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。

8.3 不可抗力发生时，各方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

9. 通知

9.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地

址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

9.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达；

9.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

9.2 为通知的目的，各方地址如下：

甲方：
福建健康之路健康科技有限公司
地址： 福州市鼓楼区软件大道89号福州软件园F区3号楼22层
收件人：张万能
电话： 13375918080

乙方：
福建健康之路信息技术有限公司
地址： 福州市鼓楼区软件大道89号福州软件园F区3号楼22层
收件人：张万能
电话： 13375918080

丙方：
张万能
地址： 福建省福州市鼓楼区洪山镇实达公寓2-504室
收件人：张万能
电话： 13375918080

传课计算机系统（北京）有限公司
地址： 北京市海淀区上地十街10号百度大厦

收件人：宋宁

电话：	13051169575

上饶市国有资产经营集团有限公司

地址：	江西省上饶市信州区凤凰中大道667号

收件人：谭定胜

电话：	13970308405

上海界佳投资管理中心（有限合伙）

地址：	上海市崇明区长兴镇潘园公路1800号3号楼1735室(上海泰和经济发展区)

收件人：严丽隽

电话：	13564247060

福州健康之路投资中心（有限合伙）

地址：	福建省福州市马尾区儒江东路78号滨江广场1#楼2层503室(自贸试验区内)

收件人：张万能

电话：	13375918080

福州万家康健股权投资管理中心（有限合伙）

地址：	福建省福州市鼓楼区鼓东街道五四路162号新华福广场1#、2#连接体5层03-03

收件人：刘奇志

电话：	13906908906

9.3 任何一方可按本条规定的方式随时给另一方发出通知来改变其接收通知的地址。

10. 其他

10.1 协议的转让

10.1.1. 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

10.1.2. 乙方在此同意，除非适用法律另有明确规定，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。

10.2 修订、更改与补充

10.2.1. 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。

10.2.2. 由于甲方之控股公司于成为上市公司后将受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》（下称"上市规则"）及相关上市科政策、上市决策及指引的规定，如本协议的交易未能符合上市规则及相关上市科政策、上市决策及指引的有关规定，则在合理可行且不违反中国法律的情况下，本协议各方需就香港联合交易所或其他监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合上市规则及相关上市科政策、上市决策及指引以及相关监管机构意见的要求。

10.3 完整合同

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

10.4 标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

10.5 语言

本协议以中文书就，一式捌(8)份，每一方各持一份，每份具有同等法律效力。

10.6 可分割性

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

10.7 继任者

本协议对各方各自的继任者（无论该等权利义务受让是由收购、重组、继承、转让、停业、解散、清算、去世、丧失行为能力、破产、离婚或其他原因导致）和该等各方所允许的受让方应具有约束力。若丙方因身故、破产或离婚等任何原因而导致其所持乙方股权出现变动，则（i）本协议及本协议各方签署的《独家购买权合同》《股权质押合同》及《授权委托协议》项下的权利、义务及责任继续对其继受人具有法律约束力；（ii）乙方的遗嘱、离婚协议、债务安排及其订立任何形式的其他法律文件以及相关的重组协议中对丙方及其附属公司相关

的处置（包括但不限于股权、债权、资产等）均以本协议、《股权质押合同》、《授权委托协议》及《独家购买权合同》的内容为准，除非事先获得甲方的书面同意。

10.8 终止

10.8.1. 除非依据本协议的有关条款续期，本协议应于期满之日终止。

10.8.2. 本协议有效期内，除非甲方对乙方、丙方有严重疏忽或存在欺诈行为，乙方、丙方不得在期满之日前单方面终止本协议。但是，甲方应有权在任何时候通过提前30天向乙方发出书面通知终止本协议。

10.9 继续有效

10.9.1. 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

10.9.2. 第3条、第6条、第7条、第9条和本第10.9条的规定在本协议终止后应继续有效。

10.10 弃权

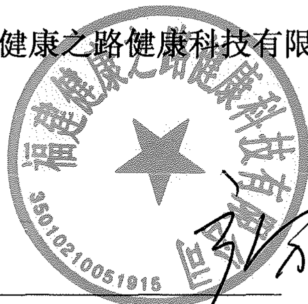
任何一方均可以对本协议的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）



签署：

姓名：张万能

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

乙方：福建健康之路信息技术有限公司

（盖章）

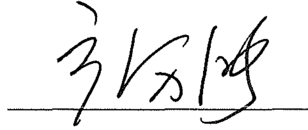
签署：________________

姓名：张万能

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：张万能

签署：

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：传课计算机系统（北京）有限公司

（盖章）

签署：崔珊珊

姓名：崔珊珊

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：上饶市国有资产经营集团有限公司

（盖章）

签署：______________

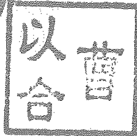
姓名：胡保才

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：上海界佳投资管理中心（有限合伙）

（盖章）



签署：曹以合

姓名：曹以合

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：福州健康之路投资中心（有限合伙）

（盖章）

签署：

姓名：张万能

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：福州万家康健股权投资管理中心（有限合伙）

（盖章）

签署：

姓名：刘奇志

职务：执行事务合伙人

附件一　　　　　　　　　　　附属公司

序号	公司名称	统一社会信用代码	股权结构
1.	福建健康之路健康管理有限公司	913501006719181032	福建健康之路信息技术有限公司持有 100%股权
2.	银川无边界互联网医院有限公司	91640100MA7718RA7H	福建健康之路信息技术有限公司持有 100%股权

IPO-202017

独家业务合作协议

本独家业务合作协议（下称“**本协议**”）由以下各方于2023年2月8日在中华人民共和国（下称“**中国**”，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）福州市签订：

甲方： 福建健康之路健康科技有限公司

统一社会信用代码：91350102MA8U4KN44E

地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

乙方： 福建健康之路医疗科技有限公司

统一社会信用代码：91350100MABPWJA50W

地址：福建省福州高新区科技东路8号福州高新技术产业园创业大厦主楼9层918-2

丙方： 张万能

身份证号码：330106196701150579

在本协议中，甲方、乙方和丙方以下各称为“**一方**”，统称为“**各方**”。

鉴于：

1. 甲方是一家在中国注册的外商投资企业，拥有提供技术推广服务，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，健康咨询服务（不含诊疗服务），广告制作，广告设计、代理，广告发布，体育用品及器材零售，体育用品及器材批发，体育用品设备出租，计算机软硬件及辅助设备批发，计算机软硬件及辅助设备零售，办公用品销售，电子产品销售，日用品销售，软件开发，化妆品批发，化妆品零售，个人卫生用品销售，企业管理，企业管理咨询，厨具卫具及日用杂品批发，厨具卫具及日用杂品零售，日用

品批发，针纺织品销售，卫生洁具销售，会议及展览服务的能力、经验及必要资源；

2. 乙方是一家在中国注册的中外合资公司，经中国有关政府部门批准可以从事医学研究和试验发展，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，技术推广服务，第二类增值电信业务，在线数据处理与交易处理业务（经营类电子商务）等相关业务。乙方及其附属公司目前及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称"主营业务"；

3. 甲方、丙方是乙方的现有股东，分别持有乙方 50%股权；

4. 甲方同意利用其人力、技术、资源和信息优势，在本协议有效期内向乙方及乙方附属公司（以下简称"**附属公司**"，包括不时更新的且由乙方投资、控制的实体）提供有关主营业务全面的业务支持、综合技术服务、技术咨询及其他相关服务。各方同意乙方及乙方附属公司接受甲方或其指定方按本协议条款规定提供的该等独家服务。

据此，甲方、乙方及丙方经协商一致，达成如下协议：

1. 甲方服务提供

1.1 按照本协议规定的条款和条件，乙方和丙方在此委任甲方在本协议有效期内作为乙方的独家服务提供商向乙方及其附属公司提供有关主营业务全面的业务支持、综合技术服务、技术咨询及其他服务，具体内容包括所有在乙方及其附属公司营业范围内由甲方不时决定的服务，包括但不限于以下内容：

1.1.1. 提供资产（本协议项下之"资产"包括但不限于丙方目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）

等）及业务经营方面的意见及建议；

1.1.2. 提供债权债务处置的意见及建议；

1.1.3. 提供重大合同商讨、签署及履行方面的意见及建议；

1.1.4. 提供收购兼并事宜的意见及建议；

1.1.5. 提供计算机系统、软件、产品的开发、维护与研究服务；

1.1.6. 提供人员岗前、在职管理培训服务；

1.1.7. 提供技术支持、技术开发、技术转让、技术咨询服务；

1.1.8. 提供公共关系服务；

1.1.9. 提供行业市场调查、研究、咨询服务；

1.1.10. 提供制定中短期市场发展，市场计划服务；

1.1.11. 提供人力资源管理和内部信息化管理、行政服务；

1.1.12. 提供网站/软件等的开发、安装、更新、升级与日常维护；

1.1.13. 开发和测试新产品；

1.1.14. 提供产品销售服务；

1.1.15. 设备、资产出租；

1.1.16. 软件、商标、专利、域名、技术秘密等各类知识产权的授权使

用；及

1.1.17. 经甲方和乙方、乙方附属公司根据业务需求和提供服务的能力不时协商明确的其他服务事项。

1.2 乙方和丙方理解，甲方实际提供的服务受限于甲方经核准的经营范围；如乙方及其附属公司要求甲方提供的服务超出甲方经核准的经营范围，甲方将在法律允许的最大限度内申请扩大其经营范围，并在获准扩大其经营范围后提供相关服务。乙方应当，并促使乙方附属公司，根据其业务的实际需要与甲方确定上述内容范围内的服务。

1.3 乙方和丙方同意乙方及其附属公司接受甲方提供的咨询和服务。乙方和丙方进一步同意，除非经甲方事先书面同意，在本协议有效期内，就本协议规定事宜，乙方及其附属公司不得接受任何第三方提供的任何咨询和/或服务，并且不得与任何第三方进行合作。甲方可以指定其他方（该被指定方可以与乙方签署本协议第1.3条描述的某些协议）为乙方及其附属公司提供本协议项下的咨询和/或服务。乙方和丙方进一步同意，甲方有权想任何第三方转让其在本协议项下的权利和义务。

1.4 服务的提供方式

1.4.1. 甲方和乙方同意在本协议有效期内各方可以直接或通过其各自的关联方签订其他技术服务协议和咨询服务协议，对特定技术服务和咨询服务的具体内容、方式、人员以及收费等进行约定。

1.4.2. 为履行本协议，甲方和乙方同意在本协议有效期内各方可以直接或通过其各自的关联方签订知识产权（包括但不限于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关知识产权。

1.4.3. 为履行本协议，甲方和乙方同意在本协议有效期内各方可以直接或通过其各自的关联方签订设备、资产或厂房租赁协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关设备、资产或厂房。

1.4.4. 为确保乙方及其附属公司日常业务的政策运营，甲方可以（但非必须）根据自身判断并在中国法律、法规允许的前提下，作为乙方及其附属公司与任何第三方签署的与其业务有关的合同、协议项下的担保人和/或保证人，为履行该等合同、协议提供担保。乙方和丙方在此一致同意并确认，若其需要为乙方及其附属公司在开展业务过程中为履行任何合同或借款提供任何担保，应首先寻求甲方作为担保人和/或保证人。

1.5 鉴于本协议第1.1条的规定，为明确各方间的权利义务，保证甲方向乙方及其附属公司提供的服务约定能得以实际履行，且为保证甲方与乙方及其附属公司之间各项业务服务协议（如有）的履行以及乙方及其附属公司对甲方各项应付价款的支付，乙方及丙方在此同意，除非获得甲方的事先书面同意，乙方及其附属公司将不会进行任何可能实质影响其资产、义务、权利或公司经营的交易，包括但不限于：

1.5.1. 进行任何超出其正常经营范围的活动或非以与过去一致和通常的方式经营其业务；

1.5.2. 发行、增加或减少任何注册资本、股份、股票、债券（包括可转换债券）或其他证券；

1.5.3. 新增、变更或终止任何员工激励计划或方案；

1.5.4. 变更董事会组成方式、董事人数及董事提名和任免的方式或设立董事会下设委员会；

1.5.5. 变更或罢免任何董事或撤换任何高级管理人员（包括但不限于总经理/副总经理、财务总监、各项业务负责人、财务管理人员、财务监控人员及会计人员等）；

1.5.6. 进行任何对外投资（无论是通过设立或组建子公司、分支机构、合伙企业或合资企业）或对现有对外投资的剥离、退出或转让；

1.5.7. 向任何第三方借款或承担任何债务；

1.5.8. 向任何第三方出售或获取或以其他方式处理任何金额超过人民币50万元资产或权利，包括但不限于任何知识产权；

1.5.9. 为任何董事、员工或顾问提供每年超过人民币1,000万元的薪资或待遇（包括实物补偿和津贴）；

1.5.10. 因乙方及乙方下属机构的债务向任何第三方提供价值超过人民币3,000万元的担保或保证，包括以其资产或权益所设立的担保；

1.5.11. 非因乙方及乙方下属机构的债务向任何第三方提供担保或保证，包括以其资产或权益所设立的担保；

1.5.12. 对章程进行任何修改；

1.5.13. 改变正常的业务程序或修改任何重大的内部规章制度；

1.5.14. 对其业务经营模式、市场营销策略、经营方针或客户关系作出重大调整；

1.5.15. 进行任何合并、分立、改制、重组；

1.5.16. 签署、变更或终止任何重大协议，或签署任何与现有重大协议相冲突的任何其他协议；

1.5.17. 以任何形式进行红利、股息的分配；

1.5.18. 宣布破产、资不抵债、进行清算并分配剩余资产；

1.5.19. 聘任、解聘或变更除四大会计师事务所之外的其他主体作为审计师，改变财务年度或税收会计年度的终止时间或制定、更改会计政策和会计制度；及

1.5.20. 向任何第三方转让本协议项下的权利义务。

进一步地，在发生任何对乙方和/或乙方附属公司的业务及其经营产生或可能产生重大不利影响的情形时，乙方应且丙方应促使乙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

1.6 为保证甲方与乙方及其附属公司之间各项服务的履行以及乙方及其附属公司对甲方各项款项的支付：

1.6.1. 乙方及丙方特此同意，并保证促使乙方附属公司同意，接受甲方不时向乙方及其附属公司提供的有关员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，并予以严格遵守和执行；

1.6.2. 乙方及丙方特此同意，并保证促使乙方附属公司同意，其将按照法律法规和章程规定的程序选举甲方指定的人选担任乙方及其附属公司的董事，并促使该等当选的董事按照甲方推荐的人选选举公司董事长，并委任由甲方指定的人员作为乙方及其附属公司的总经理/副总经理、财务总监及其他高级管理人员。甲方

应当善意地向乙方及其附属公司推荐符合适用法律规定的任职资格的人选。上述甲方推荐的高级管理人员若离开甲方或甲方的股东（包括直接或间接）（视情况而定），无论是自愿离职或是被甲方解聘，均将同时失去在乙方及其附属公司担任任何职务的资格。在此情况下，乙方及其附属公司将委任甲方推荐的其他受聘于甲方或甲方的股东（包括直接或间接）（视情况而定）的高级管理人员担任该等职务。丙方、乙方及其附属公司将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以完成上述解聘和聘任程序；

1.6.3. 甲方有权定期及随时核查乙方及其附属公司的账目，乙方及其附属公司应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并在不违反适用法律的情况下，乙方同意并保证促使乙方附属公司同意，配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及其附属公司的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。

1.7 乙方和丙方在此同意，且保证促使乙方附属公司同意，一旦甲方提出书面要求，其将以届时所有的应收账款和/或其所有合法拥有并可以处分的其他资产，以届时法律所允许的方式，作为其履行本协议第2.1条规定的服务费的支付义务的担保。乙方和丙方在此同意，并保证促使乙方附属公司同意，乙方及其附属公司将在本协议有效期内始终保持拥有其经营所需的完整的经营证照，以及充分的权利和资质在中国境内经营其目前正在从事的业务。

1.8 未经甲方事先书面同意，乙方及其附属公司不得进行承包经营、租赁经营、合并、分立、联营、股份制改造或其它变更经营方式和产权结

构的安排，或以转让、出让、作价入股或其它方式处分乙方或乙方附属公司全部或实质部分资产或权益。

1.9 当乙方或乙方附属公司因各种原因进行清算或解散时，丙方、乙方及乙方附属公司应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理乙方的财产。丙方及乙方确认，当乙方及乙方附属公司发生清算或解散时，无论本第1.9条的上述约定是否能够得到执行，丙方和乙方同意将各自依照中国法律法规对乙方及其附属公司进行清算所取得的全部剩余财产交付甲方。

1.10 乙方和丙方在此同意，并保证促使乙方附属公司同意，未经甲方书面同意，其不得签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他协议或安排。

1.11 为确保服务接受方业务运营的现金流需求或为抵消业务运营中累积的损失，甲方同意其应在中国法律允许的范围内由其自身或通过其指定的其他方向服务接受方提供财务支持。甲方或其指定的其他方可以以银行委托贷款或借贷的方式向接受服务方提供财务支持。

2. 服务费的计算和支付方式

2.1 各方同意，服务费应当按年支付。甲方根据其向乙方提供的技术服务的工作量及商业价值及根据以下因素合理确定，并根据各方商定的价格向乙方出具年度账单，乙方应当按照年度账单规定的日期及账单金额向甲方支付相应的咨询服务费。服务费金额相当于乙方及其附属公司的全部可分配利润（经扣除以往年度亏损（如有），法定预留或预扣的成本、开支、税费及支出等费用）。甲方有权随时根据其向乙方提供咨询服务的数量和内容调整咨询服务费的标准。

2.1.1 服务的复杂程度及难度；

2.1.2 甲方雇员的级别和提供该等服务所需的时间；

2.1.3 服务的具体内容、范围和商业价值；

2.1.4 相同种类服务的市场参考价格；及

2.1.5 乙方的经营情况。

2.2 乙方应及时向甲方提供上年度的财务报表及为出具财务报表所需的一切经营记录、业务合同和财务资料。如果甲方对乙方提供之财务资料提出质疑，可委派信誉良好的独立会计师对有关资料进行审计。乙方应予以配合。

3. 知识产权和保密条款

3.1 甲方对履行本协议而产生、创造或开发的任何和所有权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他，无论其是由甲方还是由乙方开发的，均享有独有、独立、排他和完整的和所有权上的权利和权益（在中国法律不禁止的范围内）。除非经甲方明确授权，对于甲方为提供本协议下的服务而使用的属于甲方的知识产权，乙方不享有任何权益。为确保甲方在本条下的权利，如果必要，乙方应签署所有适当的文件，采取所有适当的行动，递交所有申请和备案，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权和无形资产的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利和无形资产的保护（包括将该知识产权权利和无形资产登记在甲方名下）。

3.2 各方确认，有关本协议、本协议内容以及其就准备或履行本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但

这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

4. 陈述和保证

4.1 甲方陈述和保证如下：

4.1.1. 甲方是按照中国法律合法注册并有效存续的一家公司。甲方或其指定的服务提供方将在根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照（若需）。

4.1.2. 甲方签署并履行本协议是在其法人资格及其经营范围之内；甲方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且不违反对甲方有约束力或影响的法律或其他限制。

4.1.3. 本协议构成甲方的合法、有效和有约束力的义务，该义务依本协议之条款可强制执行。

4.2 乙方及丙方陈述和保证如下：

4.2.1. 乙方是按照中国法律合法注册并有效存续的一家公司，经中国有关政府机关批准可以从事医学研究和试验发展，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，技术推广服务，第二类增值电信业务，在线数据处理与交易处理业务

（经营类电子商务）等相关业务。

4.2.2. 乙方及/或丙方签署并履行本协议是在其法人资格及其经营范围之内；乙方及/或丙方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，以保证丙方能够及时取得经营其业务所需要的所有的经营证照（包括但不限于增值电信业务经营资质等），并使所有的经营证照在任何时候均保持持续有效并且不违反对乙方及/或丙方有约束力或影响的法律或其他限制。

4.2.3. 本协议构成乙方及/或丙方的合法、有效和有约束力的义务，并应针对其可强制执行。

5. 生效和有效期

5.1 本协议于文首标明的日期签署并应自该日期起生效。本协议长期有效，直至甲方或被指定人根据独家购买权合同（由甲方、乙方及丙方于2013年2月8日签订）完成收购乙方的全部股权及/或全部资产之日终止。

5.2 如果在本协议有效期内，任何一方的经营期限届满之前，该方应及时续展其经营期限，并尽最大努力获得主管部门对续展的批准并完成登记，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准，则本协议应于该方经营期限届满之时终止。

5.3 本协议签署后，各方应每三个月对本协议做一次审查，以决定是否根据当时的实际情况对本协议的规定作出修改或补充。

6. 适用法律和争议解决

6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议

的解决应适用中国法律。

6.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方提出通过协商解决争议的要求后30天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

6.3 在中国法律允许及适当情况下，仲裁庭可以依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方股权或资产的救济措施和责令乙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和乙方主要资产所在地的法院均应被视为具有管辖权。

6.4 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

7. 补偿

7.1 若乙方实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成乙方在本协议下的违约。甲方有权要求乙方补正或采取补救措施。如在甲方向乙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理期限内）乙方仍未补正或采取补救措施，则甲方有权自行决定 (1) 终

止本协议，并要求乙方给予全部的损害赔偿；或者 (2) 要求强制履行乙方在本协议项下的义务，并要求乙方给予全部的损害赔偿。本条不妨碍甲方在本协议下任何其他权利。

7.2 对于甲方应乙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方均应补偿给甲方，并使甲方不受该等损害，除非该等损失、损害、责任或费用是因甲方的严重疏忽或故意的不当行为而产生的。

8. 不可抗力

8.1 若由于地震、台风、洪水、火灾、流行病、战争、暴乱、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（下称“不可抗力”），而致使本协议任何一方不能履行、不能完全履行或延迟履行本协议时，则受上述不可抗力影响的一方不对此承担责任。但该受影响的一方须立即毫不迟延地向另外一方发出书面通知，并须在发出该书面通知后十五（15）天内向另外一方提供不可抗力事件的详情和相关证明文件，解释其此种不能履行、不能完全履行或需要迟延履行的原因。

8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当的证明，其不得免于其因不能履行、不能完全履行或延迟履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。

8.3 不可抗力发生时，各方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

9. 通知

9.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

9.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达；

9.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

9.2 为通知的目的，各方地址如下：

甲方：
福建健康之路健康科技有限公司
地址： 福州市鼓楼区软件大道89号福州软件园F区3号楼22层
收件人：张万能
电话： 13375918080

乙方：
张万能
地址： 福建省福州市鼓楼区洪山镇实达公寓2-504室
收件人：张万能
电话： 13375918080

丙方：
福建健康之路医疗科技有限公司
地址： 福建省福州高新区科技东路8号福州高新技术产业园创业大厦

主楼9层918-2

收件人：张万能

电话： 13375918080

9.3 任何一方可按本条规定的方式随时给另一方发出通知来改变其接收通知的地址。

10. 其他

10.1 协议的转让

10.1.1. 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

10.1.2. 乙方在此同意，除非适用法律另有明确规定，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。

10.2 修订、更改与补充

10.2.1. 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。

10.2.2. 由于甲方之控股公司于成为上市公司后将受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》（下称“上市规则”）及相关上市科政策、上市决策及指引的规定，如本协议的交易未能符合上市规则及相关上市科政策、上市决策及指引的有关规定，则在合理可行且不违反中国法律的情况下，本协议各方需就香港联合交易所或其他监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合上市规则及

相关上市科政策、上市决策及指引以及相关监管机构意见的要求。

10.3 完整合同

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

10.4 标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

10.5 语言

本协议以中文书就，一式叁(3)份，每一方各持一份，每份具有同等法律效力。

10.6 可分割性

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

10.7 继任者

本协议对各方各自的继任者（无论该等权利义务受让是由收购、重组、继承、转让、停业、解散、清算、去世、丧失行为能力、破产、离婚或其他原因导致）和该等各方所允许的受让方应具有约束力。若丙方因身故、破产或离婚等任何原因而导致其所持乙方股权出现变动，则（i）本协议及本协议各方签署的《独家购买权合同》《股权质押合同》及《授权委托协议》项下的权利、义务及责任继续对其继受人具有法律约束力；（ii）乙方的遗嘱、离婚协议、债务安排及其订立任何形式的其他法律文件以及相关的重组协议中对丙方及其附属公司相关的处置（包括但不限于股权、债权、资产等）均以本协议、《股权质押合同》、《授权委托协议》及《独家购买权合同》的内容为准，除非事先获得甲方的书面同意。

10.8 终止

10.8.1. 除非依据本协议的有关条款续期，本协议应于期满之日终止。

10.8.2. 本协议有效期内，除非甲方对乙方、丙方有严重疏忽或存在欺诈行为，乙方、丙方不得在期满之日前单方面终止本协议。但是，甲方应有权在任何时候通过提前30天向乙方发出书面通知终止本协议。

10.9 继续有效

10.9.1. 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

10.9.2. 第3条、第6条、第7条、第9条和本第10.9条的规定在本协议终止后应继续有效。

10.10 弃权

任何一方均可以对本协议的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）

签署：

姓名：张万能

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

乙方：福建健康之路医疗科技有限公司

（盖章）

签署：

姓名：张万能

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：张万能

签署：

独家业务合作协议

本独家业务合作协议（下称“**本协议**”）由以下各方于2024年11月8日在中华人民共和国（下称“**中国**”，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）福州市签订：

甲方： 福建健康之路健康科技有限公司
统一社会信用代码：91350102MA8U4KN44E
地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

乙方： 银川无边界互联网医院有限公司
统一社会信用代码：91640100MA7718RA7H
地址：宁夏银川市西夏区银川中关村创新中心2号楼第3层B-305

丙方： 福建健康之路健康管理有限公司
统一社会信用代码：913501006719181032
地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

在本协议中，甲方、乙方和丙方以下各称为“**一方**”，统称为“**各方**”。

鉴于：

1. 甲方是一家在中国注册的外商投资企业，拥有提供技术推广服务；技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广；健康咨询服务（不含诊疗服务）；广告制作；广告设计、代理；广告发布；体育用品及器材零售；体育用品及器材批发；体育用品设备出租；计算机软硬件及辅助设备批发；计算机软硬件及辅助设备零售；办公用品销售；电子产品销售；日用品销售；软件开发；化妆品批发；化妆品零售；个人卫生用品销售；企业管理；企业管理咨询；厨具卫具及日用杂品批发；厨具卫具及日用杂品零售；日用

品批发；针纺织品销售；卫生洁具销售；会议及展览服务；市场营销策划；图文设计制作的能力、经验及必要资源；

2. 乙方是一家在中国注册的内资公司，经中国有关政府部门批准可以从事医疗服务；依托实体医院的互联网医院服务；药品互联网信息服务；医疗器械互联网信息服务；食品销售；食品互联网销售。（依法须经批准的项目，经相关部门批准后方可开展经营活动，具体经营项目以相关部门批准文件或许可证件为准）；健康咨询服务（不含诊疗服务）；互联网销售（除销售需要许可的商品）；远程健康管理服务；医院管理；信息咨询服务（不含许可类信息咨询服务）；技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广；教育咨询服务（不含涉许可审批的教育培训活动）；业务培训（不含教育培训、职业技能培训等需取得许可的培训）；信息系统集成服务；广告设计、代理；广告制作；广告发布；化妆品零售；体育用品及器材零售；日用百货销售；日用品销售；卫生用品和一次性使用医疗用品销售；家居用品销售；电子产品销售；第一类医疗器械销售；第二类医疗器械销售；食品销售（仅销售预包装食品）；食品互联网销售（仅销售预包装食品）；保健食品（预包装）销售；特殊医学用途配方食品销售；婴幼儿配方乳粉及其他婴幼儿配方食品销售；会议及展览服务；市场营销策划；图文设计制作等相关业务；

3. 丙方是一家在中国注册的内资公司，经中国有关政府部门批准可以从事远程健康管理服务；信息技术咨询服务；网络技术服务；技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广；健康咨询服务（不含诊疗服务）；互联网销售（除销售需要许可的商品）；信息咨询服务（不含许可类信息咨询服务）；广告制作；广告设计、代理；广告发布；以自有资金从事投资活动；第二类医疗器械销售；体育用品及器材批发；体育用品及器材零售；体育用品设备出租；卫生用品和一次性使用医疗用品销售；计算机软硬件及辅助设备批发；计算机软硬件及辅助设备零售；网络设备销售；通讯设备销售；办公用品销售；电子产品销售；日用百货销售；第二类医疗器械租赁；第一类医疗器械销售；第一类医疗器械租赁；网络与信息安全软件开发；软件开

发；信息系统集成服务；网络设备制造；化妆品批发；化妆品零售；个人卫生用品销售；社会经济咨询服务；企业管理；教育咨询服务（不含涉许可审批的教育培训活动）；业务培训（不含教育培训、职业技能培训等需取得许可的培训）；厨具卫具及日用杂品批发；厨具卫具及日用杂品零售；日用品批发；日用品销售；针纺织品销售；卫生洁具销售；医学研究和试验发展（除人体干细胞、基因诊断与治疗技术开发和应用）；会议及展览服务；其他文化艺术经纪代理；技术进出口；进出口代理；食品互联网销售（仅销售预包装食品）；食品销售（仅销售预包装食品）；特殊医学用途配方食品销售；婴幼儿配方乳粉及其他婴幼儿配方食品销售；保健食品（预包装）销售；市场营销策划；图文设计制作。（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）；药品互联网信息服务；互联网信息服务；第二类增值电信业务；医疗器械互联网信息服务；食品销售；食品互联网销售等相关业务。丙方及乙方目前及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称“主营业务”；

4. 甲方同意利用其人力、技术、资源和信息优势，在本协议有效期内向乙方、丙方提供有关主营业务全面的业务支持、综合技术服务、技术咨询及其他相关服务。各方同意乙方及丙方接受甲方或其指定方按本协议条款规定提供的该等独家服务。

据此，甲方、乙方及丙方经协商一致，达成如下协议：

1. <u>甲方服务提供</u>

1.1 按照本协议规定的条款和条件，乙方和丙方在此委任甲方在本协议有效期内作为乙方和丙方的独家服务提供商向乙方和丙方提供有关主营业务全面的业务支持、综合技术服务、技术咨询及其他服务，具体内容包括所有在乙方和丙方营业范围内由甲方不时决定的服务，包括但不限于以下内容：

1.1.1. 提供资产（本协议项下之“资产”包括但不限于目前拥有的以

及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）等）及业务经营方面的意见及建议；

1.1.2. 提供债权债务处置的意见及建议；

1.1.3. 提供重大合同商讨、签署及履行方面的意见及建议；

1.1.4. 提供收购兼并事宜的意见及建议；

1.1.5. 提供计算机系统、软件、产品的开发、维护与研究服务；

1.1.6. 提供人员岗前、在职管理培训服务；

1.1.7. 提供技术支持、技术开发、技术转让、技术咨询服务；

1.1.8. 提供公共关系服务；

1.1.9. 提供行业市场调查、研究、咨询服务；

1.1.10. 提供制定中短期市场发展，市场计划服务；

1.1.11. 提供人力资源管理和内部信息化管理、行政服务；

1.1.12. 提供网站/软件等的开发、安装、更新、升级与日常维护；

1.1.13. 开发和测试新产品；

1.1.14. 提供产品销售服务；

1.1.15. 设备、资产出租；

1.1.16. 软件、商标、专利、域名、技术秘密等各类知识产权的授权使用；及

1.1.17. 经甲方和乙方、丙方根据业务需求和提供服务的能力不时协商明确的其他服务事项。

1.2 乙方和丙方理解，甲方实际提供的服务受限于甲方经核准的经营范围；如乙方和丙方要求甲方提供的服务超出甲方经核准的经营范围，甲方将在法律允许的最大限度内申请扩大其经营范围，并在获准扩大其经营范围后提供相关服务。乙方、丙方应当，根据其业务的实际需要与甲方确定上述内容范围内的服务。

1.3 乙方和丙方同意接受甲方提供的咨询和服务。乙方和丙方进一步同意，除非经甲方事先书面同意，在本协议有效期内，就本协议规定事宜，乙方及丙方不得接受任何第三方提供的任何咨询和/或服务，并且不得与任何第三方进行合作。甲方可以指定其他方（该被指定方可以与乙方、丙方签署本协议第1.3条描述的某些协议）为乙方及丙方提供本协议项下的咨询和/或服务。乙方和丙方进一步同意，甲方有权想任何第三方转让其在本协议项下的权利和义务。

1.4 服务的提供方式

1.4.1. 甲方和乙方、丙方同意，在本协议有效期内各方可以直接或通过其各自的关联方签订其他技术服务协议和咨询服务协议，对特定技术服务和咨询服务的具体内容、方式、人员以及收费等进行约定。

1.4.2. 为履行本协议，甲方和乙方、丙方同意，在本协议有效期内各方可以直接或通过其各自的关联方签订知识产权（包括但不限

于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方和丙方根据其各自业务需要随时使用甲方的有关知识产权。

1.4.3. 为履行本协议，甲方和乙方、丙方同意，在本协议有效期内各方可以直接或通过其各自的关联方签订设备、资产或厂房租赁协议，该协议应允许乙方和丙方根据其各自业务需要随时使用甲方的有关设备、资产或厂房。

1.4.4. 为确保乙方及丙方日常业务的政策运营，甲方可以（但非必须）根据自身判断并在中国法律、法规允许的前提下，作为乙方及丙方与任何第三方签署的与其业务有关的合同、协议项下的担保人和/或保证人，为履行该等合同、协议提供担保。乙方和丙方在此一致同意并确认，若其需要为乙方及丙方在开展业务过程中为履行任何合同或借款提供任何担保，应首先寻求甲方作为担保人和/或保证人。

1.5 鉴于本协议第1.1条的规定，为明确各方间的权利义务，保证甲方向乙方及丙方提供的服务约定能得以实际履行，且为保证甲方与乙方及丙方之间各项业务服务协议（如有）的履行以及乙方及丙方对甲方各项应付价款的支付，乙方及丙方在此同意，除非获得甲方的事先书面同意，乙方及丙方将不会进行任何可能实质影响其资产、义务、权利或公司经营的交易，包括但不限于：

1.5.1. 进行任何超出其正常经营范围的活动或非以与过去一致和通常的方式经营其业务；

1.5.2. 发行、增加或减少任何注册资本、股份、股票、债券（包括可转换债券）或其他证券；

1.5.3. 新增、变更或终止任何员工激励计划或方案；

1.5.4. 变更董事会组成方式、董事人数及董事提名和任免的方式或设立董事会下设委员会；

1.5.5. 变更或罢免任何董事或撤换任何高级管理人员（包括但不限于总经理/副总经理、财务总监、各项业务负责人、财务管理人员、财务监控人员及会计人员等）；

1.5.6. 进行任何对外投资（无论是通过设立或组建子公司、分支机构、合伙企业或合资企业）或对现有对外投资的剥离、退出或转让；

1.5.7. 向任何第三方借款或承担任何债务；

1.5.8. 向任何第三方出售或获取或以其他方式处理任何金额超过人民币50万元资产或权利，包括但不限于任何知识产权；

1.5.9. 为任何董事、员工或顾问提供每年超过人民币1,000万元的薪资或待遇（包括实物补偿和津贴）；

1.5.10. 因乙方及丙方的债务向任何第三方提供价值超过人民币3,000万元的担保或保证，包括以其资产或权益所设立的担保；

1.5.11. 非因乙方及丙方的债务向任何第三方提供担保或保证，包括以其资产或权益所设立的担保；

1.5.12. 对章程进行任何修改；

1.5.13. 改变正常的业务程序或修改任何重大的内部规章制度；

1.5.14. 对其业务经营模式、市场营销策略、经营方针或客户关系作出

重大调整；

1.5.15. 进行任何合并、分立、改制、重组；

1.5.16. 签署、变更或终止任何重大协议，或签署任何与现有重大协议相冲突的任何其他协议；

1.5.17. 以任何形式进行红利、股息的分配；

1.5.18. 宣布破产、资不抵债、进行清算并分配剩余资产；

1.5.19. 聘任、解聘或变更除四大会计师事务所之外的其他主体作为审计师，改变财务年度或税收会计年度的终止时间或制定、更改会计政策和会计制度；及

1.5.20. 向任何第三方转让本协议项下的权利义务。

进一步地，在发生任何对乙方和/或丙方的业务及其经营产生或可能产生重大不利影响的情形时，乙方、丙方应及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

1.6 为保证甲方与乙方及丙方之间各项服务的履行以及乙方及丙方对甲方各项款项的支付：

1.6.1. 乙方及丙方特此同意，接受甲方不时向乙方及丙方提供的有关员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，并予以严格遵守和执行；

1.6.2. 乙方及丙方特此同意，其将按照法律法规和章程规定的程序选举甲方指定的人选担任乙方及丙方的董事，并促使该等当选的董事按照甲方推荐的人选选举公司董事长，并委任由甲方指定

的人员作为乙方及丙方的总经理/副总经理、财务总监及其他高级管理人员。甲方应当善意地向乙方及丙方推荐符合适用法律规定的任职资格的人选。上述甲方推荐的高级管理人员若离开甲方或甲方的股东（包括直接或间接）（视情况而定），无论是自愿离职或是被甲方解聘，均将同时失去在乙方及丙方担任任何职务的资格。在此情况下，乙方及丙方将委任甲方推荐的其他受聘于甲方或甲方的股东（包括直接或间接）（视情况而定）的高级管理人员担任该等职务。乙方及丙方将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以完成上述解聘和聘任程序；

1.6.3. 甲方有权定期及随时核查乙方、丙方的账目，乙方、丙方应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并在不违反适用法律的情况下，乙方、丙方同意，配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及丙方的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。

1.7 乙方和丙方在此同意，一旦甲方提出书面要求，其将以届时所有的应收账款和/或其所有合法拥有并可以处分的其他资产，以届时法律所允许的方式,作为其履行本协议第2.1条规定的服务费的支付义务的担保。乙方和丙方在此同意，乙方及丙方将在本协议有效期内始终保持拥有其经营所需的完整的经营证照，以及充分的权利和资质在中国境内经营其目前正在从事的业务。

1.8 未经甲方事先书面同意，乙方及丙方不得进行承包经营、租赁经营、合并、分立、联营、股份制改造或其它变更经营方式和产权结构的安排，或以转让、出让、作价入股或其它方式处分乙方或丙方全部或实

质部分资产或权益。

1.9 当乙方或丙方因各种原因进行清算或解散时，乙方及丙方应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理乙方和丙方的财产。乙方及丙方确认，当乙方及丙方发生清算或解散时，无论本第1.9条的上述约定是否能够得到执行，乙方和丙方同意将各自依照中国法律法规对乙方及丙方进行清算所取得的全部剩余财产交付甲方。

1.10 乙方和丙方在此同意，未经甲方书面同意，其不得签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他协议或安排。

1.11 为确保服务接受方业务运营的现金流需求或为抵消业务运营中累积的损失，甲方同意其应在中国法律允许的范围内由其自身或通过其指定的其他方向服务接受方提供财务支持。甲方或其指定的其他方可以以银行委托贷款或借贷的方式向接受服务方提供财务支持。

2. 服务费的计算和支付方式

2.1 各方同意，服务费应当按年支付。甲方根据其向乙方和丙方提供的技术服务的工作量及商业价值及根据以下因素合理确定，并根据各方商定的价格向乙方和丙方出具年度账单，乙方、丙方应当按照年度账单规定的日期及账单金额向甲方支付相应的咨询服务费。服务费金额相当于乙方及丙方的全部可分配利润（经扣除以往年度亏损（如有），法定预留或预扣的成本、开支、税费及支出等费用）。甲方有权随时根据其向乙方和丙方提供咨询服务的数量和内容调整咨询服务费的标准。

2.1.1 服务的复杂程度及难度；

2.1.2 甲方雇员的级别和提供该等服务所需的时间；

2.1.3　服务的具体内容、范围和商业价值；

2.1.4　相同种类服务的市场参考价格；及

2.1.5　乙方、丙方的经营情况。

2.2　乙方和丙方应及时向甲方提供上年度的财务报表及为出具财务报表所需的一切经营记录、业务合同和财务资料。如果甲方对乙方和丙方提供之财务资料提出质疑，可委派信誉良好的独立会计师对有关资料进行审计。乙方和丙方应予以配合。

3. 知识产权和保密条款

3.1　甲方对履行本协议而产生、创造或开发的任何和所有权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他，无论其是由甲方还是由乙方、丙方开发的，均享有独有、独立、排他和完整的和所有权上的权利和权益（在中国法律不禁止的范围内）。除非经甲方明确授权，对于甲方为提供本协议下的服务而使用的属于甲方的知识产权，乙方和丙方不享有任何权益。为确保甲方在本条下的权利，如果必要，乙方和丙方应签署所有适当的文件，采取所有适当的行动，递交所有申请和备案，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权和无形资产的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利和无形资产的保护（包括将该知识产权权利和无形资产登记在甲方名下）。

3.2　各方确认，有关本协议、本协议内容以及其就准备或履行本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证

券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

4. 陈述和保证

4.1 甲方陈述和保证如下：

4.1.1. 甲方是按照中国法律合法注册并有效存续的一家公司。甲方或其指定的服务提供方将在根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照（若需）。

4.1.2. 甲方签署并履行本协议是在其法人资格及其经营范围之内；甲方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且不违反对甲方有约束力或影响的法律或其他限制。

4.1.3. 本协议构成甲方的合法、有效和有约束力的义务，该义务依本协议之条款可强制执行。

4.2 乙方及丙方陈述和保证如下：

4.2.1. 乙方是按照中国法律合法注册并有效存续的一家公司，经中国有关政府机关批准可以从事医疗服务；依托实体医院的互联网医院服务；药品互联网信息服务；医疗器械互联网信息服务；食品销售；食品互联网销售。（依法须经批准的项目，经相关部门批准后方可开展经营活动，具体经营项目以相关部门批准

文件或许可证件为准）；健康咨询服务（不含诊疗服务）；互联网销售（除销售需要许可的商品）；远程健康管理服务；医院管理；信息咨询服务（不含许可类信息咨询服务）；技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广；教育咨询服务（不含涉许可审批的教育培训活动）；业务培训（不含教育培训、职业技能培训等需取得许可的培训）；信息系统集成服务；广告设计、代理；广告制作；广告发布；化妆品零售；体育用品及器材零售；日用百货销售；日用品销售；卫生用品和一次性使用医疗用品销售；家居用品销售；电子产品销售；第一类医疗器械销售；第二类医疗器械销售；食品销售（仅销售预包装食品）；食品互联网销售（仅销售预包装食品）；保健食品（预包装）销售；特殊医学用途配方食品销售；婴幼儿配方乳粉及其他婴幼儿配方食品销售；会议及展览服务；市场营销策划；图文设计制作等相关业务。

4.2.2. 丙方是按照中国法律合法注册并有效存续的一家公司，经中国有关政府机关批准可以从事远程健康管理服务；信息技术咨询服务；网络技术服务；技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广；健康咨询服务（不含诊疗服务）；互联网销售（除销售需要许可的商品）；信息咨询服务（不含许可类信息咨询服务）；广告制作；广告设计、代理；广告发布；以自有资金从事投资活动；第二类医疗器械销售；体育用品及器材批发；体育用品及器材零售；体育用品设备出租；卫生用品和一次性使用医疗用品销售；计算机软硬件及辅助设备批发；计算机软硬件及辅助设备零售；网络设备销售；通讯设备销售；办公用品销售；电子产品销售；日用百货销售；第二类医疗器械租赁；第一类医疗器械销售；第一类医疗器械租赁；网络与信息安全软件开发；软件开发；信息系统集成服务；网络设备制造；化妆品批发；化妆品零售；个人卫生用品销售；社会经济咨询服务；企业管理；教育咨询服务（不含涉许可审

批的教育培训活动）；业务培训（不含教育培训、职业技能培训等需取得许可的培训）；厨具卫具及日用杂品批发；厨具卫具及日用杂品零售；日用品批发；日用品销售；针纺织品销售；卫生洁具销售；医学研究和试验发展（除人体干细胞、基因诊断与治疗技术开发和应用）；会议及展览服务；其他文化艺术经纪代理；技术进出口；进出口代理；食品互联网销售（仅销售预包装食品）；食品销售（仅销售预包装食品）；特殊医学用途配方食品销售；婴幼儿配方乳粉及其他婴幼儿配方食品销售；保健食品（预包装）销售；市场营销策划；图文设计制作。（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）；药品互联网信息服务；互联网信息服务；第二类增值电信业务；医疗器械互联网信息服务；食品销售；食品互联网销售等相关业务。

4.2.3. 乙方及/或丙方签署并履行本协议是在其法人资格及其经营范围之内；乙方及/或丙方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，以保证乙方及/或丙方能够及时取得经营其业务所需要的所有的经营证照，并使所有的经营证照在任何时候均保持持续有效并且不违反对乙方及/或丙方有约束力或影响的法律或其他限制。

4.2.4. 本协议构成乙方及/或丙方的合法、有效和有约束力的义务，并应针对其可强制执行。

5. 生效和有效期

5.1 本协议于文首标明的日期签署并应自该日期起生效。本协议长期有效，直至甲方或被指定人根据独家购买权合同（由甲方、乙方及丙方于2024年11月8日签订）完成收购乙方和丙方的全部股权及/或全部资产之日终止。

5.2 如果在本协议有效期内，任何一方的经营期限届满之前，该方应及时续展其经营期限，并尽最大努力获得主管部门对续展的批准并完成登记，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准，则本协议应于该方经营期限届满之时终止。

5.3 本协议签署后，各方应每三个月对本协议做一次审查，以决定是否根据当时的实际情况对本协议的规定作出修改或补充。

6. 适用法律和争议解决

6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应适用中国法律。

6.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方提出通过协商解决争议的要求后30天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

6.3 在中国法律允许及适当情况下，仲裁庭可以依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方和丙方股权或资产的救济措施和责令乙方和丙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和乙方和丙方主要资产所在地的法院均应被视为具有管辖权。

6.4 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

7. 补偿

7.1 若乙方或丙方实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成乙方或丙方在本协议下的违约。甲方有权要求乙方或丙方补正或采取补救措施。如在甲方向乙方或丙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理期限内），乙方或丙方仍未补正或采取补救措施，则甲方有权自行决定 (1) 终止本协议，并要求乙方或丙方给予全部的损害赔偿；或者 (2) 要求强制履行乙方或丙方在本协议项下的义务，并要求乙方或丙方给予全部的损害赔偿。本条不妨碍甲方在本协议下任何其他权利。

7.2 对于甲方应乙方、丙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方、丙方均应补偿给甲方，并使甲方不受该等损害，除非该等损失、损害、责任或费用是因甲方的严重疏忽或故意的不当行为而产生的。

8. 不可抗力

8.1 若由于地震、台风、洪水、火灾、流行病、战争、暴乱、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（下称“**不可抗力**”），而致使本协议任何一方不能履行、不能完全履行或延迟履行本协议时，则受上述不可抗力影响的一方不对此承担责任。但该受影响的一方须立即毫不迟延地向另外一方发出书面通

知，并须在发出该书面通知后十五（15）天内向另外一方提供不可抗力事件的详情和相关证明文件，解释其此种不能履行、不能完全履行或需要迟延履行的原因。

8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当的证明，其不得免于其因不能履行、不能完全履行或延迟履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。

8.3 不可抗力发生时，各方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

9. 通知

9.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

9.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达；

9.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

9.2 为通知的目的，各方地址如下：

甲方：

福建健康之路健康科技有限公司

地址：　福州市鼓楼区软件大道89号福州软件园F区3号楼22层
收件人：张万能
电话：　13375918080

乙方：
银川无边界互联网医院有限公司
地址：　宁夏银川市西夏区银川中关村创新中心2号楼第3层B-305
收件人：张万能
电话：　13375918080

丙方：
福建健康之路健康管理有限公司
地址：　福州市鼓楼区软件大道89号福州软件园F区3号楼22层
收件人：张万能
电话：　13375918080

9.3　任何一方可按本条规定的方式随时给另一方发出通知来改变其接收通知的地址。

10. <u>其他</u>

10.1　协议的转让

10.1.1. 乙方和丙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

10.1.2. 乙方和丙方在此同意，除非适用法律另有明确规定，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方和丙方发出书面通知，并且无需再就该等转让征得乙方和丙方的同意。

10.2 修订、更改与补充

10.2.1. 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。

10.2.2. 由于甲方之控股公司于成为上市公司后将受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》（下称“上市规则”）及相关上市科政策、上市决策及指引的规定，如本协议的交易未能符合上市规则及相关上市科政策、上市决策及指引的有关规定，则在合理可行且不违反中国法律的情况下，本协议各方需就香港联合交易所或其他监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合上市规则及相关上市科政策、上市决策及指引以及相关监管机构意见的要求。

10.3 完整合同

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

10.4 标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

10.5 语言

本协议以中文书就，一式叁(3)份，每一方各持壹(1)份，每份具有同等法律效力。

10.6 可分割性

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

10.7 继任者

本协议对各方各自的继任者（无论该等权利义务受让是由收购、重组、继承、转让、停业、解散、清算、去世、丧失行为能力、破产、离婚或其他原因导致）和该等各方所允许的受让方应具有约束力。

10.8 终止

10.8.1. 除非依据本协议的有关条款续期，本协议应于期满之日终止。

10.8.2. 本协议有效期内，除非甲方对乙方、丙方有严重疏忽或存在欺诈行为，乙方、丙方不得在期满之日前单方面终止本协议。但是，甲方应有权在任何时候通过提前30天向乙方、丙方发出书面通知终止本协议。

10.9 继续有效

10.9.1. 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

10.9.2. 第3条、第6条、第7条、第9条和本第10.9条的规定在本协议终止后应继续有效。

10.10 弃权

任何一方均可以对本协议的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）

签署：________

姓名：　张万能

职务：　法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

乙方：银川无边界互联网医院有限公司

（盖章）

签署：

姓名：　张万能

职务：　法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

丙方：福建健康之路健康管理有限公司

（盖章）

签署：

姓名： 张万能

职务： 法定代表人

2PO-202204[illegible]

独家购买权合同

本独家购买权合同（下称“**本合同**”）由下列各方于2023年2月8日在中华人民共和国（下称“**中国**”，为本合同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）福州市签订：

甲方： 福建健康之路健康科技有限公司
统一社会信用代码：91350102MA8U4KN44E
地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

乙方： 张万能
身份证号码：330106196701150579

传课计算机系统（北京）有限公司
统一社会信用代码：91110108589117016Q
地址：北京市海淀区东北旺西路8号中关村软件园17号楼3层B区

上饶市国有资产经营集团有限公司
统一社会信用代码：91361100669789461B
地址：江西省上饶市信州区凤凰中大道667号

上海界佳投资管理中心（有限合伙）
统一社会信用代码：91310230MA1JX7689M
地址：上海市闸北区长安路1138号26A

福州健康之路投资中心（有限合伙）
统一社会信用代码：91350105MA2XXKC52D
地址：福建省福州市马尾区儒江东路78号滨江广场1#楼2层503室(自贸试验区内)

福州万家康健股权投资管理中心（有限合伙）

统一社会信用代码：91350102310635896N

地址：福建省福州市鼓楼区鼓东街道五四路 162 号新华福广场 1#、2# 连接体 5 层 03-03

丙方： 福建健康之路信息技术有限公司

统一社会信用代码：913501283154697436

地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

在本合同中，甲方、乙方和丙方以下各称"**一方**"，合称"**各方**"。

鉴于：

截至本合同签署日，乙方合计持有丙方 100%的股权权益（"**乙方股权**"）；

现各方经友好协商一致，就甲方或指定的第三人购买乙方所持丙方股权事宜，达成如下协议，以兹共同遵守：

1. <u>股权买卖</u>

1.1 授予权利

乙方在此不可撤销地、无条件地独家授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本合同第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人(各称为"**被指定人**")从乙方购买其所持有的丙方的全部或部分股权的一项专有权("**股权购买权**")。除甲方和被指定人外，任何第三人均不得享有股权购买权或其他与乙方股权有关的权利。乙方特此放弃其在丙方的章程和中国法律项下就丙方股权的优先购买权。丙方特此同意乙方向甲方授予股权购买

权。本款及本合同所规定的"人"指个人、公司、合营企业、合伙企业、信托或非公司组织。

乙方和丙方于此特别确认，股权购买权还应视为包括乙方和丙方同时授予甲方或甲方指定的第三方一项不可撤销的独家购买丙方全部或部分资产（本协议项下之"资产"包括但不限于丙方目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）等）的权利，本协议中所有条款和条件将全部适用于甲方或甲方指定的第三方在本协议项下购买丙方全部或部分资产（包括价格条款），除非该等条款和条件的适用将违反适用法律法规的规定。甲方或甲方指定的第三方可以选择向乙方购买其持有的全部或部分的股权，或可以选择购买丙方的全部或部分的资产，或选择同时行使。

1.2 行使步骤

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知(**"股权购买通知"**，内容及格式见附件一)，股权购买通知应载明以下事项：(a)甲方关于行使股权购买权的决定，及被指定人的名称（若有）；(b)甲方或被指定人拟从乙方购买的股权份额(**"被购买股权"**)及价格；(c)被购买股权的购买日/转让日；和(d)双方就被购买股权达成合意并办理完相关股权转让之必要手续的时限。

1.3 股权买价

除非甲方行权时中国法律或法规要求评估外，被购买的股权的买价(**"股权买价"**)应为名义对价或法律允许的最低价格，或甲方同意的任何其他价格。

1.4 转让被购买股权

甲方每次行使股权购买权时：

1.4.1 乙方应促使丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

1.4.2 乙方应与甲方和/或(在适用的情况下)被指定人按照本合同及股权购买通知的规定，为每次转让签订股权转让合同（下称"**转让合同**"，内容及格式见附件二）；

1.4.3 乙方应在收到股权购买通知后三十（30）日或甲方在股权购买通知中合理要求的时限内，与有关各方应签署所有其他必要合同、协议或文件，取得全部必要的政府执照和许可，并完成所有必要登记、备案手续及采取所有必要行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人，并促使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本合同的目的，"**担保权益**"包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权保留或其他担保安排等；但为了明确起见，不包括在本合同、乙方股权质押合同项下产生的任何担保权益。本款及本合同所规定的"**乙方股权质押合同**"指甲方、乙方和丙方于本合同签署之日签订的股权质押合同及对其的任何修改、修订或重述，根据乙方股权质押合同，乙方为担保丙方履行丙方与甲方签订的独家业务合作协议项下的义务，而向甲方质押其在丙方持有的全部股权。

2. 承诺

2.1 有关丙方的承诺

乙方（作为丙方的股东）和丙方在此承诺：

2.1.1 未经甲方事先书面同意，不以任何形式补充、更改或修订丙方章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，审慎地及有效地经营其业务和处理其事务，并履行其在独家业务合作协议项下的义务；

2.1.3 采取一切必要的措施，以保证丙方能够及时取得经营其业务所需要的所有的经营证照，并使所有的经营证照在任何时候均保持持续有效；

2.1.4 未经甲方的事先书面同意，不在本合同签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何资产、业务或超过人民币 100 万元的收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担；

2.1.5 未经甲方事先书面同意，不发生、继承、保证或允许存在任何债务，但(i)在正常业务过程中而不是通过贷款产生的债务，和(ii)已向甲方披露并得到甲方书面同意的债务除外；

2.1.6 一直在正常业务过程中经营丙方的所有业务，以保持丙方的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；

2.1.7 未经甲方事先书面同意，不得促使丙方签订任何重大合同，但在正常业务过程中签订的合同及丙方与甲方的境外母公司或甲方境外母公司直接或间接控制的附属公司订立的合同除外(就本段

而言，如果一份合同的价值超过人民币 100 万元，即被视为重大合同)；

2.1.8 未经甲方事先书面同意，不得促使丙方向任何人提供贷款、信贷或任何类型的抵押、质押，或允许第三方对丙方的资产或股权设立抵押、质押；

2.1.9 应甲方要求，向其提供所有关于丙方的营运和财务状况的资料；

2.1.10 如甲方提出要求，应从甲方同意的保险公司处购买和持有有关丙方资产和业务的保险，该保险的金额和险种应与经营类似业务的公司一致；

2.1.11 未经甲方事先书面同意，不得促使或允许丙方与任何人合并或联合，或对任何人进行收购或投资；

2.1.12 未经甲方事先书面同意，除非依照中国法律要求，丙方不得清算、解散或注销；

2.1.13 在法定清算后，登记股东应向甲方全额支付他们收到或获得此类付款的任何剩余价值。如果中国法律禁止此类付款，则登记股东应在中国法律允许的范围内向甲方或甲方的指定人员支付此类收入；

2.1.14 应将发生的或可能发生的与丙方资产、业务或收入有关的任何诉讼、仲裁或行政程序立即通知甲方，并根据甲方的合理要求采取必要的措施；

2.1.15 为保持丙方对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

2.1.16 未经甲方事先书面同意，应确保丙方不得以任何形式派发股息予其股东，但一经甲方书面要求，丙方应立即将所有可分配利润分配给其股东；

2.1.17 应甲方要求，应委任由其指定的任何人士担任丙方的董事、监事及或高级管理人员；

2.1.18 未经甲方书面同意，丙方不得从事任何与甲方或甲方的关联公司相竞争的业务；及

2.1.19 促使丙方未来可能设立的附属公司（如适用）如丙方一般遵守其在本合同中给出的承诺。

2.2 乙方的承诺

乙方在此承诺：

2.2.1 就其不时购买的任何额外的丙方股权，按照第 1.1 条的规定给甲方或其指定的第三方独家购股权；

2.2.2 未经甲方事先书面同意，乙方不得出售、转让、抵押或以其他方式处置其拥有的丙方的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据乙方股权质押合同在该股权上设置的质押则除外；如果乙方就其持有的丙方股权获得任何转让价格，则乙方同意，在不违反中国法律的前提下，将该等转让股权所获得的转让价格全额支付给甲方作为补偿；

2.2.3 乙方应促使丙方股东会和/或董事会不批准在未经甲方事先书面同意的情况下，出售、转让、抵押或以其他方式处置乙方拥有的丙方的股权的任何合法或受益权益，或允许在其上设置任何担保

权益的产权负担，但根据乙方股权质押合同在该股权上设置的质押则除外；

2.2.4 乙方应促使丙方股东会或董事会不批准在未经甲方事先书面同意的情况下，与任何人合并或联合，或对任何人进行收购或投资；

2.2.5 乙方应将发生的或可能发生的关于其拥有的丙方的股权的任何诉讼、仲裁或行政程序立即通知甲方，并促使丙方根据甲方的合理要求采取必要的措施；

2.2.6 乙方应促使丙方股东会或董事会表决其批准本合同规定的被购买股权的转让并采取甲方可能要求的任何及所有其他行动；

2.2.7 为保持其对丙方的股权的所有权，乙方应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

2.2.8 应甲方要求，乙方应委任由其指定的任何人士出任丙方的董事、监事及或高级管理人员；

2.2.9 应甲方随时要求，乙方应根据本合同项下的股权购买权向甲方和/或被指定人立即和无条件地转让其在丙方的股权，并且乙方在此放弃其对丙方的另一现有股东进行股权转让的优先购买权（如有）；

2.2.10 如乙方从丙方获得任何利润分配、股息、分红、或清算所得，经甲方要求，乙方应以中国法律允许的方式将该利润、股息、分红、或清算所得及时支付至甲方或甲方指定的任何人；及

2.2.11 乙方应严格遵守本合同及乙方、丙方与甲方共同或分别签订的其他合同的规定，履行本合同及其他合同项下的义务，并不进行可

能影响其有效性和可强制执行性的任何作为/不作为。如果乙方对于本合同项下或本合同各方签署的乙方股权质押合同项下或以甲方为受益人而授予的授权委托协议项下的股权拥有任何剩余权利，除非根据甲方书面指示，否则乙方不得行使该等权利。

3. 陈述和保证

乙方和丙方特此在本合同签署之日和被购买的股权的每一个转让日向甲方共同及分别陈述和保证如下：

3.1 其有权签订和交付本合同和任何转让合同，并履行其在本合同和任何转让合同项下的义务。乙方和丙方同意在甲方行使股权购买权时，签署与本合同条款一致的转让合同。本合同和其是一方的转让合同构成或将构成其合法、有效及具有约束力的义务并应按照其条款对其可强制执行；

3.2 乙方和丙方已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本合同；

3.3 无论是本合同或任何转让合同的签署和交付还是本合同或任何转让合同项下的义务均不会：(i)导致对中国的任何适用法律的任何违反；(ii)与丙方章程、规章或其他组织文件相抵触；(iii)导致对其是一方或对其有约束力的任何合同或文书的违反，或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约；(iv)导致对向其任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反；或(v)导致向其任何一方颁发的任何执照或许可的中止或撤销或施加附加条件；

3.4 乙方对其在丙方拥有的股权拥有合法、完整、良好和可出售的所有权。除乙方股权质押合同外，乙方在该等股权上没有设置任何担保权益；

3.5 丙方是根据中国法律合法设立并有效存续的公司，丙方对其所有资产拥有合法、完整、良好和可出售的所有权，并且在上述资产上没有设置任何担保权益；

3.6 丙方没有任何未偿还债务，但(i)在正常业务过程中发生的债务，及(ii)已向甲方披露并得到甲方书面同意的债务除外；及

3.7 没有悬而未决的或可能发生的与在丙方的股权、丙方资产或丙方有关的诉讼、仲裁或行政程序。

4. 生效日

本合同应于各方签署本合同之日生效，至（1）甲方或被指定人根据本合同的约定行使其选择权而获得了丙方 100%股权/资产后，及届时有效的中国法律法规允许甲方或被指定人在开展丙方相关业务之日终止；或（2）甲方就解除本合同向其他方发出单方书面通知 30 日后终止。

5. 适用法律和争议解决

5.1 适用法律

本合同的签署、生效、解释、履行、修改和终止以及本合同项下争议的解决应适用中国正式公布并可公开得到的法律。对于中国正式公布并可公开得到的法律的未尽事宜，应适用国际法律原则和惯例。

5.2 争议的解决方法

如果因解释和履行本合同发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求向其他各方提出通过协商解决争议的要求后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可

将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

在中国法律允许及适当情况下，仲裁庭可以依照本合同项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方股权或丙方资产的救济措施和责令丙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和丙方主要资产所在地的法院均应被视为具有管辖权。

因解释和履行本合同而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本合同项下的其他权利并履行各自在本合同项下的其他义务。

6. 税款和费用

每一方均应根据中国法律，就编制和签署本合同和转让合同以及完成本合同和转让合同项下规定的交易，支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、开支和费用。

7. 通知

7.1 根据本合同所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地址。

每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

7.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达。

7.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

7.2 为通知的目的，各方地址如下：

甲方：
福建健康之路健康科技有限公司
地址： 福州市鼓楼区软件大道89号福州软件园F区3号楼22层
收件人：张万能
电话： 13375918080

乙方：
张万能
地址： 福建省福州市鼓楼区洪山镇实达公寓2-504室
收件人：张万能
电话： 13375918080

传课计算机系统（北京）有限公司
地址： 北京市海淀区上地十街10号百度大厦
收件人：宋宁
电话： 13051169575

上饶市国有资产经营集团有限公司
地址： 江西省上饶市信州区凤凰中大道667号
收件人：谭定胜

电话： 13970308405

上海界佳投资管理中心（有限合伙）
地址： 上海市崇明区长兴镇潘园公路 1800 号 3 号楼 1735 室(上海泰和经济发展区)
收件人：严丽隽
电话： 13564247060

福州健康之路投资中心（有限合伙）
地址： 福建省福州市马尾区儒江东路 78 号滨江广场 1#楼 2 层 503 室(自贸试验区内)
收件人：张万能
电话： 13375918080

福州万家康健股权投资管理中心（有限合伙）
地址： 福建省福州市鼓楼区鼓东街道五四路 162 号新华福广场 1#、2#连接体 5 层 03-03
收件人：刘奇志
电话： 13906908906

丙方：
福建健康之路信息技术有限公司
地址： 福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层
收件人：张万能
电话： 13375918080

8. 保密责任

各方确认，其就本合同而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向

任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本合同项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本合同承担法律责任。无论本合同以任何理由终止，本条应继续有效。

9. 进一步保证

各方同意迅速签署为执行本合同的各项规定和目的而合理需要的或对其有利的文件，以及采取为执行本合同的各项规定和目的而合理需要的或对其有利的进一步行动。

10. 违约责任

若乙方或丙方实质性违反本合同项下的任何一项约定，或不履行、不完全履行或迟延履行本合同项下的任何一项义务，即构成乙方或丙方（视情况而定）在本合同下的违约。甲方有权要求乙方或丙方补正或采取补救措施。如在甲方向乙方或丙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理期限内）乙方或丙方（视情况而定）仍未补正或采取补救措施，则甲方有权自行决定 (1) 终止本合同，并要求乙方或丙方（视情况而定）给予全部的损害赔偿；或者 (2) 要求强制履行乙方或丙方（视情况而定）在本合同项下的义务，并要求乙方或丙方（视情况而定）给予全部的损害赔偿。本条不妨碍甲方在本合同下任何其他权利。

11. 其他

11.1. 修订、更改与补充

11.1.1. 对本合同作出的任何修订、更改与补充，均须经所有各方签署书面协议。

11.1.2. 由于甲方之控股公司于成为上市公司后将受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》（下称“上市规则”）及相关上市科政策、上市决策及指引的规定，如本合同的交易未能符合上市规则及相关上市科政策、上市决策及指引的有关规定，则在合理可行且不违反中国法律的情况下，本合同各方需就香港联合交易所或其他监管机构所发布的法律法规或监管意见修改本合同以使得本合同符合上市规则及相关上市科政策、上市决策及指引以及相关监管机构意见的要求。

11.2. 完整合同

除了在本合同签署后所作出的书面修订、补充或更改以外，本合同应构成本合同各方就本合同标的物所达成的完整协议，并应取代在此之前就本合同标的物所达成的所有口头和书面的协商、陈述和合同。

11.3. 标题

本合同的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本合同的规定的含义。

11.4. 语言

本合同以中文书就，一式捌(8)份，每一方各持一份，每份具有同等法律效力。

11.5. 可分割性

如果本合同有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本合同其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

11.6. 继任者

本合同对各方各自的继任者（无论该等权利义务受让是由收购、重组、继承、转让、停业、解散、清算、去世、丧失行为能力、破产、离婚或其他原因导致）和该等各方所允许的受让方应具有约束力。若乙方因身故、破产或离婚等任何原因而导致其所持丙方股权出现变动，则（i）本合同及本合同各方签署的《独家业务合作协议》《股权质押合同》及《授权委托协议》项下的权利、义务及责任继续对其继受人具有法律约束力；（ii）乙方的遗嘱、离婚协议、债务安排及其订立任何形式的其他法律文件以及相关的重组协议中对丙方及其附属公司相关的处置（包括但不限于股权、债权、资产等）均以本合同、《股权质押合同》、《授权委托协议》及《独家业务合作协议》的内容为准，除非事先获得甲方的书面同意。

11.7. 继续有效

11.7.1. 本合同期满或提前终止前因本合同而发生的或到期的任何义务在本合同期满或提前终止后应继续有效。

11.7.2. 第 5 条、第 7 条、第 8 条和本第 11.7 条的规定在本合同终止后应继续有效。

11.8. 弃权

任何一方均可以对本合同的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）

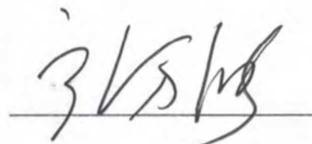
签署：

姓名：　[张万能]

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：张万能

签署：

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：传课计算机系统（北京）有限公司

（盖章）

签署：崔珊珊

姓名：崔珊珊

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：上饶市国有资产经营集团有限公司

（盖章）

签署：__________

姓名：胡保才

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：上海界佳投资管理中心（有限合伙）

（盖章）

签署：曹以合

姓名：曹以合

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：福州健康之路投资中心（有限合伙）

（盖章）

签署：

姓名：张万能

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：福州万家康健股权投资管理中心（有限合伙）

（盖章）

签署：________________

姓名：刘奇志

职务：执行事务合伙人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

丙方：福建健康之路信息技术有限公司

（盖章）

签署：

姓名：张万能

职务：法定代表人

附件一　　　　　　　股权购买通知

致：福建健康之路信息技术有限公司各股东及福建健康之路信息技术有限公司

鉴于本公司于[•]年[•]月[•]日与贵方签署了一份《独家购买权合同》，约定在中国相关法律法规允许的条件下，贵方应根据本公司的要求，向本公司或本公司指定的受让人出售贵方在福建健康之路信息技术有限公司中持有的股权。

因此，本公司特此向贵方发出本通知如下：

本公司兹要求行使《独家购买权合同》项下的选择权，以人民币[•]元的价格，由本公司/本公司指定的受让人[•]拟于[•]年[•]月[•]日购买阁下持有的、占福建健康之路信息技术有限公司注册资本[•]%的股权（下称"**拟受让股权**"）。请贵方在收到本通知后[•]日内，立即依据《独家购买权合同》的约定，办理完向本公司/本公司指定的受让人出售所有拟受让股权之必要手续。

福建健康之路健康科技有限公司（章）

签署：

姓名：[•]

职务：[•]

日期：[•]

附件二

股权转让合同[1]

本股权转让合同（下称“**本合同**”）由以下双方于[•]年[•]月[•]日在[•]订立：

转让方：　传课计算机系统（北京）有限公司，统一社会信用代码为91110108589117016Q

受让方：　[•]，统一社会信用代码为[•]

以上双方经友好协商，就股权出让事宜达成协议如下：

1. 转让方同意将所持的福建健康之路信息技术有限公司 12.7713%股权（下称“**标的股权**”）以 2200 万元人民币转让给受让方，受让方同意受让该标的股权。

2. 标的股权转让完成后，转让方不再享有该标的股权的股东权利和承担该标的股权的股东义务，受让方享有标的股权的股东权利和承担标的股权的股东义务。

3. 本合同未尽事宜，可由双方签署补充协议另行约定。

4. 本合同自双方签署之日起生效。

5. 本合同一式[•]份，双方各持一份，其他用于办理工商变更手续。

转让方：传课计算机系统（北京）有限公司
签署/盖章：

受让方：
签署/盖章：

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[1] 适用于传课计算机系统（北京）有限公司

股权转让合同[2]

本股权转让合同（下称“**本合同**”）由以下双方于[•]年[•]月[•]日在[•]订立：

转让方： [•]，身份证号码/统一社会信用代码为[•]

受让方： [•]，统一社会信用代码为[•]

以上双方经友好协商，就股权出让事宜达成协议如下：

1. 转让方同意将所持的福建健康之路信息技术有限公司[•]%股权（下称“**标的股权**”）以[•]元人民币转让给受让方，受让方同意受让该标的股权。

2. 标的股权转让完成后，转让方不再享有该标的股权的股东权利和承担该标的股权的股东义务，受让方享有标的股权的股东权利和承担标的股权的股东义务。

3. 本合同未尽事宜，可由双方签署补充协议另行约定。

4. 本合同自双方签署之日起生效。

5. 本合同一式[•]份，双方各持一份，其他用于办理工商变更手续。

转让方：
签署/盖章：

受让方：
签署/盖章：

[2] 适用于福建健康之路信息技术有限公司股东（传课计算机系统（北京）有限公司除外）

ZPO-1023016

独家购买权合同

本独家购买权合同（下称“**本合同**”）由下列各方于2023年2月8日在中华人民共和国（下称“**中国**”，为本合同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）福州市签订：

甲方： 福建健康之路健康科技有限公司

统一社会信用代码：91350102MA8U4KN44E

地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

乙方： 张万能

身份证号码：330106196701150579

丙方： 福建健康之路医疗科技有限公司

统一社会信用代码：91350100MABPWJA50W

地址：福建省福州高新区科技东路8号福州高新技术产业园创业大厦主楼9层918-2

在本合同中，甲方、乙方和丙方以下各称“**一方**”，合称“**各方**”。

鉴于：

截至本合同签署日，甲方、乙方是丙方的现有股东，乙方持有丙方50%的股权权益（“**乙方股权**”），甲方则持有丙方其余50%的股权权益；

现各方经友好协商一致，就甲方或指定的第三人购买乙方所持丙方股权事宜，达成如下协议，以兹共同遵守：

1. <u>股权买卖</u>

1.1 授予权利

乙方在此不可撤销地、无条件地独家授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本合同第1.3条所述的价格，随时一次或多次从乙方购买或指定一人或多人(各称为"**被指定人**")从乙方购买其所持有的丙方的全部或部分股权的一项专有权("**股权购买权**")。除甲方和被指定人外，任何第三人均不得享有股权购买权或其他与乙方股权有关的权利。乙方特此放弃其在丙方的章程和中国法律项下就丙方股权的优先购买权。丙方特此同意乙方向甲方授予股权购买权。本款及本合同所规定的"**人**"指个人、公司、合营企业、合伙企业、信托或非公司组织。

乙方和丙方于此特别确认，股权购买权还应视为包括乙方和丙方同时授予甲方或甲方指定的第三方一项不可撤销的独家购买丙方全部或部分资产（本协议项下之"资产"包括但不限于丙方目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）等）的权利，本协议中所有条款和条件将全部适用于甲方或甲方指定的第三方在本协议项下购买丙方全部或部分资产（包括价格条款），除非该等条款和条件的适用将违反适用法律法规的规定。甲方或甲方指定的第三方可以选择向乙方购买其持有的全部或部分的股权，或可以选择购买丙方的全部或部分的资产，或选择同时行使。

1.2 行使步骤

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知("**股权购买通知**"，内容及格式见附件一)，股权购买通知应载明以下事项：(a)甲方关于行使股权购买权的决定，及被指定人的名称（若有）；(b)甲方或被指定人拟从乙

方购买的股权份额(“**被购买股权**”)及价格；(c)被购买股权的购买日/转让日；和(d)双方就被购买股权达成合意并办理完相关股权转让之必要手续的时限。

1.3 股权买价

除非甲方行权时中国法律或法规要求评估外，被购买的股权的买价(“**股权买价**”)应为名义对价或法律允许的最低价格。

1.4 转让被购买股权

甲方每次行使股权购买权时：

1.4.1 乙方应促使丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

1.4.2 乙方应与甲方和/或(在适用的情况下)被指定人按照本合同及股权购买通知的规定，为每次转让签订股权转让合同（下称“**转让合同**”，内容及格式见附件二）；

1.4.3 乙方应在收到股权购买通知后三十（30）日或甲方在股权购买通知中合理要求的时限内，与有关各方应签署所有其他必要合同、协议或文件，取得全部必要的政府执照和许可，并完成所有必要登记、备案手续及采取所有必要行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人，并促使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本合同的目的，“**担保权益**”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权保留或其他担保安排等；但为了明确起见，不包括在本合同、乙方股权质押合同项下产生的任何担保权益。本款及本合同所规定的“**乙方股权质押合同**”指甲方、乙方和丙方于本合同签署之日签

订的股权质押合同及对其的任何修改、修订或重述，根据乙方股权质押合同，乙方为担保丙方履行丙方与甲方签订的独家业务合作协议项下的义务，而向甲方质押其在丙方持有的全部股权。

2. 承诺

2.1 有关丙方的承诺

乙方（作为丙方的股东）和丙方在此承诺：

2.1.1 未经甲方事先书面同意，不以任何形式补充、更改或修订丙方章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，审慎地及有效地经营其业务和处理其事务，并履行其在独家业务合作协议项下的义务；

2.1.3 采取一切必要的措施，以保证丙方能够及时取得经营其业务所需要的所有的经营证照（包括但不限于增值电信业务经营资质等），并使所有的经营证照在任何时候均保持持续有效；

2.1.4 未经甲方的事先书面同意，不在本合同签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何资产、业务或超过人民币 100 万元的收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担；

2.1.5 未经甲方事先书面同意，不发生、继承、保证或允许存在任何债务，但(i)在正常业务过程中而不是通过贷款产生的债务，和(ii)已向甲方披露并得到甲方书面同意的债务除外；

2.1.6 一直在正常业务过程中经营丙方的所有业务，以保持丙方的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；

2.1.7 未经甲方事先书面同意，不得促使丙方签订任何重大合同，但在正常业务过程中签订的合同及丙方与甲方的境外母公司或甲方境外母公司直接或间接控制的附属公司订立的合同除外(就本段而言，如果一份合同的价值超过人民币 100 万元，即被视为重大合同)；

2.1.8 未经甲方事先书面同意，不得促使丙方向任何人提供贷款、信贷或任何类型的抵押、质押，或允许第三方对丙方的资产或股权设立抵押、质押；

2.1.9 应甲方要求，向其提供所有关于丙方的营运和财务状况的资料；

2.1.10 如甲方提出要求，应从甲方同意的保险公司处购买和持有有关丙方资产和业务的保险，该保险的金额和险种应与经营类似业务的公司一致；

2.1.11 未经甲方事先书面同意，不得促使或允许丙方与任何人合并或联合，或对任何人进行收购或投资；

2.1.12 未经甲方事先书面同意，除非依照中国法律要求，丙方不得清算、解散或注销；

2.1.13 在法定清算后，登记股东应向甲方全额支付他们收到或获得此类付款的任何剩余价值。如果中国法律禁止此类付款，则登记股东应在中国法律允许的范围内向甲方或甲方的指定人员支付此类收入；

2.1.14 应将发生的或可能发生的与丙方资产、业务或收入有关的任何诉讼、仲裁或行政程序立即通知甲方，并根据甲方的合理要求采取必要的措施；

2.1.15 为保持丙方对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

2.1.16 未经甲方事先书面同意，应确保丙方不得以任何形式派发股息予其股东，但一经甲方书面要求，丙方应立即将所有可分配利润分配给其股东；

2.1.17 应甲方要求，应委任由其指定的任何人士担任丙方的董事、监事及或高级管理人员；

2.1.18 未经甲方书面同意，丙方不得从事任何与甲方或甲方的关联公司相竞争的业务；及

2.1.19 促使丙方未来可能设立的附属公司（如适用）如丙方一般遵守其在本合同中给出的承诺。

2.2 乙方的承诺

乙方在此承诺：

2.2.1 就其不时购买的任何额外的丙方股权，按照第 1.1 条的规定给甲方或其指定的第三方独家购股权；

2.2.2 未经甲方事先书面同意，乙方不得出售、转让、抵押或以其他方式处置其拥有的丙方的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据乙方股权质押合同在该

股权上设置的质押则除外；如果乙方就其持有的丙方股权获得任何转让价格，则乙方同意，在不违反中国法律的前提下，将该等转让股权所获得的转让价格全额支付给甲方作为补偿；

2.2.3 乙方应促使丙方股东会和/或董事会不批准在未经甲方事先书面同意的情况下，出售、转让、抵押或以其他方式处置乙方拥有的丙方的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据乙方股权质押合同在该股权上设置的质押则除外；

2.2.4 乙方应促使丙方股东会或董事会不批准在未经甲方事先书面同意的情况下，与任何人合并或联合，或对任何人进行收购或投资；

2.2.5 乙方应将发生的或可能发生的关于其拥有的丙方的股权的任何诉讼、仲裁或行政程序立即通知甲方，并促使丙方根据甲方的合理要求采取必要的措施；

2.2.6 乙方应促使丙方股东会或董事会表决其批准本合同规定的被购买股权的转让并采取甲方可能要求的任何及所有其他行动；

2.2.7 为保持其对丙方的股权的所有权，乙方应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

2.2.8 应甲方要求，乙方应委任由其指定的任何人士出任丙方的董事、监事及或高级管理人员；

2.2.9 应甲方随时要求，乙方应根据本合同项下的股权购买权向甲方和/或被指定人立即和无条件地转让其在丙方的股权，并且乙方在此放弃其对丙方的另一现有股东进行股权转让的优先购买权（如有）；

2.2.10 如乙方从丙方获得任何利润分配、股息、分红、或清算所得，经甲方要求，乙方应以中国法律允许的方式将该利润、股息、分红、或清算所得及时支付至甲方或甲方指定的任何人；

2.2.11 乙方应严格遵守本合同及乙方、丙方与甲方共同或分别签订的其他合同的规定，履行本合同及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。如果乙方对于本合同项下或本合同各方签署的乙方股权质押合同项下或以甲方为受益人而授予的授权委托协议项下的股权拥有任何剩余权利，除非根据甲方书面指示，否则乙方不得行使该等权利。

3. 陈述和保证

乙方和丙方特此在本合同签署之日和被购买的股权的每一个转让日向甲方共同及分别陈述和保证如下：

3.1 其有权签订和交付本合同和任何转让合同，并履行其在本合同和任何转让合同项下的义务。乙方和丙方同意在甲方行使股权购买权时，签署与本合同条款一致的转让合同。本合同和其是一方的转让合同构成或将构成其合法、有效及具有约束力的义务并应按照其条款对其可强制执行；

3.2 乙方和丙方已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本合同；

3.3 无论是本合同或任何转让合同的签署和交付还是本合同或任何转让合同项下的义务均不会：(i)导致对中国的任何适用法律的任何违反；(ii)与丙方章程、规章或其他组织文件相抵触；(iii)导致对其是一方或对其有约束力的任何合同或文书的违反，或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约；(iv)导致对向其任何一方颁

发的任何执照或许可的授予和/或继续生效的任何条件的任何违反；或(v)导致向其任何一方颁发的任何执照或许可的中止或撤销或施加附加条件；

3.4 乙方对其在丙方拥有的股权拥有合法、完整、良好和可出售的所有权。除乙方股权质押合同外，乙方在该等股权上没有设置任何担保权益；

3.5 丙方是根据中国法律合法设立并有效存续的公司，丙方对其所有资产拥有合法、完整、良好和可出售的所有权，并且在上述资产上没有设置任何担保权益；

3.6 丙方没有任何未偿还债务，但(i)在正常业务过程中发生的债务，及(ii)已向甲方披露并得到甲方书面同意的债务除外；及

3.7 没有悬而未决的或可能发生的与在丙方的股权、丙方资产或丙方有关 的诉讼、仲裁或行政程序。

4. 生效日

本合同应于各方签署本合同之日生效，至（1）甲方或被指定人根据本合同的约定行使其选择权而获得了丙方 100%股权/资产后，及届时有效的中国法律法规允许甲方或被指定人在开展丙方相关业务之日终止；或（2）甲方就解除本合同向其他方发出单方书面通知 30 日后终止。

5. 适用法律和争议解决

5.1 适用法律

本合同的签署、生效、解释、履行、修改和终止以及本合同项下争议的解决应适用中国正式公布并可公开得到的法律。对于中国正式公布并可公开得到的法律的未尽事宜，应适用国际法律原则和惯例。

5.2 争议的解决方法

如果因解释和履行本合同发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求向其他各方提出通过协商解决争议的要求后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

在中国法律允许及适当情况下，仲裁庭可以依照本合同项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方股权或丙方资产的救济措施和责令丙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和丙方主要资产所在地的法院均应被视为具有管辖权。

因解释和履行本合同而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本合同项下的其他权利并履行各自在本合同项下的其他义务。

6. <u>税款和费用</u>

每一方均应根据中国法律，就编制和签署本合同和转让合同以及完成本合同和转让合同项下规定的交易，支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、开支和费用。

7. 通知

7.1 根据本合同所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

7.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达。

7.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

7.2 为通知的目的，各方地址如下：

甲方：
福建健康之路健康科技有限公司
地址： 福州市鼓楼区软件大道89号福州软件园F区3号楼22层
收件人：张万能
电话： 13375918080

乙方：
张万能
地址： 福建省福州市鼓楼区洪山镇实达公寓2-504室
收件人：张万能
电话： 13375918080

丙方：
福建健康之路医疗科技有限公司

地址： 福建省福州高新区科技东路8号福州高新技术产业园创业大厦主楼9层918-2

收件人：张万能

电话： 13375918080

8. 保密责任

各方确认，其就本合同而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本合同项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本合同承担法律责任。无论本合同以任何理由终止，本条应继续有效。

9. 进一步保证

各方同意迅速签署为执行本合同的各项规定和目的而合理需要的或对其有利的文件，以及采取为执行本合同的各项规定和目的而合理需要的或对其有利的进一步行动。

10. 违约责任

若乙方或丙方实质性违反本合同项下的任何一项约定，或不履行、不完全履行或迟延履行本合同项下的任何一项义务，即构成乙方或丙方（视情况而定）在本合同下的违约。甲方有权要求乙方或丙方补正或采取补救措施。如在甲方向乙方或丙方发出书面通知并提出补正要求后的十（10）天内（或甲方要

求的其他合理期限内）乙方或丙方（视情况而定）仍未补正或采取补救措施，则甲方有权自行决定 (1) 终止本合同，并要求乙方或丙方（视情况而定）给予全部的损害赔偿；或者 (2) 要求强制履行乙方或丙方（视情况而定）在本合同项下的义务，并要求乙方或丙方（视情况而定）给予全部的损害赔偿。本条不妨碍甲方在本合同下任何其他权利。

11. <u>其他</u>

11.1. 修订、更改与补充

11.1.1. 对本合同作出的任何修订、更改与补充，均须经所有各方签署书面协议。

11.1.2. 由于甲方之控股公司于成为上市公司后将受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》（下称“上市规则”）及相关上市科政策、上市决策及指引的规定，如本合同的交易未能符合上市规则及相关上市科政策、上市决策及指引的有关规定，则在合理可行且不违反中国法律的情况下，本合同各方需就香港联合交易所或其他监管机构所发布的法律法规或监管意见修改本合同以使得本合同符合上市规则及相关上市科政策、上市决策及指引以及相关监管机构意见的要求。

11.2. 完整合同

除了在本合同签署后所作出的书面修订、补充或更改以外，本合同应构成本合同各方就本合同标的物所达成的完整协议，并应取代在此之前就本合同标的物所达成的所有口头和书面的协商、陈述和合同。

11.3. 标题

本合同的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本合同的规定的含义。

11.4. 语言

本合同以中文书就，一式叁(3)份，每一方各持一份，每份具有同等法律效力。

11.5. 可分割性

如果本合同有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本合同其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

11.6. 继任者

本合同对各方各自的继任者（无论该等权利义务受让是由收购、重组、继承、转让、停业、解散、清算、去世、丧失行为能力、破产、离婚或其他原因导致）和该等各方所允许的受让方应具有约束力。若乙方因身故、破产或离婚等任何原因而导致其所持丙方股权出现变动，则（i）本合同及本合同各方签署的《独家业务合作协议》《股权质押合同》及《授权委托协议》项下的权利、义务及责任继续对其继受人具有法律约束力；（ii）乙方的遗嘱、离婚协议、债务安排及其订立任何形式的其他法律文件以及相关的重组协议中对丙方及其附属公司相关的处置（包括但不限于股权、债权、资产等）均以本合同、《股

权质押合同》、《授权委托协议》及《独家业务合作协议》的内容为准，除非事先获得甲方的书面同意。

11.7. 继续有效

11.7.1. 本合同期满或提前终止前因本合同而发生的或到期的任何义务在本合同期满或提前终止后应继续有效。

11.7.2. 第5条、第7条、第8条和本第11.7条的规定在本合同终止后应继续有效。

11.8. 弃权

任何一方均可以对本合同的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）

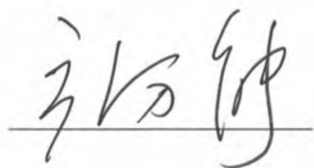
签署：

姓名：张万能

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：张万能

签署：

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

丙方：福建健康之路医疗科技有限公司

（盖章）

签署：________________

姓名：张万能

职务：法定代表人

附件一 股权购买通知

致：福建健康之路信息技术有限公司各股东及福建健康之路医疗科技有限公司

鉴于本公司于[•]年[•]月[•]日与贵方签署了一份《独家购买权合同》，约定在中国相关法律法规允许的条件下，贵方应根据本公司的要求，向本公司或本公司指定的受让人出售贵方在福建健康之路信息技术有限公司中持有的股权。

因此，本公司特此向贵方发出本通知如下：

本公司兹要求行使《独家购买权合同》项下的选择权，以人民币[•]元的价格，由本公司/本公司指定的受让人[•]拟于[•]年[•]月[•]日购买阁下持有的、占福建健康之路信息技术有限公司注册资本[•]%的股权（下称"**拟受让股权**"）。请贵方在收到本通知后[•]日内，立即依据《独家购买权合同》的约定，办理完向本公司/本公司指定的受让人出售所有拟受让股权之必要手续。

福建健康之路健康科技有限公司（章）

签署：

姓名：[•]

职务：[•]

日期：[•]

附件二

股权转让合同

本股权转让合同（下称"**本合同**"）由以下双方于[•]年[•]月[•]日在[•]订立：

转让方：　[•]，身份证号码/统一社会信用代码为[•]

受让方：　[•]，统一社会信用代码为[•]

以上双方经友好协商，就股权出让事宜达成协议如下：

1. 转让方同意将所持的福建健康之路医疗科技有限公司[•]%股权（下称"**标的股权**"）以[•]元人民币转让给受让方，受让方同意受让该标的股权。

2. 标的股权转让完成后，转让方不再享有该标的股权的股东权利和承担该标的股权的股东义务，受让方享有标的股权的股东权利和承担标的股权的股东义务。

3. 本合同未尽事宜，可由双方签署补充协议另行约定。

4. 本合同自双方签署之日起生效。

5. 本合同一式[•]份，双方各持一份，其他用于办理工商变更手续。

转让方：
签署/盖章：

受让方：
签署/盖章：

独家购买权合同

本独家购买权合同（下称“**本合同**”）由下列各方于2024年11月8日在中华人民共和国（下称“**中国**”，为本合同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）福州市签订：

甲方： 福建健康之路健康科技有限公司
统一社会信用代码：91350102MA8U4KN44E
地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

乙方： 福建健康之路信息技术有限公司
统一社会信用代码：913501283154697436
地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

丙方： 银川无边界互联网医院有限公司
统一社会信用代码：91640100MA7718RA7H
地址：宁夏银川市西夏区银川中关村创新中心2号楼第3层B-305

福建健康之路健康管理有限公司
统一社会信用代码：913501006719181032
地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

在本合同中，甲方、乙方和丙方以下各称“**一方**”，合称“**各方**”。

鉴于：

截至本合同签署日，乙方持有丙方100%的股权权益（“**乙方股权**”）；

现各方经友好协商一致，就甲方或指定的第三人购买乙方所持丙方股权事宜，达成如下协议，以兹共同遵守：

1. 股权买卖

1.1 授予权利

乙方在此不可撤销地、无条件地独家授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本合同第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人(各称为“**被指定人**”)从乙方购买其所持有的丙方的全部或部分股权的一项专有权(“**股权购买权**”)。除甲方和被指定人外，任何第三人均不得享有股权购买权或其他与乙方股权有关的权利。乙方特此放弃其在丙方的章程和中国法律项下就丙方股权的优先购买权。丙方特此同意乙方向甲方授予股权购买权。本款及本合同所规定的“**人**”指个人、公司、合营企业、合伙企业、信托或非公司组织。

乙方和丙方于此特别确认，股权购买权还应视为包括乙方和丙方同时授予甲方或甲方指定的第三方一项不可撤销的独家购买丙方全部或部分资产（本协议项下之“资产”包括但不限于丙方目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）等）的权利，本协议中所有条款和条件将全部适用于甲方或甲方指定的第三方在本协议项下购买丙方全部或部分资产（包括价格条款），除非该等条款和条件的适用将违反适用法律法规的规定。甲方或甲方指定的第三方可以选择向乙方购买其持有的全部或部分的股权，或可以选择购买丙方的全部或部分的资产，或选择同时行使。

1.2 行使步骤

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知(“**股权购买通知**”，内容及格式见<u>附件一</u>)，股权购买通知应载明以下事项：(a)甲方关于行使股权购买权的决定，及被指定人的名称（若有）；(b)甲方或被指定人拟从乙方购买的股权份额(“**被购买股权**”)及价格；(c)被购买股权的购买日/转让日；和(d)双方就被购买股权达成合意并办理完相关股权转让之必要手续的时限。

1.3 股权买价

除非甲方行权时中国法律或法规要求评估外，被购买的股权的买价(“**股权买价**”)应为名义对价或法律允许的最低价格，或甲方同意的任何其他价格。

1.4 转让被购买股权

甲方每次行使股权购买权时：

1.4.1 乙方应促使丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

1.4.2 乙方应与甲方和/或(在适用的情况下)被指定人按照本合同及股权购买通知的规定，为每次转让签订股权转让合同（下称“**转让合同**”，内容及格式见<u>附件二</u>）；

1.4.3 乙方应在收到股权购买通知后三十（30）日或甲方在股权购买通知中合理要求的时限内，与有关各方应签署所有其他必要合同、协议或文件，取得全部必要的政府执照和许可，并完成所有必要登记、备案手续及采取所有必要行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人，并促使甲方和/或被指定人成为被购买股权的登记在册所有人。

为本款及本合同的目的，“**担保权益**”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权保留或其他担保安排等；但为了明确起见，不包括在本合同、乙方股权质押合同项下产生的任何担保权益。本款及本合同所规定的“**乙方股权质押合同**”指甲方、乙方和丙方于本合同签署之日签订的股权质押合同及对其的任何修改、修订或重述，根据乙方股权质押合同，乙方为担保丙方履行丙方与甲方签订的独家业务合作协议项下的义务，而向甲方质押其在丙方持有的全部股权。

2. 承诺

2.1 有关丙方的承诺

乙方（作为丙方的股东）和丙方在此承诺：

2.1.1 未经甲方事先书面同意，不以任何形式补充、更改或修订丙方章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，审慎地及有效地经营其业务和处理其事务，并履行其在独家业务合作协议项下的义务；

2.1.3 采取一切必要的措施，以保证丙方能够及时取得经营其业务所需要的所有的经营证照，并使所有的经营证照在任何时候均保持持续有效；

2.1.4 未经甲方的事先书面同意，不在本合同签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何资产、业务或超过人民币 100 万元的收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担；

2.1.5 未经甲方事先书面同意，不发生、继承、保证或允许存在任何债务，但(i)在正常业务过程中而不是通过贷款产生的债务，和(ii)已向甲方披露并得到甲方书面同意的债务除外；

2.1.6 一直在正常业务过程中经营丙方的所有业务，以保持丙方的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；

2.1.7 未经甲方事先书面同意，不得促使丙方签订任何重大合同，但在正常业务过程中签订的合同及丙方与甲方的境外母公司或甲方境外母公司直接或间接控制的附属公司订立的合同除外(就本段而言，如果一份合同的价值超过人民币 100 万元，即被视为重大合同)；

2.1.8 未经甲方事先书面同意，不得促使丙方向任何人提供贷款、信贷或任何类型的抵押、质押，或允许第三方对丙方的资产或股权设立抵押、质押；

2.1.9 应甲方要求，向其提供所有关于丙方的营运和财务状况的资料；

2.1.10 如甲方提出要求，应从甲方同意的保险公司处购买和持有有关丙方资产和业务的保险，该保险的金额和险种应与经营类似业务的公司一致；

2.1.11 未经甲方事先书面同意，不得促使或允许丙方与任何人合并或联合，或对任何人进行收购或投资；

2.1.12 未经甲方事先书面同意，除非依照中国法律要求，丙方不得清算、解散或注销；

2.1.13 在法定清算后，登记股东应向甲方全额支付他们收到或获得此类付款的任何剩余价值。如果中国法律禁止此类付款，则登记股东应在中国法律允许的范围内向甲方或甲方的指定人员支付此类收入；

2.1.14 应将发生的或可能发生的与丙方资产、业务或收入有关的任何诉讼、仲裁或行政程序立即通知甲方，并根据甲方的合理要求采取必要的措施；

2.1.15 为保持丙方对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

2.1.16 未经甲方事先书面同意，应确保丙方不得以任何形式派发股息予其股东，但一经甲方书面要求，丙方应立即将所有可分配利润分配给其股东；

2.1.17 应甲方要求，应委任由其指定的任何人士担任丙方的董事、监事及或高级管理人员；

2.1.18 未经甲方书面同意，丙方不得从事任何与甲方或甲方的关联公司相竞争的业务；及

2.1.19 促使丙方未来可能设立的附属公司（如适用）如丙方一般遵守其在本合同中给出的承诺。

2.2 乙方的承诺

乙方在此承诺：

2.2.1 就其不时购买的任何额外的丙方股权，按照第 1.1 条的规定给甲方或其指定的第三方独家购股权；

2.2.2 未经甲方事先书面同意，乙方不得出售、转让、抵押或以其他方式处置其拥有的丙方的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据乙方股权质押合同在该股权上设置的质押则除外；如果乙方就其持有的丙方股权获得任何转让价格，则乙方同意，在不违反中国法律的前提下，将该等转让股权所获得的转让价格全额支付给甲方作为补偿；

2.2.3 乙方应促使丙方股东会和/或董事会不批准在未经甲方事先书面同意的情况下，出售、转让、抵押或以其他方式处置乙方拥有的丙方的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据乙方股权质押合同在该股权上设置的质押则除外；

2.2.4 乙方应促使丙方股东会或董事会不批准在未经甲方事先书面同意的情况下，与任何人合并或联合，或对任何人进行收购或投资；

2.2.5 乙方应将发生的或可能发生的关于其拥有的丙方的股权的任何诉讼、仲裁或行政程序立即通知甲方，并促使丙方根据甲方的合理要求采取必要的措施；

2.2.6 乙方应促使丙方股东会或董事会表决其批准本合同规定的被购买股权的转让并采取甲方可能要求的任何及所有其他行动；

2.2.7 为保持其对丙方的股权的所有权，乙方应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

2.2.8 应甲方要求，乙方应委任由其指定的任何人士出任丙方的董事、监事及或高级管理人员；

2.2.9 应甲方随时要求，乙方应根据本合同项下的股权购买权向甲方和/或被指定人立即和无条件地转让其在丙方的股权，并且乙方在此放弃其对丙方的另一现有股东进行股权转让的优先购买权（如有）；

2.2.10 如乙方从丙方获得任何利润分配、股息、分红、或清算所得，经甲方要求，乙方应以中国法律允许的方式将该利润、股息、分红、或清算所得及时支付至甲方或甲方指定的任何人；及

2.2.11 乙方应严格遵守本合同及乙方、丙方与甲方共同或分别签订的其他合同的规定，履行本合同及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。如果乙方对于本合同项下或本合同各方签署的乙方股权质押合同项下或以甲方为受益人而授予的授权委托协议项下的股权拥有任何剩余权利，除非根据甲方书面指示，否则乙方不得行使该等权利。

3. 陈述和保证

乙方和丙方特此在本合同签署之日和被购买的股权的每一个转让日向甲方共同及分别陈述和保证如下：

3.1 其有权签订和交付本合同和任何转让合同，并履行其在本合同和任何转让合同项下的义务。乙方和丙方同意在甲方行使股权购买权时，签署与本合同条款一致的转让合同。本合同和其是一方的转让合同构成或将构成其合法、有效及具有约束力的义务并应按照其条款对其可强制执行；

3.2 乙方和丙方已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本合同；

3.3 无论是本合同或任何转让合同的签署和交付还是本合同或任何转让合同项下的义务均不会：(i)导致对中国的任何适用法律的任何违反；(ii)与丙方章程、规章或其他组织文件相抵触；(iii)导致对其是一方或对其有约束力的任何合同或文书的违反，或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约；(iv)导致对向其任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反；或(v)导致向其任何一方颁发的任何执照或许可的中止或撤销或施加附加条件；

3.4 乙方对其在丙方拥有的股权拥有合法、完整、良好和可出售的所有权。除乙方股权质押合同外，乙方在该等股权上没有设置任何担保权益；

3.5 丙方是根据中国法律合法设立并有效存续的公司，丙方对其所有资产拥有合法、完整、良好和可出售的所有权，并且在上述资产上没有设置任何担保权益；

3.6 丙方没有任何未偿还债务，但(i)在正常业务过程中发生的债务，及(ii)已向甲方披露并得到甲方书面同意的债务除外；及

3.7 没有悬而未决的或可能发生的与在丙方的股权、丙方资产或丙方有关的诉讼、仲裁或行政程序。

4. 生效日

本合同应于各方签署本合同之日生效，至（1）甲方或被指定人根据本合同的约定行使其选择权而获得了丙方 100%股权/资产后，及届时有效的中国法律法规允许甲方或被指定人在开展丙方相关业务之日终止；或（2）甲方就解除本合同向其他方发出单方书面通知 30 日后终止。

5. 适用法律和争议解决

5.1 适用法律

本合同的签署、生效、解释、履行、修改和终止以及本合同项下争议的解决应适用中国正式公布并可公开得到的法律。对于中国正式公布并可公开得到的法律的未尽事宜，应适用国际法律原则和惯例。

5.2 争议的解决方法

如果因解释和履行本合同发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求向其他各方提出通过协商解决争议的要求后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

在中国法律允许及适当情况下，仲裁庭可以依照本合同项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方股权或丙方资产的救济措施和责令丙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和丙方主要资产所在地的法院均应被视为具有管辖权。

因解释和履行本合同而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本合同项下的其他权利并履行各自在本合同项下的其他义务。

6. 税款和费用

每一方均应根据中国法律，就编制和签署本合同和转让合同以及完成本合同和转让合同项下规定的交易，支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、开支和费用。

7. 通知

7.1 根据本合同所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

7.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达。

7.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

7.2 为通知的目的，各方地址如下：

甲方：

福建健康之路健康科技有限公司

地址：　福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人：张万能

电话：　13375918080

乙方：

福建健康之路信息技术有限公司

地址：　福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人：张万能

电话：　13375918080

丙方：

银川无边界互联网医院有限公司

地址：　宁夏银川市西夏区银川中关村创新中心 2 号楼第 3 层 B-305

收件人：张万能

电话：　13375918080

福建健康之路健康管理有限公司

地址：　福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人：张万能

电话：　13375918080

8. 保密责任

各方确认，其就本合同而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本合同项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本合同承担法律责任。无论本合同以任何理由终止，本条应继续有效。

9. 进一步保证

各方同意迅速签署为执行本合同的各项规定和目的而合理需要的或对其有利的文件，以及采取为执行本合同的各项规定和目的而合理需要的或对其有利的进一步行动。

10. 违约责任

若乙方或丙方实质性违反本合同项下的任何一项约定，或不履行、不完全履行或迟延履行本合同项下的任何一项义务，即构成乙方或丙方（视情况而定）在本合同下的违约。甲方有权要求乙方或丙方补正或采取补救措施。如在甲方向乙方或丙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理期限内）乙方或丙方（视情况而定）仍未补正或采取补救措施，则甲方有权自行决定 (1) 终止本合同，并要求乙方或丙方（视情况而定）给予全部的损害赔偿；或者 (2) 要求强制履行乙方或丙方（视情况而定）在本合同项下的义务，并要求乙方或丙方（视情况而定）给予全部的损害赔偿。本条不妨碍甲方在本合同下任何其他权利。

11. 其他

11.1. 修订、更改与补充

11.1.1. 对本合同作出的任何修订、更改与补充，均须经所有各方签署书面协议。

11.1.2. 由于甲方之控股公司于成为上市公司后将受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》（下称“上市规则”）及相关上市科政策、上市决策及指引的规定，如本合同的交易未能符合上市规则及相关

上市科政策、上市决策及指引的有关规定，则在合理可行且不违反中国法律的情况下，本合同各方需就香港联合交易所或其他监管机构所发布的法律法规或监管意见修改本合同以使得本合同符合上市规则及相关上市科政策、上市决策及指引以及相关监管机构意见的要求。

11.2. 完整合同

除了在本合同签署后所作出的书面修订、补充或更改以外，本合同应构成本合同各方就本合同标的物所达成的完整协议，并应取代在此之前就本合同标的物所达成的所有口头和书面的协商、陈述和合同。

11.3. 标题

本合同的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本合同的规定的含义。

11.4. 语言

本合同以中文书就，一式肆(4)份，每一方各持壹(1)份，每份具有同等法律效力。

11.5. 可分割性

如果本合同有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本合同其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

11.6.　继任者

本合同对各方各自的继任者（无论该等权利义务受让是由收购、重组、继承、转让、停业、解散、清算、去世、丧失行为能力、破产、离婚或其他原因导致）和该等各方所允许的受让方应具有约束力。若乙方因破产等任何原因而导致其所持丙方股权出现变动，则（i）本合同及本合同各方签署的《独家业务合作协议》《股权质押合同》及《授权委托协议》项下的权利、义务及责任继续对其继受人具有法律约束力；（ii）乙方的债务安排及其订立任何形式的其他法律文件以及相关的重组协议中对丙方及其附属公司（如有）相关的处置（包括但不限于股权、债权、资产等）均以本合同、《股权质押合同》、《授权委托协议》及《独家业务合作协议》的内容为准，除非事先获得甲方的书面同意。

11.7.　继续有效

11.7.1. 本合同期满或提前终止前因本合同而发生的或到期的任何义务在本合同期满或提前终止后应继续有效。

11.7.2. 第 5 条、第 7 条、第 8 条和本第 11.7 条的规定在本合同终止后应继续有效。

11.8.　弃权

任何一方均可以对本合同的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）

签署：

姓名： 张万能

职务： 法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

乙方：福建健康之路信息技术有限公司

（盖章）

签署：______________

姓名：　　张万能

职务：　　法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

丙方：银川无边界互联网医院有限公司

（盖章）

签署：________________

姓名： 张万能

职务： 法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家购买权合同，以昭信守。

丙方：福建健康之路健康管理有限公司

（盖章）

签署：________

姓名：　张万能

职务：　法定代表人

<u>附件一</u>　　　　　　　　　股权购买通知

致：银川无边界互联网医院有限公司/福建健康之路健康管理有限公司股东及银川无边界互联网医院有限公司/福建健康之路健康管理有限公司

鉴于本公司于[•]年[•]月[•]日与贵方签署了一份《独家购买权合同》，约定在中国相关法律法规允许的条件下，贵方应根据本公司的要求，向本公司或本公司指定的受让人出售贵方在银川无边界互联网医院有限公司/福建健康之路健康管理有限公司中持有的股权。

因此，本公司特此向贵方发出本通知如下：

本公司兹要求行使《独家购买权合同》项下的选择权，以人民币[•]元的价格，由本公司/本公司指定的受让人[•]拟于[•]年[•]月[•]日购买阁下持有的、占银川无边界互联网医院有限公司/福建健康之路健康管理有限公司注册资本[•]%的股权（下称"**拟受让股权**"）。请贵方在收到本通知后[•]日内，立即依据《独家购买权合同》的约定，办理完向本公司/本公司指定的受让人出售所有拟受让股权之必要手续。

福建健康之路健康科技有限公司（章）

签署：
姓名：[•]
职务：[•]
日期：[•]

股权转让合同

本股权转让合同（下称“**本合同**”）由以下双方于[•]年[•]月[•]日在[•]订立：

转让方：　[•]，统一社会信用代码为[•]

受让方：　[•]，统一社会信用代码为[•]

以上双方经友好协商，就股权出让事宜达成协议如下：

1. 转让方同意将所持的银川无边界互联网医院有限公司/福建健康之路健康管理有限公司[•]%股权（下称“**标的股权**”）以[•]元人民币转让给受让方，受让方同意受让该标的股权。

2. 标的股权转让完成后，转让方不再享有该标的股权的股东权利和承担该标的股权的股东义务，受让方享有标的股权的股东权利和承担标的股权的股东义务。

3. 本合同未尽事宜，可由双方签署补充协议另行约定。

4. 本合同自双方签署之日起生效。

5. 本合同一式[•]份，双方各持一份，其他用于办理工商变更手续。

转让方：
签署/盖章：

受让方：
签署/盖章：

ZPD-2022060

股权质押合同

本股权质押合同（下称"**本合同**"）由下列各方于2023年2月8日在中华人民共和国（下称"中国"，为本合同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）福州市签订：

甲方： 福建健康之路健康科技有限公司（下称"**质权人**"）
统一社会信用代码：91350102MA8U4KN44E
地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

乙方： 张万能
身份证号码：330106196701150579

传课计算机系统（北京）有限公司
统一社会信用代码：91110108589117016Q
地址：北京市海淀区东北旺西路8号中关村软件园17号楼3层B区

上饶市国有资产经营集团有限公司
统一社会信用代码：91361100669789461B
地址：江西省上饶市信州区凤凰中大道667号

上海界佳投资管理中心（有限合伙）
统一社会信用代码：91310230MA1JX7689M
地址：上海市闸北区长安路1138号26A

福州健康之路投资中心（有限合伙）
统一社会信用代码：91350105MA2XXKC52D
地址：福建省福州市马尾区儒江东路78号滨江广场1#楼2层503室(自贸试验区内)

福州万家康健股权投资管理中心（有限合伙）
统一社会信用代码：91350102310635896N
地址：福建省福州市鼓楼区鼓东街道五四路162号新华福广场1#、
2#连接体5层03-03

（以下合称为“出质人”）

丙方：　福建健康之路信息技术有限公司
统一社会信用代码为913501283154697436
地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

在本合同中，质权人、出质人和丙方以下各称“一方”，合称“各方”。

鉴于：

1. 出质人均为中国公民或在中国注册的企业，截至本合同签署日，合计拥有丙方100%的股权。丙方是一家在中国注册的从事信息技术咨询服务，网络技术服务，远程健康管理服务，健康咨询服务（不含诊疗服务），互联网销售（除销售需要许可的商品），信息咨询服务（不含许可类信息咨询服务），广告制作，广告设计、代理，广告发布（非广播电台、电视台、报刊出版单位），以自有资金从事投资活动，第二类医疗器械销售，体育用品及器材零售，体育用品及器材批发，体育用品设备出租，卫生用品和一次性使用医疗用品销售，计算机软硬件及辅助设备批发，计算机软硬件及辅助设备零售，网络设备销售，通讯设备销售，办公用品销售，电子产品销售，日用品销售，医疗设备租赁，网络与信息安全软件开发，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，信息系统集成服务，软件开发，网络设备制造，化妆品批发，化妆品零售，个人卫生用品销售，社会经济咨询服务，企业管理，教育咨询服务（不含涉许可审批的教育培训活动），厨具卫具及日用杂品批发，厨具卫具及日用杂品零售，日用品批发，针纺织品销售，卫

生洁具销售，医学研究和试验发展，社会调查，会议及展览服务，其他文化艺术经纪代理，大数据服务，互联网数据服务（除依法须经批准的项目外，凭营业执照依法自主开展经营活动），出版物批发，出版物零售，出版物互联网销售，第二类增值电信业务，互联网信息服务，保健食品销售，食品经营（销售预包装食品），食品经营，食品经营（销售散装食品），医疗服务，依托实体医院的互联网医院服务，进出口代理，技术进出口等相关业务的有限责任公司。丙方承认出质人和质权人在本合同项下各自的权利和义务并同意提供任何必要的协助登记该质权；

2. 质权人是一家在中国注册的外商独资企业。质权人和丙方于本合同签署之同日签订了独家业务合作协议（定义如下）；质权人与出质人、丙方签订了独家购买权合同（定义如下）；质权人与出质人签署了授权委托协议（定义如下）；

3. 为了保证丙方和出质人履行独家业务合作协议、独家购买权合同和授权委托协议项下的义务，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权合同和授权委托协议项下的义务做出质押担保。

因此：

为履行独家业务合作协议的规定，各方共同同意按照以下条款签订本合同。

1. 定义

除非本合同另有规定，下列词语应具有如下含义：

1.1 **"质权"**应指出质人根据本合同第2条授予质权人的担保权益，即质权人以股权的转让、拍卖或出售价款优先受偿的权利。

1.2 **"股权"**应指出质人目前在丙方中合法持有的全部100%股权。

1.3 **“质押期限”**应指本合同第3条规定的期限。

1.4 **“交易文件”**：指丙方与质权人于2023年2月8日签订的独家业务合作协议（“独家业务合作协议”）；出质人、丙方与质权人于2023年2月8日签订的独家购买权合同（“独家购买权合同”）；出质人与质权人于2023年2月8日签订的授权委托协议（“授权委托协议”），以及对前述文件的任何修改、修订和/或重述。

1.5 合同义务：指出质人在独家购买权协议、授权委托协议和本合同项下所负的所有义务；丙方在独家业务合作协议、独家购买权合同和本合同项下所负的所有义务。

1.6 担保债务：指质权人因出质人和/或丙方在交易文件下的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失。该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测、丙方在独家业务合作协议项下应支付的服务费用、在交易文件下的违约赔偿及相关费用，及质权人为强制出质人和/或丙方执行其合同义务而发生的所有费用。

1.7 **“违约事件”**应指本合同第7条列明的任何情况。

1.8 **“违约通知”**应指质权人根据本合同发出的宣布违约事件的通知。

2. 质权

2.1 出质人兹同意将其持有的丙方股权（包括出质人对丙方新增资本所产生的股权，以及该等股权所孳生的股息和红利）按照本合同的约定全部优先出质给质权人作为履行合同义务和偿还担保债务的担保。丙方兹同意出质人按照本合同的约定将质押股权出质给质权人。

2.2 在质权人事先书面同意的情况下，出质人方可对丙方增资。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权，各方应为此签订进一步的质押协议，并为增加的出资额办理质押登记。

3. 质押期限

3.1 质权应自其向丙方所在地的工商行政管理部门（下称"**登记机关**"）登记时生效。各方同意，在本合同签署当日，各方应依据《工商行政管理机关股权出质登记办法》向登记机关提出股权出质设立登记申请。各方进一步同意，在登记机关正式受理股权出质登记申请之日起三十（30）个工作日内，办理完全部股权出质登记手续、获得登记机关颁发的登记通知书，并由登记机关将股权出质事宜完整、准确地记载于股权出质登记簿上。出质人和丙方应当按照中国法律法规和有关工商行政管理机关的各项要求，提交所有必要的文件并办理所有必要手续，保证质权在递交申请后尽快获得登记。

3.2 质押期限自其登记于丙方所属的市场监督管理部门之日起设立，至所有主合同均已履行完毕时，或质权人在中国法律允许的前提下决定按照独家购买权合同购买出质人所持的丙方全部股权和/或资产（本协议项下之"资产"包括但不限于丙方目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）等）时终止（下称"**质押期限**"）。在质押期限内，如丙方未按独家业务合作协议支付独家咨询或服务费，质权人应有权但无义务按本合同的规定处置该质权。

4. 股权记录的保管

4.1 在本合同规定的质押期限内，出质人应在本合同签订起一周内将股

权出资证明书及记载质权的股东名册交付质权人保管。质权人应在本合同规定的整个质押期限期间一直保管该等文件。

4.2 在质押期限内，质权人应有权收取股权所产生的股息。

5. 出质人和丙方的陈述和保证

出质人和丙方特此在本合同签署之日向甲方共同及分别陈述和保证如下：

5.1 出质人是股权的唯一合法和受益所有人，不存在任何已经或可能发生的有关质押股权的所有权争议。出质人有权处分质押股权及其任何部分，且该处分权不受任何第三方限制。

5.2 出质人和丙方均具有全部的权力、能力和授权以签订和交付本合同，并履行其在本合同下的义务。本合同一旦签署即构成出质人和丙方合法、有效及具有约束力的义务，并可按照其条款对其强制执行。

5.3 除质权之外，出质人未在股权上设置任何担保权益或其他产权负担。

5.4 本合同的签署、交付和履行均不会：(i)导致违反任何有关的中国法律；(ii)与丙方章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违反向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件。

6. 出质人和丙方的承诺和进一步同意

6.1 在本合同有效期期间，出质人和丙方特此共同和分别向质权人承诺：

6.1.1 除履行由出质人、质权人和丙方于本合同签署之同日签订的独

家购买权合同外，未经质权人事先书面同意，出质人不得转让股权或其任何部分、设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担；丙方不得同意或协助前述行为；

6.1.2 出质人和丙方应遵守和执行有关质押的所有适用法律法规的规定，并将可能对质权人对股权或其任何部分的权利具有影响的任何事件或收到的通知、指令或建议、以及可能对产生于本合同中的出质人的任何保证及其他义务具有影响的任何事件或出质人收到的通知、指令或建议立即通知质权人，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述。

6.2 出质人同意，质权人按本合同取得的对质权的权利不得被出质人或出质人的任何继承人或代表或任何其他人通过法律程序中断或妨害。

6.3 出质人向质权人保证，为保护或完善本合同对合同义务和担保债务的担保，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人所要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人所要求的行为，并为本合同赋予质权人之权利、授权的行使提供便利，与质权人或其指定的人(自然人/法人)签署所有的有关质押股权所有权的文件，并在合理期间内向质权人提供其认为需要的所有的有关质权的通知、命令及决定。

6.4 出质人特此向质权人承诺，将遵守和履行本合同项下的所有保证、承诺、协议、陈述及条件。如出质人未能或部分履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此导致的所有损失。

6.5 于股权质押期间，甲方有权利收取股权所产生的红利。

7. 违约事件

7.1 下列情况均应被视为违约事件：

7.1.1 丙方未能足额支付独家业务合作协议项下应付的咨询和服务费或者违反丙方在该协议项下的任何其他义务；

7.1.2 出质人在本合同第 5 条所作的任何陈述或保证含有严重失实陈述或错误，和/或出质人违反本合同第 5 条的任何保证；

7.1.3 出质人和丙方未能按第 3.1 条中的规定完成登记机关的股权质权登记；

7.1.4 出质人和丙方违反本合同的任何规定；

7.1.5 除第 6.1.1 条中明确规定外，出质人转让或意图转让或放弃质押的股权或者未经质权人书面同意而让予质押的股权；

7.1.6 出质人本身对任何第三方的贷款、保证、赔偿、承诺或其他债务责任(1)因出质人违约被要求提前偿还或履行；或(2)已到期但不能如期偿还或履行；

7.1.7 使本合同可强制执行、合法和生效的政府机构的任何批准、执照、许可或授权被撤回、中止、失效或有实质性更改；

7.1.8 适用法律的颁布使本合同非法或使出质人不能继续履行其在本合同项下的义务；

7.1.9 出质人所拥有的财产出现不利变化，致使质权人认为出质人履行其在本合同项下义务的能力已受到影响；

7.1.10 丙方的继承人或托管人只能部分履行或拒绝履行独家业务合作

协议项下的支付责任；及

7.1.11 质权人不能或可能不能行使其对质权享有权利的任何其他情况。

7.2 一经知悉或发现第 7.1 条所述的任何情况或可能导致上述情况的任何事件已经发生，出质人应立即相应地书面通知质权人。

7.3 除非本第 7.1 条所列明的违约事件已经在令质权人满意的情况下得到完满解决，否则质权人可以在违约事件发生时或发生后的任何时候向出质人发出书面违约通知，要求出质人立即支付独家业务合作协议项下到期应付的所有未偿清付款及所有其他到期应向质权人支付的款项，和/或按本合同第 8 条的规定处置质权。

8. 质权的行使

8.1 在独家业务合作协议所述的咨询和服务费足额支付前，未经质权人书面同意，出质人不得转让质权或在丙方的股权。

8.2 质权人行使质权时，应向出质人发出书面违约通知。

8.3 受限于第 7.3 条的规定，质权人可在按第 8.2 条发出违约通知的同时或在发出违约通知之后的任何时候行使执行质权的权利。

8.4 质权人有权在根据第 8.2 条发出违约通知后，行使其根据中国法律、交易文件及本合同条款而享有的全部违约救济权利，包括但不限于按照法定程序以本合同项下质押的全部或部分股权的转让、拍卖或出售价款优先受偿，直到将独家业务合作协议项下到期应付的所有未偿清付款及所有其他到期应付给质权人的付款抵偿完毕。质权人对其合理行使该等权利和权力造成的任何损失不负责任。

8.5 质权人有权选择同时或先后行使其享有的任何违约救济。质权人在行使本合同项下的以质押股权折价或拍卖、变卖质押股权所得款项优先受偿的权利前，无须先行使其他违约救济。

8.6 质权人有权以书面方式指定其律师或其他代理人行使其质权，出质人或丙方对此均不得提出异议。

8.7 当质权人依照本合同处置质权时，出质人和丙方应提供必要的协助，以使质权人能够根据本合同执行质权。

9. 转让

9.1 未经质权人事先书面同意，出质人和丙方不得转让或转授其在本合同项下的权利和义务。

9.2 本合同对各方各自的继任者（无论该等权利义务受让是由收购、重组、继承、转让、停业、解散、清算、去世、丧失行为能力、破产、离婚或其他原因导致）和该等各方所允许的受让方应具有约束力。若出质人因身故、破产或离婚等任何原因而导致其所持丙方股权出现变动，则（i）本合同及本合同各方签署的《独家业务合作协议》《独家购买权合同》及《授权委托协议》项下的权利、义务及责任继续对其继受人具有法律约束力；（ii）出质人的遗嘱、离婚协议、债务安排及其订立任何形式的其他法律文件以及相关的重组协议中对丙方及其附属公司相关的处置（包括但不限于股权、债权、资产等）均以本协议、《独家购买权合同》、《授权委托协议》及《独家业务合作协议》的内容为准，除非事先获得质权人的书面同意。

9.3 在任何时候，质权人均可以将其在独家业务合作协议项下的任何及所有权利和义务转让给其指定人（自然人/法人），在该情况下，受让人应享有和承担质权人在本合同项下的权利和义务，如同其是本合同的原始一方一样。当质权人转让独家业务合作协议项下的权利和义务时，应质权人要求，出质人应签署有关协议或与该等转让有关的其他文件。

9.4 如果因转让而导致质权人变更，应质权人要求，出质人应与新的质权人按与本合同相同的条款和条件签订一份新的质押合同，并在相应的工商行政管理机关进行登记。

9.5 出质人应严格遵守本合同和本合同各方或其中任何一方共同或单独签署的其他合同的规定，包括独家购买权合同和授予质权人的授权委托协议，履行在本合同和其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对在本合同项下质押的股权的任何余下的权利。

10. 终止

10.1 在独家业务合作协议项下的咨询和服务费足额支付及在丙方于独家业务合作协议项下的义务终止之后，及/或本合同规定的质押期限届满之日，本合同应终止，并且质权人应在合理切实可行范围内尽快终止本合同，并配合出质人办理注销在丙方的股东名册内所作的股权质押的登记以及办理在相关工商行政管理部门的质押注销登记。

10.2 本合同第 12、13 条和本第 10.2 条的规定在本合同终止后继续有效。

11. 手续费及其他费用

与本合同有关的所有费用及实际开支，包括但不限于律师费、工本费、印花税以及任何其他税收和费用均应由丙方承担。如果适用法律要求质权人须承担若干有关税收和费用，出质人应促使丙方全额偿还质权人已支付的税收和费用。

12. 保密责任

各方确认，有关本合同、本合同内容及其就本合同而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本合同项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本合同承担法律责任。无论本合同以任何理由终止，本条应继续有效。

13. 适用法律和争议解决

13.1 本合同的签署、生效、解释和履行，以及本合同项下争议的解决应适用中国正式公布并可公开得到的法律。对于中国正式公布并可公开得到的法律的未尽事宜，应适用国际法律原则和惯例。

13.2 如果因解释和履行本合同的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方向其他各方提出通过协商解决争议的要求后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲

裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

13.3 在中国法律允许及适当情况下，仲裁庭可以依照本合同项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对股权或丙方资产的救济措施和责令丙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和丙方主要资产所在地的法院均应被视为具有管辖权。

13.4 因解释和履行本合同而发生任何争议或任何争议正在进行仲裁时，除争议事项外，本合同各方应继续行使其各自在本合同项下的权利并履行其各自在本合同项下的义务。

14. 通知

14.1 根据本合同所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

14.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达。

14.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

14.2　为通知的目的，各方地址如下：

甲方：

福建健康之路健康科技有限公司

地址：　福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

收件人：张万能

电话：　13375918080

乙方：

张万能

地址：　福建省福州市鼓楼区洪山镇实达公寓 2-504 室

收件人：张万能

电话：　13375918080

传课计算机系统（北京）有限公司

地址：　北京市海淀区上地十街 10 号百度大厦

收件人：宋宁

电话：　13051169575

上饶市国有资产经营集团有限公司

地址：　江西省上饶市信州区凤凰中大道 667 号

收件人：谭定胜

电话：　13970308405

上海界佳投资管理中心（有限合伙）

地址：　上海市崇明区长兴镇潘园公路 1800 号 3 号楼 1735 室(上海泰和经济发展区)

收件人：严丽隽

电话：　13564247060

福州健康之路投资中心（有限合伙）

地址：　福建省福州市马尾区儒江东路78号滨江广场1#楼2层503室(自贸试验区内)

收件人：张万能

电话：　13375918080

福州万家康健股权投资管理中心（有限合伙）

地址：　福建省福州市鼓楼区鼓东街道五四路162号新华福广场1#、2#连接体5层03-03

收件人：刘奇志

电话：　13906908906

丙方：

福建健康之路信息技术有限公司

地址：　福州市鼓楼区软件大道89号福州软件园F区3号楼22层

收件人：张万能

电话：　13375918080

15. 分割性

如果本合同有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本合同其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

16. 附件

本合同所列附件应为本合同不可分割的组成部分。

17. 生效

17.1 本合同应于各方签署本合同之日生效。本合同的任何修订、更改和补充均应书面作出，并且在经各方签字或盖章并完成政府登记程序（如适用）后生效。

17.2 本合同以中文书就，一式拾(10)份。出质人、质权人和丙方应各持一份，剩余份数留作于登记机关办理股权质押登记之用。本合同每份均具有同等的效力。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）

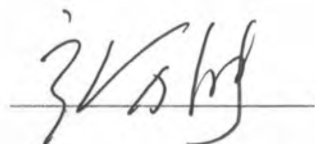
签署：________

姓名：

职务：

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：张万能

签署：

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：

传课计算机系统（北京）有限公司

（盖章）

签署：崔姗姗

姓名：崔姗姗

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：

上饶市国有资产经营集团有限公司

（盖章）

签署：

姓名：胡保才

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：

上海界佳投资管理中心（有限合伙）

（盖章）

签署：曹以合

姓名：曹以合

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：

福州健康之路投资中心（有限合伙）

（盖章）

签署：

姓名：张万能

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：

福州万家康健股权投资管理中心（有限合伙）

（盖章）

签署：

姓名：刘奇志

职务：执行事务合伙人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

丙方：

福建健康之路信息技术有限公司

（盖章）

签署：

姓名：张万能

职务：法定代表人

附件：

1. 出资证明书

2 福建健康之路信息技术有限公司股东名册

附件一(A)

出资证明书

特此证明张万能（身份证号：330106196701150579）拥有福建健康之路信息技术有限公司 34.6650%的股权，此 34.6650%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：

姓名：张万能

2023 年 2 月 8 日

附件一(B)

出资证明书

特此证明传课计算机系统（北京）有限公司（统一社会信用代码：91110108589117016Q）拥有福建健康之路信息技术有限公司 12.7713%的股权，此 12.7713%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：________

姓名：张万能

职务：法定代表人

2023 年 2 月 8 日

附件一(C)

出资证明书

特此证明上饶市国有资产经营集团有限公司（统一社会信用代码：91361100669789461B）拥有福建健康之路信息技术有限公司 2.67%的股权，此 2.67%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：__________

姓名：张万能

职务：法定代表人

2023 年 2 月 8 日

附件一(D)

出资证明书

特此证明上海界佳投资管理中心（有限合伙）（统一社会信用代码：91310230MA1JX7689M）拥有福建健康之路信息技术有限公司 1.0157%的股权，此 1.0157%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：________

姓名：张万能

职务：法定代表人

2023 年 2 月 8 日

附件一(E)

出资证明书

特此证明福州健康之路投资中心（有限合伙）（统一社会信用代码：91350105MA2XXKC52D）拥有福建健康之路信息技术有限公司 46.3717%的股权，此 46.3717%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：

姓名：张万能

职务：法定代表人

2023 年 2 月 8 日

附件一(F)

出资证明书

特此证明福州万家康健股权投资管理中心（有限合伙）（统一社会信用代码：91350102310635896N）拥有福建健康之路信息技术有限公司 2.5063%的股权，此 2.5063%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路信息技术有限公司

签署：________

姓名：张万能

职务：法定代表人

2023 年 2 月 8 日

附件二　　　　　福建健康之路信息技术有限公司股东名册

2023年2月8日

股东姓名	身份证号/统一社会信用代码	出资额（万元/人民币）	出资比例	股权质押
张万能	330106196701150579	5,767.61	34.6650%	张万能将其持有的福建健康之路信息技术有限公司34.6650%的股权质押给福建健康之路健康科技有限公司。
传课计算机系统（北京）有限公司	91110108589117016Q	2,124.902	12.7713%	传课计算机系统（北京）有限公司将其持有的福建健康之路信息技术有限公司12.7713%的股权质押给福建健康之路健康科技有限公司。
上饶市国有资产经营集团有限公司	91361100669789461B	444.2383	2.67%	上饶市国有资产经营集团有限公司将其持有的福建健康之路信息技术有限公司2.67%的股权质押给福建健康之路健康科技有限公司。
上海界佳投资管理中心（有限合伙）	91310230MA1JX7689M	169	1.0157%	上海界佳投资管理中心（有限合伙）将其持有的福建健康之路信息技术有限公司1.0157%的股权质押给福建健康之路健康科技有限公司。

福州健康之路投资中心（有限合伙）	91350105MA2XXKC52D	7715.39	46.3717%	福州健康之路投资中心（有限合伙）将其持有的福建健康之路信息技术有限公司46.3717%的股权质押给福建健康之路健康科技有限公司。
福州万家康健股权投资管理中心（有限合伙）	91350102310635896N	417	2.5063%	福州万家康健股权投资管理中心（有限合伙）将其持有的福建健康之路信息技术有限公司2.5063%的股权质押给福建健康之路健康科技有限公司。

福建健康之路信息技术有限公司股东名册签署页

公司：福建健康之路信息技术有限公司

签署：

姓名：张万能

职务：法定代表人

股权质押合同

本股权质押合同 (下称"**本合同**") 由下列各方于2023年2月8日在中华人民共和国（下称"中国"，为本合同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）福州市签订：

甲方：　　福建健康之路健康科技有限公司（下称"**质权人**"）
　　　　　统一社会信用代码：91350102MA8U4KN44E
　　　　　地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

乙方：　　张万能　　（下称"**出质人**"）
　　　　　身份证号码：330106196701150579

丙方：　　福建健康之路医疗科技有限公司
　　　　　统一社会信用代码：91350100MABPWJA50W
　　　　　地址：福建省福州高新区科技东路8号福州高新技术产业园创业大厦主楼9层918-2

在本合同中，质权人、出质人和丙方以下各称"**一方**"，合称"**各方**"。

鉴于：

1. 出质人为中国公民，截至本合同签署日，拥有丙方50%的股权。丙方是一家在中国注册的从事医学研究和试验发展，技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广，技术推广服务，第二类增值电信业务，在线数据处理与交易处理业务（经营类电子商务）等相关业务的有限责任公司。丙方承认出质人和质权人在本合同项下各自的权利和义务并同意提供任何必要的协助登记该质权；

2. 质权人是一家在中国注册的外商独资企业，截至本合同签署日，质权人拥有

丙方50%的股权。质权人和丙方于本合同签署之同日签订了独家业务合作协议（定义如下）；质权人与出质人、丙方签订了独家购买权合同（定义如下）；质权人与出质人签署了授权委托协议（定义如下）；

3. 为了保证丙方和出质人履行独家业务合作协议、独家购买权合同和授权委托协议项下的义务，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权合同和授权委托协议项下的义务做出质押担保。

因此：

为履行独家业务合作协议的规定，各方共同同意按照以下条款签订本合同。

1. 定义

除非本合同另有规定，下列词语应具有如下含义：

1.1 **"质权"**应指出质人根据本合同第2条授予质权人的担保权益，即质权人以股权的转让、拍卖或出售价款优先受偿的权利。

1.2 **"股权"**应指出质人目前在丙方中合法持有的全部50%股权。

1.3 **"质押期限"**应指本合同第3条规定的期限。

1.4 **"交易文件"**：指丙方与质权人于2023年2月8日签订的独家业务合作协议（"独家业务合作协议"）；出质人、丙方与质权人于2023年2月8日签订的独家购买权合同（"独家购买权合同"）；出质人与质权人于2023年2月8日签订的授权委托协议（"授权委托协议"），以及对前述文件的任何修改、修订和/或重述。

1.5 合同义务：指出质人在独家购买权协议、授权委托协议和本合

同项下所负的所有义务；丙方在独家业务合作协议、独家购买权合同和本合同项下所负的所有义务。

1.6 担保债务：指质权人因出质人和/或丙方在交易文件下的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失。该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测、丙方在独家业务合作协议项下应支付的服务费用、在交易文件下的违约赔偿及相关费用，及质权人为强制出质人和/或丙方执行其合同义务而发生的所有费用。

1.7 "**违约事件**"应指本合同第 7 条列明的任何情况。

1.8 "**违约通知**"应指质权人根据本合同发出的宣布违约事件的通知。

2. 质权

2.1 出质人兹同意将其持有的丙方股权（包括出质人对丙方新增资本所产生的股权，以及该等股权所孳生的股息和红利）按照本合同的约定全部优先出质给质权人作为履行合同义务和偿还担保债务的担保。丙方兹同意出质人按照本合同的约定将质押股权出质给质权人。

2.2 在质权人事先书面同意的情况下，出质人方可对丙方增资。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权，各方应为此签订进一步的质押协议，并为增加的出资额办理质押登记。

3. 质押期限

3.1 质权应自其向丙方所在地的工商行政管理部门（下称"**登记机关**"）登记时生效。各方同意，在本合同签署当日，各方应依据《工商行政管理机关股权出质登记办法》向登记机关提出股权出质设立登记

申请。各方进一步同意，在登记机关正式受理股权出质登记申请之日起三十（30）个工作日内，办理完全部股权出质登记手续、获得登记机关颁发的登记通知书，并由登记机关将股权出质事宜完整、准确地记载于股权出质登记簿上。出质人和丙方应当按照中国法律法规和有关工商行政管理机关的各项要求，提交所有必要的文件并办理所有必要手续，保证质权在递交申请后尽快获得登记。

3.2 质押期限自其登记于丙方所属的市场监督管理部门之日起设立，至所有主合同均已履行完毕时，或质权人在中国法律允许的前提下决定按照独家购买权合同购买出质人所持的丙方全部股权和/或资产（本协议项下之“资产”包括但不限于丙方目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）等）时终止（下称“**质押期限**”）。在质押期限内，如丙方未按独家业务合作协议支付独家咨询或服务费，质权人应有权但无义务按本合同的规定处置该质权。

4. 股权记录的保管

4.1 在本合同规定的质押期限内，出质人应在本合同签订起一周内将股权出资证明书及记载质权的股东名册交付质权人保管。质权人应在本合同规定的整个质押期限期间一直保管该等文件。

4.2 在质押期限内，质权人应有权收取股权所产生的股息。

5. 出质人和丙方的陈述和保证

出质人和丙方特此在本合同签署之日向甲方共同及分别陈述和保证如下：

5.1 出质人是股权的唯一合法和受益所有人，不存在任何已经或可能发生的有关质押股权的所有权争议。出质人有权处分质押股权及其任

何部分，且该处分权不受任何第三方限制。

5.2 出质人和丙方均具有全部的权力、能力和授权以签订和交付本合同，并履行其在本合同下的义务。本合同一旦签署即构成出质人和丙方合法、有效及具有约束力的义务，并可按照其条款对其强制执行。

5.3 除质权之外，出质人未在股权上设置任何担保权益或其他产权负担。

5.4 本合同的签署、交付和履行均不会：(i)导致违反任何有关的中国法律；(ii)与丙方章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违反向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件。

6. 出质人和丙方的承诺和进一步同意

6.1 在本合同有效期期间，出质人和丙方特此共同和分别向质权人承诺：

6.1.1 除履行由出质人、质权人和丙方于本合同签署之同日签订的独家购买权合同外，未经质权人事先书面同意，出质人不得转让股权或其任何部分、设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担；丙方不得同意或协助前述行为；

6.1.2 出质人和丙方应遵守和执行有关质押的所有适用法律法规的规定，并将可能对质权人对股权或其任何部分的权利具有影响的任何事件或收到的通知、指令或建议、以及可能对产生于本合同中的出质人的任何保证及其他义务具有影响的任何事件或出质人收到的通知、指令或建议立即通知质权人，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意

就上述事宜提出反对意见和陈述。

6.2 出质人同意，质权人按本合同取得的对质权的权利不得被出质人或出质人的任何继承人或代表或任何其他人通过法律程序中断或妨害。

6.3 出质人向质权人保证，为保护或完善本合同对合同义务和担保债务的担保，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人所要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人所要求的行为，并为本合同赋予质权人之权利、授权的行使提供便利，与质权人或其指定的人(自然人/法人)签署所有的有关质押股权所有权的文件，并在合理期间内向质权人提供其认为需要的所有的有关质权的通知、命令及决定。

6.4 出质人特此向质权人承诺，将遵守和履行本合同项下的所有保证、承诺、协议、陈述及条件。如出质人未能或部分履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此导致的所有损失。

6.5 于股权质押期间，甲方有权利收取股权所产生的红利。

7. 违约事件

7.1 下列情况均应被视为违约事件：

7.1.1 丙方未能足额支付独家业务合作协议项下应付的咨询和服务费或者违反丙方在该协议项下的任何其他义务；

7.1.2 出质人在本合同第 5 条所作的任何陈述或保证含有严重失实陈述或错误，和/或出质人违反本合同第 5 条的任何保证；

7.1.3 出质人和丙方未能按第 3.1 条中的规定完成登记机关的股权质权登记；

7.1.4 出质人和丙方违反本合同的任何规定；

7.1.5 除第 6.1.1 条中明确规定外，出质人转让或意图转让或放弃质押的股权或者未经质权人书面同意而让予质押的股权；

7.1.6 出质人本身对任何第三方的贷款、保证、赔偿、承诺或其他债务责任(1)因出质人违约被要求提前偿还或履行；或(2)已到期但不能如期偿还或履行；

7.1.7 使本合同可强制执行、合法和生效的政府机构的任何批准、执照、许可或授权被撤回、中止、失效或有实质性更改；

7.1.8 适用法律的颁布使本合同非法或使出质人不能继续履行其在本合同项下的义务；

7.1.9 出质人所拥有的财产出现不利变化，致使质权人认为出质人履行其在本合同项下义务的能力已受到影响；

7.1.10 丙方的继承人或托管人只能部分履行或拒绝履行独家业务合作协议项下的支付责任；及

7.1.11 质权人不能或可能不能行使其对质权享有权利的任何其他情况。

7.2 一经知悉或发现第 7.1 条所述的任何情况或可能导致上述情况的任何事件已经发生，出质人应立即相应地书面通知质权人。

7.3 除非本第 7.1 条所列明的违约事件已经在令质权人满意的情况下得到完满解决，否则质权人可以在违约事件发生时或发生后的任何时候向出质人发出书面违约通知，要求出质人立即支付独家业务合作

协议项下到期应付的所有未偿清付款及所有其他到期应向质权人支付的款项，和/或按本合同第 8 条的规定处置质权。

8. 质权的行使

8.1 在独家业务合作协议所述的咨询和服务费足额支付前，未经质权人书面同意，出质人不得转让质权或在丙方的股权。

8.2 质权人行使质权时，应向出质人发出书面违约通知。

8.3 受限于第 7.3 条的规定，质权人可在按第 8.2 条发出违约通知的同时或在发出违约通知之后的任何时候行使执行质权的权利。

8.4 质权人有权在根据第 8.2 条发出违约通知后，行使其根据中国法律、交易文件及本合同条款而享有的全部违约救济权利，包括但不限于按照法定程序以本合同项下质押的全部或部分股权的转让、拍卖或出售价款优先受偿，直到将独家业务合作协议项下到期应付的所有未偿清付款及所有其他到期应付给质权人的付款抵偿完毕。质权人对其合理行使该等权利和权力造成的任何损失不负责任。

8.5 质权人有权选择同时或先后行使其享有的任何违约救济。质权人在行使本合同项下的以质押股权折价或拍卖、变卖质押股权所得款项优先受偿的权利前，无须先行使其他违约救济。

8.6 质权人有权以书面方式指定其律师或其他代理人行使其质权，出质人或丙方对此均不得提出异议。

8.7 当质权人依照本合同处置质权时，出质人和丙方应提供必要的协助，以使质权人能够根据本合同执行质权。

9. 转让

9.1 未经质权人事先书面同意，出质人和丙方不得转让或转授其在本合同项下的权利和义务。

9.2 本合同对各方各自的继任者（无论该等权利义务受让是由收购、重组、继承、转让、停业、解散、清算、去世、丧失行为能力、破产、离婚或其他原因导致）和该等各方所允许的受让方应具有约束力。若出质人因身故、破产或离婚等任何原因而导致其所持丙方股权出现变动，则（i）本合同及本合同各方签署的《独家业务合作协议》《独家购买权合同》及《授权委托协议》项下的权利、义务及责任继续对其继受人具有法律约束力；（ii）出质人的遗嘱、离婚协议、债务安排及其订立任何形式的其他法律文件以及相关的重组协议中对丙方及其附属公司相关的处置（包括但不限于股权、债权、资产等）均以本协议、《独家购买权合同》、《授权委托协议》及《独家业务合作协议》的内容为准，除非事先获得质权人的书面同意。

9.3 在任何时候，质权人均可以将其在独家业务合作协议项下的任何及所有权利和义务转让给其指定人（自然人/法人），在该情况下，受让人应享有和承担质权人在本合同项下的权利和义务，如同其是本合同的原始一方一样。当质权人转让独家业务合作协议项下的权利和义务时，应质权人要求，出质人应签署有关协议或与该等转让有关的其他文件。

9.4 如果因转让而导致质权人变更，应质权人要求，出质人应与新的质权人按与本合同相同的条款和条件签订一份新的质押合同，并在相应的工商行政管理机关进行登记。

9.5 出质人应严格遵守本合同和本合同各方或其中任何一方共同或单独签署的其他合同的规定，包括独家购买权合同和授予质权人的授权委托协议，履行在本合同和其他合同项下的义务，并不进行可能影

响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对在本合同项下质押的股权的任何余下的权利。

10. 终止

10.1 在独家业务合作协议项下的咨询和服务费足额支付及在丙方于独家业务合作协议项下的义务终止之后，及/或本合同规定的质押期限届满之日，本合同应终止，并且质权人应在合理切实可行范围内尽快终止本合同，并配合出质人办理注销在丙方的股东名册内所作的股权质押的登记以及办理在相关工商行政管理部门的质押注销登记。

10.2 本合同第12、13条和本第10.2条的规定在本合同终止后继续有效。

11. 手续费及其他费用

与本合同有关的所有费用及实际开支，包括但不限于律师费、工本费、印花税以及任何其他税收和费用均应由丙方承担。如果适用法律要求质权人须承担若干有关税收和费用，出质人应促使丙方全额偿还质权人已支付的税收和费用。

12. 保密责任

各方确认，有关本合同、本合同内容及其就本合同而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本合同项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、

董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本合同承担法律责任。无论本合同以任何理由终止，本条应继续有效。

13. 适用法律和争议解决

13.1 本合同的签署、生效、解释和履行，以及本合同项下争议的解决应适用中国正式公布并可公开得到的法律。对于中国正式公布并可公开得到的法律的未尽事宜，应适用国际法律原则和惯例。

13.2 如果因解释和履行本合同的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方向其他各方提出通过协商解决争议的要求后30天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

13.3 在中国法律允许及适当情况下，仲裁庭可以依照本合同项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对股权或丙方资产的救济措施和责令丙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和丙方主要资产所在地的法院均应被视为具有管辖权。

13.4 因解释和履行本合同而发生任何争议或任何争议正在进行仲裁时，

除争议事项外，本合同各方应继续行使其各自在本合同项下的权利并履行其各自在本合同项下的义务。

14. 通知

14.1 根据本合同所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

14.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达。

14.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

14.2 为通知的目的，各方地址如下：

甲方：
福建健康之路健康科技有限公司
地址： 福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层
收件人：张万能
电话： 13375918080

乙方：
张万能
地址： 福建省福州市鼓楼区洪山镇实达公寓 2-504 室
收件人：张万能
电话： 13375918080

丙方：

福建健康之路医疗科技有限公司

地址：　福建省福州高新区科技东路 8 号福州高新技术产业园创业大厦主楼 9 层 918-2

收件人：张万能

电话：　13375918080

15. 分割性

如果本合同有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本合同其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

16. 附件

本合同所列附件应为本合同不可分割的组成部分。

17. 生效

17.1　本合同应于各方签署本合同之日生效。本合同的任何修订、更改和补充均应书面作出，并且在经各方签字或盖章并完成政府登记程序（如适用）后生效。

17.2　本合同以中文书就，一式伍(5)份。出质人、质权人和丙方应各持一份，剩余份数留作于登记机关办理股权质押登记之用。本合同每份均具有同等的效力。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）

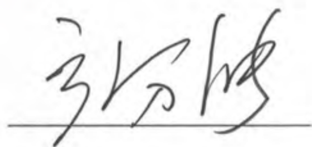
签署：

姓名：张万能

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：张万能

签署：

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

丙方：

福建健康之路医疗科技有限公司

（盖章）

签署：

姓名：张万能

职务：法定代表人

附件：

1. 出资证明书

2 福建健康之路医疗科技有限公司股东名册

附件一(A)

出资证明书

特此证明张万能（身份证号：330106196701150579）拥有福建健康之路医疗科技有限公司 50%的股权，此 50%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路医疗科技有限公司

签署：

姓名：张万能

2023 年 2 月 8 日

附件一(B)

出资证明书

特此证明福建健康之路健康科技有限公司（统一社会信用代码：91350102MA8U4KN44E）拥有福建健康之路医疗科技有限公司 50%的股权。

公司：福建健康之路医疗科技有限公司

签署：

姓名：张万能

2023 年 2 月 8 日

附件二　　　　　　　　福建健康之路医疗科技有限公司股东名册

2023年2月8日

股东姓名	身份证号/统一社会信用代码	出资额（万元/人民币）	出资比例	股权质押
张万能	330106196701150579	500	50%	张万能将其持有的福建健康之路医疗科技有限公司50%的股权质押给福建健康之路健康科技有限公司。
福建健康之路健康科技有限公司	91350100MABPWJA50W	500	50%	N/A

福建健康之路医疗科技有限公司股东名册签署页

公司：福建健康之路医疗科技有限公司

签署：____________

姓名：张万能

职务：法定代表人

股权质押合同

本股权质押合同（下称"**本合同**"）由下列各方于2024年11月8日在中华人民共和国（下称"中国"，为本合同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）福州市签订：

甲方： 福建健康之路健康科技有限公司（下称"**质权人**"）
统一社会信用代码：91350102MA8U4KN44E
地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

乙方： 福建健康之路信息技术有限公司（下称"**出质人**"）
统一社会信用代码为913501283154697436
地址：福州市鼓楼区软件大道89号福州软件园F区3号楼22层

丙方： 银川无边界互联网医院有限公司
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福建健康之路健康管理有限公司
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在本合同中，质权人、出质人和丙方以下各称"**一方**"，合称"**各方**"。

鉴于：

1. 出质人为在中国注册的企业，截至本合同签署日，拥有丙方100%的股权。丙方均为在中国注册的企业。丙方承认出质人和质权人在本合同项下各自的权利和义务并同意提供任何必要的协助登记该质权；

2. 质权人是一家在中国注册的外商独资企业。质权人和丙方于本合同签署之同日签订了独家业务合作协议（定义如下）；质权人与出质人、丙方签订了独家购买权合同（定义如下）；质权人与出质人签署了授权委托协议（定义如下）；

3. 为了保证丙方和出质人履行独家业务合作协议、独家购买权合同和授权委托协议项下的义务，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权合同和授权委托协议项下的义务做出质押担保。

因此：

为履行独家业务合作协议的规定，各方共同同意按照以下条款签订本合同。

1. 定义

除非本合同另有规定，下列词语应具有如下含义：

1.1 “**质权**”应指出质人根据本合同第 2 条授予质权人的担保权益，即质权人以股权的转让、拍卖或出售价款优先受偿的权利。

1.2 “**股权**”应指出质人目前在丙方中合法持有的全部 100%股权。

1.3 “**质押期限**”应指本合同第 3 条规定的期限。

1.4 “**交易文件**”：指丙方与质权人于 2024 年 11 月 8 日签订的独家业务合作协议（“独家业务合作协议”）；出质人、丙方与质权人于 2024 年 11 月 8 日签订的独家购买权合同（“独家购买权合同”）；出质人与质权人于 2024 年 11 月 8 日签订的授权委托协议（“授权委托协议”），以及对前述文件的任何修改、修订和/或重述。

1.5 合同义务：指出质人在独家购买权协议、授权委托协议和本合同项下所负的所有义务；丙方在独家业务合作协议、独家购买权合同和本合同项下所负的所有义务。

1.6 担保债务：指质权人因出质人和/或丙方在交易文件下的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失。该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测、丙方在独家业务合作协议项下应支付的服务费用、在交易文件下的违约赔偿及相关费用，及质权人为强制出质人和/或丙方执行其合同义务而发生的所有费用。

1.7 "**违约事件**"应指本合同第7条列明的任何情况。

1.8 "**违约通知**"应指质权人根据本合同发出的宣布违约事件的通知。

2. 质权

2.1 出质人兹同意将其持有的丙方股权（包括出质人对丙方新增资本所产生的股权，以及该等股权所孳生的股息和红利）按照本合同的约定全部优先出质给质权人作为履行合同义务和偿还担保债务的担保。丙方兹同意出质人按照本合同的约定将质押股权出质给质权人。

2.2 在质权人事先书面同意的情况下，出质人方可对丙方增资。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权，各方应为此签订进一步的质押协议，并为增加的出资额办理质押登记。

3. 质押期限

3.1 质权应自其向丙方所在地的工商行政管理部门（下称"**登记机关**"）登记时生效。各方同意，在本合同签署当日，各方应依据《工商行

政管理机关股权出质登记办法》向登记机关提出股权出质设立登记申请。各方进一步同意，在登记机关正式受理股权出质登记申请之日起三十（30）个工作日内，办理完全部股权出质登记手续、获得登记机关颁发的登记通知书，并由登记机关将股权出质事宜完整、准确地记载于股权出质登记簿上。出质人和丙方应当按照中国法律法规和有关工商行政管理机关的各项要求，提交所有必要的文件并办理所有必要手续，保证质权在递交申请后尽快获得登记。

3.2 质押期限自其登记于丙方所属的市场监督管理部门之日起设立，至所有主合同均已履行完毕时，或质权人在中国法律允许的前提下决定按照独家购买权合同购买出质人所持的丙方全部股权和/或资产（本协议项下之"资产"包括但不限于丙方目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）等）时终止（下称"**质押期限**"）。在质押期限内，如丙方未按独家业务合作协议支付独家咨询或服务费，质权人应有权但无义务按本合同的规定处置该质权。

4. 股权记录的保管

4.1 在本合同规定的质押期限内，出质人应在本合同签订起一周内将股权出资证明书及记载质权的股东名册交付质权人保管。质权人应在本合同规定的整个质押期限期间一直保管该等文件。

4.2 在质押期限内，质权人应有权收取股权所产生的股息。

5. 出质人和丙方的陈述和保证

出质人和丙方特此在本合同签署之日向甲方共同及分别陈述和保证如下：

5.1 出质人是股权的唯一合法和受益所有人，不存在任何已经或可能发

生的有关质押股权的所有权争议。出质人有权处分质押股权及其任何部分，且该处分权不受任何第三方限制。

5.2 出质人和丙方均具有全部的权力、能力和授权以签订和交付本合同，并履行其在本合同下的义务。本合同一旦签署即构成出质人和丙方合法、有效及具有约束力的义务，并可按照其条款对其强制执行。

5.3 除质权之外，出质人未在股权上设置任何担保权益或其他产权负担。

5.4 本合同的签署、交付和履行均不会：(i)导致违反任何有关的中国法律；(ii)与丙方章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违反向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件。

6. <u>出质人和丙方的承诺和进一步同意</u>

6.1 在本合同有效期期间，出质人和丙方特此共同和分别向质权人承诺：

6.1.1 除履行由出质人、质权人和丙方于本合同签署之同日签订的独家购买权合同外，未经质权人事先书面同意，出质人不得转让股权或其任何部分、设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担；丙方不得同意或协助前述行为；

6.1.2 出质人和丙方应遵守和执行有关质押的所有适用法律法规的规定，并将可能对质权人对股权或其任何部分的权利具有影响的任何事件或收到的通知、指令或建议、以及可能对产生于本合同中的出质人的任何保证及其他义务具有影响的任何事件或出质人收到的通知、指令或建议立即通知质权人，同

时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述。

6.2 出质人同意，质权人按本合同取得的对质权的权利不得被出质人或出质人的任何继承人或代表或任何其他人通过法律程序中断或妨害。

6.3 出质人向质权人保证，为保护或完善本合同对合同义务和担保债务的担保，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人所要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人所要求的行为，并为本合同赋予质权人之权利、授权的行使提供便利，与质权人或其指定的人(自然人/法人)签署所有的有关质押股权所有权的文件，并在合理期间内向质权人提供其认为需要的所有的有关质权的通知、命令及决定。

6.4 出质人特此向质权人承诺，将遵守和履行本合同项下的所有保证、承诺、协议、陈述及条件。如出质人未能或部分履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此导致的所有损失。

6.5 于股权质押期间，甲方有权利收取股权所产生的红利。

7. 违约事件

7.1 下列情况均应被视为违约事件：

7.1.1 丙方未能足额支付独家业务合作协议项下应付的咨询和服务费或者违反丙方在该协议项下的任何其他义务；

7.1.2 出质人在本合同第 5 条所作的任何陈述或保证含有严重失实陈述或错误，和/或出质人违反本合同第 5 条的任何保证；

7.1.3 出质人和丙方未能按第 3.1 条中的规定完成登记机关的股权质

权登记；

7.1.4 出质人和丙方违反本合同的任何规定；

7.1.5 除第 6.1.1 条中明确规定外，出质人转让或意图转让或放弃质押的股权或者未经质权人书面同意而让予质押的股权；

7.1.6 出质人本身对任何第三方的贷款、保证、赔偿、承诺或其他债务责任(1)因出质人违约被要求提前偿还或履行；或(2)已到期但不能如期偿还或履行；

7.1.7 使本合同可强制执行、合法和生效的政府机构的任何批准、执照、许可或授权被撤回、中止、失效或有实质性更改；

7.1.8 适用法律的颁布使本合同非法或使出质人不能继续履行其在本合同项下的义务；

7.1.9 出质人所拥有的财产出现不利变化，致使质权人认为出质人履行其在本合同项下义务的能力已受到影响；

7.1.10 丙方的继承人或托管人只能部分履行或拒绝履行独家业务合作协议项下的支付责任；及

7.1.11 质权人不能或可能不能行使其对质权享有权利的任何其他情况。

7.2 一经知悉或发现第 7.1 条所述的任何情况或可能导致上述情况的任何事件已经发生，出质人应立即相应地书面通知质权人。

7.3 除非本第 7.1 条所列明的违约事件已经在令质权人满意的情况下得到完满解决，否则质权人可以在违约事件发生时或发生后的任何时候向出质人发出书面违约通知，要求出质人立即支付独家业务合作

协议项下到期应付的所有未偿清付款及所有其他到期应向质权人支付的款项，和/或按本合同第 8 条的规定处置质权。

8. 质权的行使

8.1 在独家业务合作协议所述的咨询和服务费足额支付前，未经质权人书面同意，出质人不得转让质权或在丙方的股权。

8.2 质权人行使质权时，应向出质人发出书面违约通知。

8.3 受限于第 7.3 条的规定，质权人可在按第 8.2 条发出违约通知的同时或在发出违约通知之后的任何时候行使执行质权的权利。

8.4 质权人有权在根据第 8.2 条发出违约通知后，行使其根据中国法律、交易文件及本合同条款而享有的全部违约救济权利，包括但不限于按照法定程序以本合同项下质押的全部或部分股权的转让、拍卖或出售价款优先受偿，直到将独家业务合作协议项下到期应付的所有未偿清付款及所有其他到期应付给质权人的付款抵偿完毕。质权人对其合理行使该等权利和权力造成的任何损失不负责任。

8.5 质权人有权选择同时或先后行使其享有的任何违约救济。质权人在行使本合同项下的以质押股权折价或拍卖、变卖质押股权所得款项优先受偿的权利前，无须先行使其他违约救济。

8.6 质权人有权以书面方式指定其律师或其他代理人行使其质权，出质人或丙方对此均不得提出异议。

8.7 当质权人依照本合同处置质权时，出质人和丙方应提供必要的协助，以使质权人能够根据本合同执行质权。

9. 转让

9.1 未经质权人事先书面同意，出质人和丙方不得转让或转授其在本合同项下的权利和义务。

9.2 本合同对各方各自的继任者（无论该等权利义务受让是由收购、重组、继承、转让、停业、解散、清算、去世、丧失行为能力、破产、离婚或其他原因导致）和该等各方所允许的受让方应具有约束力。若出质人因破产等任何原因而导致其所持丙方股权出现变动，则（i）本合同及本合同各方签署的《独家业务合作协议》《独家购买权合同》及《授权委托协议》项下的权利、义务及责任继续对其继受人具有法律约束力；（ii）出质人的债务安排及其订立任何形式的其他法律文件以及相关的重组协议中对丙方及其附属公司（如有）相关的处置（包括但不限于股权、债权、资产等）均以本协议、《独家购买权合同》、《授权委托协议》及《独家业务合作协议》的内容为准，除非事先获得质权人的书面同意。

9.3 在任何时候，质权人均可以将其在独家业务合作协议项下的任何及所有权利和义务转让给其指定人（自然人/法人），在该情况下，受让人应享有和承担质权人在本合同项下的权利和义务，如同其是本合同的原始一方一样。当质权人转让独家业务合作协议项下的权利和义务时，应质权人要求，出质人应签署有关协议或与该等转让有关的其他文件。

9.4 如果因转让而导致质权人变更，应质权人要求，出质人应与新的质权人按与本合同相同的条款和条件签订一份新的质押合同，并在相应的工商行政管理机关进行登记。

9.5 出质人应严格遵守本合同和本合同各方或其中任何一方共同或单独签署的其他合同的规定，包括独家购买权合同和授予质权人的授权委托协议，履行在本合同和其他合同项下的义务，并不进行可能影

响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对在本合同项下质押的股权的任何余下的权利。

10. 终止

10.1 在独家业务合作协议项下的咨询和服务费足额支付及在丙方于独家业务合作协议项下的义务终止之后，及/或本合同规定的质押期限届满之日，本合同应终止，并且质权人应在合理切实可行范围内尽快终止本合同，并配合出质人办理注销在丙方的股东名册内所作的股权质押的登记以及办理在相关工商行政管理部门的质押注销登记。

10.2 本合同第 12、13 条和本第 10.2 条的规定在本合同终止后继续有效。

11. 手续费及其他费用

与本合同有关的所有费用及实际开支，包括但不限于律师费、工本费、印花税以及任何其他税收和费用均应由丙方承担。如果适用法律要求质权人须承担若干有关税收和费用，出质人应促使丙方全额偿还质权人已支付的税收和费用。

12. 保密责任

各方确认，有关本合同、本合同内容及其就本合同而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由于接受资料之一方向公众披露所致)；(b)适用法律或任何证券交易所的规则或规定或政府部门或法院的命令要求披露之资料；或(c)由任何一方就本合同项下所规定的交易需向其股东、董事、员工、法律顾问或财务顾问披露之资料，而该股东、

董事、员工、法律顾问或财务顾问亦需受与本条规定义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本合同承担法律责任。无论本合同以任何理由终止，本条应继续有效。

13. 适用法律和争议解决

13.1 本合同的签署、生效、解释和履行，以及本合同项下争议的解决应适用中国正式公布并可公开得到的法律。对于中国正式公布并可公开得到的法律的未尽事宜，应适用国际法律原则和惯例。

13.2 如果因解释和履行本合同的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方向其他各方提出通过协商解决争议的要求后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

13.3 在中国法律允许及适当情况下，仲裁庭可以依照本合同项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对股权或丙方资产的救济措施和责令丙方进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和丙方主要资产所在地的法院均应被视为具有管辖权。

13.4 因解释和履行本合同而发生任何争议或任何争议正在进行仲裁时，

除争议事项外，本合同各方应继续行使其各自在本合同项下的权利并履行其各自在本合同项下的义务。

14. 通知

14.1 根据本合同所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发送到各方指定地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

14.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于交付或拒收之日有效送达。

14.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

14.2 为通知的目的，各方地址如下：

甲方：

福建健康之路健康科技有限公司

地址： 福州市鼓楼区软件大道89号福州软件园F区3号楼22层

收件人：张万能

电话： 13375918080

乙方：

福建健康之路信息技术有限公司

地址： 福州市鼓楼区软件大道89号福州软件园F区3号楼22层

收件人：张万能

电话： 13375918080

丙方：

银川无边界互联网医院有限公司

地址： 宁夏银川市西夏区银川中关村创新中心2号楼第3层B-305

收件人：张万能

电话： 13375918080

福建健康之路健康管理有限公司

地址： 福州市鼓楼区软件大道89号福州软件园F区3号楼22层

收件人：张万能

电话： 13375918080

15. 分割性

如果本合同有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本合同其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

16. 附件

本合同所列附件应为本合同不可分割的组成部分。

17. 生效

17.1 本合同应于各方签署本合同之日生效。本合同的任何修订、更改和补充均应书面作出，并且在经各方签字或盖章并完成政府登记程序（如适用）后生效。

17.2 本合同以中文书就，一式陆(6)份。出质人、质权人和丙方应各持壹(1)份，剩余份数留作于登记机关办理股权质押登记之用。本合同每份均具有同等的效力。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

甲方：福建健康之路健康科技有限公司

（盖章）

签署：________________

姓名： 张万能

职务： 法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

乙方：福建健康之路信息技术有限公司

（盖章）

签署：

姓名： 张万能

职务： 法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

丙方：银川无边界互联网医院有限公司

（盖章）

签署：

姓名：　　张万能

职务：　　法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押合同，以昭信守。

丙方：福建健康之路健康管理有限公司

（盖章）

签署：

姓名：　张万能

职务：　法定代表人

附件：

1 银川无边界互联网医院有限公司出资证明书

2 福建健康之路健康管理有限公司出资证明书

3 银川无边界互联网医院有限公司股东名册

4 福建健康之路健康管理有限公司股东名册

附件一

银川无边界互联网医院有限公司
出资证明书

特此证明福建健康之路信息技术有限公司（统一社会信用代码：913501283154697436）拥有银川无边界互联网医院有限公司 100%的股权，此 100%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：银川无边界互联网医院有限公司

签署：____________

姓名：张万能

2024 年 11 月 8 日

附件二

福建健康之路健康管理有限公司

出资证明书

特此证明福建健康之路信息技术有限公司（统一社会信用代码：913501283154697436）拥有福建健康之路健康管理有限公司 100%的股权，此 100%的股权已经全部质押给福建健康之路健康科技有限公司。

公司：福建健康之路健康管理有限公司

签署：

姓名：张万能

2024 年 11 月 8 日

附件三

银川无边界互联网医院有限公司

股东名册

2024 年 11 月 8 日

股东名称	统一社会信用代码	出资额（万元/人民币）	出资比例	股权质押
福建健康之路信息技术有限公司	913501283154697436	1,000	100%	福建健康之路信息技术有限公司将其持有的银川无边界互联网医院有限公司100%的股权质押给福建健康之路健康科技有限公司。

银川无边界互联网医院有限公司股东名册签署页

公司：银川无边界互联网医院有限公司

签署：

姓名：张万能

职务：法定代表人

附件四

福建健康之路健康管理有限公司

股东名册

2024年11月8日

股东名称	统一社会信用代码	出资额（万元/人民币）	出资比例	股权质押
福建健康之路信息技术有限公司	913501283154697436	1,000	100%	福建健康之路信息技术有限公司将其持有的福建健康之路健康管理有限公司100%的股权质押给福建健康之路健康科技有限公司。

福建健康之路健康管理有限公司股东名册签署页

公司：福建健康之路健康管理有限公司

签署：

姓名：张万能

职务：法定代表人

2/70-2022062

授权委托协议

本授权委托协议（下称"**本协议**"）由以下双方于 2023 年 2 月 8 日在中国福州市签订：

甲方：　福建健康之路健康科技有限公司

统一社会信用代码：91350102MA8U4KN44E

地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

乙方：　张万能

身份证号码：330106196701150579

传课计算机系统（北京）有限公司

统一社会信用代码：91110108589117016Q

地址：北京市海淀区东北旺西路8号中关村软件园17号楼3层B区

上饶市国有资产经营集团有限公司

统一社会信用代码：9136110066978946lB

地址：江西省上饶市信州区凤凰中大道667号

上海界佳投资管理中心（有限合伙）

统一社会信用代码：91310230MA1JX7689M

地址：上海市闸北区长安路1138号26A

福州健康之路投资中心（有限合伙）

统一社会信用代码：91350105MA2XXKC52D

地址：福建省福州市马尾区儒江东路78号滨江广场1#楼2层503室(自贸试验区内)

福州万家康健股权投资管理中心（有限合伙）

统一社会信用代码：91350102310635896N

地址：福建省福州市鼓楼区鼓东街道五四路162号新华福广场1#、2#连接体5层03-03

在本协议中，甲方和乙方以下各称"一方"，合称"双方"。

鉴于：

截至本协议签署之日，乙方合计持有福建健康之路信息技术有限公司（"福建健康之路"）100%的股权权益（"乙方股权"）。

现双方协商一致，达成如下协议：

乙方就乙方股权，特此不可撤销地授权甲方及甲方的指定人士（包括但不限于甲方之境外控股公司 HealthyWay Inc.的董事、该等董事的继任人及取代等董事的清盘人，但不包括非独立人士或可能产生利益冲突的人士）在本协议有效期内代表乙方行使如下权利：

甲方及甲方的指定人士特此被授权作为乙方唯一及排他的代理人和受权人就有关乙方股权的所有事项代表乙方行事，包括但不限于：

1. 根据福建健康之路的章程提议召开股东会会议，参加福建健康之路的股东会并签署相关股东会决议和会议记录；

2. 行使按照中国法律和福建健康之路的章程规定的乙方所享有的所有股东权利和股东表决权；

3. 处理乙方股权（全部或任何一部分）的出售、转让、质押或处置，包括但不限于代表乙方签署所有必要的股权转让文件、其他处置乙方股权的文件和办理所有必要手续；

4. 作为代理人向相关政府主管机关或其他监管机构递交任何需由福建健康之路股东递交的文件；

5. 作为福建健康之路股东的分红权（包括收取和拒绝分红的权利）、出售或转让乙方持有的福建健康之路全部或部分股权及/或资产（本协议项下之“资产”包括但不限于丙方目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）等）、在福建健康之路清算后取得剩余财产的分配权利；

6. 在福建健康之路遭遇清算或解散时，组成清算组并依法行使清算组在清算期间享有的职权，包括但不限于管理福建健康之路的资产；

7. 依法查阅福建健康之路的股东会会议决议、执行董事决定和监事决定、记录及财务会计报表、报告；

8. 代表乙方提名、选举、指定、任命和罢免福建健康之路的法定代表人（董事长）、董事、监事、首席执行官、总经理、财务总监以及其他高级管理人员；

9. 批准修改福建健康之路的公司章程；以及

10. 作为福建健康之路股东所享有的其他一切权利（包括但不限于按照法律和公司章程所享有的所有权利）。

在不限制本协议授予权力的一般性的原则下，甲方及甲方指定人士应根据本协议拥有权力及被授权，代表乙方签署独家购买权合同（乙方应要求作为合同一方）中规定的转让合同，并履行乙方作为合同一方的与本协议同日签署的股权质押合同和独家购买权合同的条款。

甲方及甲方指定人士作出的与乙方股权有关的所有行为均应视为乙方自己

的行为，签署的所有文件均应视为由乙方签署。乙方特此承认和批准甲方及甲方指定人士作出的该些行为和/或文件。

甲方有权自行酌情决定，向任何其他人士或实体转授权或转让其与上述事项有关的权利，而不必事先通知乙方或获得乙方同意。如果中国法律有要求，甲方应指派适格的中国公民处理本协议中的事项和行使本协议中的权利。

在乙方为福建健康之路的股东期间，本协议及本协议项下的授权是附有权益、应为不可撤销的，并自本协议签署之日起持续有效。

在本协议有效期期间，乙方特此放弃已经通过本协议授权给甲方及甲方指定人士的与乙方股权有关的所有权利，并且不得自行行使该等权利。

在本协议有效期期间，乙方特此承诺不会采取可能与甲方或其直接或间接股东存在利益冲突的任何行动。倘发生此等利益冲突（而甲方可全权决定该类利益冲突有否发生），乙方将在不抵触中国法律的前提下，采取任何经甲方指示之行动从而消除该等利益冲突。为免疑问，本协议不应视作为授权乙方或其他非独立或可能引致利益冲突的人士行使本协议授权范围内的权利。

在本授权委托书有效期内，乙方承诺将在取得福建健康之路分派所得股息、红利或任何资产后尽快且不迟于收到该等分派所得之日起 3 日内将该等股息、红利或任何资产无偿交付予甲方或其指定第三方。

在乙方为福建健康之路的股东期间，无论乙方持有的福建健康之路的权益比例发生何等变更，本授权委托书均不可撤销并持续有效，自授权委托书签署之日起算；当且仅当甲方向乙方发出撤换受托人的书面通知，乙方应立即指定甲方届时指定的其他受托人行使本授权委托书下的委托权利，新的授权委托一经做出即取代原授权委托；除此外，乙方不会撤销向受托人做出的委托和授权。本授权委托书有效期间，乙方特此放弃行使已经通过本授权委托书授权给受托人的所有权利，不再自行行使该等权利。若乙方因死亡、疾病等成为无民事行为能力人或限

制民事行为能力人，乙方的任何继承人、监护人或管理人在继承或管理乙方作为福建健康之路的股东所享有的股东权利时应继续遵守本授权委托书的约定。

对于受托人行使上述委托权利所产生的任何法律后果，乙方均予以认可并承担相应责任。乙方特此确认，在任何情况下，受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿。且本人同意补偿福建健康之路因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

乙方将就受托人行使上述委托权利提供充分的协助，并促使福建健康之路提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求）及时签署受托人已做出的股东会、董事会决议或其他相关的法律文件，以及使受托人有权了解公司的公司运营、业务、客户、财务、员工等各种相关信息，查阅福建健康之路相关资料等。

乙方特此承诺并保证，乙方上述授权并不会导致乙方与福建健康之路及/或受托人实际或潜在的利益冲突。如乙方和福建健康之路与甲方或甲方之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，乙方会优先保护且不会损害甲方或甲方之境外母公司的利益。为免疑问，本授权委任书不应视作为授权人乙方或其他非独立或可能引致利益冲突的人士行使本授权委任书范围内的利益。

如果在本委托有效期限内的任何时候，上述委托权利的授予或行使因任何原因（乙方违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应适用中国法律。

如果因解释和履行本协议发生任何争议，双方应首先通过友好协商解决争议。如果在任何一方向另一方提出通过协商解决争议的要求后30天之内双方未能就该等争议的解决达成一致意见，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

在中国法律允许及适当情况下，仲裁庭可以依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方股权或福建健康之路资产的救济措施和责令福建健康之路进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和福建健康之路主要资产所在地的法院均应被视为具有管辖权。

因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

本协议以中文书就，一式柒(7)份，每一方各持一份，福建健康之路留存一份，每份具有同等法律效力。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

甲方：　　福建健康之路健康科技有限公司

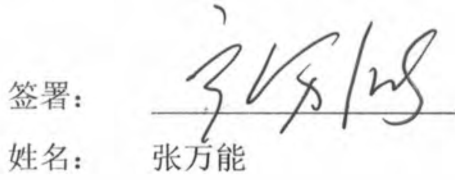
签署：________________

姓名：　　张万能

职务：　　法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方：　　张万能

签署：

姓名：　　张万能

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方：　　传课计算机系统（北京）有限公司

签署：____________

姓名：崔珊珊

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方：　　上饶市国有资产经营集团有限公司

签署：

姓名：胡保才

职务：法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方：　上海界佳投资管理中心（有限合伙）

签署：曹以合

姓名：曹以合

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

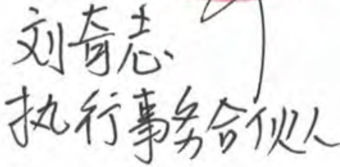
乙方：　　福州健康之路投资中心（有限合伙）

签署：

姓名：张万能

职务：授权代表

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。



乙方： 福州万家康健股权投资管理中心（有限合伙）

签署：

姓名：刘奇志

职务：执行事务合伙人

授权委托协议

本授权委托协议（下称“本协议”）由以下双方于 2023 年 2 月 8 日在中国福州市签订：

甲方： 福建健康之路健康科技有限公司

统一社会信用代码：91350102MA8U4KN44E

地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

乙方： 张万能

身份证号码：330106196701150579

在本协议中，甲方和乙方以下各称“**一方**”，合称“**双方**”。

鉴于：

截至本协议签署之日，乙方持有福建健康之路医疗科技有限公司（“福建医疗科技”）50%的股权权益（“**乙方股权**”）。

现双方协商一致，达成如下协议：

乙方就乙方股权，特此不可撤销地授权甲方及甲方的指定人士（包括但不限于甲方之境外控股公司 HealthyWay Inc.的董事、该等董事的继任人及取代等董事的清盘人，但不包括非独立人士或可能产生利益冲突的人士）在本协议有效期内代表乙方行使如下权利：

甲方及甲方的指定人士特此被授权作为乙方唯一及排他的代理人和受权人就有关乙方股权的所有事项代表乙方行事，包括但不限于：

1. 根据福建医疗科技的章程提议召开股东会会议，参加福建医疗科技的股

东会并签署相关股东会决议和会议记录；

2. 行使按照中国法律和福建医疗科技的章程规定的乙方所享有的所有股东权利和股东表决权；

3. 处理乙方股权（全部或任何一部分）的出售、转让、质押或处置，包括但不限于代表乙方签署所有必要的股权转让文件、其他处置乙方股权的文件和办理所有必要手续；

4. 作为代理人向相关政府主管机关或其他监管机构递交任何需由福建医疗科技股东递交的文件；

5. 作为福建医疗科技股东的分红权（包括收取和拒绝分红的权利）、出售或转让乙方持有的福建医疗科技全部或部分股权及/或资产（本协议项下之"资产"包括但不限于福建医疗科技目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）等）、在福建医疗科技清算后取得剩余财产的分配权利；

6. 在福建医疗科技遭遇清算或解散时，组成清算组并依法行使清算组在清算期间享有的职权，包括但不限于管理福建医疗科技的资产；

7. 依法查阅福建医疗科技的股东会会议决议、执行董事决定和监事决定、记录及财务会计报表、报告；

8. 代表乙方提名、选举、指定、任命和罢免福建医疗科技的法定代表人（董事长）、董事、监事、首席执行官、总经理、财务总监以及其他高级管理人员；

9. 批准修改福建医疗科技的公司章程；以及

10. 作为福建医疗科技股东所享有的其他一切权利（包括但不限于按照法律和公司章程所享有的所有权利）。

在不限制本协议授予权力的一般性的原则下，甲方及甲方指定人士应根据本协议拥有权力及被授权，代表乙方签署独家购买权合同（乙方应要求作为合同一方）中规定的转让合同，并履行乙方作为合同一方的与本协议同日签署的股权质押合同和独家购买权合同的条款。

甲方及甲方指定人士作出的与乙方股权有关的所有行为均应视为乙方自己的行为，签署的所有文件均应视为由乙方签署。乙方特此承认和批准甲方及甲方指定人士作出的该些行为和/或文件。

甲方有权自行酌情决定，向任何其他人士或实体转授权或转让其与上述事项有关的权利，而不必事先通知乙方或获得乙方同意。如果中国法律有要求，甲方应指派适格的中国公民处理本协议中的事项和行使本协议中的权利。

在乙方为福建医疗科技的股东期间，本协议及本协议项下的授权是附有权益、应为不可撤销的，并自本协议签署之日起持续有效。

在本协议有效期期间，乙方特此放弃已经通过本协议授权给甲方及甲方指定人士的与乙方股权有关的所有权利，并且不得自行行使该等权利。

在本协议有效期期间，乙方特此承诺不会采取可能与甲方或其直接或间接股东存在利益冲突的任何行动。倘发生此等利益冲突（而甲方可全权决定该类利益冲突有否发生），乙方将在不抵触中国法律的前提下，采取任何经甲方指示之行动从而消除该等利益冲突。为免疑问，本协议不应视作为授权乙方或其他非独立或可能引致利益冲突的人士行使本协议授权范围内的权利。

在本授权委托书有效期内，乙方承诺将在取得福建医疗科技分派所得股息、红利或任何资产后尽快且不迟于收到该等分派所得之日起3日内将该等股息、红

利或任何资产无偿交付予甲方或其指定第三方。

在乙方为福建医疗科技的股东期间，无论乙方持有的福建医疗科技的权益比例发生何等变更，本授权委托书均不可撤销并持续有效，自授权委托书签署之日起算；当且仅当甲方向乙方发出撤换受托人的书面通知，乙方应立即指定甲方届时指定的其他受托人行使本授权委托书下的委托权利，新的授权委托一经做出即取代原授权委托；除此外，乙方不会撤销向受托人做出的委托和授权。本授权委托书有效期间，乙方特此放弃行使已经通过本授权委托书授权给受托人的所有权利，不再自行行使该等权利。若乙方因死亡、疾病等成为无民事行为能力人或限制民事行为能力人，乙方的任何继承人、监护人或管理人在继承或管理乙方作为福建医疗科技的股东所享有的股东权利时应继续遵守本授权委托书的约定。

对于受托人行使上述委托权利所产生的任何法律后果，乙方均予以认可并承担相应责任。乙方特此确认，在任何情况下，受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿。且本人同意补偿福建医疗科技因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

乙方将就受托人行使上述委托权利提供充分的协助，并促使福建医疗科技提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求）及时签署受托人已做出的股东会、董事会决议或其他相关的法律文件，以及使受托人有权了解公司的公司运营、业务、客户、财务、员工等各种相关信息，查阅福建医疗科技相关资料等。

乙方特此承诺并保证，乙方上述授权并不会导致乙方与福建医疗科技及/或受托人实际或潜在的利益冲突。如乙方和福建医疗科技与甲方或甲方之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，乙方会优先保护且不会损害甲方或甲方之境外母公司的利益。为免疑问，本授权委任书不应视作为授权人乙方或其他非独立或可能引致利益冲突的人士行使本

授权委任书范围内的利益。

如果在本委托有效期限内的任何时候，上述委托权利的授予或行使因任何原因（乙方违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应适用中国法律。

如果因解释和履行本协议发生任何争议，双方应首先通过友好协商解决争议。如果在任何一方向另一方提出通过协商解决争议的要求后30天之内双方未能就该等争议的解决达成一致意见，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

在中国法律允许及适当情况下，仲裁庭可以依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方股权或福建医疗科技资产的救济措施和责令福建医疗科技进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和福建医疗科技主要资产所在地的法院均应被视为具有管辖权。

因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

本协议以中文书就，一式叁(3)份，每一方各持一份，福建医疗科技留存一份，每份具有同等法律效力。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

甲方：　福建健康之路健康科技有限公司

签署：________________

姓名：　张万能

职务：　法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方：　　张万能

签署：

授权委托协议

本授权委托协议（下称"**本协议**"）由以下双方于 2024 年 11 月 8 日在中国福州市签订：

甲方： 福建健康之路健康科技有限公司
统一社会信用代码：91350102MA8U4KN44E
地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

乙方： 福建健康之路信息技术有限公司
统一社会信用代码：913501283154697436
地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

在本协议中，甲方和乙方以下各称"**一方**"，合称"**双方**"。

鉴于：

截至本协议签署之日，乙方持有银川无边界互联网医院有限公司（"银川互联网医院"）和福建健康之路健康管理有限公（"福建健康管理"，与银川互联网医院合称 "标的公司"）100%的股权权益（"**乙方股权**"）。

现双方协商一致，达成如下协议：

乙方就乙方股权，特此不可撤销地授权甲方及甲方的指定人士（包括但不限于甲方之境外控股公司 HealthyWay Inc.的董事、该等董事的继任人及取代等董事的清盘人，但不包括非独立人士或可能产生利益冲突的人士）在本协议有效期内代表乙方行使如下权利：

甲方及甲方的指定人士特此被授权作为乙方唯一及排他的代理人和受权人就有关乙方股权的所有事项代表乙方行事，包括但不限于：

1. 根据标的公司的章程提议召开股东会会议，参加标的公司的股东会并签署相关股东会决议和会议记录；

2. 行使按照中国法律和标的公司的章程规定的乙方所享有的所有股东权利和股东表决权；

3. 处理乙方股权（全部或任何一部分）的出售、转让、质押或处置，包括但不限于代表乙方签署所有必要的股权转让文件、其他处置乙方股权的文件和办理所有必要手续；

4. 作为代理人向相关政府主管机关或其他监管机构递交任何需由标的公司股东递交的文件；

5. 作为标的公司股东的分红权（包括收取和拒绝分红的权利）、出售或转让乙方持有的标的公司全部或部分股权及/或资产（本协议项下之“资产”包括但不限于目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名及长期投资形成的资产（如不时拥有或控制的子公司、分支机构、办事处）等）、在标的公司清算后取得剩余财产的分配权利；

6. 在标的公司遭遇清算或解散时，组成清算组并依法行使清算组在清算期间享有的职权，包括但不限于管理标的公司的资产；

7. 依法查阅标的公司的股东会会议决议、执行董事决定和监事决定、记录及财务会计报表、报告；

8. 代表乙方提名、选举、指定、任命和罢免标的公司的法定代表人（董事长）、董事、监事、首席执行官、总经理、财务总监以及其他高级管理人员；

9. 批准修改标的公司的公司章程；以及

10. 作为标的公司股东所享有的其他一切权利（包括但不限于按照法律和公司章程所享有的所有权利）。

在不限制本协议授予权力的一般性的原则下，甲方及甲方指定人士应根据本协议拥有权力及被授权，代表乙方签署独家购买权合同（乙方应要求作为合同一方）中规定的转让合同，并履行乙方作为合同一方的与本协议同日签署的股权质押合同和独家购买权合同的条款。

甲方及甲方指定人士作出的与乙方股权有关的所有行为均应视为乙方自己的行为，签署的所有文件均应视为由乙方签署。乙方特此承认和批准甲方及甲方指定人士作出的该些行为和/或文件。

甲方有权自行酌情决定，向任何其他人士或实体转授权或转让其与上述事项有关的权利，而不必事先通知乙方或获得乙方同意。如果中国法律有要求，甲方应指派适格的中国公民处理本协议中的事项和行使本协议中的权利。

在乙方为标的公司的股东期间，本协议及本协议项下的授权是附有权益、应为不可撤销的，并自本协议签署之日起持续有效。

在本协议有效期期间，乙方特此放弃已经通过本协议授权给甲方及甲方指定人士的与乙方股权有关的所有权利，并且不得自行行使该等权利。

在本协议有效期期间，乙方特此承诺不会采取可能与甲方或其直接或间接股东存在利益冲突的任何行动。倘发生此等利益冲突（而甲方可全权决定该类利益冲突有否发生），乙方将在不抵触中国法律的前提下，采取任何经甲方指示之行动从而消除该等利益冲突。为免疑问，本协议不应视作为授权乙方或其他非独立或可能引致利益冲突的人士行使本协议授权范围内的权利。

在本授权委托书有效期内，乙方承诺将在取得标的公司分派所得股息、红利

或任何资产后尽快且不迟于收到该等分派所得之日起 3 日内将该等股息、红利或任何资产无偿交付予甲方或其指定第三方。

在乙方为标的公司的股东期间，无论乙方持有的标的公司的权益比例发生何等变更，本授权委托书均不可撤销并持续有效，自授权委托书签署之日起算；当且仅当甲方向乙方发出撤换受托人的书面通知，乙方应立即指定甲方届时指定的其他受托人行使本授权委托书下的委托权利，新的授权委托一经做出即取代原授权委托；除此外，乙方不会撤销向受托人做出的委托和授权。本授权委托书有效期间，乙方特此放弃行使已经通过本授权委托书授权给受托人的所有权利，不再自行行使该等权利。若乙方因死亡、疾病等成为无民事行为能力人或限制民事行为能力人，乙方的任何继承人、监护人或管理人在继承或管理乙方作为标的公司的股东所享有的股东权利时应继续遵守本授权委托书的约定。

对于受托人行使上述委托权利所产生的任何法律后果，乙方均予以认可并承担相应责任。乙方特此确认，在任何情况下，受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿。且本人同意补偿标的公司因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

乙方将就受托人行使上述委托权利提供充分的协助，并促使标的公司提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求）及时签署受托人已做出的股东会、董事会决议或其他相关的法律文件，以及使受托人有权了解公司的公司运营、业务、客户、财务、员工等各种相关信息，查阅标的公司相关资料等。

乙方特此承诺并保证，乙方上述授权并不会导致乙方与标的公司及/或受托人实际或潜在的利益冲突。如乙方和标的公司与甲方或甲方之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，乙方会优先保护且不会损害甲方或甲方之境外母公司的利益。为免疑问，本授权委任书

不应视作为授权人乙方或其他非独立或可能引致利益冲突的人士行使本授权委任书范围内的利益。

如果在本委托有效期限内的任何时候，上述委托权利的授予或行使因任何原因（乙方违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应适用中国法律。

如果因解释和履行本协议发生任何争议，双方应首先通过友好协商解决争议。如果在任何一方向另一方提出通过协商解决争议的要求后 30 天之内双方未能就该等争议的解决达成一致意见，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会福建分会按照其仲裁规则进行仲裁。仲裁应在中国国际经济贸易仲裁委员会福建分会进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

在中国法律允许及适当情况下，仲裁庭可以依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方股权或标的公司资产的救济措施和责令标的公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和标的公司主要资产所在地的法院均应被视为具有管辖权。

因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

本协议以中文书就，一式肆(4)份，每一方各持壹(1)份，标的公司留存一份，每份具有同等法律效力。

[下接签署页]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

甲方：　　福建健康之路健康科技有限公司

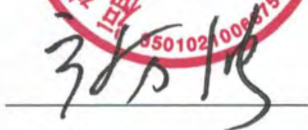
签署：______________

姓名：　　张万能

职务：　　法定代表人

有鉴于此，各方已促使其授权代表于文首所述日期签署了本授权委托协议，以昭信守。

乙方： 福建健康之路信息技术有限公司

签署： 

姓名： 张万能

职务： 法定代表人

HEALTHYWAY INC.

SHAREHOLDERS AGREEMENT

May 03, 2023

THIS SHAREHOLDERS AGREEMENT (this "Agreement") is made and entered into as of May 03, 2023 (the "Effective Date") by and among:

(1) HealthyWay Inc., an exempted company duly incorporated and validly existing under the Laws of the Cayman Islands with its registered address at Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands (the "Company");

(2) HealthyWay (HongKong) Limited, a company duly incorporated and validly existing under the Laws of Hong Kong with its registered address at 6/F Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong. (the "HK Company");

(3) 健康之路（中国）信息技术有限公司, a limited liability company duly incorporated and validly existing under the Laws of the PRC with its registered address at 22/F, Building 3, Fuzhou Software Park F, No.89 Software Avenue, Gulou District, Fuzhou (the "WFOE");

(4) 福建健康之路信息技术有限公司, a limited liability company duly incorporated and validly existing under the Laws of the PRC with its registered address at 22/F, Building 3, Fuzhou Software Park F, No.89 Software Avenue, Gulou District, Fuzhou (the "PRC Domestic Company");

(5) the parties listed on Part I of Exhibit A attached hereto (the "Major Founders" and each a "Major Founder");

(6) the parties listed on Part II of Exhibit A attached hereto (the "Founders" and each a "Founder");

(7) the parties listed on Part III of Exhibit A attached hereto (the "Founder Holding Companies" and each a "Founder Holding Company");

(8) Baidu (Hong Kong) Limited, a limited liability company duly incorporated and validly existing under the Laws of Hong Kong (the "Series A Investor" or "Baidu");

(9) Star Ease Health Development Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands (the "Series B-1 Investor" or "Shanghai Jiejia");

(10) Hongda Juankang Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands (the "Series B-2 Investor" or "Shangrao SOA", together with Series B-1 Investor, the "Series B Investors" and each a "Series B Investor", together with the Series A Investor, the "Investors" and each an "Investor");

(11) HW MedSpect Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(12) May Jyu Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(13) Xing Da Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(14) Jyun Jing Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(15) May Syun Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(16) May Xin Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

Each of the foregoing parties is referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. The Shareholding Structure of the Company as at the date of this Agreement is set out in Exhibit C.

B. The Parties desire to enter into this Agreement to make the respective representations, warranties, covenants and agreements on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRESENTATIONS

1.1 Definitions

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement, shall have the meanings set forth in Exhibit B.

1.2 Calculation

Unless explicitly stated otherwise, (a) any calculation of any number, percentage or ratio that involves different class, series, type of the Company's equity securities (such as a shareholder's ownership of the Company's issued share capital) shall be calculated on a fully diluted and as converted or exercised into Ordinary Shares basis, and (b) any reference to a specific share number (and any other number determined by reference to a specific share number, such as per share issue price) shall automatically be proportionally adjusted, as appropriate, to reflect the effect of any subsequent share split, share subdivision, share combination or share dividend or similar events.

2. INFORMATION RIGHTS, INSPECTION RIGHTS AND BOARD REPRESENTATION

2.1 Information Rights and Inspection Rights

(a) Information Rights

The Company covenants and agrees that, commencing on the date of this Agreement, so long as any Investor holds any Preferred Share and/or Conversion Share, the Company will deliver to such Investor:

(i) within ninety (90) days after the end of each fiscal year, audited annual consolidated financial statements of the Group Companies for such fiscal year, audited by an accounting firm approved by the Board in accordance with PRC GAAP for such specific fiscal year;

(ii) within fifteen (15) days after the end of each calendar quarter, unaudited quarterly consolidated financial statements of the Group Companies;

(iii) within fifteen (15) days after the end of each calendar month, unaudited monthly consolidated financial statements of the Group Companies with an analysis of results, highlighting notable events and a thorough explanation of any material differences between actual figures and the figures presented in the annual budget;

(iv) no later than thirty (30) days before each fiscal year, an annual consolidated budget and business plan of the Group Companies for such fiscal year;

(v) disclosure of major projects and interested party transactions of the Group Companies, within fifteen (15) days after the end of each calendar quarter, or such other periodic operating metrics of the Group Companies as reasonably requested by the Investor(s);

(vi) (x) prompt written notice of any material litigation, material judgment against any of the Group Companies, and any other event that may have a material adverse effect on the operations and financial condition of any of the Group Companies, and (y) prompt written notice of any notice from any Governmental Authority of the non-compliance with any regulation by any of the Group Companies;

(vii) any information delivered by the Group Companies to any of the Company's Shareholders other than such Investor, including monthly operating reports, disclosure of material events; and

(viii) such other information of the Group Companies as such Investor may reasonably request (the rights to have access to the information set out in (i) to (viii) collectively, the "Information Rights").

All the financial statements to be provided to the Investor pursuant to this Section 2.1(a) shall be prepared in conformance with PRC GAAP and shall consolidate all of the financial results of the Group Companies. All the information (including without limitation the financial statements) provided by the Company to the Investor pursuant to this Section 2.1(a) shall be verified and certified as true, correct and not misleading by the Chief Executive Officer and the Chief Financial Officer of the Company.

(b) Inspection Rights

Each of the Group Companies covenants and agrees that, commencing on the date of this Agreement, so long as any Investor holds any Preferred Share and/or Conversion Share, such Investor and Persons appointed by such Investor shall have the right to (i) visit and inspect the facilities and properties of each of the Group Companies, and examine and copy records and books of each of the Group Companies at any time during regular working hours upon reasonable prior notice to the relevant Group Company, and (ii) discuss the business, operations and conditions of the Group Companies with their respective directors, officers, employees, accountants and legal counsel (the "Inspection Rights").

(c) Termination of Rights

The Information Rights and Inspection Rights shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

2.2 Board of Directors

(a) Board Compositions

The Company shall have a board of Directors (the "Board") consisting of up to four (4) Directors. The Board shall be constituted as follows:

(i) the Founder Holding Companies shall be entitled to appoint three (3) Directors to the Board, who shall initially be Zhang Wanneng (张万能), Chen Yong (陈勇), and Chen Jing (陈晶), and Zhang Wanneng (张万能) shall be the chief executive officer of the Company and the Chairman of the Board.

(ii) for so long as Baidu holds any Share, it shall be entitled to appoint one (1) Director of the Board (the "Series A Director"), who shall initially be Zhang Xiangming (章向明).

(b) Removal and Replacement

Any Shareholder or group of Shareholders entitled to designate any individual to be elected as a Director pursuant to this Section 2.2 shall have the right to remove any such Director and to fill any vacancy caused by the death, disability, retirement, resignation or removal of such Director.

(c) Subsidiary Boards

Subject to the applicable Laws and the listing rules of The Stock Exchange of Hong Kong Limited (the "Stock Exchange") where the Shares of the Company is to be listed under a Qualified IPO, so long as Baidu holds any Share, Baidu shall have the right, but not the obligation, to nominate and elect one director to serve on each board of each other Group Company (each, a "Subsidiary Board"). Upon Baidu's exercise of such right, the Subsidiary Board shall be re-composed to have the same members as the Board. Each of the Major Founders, the Founder Holding Companies and the Group Companies covenants and agrees to take, and to cause the Founders to take any and all action necessary to ensure that the person nominated by Baidu to serve on the Subsidiary Boards are not removed unless requested by Baidu and ensure the re-composition of the Subsidiary Boards.

The rights enjoyed by Baidu or any Investor under this Section 2.2 shall be terminated automatically to the extent as required by the applicable rules of Stock Exchange, in the case of the Stock Exchange, upon listing of its Shares on the main board of the Stock Exchange, or on any comparable form in connection with registration in a jurisdiction other than Hong Kong, submitted by the Company in accordance with the Memorandum and Articles.

(d) Committees

Subject to the applicable Laws and the listing rules of the Stock Exchange where the Shares of the Company is to be listed under a Qualified IPO, each committee established by any Group Company shall include Series A Director. Each of the Major Founders, the Founder Holding Companies and the Group Companies covenants and agrees to take and to cause the Founders to take any and all action necessary to ensure that the Series A Director to serve on such committees is not removed unless requested by Baidu.

(e) Observers

Baidu shall have the right, but not the obligation, to designate one representative to attend meetings of the Board and any Subsidiary Board as an observer. The observer shall not have any voting right.

(f) Supervisors

Baidu shall have the right, but not the obligation, to designate a Supervisor to any Group Company (if applicable) provided that such Supervisor appointment shall be in compliance with the applicable Law. Each of the Major Founders, the Founder Holding Companies and the Group Companies covenants and agrees to take any and all action necessary to ensure that the Supervisor designated by relevant Investor is duly appointed and is not removed or replaced unless requested by such Investor.

(g) Authority of Board

Subject only to the provisions of this Agreement and applicable Laws:

(i) the Board shall have ultimate responsibility for management and control of the Company; and

(ii) the Board shall be required to make all major decisions of the Company in accordance with the Memorandum and Articles and all decisions outside the day to day business of the Company. All matters in respect of such decisions must be referred to the Board, and no Shareholder or officer shall take any actions purporting to commit the Company in relation to any such matters without the approval of the Board. Each Shareholder shall cause the Director nominated by such Shareholder, if any, not to take any such actions or authorize any officers to take any such actions.

(h) Board Meetings

The Board shall meet at least once every six months. A quorum for a Board meeting shall consist of a majority of the Directors, including the presence of one (1) Series A Director. Each Director shall have one (1) vote on any matter submitted for approval of the Board. Each Director shall be entitled to appoint alternates to serve at any Board meeting

(or the meeting of a committee formed by the Board), and such alternates shall be permitted to attend all Board meetings and vote on such Director's behalf.

(i) Termination of Rights

The special rights of any shareholders under this Section 2 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

3. REGISTRATION RIGHTS

3.1 Applicability of Rights

The Investors shall be entitled to the following rights with respect to a Qualified IPO of the Ordinary Shares in the United States and shall be entitled to reasonably analogous or equivalent rights with respect to any other offering of any Group Company's securities in any other jurisdiction in which such Group Company undertakes to publicly offer or list such securities for trading on a recognized securities exchange.

3.2 Definitions

For purposes of this Section 3:

(a) Registration. The terms "register," "registered," and "registration" refer to a registration effected by filing a registration statement which is in a form which complies with, and is declared effective by the SEC (as defined below) in accordance with, the Securities Act.

(b) Registrable Securities. The term "Registrable Securities" means: (1) any Ordinary Shares issued or issuable pursuant to conversion of any of the Preferred Shares issued (A) under the [Investment Agreement and other prior purchase agreement made by the Company and the Investors], or (B) pursuant to the Right of Participation under Section 4, and (2) any Ordinary Shares issued (or issuable upon the conversion or exercise of any warrant, right or other security which is issued) as a dividend or other distribution with respect to, or in exchange for or in replacement of, any Preferred Shares described in clause (1) of this Section 3.2 (b), and (3) Ordinary Shares issued or issuable in respect of the Ordinary Shares described in clause (1) and (2) above upon any share split, share dividend, share combination or consolidation, recapitalization, reclassification or other similar event in relation to the Shares, (4) any depositary receipts issued by an institutional depositary representing any of the foregoing. Notwithstanding the foregoing, "Registrable Securities" excludes any Registrable Securities sold by a Person in a transaction in which rights under this Section 3 are not assigned in accordance with this Agreement, and any Registrable Securities which are sold in a registered public offering under the Securities Act or analogous statute of another jurisdiction, or sold pursuant to Rule 144 promulgated under the Securities Act or analogous rule of another jurisdiction.

(c) Registrable Securities Then Outstanding. The number of shares of "Registrable Securities then outstanding" means the number of Ordinary Shares of the Company that are Registrable Securities and are then issued and outstanding or would be outstanding assuming full conversion of all securities, warrants or other rights which are, directly or indirectly, convertible, exercisable or exchangeable into or for Registrable Securities.

(d) Holder. For purposes of this Section 3, the term "Holder" means any person owning or having the rights to acquire Registrable Securities or any permitted assignee of record of such Registrable Securities to whom rights under this Section 3 have been duly assigned in accordance with this Agreement.

(e) Form F-3 or Form S-3. The term "Form F-3" or "Form S-3" means such respective form under the Securities Act (including Form S-3 or Form F-3, as appropriate) or any successor registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(f) SEC. The term "SEC" or "Commission" means the U.S. Securities and Exchange Commission.

(g) Registration Expenses. The term "Registration Expenses" means all expenses incurred by the Company in complying with Sections 3.3, 3.4 and 3.5 hereof, including, without limitation, all registration and filing fees, printing expenses, fees, disbursements of counsels for the Company, fees and disbursements of one counsel for the Holders, fees and disbursements for any special legal opinions as requested by the Company, the underwriters or their counsels, "blue sky" fees and expenses and the expense of any special audits incidental to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

(h) Selling Expenses. The term "Selling Expenses" means all underwriting discounts and selling commissions applicable to the sale of Registrable Securities pursuant to Sections 3.3, 3.4 or 3.5 hereof.

(i) Exchange Act. The term "Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and any successor statute.

3.3 Demand Registration

(a) Request by Holders. Subject to the terms of this Agreement, if the Company shall, at any time after the earlier of (i) expiry of three (3) years following the Series A SPA closing or (ii) expiry of six (6) months following the effective date of a registration statement for an IPO, receive a written request from (A) the Holders of at least 25% of the Registrable Securities then outstanding that the Company file a registration statement under the Securities Act (other than Form F-3 or Form S-3) covering the registration of a minimum 20% of the Registrable Securities of such requesting Holders (or any lesser percentage if the anticipated aggregate gross proceeds from the registration shall exceed US$5,000,000) pursuant to this Section 3.3 (the demand registration which is filed at the request of the Holders in this case is hereafter referred to as "General Demand Registration"), or (B) as long as Baidu holds at least ten percent (10%) of the then outstanding Shares of the Company (on a fully diluted and as-if converted basis), Baidu (the demand registration which is filed at the request of Baidu in this case is hereafter referred to as "Baidu's Demand Registration"), then the Company shall, within ten (10) Business Days of the receipt of such written request, give a written notice of such request (a "Request Notice") to all the Holders, and use its best efforts to effect, as soon as practicable, the registration under the Securities Act of all the Registrable Securities that the Holders request

to be registered and included in such registration by written notices given by such Holders to the Company within twenty (20) days after receipt of the Request Notice.

For the purposes of this Agreement, reference to registration of securities under the Securities Act and the Exchange Act shall include an equivalent registration in a jurisdiction other than the United States as designated by such Holders, it being understood and agreed that in each such event all references in this Agreement to the Securities Act, the Exchange Act and rules, forms of registration statements and registration of securities thereunder, and to U.S. law and the SEC, shall be deemed to refer to the equivalent statutes, rules, forms of registration statements, registration of securities and laws of and equivalent Government Authority in the applicable non-U.S. jurisdiction.

(b) Underwriting. If the Holders initiating the registration request under this Section 3.3 (the "Initiating Holders") intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their request made pursuant to this Section 3.3 and the Company shall include such information in the Request Notice. In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Holders of at least a majority of the Registrable Securities being registered and reasonably acceptable to the Company. Notwithstanding any other provision of this Section 3.3, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise all Holders of Registrable Securities which would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of such Registrable Securities on a pro rata basis according to the number of Registrable Securities then outstanding held by each Holder requesting registration (including the Initiating Holders); provided, however, that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities are first entirely excluded from the underwriting and registration including, without limitation, all shares that are not Registrable Securities and are held by any other Person, including, without limitation, any Person who is an employee, officer or director of the Company or any Subsidiary of the Company; provided further, that at least thirty percent (30%) of shares of Registrable Securities requested by the Holders to be included in such underwriting and registration shall be so included. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by a written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(c) Maximum Number of Demand Registrations. The Company shall not be obligated to effect (i) more than three (3) General Demand Registrations, and (ii) more than one (1) Baidu Demand Registration pursuant to this Section 3.3 provided that (i) if the sale of all of the Registrable Securities sought to be included pursuant to this Section 3.3 is not consummated for any reason other than due to the action or inaction of the Holders

including Registrable Securities in such Registration, such Registration shall not be deemed to constitute one of the Registration rights granted pursuant to this Section 3.3; and (ii) if Baidu participates in the General Demand Registrations, it shall not be considered that Baidu has exercised its right for Baidu Demand Registration.

(d) Deferral. Notwithstanding the foregoing, if the Company shall furnish to the Holders requesting registration pursuant to this Section 3.3, a certificate signed by the President or Chief Executive Officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such registration statement to be filed at such time, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; provided, however, that the Company may not utilize this right more than once in any twelve (12) month period; provided further, that the Company shall not register any other of its Shares during such twelve (12) month period. A demand right shall not be deemed to have been exercised until such deferred registration shall have been effected.

3.4 Piggyback Registrations

Subject to the terms of this Agreement, if the Company proposes to register for its own account any of its equity securities in connection with the public offering of such securities, or if any demand registration of equity securities is requested by investors making equity investment in the Company subsequent to the equity investment in the Company by the Holders, the Company shall notify all the Holders of the Registrable Securities in writing at least thirty (30) days prior to filing any registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statements relating to any registration under Section 3.3 or Section 3.5 of this Agreement or to any employee benefit plan or a corporate reorganization), and shall afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by it shall, within twenty (20) days after receipt of the above-described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company or any subsequent investors, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company or any subsequent investors with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(a) Underwriting. If a registration statement under which the Company gives notice under this Section 3.4 is for an underwritten offering, then the Company shall so advise the Holders of the Registrable Securities. In such event, the right of any such Holder's Registrable Securities to be included in a registration pursuant to this Section 3.4 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All the Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. Notwithstanding any other provision of this Agreement but subject to Section 3.13, if the managing underwriter(s) determine(s) in good

faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, first, to the Company, second, to each of the Holders requesting inclusion of their Registrable Securities in such registration statement on a pro rata basis based on the total number of shares of Registrable Securities then held by each such Holder, and third, to holders of other securities of the Company; provided, however, that the right of the underwriter(s) to exclude shares (including the Registrable Securities) from the registration and underwriting as described above shall be restricted so that (i) the number of the Registrable Securities included in any such registration is not reduced below thirty percent (30%) of the aggregate number of shares of the Registrable Securities, on a pro rata basis, for which inclusion has been requested; and (ii) all shares that are not Registrable Securities and are held by any other Person, including, without limitation, any Person who is an employee, officer or director of the Company (or any Subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by a written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(b) Not Demand Registration. Registration pursuant to this Section 3.4 shall not be deemed to be a demand registration as described in Section 3.3 above. There shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 3.4.

3.5 Form F-3 or Form S-3 Registration

In case the Company shall receive from any Holder or Holders of any Registrable Securities then outstanding a written request or requests that the Company effect a registration on Form F-3 or Form S-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders having an anticipated aggregate offering price, net of underwriting discounts and commissions, in excess of US$5,000,000, then the Company will:

(a) Notice. Promptly give a written notice of the proposed registration and the Holder's or Holders' request therefor, and any related qualification or compliance, to all other Holders of the Registrable Securities; and

(b) Registration. As soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holder's or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within twenty (20) days after the Company provides the notice contemplated by Section 3.5(a); provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 3.5:

(i) if Form F-3 or Form S-3 is not available for such offering by the Holders;

(ii) if the Company shall furnish to the Holders a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such Form F-3 or Form S-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form F-3 or Form S-3 registration statement no more than once during any twelve (12) month period for a period of not more than sixty (60) days after receipt of the request of the Holder or Holders initiating such registration request pursuant to this Section 3.5; provided that the Company shall not register any of its other Shares during such sixty (60) day period. A registration right under Section 3.5 shall not be deemed to have been exercised until such deferred registration shall have been effected.

(iii) if the Company has, within the twelve (12) month period preceding the date of such request, already effected two Form F-3 or Form S-3 registrations pursuant to this Section 3.5; or

(iv) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance, unless the Company is already so qualified or subject to service of process in such jurisdiction.

Subject to the foregoing, the Company shall file a Form F-3 or Form S-3 registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the request or requests of the Holders.

(c) Not Demand Registration. Form F-3 registrations shall not be deemed to be demand registrations as described in Section 3.3 above. Except as otherwise provided herein, there shall be no limit on the number of times the Holders may request registration of the Registrable Securities under this Section 3.5.

(d) Underwriting. If the Holders of Registrable Securities requesting registration under this Section 3.5 intend to distribute the Registrable Securities covered by their request by means of an underwriting, the provisions of Section 3.3(b) shall apply to such registration.

(e) Maximum Number of Form F-3 or Form S-3 Registration. The Company shall not be obligated to effect more than two (2) such Form F-3 or Form S-3 registration pursuant to this Section 3.5 within twelve (12) months, provided that if the sale of all of the Registrable Securities sought to be included pursuant to this Section 3.5 is not consummated for any reason other than due to the action or inaction of the Holders including Registrable Securities in such Registration, such Registration shall not be deemed to constitute one of the Registration rights granted pursuant to this Section 3.5.

3.6 Expenses

All Registration Expenses incurred in connection with any registration pursuant to Sections 3.3, 3.4 or 3.5 (but excluding the Selling Expenses) shall be borne by the Company. Each Holder participating in a registration pursuant to Sections 3.3, 3.4 or 3.5 shall bear such Holder's proportionate share (based on the total number of shares sold in such registration other than for the account of the Company) of all the Selling Expenses, in connection with such offering by the Holders.

3.7 Obligations of the Company

Whenever required to effect the registration of any Registrable Securities under this Agreement the Company shall, as expeditiously as reasonably possible:

(a) Registration Statement. Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective, and, upon the request of the Holders of at least a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to ninety (90) days or, in the case of the Registrable Securities registered under Form F-3 or Form S-3 in accordance with Rule 415 under the Securities Act or a successor rule, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such ninety (90) day period shall be extended for a period of time equal to the period any Holder refrains from selling any securities included in such registration at the request of the underwriter(s), and (ii) in the case of any registration of the Registrable Securities on Form F-3 which are intended to be offered on a continuous or delayed basis, such ninety (90) day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold.

(b) Amendments and Supplements. Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.

(c) Prospectuses. Promptly notify the Holders of the effectiveness of such registration statement and furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration.

(d) Blue Sky. Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions as shall be reasonably requested by the Holders; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service of process in such jurisdiction and except as may be required by the Securities Act.

(e) Underwriting. In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering.

(f) Notification. Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of (i) the issuance of any stop order by the SEC in respect of such registration statement, or (ii) the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. The Company will use best efforts to amend or supplement such prospectus in order

to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing

(g) Opinion and Comfort Letter. Furnish, at the request of any Holder requesting registration of the Registrable Securities, on the date that such Registrable Securities are delivered to the underwriter(s) for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to at least a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and (ii) letters dated as of (x) the effective date of the registration statement covering such Registrable Securities and (y) the closing date of the offering, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to at least a majority in interest of the Holders requesting registration, addressed to the underwriters, if any.

(h) Use its best efforts to cause all such Registrable Securities registered pursuant to this Section 3 to be listed on a national exchange and on each securities exchange on which similar securities issued by the Company are then listed.

(i) Provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

3.8 Furnish Information

It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 3.3, 3.4 or 3.5 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be reasonably required to effect the registration of their Registrable Securities.

3.9 Indemnification

In the event any Registrable Securities are included in a registration statement under Sections 3.3, 3.4 or 3.5:

(a) By the Company. To the extent permitted by law, the Company will indemnify and hold harmless each Holder, its partners, officers, directors, legal counsel, any underwriter (as defined in the Securities Act) for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act, or other United States federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"):

(i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or

(iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any United States federal or state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any United States federal or state securities law in connection with the offering covered by such registration statement;

and the Company will reimburse each such Holder, its partner, officer, director, legal counsel, underwriter or controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section3.9 (a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, legal counsel, underwriter or controlling Person of such Holder.

(b) By Selling Holders. To the extent permitted by law, each selling Holder will, if the Registrable Securities held by such Holder are included in the securities as to which such registration qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each Person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers, legal counsel or any Person who controls such Holder within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, legal counsel, controlling Person, underwriter or such other Holder, partner or director, officer or controlling Person of such other Holder may become subject under the Securities Act, the Exchange Act or other United States federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs solely in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling Person, underwriter or other Holder, partner, officer, director or controlling Person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 3.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided, further, that in no event shall any indemnity under this Section 3.9(b) exceed the net proceeds received by such Holder in the registered offering out of which the applicable Violation arises.

(c) Notice. Within thirty (30) days after receipt by an indemnified party under this Section 3.9 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 3.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses thereof to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver a written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of liability to the indemnified party under this Section 3.9 to the extent, and only to the extent, that the indemnifying party is prejudiced as a result thereof, but the omission to so deliver a written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 3.9.

(d) Contribution. In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any indemnified party makes a claim for indemnification pursuant to this Section 3.9 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 3.9 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any indemnified party in circumstances for which indemnification is provided under this Section 3.9; then, and in each such case, the indemnified party and the indemnifying party will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion so that a Holder (together with its related persons) is responsible for the portion represented by the percentage that the public offering price of its Registrable Securities offered by and sold under the registration statement bears to the public offering price of all securities offered by and sold under such registration statement, and the Company and other selling Holders are responsible for the remaining portion. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case: (A) no Holder will be required to contribute any amount in excess of the net proceeds to such Holder from the sale of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(e) Survival; Consents to Judgments and Settlements. The obligations of the Company and Holders under this Section 3.9 shall survive the completion of any offering of Registrable Securities in a registration statement, regardless of the expiration of any

statutes of limitation or extensions of such statutes. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

3.10 Termination of the Company's Obligations

The Company's obligations under Sections 3.3, 3.4 and 3.5 with respect to any Registrable Securities proposed to be sold by a Holder in a registration pursuant to Section 3.3, 3.4 or 3.5 shall terminate upon the fifth anniversary of the Qualified IPO.

3.11 No Registration Rights to Third Parties

Without the prior written consent of the Series A Preferred Majority, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any Person any registration rights of any kind (whether similar to the demand, "piggyback" or Form F-3 registration rights described in this Section 3, or otherwise) relating to any securities of the Company which are senior to, or on a parity with, those granted to the Holders of Registrable Securities. In any event, if the Company grants to any holder of the Company's security any registration right of any nature that are superior to the Holders, as determined in good faith by the Board (including the consent of the Series A Director), the Company shall grant such superior registration right to the Holders as well.

3.12 Assignment of Registration Rights

Subject to prior written notification by the Holder to the Company, the right to cause the Company to register Registrable Securities pursuant to this Agreement may be assigned by a Holder provided that: (i) the Holder is transferring all its Registrable Securities; or (ii) the Holder is transferring at least 100,000 Registrable Securities; or (iii) the Holder is transferring its Registrable Securities to a constituent partner or shareholder who agrees to act through a single representative; or (iv) the Holder is transferring its Registrable Securities to an Affiliate of such Holder; provided that: (a) the Company is, within a reasonable time after such transfer, furnished with a written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; (b) such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Agreement. In the event of a transfer or assignment of Registrable Securities which does not satisfy the conditions set forth above, such securities shall no longer be deemed to constitute "Registrable Securities" for purposes of this Agreement.

3.13 Market Stand-Off

Each of the Major Founders, the Founder Holding Companies, the Investor and other Shareholders hereby agrees that, if and to the extent requested by the Company or the underwriters managing the initial public offering of the Company's securities, it will not, and cause the Founders not to sell or otherwise transfer or dispose of any securities of the Company (other than those permitted to be included in the registration and other transfers to Affiliates permitted by law) without the prior written consent of the Company or such underwriters, as the case may be, for a period of time specified by the representative of the underwriters not to exceed one hundred and eighty (180) days from the effective date of the registration statement covering such initial public offering or the pricing date of such offering

as may be requested by the underwriters. The foregoing provision of this Section 3.13 applies only to the first registration statement of the Company which covers securities to be sold on its behalf to the public in an underwritten offering, but not to the Registrable Securities actually sold pursuant to such registration statement, and shall only be applicable to the Holders if all officers, directors and holders of at least one percent (1%) or more of the Company's outstanding share capital enter into similar agreements, and if the Company or any underwriter releases any officer, director or holder of at least one percent (1%) or more of the Company's outstanding share capital from his or her sale restrictions so undertaken, then each Holder shall be notified prior to such release and shall itself be simultaneously released to the same proportional extent. The Company shall require all future acquirers of the Company's securities holding at least one percent (1%) of the then outstanding share capital of the Company to execute prior to a Qualified IPO a market stand-off agreement containing substantially similar provisions as those contained in this Section 3.13.

3.14 Rule 144 Reporting

With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration or pursuant to a registration on Form F-3, after such time as a public market exists for the Ordinary Shares, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and

(c) so long as a Holder owns any Registrable Securities, to furnish to such Holder forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the Company's initial public offering), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or its qualification as a registrant whose securities may be resold pursuant to Form F-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents of the Company as a Holder may reasonably request in availing itself of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to Form F-3.

3.15 IPO Purchase Right.

Subject to applicable law and regulations, Investors shall have the right to purchase or direct any of its Affiliates to purchase, at its option, at the final price set forth in the Company's final prospectus with respect to an IPO, up to the number of the Ordinary Shares of the Company offered in the IPO that enables such Investors to maintain, in the aggregate, its percentage ownership interest in the Company immediately prior to the consummation of the IPO, provided, however, that the IPO Purchase Right contained in this Section 3.15 shall not apply to the listing of Shares on the main board of the Stock Exchange by the Company.

3.16 Termination of Rights

Notwithstanding anything to the contrary as set forth in this Section 3 and subject to this Section 3.16, the special rights of any shareholders under this Section 3 shall be terminated automatically to the extent as required by the applicable rules of Stock Exchange, in the case of the Stock Exchange, upon listing of its Shares on the main board of the Stock Exchange, submitted by the Company in accordance with the Memorandum and Articles.

4. RIGHT OF PARTICIPATION

Each of the Investor and any other holder of the Preferred Shares to which rights under this Section 4 have been duly assigned in accordance with Section 8.1 (the Investors and each such assignee each hereinafter referred to as a "Participation Rights Holder") and/or its Affiliate(s) shall have the right of first refusal to purchase such Participation Rights Holder's Pro Rata Share (as defined in Section 4.1), of all (or any part) of any New Securities (as defined in Section 4.2) that the Company may from time to time issue after the date of this Agreement (the "Right of Participation"). Each Participation Rights Holder may apportion, at its sole discretion, its Pro Rata Shares among its Affiliates in any proportion.

4.1 Pro Rata Share

A Participation Rights Holder's "Pro Rata Share" for purposes of the Right of Participation is the ratio of (a) the number of Ordinary Shares (calculated on an as-converted basis) held by such Participation Rights Holder, to (b) the total number of outstanding Ordinary Shares (calculated on an fully-diluted and as-converted basis) then outstanding immediately prior to the issuance of the New Securities giving rise to the Right of Participation, in which event the Ordinary Shareholders agree to waive any and all of their right of participation, statutory or contracted if any.

4.2 New Securities

"New Securities" means any Preferred Shares, any other Shares designated as "preferred shares", Ordinary Shares or other Shares, whether now authorized or not, or rights, options or warrants to purchase said equity securities, or securities of any class whatsoever that are, or may become, convertible or exchangeable into said equity securities, provided, however, that the term "New Securities" do not include:

(a) (i) any of the options, warrants or other securities arrangements to purchase any Ordinary Shares issued from time to time to employees, officers, directors, contractors, advisors or consultants of the Group Companies pursuant to an employee stock option plan having been approved pursuant to this Agreement and the Memorandum and Articles; and (ii) any Ordinary Shares issuable upon exercise or conversion of the forgoing options, warrants or other securities arrangements;

(b) any Preferred Shares issued under the Investment Agreement and any Ordinary Shares issued pursuant to the conversion thereof;

(c) any securities issued in connection with any share split, share dividend or any subdivision of Ordinary Shares or other similar event in which all the Participation Rights Holders are entitled to participate on a pro rata basis;

(d) any securities issued pursuant to a Qualified IPO as approved by the Board and the Shareholders pursuant to this Agreement and the Memorandum and Articles; and

(e) any securities issued pursuant to the acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization in which the Company acquires, in a single transaction or a series of related transactions, all or substantially all assets of such other corporation or entity, or fifty percent (50%) or more of the equity ownership or voting power of such other corporation or entity, provided that such acquisition has been approved by the Board and the Shareholders pursuant to this Agreement and the Memorandum and Articles.

4.3 Procedures

(a) First Participation Notice. In the event that the Company proposes to undertake an issuance of any New Securities (in a single transaction or a series of related transactions), it shall give to each Participation Rights Holder a written notice of its intention to issue such New Securities (the "First Participation Notice"), describing the amount and class of the New Securities, the price and the general terms upon which the Company proposes to issue such New Securities. Each Participation Rights Holder shall have thirty (30) days from the date of receipt of any such First Participation Notice (the "First Participation Period") to agree on behalf of itself or its Affiliates in writing to purchase up to such Participation Rights Holder's Pro Rata Share of such New Securities for the price and upon the terms and conditions specified in the First Participation Notice by giving a written notice to the Company and stating therein the quantity of the New Securities to be purchased (not to exceed such Participation Rights Holder's Pro Rata Share). If any Participation Rights Holder fails to so agree in writing within First Participation Period to purchase up to such Participation Rights Holder's full Pro Rata Share of an offering of such New Securities, then such Participation Rights Holder shall forfeit the right hereunder to purchase that part of its Pro Rata Share of such New Securities that it did not agree to purchase.

(b) Second Participation Notice; Oversubscription. If any Participation Rights Holder fails or declines to fully exercise its Right of Participation in accordance with Section 4.3(a) above, the Company shall promptly (but no later than three (3) Business Days after the expiration of the First Participation Period) give a notice (the "Second Participation Notice") to other Participation Rights Holders who have fully exercised their Right of Participation (the "Fully Participating Investors") in accordance with Section 4.3(a) above, which notice shall set forth the number of New Securities not purchased by the other Participation Rights Holders pursuant to Section 4.3 (a) above (such shares, the "Overallotment New Securities"). Each Fully Participating Investor shall have fifteen (15) days from the date of receipt of the Second Participation Notice (the "Second Participation Period") to notify the Company of its desire to purchase more than its Pro Rata Share of the New Securities, stating the number of the additional New Securities it proposes to buy (the "Additional Number"). Such notice may be made by telephone if confirmed in writing within two (2) Business Days. If, as a result thereof, the total number of additional New Securities the Fully Participating Investors propose to buy exceeds the total number of the Overallotment New Securities, each Fully Participating Investor who proposes to buy more

than such number of additional New Securities equal to the product obtained by multiplying (i) the number of the Overallotment New Securities by (ii) a fraction, the numerator of which is the number of the Ordinary Shares (calculated on an as-converted basis) held by such Fully Participating Investor and the denominator of which is the total number of Ordinary Shares (calculated on an as-converted basis) held by all Fully Participating Investors (an "Oversubscribing Fully Participating Investor") will be cut back by the Company with respect to its oversubscription to that number of the Overallotment New Securities equal to the lesser of (x) its Additional Number and (y) the product obtained by multiplying (i) the number of the Overallotment New Securities available for subscription by (ii) a fraction, the numerator of which is the number of the Ordinary Shares (calculated on an as-converted basis) held by such Oversubscribing Fully Participating Investor and the denominator of which is the total number of the Ordinary Shares (calculated on an as-converted basis) held by all the Oversubscribing Fully Participating Investors. Each Fully Participating Investor shall be obligated to buy such number of New Securities as determined by the Company pursuant to this Section 4.3 and the Company shall so notify the Fully Participating Investors within five (5) days following the expiration date of the Second Participation Period.

4.4 Failure to Exercise

If any Participation Rights Holder fails or declines to exercise its rights or purchase all New Securities included in the First Participation Notice within the First Participation Period or the Second Participation Period under Section 4.3(a) or Section 4.3(b)(as the case may be), the Company shall have ninety (90) days after the date of the First Participation Notice or Second Participation Notice, as the case may be, to sell the New Securities described in the First Participation Notice (with respect to which the Right of Participation hereunder were not exercised) at the same or higher price and upon non-price terms no more favorable to the purchasers thereof than specified in the First Participation Notice. The purchaser (which is not already a party to this Agreement) shall be subject to all the terms and conditions of this Agreement by executive a deed of adherence in form and substance approved by the board of the Company. In the event that the Company has not issued and sold such New Securities within such ninety (90)-day period, then the Company shall not thereafter issue or sell any New Securities without offering such New Securities to the Participation Rights Holders pursuant to this Section 4.

4.5 Limitations on Subsequent Rights

Without the prior written consent of the holders of at least a majority of the then outstanding Series A Preferred Shares, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any person or entity any participation right of any nature relating to any securities of the Company which are senior to, or on a parity with, those granted to the holders of the Series A Preferred Shares. In any event and subject to the foregoing sentence, if the Company grants to any holder of the Company's security any participation right of any nature that are superior to those of the holders of the Series A Preferred Shares, as determined in good faith by the Board (including the consent of the Series A Director), the Company shall grant such superior participation right to the holders of the Series A Preferred Shares as well.

4.6 Termination

The Right of Participation under this Section 4 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

5. RIGHTS AND RESTRICTIONS IN RESPECT OF SHARE ISSURANCE AND TRANSFER

5.1 Right of First Refusal

Subject to Sections 5.4 and 5.5 of this Agreement, each Investors (a "ROFR Holder") shall have a right (the "Right of First Refusal") to purchase all or any portion of the Shares that an Ordinary Shareholder (a "Transferor" or a "Selling Shareholder") may propose to transfer (the "Transfer Shares") to any potential third party transferee (the "Potential Transferee") as set forth in this Section 5.1.

(a) Procedure

(i) Transfer Notice. The Transferor shall give each ROFR Holder and the Company a written notice (the "Transfer Notice") describing (x) type and number of the Transfer Shares to be transferred, (y) identity of the Potential Transferee, and (z) price and other material terms upon which the Transferor proposes to transfer the Transfer Shares. The Transfer Notice shall state that the Transferor has received a definitive, bona fide offer from the Potential Transferee on the terms set forth in the Transfer Notice.

(ii) ROFR Holder's Exercise. Each ROFR Holder shall have fifteen (15) Business Days after the receipt of the Transfer Notice (the "ROFR Holder Exercise Period") to irrevocably elect to purchase all or portion of its initial pro rata share of the Transfer Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice by notifying the Transferor and the Company in writing of the number of Transfer Shares to be purchased. For the purposes of the Right of First Refusal, each ROFR Holder's "initial pro rata share" shall be determined according to (x) the aggregate number of all Shares held by such ROFR Holder on the date of the Transfer Notice in relation to (y) the aggregate number of all Shares held by all ROFR Holders on such date.

(iii) Over-Allotment. If the ROFR Holders fail to elect to purchase all the Transfer Shares, then such unpurchased Transfer Shares ("Over-Allotment Transfer Shares") shall be made available to each ROFR Holder who has elected to purchase all of its initial pro rata share of the Transfer Shares for over-allotment. Upon the earlier of (i) the expiration of the ROFR Holder Exercise Period, or (ii) the time when the Transferor has received the written notice of each ROFR Holder in respect of its exercise of the Right of First Refusal, the Transferor shall deliver an over-allotment notice to the Company and each such ROFR Holder to inform them of the aggregate number of Over-Allotment Transfer Shares that are available for over-allotment. Each of such ROFR Holders shall have five (5) Business Days after the receipt of such over-allotment notice to irrevocably elect to purchase all or portion of the Over-Allotment Transfer Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice by notifying the Transferor and the Company in writing of the number of Over-Allotment Transfer Shares to be purchased. If the aggregate number of the Over-Allotment Transfer Shares elected to be purchased by all such ROFR Holders in response to such over-allotment notice exceeds the aggregate number of the Over-Allotment Transfer Shares that are available for over-allotment, then the number of the Over-Allotment Transfer Shares shall be allocated to such ROFR Holders by allocating to each such ROFR Holder the lesser of (A) the difference between the number of Over-Allotment Transfer Shares it elects to purchase and the aggregate number of Over-Allotment Transfer Shares that has already been allocated to it, and (B) its over-allotment pro rata share of the Over-Allotment Transfer Shares that has not yet been allocated,

which allocation step shall be repeated until all Over-Allotment Transfer Shares are allocated. Each such ROFR Holder who has been allocated all the Over-Allotment Transfer Shares that it has elected to purchase shall cease to participate in any subsequent allocation step. For the purposes of determining the allocation of Over-Allotment Transfer Shares that a ROFR Holders will receive in each allocation step, such ROFR Holder's "over-allotment pro rata share" shall be determined according to (x) the aggregate number of all Shares held by such ROFR Holder on the date of the Transfer Notice in relation to (y) the aggregate number of all Shares held by all ROFR Holders who participate in such allocation step on such date.

(iii) Subject to applicable securities laws, the ROFR Holders shall be entitled to apportion the Transfer Shares to be purchased among its partners and Affiliates upon a written notice to the Company and the Transferor.

(iv) Closing. If a ROFR Holder gives the Transferor a notice that it desires to purchase the Transfer Shares, then payment for the Transfer Shares to be purchased shall be made by check or wire transfer in immediately available funds of the appropriate currency, against delivery of such Transfer Shares to be purchased at a place agreed by the Transferor and the delivery of updated register of members of the Company reflecting the purchase of such Transfer Shares by such ROFR Holders, and at the time of the scheduled closing therefor, which shall be no later than forty-five (45) Business Days following the expiration of the last period during which any ROFR Holder may elect to purchase any Transfer Share in each case.

(b) Purchase Price.

The purchase price for the Transfer Shares to be purchased by the ROFR Holders exercising their right of first refusal will be the price set forth in the Transfer Notice. If the purchase price in the Transfer Notice includes consideration other than cash, the cash equivalent value of the non-cash consideration will be previously determined by the Board (including the consent of the Series A Director) in good faith, which determination will be binding upon all ROFR Holders, absent fraud or error.

(c) Rights of the Transferor.

If any ROFR Holder exercises its right of first refusal to purchase the Transfer Shares, then, upon the date the notice of such exercise is given by such ROFR Holder, the Transferor will have no further rights as a holder of such Transfer Shares except for the right to receive payment for such Transfer Shares from the ROFR Holders in accordance with the terms of this Agreement, and the Transferor will forthwith cause all certificate(s) evidencing such Transfer Shares to be surrendered to the ROFR Holder for transfer to the ROFR Holder.

(d) Application of Co-Sale Right.

Within seven (7) Business Days after expiration of the last period during which any ROFR Holder may elect to purchase any Transfer Share, the Transferor shall give each ROFR Holder a written notice (the "First Refusal Expiration Notice") specifying either (i) that all of the Transfer Shares have been elected to be purchased by the ROFR Holders exercising rights of first refusal or (ii) that the ROFR Holders have not elected to purchase all of the Transfer Shares and that such Transfer Shares that have not been elected to be purchased by the ROFR Holders shall be subject to the co-sale right of the Co-Sale Holders described in Section 5.2 below, in which case the First Refusal Expiration Notice shall

specify the Co-Sale Pro Rata Portion (as defined in Section 5.2 below) of the Transfer Shares for the purpose of such co-sale right.

5.2 Co-Sale Right

Each of the ROFR Holders that has not exercised its Right of First Refusal with respect to any Transfer Share proposed to be sold or transferred or exchanged by the Transferor (a "Co-Sale Holder") shall have the right (the "Right of Co-Sale" or "Co-Sale Right"), exercisable upon written notice to the Transferor and the Company (the "Co-Sale Notice") within twenty (20) Business Days after receipt of the First Refusal Expiration Notice (the "Co-Sale Right Period"), to participate in the sale of the Transfer Shares at the same price and subject to the same terms and conditions as set forth in the Transfer Notice. The Co-Sale Notice shall set forth the number of Shares (on an as-converted basis) that such Co-Sale Holder wishes to include in such sale or transfer or exchange, which amount shall not exceed the Co-Sale Pro Rata Portion of such Co-Sale Holder. To the extent the Co-Sale Holder exercises such Right of Co-Sale in accordance with the terms and conditions set forth below, the number of the Transfer Shares that the Transferor may sell in the transaction shall be correspondingly reduced. The co-sale right of each Co-Sale Holder shall be subject to the following terms and conditions:

(a) Co-Sale Pro Rata Portion. A Co-Sale Holder may sell all or any part of that number of Ordinary Shares held by or issuable to it (on an as-converted basis) that is equal to the product obtained by multiplying (x) the aggregate number of the Transfer Shares subject to the co-sale right hereunder by (y) a fraction, the numerator of which is the number of Ordinary Shares (on an as-converted basis) owned by such Co-Sale Holder at the time of the sale or transfer or exchange and the denominator of which is the combined number of Ordinary Shares (on an as-converted basis) at the time owned by the Transferor and all the Co-Sale Holders exercising the co-sale right hereunder (the "Co-Sale Pro Rata Portion"). The Right of Co-Sale under this Section 5.2 shall not apply with respect to any Shares sold or to be sold to the Company or the ROFR Holders under the Right of First Refusal of Section5.1. Notwithstanding the foregoing, in case that (x) the total number of Transfer Shares proposed to be sold or transferred or exchanged by the Transferor and any Shares or other securities of the Company that have been sold or transferred or exchanged by the Transferor will equal to or exceed 30% of the Shares held by such Transferor, or (y) a change of control in the Company would occur as a result of the sale or transfer or exchange of the Transfer Shares, Baidu shall have the right to exercise its co-sale right in preference among other Co-Sale Holders to sell its corresponding Co-Sale Pro Rata Portion of the Shares held by it in accordance with this Section 5.2.

(b) Transferred Shares. A Co-Sale Holder shall effect its participation in the co-sale by promptly delivering to the Transferor for transfer to the prospective purchaser instrument(s) of transfer executed by such Co-Sale Holder and one or more certificates, properly endorsed for transfer, which represent:

(i) the number of the Shares which such Co-Sale Holder elects to sell;

(ii) Preferred Shares, in the event that the Co-Sale Holder delivers certificates for that number of Preferred Shares which is at such time convertible into the number of Ordinary Shares that the Co-Sale Holder elects to sell (on an as-converted basis); provided in such case that, if the prospective purchaser objects to the sale, transfer or

exchange of the Preferred Shares in lieu of the Ordinary Shares, the Co-Sale Holder shall convert such Preferred Shares into Ordinary Shares and deliver certificates for Ordinary Shares as provided in Section 5.2(b)(i) above. The Company agrees to make any such conversion concurrent with the actual transfer of such shares to the prospective purchaser; or

(iii) a combination of the above.

(c) Payment to Co-Sale Holders; Registration of Transfer. The share certificate or certificates that a Co-Sale Holder delivers to the Transferor pursuant to Section 5.2 (b) above shall be transferred to the prospective purchaser in consummation of the sale of the Transfer Shares pursuant to the terms and conditions specified in the Transfer Notice, and the Transferor shall concurrently therewith remit to the Co-Sale Holder exercising the co-sale right that portion of the sale proceeds to which the Co-Sale Holder is entitled by reason of its participation in such sale. To the extent that any prospective purchaser or purchasers prohibits such assignment or otherwise refuses to purchase shares or other securities from the Co-Sale Holders exercising the co-sale right hereunder, the Transferor shall not sell to such prospective purchaser or purchasers any Transfer Shares unless and until, simultaneously with such sale, the Transferor shall purchase such shares or other securities from the Co-Sale Holders exercising the co-sale right. The Company shall, upon surrendering by the prospective purchaser or the Transferor of the certificates for the Preferred Shares or Ordinary Shares being transferred from the Co-Sale Holders as provided above, make proper entries in the register of members of the Company and cancel the surrendered certificates and issue any new certificates in the name of the prospective purchase or the Transferor, as the case may be, as necessary to consummate the transactions in connection with the exercise by the Co-Sale Holder of its co-sale rights under this Section 5.2.

5.3 Right to Transfer

To the extent the Transferor do not elect to purchase, and the ROFR Holders do not elect to participate in the sale of, subject to the Co-Sale Holders' Right of Co-Sale under section 5.2, the Transfer Shares subject to the Transfer Notice, the Transferor may, not later than ninety (90) days following the expiration of the last period during which any ROFR Holder may elect to purchase any Transfer Share, to sell any Transfer Shares with respect to which the ROFR Holders' Right of First Refusal were not exercised, to the Potential Transferee identified in the Transfer Notice and on the same price and upon terms not more favorable than specified in the Transfer Notice, and (ii) the third-party transferee of such Transfer Shares shall have executed a deed of accession in form and substance approved by the Board (including the consent of the Series A Director) and become a party to, and to be bound by, this Agreement (and each other relevant Transaction Agreements), assuming all the rights and obligations of the Selling Shareholder under this Agreement (and each other relevant Transaction Agreements) with respect to such Offered Shares. Any proposed transfer on terms and conditions which are materially different from those described in the Transfer Notice, as well as any subsequent proposed transfer of any Transfer Shares by the Selling Shareholder, shall again be subject to ROFR Holder's Right of First Refusal and Co-Sale Holders' Right of Co-Sale and shall require compliance by the Selling Shareholder with the procedures described in Sections 5.1 and 5.2 of this Agreement.

5.4 Permitted Transfers

The ROFR Holders' Right of First Refusal and the Co-Sale Holders' Right of Co-Sale hereunder shall not apply to (a) a repurchase of Shares from a Transferor by the

Company at a price no greater than that originally paid by such Transferor for such Shares and pursuant to an agreement containing vesting and/or repurchase provisions approved by the Board, including the Series A Director; (b) if a Transferor is an entity, any sale or transfer of any Shares to any Subsidiary 100% held by such Transferor; or (c) if a Transferor is a natural person (including the Major Founders), any gratuitous transfer of no more than 20% of the Shares held by such Transferor as of the date hereof to an Immediate Family Member of such Transferor, or to a custodian, trustee, executor, or other fiduciary for the account of such Transferor's Immediate Family Member, or to a trust for such Transferor's own benefit, in each case for bona fide estate planning purposes (each such transfer, a "Permitted Transfer" and each foregoing transferee, a "Permitted Transferee"); provided that (i) the Major Founders shall at all times remain subject to the terms and restrictions set forth in this Agreement in case of transfer pursuant to Section 5.4 (b) and (c) of this Section 5.4; (ii) such Transferor shall not transfer or otherwise dispose of more than twenty percent (20%) of the Shares or other securities of the Company held by it as of the date hereof pursuant to Section 5.4 (b) and (c) of this Section 5.4 unless otherwise approved in writing by the Investor; (iii) adequate documentation therefor shall be provided to the Company and each Investor and that any Permitted Transferee (other than the Company) shall agree in writing to be bound by this Agreement (and each other relevant Transaction Agreements) in place of the relevant Transferor and shall execute a deed of accession in form and substance approved by the Board (including the approval of the Series A Director) and become a party to, and to be bound by, this Agreement (and each other relevant Transaction Agreements) and that the Permitted Transferee shall not transfer its Shares except to the Transferor or other Permitted Transferee(s) of the Transferor; and (iv) the proposed transfer shall be in compliance with applicable laws and regulations, including without limitation, Permitted Transferee's completion of foreign exchange registration pursuant to Circular 37. For this Section 5.4, the term "Immediate Family Member" means a child, parent, spouse of a person referred to herein.

5.5 Restriction on Transfers of Shares of the Company

(a) Notwithstanding anything to the contrary contained herein, without the prior written consent or subsequent ratification of the Series A Preferred Majority, for so long as such Investors holds any Shares, none of the Major Founders and/or his Permitted Transferees shall, or in the event that any of the Major Founders and/or his Permitted Transferees holds any Shares or other securities of the Company through an entity or organization wholly owned or Controlled by him (a "Holding Vehicle"), including without limitation the Founder Holding Companies, he shall cause such Holding Vehicle not to, and the Major Founder shall cause the applicable Founders to cause such Holding Vehicle not to:

(i) sell, assign, exchange or transfer through one or a series of transactions any of Shares or other securities of the Company held directly or indirectly by them or his Permitted Transferees or the Holding Vehicle to any Person before a Qualified IPO or Trade Sale; or

(ii) pledge, hypothecate, mortgage, encumber or otherwise dispose of through one or a series of transactions any Shares or other securities of the Company held directly or indirectly by them, or his Permitted Transferees or the Holding Vehicle to any Person before a Qualified IPO or Trade Sale, provided however that, in the case where (a) the Founder or his Holding Vehicle sells, assigns, exchanges or transfers Shares or other securities of the Company held by him/it to another Founder or his Holding Vehicle, or (b) the Founders shall still hold a majority of voting rights after consummation of the prospective

sale, assignment, exchange or transfer of the Shares or securities of the Company, the transferring Founder shall be given an opportunity to have full discussion with Investor regarding the background and necessity of proposed sale, assignment, exchange or transfer and the Investor shall not unreasonably withhold the consent to such transaction after taking into account these factors, and provided further that, in the case that a Major Founder or his Holding Vehicle sells, assigns, exchanges or transfers Shares or other securities of the Company held by him/it to such Shares' or securities' beneficial owners whose identity information and holding percentage of the Company has been disclosed by the Company in writing to and confirmed by the Investor prior to the closing, no prior written consent from holders of Series A Preferred Shares is required.

(b) Any attempt by any Selling Shareholder, Founder or his Permitted Transferee or Holding Vehicles to transfer any Shares or other securities of the Company in violation of this Section 5 shall be void and the Company hereby agrees it will not effect such transfer nor will it treat any alleged transferee as the holder of such Shares or other securities without the prior written approval of the holders of at least a majority of the outstanding Series A Preferred Shares.

(c) Without prejudice to other provisions of this Agreement or other Transaction Agreements, (i) each of the Selling Shareholders shall, and shall cause its Permitted Transferees and the Holding Vehicles (if any) not to, and shall cause the Founder and the Holding Vehicles not to, without the prior written consent of the Board (including the consent of the Series A Director), transfer or dispose of any of its Shares to any person or entity that, at the time of the transfer such Selling Shareholder or Permitted Transferee or his Holding Vehicle knows, or has reasonable grounds to know, to be engaging in a business that is in direct competition of the Business of the Group Companies, or to any third party acting on behalf of such Person, unless such transfer or sale is on the open market after the date of the Qualified IPO; (ii) if the Company requests in its sole discretion, prior to and as a condition to the consummation of any proposed Transfer of Shares by any Selling Shareholder, Founder or Permitted Transferee or the Holding Vehicle, the Company shall have received a written opinion from counsel reasonably satisfactory to the Company, specifying the nature and circumstances of the proposed transfer and any related transactions of which the proposed transfer is a part, and based on such facts stating that the proposed transfer and any related transactions will not be in violation of any of the registration provisions of the Securities Act, or any applicable state securities laws; and the transfer will not result in the loss of any license or regulatory approval or exemption that has been obtained by the Group Companies and is materially useful in the conduct of their business as then being conducted or proposed to be conducted, and that the transfer will not result in a material and adverse limitation or restriction on the operations of the Group Companies, taken as a whole.

(d) Notwithstanding anything to the contrary contained herein, without the prior written consent of or ratified by the Series A Preferred Majority:

(i) Each of the Major Founders shall not, and shall not cause or permit any other Person to, and shall cause each of the Founders not to, directly or indirectly, sell, assign, transfer, pledge, mortgage, encumber or otherwise dispose of through one or a series of transactions any equity interest held or Controlled by him in any PRC Company to any Person. Any transfer in violation of this Section shall be void and each PRC Company hereby agrees it will not effect such transfer nor will it treat any alleged transferee as the

holder of such equity interest without the prior written approval of the holders of a majority of the outstanding Series A Preferred Shares.

(ii) Each PRC Company shall not, and the Major Founders shall cause each PRC Company not to, issue to any Person any equity securities of such PRC Company or any options or warrants for, or any other securities exchangeable for or convertible into, such equity securities of each PRC Company.

(iii) In the case of any Holding Vehicle, each Major Founder shall not, and shall not cause or permit any Permitted Transferee or other Person to, and shall cause each of the Founders not to, directly or indirectly, effect any change in the equity interest or beneficial ownership of a Holding Vehicle, including without limitation to (A) sell, assign, transfer, pledge, mortgage, encumber or otherwise of dispose through one or a series of transactions any shares or securities held or Controlled by him in the Holding Vehicle to any Person, or (B) issue any new shares or securities to any Person.

5.6 Accession to this Agreement

Each party hereto agrees that, subject to the terms and conditions in this Agreement and the Memorandum of Articles, if any Shareholder or Major Founder transfers, whether directly or indirectly, any Shares to any third party transferee, such Shareholder or Major Founder, as the case may be, shall cause such third party transferee to execute a deed of accession in form and substance approved by the Board (including the affirmative votes of the Series A Director) and become a party to, and to be bound by, this Agreement (and each other relevant Transaction Agreements), assuming all the rights and obligations of such Shareholder under this Agreement (and each other relevant Transaction Agreements) with respect to the Shares to be transferred.

In addition, the Major Founders shall to cause each of the Founders to fulfill obligations that Selling Shareholders shall assume under this Section 5 as if he/she were a Selling Shareholder.

5.7 Transfer by the Investor

(a) The Investor may freely assign or transfer or create encumbrances on any Shares held by it to any Person other than the Company's Competitors; provided that any assignment or transfer of the Shares held by the Investor to a third party other than the Investor's Affiliates shall comply with the procedures as provided under Section 5.7 (b) below. The transfer restrictions and requirements provided in this Section 5 (except for this Section 5.7 and Section 5.8) shall not apply to any sale or transfer of, or creation of any encumbrances on, any Shares by the Investor.

(b) If the Investor intends to assign or transfer the Shares held by it to a third party other than its Affiliates, the following procedures shall apply:

(i) The Investor shall promptly give a written notice (the "Investor Transfer Notice") to the Major Founders and the Company prior to such assignment or transfer. The Investor Transfer Notice shall describe in reasonable detail the proposed assignment or transfer including, without limitation, the number of Shares to be assigned or transferred (the "Investor Offered Shares"), the nature of such sale or assignment or transfer,

the consideration to be paid, and the name and address of each prospective purchaser or transferee or acquirer.

(ii) The Major Founders shall have the right for a period of fifteen (15) Business Days following the Investor's delivery of the Investor Transfer Notice (the "Major Founders Refusal Period") to elect to purchase its respective pro rata share of the Investor Offered Shares at the same price and subject to the same material terms and conditions as described in the Investor Transfer Notice. Each Major Founder's pro rata share of the Investor Transfer Shares shall be a fraction, the numerator of which shall be the total number of the Shares and other equity securities of the Company (calculated on an as-converted basis) owned by such Major Founders on the date of the Investor Transfer Notice and the denominator of which shall be the total number of the Shares and other equity securities of the Company (calculated on an as-converted basis) held by all the Major Founders on such date.

(iii) Each Major Founders may exercise such right of first refusal and, thereby, purchase all or any portion of its pro rata share of the Investor Transfer Shares, by notifying the Investor and the Company in writing, before expiration of the Major Founders Refusal Period as to the number of such Investor Offered Shares that it wishes to purchase.

(iv) To the extent the Major Founders do not elect to purchase all the Investor Transfer Shares, the Investor may, not later than one hundred and twenty (120) days following delivery of the Investor Transfer Notice, conclude a transfer of the Investor Offered Shares in the terms and conditions as set out in the Investor Transfer Notice.

(v) The Investor shall ensure that its shareholder shall not evade the requirements as set out in this Section5.7 by transferring of shares of the Investor.

5.8 Exit Transfer

Without prejudice to other provisions herein or in any Transaction Agreements, in the event that the Founders (or the Founder Holding Companies) proposes to undertake a transfer, sale, pledge, exchange or otherwise disposition of all of its Shares, then the Major Founder, as a condition precedent to the consummation of such disposition of Shares, shall transfer, and cause the applicable Founder to transfer, all of such Founder's equity interest in any PRC Company to such Person at such consideration, free from any encumbrance and in accordance with applicable laws and the constitutional documents of such PRC Company, to the satisfaction of the holders of at least a majority of the then outstanding Preferred Shares.

5.9 Termination of rights

Unless otherwise specified, the provisions and the special rights of the shareholders under this Section 5 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

6. PROTECTIVE PROVISIONS AND PREFERENCE OF PREFERRED SHARES

6.1 Matters Requiring Consent or Subsequent Ratifications of Series A Preferred Shares

(a) In addition to any other vote or consent required elsewhere in this Agreement, the Memorandum of Articles or by any applicable statute, none of the Group Companies shall, and the Major Founders, the Founder Holding Companies shall procure that none of the Group Companies will, take any of the following actions without the affirmative vote or prior written consent of or subsequent ratification of the Series A Preferred Majority:

(i) any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the Series A Preferred Shares;

(ii) any authorization, creation or issuance by the Company of any class or series of securities, any instruments that are convertible into securities, or the reclassification of any outstanding securities into securities, having rights, powers or preferences, such as dividend rights, redemption rights or liquidation preferences, superior to or on a parity with the Series A Preferred Shares;

(iii) adoption, change or waiver of any provision of the Amended M&AA, and the articles of association, bylaws or other charter documents of any member of the Company Group;

(iv) any increase or decrease in the authorized number of shares of any class of shares or registered capital of any Group Company;

(v) any increase or decrease in the authorized size of the board of directors of any Group Company, or amend the rules of appointing the directors as provided herein, or amend the power of any director;

(vi) the declaration and/or payment of any dividends or other distributions on any securities of any Group Company;

(vii) sale, transfer, license, charge, encumbrance or otherwise disposition of any intellectual properties of any Group Company;

(viii) approval or amendment of annual business plan in respect of any proposed alteration or change to, or termination of the Principal Business, quarterly and annual budget, including fix assets investment, capital stock expansion plan, operation budget and/or financial arrangement;

(ix) appointment or change of auditors of any Group Company;

(x) any transfer, pledge, or otherwise disposal of Shares by any Shareholder (other than the Series A Shareholders), except for the transfer among the Founders and Founders Holding Companies; and

(xi) any issuance by any Group Company of any new securities or any instruments that are convertible into securities, excluding (x) any issuance of Ordinary Shares upon conversion of Series A Preferred Shares, (y) any issuance of Ordinary Shares (or options or warrants therefor) under any written equity incentive plans approved by the Board (including the consent of the Series A Director);

(xii) any repurchase or redemption of any equity securities of the Company other than pursuant to the respective redemption right of the holders of the Series A Preferred Shares as provided in this Agreement and the Memorandum of Articles or contractual rights to repurchase Ordinary Shares from the employees, officers, directors or consultants of the Group Companies upon termination of their employment or services pursuant to an agreement containing vesting and/or repurchase provisions approved by the Board, including the Series A Director;

(xiii) any merger, consolidation, share acquisition, spin-off, joint venture, or other corporate reorganization, or any transaction or series of transactions in which excess of 50% of any Group Company's voting power is transferred or in which all or substantially all the assets of any Group Company are sold, pledged, hypothecated or mortgaged;

(i) any initial public offering (excluding Qualified IPO) of any Group Company, including choice of the underwriters and the security exchange and approval of the valuation and terms and conditions for the initial public offering;

(ii) any reorganization, split, Liquidation Event or any filing by or against any Group Company for the appointment of a receiver, liquidator, administrator or other form of external manager, or the winding up, liquidation, bankruptcy or insolvency of any Group Company; and

(iii) any alteration or change to, or termination of the Principal Business of any Group Company or any of its Subsidiaries;

(iv) any transfer, pledge, or otherwise disposal of all or main part of properties or assets of any Group Company;

(v) any new financing of the Company (debt financing or share financing or any other kind of financing) in which the issue price of any new securities of the Company is equal to or lower than the Series A Original Issue Price;

(vi) termination of, or any amendment to documents through which a Group Company effects Control over another Group Company;

(vii) any other event which may negatively affect the rights, preferences, privileges or powers of an Series A Shareholder or the Series A Preferred Shares herein;

(viii) any equity or debt financing from QIHU or Alibaba or any of its Affiliates or other Persons Controlled by its top 10 largest shareholders or management teams.

provided that, where a special resolution or an ordinary resolution, as the case may be, is required by applicable statute to approve any of the matters listed above, and such matter has not received consent of the Series A Preferred Majority, then the Series A Preferred Shares held by the holders who voted against the special resolution or the ordinary resolution, as the case may be, shall together carry the number of votes equal to ten times number of the votes of all members who voted in favour of the resolution.

6.2 Matters Requiring Consent or Subsequent Ratifications of the Series A Director

In addition to any other vote or consent required elsewhere in this Agreement, the Memorandum of Articles or by any applicable statute, none of the Group Companies shall, and the Major Founders, and the Founder Holding Companies shall procure that none of the Group Companies will, take any of the following actions without the affirmative vote or prior written consent or subsequent ratification of the Series A Director:

(a) engagement of any transaction outside of the business plan and budget of the Group Companies approved by the Board (including the Series A Director), under which any Group Company or the Group Companies as a whole is obligated to make a payment of, individually more than RMB6,000,000, or in the aggregate more than RMB10,000,000 within a quarter;

(b) acquisition or disposition of any investment in any entity (regardless if such investment may be capitalized on the Company's balance sheet or not), in a single transaction in excess of RMB6,000,000 or a series of transactions in excess of RMB10,000,000 in any financial year of any Group Company, other than investment where the target, investment method, the terms and conditions that have been explicitly set forth in the business plan and budget of the Group Companies approved by the Board (including the Series A Director);

(c) any expenditure individually more than RMB6,000,000 by any Group Company other than as approved under above (a) or (b), or expenditure where the target, investment method, the terms and conditions have been explicitly set forth in the business plan and budget of the Group Companies approved by the Board (including the Series A Director);

(d) any purchase or sale of fixed assets or intellectual properties, individually more than RMB6,000,000, or in the aggregate more than RMB10,000,000 within any financial year, by any Group Company, and sale, transfer, license, charge, encumbrance or otherwise disposition of any intellectual property of any Group Company;

(e) appointment, replacement or removal of, and the compensation and salaries payable to the Chief Executive Officer, President, Chief Financial Officer, Chief Operating Officer, Chief Technology Officer and any other senior management personnel of any Group Company at or above the level of vice president;

(f) any transaction in excess of RMB3,500,000 involving a Group Company, on the one hand, and any other Group Company, any Group Company's employees, officers, directors or shareholders (other than the Series A Shareholders) or any Affiliate of the Group Company's shareholders (other than the Series A Shareholders) or any of its officers, directors or shareholders (other than the Series A Shareholders), on the other hand except for the employment contracts between them;

(g) any adoption or material change of any treasury policy, accounting policy, fiscal policy, or any change to the fiscal year of any Group Company;

(h) employment of any employee by any Group Company whose gross annual salary (including any bonus or any other kind of compensation) is equal to or greater

than RMB 1,000,000 (or its equivalent in another currency), other than those being included in the business plan and budget of the Group Companies approved by the Board (including the affirmative vote or consent of the Series A Director);

(i) adoption or approval of the compensation systems, annual bonus distribution and allocation plans of any Group Company outside of the budget of the Group Companies approved by the Board (including the affirmative vote or consent of the Series A Director), including adoption, termination or material amendment of any employee stock option plan;

(j) any action that may obligate any Group Company or its Subsidiary to enter into any material agreements by any Group Company, including without limitation joint venture agreements, license agreements and exclusive nationwide marketing agreements, except for those have been explicitly set forth in the annual budget or business plan the Group Companies as approved by the board of the Board (including the affirmative vote or consent of the Series A Director);

(k) any purchase of shares, corporate bonds and other securities of any listed company;

(l) any incurrence of debt, or provision of any guarantee or mortgage for any indebtedness exceeding RMB6,000,000 (or its equivalent in other currency or currencies) or in excess of RMB10,000,000 at any time in any financial year, other than those being included in the business plan and budget of the Group Companies approved by the Board (including the affirmative votes of the Series A Director);

(m) establishment of any committee under the Board or the board of directors of any other Group Company;

(n) initiation, waiver, compromise, or settlement of any dispute, claim, litigation or arbitration involving claims of more than RMB5,000,000; and

(o) agreement or commitment to do any of the foregoing.

6.3 Dividends

(a) Subject to the provisions of the Memorandum of Articles or by any applicable statute, the Board may from time to time declare dividends and other distributions on the outstanding shares of the Company and authorize payment of the same out of the funds of the Company legally available therefor. Each holders of the Preferred Shares shall be entitled to receive cumulative dividends, out of any funds legally available therefor, (A) prior and in preference to any declaration or payment of any dividend on the Ordinary Shares, carried at the rate of five percent (5%) per annum of the applicable Original Issue Price (As Adjusted), for each such Preferred Share held by such holder; such dividends shall accrue when, as and if declared by the Board; (B) participate in any subsequent distribution among the Ordinary Shares pro rata based on the number of Ordinary Shares held by each holder of Preferred Shares (calculated on an as-converted basis). Unless and until any dividends or other distributions in like amount have been paid in full on the Preferred Shares (on an as-converted basis), the Company shall not declare, pay or set aside for payment, any dividend and other distributions on any other Securities or make any payment on account of, or set aside for payment, money for a sinking or other similar fund for, the purchase, redemption or

other retirement of, any other Securities or any warrants, rights, calls or options exercisable or exchangeable for or convertible into any other Securities, or make any distribution in respect thereof, either directly or indirectly, and whether in cash, obligations or shares of the Company or other property.

(b) If the Company has declared or accrued but unpaid dividends with respect to any Preferred Share upon the conversion of such share as provided in Memorandum of Articles, then the Company shall, at its discretion, opt to, (i) as agreed by the holders of such Preferred Shares to be converted, convert all such declared or accrued but unpaid dividends on such Preferred Share to be converted into the Ordinary Shares pursuant to Memorandum of Articles at the then-effective applicable Conversion Price (as defined in the Memorandum of Articles) on the same basis as such Preferred Share to be converted, or (ii) pay off all such dividends by cash upon conversion of such Preferred Shares.

6.4 Liquidation

(a) Liquidation Preferences. Upon the occurrence of any Liquidation Event, whether voluntary or involuntary, the assets of the Company legally available for distribution shall be distributed among the holders of the outstanding Shares (on an as-converted to basis) in the following order and manner:

(i) Series A Liquidation Preference. Before any distribution or payment shall be made to the holders of any Ordinary Shares, Preferred Shares (other than the Series A Preferred Shares) or any other Equity Securities of the Company, an amount equal to one hundred percent (100%) of the applicable Original Issue Price (as adjusted for any share splits, share dividends, combinations, recapitalizations and similar transactions) of the Series A Preferred Shares, plus an annual interest of ten percent (10%) (compounded annually), plus all declared but unpaid dividend with respect thereto per the corresponding Series A Preferred Shares shall be paid to each holder of the Series A Preferred Shares (the "Series A Liquidation Preference"). If, upon any liquidation, dissolution, or winding up, the assets of the Company are insufficient to make payment in full on all the Series A Preferred Shares, then such assets shall be distributed among the holders of such Series A Preferred Shares ratably in proportion to the full amounts to which they would otherwise be respectively entitled thereon;

(ii) Series B-1 & Series B-2 Liquidation Preference. After distribution or payment in full of the Series A Liquidation Preference distributable or payable on the Series A Preferred Shares pursuant to Section 6.4 (a) (i), an amount equal to one hundred percent (100%) of the applicable Original Issue Price (as adjusted for any share splits, share dividends, combinations, recapitalizations and similar transactions) of the Series B-1 Preferred Shares the Series B-2 Preferred Shares, plus an annual interest of ten percent (10%) (compounded annually),plus all dividends declared and unpaid with respect thereto per the corresponding Preferred Share shall be paid to each holder of the corresponding Preferred Shares with respect to each such Preferred Share then held by such holder (the "Series B-1 & Series B-2 Liquidation Preference"). If, upon any liquidation, dissolution, or winding up, the assets of the Company are insufficient to make payment in full on all the Series B-1 Preferred Shares and Series B-2 Preferred Shares, after distribution or payment in full of the Series A Liquidation Preference distributable or payable on the Series A Preferred Shares pursuant to Section 6.4 (a) (i), then such assets shall be distributed among the holders of such Preferred Shares ratably in proportion to the full amounts to which they would otherwise be respectively entitled thereon.

(iii) After distribution or payment in full of the Series A Liquidation Preference distributable or payable on the Series A Preferred Shares pursuant to Section 6.4 (a) (i), and the Series B-1 & Series B-2 Liquidation Preference distributable or payable on the Series B-1 Preferred Shares, Series B-2 Preferred Shares pursuant to Section 6.4 (a) (ii), the remaining assets of the Company available for distribution to members shall be distributed ratably among the holders of outstanding Ordinary Shares and the holders of outstanding Preferred Shares in proportion to the number of outstanding Ordinary Shares held by them (with outstanding Preferred Shares treated on an as-converted basis).

(b) Liquidation Event. The following events shall be treated as a liquidation (each, a "Liquidation Event") under this Section 6.4 unless waived in writing by the holders of a majority of the then outstanding Series A Preferred Shares: (i) any liquidation, winding-up, or dissolution of any Group Company, and (ii) any Trade Sale.

(c) Each Preferred Shareholder may, at its sole election, elect to waive its right to receive the liquidation preference amount under Sections 6.4(a).

6.5 Redemption

(a) Redemption of Series A Preferred Shares. The holders of the Series A Preferred Shares shall have the right to request the Company and/or the actual controller of the Group Companies and/or the Founders and/or the Founder Holding Companies to redeem the Series A Preferred Shares held by such holders upon the occurrence of any event set forth in Section 6.5(b)：

(b) Redemption Trigger Event. "Redemption Trigger Event" shall mean any of the following events:

(i) the Company fails to submit the listing application to the Stock Exchange of Hong Kong prior to June 30, 2023;

(ii) the Company fails to be listed and traded on the Main Board of the Stock Exchange of Hong Kong prior to June 30, 2024；

(iii) the aggregate revenue from main business in the consolidated statements of the Company for 2022 and 2023 is less than RMB 2 billion, or the aggregate net profit after deduction is less than RMB 80 million (for the avoidance of doubt, all financial data mentioned in this Section 6.5 (a) are calculated by using PRC GAAP and must be derived from financial statements audited by an accounting firm qualified to practice securities);

(iv) any close family member of the actual controller of the company engages directly or indirectly in any business in competition with the business engaged by the Company;

(v) upon the occurrence of an early event: (A) a material breach of the Transaction Agreements or laws and regulations by the Company or the Major Founders, or a material question of ethical integrity by the Major Founders or key management personnel of the Company, resulting in a material adverse effect on the Company, and failure to take effective remedial measures within thirty (30) business days of receipt written notice from holders of the Series A Preferred Shares; (B) the Company or the Major Founders commission of, or participation in, a fraud or act of dishonesty against the holders

of the Series A Preferred Shares (C) a material change in the law occurs, resulting in serious difficulties in the operation of the main business of the Company; (D) a material change occurs to the main business of the Company without approval by the Board; (E) occurrence a change of control of the Company; (F) there is a substantial obstacle for the Company's application for initial public offering on the Stock Exchange of Hong Kong; (G) failure to obtain a standard unqualified audit report from an accounting firm qualified to practice securities; (H) occurrence of Dissolution or Liquidation of the Company;

(vi) The equity interest directly or indirectly held by the Major Founders or the actual controller of the Company is reduced by 5% or more prior to the Qualified IPO, except in the case of dilution at the time of financing or equity transfer due to employee incentive scheme.

(vii) The ninth anniversary of the date of the Series A SPA closing, if the Company has not completed a Qualified IPO;

(viii) The fundamental interest of Baidu in the Group Companies has been jeopardized or the fundamental goal of Baidu's investment in the Company becomes unachievable.

The Company and/or the actual controller of the Group Companies and/or the Founders and/or the Founder Holding Companies(the "Redeeming Parties") shall, at the written request of the holders of the Series A Preferred Shares (the "Redemption Notice"), redeem all or part of the outstanding Preferred Shares (the "Redemption Shares") requested to be redeemed, with payment of the redemption price on a date to be determined at the discretion of the Company, but in any event within sixty (60) days following the Redemption Notice (the "Redemption Price Payment Date").

(c) Redemption Price. The redemption price (the "Redemption Price") for each Redemption Share shall be the higher of the following: (A) 100% of the applicable Original Issue Price (as adjusted for any share splits, share dividends, combinations, recapitalizations and similar transactions) of the Series A Preferred Shares, plus all declared but unpaid dividends thereon, plus a 10% annual compounded interest accrued thereon (calculated since the Issue Date of the Series A Preferred Shares, until the Redemption Price has been paid in full); or (B) a fair market price of the Redemption Shares (the fair market price of the Redemption Shares shall be evaluated by an independent third party jointly selected by the Series A Investor and the Company).

(d) Procedure. At any time after the occurrence of the Redemption Trigger Event, the redemption right may be exercised by holders of the holders of the Series A Preferred Shares, by delivering the Redemption Notice to the Redeeming Parties, notifying the Redeeming Parties the number of the Redemption Shares that it requests the Redeeming Parties to redeem. On the Redemption Price Payment Date, the Redeeming Parties shall redeem all Redemption Shares by paying the respective Redemption Price provided herein to holders of the Series A Preferred Shares in cash.

(e) Failure to Pay or Insufficient Fund. If the Company and/or the actual controller of the Group Companies and/or the Founders and/or the Founder Holding Companies fail to pay, or the Company's assets and funds which are legally available on the date that any amount of aggregate Redemption Price under this Section 6.5 (d) is due are insufficient to pay in full such amount of aggregate Redemption Price to be paid on such date,

(i) such assets and funds which are legally available shall be used to the extent permitted by applicable Law to pay all amount of aggregate Redemption Price due on such date, and (ii) the remaining Redemption Shares to be redeemed but with respect to which the Redemption Price due and payable has not been paid in full shall be carried forward and redeemed as soon as the Company has legally available funds or assets to redeem the remaining Redemption Shares. Any amount of Redemption Price due but not paid to holders of the Series A Preferred Shares, shall accrue interest daily (on the basis of a 365-day year) at a rate of 10 percent (10%) per annum from the applicable Redemption Date to the date on which such Redemption Price and all accrued interest thereon has been paid in full. If the Company fails (for any reason other than the failure of any Preferred Shareholder to take any action or do anything required by such Preferred Shareholder in connection with the redemption of such Preferred Shareholder's shares) to redeem any Preferred Shares on its due date for redemption then, as from such date until the date on which the same are redeemed, the Company shall not declare or pay any dividend nor otherwise make any distribution of or otherwise decrease its profits available for distribution nor redeem or repurchase any other shares or securities of the Company (other than that Preferred Shares requested to be redeemed).

(f) The redemption right of any investor under this Section 6.5 shall terminate upon first submission of an application for a Qualified IPO. Notwithstanding the foregoing, if the Company (i) withdraws the IPO application; and (ii) the application of IPO is rejected by the applicable governmental authorities or the Stock Exchange or any other international recognized stock exchange (as the case may be);, then the Section 6.5 shall automatically be restored with effects from the date on which the abovementioned event(s) occurs (whichever is the earliest).

6.6 Automatic Conversion of Preferred Shares

For the further avoidance of doubt, notwithstanding anything to the contrary, each Preferred Share shall automatically be converted into Ordinary Shares with an conversion ratio of 1:1 for such Preferred Share in effect at the time immediately upon (a) the closing of a Qualified IPO, or (b) (i) with respect to the Series A Preferred Shares, the written consent by the Series A Preferred Majority; (ii) with respect to the Series B-1 Preferred Shares, the written consent by the Series B-1 Preferred Majority; (iii) with respect to the SeriesB-2 Preferred Shares, the written consent by the Series B-2 Preferred Majority.

6.7 Termination

Unless otherwise specified, the provisions under this Section 6 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

7. CONFIDENTIALITY AND NON DISCLOSURE

7.1 Disclosure of Terms

The terms and conditions of this Agreement and the other Transaction Agreements, any term sheet or memorandum of understanding entered into pursuant to the transactions contemplated hereby and thereby, all exhibits and schedules attached hereto and thereto, the transactions contemplated hereby and thereby, the documents, materials, and other information obtained by the holders of the Preferred Shares upon exercising the Information Rights and Inspection Rights (collectively, the "Financing Terms"), including

their existence and all information of a confidential nature furnished by any party hereto and by representatives of such party to any other party hereto or any of the representatives of such other party hereto, shall be considered confidential information (the "Confidential Information") and shall not be disclosed by any party hereto to any third party except in accordance with the provisions set forth below.

7.2 Press Release

No announcement regarding any of the Financing Terms in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public may be made without the prior written consent of the Board (including the affirmative votes of the Series A Director).

7.3 Permitted Disclosures

Notwithstanding the foregoing, each of the Company and the Investor may disclose (i) the Confidential Information to its current or bona fide prospective investors, partners, fund managers, Affiliates and their respective employees, bankers, lenders, accountants, legal counsels, business partners, representatives or advisors, who need to know such information, in each case only where such Persons are informed of the confidential nature of the Confidential Information and are under appropriate nondisclosure obligations substantially similar to those set forth in this Section 7, (ii) such Confidential Information as is required to be disclosed pursuant to routine examination requests from governmental authorities with authority to regulate such party's operations, in each case as such party reasonably deems appropriate, and (iii) the Confidential Information to any Person to which disclosure is approved in writing by the other parties hereto. Any party hereto may also provide disclosure in order to comply with applicable laws, as set forth in Section 7.4 below.

7.4 Legally Compelled Disclosure

Except as set forth in Section 7.3 above, in the event that any party hereto is requested or becomes legally compelled (including without limitation, pursuant to any applicable tax, securities, or other laws and regulations of any jurisdiction) to disclose any Confidential Information, such party (the "Disclosing Party") shall provide the other parties hereto with a prompt written notice of that fact and shall consult with the other parties hereto regarding such disclosure. At the request of the other parties hereto, the Disclosing Party shall, to the extent reasonably possible and legally permissible and with the cooperation and reasonable efforts of the other parties hereto, seek a protective order, confidential treatment or other appropriate remedy. In any event, the Disclosing Party shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information.

Notwithstanding the foregoing, the Company may disclose this Agreement and filed therewith as material contracts with the Registrar of Companies in Hong Kong and available for public inspection as required by the Listing Rules and laws and regulations of Hong Kong.

7.5 Other Exceptions

Notwithstanding any other provision of this Section 7, the confidentiality obligations of the parties hereto shall not apply to: (i) information which a restricted party learns from a third party having the right to make the disclosure, provided the restricted party

complies with any restrictions imposed by the third party; (ii) information which is rightfully in the restricted party's possession prior to the time of disclosure by the protected party and not acquired by the restricted party under a confidentiality obligation; or (iii) information which enters the public domain without breach of confidentiality by the restricted party.

7.6 Other Information

The provisions of this Section 7 shall be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by any of the parties with respect to the transactions contemplated hereby.

7.7 Survival

The obligations of each party hereto under this Section 7 shall survive and continue to be binding upon such party for a period of three (3) years after the earlier of (i) the termination of this Agreement; and (ii) the first date that such party no longer holds any Shares and ceases to be a party to this Agreement.

8. ASSIGNMENT AND AMENDMENT

8.1 Assignment

Notwithstanding anything herein to the contrary:

(a) Information Rights, Inspection Rights. The rights of an Investor under Section 2.1 may be assigned to any holder of Preferred Shares; provided, however, that no party may be assigned any of the foregoing rights unless the Company is given written notice by the assigning party stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; and provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of this Agreement, including without limitation the provisions of this Section 8.

(b) Rights of Participation; Right of First Refusal; Right of Co-Sale; Protective Provisions; other Preference Rights. The rights of an Investor under Sections 4, Section 5, and Section 6 are fully assignable in connection with a transfer of the Shares entitled to such rights by such Investor, as the case may be; provided, however, that no party may be assigned any of the foregoing rights unless the Company is given a prior written notice by such assigning party at the time of such assignment, stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned and the Investor shall have had full discussion regarding such assignment with the Company; and provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of this Agreement, including without limitation the provisions of this Section 8.

8.2 Amendment of Rights

Any provision in this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only by the written consent of (i) as to the Company, only by the Company; (ii) as to the Investors, only by the Shareholders holding at least a majority of the outstanding

Series A Preferred Shares, provided, however, that any Investors may waive any of its own rights hereunder without obtaining the consent of any other Investors, provided, further, that no amendment can be made without an Investor's prior written consent if such amendment would adversely affect such Investor's rights; and (iii) as to the holders of the Ordinary Shares, by the Shareholders holding at least a majority of the outstanding Ordinary Shares; provided, however, that any holder of Ordinary Shares may waive any of its own rights hereunder without obtaining the consent of any other holder of Ordinary Shares. Any amendment or waiver effected in accordance with this Section 8 shall be binding upon the Company, the Investors, each holder of the Ordinary Shares and their respective Permitted Transferees. Notwithstanding anything to the contrary of this provision, special rights of the investors shall be terminated automatically in the manner and at the time as specified in relevant provisions herein without any further consent or approval by any investors.

9. OTHER UNDERTAKINGS OF THE COMPANY, AND THE MAJOR FOUNDERS

9.1 Full Time Commitment

Each Major Founder, jointly and severally, undertakes and covenants to the Investor that, as long as he remains an employee of any of the Group Companies or beneficially owns any shares or securities of any Group Company, he shall commit all of his efforts to furthering the Business of the Group Companies and shall not, without the prior written consent of the Investors, either on his own account or through any of his Affiliates, or in conjunction with or on behalf of any other Person, (i) possess, directly or indirectly, the power to direct or cause the direction of the management and business operation of any entity whether (A) through the ownership of any equity interest in such entity, or (B) by occupying half or more of the board seats of the entity; or (C) by contract or otherwise; or (ii) devote time to carry out the business operation of any other entity or work for or be employed by any other entity.

9.2 Non-Competition

(a) Each Major Founder, undertakes to the Investors that, commencing from the date of this Agreement until twenty four (24) months after the later of (x) the date he ceases to be employed by any Group Company, or (y) the date he ceases to beneficially own any shares or securities of any Group Company (the "Non-Competition Period"), he will not, without the prior written consent of all the Investors, either on his own account or through any of his Affiliates, or in conjunction with or on behalf of any other Person: (i) carry out, be engaged, concerned or interested directly or indirectly whether as shareholder, director, employee, partner, agent in any business in direct competition with, or otherwise related to, the business relating to providing the Business engaged by any Group Company; (ii) solicit or entice away or attempt to solicit or entice away from any Group Company, any Person, firm, company or organization who is an employee, customer, client, representative, agent or correspondent of such Group Company or in the habit of dealing with such Group Company.

(b) In the event any entity directly or indirectly established or managed by any Major Founder, engages or will engage in any business which is the same or similar to or otherwise competes with the Business of the Group Companies, such Major Founder shall and shall cause such entity to disclose any relevant information to the Company and the Investor and transfer such business to the Company or any Subsidiary designated by the Company immediately at a price lowest possible.

9.3 Tax Matters

(a) The Company shall not, without the written consent of all the Investor, issue or transfer securities in the Company to any investor if following such issuance or transfer the Company, in the determination of counsel or accountants for any Investor, the Company would be a "Controlled Foreign Corporation" ("CFC") as defined in the U.S. Internal Revenue Code of 1986, as amended (or any successor thereto) (the "Code") with respect to the securities held by any Investor. No later than two (2) months following the end of each taxable year of the Company, the Company shall provide the following information to each Investor: (i) the Company's capitalization table as of the end of the last day of such taxable year and (ii) a report regarding the Company's status as a CFC. In addition, the Company shall provide each Investor with access to such other Company information as may be required by such Investor to determine the Company's status as a CFC to determine whether such Investor is required to report its pro rata portion of the Company's "Subpart F income" (as defined in Section 952 of the Code) on its United States federal income tax return, or to allow such Investor to otherwise comply with applicable United States federal income tax laws. The Company shall make due inquiry with its tax advisors on at least an annual basis regarding its status as a CFC and regarding whether any portion of the Company's income is Subpart F income. In the event that the Company is determined by the Company's tax advisors or by counsel or accountants for any Investor to be a CFC with respect to the securities held by such Investor, the Company agrees to use best efforts to avoid generating Subpart F income. In the event that the Company is determined by counsel or accountants for any Investor to be a CFC with respect to the securities held by such Investor, the Company agrees, to the extent permitted by law, to annually make dividend distributions to such Investor in an amount equal to 50% of any income deemed distributed to such Investor pursuant to Section 951(a) of the Code.

(b) The Company will not be a "passive foreign investment company" within the meaning of Section 1297 of the Code (a "PFIC") at any time during the calendar year in which the Series A SPA closing occurs. The Company shall use its best efforts to avoid being a PFIC. The Company shall make due inquiry with its tax advisors on at least an annual basis regarding its status as a PFIC, and if the Company is informed by its tax advisors that it has become a PFIC, or that there is a likelihood of the Company being classified as a PFIC for any taxable year, the Company shall promptly notify each Investor of such status or risk, as the case may be. In connection with a "Qualified Electing Fund" election made by any Investor pursuant to Section 1295 of the Code or a "Protective Statement" filed by such Investor pursuant to Treasury Regulation Section 1.1295-3, as amended (or any successor thereto), the Company shall provide annual financial information to such Investor in form satisfactory to such Investor as soon as reasonably practicable following the end of each taxable year of such Investor (but in no event later than 90 days following the end of each such taxable year), and shall provide such Investor with access to such other Company information as may be required for purposes of filing U.S. federal income tax returns in connection with such Qualified Electing Fund election or Protective Statement. In the event that such Investor who has made a "Qualified Electing Fund" election must include in its gross income for a particular taxable year its pro rata share of the Company's earnings and profits pursuant to Section 1293 of the Code, the Company agrees, to the extent permitted by law, to make a dividend distribution to such Investor (no later than 90 days following the end of such Investor's taxable year or, if later, 90 days after the Company is informed by such Investor that such Investor has been required to recognize such an income inclusion) in an amount equal to 50% of the amount so included by such Investor.

(c) The Company shall take such actions, including making an election to be treated as a corporation or refraining from making an election to be treated as a partnership, as may be required to ensure that at all times the Company is treated as corporation for United States federal income tax purposes.

(d) The Company shall make due inquiry with its tax advisors on at least an annual basis regarding whether any of the Investor's interest in the Company is subject to the reporting requirements of either or both of Sections 6038 and 6038B (and the Company shall duly inform the Investor of the results of such determination), and in the event that the Company's tax advisors or any Investor's tax advisors determine that such Investor's interest in the Company is subject to any such reporting requirements, the Company agrees, upon a request from such Investor, to provide such information to such Investor as may be necessary to fulfill such Investor's obligations thereunder.

9.4 Control of Subsidiaries

(a) All material aspects of the formation, maintenance and compliance of any direct or indirect Subsidiary or entity Controlled by the Company, whether now in existence or formed in the future, shall be subject to the review and approval by the Board (including the affirmative vote or consent of the Series A Director) and the Company shall promptly provide each Investor with copies of all material related documents and correspondence.

(b) The Company shall at any time institute and shall keep in place arrangements reasonably satisfactory to the Board (including the affirmative vote or consent of the Series A Director) such that the Company will be permitted to properly consolidate the financial results for any direct or indirect Subsidiary of the Company (including without limitation the PRC Companies) in consolidated financial statements for the Company prepared under PRC GAAP.

(c) The Company shall take all necessary actions to maintain any direct or indirect Subsidiary or entity Controlled by it, whether now in existence or formed in the future, as is necessary to conduct the Business as conducted or as proposed to be conducted.

(d) The Company shall use its best efforts to cause any direct or indirect Subsidiary, whether now in existence or formed in the future, to comply with all applicable laws.

9.5 Compliance with Law

Except as disclosed in the Disclosure Schedule of the Investment Agreement, the Group Companies shall, and the Major Founders shall cause the Group Companies to, comply with (i) all applicable PRC laws and regulations including but not limited to Circular 37 and other applicable SAFE rules and regulations, and (ii) the US Foreign Corrupt Practices Act, as amended, on an ongoing basis.

9.6 Business with Competitors of Baidu

Without the prior written consent of Baidu, the Group Companies shall not enter into any business agreement or have any business relationship with QIHU or Alibaba or

any of its Affiliates or other Persons Controlled by its top 10 largest shareholders or management teams, except for the business cooperation in connection with Alipay that has been disclosed to Baidu, provided that, the provisions under this Section 9.6 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

9.7 Baidu's Right of First Offer

Notwithstanding anything to the contrary contained in this Agreement and other Transaction Agreements, if (i) any of the Group Companies proposes to issue any New Securities of the Company or other securities of any other Group Company (other than the Company) to any of Baidu's Competitors, or (ii) any of the Group Companies propose to sell, exchange, assign, transfer, deliver, license or otherwise dispose of ("Transfer") all or substantially all its properties or assets, including the Group Company's contracts and associated resources, or (iii) any of the Shareholders of any of the Group Company or Founders proposes to Transfer, whether directly or indirectly, any equity securities in any Group Company (collectively "Special Transactions"), the following shall apply:

(a) The Company or such Shareholder or Major Founder shall promptly give a written notice (a "Proposal Notice") to Baidu and all Shareholders prior to any of the Special Transactions. The Proposal Notice shall describe in reasonable detail the proposed Special Transactions, including without limitation, the properties and assets or the amount of the equity securities to be issued or Transferred, the nature of such issuance or Transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee or acquirer.

(b) Upon receipt of the Proposal Notice with respect to the Special Transaction, Baidu shall have the irrevocable and exclusive option, at its sole discretion, to purchase, or to have any of its Affiliates purchase, any of the properties or assets or equity securities involved in such Special Transaction on the same terms and conditions as provided in the Proposal Notice.

(c) If Baidu elects to purchase, or to have any of its Affiliates purchase, any of the properties or assets or equity securities involved in such Special Transaction, Baidu shall deliver a written notice (the "Special Transaction Proposal Notice") to the Company and all of the Shareholders and if applicable, the selling Founder, of such election within forty-five (45) days of the receipt of the Proposal Notice. Upon receipt by the Company of the Special Transaction Proposal Notice, the Company and the selling Shareholder and selling Founder (if applicable) (i) shall not enter into or agree to any agreement governing the Special Transaction if Baidu elects to purchase, or to have any of its other Affiliates purchase, all of the properties or assets or equity securities included in such Special Transaction, and (ii) shall enter into an agreement with Baidu or any of its Affiliates (as designated by Baidu) on the same terms and conditions as provided in the Proposal Notice.

(d)The Company and other Shareholders and Major Founders shall take all necessary measures to effectuate Baidu's right of first offer as provided in this Section 9.7, including without limitation, other Shareholders' waiving any and all of their right of participation or right of first refusal, statutory or contracted if any, and causing the applicable Founders to comply with the procedures in this Section 9.7.

Provided that, the provisions under this Section 9.7 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

10. LOCKUP OR MARKET STANDOFF

Notwithstanding anything to the contrary under this Agreement, all shareholders hereby irrevocably undertakes to the Company that it will not, within one hundred and eighty (180) days from listing date of the shares of the Company pursuant to a Qualified IPO, take any of the following actions:

(i) lend, offer, pledge, hypothecate, hedge, encumber, sell, make any short sale of, loan, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any equity securities of the Company (other than those included in such offering), whether any such transaction described in this Section10 (i) is to be settled by delivery of equity securities of the Company or such other securities, in cash or otherwise; or

(ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the equity securities of the Company, whether any such transaction described in this Section10(ii) is to be settled by delivery of equity securities of the Company or such other securities, in cash or otherwise.

The shareholders further agrees to enter into any agreement reasonably required by the underwriters to implement the foregoing, provided that, if the Company (i) withdraws the IPO application; (ii) the application of IPO is rejected by the applicable governmental authorities or the Hong Kong Stock Exchange or any other international recognized stock exchange (as the case may be); (iii) the IPO is not completed by December 31, 2023, then the Subsection 6.5 shall be restored this Section10 shall terminate automatically with effects from the date on which the abovementioned event(s) occurs (whichever is the earliest)..

11. GENERAL PROVISIONS

11.1 Notices

Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other parties, upon delivery; (b) five (5) Business Days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the other parties as set forth in Schedule of Notice; or (c) three (3) Business Days after deposit with an overnight delivery service, postage prepaid, addressed to the parties as set forth in Schedule of Notice with next Business Day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

A party may change or supplement the addresses given in Schedule of Notice, or designate additional addresses, for purposes of this Section 11.1 by giving the other party written notice of the new address in the manner set forth above.

11.2 Entire Agreement

This Agreement, the Investment Agreement and any other Transaction Agreement, together with all the exhibits hereto and thereto, constitute and contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties respecting the subject matter hereof.

11.3 Governing Law

This Agreement shall be governed by and construed under the laws of Hong Kong, without regard to principles of conflict of laws thereunder.

11.4 Severability

If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the parties. In such event, the parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the parties' intent in entering into this Agreement.

11.5 Third Parties

Nothing in this Agreement, express or implied, is intended to confer upon any Person, other than the parties hereto and their permitted successors and assigns any rights or remedies under or by reason of this Agreement.

11.6 Successors and Assigns

Subject to the provisions of Section 8.1, the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the parties hereto. This Agreement and the rights and obligations herein may be assigned by the Investor to any Person without the consent of the other parties hereto. None of the Major Founders, the Founder Holding Companies or any Group Company may assign its rights or delegate its obligations under this Agreement without the written consent of the Investor.

11.7 Interpretation; Captions

This Agreement shall be construed according to its fair language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe or interpret this Agreement. Unless otherwise expressly provided herein, all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement.

11.8 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

11.9 Adjustments for Share Splits, Etc.

Wherever in this Agreement there is a reference to a specific number of shares of the Preferred Shares or Ordinary Shares, then, upon the occurrence of any subdivision, combination or share dividend of the Preferred Shares or Ordinary Shares, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of shares by such subdivision, combination or share dividend.

11.10 Aggregation of Shares

All the Preferred Shares or Ordinary Shares held or acquired by the affiliated entities or persons (as defined in Rule 144 under the Securities Act) shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

11.11 Shareholders Agreement to Control

If and to the extent that there are inconsistencies between the provisions of this Agreement and those of the Memorandum of Articles, the terms of this Agreement shall prevail as between the parties hereto only (with the exception of the Company), who hereby undertake to take all actions necessary or advisable, as promptly as practicable after the discovery of such inconsistency, to amend the Memorandum of Articles so as to eliminate such inconsistency to the fullest extent as permitted by the applicable law.

11.12 Dispute Resolution

(a) Negotiation Between Parties; Mediations

The parties agree to negotiate in good faith to resolve any dispute between them arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement (the "Dispute"). If the negotiations do not resolve the Dispute to the reasonable satisfaction of all parties within thirty (30) days, Section 11.12(b) shall apply.

(b) Arbitration

Each of the parties hereto irrevocably (i) agrees that any Dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Hong Kong which shall be administered by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time of the commencement of the arbitration (the "Arbitration Rules"), (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submits to the exclusive jurisdiction of Hong Kong in any such arbitration. There shall be three (3) arbitrators, selected in accordance with the Arbitration Rules, and at least one arbitrator shall be qualified to practice Hong Kong Law. The arbitration shall be conducted in English and Chinese. The decision of the arbitration tribunal shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitration

tribunal's decision in any court having jurisdiction. The parties to the arbitration shall each pay an equal share of the costs and expenses of such arbitration, and each party shall separately pay for its respective counsel fees and expenses; provided, however, that the prevailing party in any such arbitration shall be entitled to recover from the non-prevailing party its reasonable costs and attorney fees. The parties acknowledge and agree that, in addition to contract damages, the arbitrators may award provisional and final equitable relief, including injunctions, specific performance, and lost profits.

11.13 Effectiveness

This Agreement shall become effective and binding upon all parties hereto on the Effective Date.

-- REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK –

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE COMPANY:

HealthyWay Inc.

For and on behalf of HealthyWay Inc. 健康之路股份有限公司

By: ______________________

Authorised Signature(s)

Name: Zhang Wanneng（张万能）

Title: Director

HK COMPANY:

HealthyWay (HongKong) Limited

For and on behalf of HealthyWay (HongKong) Limited 健康之路(香港)股份有限公司

By: ______________________

Authorised Signature(s)

Name: Zhang Wanneng（张万能）

Title: Director

WFOE:

健康之路（中国）信息技术有限公司

By: ______________________

Name: Zhang Wanneng（张万能）

Title: Legal Representative

PRC DOMESTIC COMPANY:

福建健康之路信息技术有限公司

By: ______________________

Name: Zhang Wanneng（张万能）

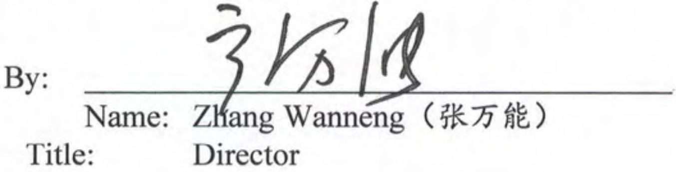
Title: Legal Representative

SIGNATURE PAGE TO SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOUNDER HOLDING COMPANIES

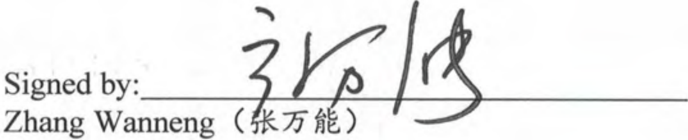
AFFLUENT BASE LIMITED豐基有限公司



By: ______________________________

Name: Zhang Wanneng（张万能）
Title: Director

MAJOR FOUNDER

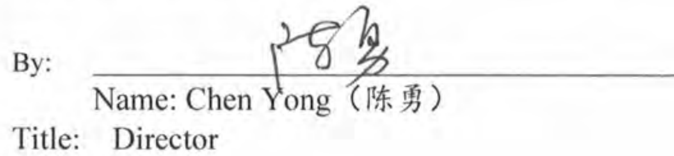


Signed by:______________________________
Zhang Wanneng（张万能）

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOUNDER HOLDING COMPANIES

BEST PREMIER GROUP INVESTMENT LIMITED
佳满集团投资有限公司



By: ______________________________
Name: Chen Yong（陈勇）
Title: Director

FOUNDER

Signed by:______________________________
Chen Yong（陈勇）

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOUNDER HOLDING COMPANIES

BAI SHENG ENTERPRISES LIMITED百盛企业有限公司

By: Liang Jin hua 梁锦华

Name: Liang Jinhua（梁锦华）

Title: Director

FOUNDER

Signed by: Liang Jin hua 梁锦华

Liang Jinhua（梁锦华）

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOUNDER HOLDING COMPANIES

STAR FLOURISH VENTURES LIMITED星兴创投有限公司

By: ______________________
Name: Liu Qizhi（刘奇志）
Title: Director

FOUNDER

Signed by: ______________________
Liu Qizhi（刘奇志）

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SERIES A INVESTOR:

BAIDU (HONG KONG) LIMITED

By: ______________________________

Name: [Luo Rong]

Title: Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SERIES B-1 INVESTOR:

Star Ease Health Development Limited（星怡健康发展有限公司）

By: 李国民

Name: [Li guo Min]

Title: Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SERIES B INVESTOR:

Hongda Juankang Limited（宏达远康有限公司）

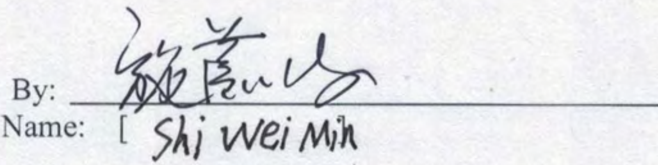
By: ______________________________

Name: [Tan Ding Sheng

Title: Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HW MedSpect Limited （美尊仁和有限公司）



By: ______________________

Name: [Shi Wei Min

Title: Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

May Jyu Limited （美逸有限公司）

By: 張万德 ______________________

Name: [Zhang Wan De

Title: Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Xing Da Limited

By: 陈琴 ______________________________

Name: [Chen Qin]

Title: Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Jyun Jing Limited（元璟有限公司）

By: ____________________________________
Name: [Chen Jing]
Title: Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

May Syun Limited（美轩有限公司）

By: ______________________________

Name: [Hu Depan]

Title: Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

May Xin Limited（美欣有限公司）

By: ______________________________

Name: [Zheng Shuxian]

Title: Director

EXHIBIT A

PARTIES

Part I: Schedule of Major Founders

No.	Name	PRC ID Card Number
1	张万能	330106196701150579

Part II: Schedule of Founders

No.	Name	PRC ID Card Number
1	张万能	330106196701150579
2	陈勇	350104196605310094
3	梁锦华	440106196606011218
4	刘奇志	352624197008140014

Part III: Schedule of Founder Holding Companies

No.	Name	Registered Address	Director
1	AFFLUENT BASE LIMITED 豐基有限公司	2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands	Zhang Wanneng (张万能)
2	BEST PREMIER GROUP INVESTMENT LIMITED 佳满集团投资有限公司	2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands	Chen Yong (陈勇)
3	BAI SHENG ENTERPRISES LIMITED 百盛企业有限公司	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands	Liang Jinhua (梁锦华)
4	STAR FLOURISH VENTURES LIMITED 星兴创投有限公司	2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands	Liu Qizhi (刘奇志)

EXHIBIT B

DEFINITIONS

"Additional Number" has the meaning set forth in Section 4.3(b).

"Affiliate" means any other Person directly or indirectly controlling, controlled by or under common control with such Person, or, in the case of a natural person, any other Person that is controlled by such Person or is a relative of such Person, With respect to each Investor, "Affiliate" shall also include (i) any controlling shareholder of such Investor, (ii) any entity or individual which has a direct or indirect controlling interest in such controlling shareholder referred to in (i) above (including, any general partner or limited partner, if any) or any fund manager thereof; (iii) any Person that directly or indirectly controls, is controlled by, under common control with, or is managed by any controlling shareholder or any fund manager referred to in (i) and (ii) above, (iv) a child, brother, sister, parent, or spouse of any individual referred to in (ii) above, and (v) any trust controlled by or held for the benefit of such Persons referred to in (i) to (iv) above.

"Agreement" has the meaning set forth in the preamble.

"Memorandum and Articles" means the Memorandum and Articles of Association of the Company.

"As Adjusted" means as appropriately adjusted for any subsequent bonus issue, share split, consolidation, subdivision, reclassification, recapitalization or similar arrangement.

"Baidu" means BAIDU (HONG KONG) LIMITED.

"Board" means the board of directors of the Company.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by applicable laws or executive order to be closed in the PRC, Hong Kong or the Cayman Islands.

"CFC" has the meaning set forth in Section 9.3(a).

"Circular 37" means the "Notice Regarding Certain Foreign Exchange Administrative Measures on Offshore Investment and Financing and Round-trip Investments by PRC Residents Through Special Purpose Vehicles" issued by SAFE and effective as of July 14, 2014".

"Code" has the meaning set forth in Section 9.3(a).

"Company" has the meaning set forth in the preamble.

"Company's Competitors" means the operators of the website of www.dxy.cn, www.guahao.com and www.chunyuyisheng.com.

"Confidential Information" has the meaning set forth in Section 7.1.

"Control" of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of more than fifty percent (50%) of the board of directors of such Person; the term "Controlled" has the meaning correlative to the foregoing.

"Conversion Share" means the Ordinary Shares issued or issuable pursuant to conversion of the Preferred Shares.

"Co-Sale Holder" has the meaning set forth in Section 5.2.

"Co-Sale Notice" has the meaning set forth in Section 5.2.

"Co-Sale Pro Rata Portion" has the meaning set forth in Section 5.2(a).

"Co-Sale Right Period" has the meaning set forth in Section 5.2.

"Disclosing Party" has the meaning set forth in Section 7.4.

"Dispute" has the meaning set forth in Section 11.12(a).

"Effective Date" has the meaning set forth in the preamble.

"Financing Terms" has the meaning set forth in Section 7.1.

"First Participation Period" has the meaning set forth in Section 4.3(a).

"First Participation Notice" has the meaning set forth in Section 4.3(a).

"First Refusal Expiration Notice" has the meaning set forth in Section 5.1(d).

"Founders" or "Founder" has the meaning set forth in the preamble.

"Founder Holding Companies" or "Founder Holding Company" has the meaning set forth in the preamble.

"Fully Participating Investors" has the meaning set forth in Section 4.3(b).

"Governmental Authority" means any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising

executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

"Group" or "Group Companies" means the Company and its Subsidiaries (including without limitation the HK Company, the WFOE, the PRC Domestic Company, 福建健康之路健康科技有限公司、福建健康之路信息技术有限公司、福建健康之路健康管理有限公司、银川无边界互联网医院有限公司、宁波健康之路信息技术有限公司、福建省创科讯达通信科技有限公司、广州健康之路信息技术有限公司、陕西健康之路健康管理有限公司、江西健康之路信息服务有限公司、湖北健康之路健康科技有限公司、福清无边界大药房有限公司、福州康知科技有限公司、漳州健康之路管理有限公司、福建健康之路医疗科技有限公司、福建云联健康科技有限公司、福建健明堂大药房连锁有限公司、宁德健康之路信息技术有限公司 and a "Group Company" means any of them.

"HK Company" has the meaning set forth in the preamble.

"Holding Vehicle" has the meaning set forth in Section 5.5(a).

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC.

"IFRS" means the International Financial Reporting Standards promulgated by the International Accounting Standards Board (IASB) (which includes standards and interpretations approved by the IASB and International Accounting Principles issued under previous constitutions), together with its pronouncements thereon from time to time, and applied on a consistent basis.

"Immediate Family Member" has the meaning set forth in Section 5.4.

"Information Rights" has the meaning set forth in Section 2.1(a)(viii).

"Initiating Holders" has the meaning set forth in Section 3.3(b).

"Inspection Rights" has the meaning set forth in Section 2.1(b).

"Investor" has the meaning set forth in the preamble.

"Investor Transfer Notice" has the meaning set forth in Section 5.8 (b)(i).

"Investor Offered Shares" has the meaning set forth in Section 5.8 (b) (i).

"IPO" means a first firm-commitment underwritten initial public offering by the Company of its Ordinary Shares pursuant to a registration statement that is filed with and declared effective by either the SEC under the Securities Act or another Governmental Authority for a Registration in a jurisdiction other than the United States.

"Junior Securities" means all securities of the Company to which the Preferred Shares rank prior, with respect to dividends and upon liquidation, including, without limitation, the Ordinary Shares.

"Liquidation Event" has the meaning set forth in Section 6.4(b).

"Major Founders" or "Major Founder" has the meaning set forth in the preamble.

"Major Founders Refusal Period" has the meaning set forth in Section 5.8(b)(ii).

"New Securities" has the meaning set forth in Section 4.2.

"Non-Competition Period" has the meaning set forth in Section 9.2(a).

"Ordinary Shares" means the ordinary shares of the Company with par value of US$0.0001 per share, having the rights and privileges in this Agreement and Amended M&AA.

"Original Issue Price" shall mean the Series A Original Issue Price, Series B-1 Original Issue Price, or Series B-2 Original Issue Price.

"Overallotment New Securities" has the meaning set forth in Section 4.3(c).

"Oversubscribing Fully Participating Investor" has the meaning set forth in Section 4.3(b).

"Preferred Majority" means the Series A Preferred Majority, the Series B-1 Preferred Majority, and the Series B-2 Preferred Majority.

"Participation Rights Holder" has the meaning set forth in Section 4.

"Permitted Transfer" has the meaning set forth in Section 5.4.

"Permitted Transferee" has the meaning set forth in Section 5.4.

"Person" means any individual, sole proprietorship, partnership, limited partnership, limited liability company, firm, joint venture, estate, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or governmental or regulatory authority or other enterprise or entity of any kind or nature.

"PFIC" has the meaning set forth in Section 9.3(b).

"PRC" or "China" means the People's Republic of China but solely for purposes of this Agreement and other Transaction Agreements excluding Hong Kong, the Macau Special Administrative Region and the territory of Taiwan.

"PRC Companies" means the WFOE and the PRC Domestic Company; and a "PRC Company" means any of them.

"PRC Domestic Company" has the meaning set forth in the preamble.

"PRC GAAP" means the generally accepted accounting principles in the PRC in effect from time to time.

"Preferred Shares" means the Company's Series A Preferred Shares, Series B-1 Preferred Shares, and Series B-2 Preferred Shares.

"Principal Business" means *medical service and internet health management that carried out by Group Companies*.

"Proposal Notice" has the meaning set forth in the Section 9.7(a).

"Qualified IPO" means a firm commitment underwritten registered public offering by the Company of its Ordinary Shares or by any other Group Company of such Group Company's shares pursuant to a registration statement that is filed with and declared effective by the Governmental Authority in accordance with the securities Laws of relevant jurisdiction on NASDAQ, New York Stock Exchange, the Stock Exchange of Hong Kong Limited, Shanghai Stock Exchange or Shenzhen Stock Exchange, which shall value the Company at least US$1,000,000,000, or otherwise agreed by the Series A Preferred Majority .

"Request Notice**"** has the meaning set forth in Section 3.3(a).

"Right of Participation**"** has the meaning set forth in Section 4.

"Redemption Trigger Event" has the meaning set forth in Section 6.5(b).

"Redeeming Parties"has the meaning set forth in Section 6.5(b).

"Redemption Notice"has the meaning set forth in Section 6.5(b).

"Redemption Shares"has the meaning set forth in Section 6.5(b).

"Redemption Price Payment Date" has the meaning set forth in Section 6.5(b).

"Redemption Price" has the meaning set forth in Section 6.5(c).

"SAFE" means the State Administration of Foreign Exchange of the PRC.

"Second Participation Notice" has the meaning set forth in Section 4.3(b).

"Second Participation Period" has the meaning set forth in Section 4.3(b).

"Securities Act" means the U.S. Securities Act of 1933, as amended and interpreted from time to time.

"Selling Shareholder" has the meaning set forth in Section 5.1.

"Series A Director" has the meaning set forth in Section 2.2(a)(ii).

"Series A Preferred Shares" means the series A preferred shares of the Company, par value US$0.0001 per share, having the rights and privileges in this Agreement and the Memorandum and Articles.

"Series A Shareholders" means the holders of the Series A Preferred Shares, and "Series A Preferred Shareholder" means any of them.

"Series A Preferred Majority" means the holders representing more than fifty percent (50%) of the Series A Preferred Shares then outstanding.

"Series A Original Issue Price" means a price of US$2.91 per Series A Preferred Share.

"Series B-1 Preferred Shares" means the series B-1 preferred shares of the Company, par value US$0.0001 per share, having the rights and privileges in this Agreement and the Memorandum and Articles.

"Series B-1 Preferred Majority" means the holders representing more than fifty percent (50%) of the Series B-1 Preferred Shares then outstanding.

"Series B-1 Original Issue Price" means a price of US$2.68 per Series B-1 Preferred Share.

"Series B-2 Preferred Shares" means the series B-2 preferred shares of the Company, par value US$0.0001 per share, having the rights and privileges in this Agreement and the Memorandum and Articles.

"Series B-2 Preferred Majority" means the holders representing more than fifty percent (50%) of the Series B-2 Preferred Shares then outstanding.

"Series B-2 Original Issue Price" means a price of US$2.68 per Series B-2 Preferred Share.

"Series A Liquidation Preference" has the meaning set forth in Section 6.4 (a)(i).

"Series B-1 & Series B-2 Liquidation Preference" has the meaning set forth in Section 6.4(a)(ii).

"Share" means the Ordinary Shares, the Series A Preferred Shares, the Series B-1 Preferred Shares, the Series B-2 Preferred Shares and shares of any other class or series in the share capital of the Company.

"Investment Agreement" has the meaning set forth in the recitals.

"Shareholder" or "Shareholders" has the meaning set forth in the preamble.

EXHIBIT B

"Subsidiary" means, with respect to a specific entity, (i) any entity (x) more than fifty percent (50%) of whose shares or other interests entitled to vote in the election of directors or (y) more than a fifty percent (50%) interest in whose profits or capital are owned or controlled directly or indirectly by the subject entity or through one (1) or more Subsidiaries of the subject entity, (ii) any entity whose assets, or portions thereof, are consolidated with the net earnings of the subject entity and are recorded on the books of the subject entity for financial reporting purposes in accordance with the IFRS or the U.S. GAAP, or (iii) any entity with respect to which the subject entity has the power to otherwise direct the business and policies of that entity directly or indirectly through another Subsidiary. For the avoidance of doubt, the Subsidiaries of the Company shall include the HK Company, the PRC Domestic Company and any other Subsidiary to be established by any of them from time to time.

"Subsidiary Board" has the meaning set forth in Section 2.2(c).

"Supervisor" means the supervisor of a company as defined under the PRC Laws or any other similar position with similar scope of rights and obligations under any other jurisdiction.

"Special Transaction Proposal Notice" has the meaning set forth in Section 9.7(c).

"Trade Sale" means (i) a merger, amalgamation, consolidation or other business combination of any Group Company with or into any Person, or any other transaction or series of transactions, as a result of which the shareholders of such Group Company immediately prior to such transaction or series of transactions will cease to own a majority of the voting power of the surviving entity immediately after consummation of such transaction or series of transactions, (ii) the sale, lease, pledge, transfer, exclusive license to a third party or other disposition of all or substantially all of the assets of a Group Company (including the equity securities and/or contractual arrangements by which such Group Company owns and/or Controls any other Group Company, the licenses and permits necessary to conduct the business of such Group Company in the PRC and the intellectual property assets of such Group Company) or (iii) the sale (whether by merger, reorganization or other transaction) of a majority of the outstanding voting securities of any Group Company.

"Transaction Agreements" means this Agreement, the Investment Agreement, the Memorandum and Articles, the exhibits attached to any of the foregoing and each of the agreements and other documents otherwise required in connection with implementing the transactions contemplated by any of the foregoing.

"Transfer Notice" has the meaning set forth in Section 5.1(a).

"Transferor" has the meaning set forth in Section 5.1.

"Transfer" has the meaning set forth in Section 9.7.

EXHIBIT B

"U.S. GAAP" means the generally accepted accounting principles in the United States of America in effect from time to time.

"Violation" has the meaning set forth in Section 3.9(a).

"WFOE" has the meaning set forth in the preamble.

EXHIBIT C

The Shareholding Structure of the Company as of the date of this Agreement

No.	Name	Balance of shares
1	AFFLUENT BASE LIMITED 豐基有限公司	60,292,350
2	BEST PREMIER GROUP INVESTMENT LIMITED 佳满集团投资有限公司	18,306,100
3	BAI SHENG ENTERPRISES LIMITED 百盛企业有限公司	7,700,000
4	STAR FLOURISH VENTURES LIMITED 星兴创投有限公司	7,453,070
5	HW MedSpect LIMITED 美尊仁和有限公司	8,021,130
6	MAY JYU LIMITED 美逸有限公司	16,202,500
7	XING DA LIMITED 興達有限公司	5,559,870
8	JYUN JING LIMITED 元璟股份有限公司	8,554,980
9	MAY SYUN LIMITED 美軒有限公司	3,500,000
10	MAY XIN LIMITED 美欣有限公司	3,170,000
11	HONGDA JUANKANG LIMITED 宏達遠康有限公司	4,442,380
12	STAR EASE HEALTH DEVELOPMENT LIMITED 星怡健康發展有限公司	1,930,000
13	Baidu (Hong Kong) Limited 百度（香港）有限公司	21,249,020

福建健宸医药有限公司股权转让协议

转让方：罗锬 （以下简称甲方）

住所：福建省连城县莲峰镇塔背巷 3 号

证件号码：350825200003100013

受让方：浙江健康之路科技集团有限公司 （以下简称乙方）

住所：浙江省湖州市安吉县递铺街道半岛中路 198 号 2 幢 1 层 33 号（自主申报）

证件号码：91330523MACKBDK50T

本协议由甲方与乙方就福建健宸医药有限公司的股权转让事宜，于 2023 年 7 月 19 日在福建省连城县莲峰镇工业大道 17 号厂房 1 幢 419 室订立。

甲乙双方本着自愿、平等、公平、诚实信用的原则，经协商一致，达成如下协议：

第一条 股权转让价格与付款方式

1、甲方共持有福建健宸医药有限公司 99%的股权，现同意将持有福建健宸医药有限公司 51%的股权（认缴出资额 510 万元人民币）以 1000 元人民币转让给乙方，乙方同意按此价格及金额购买该股权。

2、乙方同意在本协议签定之日起 10 日内，将转让费 1000 元人民币以现金方式一次性支付给甲方。

第二条 保证

1、甲方保证所转让给乙方的股权是甲方在福建健宸医药有限公司的真实出资，是甲方合法拥有的股权，甲方拥有完全的处分权。甲方保证对所转让的股权，没有设置任何抵押、质押或担保，并免遭任何第三人的追索。否则，由此引起的所有责任，由甲方承担。

2、甲方转让其股权后，其在福建健宸医药有限公司原享有的权利和应承担的义务，随股权转让而转由乙方享有与承担。

3、乙方承认福建健宸医药有限公司章程，保证按章程规定履行股东的权利、义务和责任。

第三条 盈亏分担

公司依法办理变更登记后，乙方即成为福建健宸医药有限公司的股东，按章程规定分享公司利润与分担亏损。

第四条 股权转让的费用负担

股权转让全部费用（包括手续费、税费等），由甲乙双方各承担 50%。

第五条 协议的变更与解除

发生下列情况之一时，可变更或解除协议，但双方必须就此签订书面变更或解除协议。

1、由于不可抗力或由于一方当事人虽无过失但无法防止的外因，致使本协议无法履行。

2、一方当事人丧失实际履约能力。

3、由于一方或双方违约，严重影响了守约方的经济利益，使协议履行成为不必要。

4、因情况发生变化，经过双方协商同意变更或解除协议。

第六条　争议的解决

1、与本协议有效性、履行、违约及解除等有关争议，各方应友好协商解决。

2、如果协商不成，则任何一方均可申请仲裁或向人民法院起诉。

第七条　协议生效的条件和日期

本协议经转让双方签字后生效。

第八条　本协议正本一式四份，甲、乙双方各执一份，报工商行政管理机关一份，福建健宸医药有限公司存一份，均具有同等法律效力。

甲方签署：

乙方签署：

2023 年 7 月 19 日

福州高新区海峡一号基础设施投资合伙企业（有限合伙）

Strait One Investment LTD

与

张万能

Affluent Base Limited（丰基有限公司）

签订的

关于

HealthyWay Inc.（健康之路股份有限公司）

之

股份转让协议

2023 年 7 月

本《关于 HealthyWay Inc.（健康之路股份有限公司）之股份转让协议》（“**本协议**”）由以下各方于 2023 年 7 月 21 日在福州市高新区（“**签署日**”）签署：

1. **HealthyWay Inc.（健康之路股份有限公司）**（“**公司**”）（本次股份转让标的公司），一家依据开曼群岛法律合法组建并存续的股份有限公司，公司注册号为 293863。
2. **Strait One Investment LTD（海峡一号投资有限公司）**，是一家依据英属维尔京群岛法律组建并存续的有限公司，公司注册号为 2116626。
3. **福州高新区海峡一号基础设施投资合伙企业（有限合伙）**，一家依据中国法律合法组建并存续的有限合伙企业，统一社会信用代码为 91350121MA8UEL870T，其注册地址位于福建省福州高新区乌龙江中大道 7#创新园二期 17 号楼 20 层 2004 室，持有 **Strait One Investment LTD** 的 100%股权。
4. **Affluent Base Limited（丰基有限公司）**，是一家依据英属维尔京群岛法律组建并存续的有限公司，公司注册号为 1845541。
5. 张万能，一位中国公民，身份证号：330106196701150579，持有 **Affluent Base Limited**（丰基有限公司）100%的股权。

上述 **Strait One Investment LTD** 与福州高新区海峡一号基础设施投资合伙企业（有限合伙）合称“受让方”，**Affluent Base Limited**（丰基有限公司）与张万能合称“转让方”，上述任何一方单称为“一方”，合称为“各方”。

鉴于：

1. 公司是一家从事互联网医疗服务平台的企业。于本协议签署日，公司的股权结构附件一所示。
2. 转让方与受让方拟按照本协议的条款和条件就公司股份进行转让。

考虑到上述前提以及本协议下文规定的相互约定和承诺，并且在准备依法受其约束的基础上，各方特此达成协议如下：

第一条 定义

1.1 为本协议之目的，除依本协议上下文应另作解释外，本协议中的下列用语具有以下含义：

本协议用语	在本协议中的含义
受让方	福州高新区海峡一号基础设施投资合伙企业（有限合

	伙）及 Strait One Investment LTD
转让方	Affluent Base Limited（丰基有限公司）及张万能
公司	包括 HealthyWay Inc.及其目前或将来直接或间接通过股权或协议控制的实体，包括但不限于通过独家业务合作协议、独家购买权合同、授权委托协议、股权质押协议及配偶承诺函一揽子控制协议（下称"VIE 协议"）控制的福建健康之路信息技术有限公司及其各子公司
公司	HealthyWay Inc.（健康之路股份有限公司）
交易文件	包括本协议、股东协议、公司新章程以及为完成本次股份转让需要或应转让方及受让方要求签署或交付的其他文件、承诺函、确认函、附件、附表、协议等
权利负担	指任何抵押、债权转让、留置、质押、所有权保留权、取得权、证券权利、选择权、优先购买权及相关类似权利、限制、第三方权益、任何其他担保物权、条件或担保权益，或其他具有类似效果的优先安排（包括但不限于产权转移或保留权安排）
签署日	各方签署本协议的日期
人士	系指个人、公司、企业、合伙企业、协会、有限责任公司、信托或任何其他实体或组织（无论是否拥有独立的法律存续），包括任何政府部门
上市规则	香港联合交易所有限公司证券上市规则，经不时修订、补充或以其他方式修改
市场监督管理部门	指中国国家市场监督管理总局及其分支机构
香港联交所	香港联合交易所有限公司
营业日	指中国的银行正常对外办理公司银行业务之日（但不包括中国的公共节假日、星期六和星期日）
政府部门	中国或中国以外的任何国家级、国际组织、州级、省级、地方或其它政府、政府性、管理性或行政性的政府部门、机构或委员会或任何法院、法庭、司法或仲裁机构
重大不利影响	指涉及公司或业务的任何情况、变更或影响，而该情况、变更或影响单独地或与公司或业务的其他任何情况、变更或影响共同地对业务或公司的资产、负债(包括但不限于或有责任)、经营业绩或财务状况造成或可能造成严重不利影响

1.2 在本协议中，除非另有规定或语境另有要求：

1.2.1 本协议中凡提及"条"、"款"、"附录"或"附表"时，除非另有明确表示，均指本协议之"条"、"款"、"附录"或"附表"；

1.2.2 本协议的目录和所使用的标题仅供参考目的，不应以任何方式影响本协议的含义或解释；

1.2.3 凡在本协议中使用"包括"一词，均应被视为之后随附有"但不限于"一语；

1.2.4 在本协议中使用的"本协议的"、"在本协议中"和"在本协议项下"以及具有类似含义的表述均指本协议整体，而非指本协议任何特定条款；

1.2.5 本协议中定义的所有名词在依据本协议而制作或交付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；

1.2.6 本协议中提及的任何协议、文书或其他文件系指修订、补充或修改的协议、文书或其他文件；

1.2.7 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其他方的假定或举证责任；

1.2.8 提及任何主体时同时也指该主体的继承人以及经许可的受让方；

1.2.9 提及公司时，包括任何其分支机构（包括分公司），如适用；和

1.2.10 使用"或者"一词并不意味排他性，除非另有明确表示。

第二条 股份转让

2.1 公司估值

各方同意，以公司整体估值人民币 30 亿元作为转让公司股份的对价厘定基准。

2.2 转让方案

在上述估值前提下，各方同意转让方将合法持有公司的 1,109,283 普通股股份，即占公司的 0.6667%股份以人民币 2,000 万元（"**投资款**"）转让给受让方，受让方同意按照此条件受让（ "本次转让" ）。

第三条 交割

3.1 交割先决条件

受限于本协议的约定，受让方履行支付其股份转让款的义务，应以下列第（1）至第（4）款及第（7）款所列条件在交割时或交割之前被受让方确认已满足或被受让方书面豁免，及下列第(5)、（6）及第（8）款所列条件在交割时或交割之前被转让方确认已满足或被转让方书面豁免为前提：

(1) 公司已向受让方提供其作出决策所必需的信息，且该等信息在所有重大方面都是真实、完整和准确的；

(2) 公司已作出有关同意签署交易文件、批准本次转让的股东会及董事会决议，且公司已向受让方提供上述书面决议扫描件；
(3) 公司应确保股份转让不受除转让方以外的其他股东的限制；
(4) 公司已获得了本次股份转让所需要的外部审批、许可（如有，一并提供相关的扫描件）；

(5) 受让方的内部投资委员会或国资监管部门已批准（如需）受让方案及相关交易文件的签署；
(6) 受让方已完成 ODI 备案及/或其他本次境外投资所需的全部手续；
(7) 自受让方完成投资尽职调查之日至交割日，公司或福建健康之路信息技术有限公司的主营业务范围未发生重大变化。
(8) 转让方及受让方已按照本协议 3.3 条付款安排开设境内外相关资金账户，该等资金账户能够实现投资款的付款与收款。

3.2 交割

在遵守本协议各项条款和各项条件的前提下，本协议所述交割应在本协议第 3.1 条载明的所有交割先决条件被证明满足或被豁免之后第十(10)个营业日，或各方可能一致书面同意的其它时间或其它日期（"**交割日**"），受让方应当按照本协议 3.3 条约定将股份转让款转入转让方指定银行账户。转让方收款账户信息详见附件。

3.3 付款

受让方应于满足全部交割先决条件后 20 个营业日内直接将股份转让款划入转让方指定的银行账户时，即视为完成股份转让款的支付。

各方确认，受让方的股份转让款币种为人民币，金额为 2000 万元人民币，本次股份转让完成后将持有公司 0.6667%股份份额。因支付渠道所产生的手续费用、币种改变所造成的汇率损益等均由转让方承担。

在满足本协议 3.1 交割先决条件及其他各方约定的条件后，受让方将投资款由受让方福州高新区海峡一号基础设施投资合伙企业（有限合伙）中国银行托管户汇划至受让方 Strait One Investment LTD 在香港开设的资金账户再汇划至转让方的账户。受让方退出时，即 Strait One Investment LTD 出售公司股份时，退出所获得资金由 Strait One Investment LTD 资金账户结汇后至福州高新区海峡一号基础设施投资合伙企业（有限合伙）的中国银行托管户。

3.4 交付

公司应于受让方将投资款划入转让方指定的银行账户后五（5）个工作日内向受让方出具一份收款确认函及经转让方妥为签署的关于本次转让的股份转让书(Instrument of transfer)。

受让方应于将投资款划入转让方指定的银行账户后五（5）个营业工作日内向转让方提供以下文件：经受让方妥为签署的关于本次转让的境外股份转让书(Instrument of transfer)；受让方的董事会或其他有权内部的决议，批准签署交易文件及本次转让；转让方合理要求以证明第 3.1 条第(5)、(6)及(8)款所载先决条件已获满足的文件。

公司应于完成变更登记后五（5）个工作日向受让方提供：公司的章程文件和法定登记册的副本；最新董事名册和股东名册；及关于本次转让股份的股票证书。

各方同意公司在更新其向香港联交所递交的招股说明书时，应当在招股说明书中披露本次股份转让后受让方持有公司的股份数量和比例、受让方的背景情况、本次转让的条件条款以及其他根据香港联交所的上市规则、指引信或香港联交所不时要求需要披露有关本次股份转让的信息。

3.5 税费

转让双方一致同意，本次股份转让的价格为含税价格，转让方应按照国家法律法规依法申报并缴纳应本次股份转让的相应税收；转让方为转让有关的税收的纳税主体，所有与转让有关税收缴纳的则义务均为转让方履行，与受让方无关；若转让方未履行纳税义务，受让方作为代扣代缴义务人被主管税务机关征缴或处罚的，受让方有权向转让方追偿并要求赔偿损失。

转让双方一致同意，本次交易所产生的交易费用，包括但不限于中介机构的尽调费用、办理 ODI 备案等手续的费用，由公司或转让方承担。

第四条 协议终止

4.1 终止

本协议可以在下列任一事项出现时被终止：

(1) 如任何政府部门发布命令、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次股份转让，而且该等命令、法令、裁定或其他行动均为最终的并且不可申请复议、起诉或上诉，则受让方有权终止本协议；或

(2) 经各方书面同意终止本协议。

4.2 协议终止的效力

(1) 如果根据第 4.1 条第（1）项规定的任何文件时，不管该文件是否为最终文件，受让方均有权暂停支付任何股份转让款且无需承担任何违约责任。

如果根据第 4.1 条第（1）项规定终止本协议，本协议自最终文件生效之日终止，受让方无需支付任何尚未支付的股份转让款，转让方应自本协议终止之日起十五(15)个营业日内将受让方已经支付的任何及全部款项(如有)足额退回；

(2) 如果根据第 4.1 条第（2）项规定终止本协议，本协议自各方确认的终止之日终止。如股份转让款尚未全部支付，受让方无需支付任何尚未支付的股份转让款，转让方应自本协议终止之日起十五(15)个营业日内将受让方已经支付的任何及全部款项足额退回；

4.3 部分条款的继续有效

如果本协议根据第 4.1 条的规定被终止，则本协议不再对各方具有约束力，但(i)第 4.2 条和第 5 条继续有效，且 (ii) 本协议中的任何规定均不得解除任何一方在终止之前因违反本协议所应承担的责任。

第五条 附则

5.1 所有本协议项下的通知、诉求、权利主张、要求以及其他通讯均应以书面形式做出，并以专人递交、快递服务、或挂号邮件（邮资预付并要求回执）或电子邮件交付到各方以下的地址（或一方根据本第 5.1 条以发出通知的形式指定的其他地址）：

福州高新区海峡一号基础设施投资合伙企业（有限合伙）

联系人姓名：杨卫丽

联系地址：福建省福州高新区乌龙江中大道 7#创新园二期 17 号楼 20 层 2004 室

联系电话：15280105881

联系电子邮件：936534522@qq.com

HealthyWay Inc.（健康之路股份有限公司）

Affluent Base Limited（丰基有限公司）

张万能

联系人姓名：张万能

联系地址：福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层

联系电话：13375918080

联系电子邮件：zhangwanneng@jkzl.com

上款规定的各种通讯方式以下列方式确定其送达时间：

(1) 若面呈的通知在被通知人签收时视为送达；
(2) 可以邮寄方式进行的通知均应采用挂号快件或特快专递的方式进行，挂号快件或特快专递应在投寄后第五（5）日视为已经送达通知人。
(3) 以电子邮件方式送达的，以送达信息到达受送达人特定系统时视为送达。

若任何一方的上述通讯地址或通知方式发生变化（“变动方”），变动方应当在该变更发生后的五（5）日内通知其他方。变动方未按约定及时通知的，变动方应承担由此造成的损失。

5.2 本协议的存在、本协议内容及项下的交易，以及彼此就准备或履行本协议而交换的任何口头或书面的资料均构成保密信息，但以下信息除外：(i) 根据本协议允许披露的任何信息；(ii) 在披露之时已经可公开获得的、且非因任何一方或其关联方违反本协议而披露的任何信息；或(iii) 一方从无保密义务的善意第三方处获得的信息；或(iv) 一方在没有参照保密信息的情况下独立开发的信息。该等保密信息未经其他各方事先书面同意不得用于本次交易之外的任何其他用途，也不得向任何第三方披露，但各方可为履行本协议之目的在必要的范围内向对其负有与本条同样的或更严格的保密义务的关联方以及其各自的及其关联方的股东、高级管理人员、董事、雇员、合伙人、代理人、合伙人、融资提供方、合作伙伴、股东方、代表、专业顾问披露该等保密信息，并且因法律或相关政府部门、证券交易所或监管机构的要求而需披露的情况除外。

5.3 各方均应做出一切合理努力，采取或促使他方采取所有必需和适当的行动，做出或促使他方做出适用法律项下所有必需、适当或明智的事情，并签署和交付所有必要的文件和其他文书，以履行本协议的规定、完成本协议所筹划的交易并使这些交易生效。

5.4 如果本协议中的任何条款或其他规定无效、不合法或无法通过任何法律或公共政策进行强制执行，则只要本协议中所拟议交易的经济或法律实质未发生任何会对任何其他一方造成重大不利影响的变化，本协议中所有其他的条款和规定仍将保持完全的效力。在确定任何条款或其他规定无效、不合法或不可强制执行后，各方应通过善意协商修改本协议以求以一种可以接受的方式最大限度地反映出各方的本意，从而使得本协议中所拟议的交易能最大限度按照最初的计划完成。

5.5 各方同意先前就本协议的主题事项所达成的所有口头和书面的约定和承诺与本协议不符或有相冲突的部分，以本协议的约定为准。本协议后附的所有附件及签署的补充协议（如有）构成本协议不可分割的一部分。

5.6 未经其他方明确书面同意，任何一方不得转让本协议项下的权利或义务。

5.7 本协议不可被修订或修改，除非(i) 通过各方或各方授权代表签署的书面文书进行修订或修改，或(ii) 根据第 5.9 条规定的豁免。

5.8 每一方可以 (i) 对任何其他一方履行任何义务或其他行为给予延期，(ii) 免于追究另一方在本协议中或另一方根据本协议交付的其他文件中的声明和保证中的不准确之处，或 (iii) 免除任何其他一方遵守某项约定的责任，或免除本协议中规定的己方责任的先决条件。上述延期或豁免需要在经作出豁免一方签字的书面文书上列明方才有效。对任何条款或条件的豁免不得构成对其后任何违约行为的豁免，或其后对同一条款或条件的豁免，或对本协议中任何其他条款或条件的豁免。一方未能提出其在本协议项下的任何权利要求不得构成其对这些权利的放弃。

5.9 本协议应对各方及其各自的继任者和经许可的受让人具有约束力，并仅为上述主体的利益而订立。

5.10 本协议的订立、生效、解释、履行、终止及与本协议有关的争议解决等，均受中华人民共和国（为免歧义,不包括香港特别行政区、澳门特别行政区及台湾地区)法律的保护和管辖。

5.11 因本协议的签署而产生的或与本协议有关的任何争议，应通过本协议各方友好协商解决。提出诉求的一方应通过载有日期的通知，及时告知另一方发生了争议并说明争议的性质。如果在该争议通知日期后的六十(60)天内无法通过协商解决争议，则任何一方可以将该事项提交中国国际经济贸易仲裁委员会福建分会，由该会按照其届时有效的仲裁规则进行裁决，仲裁地点在福州，仲裁语言为中文。仲裁庭由三（3）名按照仲裁规则指定的仲裁员组成，申请人指定一（1）名仲裁员，被申请人指定一（1）名仲裁员，第三名仲裁员由双方协商指定或由中国国际经济贸易仲裁委员会福建分会指定。仲裁裁决是终局性的，对各方均有约束力。

5.12 本协议正本一式 5 份，受让方执 2 份，其余各方各执 1 份。本协议经各方正式签署/盖章后生效。本协议可以签署份数不限的多份复本。每份复本经签署和交付后即为正本。所有复本共同构成同一份协议。

[以下无正文，为签字页]

附：

转让方指定收款银行账户信息

账户名称：Affluent Base Limited（丰基有限公司）

开户银行：【】招商永隆银行有限公司

银行账号：【】6013 4358 734

《关于 **HealthyWay Inc.**（健康之路股份有限公司）之股份转让协议》签字页

福州高新区海峡一号基础设施投资合伙企业（有限合伙）（盖章）

执行事务合伙人委派代表（或授权代表）：________________（签字）

For and on behalf of
Strait One Investment LTD
海峽一號投資有限公司

Strait One Investment LTD（盖章）

授权签字人：________________（签字）

Authorized Signature

HealthyWay Inc.（健康之路股份有限公司）（盖章）

For and on behalf of
HealthyWay Inc.
健康之路股份有限公司

授权签字人：________________（签字）

Authorised Signature(s)

Affluent Base Limited（丰基有限公司）（盖章）

For and on behalf of
AFFLUENT BASE LIMITED
豐基有限公司

授权签字人：________________（签字）

Authorised Signature(s)

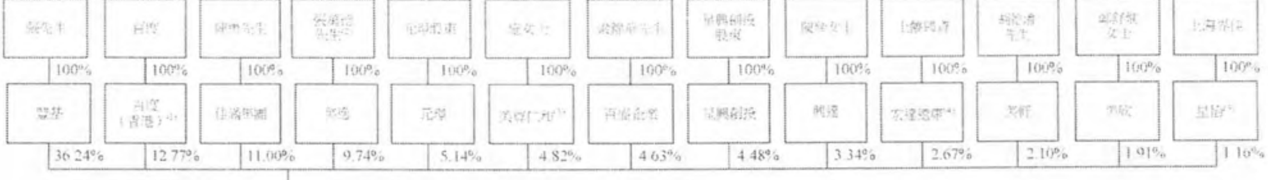
张万能

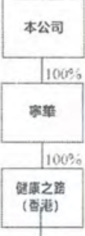
签字：________________

身份证号码：**330106196701150579**

附件一：协议签署日的股权结构[1]

[1] 截至本协议签署之日，福建健康之路医疗科技有限公司由福建健康之路健康科技有限公司及张万能分别持股 50%，待后续申请取得外资 ICP、EDI 牌照后，福建健康之路医疗科技有限公司将与福建健康之路健康科技有限公司、张万能签署 VIE 协议。





境外

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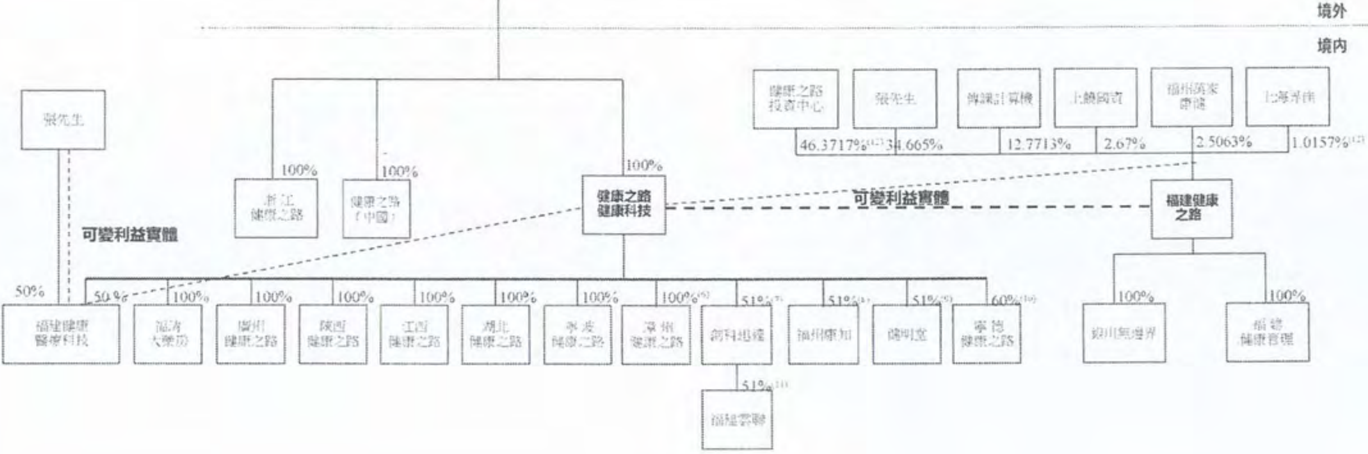

投资协议书

编号：【AJ-JKZL2023062802】

甲方一：科泉（厦门）企业管理合伙企业（有限合伙）

注册地址：中国（福建）自由贸易试验区厦门片区象屿路93号厦门国际航运中心C栋4层431单元H

联系地址：安吉县递铺街道半岛中路198号1幢203室

甲方二：Kequan Venture Capital Limited

注册地址：2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands

联系地址：浙江省递铺镇胜利西路1号(发展大厦内)

甲方三：安吉科泉股权投资合伙企业（有限合伙）

注册地址：浙江省湖州市安吉县递铺街道半岛中路198号1幢203（自主申报）

联系地址：安吉县递铺街道半岛中路198号1幢203室

乙方一：浙江健康之路科技集团有限公司（简称"WFOE"）

注册地址：浙江省湖州市安吉县递铺街道半岛中路198号2幢1层33号（自主申报）

联系地址：福建省福州市软件大道89号福州软件园F区三号楼22层

乙方二：健康之路股份有限公司（HealthyWay Inc.）（或称"健康之路"）

注册地址：2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands

联系地址：福建省福州市软件大道89号福州软件园F区三号楼22层

乙方三：张万能，身份证号码 330106196701150579

联系地址：福建省福州市软件大道 89 号福州软件园 F 区三号楼 22 层

上述"甲方一"、"甲方二"与"甲方三"合称"甲方"，"乙方一"、"乙方二"与"乙方三"合称"乙方"，上述任何一方单称为"一方"，合称为"各方"。

甲方一科泉（厦门）企业管理合伙企业（有限合伙）系浙江安吉经济开发区管理委员会关联方；甲方二系甲方一在英属维尔京群岛设立的境外全资子公司，且为安吉开发区管委会的关联方。甲方三持有甲方一 99.90%的财产份额，系甲方一的实际出资人。

乙方一为健康之路国内设立的 WOFE 公司，为健康之路国内主要经营主体；乙方二系一家根据开曼群岛法律注册成立且合法存续的企业。乙方三为健康之路的实际控制人；

现健康之路拟进行 Pro-IPO 轮融资，并拟定在香港联合交易所有限公司（"香港联交所"）挂牌交易。前述各方签署本协议，以资共同信守。

第一条 各方同意，甲方按健康之路投资前人民币 40 亿元估值标准，以每股 24.041 元（每股投资成本）投资人民币 10000 万元（"投资成本"）认购健康之路【4,159,560】普通股股份，届时将持有健康之路完全稀释的基础上【2.439】%股份（简称"本次投资"）。（附件一为健康之路向香港联交所提交上市申请前股权结构）。各方同意，本次投资应于 2023 年【8】月【31】日之前完成本轮投资款交割。

第二条 各方同意，本协议项下涉及全部价格均以人民币计价

第三条 通知与送达

3.1 各方接收通知的地址：

甲方同意按以下境内地址接收通知：

甲方一：科泉（厦门）企业管理合伙企业（有限合伙）

联系地址：浙江省杭州市西湖区白沙泉金融并购街区 72 幢

联系电话：+86 18563315969　电子邮件：zhengjie@zyrinv.com

联系人：郑洁

甲方二：Kequan Venture Capital Limited

联系地址：浙江省递铺镇胜利西路1号(发展大厦内)

联系电话：+86 13957274070　电子邮件：aj5035254@163.com

联系人：张力

甲方三：安吉科泉股权投资合伙企业（有限合伙）

联系地址：浙江省杭州市西湖区白沙泉金融并购街区72幢

联系电话：+86 18563315969　电子邮件： zhengjie@zyrinv.com

联系人：郑洁

乙方同意按以下境内地址接收通知：

乙方一：张万能

联系地址：福建省福州市软件大道89号福州软件园F区三号楼22层

联系电话：13375918080　电子邮件：zhangwanneng@jkzl.com

乙方二：浙江健康之路科技集团有限公司

联系地址：福建省福州市软件大道89号福州软件园F区三号楼22层

联系电话：18905909362　电子邮件：wucanlin@jkzl.com

联系人：吴灿林

乙方三：健康之路股份有限公司

联系地址：福建省福州市软件大道89号福州软件园F区三号楼22层

联系电话：18905909362　电子邮件：wucanlin@jkzl.com

联系人：吴灿林

3.2 任何一方若指定用其他地址或地址变更，须在变更后五日内以书面形式通知通讯地址、邮政编码、电话、电子邮件等送达信息至本协议其他各方。一方怠于通知的，视为通讯地址未变更，按原地址寄送的通知及文件仍视为有

效送达，一切责任由未通知方自行承担。

3.3 以电子邮件发出的，发出后24小时视为送达对方；以专人手递方式发出的，发至指定地址之日视为送达对方；以邮寄方式发出的，寄出之日（以发邮时间或邮戳时间为准）起第5日视为送达对方。

第四条 各方同意，由乙方负责办理企业境外投资手续，所需费用（包括但不限于境内外托管机构费用、划款手续费、ODI备案涉及费用）由乙方承担（为免疑义，若非因甲方的原因，甲方未能完成投资的，本次境外投资手续所需全部费用及因汇率波动产生汇兑损失亦由乙方承担），甲方应积极配合，包括及时出具资金证明、签署相关申请文件等；甲方应积极配合乙方完成投资相关的变更登记手续，章程及其他相关条款的修改，以及配合乙方及其聘用的中介机构尽职调查等工作。甲方承诺于ODI办理完毕、收到乙方通知后十个工作日内完成前述人民币10000万元投资款汇入境外甲方持股主体账户以保证本轮投资交割。如因ODI办理审批或进度问题导致2023年8月31日前甲方无法完成交割，不视为任何一方违约，同时甲方是否继续履行本次投资，双方另行协商确定。

第六条 违约责任

若一方未履行其在本协议项下的义务，视为违约，违约方应向守约方赔偿因其违约行为而造成守约方的经济损失，包括但不限于律师费、诉讼费、保全担保费/保险费、差旅费、公证费、翻译费。

第六条 保密约定

任何一方（“接收方”）保证对另一方（“披露方”）提供的与本协议所述交易有关的信息及通过本协议所述交易获得的他方信息及本协议内容（“保密信息”）严守秘密，除非为履行本协议之目的向接收方有知悉必要的股东、董事、高管、雇员、财务及法律等咨询顾问（合称“关联人员”）和/或因法律或相关政府部门或证券交易所的要求披露保密信息外，未经披露方书面同意，接收方不得向任何第三方披露。接收方将促使其关联人员履行与接收方同等的保密义务。

第七条 纠纷处理与法律适用

7.1 本协议的订立、生效、履行、解释、修改和终止等事项适用中华人民共和国现行法律、法规及规章。

7.2 因本协议产生的及其他与本协议相关的一切争议，由争议各方共同协商解决；协商不成的，向上海国际经济贸易仲裁委员会申请在上海仲裁，仲裁语言为中文。

第八条其他事项约定

8.1 本协议一式六份，各方各执一份，经各方签署后生效，具有同等法律效力。

8.2 任意一方拟对本协议进行修改、补充的，应与其他方协商一致后，各方共同签署补充协议。

（此下无正文）

（本页无正文，为《投资协议书》签署页）

甲方一（盖章）：科泉（厦门）企业管理合伙企业（有限合伙）

执行事务合伙人/委派代表（签字）：

甲方二（盖章）：Kequan Venture Capital Limited

授权代表（签字）：

甲方三（盖章）：安吉科泉股权投资合伙企业（有限合伙）

执行事务合伙人/委派代表（签字）：

乙方一（盖章）：浙江健康之路科技集团有限公司

法定代表人/委派代表（签字）：

乙方二（盖章）：健康之路股份有限公司（HealthyWay Inc.）

授权代表（签字）：

乙方三：张万能

本人签字：

日期：2023年【7】月【24】日

張先生 —100%→ 豐基 —36.24%→ 本公司

百度 —100%→ 百度（香港）(1) —12.77%→ 本公司

陳明先生 —100%→ 佳福集團 —11.00%→ 本公司

張偉德先生(2) —100%→ 美途 —9.74%→ 本公司

元璟股東 —100%→ 元璟 —5.14%→ 本公司

金女士 —100%→ 秀容仁和(3) —4.82%→ 本公司

吳路華先生 —100%→ 百盛企業 —4.63%→ 本公司

星興創投股東 —100%→ 星興創投 —4.48%→ 本公司

陳[illegible]女士 —100%→ 興達 —3.34%→ 本公司

上饒國資 —100%→ 宏祥盛世(4) —2.67%→ 本公司

胡松清先生 —100%→ 美軒 —2.10%→ 本公司

鄒舒娜女士 —100%→ 美欣 —1.91%→ 本公司

上海界仕 —100%→ 星居(5) —1.16%→ 本公司

本公司

100%

寧華

100%

健康之路（香港）

境外

境內

健康之路（香港）—100%→ 浙江健康之路

健康之路（香港）—100%→ 健康之路（中國）

健康之路（香港）—100%→ **健康之路健康科技**

健康之路投資中心 46.3717%(12)、張先生 34.665%、博課計算機 12.7713%、上饒國資 2.67%、福州萬家康健 2.5063%、上海界佳 1.0157%(12) → **福建健康之路**

健康之路健康科技 - - - **可變利益實體** - - - **福建健康之路**

福建健康之路 —100%→ 銀川慧療界

福建健康之路 —100%→ 福建健康管理

張先生 —50%→ 福建健康醫療科技

張先生 - - - **可變利益實體** - - - 福建健康醫療科技

健康之路健康科技 —50%→ 福建健康醫療科技

健康之路健康科技 —100%→ 福清大藥房

健康之路健康科技 —100%→ 廣州健康之路

健康之路健康科技 —100%→ 陝西健康之路

健康之路健康科技 —100%→ 江西健康之路

健康之路健康科技 —100%→ 湖北健康之路

健康之路健康科技 —100%→ 寧波健康之路

健康之路健康科技 —100%(6)→ 漳州健康之路

健康之路健康科技 —51%(7)→ 創科迅捷 —51%(11)→ 福建雲聯

健康之路健康科技 —51%(8)→ 福州康知

健康之路健康科技 —51%(9)→ 健明堂

健康之路健康科技 —60%(10)→ 寧德健康之路

HEALTHYWAY INC.

AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

Aug 8, 2023

THIS AMENDED AND RESTATED SHAREHOLDERS AGREEMENT (this "Agreement") is made and entered into as of Aug 8, 2023 (the "Effective Date") by and among:

(1) HealthyWay Inc., an exempted company duly incorporated and validly existing under the Laws of the Cayman Islands with its registered address at Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands (the "Company");

(2) HealthyWay (HongKong) Limited, a company duly incorporated and validly existing under the Laws of Hong Kong with its registered address at 6/F Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong. (the "HK Company");

(3) 健康之路（中国）信息技术有限公司, a limited liability company duly incorporated and validly existing under the Laws of the PRC with its registered address at 22/F, Building 3, Fuzhou Software Park F, No.89 Software Avenue, Gulou District, Fuzhou (the "WFOE-I");

(4) 福建健康之路健康科技有限公司, a limited liability company duly incorporated and validly existing under the Laws of the PRC with its registered address at Room 1264, 12/F, Building 17, Innovation Park II, No.7 Wulongjiang Middle Avenue, Shangjie Town, Minhou County, Fujian Province (the "WFOE-II");

(5) 浙江健康之路科技集团有限公司, a limited liability company duly incorporated and validly existing under the Laws of the PRC with its registered address at No. 33, 1/F, Block 2, No.198, Peninsula Middle Road, Dipu Street, Anji County, Huzhou (the "WFOE-III", together with the WFOE-I and the WFOE-II, the "WFOEs" and each a "WFOE")

(6) 福建健康之路信息技术有限公司, a limited liability company duly incorporated and validly existing under the Laws of the PRC with its registered address at 22/F, Building 3, Fuzhou Software Park F, No.89 Software Avenue, Gulou District, Fuzhou (the "PRC Domestic Company");

(7) the parties listed on Part I of Exhibit A attached hereto (the "Major Founders" and each a "Major Founder");

(8) the parties listed on Part II of Exhibit A attached hereto (the "Founders" and each a "Founder");

(9) the parties listed on Part III of Exhibit A attached hereto (the "Founder Holding Companies" and each a "Founder Holding Company");

(10) Baidu (Hong Kong) Limited, a limited liability company duly incorporated and validly existing under the Laws of Hong Kong (the "Series A Investor" or "Baidu");

(11) Star Ease Health Development Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands (the "Series B-1 Investor" or "Shanghai Jiejia");

(12) Hongda Juankang Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands (the "Series B-2 Investor" or "Shangrao SOA", together with Series B-1 Investor, the "Series B Investors" and each a "Series B Investor", together with the Series A Investor, the "Investors" and each an "Investor");

(13) HW MedSpect Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(14) May Jyu Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(15) Xing Da Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(16) Jyun Jing Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(17) May Syun Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(18) May Xin Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(19) Strait One Investment LTD, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

(20) Kequan Venture Capital Limited, a limited liability company duly incorporated and validly existing under the Laws of the British Virgin Islands;

Each of the foregoing parties is referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. The Company, the Series A Investor, the Series B-1 Investor, the Series B-2 Investor and certain other parties have entered into the Shareholders Agreement dated May 3, 2023 (the "Prior SHA").

B. Strait One Investment LTD, the Company, Affulent Base Limited, Zhang Wanneng and certain other parties have entered into certain share transfer agreement dated July 21, 2023.

C. Kequan Venture Capital Limited, the Company, Zhang Wanneng and certain other parties have entered into certain share purchase agreement date July 26, 2023.

D. The Shareholding Structure of the Company as at the date of this Agreement is set out in Exhibit C.

E. The Parties desire to enter into this Agreement to make the respective representations, warranties, covenants and agreements on the terms and conditions set forth herein, and to replace and supersede the Prior SHA in its entirety.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRESENTATIONS

1.1 Definitions

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement, shall have the meanings set forth in Exhibit B.

1.2 Calculation

Unless explicitly stated otherwise, (a) any calculation of any number, percentage or ratio that involves different class, series, type of the Company's equity securities (such as a shareholder's ownership of the Company's issued share capital) shall be calculated on a fully diluted and as converted or exercised into Ordinary Shares basis, and (b) any reference to a specific share number (and any other number determined by reference to a specific share number, such as per share issue price) shall automatically be proportionally adjusted, as appropriate, to reflect the effect of any subsequent share split, share subdivision, share combination or share dividend or similar events.

2. INFORMATION RIGHTS, INSPECTION RIGHTS AND BOARD REPRESENTATION

2.1 Information Rights and Inspection Rights

(a) Information Rights

The Company covenants and agrees that, commencing on the date of this Agreement, so long as any Investor holds any Preferred Share and/or Conversion Share, the Company will deliver to such Investor:

(i) within ninety (90) days after the end of each fiscal year, audited annual consolidated financial statements of the Group Companies for such fiscal year, audited by an accounting firm approved by the Board in accordance with PRC GAAP for such specific fiscal year;

(ii) within fifteen (15) days after the end of each calendar quarter, unaudited quarterly consolidated financial statements of the Group Companies;

(iii) within fifteen (15) days after the end of each calendar month, unaudited monthly consolidated financial statements of the Group Companies with an analysis of results, highlighting notable events and a thorough explanation of any material differences between actual figures and the figures presented in the annual budget;

(iv) no later than thirty (30) days before each fiscal year, an annual consolidated budget and business plan of the Group Companies for such fiscal year;

(v) disclosure of major projects and interested party transactions of the Group Companies, within fifteen (15) days after the end of each calendar quarter, or such other periodic operating metrics of the Group Companies as reasonably requested by the Investor(s);

(vi) (x) prompt written notice of any material litigation, material judgment against any of the Group Companies, and any other event that may have a material adverse effect on the operations and financial condition of any of the Group Companies, and (y) prompt written notice of any notice from any Governmental Authority of the non-compliance with any regulation by any of the Group Companies;

(vii) any information delivered by the Group Companies to any of the Company's Shareholders other than such Investor, including monthly operating reports, disclosure of material events; and

(viii) such other information of the Group Companies as such Investor may reasonably request (the rights to have access to the information set out in (i) to (viii) collectively, the "Information Rights").

All the financial statements to be provided to the Investor pursuant to this Section 2.1(a) shall be prepared in conformance with PRC GAAP and shall consolidate all of the financial results of the Group Companies. All the information (including without limitation the financial statements) provided by the Company to the Investor pursuant to this Section 2.1(a) shall be verified and certified as true, correct and not misleading by the Chief Executive Officer and the Chief Financial Officer of the Company.

(b) Inspection Rights

Each of the Group Companies covenants and agrees that, commencing on the date of this Agreement, so long as any Investor holds any Preferred Share and/or Conversion Share, such Investor and Persons appointed by such Investor shall have the right to (i) visit and inspect the facilities and properties of each of the Group Companies, and examine and copy records and books of each of the Group Companies at any time during regular working hours upon reasonable prior notice to the relevant Group Company, and (ii) discuss the business, operations and conditions of the Group Companies with their respective directors, officers, employees, accountants and legal counsel (the "Inspection Rights").

(c) Termination of Rights

The Information Rights and Inspection Rights shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

2.2 Board of Directors

(a) Board Compositions

The Company shall have a board of Directors (the "Board") consisting of up to four (4) Directors. The Board shall be constituted as follows:

(i) the Founder Holding Companies shall be entitled to appoint three (3) Directors to the Board, who shall initially be Zhang Wanneng (张万能), Chen Yong (陈勇), and Chen Jing (陈晶), and Zhang Wanneng (张万能) shall be the chief executive officer of the Company and the Chairman of the Board.

(ii) for so long as Baidu holds any Share, it shall be entitled to appoint one (1) Director of the Board (the "Series A Director"), who shall initially be Zhang Xiangming (章向明).

(b) Removal and Replacement

Any Shareholder or group of Shareholders entitled to designate any individual to be elected as a Director pursuant to this Section 2.2 shall have the right to remove any such Director and to fill any vacancy caused by the death, disability, retirement, resignation or removal of such Director.

(c) Subsidiary Boards

Subject to the applicable Laws and the listing rules of The Stock Exchange of Hong Kong Limited (the "Stock Exchange") where the Shares of the Company is to be listed under a Qualified IPO, so long as Baidu holds any Share, Baidu shall have the right, but not the obligation, to nominate and elect one director to serve on each board of each other Group Company (each, a "Subsidiary Board"). Upon Baidu's exercise of such right, the Subsidiary Board shall be re-composed to have the same members as the Board. Each of the Major Founders, the Founder Holding Companies and the Group Companies covenants and agrees to take, and to cause the Founders to take any and all action necessary to ensure that the person nominated by Baidu to serve on the Subsidiary Boards are not removed unless requested by Baidu and ensure the re-composition of the Subsidiary Boards.

The rights enjoyed by Baidu or any Investor under this Section 2.2 shall be terminated automatically to the extent as required by the applicable rules of Stock Exchange, in the case of the Stock Exchange, upon listing of its Shares on the main board of the Stock Exchange, or on any comparable form in connection with registration in a jurisdiction other than Hong Kong, submitted by the Company in accordance with the Memorandum and Articles.

(d) Committees

Subject to the applicable Laws and the listing rules of the Stock Exchange where the Shares of the Company is to be listed under a Qualified IPO, each committee established by any Group Company shall include Series A Director. Each of the Major Founders, the Founder Holding Companies and the Group Companies covenants and agrees to take and to cause the Founders to take any and all action necessary to ensure that the Series A Director to serve on such committees is not removed unless requested by Baidu.

(e) Observers

Baidu shall have the right, but not the obligation, to designate one representative to attend meetings of the Board and any Subsidiary Board as an observer. The observer shall not have any voting right.

(f) Supervisors

Baidu shall have the right, but not the obligation, to designate a Supervisor to any Group Company (if applicable) provided that such Supervisor appointment shall be in compliance with the applicable Law. Each of the Major Founders, the Founder Holding Companies and the Group Companies covenants and agrees to take any and all action necessary to ensure that the Supervisor designated by relevant Investor is duly appointed and is not removed or replaced unless requested by such Investor.

(g) Authority of Board

Subject only to the provisions of this Agreement and applicable Laws:

(i) the Board shall have ultimate responsibility for management and control of the Company; and

(ii) the Board shall be required to make all major decisions of the Company in accordance with the Memorandum and Articles and all decisions outside the day to day business of the Company. All matters in respect of such decisions must be referred to the Board, and no Shareholder or officer shall take any actions purporting to commit the Company in relation to any such matters without the approval of the Board. Each Shareholder shall cause the Director nominated by such Shareholder, if any, not to take any such actions or authorize any officers to take any such actions.

(h) Board Meetings

The Board shall meet at least once every six months. A quorum for a Board meeting shall consist of a majority of the Directors, including the presence of one (1) Series A Director. Each Director shall have one (1) vote on any matter submitted for approval of the Board. Each Director shall be entitled to appoint alternates to serve at any Board meeting (or the meeting of a committee formed by the Board), and such alternates shall be permitted to attend all Board meetings and vote on such Director's behalf.

(i) Termination of Rights

The special rights of any shareholders under this Section 2 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

3. **REGISTRATION RIGHTS**

3.1 Applicability of Rights

The Investors shall be entitled to the following rights with respect to a Qualified IPO of the Ordinary Shares in the United States and shall be entitled to reasonably analogous or equivalent rights with respect to any other offering of any Group Company's securities in any other jurisdiction in which such Group Company undertakes to publicly offer or list such securities for trading on a recognized securities exchange.

3.2 Definitions

For purposes of this Section 3:

(a) Registration. The terms "register," "registered," and "registration" refer to a registration effected by filing a registration statement which is in a form which complies with, and is declared effective by the SEC (as defined below) in accordance with, the Securities Act.

(b) Registrable Securities. The term "Registrable Securities" means: (1) any Ordinary Shares issued or issuable pursuant to conversion of any of the Preferred Shares issued (A) under the Investment Agreement and other prior purchase agreement made by the Company and the Investors, or (B) pursuant to the Right of Participation under Section 4, and (2) any Ordinary Shares issued (or issuable upon the conversion or exercise of any warrant, right or other security which is issued) as a dividend or other distribution with respect to, or in exchange for or in replacement of, any Preferred Shares described in clause (1) of this Section 3.2 (b), and (3) Ordinary Shares issued or issuable in respect of the Ordinary Shares described in clause (1) and (2) above upon any share split, share dividend, share combination or consolidation, recapitalization, reclassification or other similar event in relation to the Shares, (4) any depositary receipts issued by an institutional depositary representing any of the foregoing. Notwithstanding the foregoing, "Registrable Securities" excludes any Registrable Securities sold by a Person in a transaction in which rights under this Section 3 are not assigned in accordance with this Agreement, and any Registrable Securities which are sold in a registered public offering under the Securities Act or analogous statute of another jurisdiction, or sold pursuant to Rule 144 promulgated under the Securities Act or analogous rule of another jurisdiction.

(c) Registrable Securities Then Outstanding. The number of shares of "Registrable Securities then outstanding" means the number of Ordinary Shares of the Company that are Registrable Securities and are then issued and outstanding or would be outstanding assuming full conversion of all securities, warrants or other rights which are, directly or indirectly, convertible, exercisable or exchangeable into or for Registrable Securities.

(d) Holder. For purposes of this Section 3, the term "Holder" means any person owning or having the rights to acquire Registrable Securities or any permitted assignee of record of such Registrable Securities to whom rights under this Section 3 have been duly assigned in accordance with this Agreement.

(e) Form F-3 or Form S-3. The term "Form F-3" or "Form S-3" means such respective form under the Securities Act (including Form S-3 or Form F-3, as appropriate) or any successor registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(f) SEC. The term "SEC" or "Commission" means the U.S. Securities and Exchange Commission.

(g) Registration Expenses. The term "Registration Expenses" means all expenses incurred by the Company in complying with Sections 3.3, 3.4 and 3.5 hereof, including, without limitation, all registration and filing fees, printing expenses, fees, disbursements of counsels for the Company, fees and disbursements of one counsel for the Holders, fees and disbursements for any special legal opinions as requested by the Company, the underwriters or their counsels, "blue sky" fees and expenses and the expense of any special audits incidental to or required by any such registration (but excluding the

compensation of regular employees of the Company which shall be paid in any event by the Company).

(h) Selling Expenses. The term "Selling Expenses" means all underwriting discounts and selling commissions applicable to the sale of Registrable Securities pursuant to Sections 3.3, 3.4 or 3.5 hereof.

(i) Exchange Act. The term "Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and any successor statute.

3.3 Demand Registration

(a) Request by Holders. Subject to the terms of this Agreement, if the Company shall, at any time after the earlier of (i) expiry of three (3) years following the Series A SPA closing or (ii) expiry of six (6) months following the effective date of a registration statement for an IPO, receive a written request from (A) the Holders of at least 25% of the Registrable Securities then outstanding that the Company file a registration statement under the Securities Act (other than Form F-3 or Form S-3) covering the registration of a minimum 20% of the Registrable Securities of such requesting Holders (or any lesser percentage if the anticipated aggregate gross proceeds from the registration shall exceed US$5,000,000) pursuant to this Section 3.3 (the demand registration which is filed at the request of the Holders in this case is hereafter referred to as "General Demand Registration"), or (B) as long as Baidu holds at least ten percent (10%) of the then outstanding Shares of the Company (on a fully diluted and as-if converted basis), Baidu (the demand registration which is filed at the request of Baidu in this case is hereafter referred to as "Baidu's Demand Registration"), then the Company shall, within ten (10) Business Days of the receipt of such written request, give a written notice of such request (a "Request Notice") to all the Holders, and use its best efforts to effect, as soon as practicable, the registration under the Securities Act of all the Registrable Securities that the Holders request to be registered and included in such registration by written notices given by such Holders to the Company within twenty (20) days after receipt of the Request Notice.

For the purposes of this Agreement, reference to registration of securities under the Securities Act and the Exchange Act shall include an equivalent registration in a jurisdiction other than the United States as designated by such Holders, it being understood and agreed that in each such event all references in this Agreement to the Securities Act, the Exchange Act and rules, forms of registration statements and registration of securities thereunder, and to U.S. law and the SEC, shall be deemed to refer to the equivalent statutes, rules, forms of registration statements, registration of securities and laws of and equivalent Government Authority in the applicable non-U.S. jurisdiction.

(b) Underwriting. If the Holders initiating the registration request under this Section 3.3 (the "Initiating Holders") intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their request made pursuant to this Section 3.3 and the Company shall include such information in the Request Notice. In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in

customary form with the managing underwriter or underwriters selected for such underwriting by the Holders of at least a majority of the Registrable Securities being registered and reasonably acceptable to the Company. Notwithstanding any other provision of this Section 3.3, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise all Holders of Registrable Securities which would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of such Registrable Securities on a pro rata basis according to the number of Registrable Securities then outstanding held by each Holder requesting registration (including the Initiating Holders); provided, however, that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities are first entirely excluded from the underwriting and registration including, without limitation, all shares that are not Registrable Securities and are held by any other Person, including, without limitation, any Person who is an employee, officer or director of the Company or any Subsidiary of the Company; provided further, that at least thirty percent (30%) of shares of Registrable Securities requested by the Holders to be included in such underwriting and registration shall be so included. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by a written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(c) Maximum Number of Demand Registrations. The Company shall not be obligated to effect (i) more than three (3) General Demand Registrations, and (ii) more than one (1) Baidu Demand Registration pursuant to this Section 3.3 provided that (i) if the sale of all of the Registrable Securities sought to be included pursuant to this Section 3.3 is not consummated for any reason other than due to the action or inaction of the Holders including Registrable Securities in such Registration, such Registration shall not be deemed to constitute one of the Registration rights granted pursuant to this Section 3.3; and (ii) if Baidu participates in the General Demand Registrations, it shall not be considered that Baidu has exercised its right for Baidu Demand Registration.

(d) Deferral. Notwithstanding the foregoing, if the Company shall furnish to the Holders requesting registration pursuant to this Section 3.3, a certificate signed by the President or Chief Executive Officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such registration statement to be filed at such time, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; provided, however, that the Company may not utilize this right more than once in any twelve (12) month period; provided further, that the Company shall not register any other of its Shares during such twelve (12) month period. A demand right shall not be deemed to have been exercised until such deferred registration shall have been effected.

3.4 Piggyback Registrations

Subject to the terms of this Agreement, if the Company proposes to register for its own account any of its equity securities in connection with the public offering of such securities, or if any demand registration of equity securities is requested by investors making equity investment in the Company subsequent to the equity investment in the Company by the Holders, the Company shall notify all the Holders of the Registrable Securities in writing

at least thirty (30) days prior to filing any registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statements relating to any registration under Section 3.3 or Section 3.5 of this Agreement or to any employee benefit plan or a corporate reorganization), and shall afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by it shall, within twenty (20) days after receipt of the above-described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company or any subsequent investors, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company or any subsequent investors with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(a) Underwriting. If a registration statement under which the Company gives notice under this Section 3.4 is for an underwritten offering, then the Company shall so advise the Holders of the Registrable Securities. In such event, the right of any such Holder's Registrable Securities to be included in a registration pursuant to this Section 3.4 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All the Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. Notwithstanding any other provision of this Agreement but subject to Section 3.13, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, first, to the Company, second, to each of the Holders requesting inclusion of their Registrable Securities in such registration statement on a pro rata basis based on the total number of shares of Registrable Securities then held by each such Holder, and third, to holders of other securities of the Company; provided, however, that the right of the underwriter(s) to exclude shares (including the Registrable Securities) from the registration and underwriting as described above shall be restricted so that (i) the number of the Registrable Securities included in any such registration is not reduced below thirty percent (30%) of the aggregate number of shares of the Registrable Securities, on a pro rata basis, for which inclusion has been requested; and (ii) all shares that are not Registrable Securities and are held by any other Person, including, without limitation, any Person who is an employee, officer or director of the Company (or any Subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by a written notice to the Company and the underwriter(s), delivered at least ten (10) Business Days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(b) Not Demand Registration. Registration pursuant to this Section 3.4 shall not be deemed to be a demand registration as described in Section 3.3 above. There shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 3.4.

3.5 Form F-3 or Form S-3 Registration

In case the Company shall receive from any Holder or Holders of any Registrable Securities then outstanding a written request or requests that the Company effect a registration on Form F-3 or Form S-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders having an anticipated aggregate offering price, net of underwriting discounts and commissions, in excess of US$5,000,000, then the Company will:

(a) Notice. Promptly give a written notice of the proposed registration and the Holder's or Holders' request therefor, and any related qualification or compliance, to all other Holders of the Registrable Securities; and

(b) Registration. As soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holder's or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within twenty (20) days after the Company provides the notice contemplated by Section 3.5(a); provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 3.5:

(i) if Form F-3 or Form S-3 is not available for such offering by the Holders;

(ii) if the Company shall furnish to the Holders a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such Form F-3 or Form S-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form F-3 or Form S-3 registration statement no more than once during any twelve (12) month period for a period of not more than sixty (60) days after receipt of the request of the Holder or Holders initiating such registration request pursuant to this Section 3.5; provided that the Company shall not register any of its other Shares during such sixty (60) day period. A registration right under Section 3.5 shall not be deemed to have been exercised until such deferred registration shall have been effected.

(iii) if the Company has, within the twelve (12) month period preceding the date of such request, already effected two Form F-3 or Form S-3 registrations pursuant to this Section 3.5; or

(iv) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance, unless the Company is already so qualified or subject to service of process in such jurisdiction.

Subject to the foregoing, the Company shall file a Form F-3 or Form S-3 registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the request or requests of the Holders.

(c) Not Demand Registration. Form F-3 registrations shall not be deemed to be demand registrations as described in Section 3.3 above. Except as otherwise provided herein, there shall be no limit on the number of times the Holders may request registration of the Registrable Securities under this Section 3.5.

(d) Underwriting. If the Holders of Registrable Securities requesting registration under this Section 3.5 intend to distribute the Registrable Securities covered by their request by means of an underwriting, the provisions of Section 3.3(b) shall apply to such registration.

(e) Maximum Number of Form F-3 or Form S-3 Registration. The Company shall not be obligated to effect more than two (2) such Form F-3 or Form S-3 registration pursuant to this Section 3.5 within twelve (12) months, provided that if the sale of all of the Registrable Securities sought to be included pursuant to this Section 3.5 is not consummated for any reason other than due to the action or inaction of the Holders including Registrable Securities in such Registration, such Registration shall not be deemed to constitute one of the Registration rights granted pursuant to this Section 3.5.

3.6 Expenses

All Registration Expenses incurred in connection with any registration pursuant to Sections 3.3, 3.4 or 3.5 (but excluding the Selling Expenses) shall be borne by the Company. Each Holder participating in a registration pursuant to Sections 3.3, 3.4 or 3.5 shall bear such Holder's proportionate share (based on the total number of shares sold in such registration other than for the account of the Company) of all the Selling Expenses, in connection with such offering by the Holders.

3.7 Obligations of the Company

Whenever required to effect the registration of any Registrable Securities under this Agreement the Company shall, as expeditiously as reasonably possible:

(a) Registration Statement. Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective, and, upon the request of the Holders of at least a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to ninety (90) days or, in the case of the Registrable Securities registered under Form F-3 or Form S-3 in accordance with Rule 415 under the Securities Act or a successor rule, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such ninety (90) day period shall be extended for a period of time equal to the period any Holder refrains from selling any securities included in such registration at the request of the underwriter(s), and (ii) in the case of any registration of the Registrable Securities on Form F-3 which are intended to be offered on a continuous or delayed basis, such ninety (90) day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold.

(b) Amendments and Supplements. Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.

(c) Prospectuses. Promptly notify the Holders of the effectiveness of such registration statement and furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration.

(d) Blue Sky. Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions as shall be reasonably requested by the Holders; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service of process in such jurisdiction and except as may be required by the Securities Act.

(e) Underwriting. In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering.

(f) Notification. Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of (i) the issuance of any stop order by the SEC in respect of such registration statement, or (ii) the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. The Company will use best efforts to amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing

(g) Opinion and Comfort Letter. Furnish, at the request of any Holder requesting registration of the Registrable Securities, on the date that such Registrable Securities are delivered to the underwriter(s) for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to at least a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and (ii) letters dated as of (x) the effective date of the registration statement covering such Registrable Securities and (y) the closing date of the offering, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to at least a majority in interest of the Holders requesting registration, addressed to the underwriters, if any.

(h) Use its best efforts to cause all such Registrable Securities registered pursuant to this Section 3 to be listed on a national exchange and on each securities exchange on which similar securities issued by the Company are then listed.

(i) Provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

3.8 Furnish Information

It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 3.3, 3.4 or 3.5 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be reasonably required to effect the registration of their Registrable Securities.

3.9 Indemnification

In the event any Registrable Securities are included in a registration statement under Sections 3.3, 3.4 or 3.5:

(a) By the Company. To the extent permitted by law, the Company will indemnify and hold harmless each Holder, its partners, officers, directors, legal counsel, any underwriter (as defined in the Securities Act) for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act, or other United States federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"):

(i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or

(iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any United States federal or state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any United States federal or state securities law in connection with the offering covered by such registration statement;

and the Company will reimburse each such Holder, its partner, officer, director, legal counsel, underwriter or controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section3.9 (a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned), nor shall the Company be liable in any such

case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, legal counsel, underwriter or controlling Person of such Holder.

(b) By Selling Holders. To the extent permitted by law, each selling Holder will, if the Registrable Securities held by such Holder are included in the securities as to which such registration qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each Person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers, legal counsel or any Person who controls such Holder within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, legal counsel, controlling Person, underwriter or such other Holder, partner or director, officer or controlling Person of such other Holder may become subject under the Securities Act, the Exchange Act or other United States federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs solely in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling Person, underwriter or other Holder, partner, officer, director or controlling Person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 3.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided, further, that in no event shall any indemnity under this Section 3.9(b) exceed the net proceeds received by such Holder in the registered offering out of which the applicable Violation arises.

(c) Notice. Within thirty (30) days after receipt by an indemnified party under this Section 3.9 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 3.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses thereof to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver a written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of liability to the indemnified party under this Section 3.9 to the extent, and only to the extent, that the indemnifying party is prejudiced as a result thereof, but the omission to so deliver a written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 3.9.

(d) Contribution. In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any indemnified party makes a claim for indemnification pursuant to this Section 3.9 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 3.9 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any indemnified party in circumstances for which indemnification is provided under this Section 3.9; then, and in each such case, the indemnified party and the indemnifying party will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion so that a Holder (together with its related persons) is responsible for the portion represented by the percentage that the public offering price of its Registrable Securities offered by and sold under the registration statement bears to the public offering price of all securities offered by and sold under such registration statement, and the Company and other selling Holders are responsible for the remaining portion. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case: (A) no Holder will be required to contribute any amount in excess of the net proceeds to such Holder from the sale of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(e) Survival; Consents to Judgments and Settlements. The obligations of the Company and Holders under this Section 3.9 shall survive the completion of any offering of Registrable Securities in a registration statement, regardless of the expiration of any statutes of limitation or extensions of such statutes. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

3.10 Termination of the Company's Obligations

The Company's obligations under Sections 3.3, 3.4 and 3.5 with respect to any Registrable Securities proposed to be sold by a Holder in a registration pursuant to Section 3.3, 3.4 or 3.5 shall terminate upon the fifth anniversary of the Qualified IPO.

3.11 No Registration Rights to Third Parties

Without the prior written consent of the Series A Preferred Majority, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any Person any registration rights of any kind (whether similar to the demand, "piggyback" or Form F-3 registration rights described in this Section 3, or otherwise) relating to any securities of the Company which are senior to, or on a parity with, those granted to the Holders of Registrable Securities. In any event, if the Company grants to any holder of the

Company's security any registration right of any nature that are superior to the Holders, as determined in good faith by the Board (including the consent of the Series A Director), the Company shall grant such superior registration right to the Holders as well.

3.12 Assignment of Registration Rights

Subject to prior written notification by the Holder to the Company, the right to cause the Company to register Registrable Securities pursuant to this Agreement may be assigned by a Holder provided that: (i) the Holder is transferring all its Registrable Securities; or (ii) the Holder is transferring at least 100,000 Registrable Securities; or (iii) the Holder is transferring its Registrable Securities to a constituent partner or shareholder who agrees to act through a single representative; or (iv) the Holder is transferring its Registrable Securities to an Affiliate of such Holder; provided that: (a) the Company is, within a reasonable time after such transfer, furnished with a written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; (b) such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Agreement. In the event of a transfer or assignment of Registrable Securities which does not satisfy the conditions set forth above, such securities shall no longer be deemed to constitute "Registrable Securities" for purposes of this Agreement.

3.13 Market Stand-Off

Each of the Major Founders, the Founder Holding Companies, the Investor and other Shareholders hereby agrees that, if and to the extent requested by the Company or the underwriters managing the initial public offering of the Company's securities, it will not, and cause the Founders not to sell or otherwise transfer or dispose of any securities of the Company (other than those permitted to be included in the registration and other transfers to Affiliates permitted by law) without the prior written consent of the Company or such underwriters, as the case may be, for a period of time specified by the representative of the underwriters not to exceed one hundred and eighty (180) days from the effective date of the registration statement covering such initial public offering or the pricing date of such offering as may be requested by the underwriters. The foregoing provision of this Section 3.13 applies only to the first registration statement of the Company which covers securities to be sold on its behalf to the public in an underwritten offering, but not to the Registrable Securities actually sold pursuant to such registration statement, and shall only be applicable to the Holders if all officers, directors and holders of at least one percent (1%) or more of the Company's outstanding share capital enter into similar agreements, and if the Company or any underwriter releases any officer, director or holder of at least one percent (1%) or more of the Company's outstanding share capital from his or her sale restrictions so undertaken, then each Holder shall be notified prior to such release and shall itself be simultaneously released to the same proportional extent. The Company shall require all future acquirers of the Company's securities holding at least one percent (1%) of the then outstanding share capital of the Company to execute prior to a Qualified IPO a market stand-off agreement containing substantially similar provisions as those contained in this Section 3.13.

3.14 Rule 144 Reporting

With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration or pursuant to a registration on Form F-3, after such time as a public market exists for the Ordinary Shares, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and

(c) so long as a Holder owns any Registrable Securities, to furnish to such Holder forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the Company's initial public offering), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or its qualification as a registrant whose securities may be resold pursuant to Form F-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents of the Company as a Holder may reasonably request in availing itself of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to Form F-3.

3.15 IPO Purchase Right.

Subject to applicable law and regulations, Investors shall have the right to purchase or direct any of its Affiliates to purchase, at its option, at the final price set forth in the Company's final prospectus with respect to an IPO, up to the number of the Ordinary Shares of the Company offered in the IPO that enables such Investors to maintain, in the aggregate, its percentage ownership interest in the Company immediately prior to the consummation of the IPO, provided, however, that the IPO Purchase Right contained in this Section 3.15 shall not apply to the listing of Shares on the main board of the Stock Exchange by the Company.

3.16 Termination of Rights

Notwithstanding anything to the contrary as set forth in this Section 3 and subject to this Section 3.16, the special rights of any shareholders under this Section 3 shall be terminated automatically to the extent as required by the applicable rules of Stock Exchange, in the case of the Stock Exchange, upon listing of its Shares on the main board of the Stock Exchange, submitted by the Company in accordance with the Memorandum and Articles.

4. RIGHT OF PARTICIPATION

Each of the Investor and any other holder of the Preferred Shares to which rights under this Section 4 have been duly assigned in accordance with Section 8.1 (the Investors and each such assignee each hereinafter referred to as a "Participation Rights Holder") and/or its Affiliate(s) shall have the right of first refusal to purchase such Participation Rights Holder's Pro Rata Share (as defined in Section 4.1), of all (or any part) of any New Securities (as defined in Section 4.2) that the Company may from time to time issue after the date of this Agreement (the "Right of Participation"). Each Participation Rights Holder may apportion, at its sole discretion, its Pro Rata Shares among its Affiliates in any proportion.

4.1 Pro Rata Share

A Participation Rights Holder's "Pro Rata Share" for purposes of the Right of Participation is the ratio of (a) the number of Ordinary Shares (calculated on an as-converted basis) held by such Participation Rights Holder, to (b) the total number of outstanding Ordinary Shares (calculated on an fully-diluted and as-converted basis) then outstanding immediately prior to the issuance of the New Securities giving rise to the Right of Participation, in which event the Ordinary Shareholders agree to waive any and all of their right of participation, statutory or contracted if any.

4.2 New Securities

"New Securities" means any Preferred Shares, any other Shares designated as "preferred shares", Ordinary Shares or other Shares, whether now authorized or not, or rights, options or warrants to purchase said equity securities, or securities of any class whatsoever that are, or may become, convertible or exchangeable into said equity securities, provided, however, that the term "New Securities" do not include:

(a) (i) any of the options, warrants or other securities arrangements to purchase any Ordinary Shares issued from time to time to employees, officers, directors, contractors, advisors or consultants of the Group Companies pursuant to an employee stock option plan having been approved pursuant to this Agreement and the Memorandum and Articles; and (ii) any Ordinary Shares issuable upon exercise or conversion of the forgoing options, warrants or other securities arrangements;

(b) any Preferred Shares issued under the Investment Agreement and any Ordinary Shares issued pursuant to the conversion thereof;

(c) any securities issued in connection with any share split, share dividend or any subdivision of Ordinary Shares or other similar event in which all the Participation Rights Holders are entitled to participate on a pro rata basis;

(d) any securities issued pursuant to a Qualified IPO as approved by the Board and the Shareholders pursuant to this Agreement and the Memorandum and Articles; and

(e) any securities issued pursuant to the acquisition of another corporation or entity by the Company by consolidation, merger, purchase of assets, or other reorganization in which the Company acquires, in a single transaction or a series of related transactions, all or substantially all assets of such other corporation or entity, or fifty percent (50%) or more of the equity ownership or voting power of such other corporation or entity, provided that such acquisition has been approved by the Board and the Shareholders pursuant to this Agreement and the Memorandum and Articles.

4.3 Procedures

(a) First Participation Notice. In the event that the Company proposes to undertake an issuance of any New Securities (in a single transaction or a series of related transactions), it shall give to each Participation Rights Holder a written notice of its intention to issue such New Securities (the "First Participation Notice"), describing the amount and

class of the New Securities, the price and the general terms upon which the Company proposes to issue such New Securities. Each Participation Rights Holder shall have thirty (30) days from the date of receipt of any such First Participation Notice (the "First Participation Period") to agree on behalf of itself or its Affiliates in writing to purchase up to such Participation Rights Holder's Pro Rata Share of such New Securities for the price and upon the terms and conditions specified in the First Participation Notice by giving a written notice to the Company and stating therein the quantity of the New Securities to be purchased (not to exceed such Participation Rights Holder's Pro Rata Share). If any Participation Rights Holder fails to so agree in writing within First Participation Period to purchase up to such Participation Rights Holder's full Pro Rata Share of an offering of such New Securities, then such Participation Rights Holder shall forfeit the right hereunder to purchase that part of its Pro Rata Share of such New Securities that it did not agree to purchase.

(b) Second Participation Notice; Oversubscription. If any Participation Rights Holder fails or declines to fully exercise its Right of Participation in accordance with Section 4.3(a) above, the Company shall promptly (but no later than three (3) Business Days after the expiration of the First Participation Period) give a notice (the "Second Participation Notice") to other Participation Rights Holders who have fully exercised their Right of Participation (the "Fully Participating Investors") in accordance with Section 4.3(a) above, which notice shall set forth the number of New Securities not purchased by the other Participation Rights Holders pursuant to Section 4.3 (a) above (such shares, the "Overallotment New Securities"). Each Fully Participating Investor shall have fifteen (15) days from the date of receipt of the Second Participation Notice (the "Second Participation Period") to notify the Company of its desire to purchase more than its Pro Rata Share of the New Securities, stating the number of the additional New Securities it proposes to buy (the "Additional Number"). Such notice may be made by telephone if confirmed in writing within two (2) Business Days. If, as a result thereof, the total number of additional New Securities the Fully Participating Investors propose to buy exceeds the total number of the Overallotment New Securities, each Fully Participating Investor who proposes to buy more than such number of additional New Securities equal to the product obtained by multiplying (i) the number of the Overallotment New Securities by (ii) a fraction, the numerator of which is the number of the Ordinary Shares (calculated on an as-converted basis) held by such Fully Participating Investor and the denominator of which is the total number of Ordinary Shares (calculated on an as-converted basis) held by all Fully Participating Investors (an "Oversubscribing Fully Participating Investor") will be cut back by the Company with respect to its oversubscription to that number of the Overallotment New Securities equal to the lesser of (x) its Additional Number and (y) the product obtained by multiplying (i) the number of the Overallotment New Securities available for subscription by (ii) a fraction, the numerator of which is the number of the Ordinary Shares (calculated on an as-converted basis) held by such Oversubscribing Fully Participating Investor and the denominator of which is the total number of the Ordinary Shares (calculated on an as-converted basis) held by all the Oversubscribing Fully Participating Investors. Each Fully Participating Investor shall be obligated to buy such number of New Securities as determined by the Company pursuant to this Section 4.3 and the Company shall so notify the Fully Participating Investors within five (5) days following the expiration date of the Second Participation Period.

4.4 Failure to Exercise

If any Participation Rights Holder fails or declines to exercise its rights or purchase all New Securities included in the First Participation Notice within the First

Participation Period or the Second Participation Period under Section 4.3(a) or Section 4.3(b)(as the case may be), the Company shall have ninety (90) days after the date of the First Participation Notice or Second Participation Notice, as the case may be, to sell the New Securities described in the First Participation Notice (with respect to which the Right of Participation hereunder were not exercised) at the same or higher price and upon non-price terms no more favorable to the purchasers thereof than specified in the First Participation Notice. The purchaser (which is not already a party to this Agreement) shall be subject to all the terms and conditions of this Agreement by executive a deed of adherence in form and substance approved by the board of the Company. In the event that the Company has not issued and sold such New Securities within such ninety (90)-day period, then the Company shall not thereafter issue or sell any New Securities without offering such New Securities to the Participation Rights Holders pursuant to this Section 4.

4.5 Limitations on Subsequent Rights

Without the prior written consent of the holders of at least a majority of the then outstanding Series A Preferred Shares, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any person or entity any participation right of any nature relating to any securities of the Company which are senior to, or on a parity with, those granted to the holders of the Series A Preferred Shares. In any event and subject to the foregoing sentence, if the Company grants to any holder of the Company's security any participation right of any nature that are superior to those of the holders of the Series A Preferred Shares, as determined in good faith by the Board (including the consent of the Series A Director), the Company shall grant such superior participation right to the holders of the Series A Preferred Shares as well.

4.6 Termination

The Right of Participation under this Section 4 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

5. RIGHTS AND RESTRICTIONS IN RESPECT OF SHARE ISSURANCE AND TRANSFER

5.1 Right of First Refusal

Subject to Sections 5.4 and 5.5 of this Agreement, each Investors (a "ROFR Holder") shall have a right (the "Right of First Refusal") to purchase all or any portion of the Shares that an Ordinary Shareholder (a "Transferor" or a "Selling Shareholder") may propose to transfer (the "Transfer Shares") to any potential third party transferee (the "Potential Transferee") as set forth in this Section 5.1.

(a) Procedure

(i) Transfer Notice. The Transferor shall give each ROFR Holder and the Company a written notice (the "Transfer Notice") describing (x) type and number of the Transfer Shares to be transferred, (y) identity of the Potential Transferee, and (z) price and other material terms upon which the Transferor proposes to transfer the Transfer Shares. The Transfer Notice shall state that the Transferor has received a definitive, bona fide offer from the Potential Transferee on the terms set forth in the Transfer Notice.

(ii) ROFR Holder's Exercise. Each ROFR Holder shall have fifteen (15) Business Days after the receipt of the Transfer Notice (the "ROFR Holder Exercise Period") to irrevocably elect to purchase all or portion of its initial pro rata share of the Transfer Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice by notifying the Transferor and the Company in writing of the number of Transfer Shares to be purchased. For the purposes of the Right of First Refusal, each ROFR Holder's "initial pro rata share" shall be determined according to (x) the aggregate number of all Shares held by such ROFR Holder on the date of the Transfer Notice in relation to (y) the aggregate number of all Shares held by all ROFR Holders on such date.

(iii) Over-Allotment. If the ROFR Holders fail to elect to purchase all the Transfer Shares, then such unpurchased Transfer Shares ("Over-Allotment Transfer Shares") shall be made available to each ROFR Holder who has elected to purchase all of its initial pro rata share of the Transfer Shares for over-allotment. Upon the earlier of (i) the expiration of the ROFR Holder Exercise Period, or (ii) the time when the Transferor has received the written notice of each ROFR Holder in respect of its exercise of the Right of First Refusal, the Transferor shall deliver an over-allotment notice to the Company and each such ROFR Holder to inform them of the aggregate number of Over-Allotment Transfer Shares that are available for over-allotment. Each of such ROFR Holders shall have five (5) Business Days after the receipt of such over-allotment notice to irrevocably elect to purchase all or portion of the Over-Allotment Transfer Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice by notifying the Transferor and the Company in writing of the number of Over-Allotment Transfer Shares to be purchased. If the aggregate number of the Over-Allotment Transfer Shares elected to be purchased by all such ROFR Holders in response to such over-allotment notice exceeds the aggregate number of the Over-Allotment Transfer Shares that are available for over-allotment, then the number of the Over-Allotment Transfer Shares shall be allocated to such ROFR Holders by allocating to each such ROFR Holder the lesser of (A) the difference between the number of Over-Allotment Transfer Shares it elects to purchase and the aggregate number of Over-Allotment Transfer Shares that has already been allocated to it, and (B) its over-allotment pro rata share of the Over-Allotment Transfer Shares that has not yet been allocated, which allocation step shall be repeated until all Over-Allotment Transfer Shares are allocated. Each such ROFR Holder who has been allocated all the Over-Allotment Transfer Shares that it has elected to purchase shall cease to participate in any subsequent allocation step. For the purposes of determining the allocation of Over-Allotment Transfer Shares that a ROFR Holders will receive in each allocation step, such ROFR Holder's "over-allotment pro rata share" shall be determined according to (x) the aggregate number of all Shares held by such ROFR Holder on the date of the Transfer Notice in relation to (y) the aggregate number of all Shares held by all ROFR Holders who participate in such allocation step on such date.

(iii) Subject to applicable securities laws, the ROFR Holders shall be entitled to apportion the Transfer Shares to be purchased among its partners and Affiliates upon a written notice to the Company and the Transferor.

(iv) Closing. If a ROFR Holder gives the Transferor a notice that it desires to purchase the Transfer Shares, then payment for the Transfer Shares to be purchased shall be made by check or wire transfer in immediately available funds of the appropriate currency, against delivery of such Transfer Shares to be purchased at a place agreed by the Transferor and the delivery of updated register of members of the Company reflecting the purchase of such Transfer Shares by such ROFR Holders, and at the time of the scheduled

closing therefor, which shall be no later than forty-five (45) Business Days following the expiration of the last period during which any ROFR Holder may elect to purchase any Transfer Share in each case.

(b) Purchase Price.

The purchase price for the Transfer Shares to be purchased by the ROFR Holders exercising their right of first refusal will be the price set forth in the Transfer Notice. If the purchase price in the Transfer Notice includes consideration other than cash, the cash equivalent value of the non-cash consideration will be previously determined by the Board (including the consent of the Series A Director) in good faith, which determination will be binding upon all ROFR Holders, absent fraud or error.

(c) Rights of the Transferor.

If any ROFR Holder exercises its right of first refusal to purchase the Transfer Shares, then, upon the date the notice of such exercise is given by such ROFR Holder, the Transferor will have no further rights as a holder of such Transfer Shares except for the right to receive payment for such Transfer Shares from the ROFR Holders in accordance with the terms of this Agreement, and the Transferor will forthwith cause all certificate(s) evidencing such Transfer Shares to be surrendered to the ROFR Holder for transfer to the ROFR Holder.

(d) Application of Co-Sale Right.

Within seven (7) Business Days after expiration of the last period during which any ROFR Holder may elect to purchase any Transfer Share, the Transferor shall give each ROFR Holder a written notice (the "First Refusal Expiration Notice") specifying either (i) that all of the Transfer Shares have been elected to be purchased by the ROFR Holders exercising rights of first refusal or (ii) that the ROFR Holders have not elected to purchase all of the Transfer Shares and that such Transfer Shares that have not been elected to be purchased by the ROFR Holders shall be subject to the co-sale right of the Co-Sale Holders described in Section 5.2 below, in which case the First Refusal Expiration Notice shall specify the Co-Sale Pro Rata Portion (as defined in Section 5.2 below) of the Transfer Shares for the purpose of such co-sale right.

5.2 Co-Sale Right

Each of the ROFR Holders that has not exercised its Right of First Refusal with respect to any Transfer Share proposed to be sold or transferred or exchanged by the Transferor (a "Co-Sale Holder") shall have the right (the "Right of Co-Sale" or "Co-Sale Right"), exercisable upon written notice to the Transferor and the Company (the "Co-Sale Notice") within twenty (20) Business Days after receipt of the First Refusal Expiration Notice (the "Co-Sale Right Period"), to participate in the sale of the Transfer Shares at the same price and subject to the same terms and conditions as set forth in the Transfer Notice. The Co-Sale Notice shall set forth the number of Shares (on an as-converted basis) that such Co-Sale Holder wishes to include in such sale or transfer or exchange, which amount shall not exceed the Co-Sale Pro Rata Portion of such Co-Sale Holder. To the extent the Co-Sale Holder exercises such Right of Co-Sale in accordance with the terms and conditions set forth below, the number of the Transfer Shares that the Transferor may sell in the transaction shall be correspondingly reduced. The co-sale right of each Co-Sale Holder shall be subject to the following terms and conditions:

(a) Co-Sale Pro Rata Portion. A Co-Sale Holder may sell all or any part of that number of Ordinary Shares held by or issuable to it (on an as-converted basis) that is equal to the product obtained by multiplying (x) the aggregate number of the Transfer Shares subject to the co-sale right hereunder by (y) a fraction, the numerator of which is the number of Ordinary Shares (on an as-converted basis) owned by such Co-Sale Holder at the time of the sale or transfer or exchange and the denominator of which is the combined number of Ordinary Shares (on an as-converted basis) at the time owned by the Transferor and all the Co-Sale Holders exercising the co-sale right hereunder (the "Co-Sale Pro Rata Portion"). The Right of Co-Sale under this Section 5.2 shall not apply with respect to any Shares sold or to be sold to the Company or the ROFR Holders under the Right of First Refusal of Section5.1. Notwithstanding the foregoing, in case that (x) the total number of Transfer Shares proposed to be sold or transferred or exchanged by the Transferor and any Shares or other securities of the Company that have been sold or transferred or exchanged by the Transferor will equal to or exceed 30% of the Shares held by such Transferor, or (y) a change of control in the Company would occur as a result of the sale or transfer or exchange of the Transfer Shares, Baidu shall have the right to exercise its co-sale right in preference among other Co-Sale Holders to sell its corresponding Co-Sale Pro Rata Portion of the Shares held by it in accordance with this Section 5.2.

(b) Transferred Shares. A Co-Sale Holder shall effect its participation in the co-sale by promptly delivering to the Transferor for transfer to the prospective purchaser instrument(s) of transfer executed by such Co-Sale Holder and one or more certificates, properly endorsed for transfer, which represent:

(i) the number of the Shares which such Co-Sale Holder elects to sell;

(ii) Preferred Shares, in the event that the Co-Sale Holder delivers certificates for that number of Preferred Shares which is at such time convertible into the number of Ordinary Shares that the Co-Sale Holder elects to sell (on an as-converted basis); provided in such case that, if the prospective purchaser objects to the sale, transfer or exchange of the Preferred Shares in lieu of the Ordinary Shares, the Co-Sale Holder shall convert such Preferred Shares into Ordinary Shares and deliver certificates for Ordinary Shares as provided in Section 5.2(b)(i) above. The Company agrees to make any such conversion concurrent with the actual transfer of such shares to the prospective purchaser; or

(iii) a combination of the above.

(c) Payment to Co-Sale Holders; Registration of Transfer. The share certificate or certificates that a Co-Sale Holder delivers to the Transferor pursuant to Section 5.2 (b) above shall be transferred to the prospective purchaser in consummation of the sale of the Transfer Shares pursuant to the terms and conditions specified in the Transfer Notice, and the Transferor shall concurrently therewith remit to the Co-Sale Holder exercising the co-sale right that portion of the sale proceeds to which the Co-Sale Holder is entitled by reason of its participation in such sale. To the extent that any prospective purchaser or purchasers prohibits such assignment or otherwise refuses to purchase shares or other securities from the Co-Sale Holders exercising the co-sale right hereunder, the Transferor shall not sell to such prospective purchaser or purchasers any Transfer Shares unless and until, simultaneously with such sale, the Transferor shall purchase such shares or other securities from the Co-Sale Holders exercising the co-sale right. The Company shall, upon surrendering by the prospective purchaser or the Transferor of the certificates for the Preferred Shares or

Ordinary Shares being transferred from the Co-Sale Holders as provided above, make proper entries in the register of members of the Company and cancel the surrendered certificates and issue any new certificates in the name of the prospective purchase or the Transferor, as the case may be, as necessary to consummate the transactions in connection with the exercise by the Co-Sale Holder of its co-sale rights under this Section 5.2.

5.3 Right to Transfer

To the extent the Transferor do not elect to purchase, and the ROFR Holders do not elect to participate in the sale of, subject to the Co-Sale Holders' Right of Co-Sale under section 5.2, the Transfer Shares subject to the Transfer Notice, the Transferor may, not later than ninety (90) days following the expiration of the last period during which any ROFR Holder may elect to purchase any Transfer Share, to sell any Transfer Shares with respect to which the ROFR Holders' Right of First Refusal were not exercised, to the Potential Transferee identified in the Transfer Notice and on the same price and upon terms not more favorable than specified in the Transfer Notice, and (ii) the third-party transferee of such Transfer Shares shall have executed a deed of accession in form and substance approved by the Board (including the consent of the Series A Director) and become a party to, and to be bound by, this Agreement (and each other relevant Transaction Agreements), assuming all the rights and obligations of the Selling Shareholder under this Agreement (and each other relevant Transaction Agreements) with respect to such Offered Shares. Any proposed transfer on terms and conditions which are materially different from those described in the Transfer Notice, as well as any subsequent proposed transfer of any Transfer Shares by the Selling Shareholder, shall again be subject to ROFR Holder's Right of First Refusal and Co-Sale Holders' Right of Co-Sale and shall require compliance by the Selling Shareholder with the procedures described in Sections 5.1 and 5.2 of this Agreement.

5.4 Permitted Transfers

The ROFR Holders' Right of First Refusal and the Co-Sale Holders' Right of Co-Sale hereunder shall not apply to (a) a repurchase of Shares from a Transferor by the Company at a price no greater than that originally paid by such Transferor for such Shares and pursuant to an agreement containing vesting and/or repurchase provisions approved by the Board, including the Series A Director; (b) if a Transferor is an entity, any sale or transfer of any Shares to any Subsidiary 100% held by such Transferor; or (c) if a Transferor is a natural person (including the Major Founders), any gratuitous transfer of no more than 20% of the Shares held by such Transferor as of the date hereof to an Immediate Family Member of such Transferor, or to a custodian, trustee, executor, or other fiduciary for the account of such Transferor's Immediate Family Member, or to a trust for such Transferor's own benefit, in each case for bona fide estate planning purposes (each such transfer, a "Permitted Transfer" and each foregoing transferee, a "Permitted Transferee"); provided that (i) the Major Founders shall at all times remain subject to the terms and restrictions set forth in this Agreement in case of transfer pursuant to Section 5.4 (b) and (c) of this Section 5.4; (ii) such Transferor shall not transfer or otherwise dispose of more than twenty percent (20%) of the Shares or other securities of the Company held by it as of the date hereof pursuant to Section 5.4 (b) and (c) of this Section 5.4 unless otherwise approved in writing by the Investor; (iii) adequate documentation therefor shall be provided to the Company and each Investor and that any Permitted Transferee (other than the Company) shall agree in writing to be bound by this Agreement (and each other relevant Transaction Agreements) in place of the relevant Transferor and shall execute a deed of accession in form and substance approved by the Board (including the approval of the Series A Director) and become a party to, and to be

bound by, this Agreement (and each other relevant Transaction Agreements) and that the Permitted Transferee shall not transfer its Shares except to the Transferor or other Permitted Transferee(s) of the Transferor; and (iv) the proposed transfer shall be in compliance with applicable laws and regulations, including without limitation, Permitted Transferee's completion of foreign exchange registration pursuant to Circular 37. For this Section 5.4, the term "Immediate Family Member" means a child, parent, spouse of a person referred to herein.

5.5 Restriction on Transfers of Shares of the Company

(a) Notwithstanding anything to the contrary contained herein, without the prior written consent or subsequent ratification of the Series A Preferred Majority, for so long as such Investors holds any Shares, none of the Major Founders and/or his Permitted Transferees shall, or in the event that any of the Major Founders and/or his Permitted Transferees holds any Shares or other securities of the Company through an entity or organization wholly owned or Controlled by him (a "Holding Vehicle"), including without limitation the Founder Holding Companies, he shall cause such Holding Vehicle not to, and the Major Founder shall cause the applicable Founders to cause such Holding Vehicle not to:

(i) sell, assign, exchange or transfer through one or a series of transactions any of Shares or other securities of the Company held directly or indirectly by them or his Permitted Transferees or the Holding Vehicle to any Person before a Qualified IPO or Trade Sale; or

(ii) pledge, hypothecate, mortgage, encumber or otherwise dispose of through one or a series of transactions any Shares or other securities of the Company held directly or indirectly by them, or his Permitted Transferees or the Holding Vehicle to any Person before a Qualified IPO or Trade Sale, provided however that, in the case where (a) the Founder or his Holding Vehicle sells, assigns, exchanges or transfers Shares or other securities of the Company held by him/it to another Founder or his Holding Vehicle, or (b) the Founders shall still hold a majority of voting rights after consummation of the prospective sale, assignment, exchange or transfer of the Shares or securities of the Company, the transferring Founder shall be given an opportunity to have full discussion with Investor regarding the background and necessity of proposed sale, assignment, exchange or transfer and the Investor shall not unreasonably withhold the consent to such transaction after taking into account these factors, and provided further that, in the case that a Major Founder or his Holding Vehicle sells, assigns, exchanges or transfers Shares or other securities of the Company held by him/it to such Shares' or securities' beneficial owners whose identity information and holding percentage of the Company has been disclosed by the Company in writing to and confirmed by the Investor prior to the closing, no prior written consent from holders of Series A Preferred Shares is required.

(b) Any attempt by any Selling Shareholder, Founder or his Permitted Transferee or Holding Vehicles to transfer any Shares or other securities of the Company in violation of this Section 5 shall be void and the Company hereby agrees it will not effect such transfer nor will it treat any alleged transferee as the holder of such Shares or other securities without the prior written approval of the holders of at least a majority of the outstanding Series A Preferred Shares.

(c) Without prejudice to other provisions of this Agreement or other Transaction Agreements, (i) each of the Selling Shareholders shall, and shall cause its

Permitted Transferees and the Holding Vehicles (if any) not to, and shall cause the Founder and the Holding Vehicles not to, without the prior written consent of the Board (including the consent of the Series A Director), transfer or dispose of any of its Shares to any person or entity that, at the time of the transfer such Selling Shareholder or Permitted Transferee or his Holding Vehicle knows, or has reasonable grounds to know, to be engaging in a business that is in direct competition of the Business of the Group Companies, or to any third party acting on behalf of such Person, unless such transfer or sale is on the open market after the date of the Qualified IPO; (ii) if the Company requests in its sole discretion, prior to and as a condition to the consummation of any proposed Transfer of Shares by any Selling Shareholder, Founder or Permitted Transferee or the Holding Vehicle, the Company shall have received a written opinion from counsel reasonably satisfactory to the Company, specifying the nature and circumstances of the proposed transfer and any related transactions of which the proposed transfer is a part, and based on such facts stating that the proposed transfer and any related transactions will not be in violation of any of the registration provisions of the Securities Act, or any applicable state securities laws; and the transfer will not result in the loss of any license or regulatory approval or exemption that has been obtained by the Group Companies and is materially useful in the conduct of their business as then being conducted or proposed to be conducted, and that the transfer will not result in a material and adverse limitation or restriction on the operations of the Group Companies, taken as a whole.

(d) Notwithstanding anything to the contrary contained herein, without the prior written consent of or ratified by the Series A Preferred Majority:

(i) Each of the Major Founders shall not, and shall not cause or permit any other Person to, and shall cause each of the Founders not to, directly or indirectly, sell, assign, transfer, pledge, mortgage, encumber or otherwise dispose of through one or a series of transactions any equity interest held or Controlled by him in any PRC Company to any Person. Any transfer in violation of this Section shall be void and each PRC Company hereby agrees it will not effect such transfer nor will it treat any alleged transferee as the holder of such equity interest without the prior written approval of the holders of a majority of the outstanding Series A Preferred Shares.

(ii) Each PRC Company shall not, and the Major Founders shall cause each PRC Company not to, issue to any Person any equity securities of such PRC Company or any options or warrants for, or any other securities exchangeable for or convertible into, such equity securities of each PRC Company.

(iii) In the case of any Holding Vehicle, each Major Founder shall not, and shall not cause or permit any Permitted Transferee or other Person to, and shall cause each of the Founders not to, directly or indirectly, effect any change in the equity interest or beneficial ownership of a Holding Vehicle, including without limitation to (A) sell, assign, transfer, pledge, mortgage, encumber or otherwise of dispose through one or a series of transactions any shares or securities held or Controlled by him in the Holding Vehicle to any Person, or (B) issue any new shares or securities to any Person.

5.6 Accession to this Agreement

Each party hereto agrees that, subject to the terms and conditions in this Agreement and the Memorandum of Articles, if any Shareholder or Major Founder transfers, whether directly or indirectly, any Shares to any third party transferee, such Shareholder or

Major Founder, as the case may be, shall cause such third party transferee to execute a deed of accession in form and substance approved by the Board (including the affirmative votes of the Series A Director) and become a party to, and to be bound by, this Agreement (and each other relevant Transaction Agreements), assuming all the rights and obligations of such Shareholder under this Agreement (and each other relevant Transaction Agreements) with respect to the Shares to be transferred.

In addition, the Major Founders shall to cause each of the Founders to fulfill obligations that Selling Shareholders shall assume under this Section 5 as if he/she were a Selling Shareholder.

5.7 Transfer by the Investor

(a) The Investor may freely assign or transfer or create encumbrances on any Shares held by it to any Person other than the Company's Competitors; provided that any assignment or transfer of the Shares held by the Investor to a third party other than the Investor's Affiliates shall comply with the procedures as provided under Section 5.7 (b) below. The transfer restrictions and requirements provided in this Section 5 (except for this Section 5.7 and Section 5.8) shall not apply to any sale or transfer of, or creation of any encumbrances on, any Shares by the Investor.

(b) If the Investor intends to assign or transfer the Shares held by it to a third party other than its Affiliates, the following procedures shall apply:

(i) The Investor shall promptly give a written notice (the "Investor Transfer Notice") to the Major Founders and the Company prior to such assignment or transfer. The Investor Transfer Notice shall describe in reasonable detail the proposed assignment or transfer including, without limitation, the number of Shares to be assigned or transferred (the "Investor Offered Shares"), the nature of such sale or assignment or transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee or acquirer.

(ii) The Major Founders shall have the right for a period of fifteen (15) Business Days following the Investor's delivery of the Investor Transfer Notice (the "Major Founders Refusal Period") to elect to purchase its respective pro rata share of the Investor Offered Shares at the same price and subject to the same material terms and conditions as described in the Investor Transfer Notice. Each Major Founder's pro rata share of the Investor Transfer Shares shall be a fraction, the numerator of which shall be the total number of the Shares and other equity securities of the Company (calculated on an as-converted basis) owned by such Major Founders on the date of the Investor Transfer Notice and the denominator of which shall be the total number of the Shares and other equity securities of the Company (calculated on an as-converted basis) held by all the Major Founders on such date.

(iii) Each Major Founders may exercise such right of first refusal and, thereby, purchase all or any portion of its pro rata share of the Investor Transfer Shares, by notifying the Investor and the Company in writing, before expiration of the Major Founders Refusal Period as to the number of such Investor Offered Shares that it wishes to purchase.

(iv) To the extent the Major Founders do not elect to purchase all the Investor Transfer Shares, the Investor may, not later than one hundred and twenty (120) days following delivery of the Investor Transfer Notice, conclude a transfer of the Investor Offered Shares in the terms and conditions as set out in the Investor Transfer Notice.

(v) The Investor shall ensure that its shareholder shall not evade the requirements as set out in this Section5.7 by transferring of shares of the Investor.

5.8 Exit Transfer

Without prejudice to other provisions herein or in any Transaction Agreements, in the event that the Founders (or the Founder Holding Companies) proposes to undertake a transfer, sale, pledge, exchange or otherwise disposition of all of its Shares, then the Major Founder, as a condition precedent to the consummation of such disposition of Shares, shall transfer, and cause the applicable Founder to transfer, all of such Founder's equity interest in any PRC Company to such Person at such consideration, free from any encumbrance and in accordance with applicable laws and the constitutional documents of such PRC Company, to the satisfaction of the holders of at least a majority of the then outstanding Preferred Shares.

5.9 Termination of rights

Unless otherwise specified, the provisions and the special rights of the shareholders under this Section 5 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

6. PROTECTIVE PROVISIONS AND PREFERENCE OF PREFERRED SHARES

6.1 Matters Requiring Consent or Subsequent Ratifications of Series A Preferred Shares

(a) In addition to any other vote or consent required elsewhere in this Agreement, the Memorandum of Articles or by any applicable statute, none of the Group Companies shall, and the Major Founders, the Founder Holding Companies shall procure that none of the Group Companies will, take any of the following actions without the affirmative vote or prior written consent of or subsequent ratification of the Series A Preferred Majority:

(i) any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the Series A Preferred Shares;

(ii) any authorization, creation or issuance by the Company of any class or series of securities, any instruments that are convertible into securities, or the reclassification of any outstanding securities into securities, having rights, powers or preferences, such as dividend rights, redemption rights or liquidation preferences, superior to or on a parity with the Series A Preferred Shares;

(iii) adoption, change or waiver of any provision of the Amended M&AA, and the articles of association, bylaws or other charter documents of any member of the Company Group;

(iv) any increase or decrease in the authorized number of shares of any class of shares or registered capital of any Group Company;

(v) any increase or decrease in the authorized size of the board of directors of any Group Company, or amend the rules of appointing the directors as provided herein, or amend the power of any director;

(vi) the declaration and/or payment of any dividends or other distributions on any securities of any Group Company;

(vii) sale, transfer, license, charge, encumbrance or otherwise disposition of any intellectual properties of any Group Company;

(viii) approval or amendment of annual business plan in respect of any proposed alteration or change to, or termination of the Principal Business, quarterly and annual budget, including fix assets investment, capital stock expansion plan, operation budget and/or financial arrangement;

(ix) appointment or change of auditors of any Group Company;

(x) any transfer, pledge, or otherwise disposal of Shares by any Shareholder (other than the Series A Shareholders), except for the transfer among the Founders and Founders Holding Companies; and

(xi) any issuance by any Group Company of any new securities or any instruments that are convertible into securities, excluding (x) any issuance of Ordinary Shares upon conversion of Series A Preferred Shares, (y) any issuance of Ordinary Shares (or options or warrants therefor) under any written equity incentive plans approved by the Board (including the consent of the Series A Director);

(xii) any repurchase or redemption of any equity securities of the Company other than pursuant to the respective redemption right of the holders of the Series A Preferred Shares as provided in this Agreement and the Memorandum of Articles or contractual rights to repurchase Ordinary Shares from the employees, officers, directors or consultants of the Group Companies upon termination of their employment or services pursuant to an agreement containing vesting and/or repurchase provisions approved by the Board, including the Series A Director;

(xiii) any merger, consolidation, share acquisition, spin-off, joint venture, or other corporate reorganization, or any transaction or series of transactions in which excess of 50% of any Group Company's voting power is transferred or in which all or substantially all the assets of any Group Company are sold, pledged, hypothecated or mortgaged;

(i) any initial public offering (excluding Qualified IPO) of any Group Company, including choice of the underwriters and the security exchange and approval of the valuation and terms and conditions for the initial public offering;

(ii) any reorganization, split, Liquidation Event or any filing by or against any Group Company for the appointment of a receiver, liquidator, administrator or

other form of external manager, or the winding up, liquidation, bankruptcy or insolvency of any Group Company; and

(iii) any alteration or change to, or termination of the Principal Business of any Group Company or any of its Subsidiaries;

(iv) any transfer, pledge, or otherwise disposal of all or main part of properties or assets of any Group Company;

(v) any new financing of the Company (debt financing or share financing or any other kind of financing) in which the issue price of any new securities of the Company is equal to or lower than the Series A Original Issue Price;

(vi) termination of, or any amendment to documents through which a Group Company effects Control over another Group Company;

(vii) any other event which may negatively affect the rights, preferences, privileges or powers of an Series A Shareholder or the Series A Preferred Shares herein;

(viii) any equity or debt financing from QIHU or Alibaba or any of its Affiliates or other Persons Controlled by its top 10 largest shareholders or management teams.

provided that, where a special resolution or an ordinary resolution, as the case may be, is required by applicable statute to approve any of the matters listed above, and such matter has not received consent of the Series A Preferred Majority, then the Series A Preferred Shares held by the holders who voted against the special resolution or the ordinary resolution, as the case may be, shall together carry the number of votes equal to ten times number of the votes of all members who voted in favour of the resolution.

6.2 Matters Requiring Consent or Subsequent Ratifications of the Series A Director

In addition to any other vote or consent required elsewhere in this Agreement, the Memorandum of Articles or by any applicable statute, none of the Group Companies shall, and the Major Founders, and the Founder Holding Companies shall procure that none of the Group Companies will, take any of the following actions without the affirmative vote or prior written consent or subsequent ratification of the Series A Director:

(a) engagement of any transaction outside of the business plan and budget of the Group Companies approved by the Board (including the Series A Director), under which any Group Company or the Group Companies as a whole is obligated to make a payment of, individually more than RMB6,000,000, or in the aggregate more than RMB10,000,000 within a quarter;

(b) acquisition or disposition of any investment in any entity (regardless if such investment may be capitalized on the Company's balance sheet or not), in a single transaction in excess of RMB6,000,000 or a series of transactions in excess of RMB10,000,000 in any financial year of any Group Company, other than investment where the target, investment method, the terms and conditions that have been explicitly set forth in

the business plan and budget of the Group Companies approved by the Board (including the Series A Director);

(c) any expenditure individually more than RMB6,000,000 by any Group Company other than as approved under above (a) or (b), or expenditure where the target, investment method, the terms and conditions have been explicitly set forth in the business plan and budget of the Group Companies approved by the Board (including the Series A Director);

(d) any purchase or sale of fixed assets or intellectual properties, individually more than RMB6,000,000, or in the aggregate more than RMB10,000,000 within any financial year, by any Group Company, and sale, transfer, license, charge, encumbrance or otherwise disposition of any intellectual property of any Group Company;

(e) appointment, replacement or removal of, and the compensation and salaries payable to the Chief Executive Officer, President, Chief Financial Officer, Chief Operating Officer, Chief Technology Officer and any other senior management personnel of any Group Company at or above the level of vice president;

(f) any transaction in excess of RMB3,500,000 involving a Group Company, on the one hand, and any other Group Company, any Group Company's employees, officers, directors or shareholders (other than the Series A Shareholders) or any Affiliate of the Group Company's shareholders (other than the Series A Shareholders) or any of its officers, directors or shareholders (other than the Series A Shareholders), on the other hand except for the employment contracts between them;

(g) any adoption or material change of any treasury policy, accounting policy, fiscal policy, or any change to the fiscal year of any Group Company;

(h) employment of any employee by any Group Company whose gross annual salary (including any bonus or any other kind of compensation) is equal to or greater than RMB 1,000,000 (or its equivalent in another currency), other than those being included in the business plan and budget of the Group Companies approved by the Board (including the affirmative vote or consent of the Series A Director);

(i) adoption or approval of the compensation systems, annual bonus distribution and allocation plans of any Group Company outside of the budget of the Group Companies approved by the Board (including the affirmative vote or consent of the Series A Director), including adoption, termination or material amendment of any employee stock option plan;

(j) any action that may obligate any Group Company or its Subsidiary to enter into any material agreements by any Group Company, including without limitation joint venture agreements, license agreements and exclusive nationwide marketing agreements, except for those have been explicitly set forth in the annual budget or business plan the Group Companies as approved by the board of the Board (including the affirmative vote or consent of the Series A Director);

(k) any purchase of shares, corporate bonds and other securities of any listed company;

(l) any incurrence of debt, or provision of any guarantee or mortgage for any indebtedness exceeding RMB6,000,000 (or its equivalent in other currency or currencies) or in excess of RMB10,000,000 at any time in any financial year, other than those being included in the business plan and budget of the Group Companies approved by the Board (including the affirmative votes of the Series A Director);

(m) establishment of any committee under the Board or the board of directors of any other Group Company;

(n) initiation, waiver, compromise, or settlement of any dispute, claim, litigation or arbitration involving claims of more than RMB5,000,000; and

(o) agreement or commitment to do any of the foregoing.

6.3 Dividends

(a) Subject to the provisions of the Memorandum of Articles or by any applicable statute, the Board may from time to time declare dividends and other distributions on the outstanding shares of the Company and authorize payment of the same out of the funds of the Company legally available therefor. Each holders of the Preferred Shares shall be entitled to receive cumulative dividends, out of any funds legally available therefor, (A) prior and in preference to any declaration or payment of any dividend on the Ordinary Shares, carried at the rate of five percent (5%) per annum of the applicable Original Issue Price (As Adjusted), for each such Preferred Share held by such holder; such dividends shall accrue when, as and if declared by the Board; (B) participate in any subsequent distribution among the Ordinary Shares pro rata based on the number of Ordinary Shares held by each holder of Preferred Shares (calculated on an as-converted basis). Unless and until any dividends or other distributions in like amount have been paid in full on the Preferred Shares (on an as-converted basis), the Company shall not declare, pay or set aside for payment, any dividend and other distributions on any other Securities or make any payment on account of, or set aside for payment, money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any other Securities or any warrants, rights, calls or options exercisable or exchangeable for or convertible into any other Securities, or make any distribution in respect thereof, either directly or indirectly, and whether in cash, obligations or shares of the Company or other property.

(b) If the Company has declared or accrued but unpaid dividends with respect to any Preferred Share upon the conversion of such share as provided in Memorandum of Articles, then the Company shall, at its discretion, opt to, (i) as agreed by the holders of such Preferred Shares to be converted, convert all such declared or accrued but unpaid dividends on such Preferred Share to be converted into the Ordinary Shares pursuant to Memorandum of Articles at the then-effective applicable Conversion Price (as defined in the Memorandum of Articles) on the same basis as such Preferred Share to be converted, or (ii) pay off all such dividends by cash upon conversion of such Preferred Shares.

6.4 Liquidation

(a) Liquidation Preferences. Upon the occurrence of any Liquidation Event, whether voluntary or involuntary, the assets of the Company legally available for distribution shall be distributed among the holders of the outstanding Shares (on an as-converted to basis) in the following order and manner:

(i) Series A Liquidation Preference. Before any distribution or payment shall be made to the holders of any Ordinary Shares, Preferred Shares (other than the Series A Preferred Shares) or any other Equity Securities of the Company, an amount equal to one hundred percent (100%) of the applicable Original Issue Price (as adjusted for any share splits, share dividends, combinations, recapitalizations and similar transactions) of the Series A Preferred Shares, plus an annual interest of ten percent (10%) (compounded annually), plus all declared but unpaid dividend with respect thereto per the corresponding Series A Preferred Shares shall be paid to each holder of the Series A Preferred Shares (the "Series A Liquidation Preference"). If, upon any liquidation, dissolution, or winding up, the assets of the Company are insufficient to make payment in full on all the Series A Preferred Shares, then such assets shall be distributed among the holders of such Series A Preferred Shares ratably in proportion to the full amounts to which they would otherwise be respectively entitled thereon;

(ii) Series B-1 & Series B-2 Liquidation Preference. After distribution or payment in full of the Series A Liquidation Preference distributable or payable on the Series A Preferred Shares pursuant to Section 6.4 (a) (i), an amount equal to one hundred percent (100%) of the applicable Original Issue Price (as adjusted for any share splits, share dividends, combinations, recapitalizations and similar transactions) of the Series B-1 Preferred Shares the Series B-2 Preferred Shares, plus an annual interest of ten percent (10%) (compounded annually),plus all dividends declared and unpaid with respect thereto per the corresponding Preferred Share shall be paid to each holder of the corresponding Preferred Shares with respect to each such Preferred Share then held by such holder (the "Series B-1 & Series B-2 Liquidation Preference"). If, upon any liquidation, dissolution, or winding up, the assets of the Company are insufficient to make payment in full on all the Series B-1 Preferred Shares and Series B-2 Preferred Shares, after distribution or payment in full of the Series A Liquidation Preference distributable or payable on the Series A Preferred Shares pursuant to Section 6.4 (a) (i), then such assets shall be distributed among the holders of such Preferred Shares ratably in proportion to the full amounts to which they would otherwise be respectively entitled thereon.

(iii) After distribution or payment in full of the Series A Liquidation Preference distributable or payable on the Series A Preferred Shares pursuant to Section 6.4 (a) (i), and the Series B-1 & Series B-2 Liquidation Preference distributable or payable on the Series B-1 Preferred Shares, Series B-2 Preferred Shares pursuant to Section 6.4 (a) (ii), the remaining assets of the Company available for distribution to members shall be distributed ratably among the holders of outstanding Ordinary Shares and the holders of outstanding Preferred Shares in proportion to the number of outstanding Ordinary Shares held by them (with outstanding Preferred Shares treated on an as-converted basis).

(b) Liquidation Event. The following events shall be treated as a liquidation (each, a "Liquidation Event") under this Section 6.4 unless waived in writing by the holders of a majority of the then outstanding Series A Preferred Shares: (i) any liquidation, winding-up, or dissolution of any Group Company, and (ii) any Trade Sale.

(c) Each Preferred Shareholder may, at its sole election, elect to waive its right to receive the liquidation preference amount under Sections 6.4(a).

6.5 Redemption

(a) Redemption of Series A Preferred Shares. The holders of the Series A Preferred Shares shall have the right to request the Company and/or the actual controller of the Group Companies and/or the Founders and/or the Founder Holding Companies to redeem

the Series A Preferred Shares held by such holders upon the occurrence of any event set forth in Section 6.5(b):

(b) Redemption Trigger Event. "Redemption Trigger Event" shall mean any of the following events:

(i) the Company fails to submit the listing application to the Stock Exchange of Hong Kong prior to June 30, 2023;

(ii) the Company fails to be listed and traded on the Main Board of the Stock Exchange of Hong Kong prior to June 30, 2024;

(iii) the aggregate revenue from main business in the consolidated statements of the Company for 2022 and 2023 is less than RMB 2 billion, or the aggregate net profit after deduction is less than RMB 80 million (for the avoidance of doubt, all financial data mentioned in this Section 6.5 (a) are calculated by using PRC GAAP and must be derived from financial statements audited by an accounting firm qualified to practice securities);

(iv) any close family member of the actual controller of the company engages directly or indirectly in any business in competition with the business engaged by the Company;

(v) upon the occurrence of an early event: (A) a material breach of the Transaction Agreements or laws and regulations by the Company or the Major Founders, or a material question of ethical integrity by the Major Founders or key management personnel of the Company, resulting in a material adverse effect on the Company, and failure to take effective remedial measures within thirty (30) business days of receipt written notice from holders of the Series A Preferred Shares; (B) the Company or the Major Founders commission of, or participation in, a fraud or act of dishonesty against the holders of the Series A Preferred Shares (C) a material change in the law occurs, resulting in serious difficulties in the operation of the main business of the Company; (D) a material change occurs to the main business of the Company without approval by the Board; (E) occurrence a change of control of the Company; (F) there is a substantial obstacle for the Company's application for initial public offering on the Stock Exchange of Hong Kong; (G) failure to obtain a standard unqualified audit report from an accounting firm qualified to practice securities; (H) occurrence of Dissolution or Liquidation of the Company;

(vi) The equity interest directly or indirectly held by the Major Founders or the actual controller of the Company is reduced by 5% or more prior to the Qualified IPO, except in the case of dilution at the time of financing or equity transfer due to employee incentive scheme.

(vii) The ninth anniversary of the date of the Series A SPA closing, if the Company has not completed a Qualified IPO;

(viii) The fundamental interest of Baidu in the Group Companies has been jeopardized or the fundamental goal of Baidu's investment in the Company becomes unachievable.

The Company and/or the actual controller of the Group Companies and/or the Founders and/or the Founder Holding Companies(the "Redeeming Parties") shall, at the written request of the holders of the Series A Preferred Shares (the "Redemption Notice"), redeem all or part of the outstanding Preferred Shares (the "Redemption Shares") requested to be redeemed, with payment of the redemption price on a date to be determined at the discretion of the Company, but in any event within sixty (60) days following the Redemption Notice (the "Redemption Price Payment Date").

(c) Redemption Price. The redemption price (the "Redemption Price") for each Redemption Share shall be the higher of the following: (A) 100% of the applicable Original Issue Price (as adjusted for any share splits, share dividends, combinations, recapitalizations and similar transactions) of the Series A Preferred Shares, plus all declared but unpaid dividends thereon, plus a 10% annual compounded interest accrued thereon (calculated since the Issue Date of the Series A Preferred Shares, until the Redemption Price has been paid in full); or (B) a fair market price of the Redemption Shares (the fair market price of the Redemption Shares shall be evaluated by an independent third party jointly selected by the Series A Investor and the Company).

(d) Procedure. At any time after the occurrence of the Redemption Trigger Event, the redemption right may be exercised by holders of the holders of the Series A Preferred Shares, by delivering the Redemption Notice to the Redeeming Parties, notifying the Redeeming Parties the number of the Redemption Shares that it requests the Redeeming Parties to redeem. On the Redemption Price Payment Date, the Redeeming Parties shall redeem all Redemption Shares by paying the respective Redemption Price provided herein to holders of the Series A Preferred Shares in cash.

(e) Failure to Pay or Insufficient Fund. If the Company and/or the actual controller of the Group Companies and/or the Founders and/or the Founder Holding Companies fail to pay, or the Company's assets and funds which are legally available on the date that any amount of aggregate Redemption Price under this Section 6.5 (d) is due are insufficient to pay in full such amount of aggregate Redemption Price to be paid on such date, (i) such assets and funds which are legally available shall be used to the extent permitted by applicable Law to pay all amount of aggregate Redemption Price due on such date, and (ii) the remaining Redemption Shares to be redeemed but with respect to which the Redemption Price due and payable has not been paid in full shall be carried forward and redeemed as soon as the Company has legally available funds or assets to redeem the remaining Redemption Shares. Any amount of Redemption Price due but not paid to holders of the Series A Preferred Shares, shall accrue interest daily (on the basis of a 365-day year) at a rate of 10 percent (10%) per annum from the applicable Redemption Date to the date on which such Redemption Price and all accrued interest thereon has been paid in full. If the Company fails (for any reason other than the failure of any Preferred Shareholder to take any action or do anything required by such Preferred Shareholder in connection with the redemption of such Preferred Shareholder's shares) to redeem any Preferred Shares on its due date for redemption then, as from such date until the date on which the same are redeemed, the Company shall not declare or pay any dividend nor otherwise make any distribution of or otherwise decrease its profits available for distribution nor redeem or repurchase any other shares or securities of the Company (other than that Preferred Shares requested to be redeemed).

(f) The redemption right of any investor under this Section 6.5 shall terminate upon first submission of an application for a Qualified IPO. Notwithstanding the

foregoing, if the Company (i) withdraws the IPO application; and (ii) the application of IPO is rejected by the applicable governmental authorities or the Stock Exchange or any other international recognized stock exchange (as the case may be);, then the Section 6.5 shall automatically be restored with effects from the date on which the abovementioned event(s) occurs (whichever is the earliest).

6.6 Automatic Conversion of Preferred Shares

For the further avoidance of doubt, notwithstanding anything to the contrary, each Preferred Share shall automatically be converted into Ordinary Shares with an conversion ratio of 1:1 for such Preferred Share in effect at the time immediately upon (a) the closing of a Qualified IPO, or (b) (i) with respect to the Series A Preferred Shares, the written consent by the Series A Preferred Majority; (ii) with respect to the Series B-1 Preferred Shares, the written consent by the Series B-1 Preferred Majority; (iii) with respect to the SeriesB-2 Preferred Shares, the written consent by the Series B-2 Preferred Majority.

6.7 Termination

Unless otherwise specified, the provisions under this Section 6 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

7. CONFIDENTIALITY AND NON DISCLOSURE

7.1 Disclosure of Terms

The terms and conditions of this Agreement and the other Transaction Agreements, any term sheet or memorandum of understanding entered into pursuant to the transactions contemplated hereby and thereby, all exhibits and schedules attached hereto and thereto, the transactions contemplated hereby and thereby, the documents, materials, and other information obtained by the holders of the Preferred Shares upon exercising the Information Rights and Inspection Rights (collectively, the "Financing Terms"), including their existence and all information of a confidential nature furnished by any party hereto and by representatives of such party to any other party hereto or any of the representatives of such other party hereto, shall be considered confidential information (the "Confidential Information") and shall not be disclosed by any party hereto to any third party except in accordance with the provisions set forth below.

7.2 Press Release

No announcement regarding any of the Financing Terms in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public may be made without the prior written consent of the Board (including the affirmative votes of the Series A Director).

7.3 Permitted Disclosures

Notwithstanding the foregoing, each of the Company and the Investor may disclose (i) the Confidential Information to its current or bona fide prospective investors, partners, fund managers, Affiliates and their respective employees, bankers, lenders, accountants, legal counsels, business partners, representatives or advisors, who need to know such information, in each case only where such Persons are informed of the confidential

nature of the Confidential Information and are under appropriate nondisclosure obligations substantially similar to those set forth in this Section 7, (ii) such Confidential Information as is required to be disclosed pursuant to routine examination requests from governmental authorities with authority to regulate such party's operations, in each case as such party reasonably deems appropriate, and (iii) the Confidential Information to any Person to which disclosure is approved in writing by the other parties hereto. Any party hereto may also provide disclosure in order to comply with applicable laws, as set forth in Section 7.4 below.

7.4 Legally Compelled Disclosure

Except as set forth in Section 7.3 above, in the event that any party hereto is requested or becomes legally compelled (including without limitation, pursuant to any applicable tax, securities, or other laws and regulations of any jurisdiction) to disclose any Confidential Information, such party (the "Disclosing Party") shall provide the other parties hereto with a prompt written notice of that fact and shall consult with the other parties hereto regarding such disclosure. At the request of the other parties hereto, the Disclosing Party shall, to the extent reasonably possible and legally permissible and with the cooperation and reasonable efforts of the other parties hereto, seek a protective order, confidential treatment or other appropriate remedy. In any event, the Disclosing Party shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information.

Notwithstanding the foregoing, the Company may disclose this Agreement and filed therewith as material contracts with the Registrar of Companies in Hong Kong and available for public inspection as required by the Listing Rules and laws and regulations of Hong Kong.

7.5 Other Exceptions

Notwithstanding any other provision of this Section 7, the confidentiality obligations of the parties hereto shall not apply to: (i) information which a restricted party learns from a third party having the right to make the disclosure, provided the restricted party complies with any restrictions imposed by the third party; (ii) information which is rightfully in the restricted party's possession prior to the time of disclosure by the protected party and not acquired by the restricted party under a confidentiality obligation; or (iii) information which enters the public domain without breach of confidentiality by the restricted party.

7.6 Other Information

The provisions of this Section 7 shall be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by any of the parties with respect to the transactions contemplated hereby.

7.7 Survival

The obligations of each party hereto under this Section 7 shall survive and continue to be binding upon such party for a period of three (3) years after the earlier of (i) the termination of this Agreement; and (ii) the first date that such party no longer holds any Shares and ceases to be a party to this Agreement.

8. ASSIGNMENT AND AMENDMENT

8.1 Assignment

Notwithstanding anything herein to the contrary:

(a) Information Rights, Inspection Rights. The rights of an Investor under Section 2.1 may be assigned to any holder of Preferred Shares; provided, however, that no party may be assigned any of the foregoing rights unless the Company is given written notice by the assigning party stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; and provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of this Agreement, including without limitation the provisions of this Section 8.

(b) Rights of Participation; Right of First Refusal; Right of Co-Sale; Protective Provisions; other Preference Rights. The rights of an Investor under Sections 4, Section 5, and Section 6 are fully assignable in connection with a transfer of the Shares entitled to such rights by such Investor, as the case may be; provided, however, that no party may be assigned any of the foregoing rights unless the Company is given a prior written notice by such assigning party at the time of such assignment, stating the name and address of the assignee and identifying the securities of the Company as to which the rights in question are being assigned and the Investor shall have had full discussion regarding such assignment with the Company; and provided further, that any such assignee shall receive such assigned rights subject to all the terms and conditions of this Agreement, including without limitation the provisions of this Section 8.

8.2 Amendment of Rights

Any provision in this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only by the written consent of (i) as to the Company, only by the Company; (ii) as to the Investors, only by the Shareholders holding at least a majority of the outstanding Series A Preferred Shares, provided, however, that any Investors may waive any of its own rights hereunder without obtaining the consent of any other Investors, provided, further, that no amendment can be made without an Investor's prior written consent if such amendment would adversely affect such Investor's rights; and (iii) as to the holders of the Ordinary Shares, by the Shareholders holding at least a majority of the outstanding Ordinary Shares; provided, however, that any holder of Ordinary Shares may waive any of its own rights hereunder without obtaining the consent of any other holder of Ordinary Shares. Any amendment or waiver effected in accordance with this Section 8 shall be binding upon the Company, the Investors, each holder of the Ordinary Shares and their respective Permitted Transferees. Notwithstanding anything to the contrary of this provision, special rights of the investors shall be terminated automatically in the manner and at the time as specified in relevant provisions herein without any further consent or approval by any investors.

9. OTHER UNDERTAKINGS OF THE COMPANY, AND THE MAJOR FOUNDERS

9.1 Full Time Commitment

Each Major Founder, jointly and severally, undertakes and covenants to the Investor that, as long as he remains an employee of any of the Group Companies or

beneficially owns any shares or securities of any Group Company, he shall commit all of his efforts to furthering the Business of the Group Companies and shall not, without the prior written consent of the Investors, either on his own account or through any of his Affiliates, or in conjunction with or on behalf of any other Person, (i) possess, directly or indirectly, the power to direct or cause the direction of the management and business operation of any entity whether (A) through the ownership of any equity interest in such entity, or (B) by occupying half or more of the board seats of the entity; or (C) by contract or otherwise; or (ii) devote time to carry out the business operation of any other entity or work for or be employed by any other entity.

9.2 Non-Competition

(a) Each Major Founder, undertakes to the Investors that, commencing from the date of this Agreement until twenty four (24) months after the later of (x) the date he ceases to be employed by any Group Company, or (y) the date he ceases to beneficially own any shares or securities of any Group Company (the "Non-Competition Period"), he will not, without the prior written consent of all the Investors, either on his own account or through any of his Affiliates, or in conjunction with or on behalf of any other Person: (i) carry out, be engaged, concerned or interested directly or indirectly whether as shareholder, director, employee, partner, agent in any business in direct competition with, or otherwise related to, the business relating to providing the Business engaged by any Group Company; (ii) solicit or entice away or attempt to solicit or entice away from any Group Company, any Person, firm, company or organization who is an employee, customer, client, representative, agent or correspondent of such Group Company or in the habit of dealing with such Group Company.

(b) In the event any entity directly or indirectly established or managed by any Major Founder, engages or will engage in any business which is the same or similar to or otherwise competes with the Business of the Group Companies, such Major Founder shall and shall cause such entity to disclose any relevant information to the Company and the Investor and transfer such business to the Company or any Subsidiary designated by the Company immediately at a price lowest possible.

9.3 Tax Matters

(a) The Company shall not, without the written consent of all the Investor, issue or transfer securities in the Company to any investor if following such issuance or transfer the Company, in the determination of counsel or accountants for any Investor, the Company would be a "Controlled Foreign Corporation" ("CFC") as defined in the U.S. Internal Revenue Code of 1986, as amended (or any successor thereto) (the "Code") with respect to the securities held by any Investor. No later than two (2) months following the end of each taxable year of the Company, the Company shall provide the following information to each Investor: (i) the Company's capitalization table as of the end of the last day of such taxable year and (ii) a report regarding the Company's status as a CFC. In addition, the Company shall provide each Investor with access to such other Company information as may be required by such Investor to determine the Company's status as a CFC to determine whether such Investor is required to report its pro rata portion of the Company's "Subpart F income" (as defined in Section 952 of the Code) on its United States federal income tax return, or to allow such Investor to otherwise comply with applicable United States federal income tax laws. The Company shall make due inquiry with its tax advisors on at least an annual basis regarding its status as a CFC and regarding whether any portion of the Company's income is Subpart F income. In the event that the Company is determined by the

Company's tax advisors or by counsel or accountants for any Investor to be a CFC with respect to the securities held by such Investor, the Company agrees to use best efforts to avoid generating Subpart F income. In the event that the Company is determined by counsel or accountants for any Investor to be a CFC with respect to the securities held by such Investor, the Company agrees, to the extent permitted by law, to annually make dividend distributions to such Investor in an amount equal to 50% of any income deemed distributed to such Investor pursuant to Section 951(a) of the Code.

(b) The Company will not be a "passive foreign investment company" within the meaning of Section 1297 of the Code (a "PFIC") at any time during the calendar year in which the Series A SPA closing occurs. The Company shall use its best efforts to avoid being a PFIC. The Company shall make due inquiry with its tax advisors on at least an annual basis regarding its status as a PFIC, and if the Company is informed by its tax advisors that it has become a PFIC, or that there is a likelihood of the Company being classified as a PFIC for any taxable year, the Company shall promptly notify each Investor of such status or risk, as the case may be. In connection with a "Qualified Electing Fund" election made by any Investor pursuant to Section 1295 of the Code or a "Protective Statement" filed by such Investor pursuant to Treasury Regulation Section 1.1295-3, as amended (or any successor thereto), the Company shall provide annual financial information to such Investor in form satisfactory to such Investor as soon as reasonably practicable following the end of each taxable year of such Investor (but in no event later than 90 days following the end of each such taxable year), and shall provide such Investor with access to such other Company information as may be required for purposes of filing U.S. federal income tax returns in connection with such Qualified Electing Fund election or Protective Statement. In the event that such Investor who has made a "Qualified Electing Fund" election must include in its gross income for a particular taxable year its pro rata share of the Company's earnings and profits pursuant to Section 1293 of the Code, the Company agrees, to the extent permitted by law, to make a dividend distribution to such Investor (no later than 90 days following the end of such Investor's taxable year or, if later, 90 days after the Company is informed by such Investor that such Investor has been required to recognize such an income inclusion) in an amount equal to 50% of the amount so included by such Investor.

(c) The Company shall take such actions, including making an election to be treated as a corporation or refraining from making an election to be treated as a partnership, as may be required to ensure that at all times the Company is treated as corporation for United States federal income tax purposes.

(d) The Company shall make due inquiry with its tax advisors on at least an annual basis regarding whether any of the Investor's interest in the Company is subject to the reporting requirements of either or both of Sections 6038 and 6038B (and the Company shall duly inform the Investor of the results of such determination), and in the event that the Company's tax advisors or any Investor's tax advisors determine that such Investor's interest in the Company is subject to any such reporting requirements, the Company agrees, upon a request from such Investor, to provide such information to such Investor as may be necessary to fulfill such Investor's obligations thereunder.

9.4 Control of Subsidiaries

(a) All material aspects of the formation, maintenance and compliance of any direct or indirect Subsidiary or entity Controlled by the Company, whether now in

existence or formed in the future, shall be subject to the review and approval by the Board (including the affirmative vote or consent of the Series A Director) and the Company shall promptly provide each Investor with copies of all material related documents and correspondence.

(b) The Company shall at any time institute and shall keep in place arrangements reasonably satisfactory to the Board (including the affirmative vote or consent of the Series A Director) such that the Company will be permitted to properly consolidate the financial results for any direct or indirect Subsidiary of the Company (including without limitation the PRC Companies) in consolidated financial statements for the Company prepared under PRC GAAP.

(c) The Company shall take all necessary actions to maintain any direct or indirect Subsidiary or entity Controlled by it, whether now in existence or formed in the future, as is necessary to conduct the Business as conducted or as proposed to be conducted.

(d) The Company shall use its best efforts to cause any direct or indirect Subsidiary, whether now in existence or formed in the future, to comply with all applicable laws.

9.5 Compliance with Law

Except as disclosed in the Disclosure Schedule of the Investment Agreement, the Group Companies shall, and the Major Founders shall cause the Group Companies to, comply with (i) all applicable PRC laws and regulations including but not limited to Circular 37 and other applicable SAFE rules and regulations, and (ii) the US Foreign Corrupt Practices Act, as amended, on an ongoing basis.

9.6 Business with Competitors of Baidu

Without the prior written consent of Baidu, the Group Companies shall not enter into any business agreement or have any business relationship with QIHU or Alibaba or any of its Affiliates or other Persons Controlled by its top 10 largest shareholders or management teams, except for the business cooperation in connection with Alipay that has been disclosed to Baidu, provided that, the provisions under this Section 9.6 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

9.7 Baidu's Right of First Offer

Notwithstanding anything to the contrary contained in this Agreement and other Transaction Agreements, if (i) any of the Group Companies proposes to issue any New Securities of the Company or other securities of any other Group Company (other than the Company) to any of Baidu's Competitors, or (ii) any of the Group Companies propose to sell, exchange, assign, transfer, deliver, license or otherwise dispose of ("Transfer") all or substantially all its properties or assets, including the Group Company's contracts and associated resources, or (iii) any of the Shareholders of any of the Group Company or Founders proposes to Transfer, whether directly or indirectly, any equity securities in any Group Company (collectively "Special Transactions"), the following shall apply:

(a) The Company or such Shareholder or Major Founder shall promptly give a written notice (a "Proposal Notice") to Baidu and all Shareholders prior to any of the Special

Transactions. The Proposal Notice shall describe in reasonable detail the proposed Special Transactions, including without limitation, the properties and assets or the amount of the equity securities to be issued or Transferred, the nature of such issuance or Transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee or acquirer.

(b) Upon receipt of the Proposal Notice with respect to the Special Transaction, Baidu shall have the irrevocable and exclusive option, at its sole discretion, to purchase, or to have any of its Affiliates purchase, any of the properties or assets or equity securities involved in such Special Transaction on the same terms and conditions as provided in the Proposal Notice.

(c) If Baidu elects to purchase, or to have any of its Affiliates purchase, any of the properties or assets or equity securities involved in such Special Transaction, Baidu shall deliver a written notice (the "Special Transaction Proposal Notice") to the Company and all of the Shareholders and if applicable, the selling Founder, of such election within forty-five (45) days of the receipt of the Proposal Notice. Upon receipt by the Company of the Special Transaction Proposal Notice, the Company and the selling Shareholder and selling Founder (if applicable) (i) shall not enter into or agree to any agreement governing the Special Transaction if Baidu elects to purchase, or to have any of its other Affiliates purchase, all of the properties or assets or equity securities included in such Special Transaction, and (ii) shall enter into an agreement with Baidu or any of its Affiliates (as designated by Baidu) on the same terms and conditions as provided in the Proposal Notice.

(d)The Company and other Shareholders and Major Founders shall take all necessary measures to effectuate Baidu's right of first offer as provided in this Section 9.7, including without limitation, other Shareholders' waiving any and all of their right of participation or right of first refusal, statutory or contracted if any, and causing the applicable Founders to comply with the procedures in this Section 9.7.

Provided that, the provisions under this Section 9.7 shall terminate upon listing date of the shares of the Company pursuant to a Qualified IPO.

10. LOCKUP OR MARKET STANDOFF

Notwithstanding anything to the contrary under this Agreement, all shareholders hereby irrevocably undertakes to the Company that it will not, within one hundred and eighty (180) days from listing date of the shares of the Company pursuant to a Qualified IPO, take any of the following actions:

(i) lend, offer, pledge, hypothecate, hedge, encumber, sell, make any short sale of, loan, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any equity securities of the Company (other than those included in such offering), whether any such transaction described in this Section10 (i) is to be settled by delivery of equity securities of the Company or such other securities, in cash or otherwise; or

(ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the equity securities of the Company, whether any such transaction described in this Section10(ii) is to be settled by delivery of equity securities of the Company or such other securities, in cash or otherwise.

The shareholders further agrees to enter into any agreement reasonably required by the underwriters to implement the foregoing, provided that, if the Company (i) withdraws the IPO application; (ii) the application of IPO is rejected by the applicable governmental authorities or the Hong Kong Stock Exchange or any other international recognized stock exchange (as the case may be); (iii) the IPO is not completed by December 31, 2023, then the Subsection 6.5 shall be restored this Section10 shall terminate automatically with effects from the date on which the abovementioned event(s) occurs (whichever is the earliest)..

11. GENERAL PROVISIONS

11.1 Notices

Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other parties, upon delivery; (b) five (5) Business Days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the other parties as set forth in Schedule of Notice; or (c) three (3) Business Days after deposit with an overnight delivery service, postage prepaid, addressed to the parties as set forth in Schedule of Notice with next Business Day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

A party may change or supplement the addresses given in Schedule of Notice, or designate additional addresses, for purposes of this Section 11.1 by giving the other party written notice of the new address in the manner set forth above.

11.2 Entire Agreement

This Agreement, together with all the exhibits hereto and thereto, constitute and contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations, both written and oral, among the Parties with respect to the subject matter hereof and thereof, including without limitation, the Prior SHA, which shall be null and void and have no further force or effect whatsoever as of the date of this Agreement.

11.3 Governing Law

This Agreement shall be governed by and construed under the laws of Hong Kong, without regard to principles of conflict of laws thereunder.

11.4 Severability

If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision

enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the parties. In such event, the parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the parties' intent in entering into this Agreement.

11.5 Third Parties

Nothing in this Agreement, express or implied, is intended to confer upon any Person, other than the parties hereto and their permitted successors and assigns any rights or remedies under or by reason of this Agreement.

11.6 Successors and Assigns

Subject to the provisions of Section 8.1, the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the parties hereto. This Agreement and the rights and obligations herein may be assigned by the Investor to any Person without the consent of the other parties hereto. None of the Major Founders, the Founder Holding Companies or any Group Company may assign its rights or delegate its obligations under this Agreement without the written consent of the Investor.

11.7 Interpretation; Captions

This Agreement shall be construed according to its fair language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe or interpret this Agreement. Unless otherwise expressly provided herein, all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement.

11.8 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

11.9 Adjustments for Share Splits, Etc.

Wherever in this Agreement there is a reference to a specific number of shares of the Preferred Shares or Ordinary Shares, then, upon the occurrence of any subdivision, combination or share dividend of the Preferred Shares or Ordinary Shares, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of shares by such subdivision, combination or share dividend.

11.10 Aggregation of Shares

All the Preferred Shares or Ordinary Shares held or acquired by the affiliated entities or persons (as defined in Rule 144 under the Securities Act) shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

11.11 Shareholders Agreement to Control

If and to the extent that there are inconsistencies between the provisions of this Agreement and those of the Memorandum of Articles, the terms of this Agreement shall prevail as between the parties hereto only (with the exception of the Company), who hereby undertake to take all actions necessary or advisable, as promptly as practicable after the discovery of such inconsistency, to amend the Memorandum of Articles so as to eliminate such inconsistency to the fullest extent as permitted by the applicable law.

11.12 Dispute Resolution

(a) Negotiation Between Parties; Mediations

The parties agree to negotiate in good faith to resolve any dispute between them arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement (the "Dispute"). If the negotiations do not resolve the Dispute to the reasonable satisfaction of all parties within thirty (30) days, Section 11.12(b) shall apply.

(b) Arbitration

Each of the parties hereto irrevocably (i) agrees that any Dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Hong Kong which shall be administered by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time of the commencement of the arbitration (the "Arbitration Rules"), (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submits to the exclusive jurisdiction of Hong Kong in any such arbitration. There shall be three (3) arbitrators, selected in accordance with the Arbitration Rules, and at least one arbitrator shall be qualified to practice Hong Kong Law. The arbitration shall be conducted in English and Chinese. The decision of the arbitration tribunal shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitration tribunal's decision in any court having jurisdiction. The parties to the arbitration shall each pay an equal share of the costs and expenses of such arbitration, and each party shall separately pay for its respective counsel fees and expenses; provided, however, that the prevailing party in any such arbitration shall be entitled to recover from the non-prevailing party its reasonable costs and attorney fees. The parties acknowledge and agree that, in addition to contract damages, the arbitrators may award provisional and final equitable relief, including injunctions, specific performance, and lost profits.

11.13 Effectiveness

This Agreement shall become effective and binding upon all parties hereto on the Effective Date.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE COMPANY:

HealthyWay Inc. For and on behalf of HealthyWay Inc. 健康之路股份有限公司

By: ________________________________ Authorised Signature(s)

Name: Zhang Wanneng（张万能）

Title: Director

HK COMPANY:

HealthyWay (HongKong) Limited For and on behalf of HealthyWay (HongKong) Limited 健康之路(香港)股份有限公司

By: ________________________________ Authorised Signature(s)

Name: Zhang Wanneng（张万能）

Title: Director

PRC DOMESTIC COMPANY:

Fujian Healthy Way Information Technology Co., Ltd.
(福建健康之路信息技术有限公司)

By: ________________________________

Name: Zhang Wanneng（张万能）

Title: Legal Representative

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE WFOES:

WFOE-1

Health Road (China) Information Technology Co., Ltd.

(健康之路（中国）信息技术有限公司)

By: ______________________

Name: Zhang Wanneng（张万能）

Title: Legal Representative

WFOE-II

Fujian Health Road Health Technology Co., Ltd.
(福建健康之路健康科技有限公司)

By: ______________________

Name: Zhang Wanneng（张万能）

Title: Legal Representative

WFOE-III
Zhejiang Health Road Health Technology Co., Ltd.
(浙江健康之路科技集团有限公司)

By: ______________________

Name: Zhang Wanneng（张万能）

Title: Legal Representative

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOUNDER HOLDING COMPANIES

AFFLUENT BASE LIMITED 豐基有限公司

AFFLUENT BASE LIMITED
豐 基 有 限 公 司

By: ______________________
Authorized Signature(s)
Name: Zhang Wanneng（张万能）
Title: Director

MAJOR FOUNDER

Signed by:______________________
Zhang Wanneng（张万能）

SIGNATURE PAGE TO SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOUNDER HOLDING COMPANIES

BEST PREMIER GROUP INVESTMENT LIMITED
佳满集团投资有限公司

For and on behalf of
BEST PREMIER GROUP INVESTMENT LIMITED
佳满集团投资有限公司

By: ______________________

Name: Chen Yong (陈勇)

Authorised Signature(s)

Title: Director

FOUNDER

Signed by: ______________________
Chen Yong (陈勇)

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOUNDER HOLDING COMPANIES

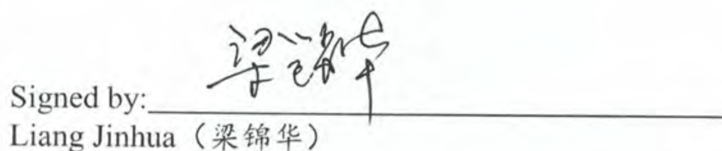
BAI SHENG ENTERPRISES LIMITED百盛企业有限公司

By: ______________________

Name: Liang Jinhua（梁锦华）

Title: Director

FOUNDER



Signed by: ______________________

Liang Jinhua（梁锦华）

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOUNDER HOLDING COMPANIES

STAR FLOURISH VENTURES LIMITED星兴创投有限公司

For and on behalf of
STAR FLOURISH VENTURES LIMITED
星興創投有限公司

By: ______________________________
Name: Liu Qizhi（刘奇志）
Authorised Signature(s)
Title: Director

FOUNDER

Signed by: ______________________________
Liu Qizhi（刘奇志）

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SERIES A INVESTOR:

BAIDU (HONG KONG) LIMITED

By: ______________________________

Name: Liu Li（刘力）

Title: Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SERIES B-1 INVESTOR:

Star Ease Health Development Limited（星怡健康发展有限公司）

For and on behalf of
STAR EASE HEALTH DEVELOPMENT LIMITED
星怡健康發展有限公司

By: ______________________________
Authorized Signature(s)

Name: [Li Guomin

Title: Director

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SERIES B INVESTOR:

Hongda Juankang Limited (宏达远康有限公司)

By: ______________________________

Name: [

Title: Director

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HW MedSpect Limited （美尊仁和有限公司）

For and on behalf of
HW MedSpect LIMITED
美尊仁和有限公司

By: ______________________________
Authorised Signature(s)

Name: [SHI WEIMIN

Title: Director

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

May Jyu Limited （美逸有限公司）

For and on behalf of
MAY JYU LIMITED
美逸有限公司

By: ______________________________

Name: [Zhang] Wande

Authorized Signature(s)

Title: Director

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Xing Da Limited （兴达有限公司）

For and on behalf of
XING DA LIMITED
興達有限公司

By: ______________________
Authorized Signature(s)

Name: [chengian

Title: Director

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Jyun Jing Limited（元璟有限公司）

For and on behalf of
JYUN JING Limited
元璟股份有限公司

By: ______________________________
Authorized Signature(s)

Name: [Chen Jing

Title: Director

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

May Syun Limited（美轩有限公司）

For and on behalf of
MAY SYUN LIMITED
美 轩 有 限 公 司

By: ______________________________

Name: [Hu Dejian

Authorized Signature(s)

Title: Director

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

May Xin Limited（美欣有限公司）

For and on behalf of
MAY XIN LIMITED
美 欣 有 限 公 司

By: ______________________________
Authorized Signature(s)

Name: [Zheng Shuxian]

Title: Director

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For and on behalf of
Strait One Investment LTD

Strait One Investment LTD（海峡一号投资有限公司）

Authorized Signature(s)

By: ______________________________

Name: Xiao Zizhan （肖自沾）

Title: Director

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For and on behalf of
KEQUAN VENTURE CAPITAL LIMITED
科泉創投有限公司

Kequan Venture Capital Limited（科泉创投有限公司）

Authorized Signature(s)

By: ______________________

Name: [Jin Yawei]

Title: Director

SIGNATURE PAGE TO
SHAREHOLDERS AGREEMENT

EXHIBIT A

PARTIES

Part I: Schedule of Major Founders

No.	Name	PRC ID Card Number
1	张万能	330106196701150579

Part II: Schedule of Founders

No.	Name	PRC ID Card Number
1	张万能	330106196701150579
2	陈勇	350104196605310094
3	梁锦华	440106196606011218
4	刘奇志	352624197008140014

Part III: Schedule of Founder Holding Companies

No.	Name	Registered Address	Director
1	AFFLUENT BASE LIMITED 豐基有限公司	2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands	Zhang Wanneng (张万能)
2	BEST PREMIER GROUP INVESTMENT LIMITED 佳满集团投资有限公司	2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands	Chen Yong (陈勇)
3	BAI SHENG ENTERPRISES LIMITED 百盛企业有限公司	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands	Liang Jinhua (梁锦华)
4	STAR FLOURISH VENTURES LIMITED 星兴创投有限公司	2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands	Liu Qizhi (刘奇志)

EXHIBIT B

DEFINITIONS

"Additional Number" has the meaning set forth in Section 4.3(b).

"Affiliate" means any other Person directly or indirectly controlling, controlled by or under common control with such Person, or, in the case of a natural person, any other Person that is controlled by such Person or is a relative of such Person, With respect to each Investor, "Affiliate" shall also include (i) any controlling shareholder of such Investor, (ii) any entity or individual which has a direct or indirect controlling interest in such controlling shareholder referred to in (i) above (including, any general partner or limited partner, if any) or any fund manager thereof; (iii) any Person that directly or indirectly controls, is controlled by, under common control with, or is managed by any controlling shareholder or any fund manager referred to in (i) and (ii) above, (iv) a child, brother, sister, parent, or spouse of any individual referred to in (ii) above, and (v) any trust controlled by or held for the benefit of such Persons referred to in (i) to (iv) above.

"Agreement" has the meaning set forth in the preamble.

"Memorandum and Articles" means the Memorandum and Articles of Association of the Company.

"As Adjusted" means as appropriately adjusted for any subsequent bonus issue, share split, consolidation, subdivision, reclassification, recapitalization or similar arrangement.

"Baidu" means BAIDU (HONG KONG) LIMITED.

"Board" means the board of directors of the Company.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by applicable laws or executive order to be closed in the PRC, Hong Kong or the Cayman Islands.

"CFC" has the meaning set forth in Section 9.3(a).

"Circular 37" means the "Notice Regarding Certain Foreign Exchange Administrative Measures on Offshore Investment and Financing and Round-trip Investments by PRC Residents Through Special Purpose Vehicles" issued by SAFE and effective as of July 14, 2014".

"Code" has the meaning set forth in Section 9.3(a).

"Company" has the meaning set forth in the preamble.

"Company's Competitors" means the operators of the website of www.dxy.cn, www.guahao.com and www.chunyuyisheng.com.

"Confidential Information" has the meaning set forth in Section 7.1.

"Control" of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of more than fifty percent (50%) of the board of directors of such Person; the term "Controlled" has the meaning correlative to the foregoing.

"Conversion Share" means the Ordinary Shares issued or issuable pursuant to conversion of the Preferred Shares.

"Co-Sale Holder" has the meaning set forth in Section 5.2.

"Co-Sale Notice" has the meaning set forth in Section 5.2.

"Co-Sale Pro Rata Portion" has the meaning set forth in Section 5.2(a).

"Co-Sale Right Period" has the meaning set forth in Section 5.2.

"Disclosing Party" has the meaning set forth in Section 7.4.

"Dispute" has the meaning set forth in Section 11.12(a).

"Effective Date" has the meaning set forth in the preamble.

"Financing Terms" has the meaning set forth in Section 7.1.

"First Participation Period" has the meaning set forth in Section 4.3(a).

"First Participation Notice" has the meaning set forth in Section 4.3(a).

"First Refusal Expiration Notice" has the meaning set forth in Section 5.1(d).

"Founders" or "Founder" has the meaning set forth in the preamble.

"Founder Holding Companies" or "Founder Holding Company" has the meaning set forth in the preamble.

"Fully Participating Investors" has the meaning set forth in Section 4.3(b).

"Governmental Authority" means any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising

executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

"Group" or "Group Companies" means the Company and its Subsidiaries (including without limitation the HK Company, the WFOEs, the PRC Domestic Company, 福建健康之路信息技术有限公司、福建健康之路健康管理有限公司、银川无边界互联网医院有限公司、宁波健康之路信息技术有限公司、福建省创科讯达通信科技有限公司、广州健康之路信息技术有限公司、陕西健康之路健康管理有限公司、江西健康之路信息服务有限公司、湖北健康之路健康科技有限公司、福清无边界大药房有限公司、福州康知科技有限公司、漳州健康之路管理有限公司、福建健康之路医疗科技有限公司、福建云联健康科技有限公司、福建健明堂大药房连锁有限公司、宁德健康之路信息技术有限公司 and a "Group Company" means any of them.

"HK Company" has the meaning set forth in the preamble.

"Holding Vehicle" has the meaning set forth in Section 5.5(a).

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC.

"IFRS" means the International Financial Reporting Standards promulgated by the International Accounting Standards Board (IASB) (which includes standards and interpretations approved by the IASB and International Accounting Principles issued under previous constitutions), together with its pronouncements thereon from time to time, and applied on a consistent basis.

"Immediate Family Member" has the meaning set forth in Section 5.4.

"Information Rights" has the meaning set forth in Section 2.1(a)(viii).

"Initiating Holders" has the meaning set forth in Section 3.3(b).

"Inspection Rights" has the meaning set forth in Section 2.1(b).

"Investor" has the meaning set forth in the preamble.

"Investor Transfer Notice" has the meaning set forth in Section 5.8 (b)(i).

"Investor Offered Shares" has the meaning set forth in Section 5.8 (b) (i).

"IPO" means a first firm-commitment underwritten initial public offering by the Company of its Ordinary Shares pursuant to a registration statement that is filed with and declared effective by either the SEC under the Securities Act or another Governmental Authority for a Registration in a jurisdiction other than the United States.

"Junior Securities" means all securities of the Company to which the Preferred Shares rank prior, with respect to dividends and upon liquidation, including, without limitation, the Ordinary Shares.

"Liquidation Event" has the meaning set forth in Section 6.4(b).

"Major Founders" or "Major Founder" has the meaning set forth in the preamble.

"Major Founders Refusal Period" has the meaning set forth in Section 5.8(b)(ii).

"New Securities" has the meaning set forth in Section 4.2.

"Non-Competition Period" has the meaning set forth in Section 9.2(a).

"Ordinary Shares" means the ordinary shares of the Company with par value of US$0.0001 per share, having the rights and privileges in this Agreement and Amended M&AA.

"Original Issue Price" shall mean the Series A Original Issue Price, Series B-1 Original Issue Price, or Series B-2 Original Issue Price.

"Overallotment New Securities" has the meaning set forth in Section 4.3(c).

"Oversubscribing Fully Participating Investor" has the meaning set forth in Section 4.3(b).

"Preferred Majority" means the Series A Preferred Majority, the Series B-1 Preferred Majority, and the Series B-2 Preferred Majority.

"Prior SHA" has the meaning set forth in the recital.

"Participation Rights Holder" has the meaning set forth in Section 4.

"Permitted Transfer" has the meaning set forth in Section 5.4.

"Permitted Transferee" has the meaning set forth in Section 5.4.

"Person" means any individual, sole proprietorship, partnership, limited partnership, limited liability company, firm, joint venture, estate, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or governmental or regulatory authority or other enterprise or entity of any kind or nature.

"PFIC" has the meaning set forth in Section 9.3(b).

"PRC" or "China" means the People's Republic of China but solely for purposes of this Agreement and other Transaction Agreements excluding Hong Kong, the Macau Special Administrative Region and the territory of Taiwan.

"PRC Companies" means the WFOEs and the PRC Domestic Company; and a "PRC Company" means any of them.

"PRC Domestic Company" has the meaning set forth in the preamble.

"PRC GAAP" means the generally accepted accounting principles in the PRC in effect from time to time.

"Preferred Shares" means the Company's Series A Preferred Shares, Series B-1 Preferred Shares, and Series B-2 Preferred Shares.

"Principal Business" means *medical service and internet health management that carried out by Group Companies*.

"Proposal Notice" has the meaning set forth in the Section 9.7(a).

"Qualified IPO" means a firm commitment underwritten registered public offering by the Company of its Ordinary Shares or by any other Group Company of such Group Company's shares pursuant to a registration statement that is filed with and declared effective by the Governmental Authority in accordance with the securities Laws of relevant jurisdiction on NASDAQ, New York Stock Exchange, the Stock Exchange of Hong Kong Limited, Shanghai Stock Exchange or Shenzhen Stock Exchange, which shall value the Company at least US$1,000,000,000, or otherwise agreed by the Series A Preferred Majority .

"Request Notice" has the meaning set forth in Section 3.3(a).

"Right of Participation" has the meaning set forth in Section 4.

"Redemption Trigger Event" has the meaning set forth in Section 6.5(b).

"Redeeming Parties"has the meaning set forth in Section 6.5(b).

"Redemption Notice"has the meaning set forth in Section 6.5(b).

"Redemption Shares"has the meaning set forth in Section 6.5(b).

"Redemption Price Payment Date" has the meaning set forth in Section 6.5(b).

"Redemption Price" has the meaning set forth in Section 6.5(c).

"SAFE" means the State Administration of Foreign Exchange of the PRC.

"Second Participation Notice" has the meaning set forth in Section 4.3(b).

"Second Participation Period" has the meaning set forth in Section 4.3(b).

"Securities Act" means the U.S. Securities Act of 1933, as amended and interpreted from time to time.

"Selling Shareholder" has the meaning set forth in Section 5.1.

"Series A Director" has the meaning set forth in Section 2.2(a)(ii).

"Series A Preferred Shares" means the series A preferred shares of the Company, par value US$0.0001 per share, having the rights and privileges in this Agreement and the Memorandum and Articles.

"Series A Shareholders" means the holders of the Series A Preferred Shares, and "Series A Preferred Shareholder" means any of them.

"Series A Preferred Majority" means the holders representing more than fifty percent (50%) of the Series A Preferred Shares then outstanding.

"Series A Original Issue Price" means a price of US$2.91 per Series A Preferred Share.

"Series B-1 Preferred Shares" means the series B-1 preferred shares of the Company, par value US$0.0001 per share, having the rights and privileges in this Agreement and the Memorandum and Articles.

"Series B-1 Preferred Majority" means the holders representing more than fifty percent (50%) of the Series B-1 Preferred Shares then outstanding.

"Series B-1 Original Issue Price" means a price of US$2.68 per Series B-1 Preferred Share.

"Series B-2 Preferred Shares" means the series B-2 preferred shares of the Company, par value US$0.0001 per share, having the rights and privileges in this Agreement and the Memorandum and Articles.

"Series B-2 Preferred Majority" means the holders representing more than fifty percent (50%) of the Series B-2 Preferred Shares then outstanding.

"Series B-2 Original Issue Price" means a price of US$2.68 per Series B-2 Preferred Share.

"Series A Liquidation Preference" has the meaning set forth in Section 6.4 (a)(i).

"Series B-1 & Series B-2 Liquidation Preference" has the meaning set forth in Section 6.4(a)(ii).

"Share" means the Ordinary Shares, the Series A Preferred Shares, the Series B-1 Preferred Shares, the Series B-2 Preferred Shares and shares of any other class or series in the share capital of the Company.

"Investment Agreement" has the meaning set forth in the recitals.

EXHIBIT B

"Shareholder" or "Shareholders" has the meaning set forth in the preamble.

"Subsidiary" means, with respect to a specific entity, (i) any entity (x) more than fifty percent (50%) of whose shares or other interests entitled to vote in the election of directors or (y) more than a fifty percent (50%) interest in whose profits or capital are owned or controlled directly or indirectly by the subject entity or through one (1) or more Subsidiaries of the subject entity, (ii) any entity whose assets, or portions thereof, are consolidated with the net earnings of the subject entity and are recorded on the books of the subject entity for financial reporting purposes in accordance with the IFRS or the U.S. GAAP, or (iii) any entity with respect to which the subject entity has the power to otherwise direct the business and policies of that entity directly or indirectly through another Subsidiary. For the avoidance of doubt, the Subsidiaries of the Company shall include the HK Company, the PRC Domestic Company and any other Subsidiary to be established by any of them from time to time.

"Subsidiary Board" has the meaning set forth in Section 2.2(c).

"Supervisor" means the supervisor of a company as defined under the PRC Laws or any other similar position with similar scope of rights and obligations under any other jurisdiction.

"Special Transaction Proposal Notice" has the meaning set forth in Section 9.7(c).

"Trade Sale" means (i) a merger, amalgamation, consolidation or other business combination of any Group Company with or into any Person, or any other transaction or series of transactions, as a result of which the shareholders of such Group Company immediately prior to such transaction or series of transactions will cease to own a majority of the voting power of the surviving entity immediately after consummation of such transaction or series of transactions, (ii) the sale, lease, pledge, transfer, exclusive license to a third party or other disposition of all or substantially all of the assets of a Group Company (including the equity securities and/or contractual arrangements by which such Group Company owns and/or Controls any other Group Company, the licenses and permits necessary to conduct the business of such Group Company in the PRC and the intellectual property assets of such Group Company) or (iii) the sale (whether by merger, reorganization or other transaction) of a majority of the outstanding voting securities of any Group Company.

"Transaction Agreements" means this Agreement, the Investment Agreement, the Memorandum and Articles, the exhibits attached to any of the foregoing and each of the agreements and other documents otherwise required in connection with implementing the transactions contemplated by any of the foregoing.

"Transfer Notice" has the meaning set forth in Section 5.1(a).

"Transferor" has the meaning set forth in Section 5.1.

"Transfer" has the meaning set forth in Section 9.7.

"U.S. GAAP" means the generally accepted accounting principles in the United States of America in effect from time to time.

"Violation" has the meaning set forth in Section 3.9(a).

"WFOEs" has the meaning set forth in the preamble.

EXHIBIT B

EXHIBIT C

The Shareholding Structure of the Company as of the date of this Agreement

No.	Name	Balance of shares
1	AFFLUENT BASE LIMITED 豐基有限公司	59,183,067
2	BEST PREMIER GROUP INVESTMENT LIMITED 佳满集团投资有限公司	18,306,100
3	BAI SHENG ENTERPRISES LIMITED 百盛企业有限公司	7,700,000
4	STAR FLOURISH VENTURES LIMITED 星兴创投有限公司	7,453,070
5	HW MedSpect LIMITED 美尊仁和有限公司	8,021,130
6	MAY JYU LIMITED 美逸有限公司	16,202,500
7	XING DA LIMITED 興達有限公司	5,559,870
8	JYUN JING LIMITED 元璟股份有限公司	8,554,980
9	MAY SYUN LIMITED 美軒有限公司	3,500,000
10	MAY XIN LIMITED 美欣有限公司	3,170,000
11	HONGDA JUANKANG LIMITED 宏達遠康有限公司	4,442,380
12	STAR EASE HEALTH DEVELOPMENT LIMITED 星怡健康發展有限公司	1,930,000
13	Baidu (Hong Kong) Limited 百度（香港）有限公司	21,249,020
14	Strait One Investment LTD（海峡一号投资有限公司）	1,109,283
15	Kequan Venture Capital Limited（科泉创投有限公司）	4,159,560

日期: 2024 年 12 月 11日

张万能先生

Affluent Base Limited
豐基有限公司

HealthyWay Inc.

健康之路股份有限公司

不竞争契据

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不竞争契据

本契据于 2024 年 12 月 11 日 由下列各方:

(1) 张万能先生（中国身份证号码：330106196701150579）；

(2) Affluent Base Limited 豐基有限公司, 一家根据英属维尔京群岛法律设立并有效存续的有限责任公司，其注册办事处位于 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands（“**Affluent Base**”）；

（上述各方合称为“**承诺方**”而承诺方可相据文义指上述其中任何一方）

为以下公司订立:

(3) HealthyWay Inc. 健康之路股份有限公司，一家根据开曼群岛法律设立并有效存续的有限责任公司，其注册办事处位于 Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman KY1-1103, Cayman Islands，其主要营业地点位于中国福建省福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 楼（“**上市公司**”）其自身及作为各其他集团公司的受托人。

鉴于:

1. 上市公司拟于香港联合交易所有限公司（下称“**联交所**”）上市委员会批准后计划以公开发售方式发行股票（“**新股**”）并于联交所主板上市及买卖（“**上市**”）。

2. 上市公司及其附属公司（下称“**上市集团**”）的主要业务列于本契据附表一。

3. 承诺方同意，在不抵触下文所列明的条款及条件的情况下，作出特定惠及上市公司（其本身及上市集团各其他成员的利益）的承诺。

经各方协商一致，为避免承诺方及/或其各自的紧密联系人与上市公司或其附属公司产生同业竞争事宜，特签订如下契约:

1. 定义

1.1 在本契据中，除非另有定义，下列词语将具以下定义。

紧密联系人	就承诺方而言，按上市规则第 1.01 条下的定义

上市集团/集团公司	指上市公司及其附属公司
香港	指中华人民共和国香港特别行政区
上市规则	指经不时修订的《香港联合交易所有限公司证券上市规则》
生效日	指本契据第 2 条条款所指的条件获得满足的当天
主板	指联交所主板市场
中国	指中华人民共和国（仅为本契据的目的，不包括香、澳门特别行政区和台湾）
招股书	指上市公司为其新股于主板上市招股刊发的招股书
限制业务	指本契据第 3 条规定由上市公司（及/或其附属公司）不时从事的、并由承诺方根据本契据承诺及保证不会与上市公司（及/或其附属公司）有(或可能有)直接或间接竞争之业务，包括但不限于本契据附表一所列的“限制业务”。
限制期间	指自上市公司股份于主板上市买卖日期起直至以下三项条件中任何一项成立（以较早发生之日为准），即（i）承诺方不再共同行使或控制上市公司股东大会30%或以上（或上市规则不时修订之控股股东定义之股权百分比）投票权；（ii）上市公司的股份不再在主板上市买卖、被除牌或撤回上市资格（临时停牌除外）；或（iii）承诺方实益拥有上市公司全部已发行股本或于当中共同或个别拥有权益当日（以较早者为准）止期间，除非本契据于该日前已经根据本契据所适用法律终止。
附属公司	按上市规则第 1.01 条下的定义

1.2 本契据内的标题只为方便参考而设，并不构成本契据的组成部分，且不应限制、改变，扩大或以其他形式影响对本契据任何条款的解释。

1.3 除非另有说明，否则本契据中对附表的阐述指本契据的附表。附表构成本契据的一部分。

1.4 本契据中对任何法律、法规、规章或规范性文件条文的提述包括不时修订、编纂或重新制定的法律、法规、规章或规范性文件条文。

1.5 除非文义另有所指，否则，凡表示单数之文字，其涵义包含复数，反之亦然，凡提述一种性别时，其涵义包含各种性别；“自然人”一词包括个人、商号、公司、法团及非属法人团体的团体；而“公司”一词包括公司及法人团体。

2. 条件

本契据自股份按招股书所述在联交所主板挂牌上市之日起生效，如股份当日（或上市公司和各承诺方同意的任何其他日子）未能在联交所上市，本契据即告无效，并终止有效，各订约方概无反对本契据下的其他订约方的任何权力，亦不得针对该等其他订约方提起诉讼。

3. 非竞争承诺

3.1 承诺方在此个别及共同地、无条件及不可撤销地向上市公司（代表其自身及其附属公司）承诺和保证，除下文第 3.2 条所列、第 4 条规定的例外情况及/或在招股书已作披露外，在限制期间内承诺方不会，并促使其紧密联系人及各承诺方所控制、管理及/或协调范围内所有的附属公司（上市集团除外）在限制期间内不会，在中国境内或境外单独或与其他自然人、法人（企业、事业法人）、合伙或组织（包括经济和非经济性质的组织），但本上市集团的任何成员除外，以任何形式（包括但不限于联营、合资、合作、合伙、承包 、租赁经营、代理、参股或借贷等形式）或以委托人、受托人身份或其他身份（在各情况下，不论为股东、董事、合伙人、代理、雇员或其他，亦不论是否为利润、奖励或其他），直接或间接投资、参与、从事及/或经营限制业务。承诺方也不会利用其作为上市公司的控股股东地位从事任何有损于上市集团利益的行为。

3.2 承诺方个别及共同地向上市公司（代表其自身及其附属公司）作出声明及承诺，在本契据生效日其本身及其紧密联系人及各承诺方所控制、管理及/或协调范围内所有的附属公司（上市集团除外），并没有从事任何限制业务，并且于任何与上市公司（及/或其附属公司）有（或可能有）直接或间接竞争的公司或企业中均不拥有任何直接或间接权益。如在限制期间内有任何业务机会提供予承诺方或其紧密联系人，而该业务机会属限制业务，承诺方应根据本契据规定立刻通知或促使其紧密联系人立刻通知上市公司该项业务机会，并将协助上市公司（及/或其任何附属公

司）以承诺方或其紧密联系人获给予的条件、较优惠条件或上市公司（及/或其任何附属公司）可接受的条件取得该业务机会。

3.3 就承诺方或承诺方之紧密联系人与上市公司（及/或其附属公司）可能发生的交易：承诺方保证，除与上市公司上市有关的重组文件另有规定外，将给予并促使其紧密联系人给予上市公司（及/或其附属公司）公平及与承诺方之紧密联系人同等的待遇。

3.4 承诺方有关限制业务的各项承诺及保证，并不限制承诺方及其紧密联系人持有上市公司的任何股份及行使上市公司的股东权利。

3.5 本契据各方为保护上市公司（及/或其附属公司）的利益，可签订补充契据，对上述限制业务的承诺作出合理、适当及必要的调整。

3.6 在订立本契据之日，承诺方个别及共同地保证及承诺如下事项均属真实和正确，并没有在任何方面被违反或有误导：

(i) 其为根据适用法律有民事行为能力的自然人或合法成立并有效存续的法人实体；

(ii) 其拥有签订及履行本契据义务的全部权利、权力及授权，并已取得签订本契据所需的所有（如适用）公司（包括所有其各自集团成员）内部同意、许可批准、登记、豁免、或者通知，及该等取得不存在法律上的障碍；

(iii) （如适用）其在本契据上签字的授权代表，已根据有效授权委托书，董事会决议或股东大会决议被授予全权签署本契据；

(iv) 本契据一经承诺方或其授权代表签署，即对其合法有效并有约束力的文件。

3.7 承诺方在此确定，为着上市集团内每一家成员公司的利益，现将本契据包含的各项限制和承诺给予上市公司（代表本身并以受托人身份代表上市集团的各家其他成员公司行事）。

3.8 在本契据有效期间，如Affluent Base发生合并、分立、解散等事宜，其他承诺方应事先书面通知上市公司，并将尽最大的努力促使合并、分立、解散等情形所致的任何存续实体签订内容大致与本契据相同的不竞争协定。

4. 竞争性商机

4.1 尽管有第 3 条的承诺，在限制期间内，若任何承诺方得悉，及任何第三方向承诺方或其紧密联系人提供（不论价值高低）从事附表一所述之“限制业务”的新业务投资或其他商机（“**竞争性商机**”）或可能构成附表一所述之“限制业务”的竞争性商机，而：

(i) 承诺方及/或其紧密联系人已将有关投资、参与、从事及/或经营该项竞争性商机的条款及详细资料（包括该项竞争性商机的性质、投资或收购成本，以及上市公司考虑是否争取该竞争性商机时所合理需要的全部其他详情）于物色目标公司（如相关）后 10 个营业日内向上市公司作事先书面通知（“**要约通知**”）；及

(ii) 上市公司已按有关法律、法规（包括上市规则）取得其董事会及/或股东会（如适用）的批准，确认其（及/或其附属公司）不计划投资或从事或经营或参与该项竞争性商机，并已向承诺方作出有关书面确认，且承诺方及/或其紧密联系人其后投资、参与、从事或经营该项竞争性商机的条件不会优越于向上市公司披露的条件，

即使该等竞争性商机所涉及的业务与上市公司（及/或其任何附属公司）的业务有直接或间接的竞争或可能有竞争，承诺方及/或其紧密联系人仍有权（但并无义务）争取投资、参与、从事或经营该竞争性商机。

4.2 收到要约通知后，上市公司将向董事会或只包括独立非执行董事的董事委员会（各种情形下均只包括独立非执行董事）（“**独立董事会**”）就有关竞争性商机是否构成限制业务寻求意见或决定。任何于竞争性商机中拥有实际或潜在利益的董事均须放弃出席（除非独立董事会特别要求其出席者则另作别论）就考虑该竞争性商机而召开的任何会议，亦不得于会上投票，且不会加入法定人数。

独立董事会考虑上市公司是否争取竞争性商机时会考虑所有相关因素。该等因素可能包括（其中包括）：争取获提供的竞争性商机带来的财务影响、竞争性商机的性质是否符合本集团的策略及发展规划以及我们业务的一般市况。如认为合适，独立董事会可委聘独立财务顾问及法律顾问协助与竞争性商机有关的决策过程；若独立非执行董事决定有关竞争性商机构成限制业务，他们将进一步审议（i）接受有关竞争性商机是否符合上市公司及股东的整体利益；及（ii）上市公司将接受或拒绝有关竞争性商机。

4.3 上市公司应尽力在收到第 4.1（i）条的书面通知后三十个营业日内（“**要约通知期**”）以书面通知承诺方及/或其紧密联系人，上市公司（及/或其附属公司）是否决定：

（i） 争取与第 4.1 条所述第三方进行有关项目；或

（ii） 在第 4.1（ii）款的情况下决定不参与有关项目。

于要约通知期间，上市公司可与第三方进行商讨，以建议或提出竞争性商机。承诺方将并将促使其紧密联系人于上述商讨中提供一切必要协助；上市公司可在适用情况下，全权酌情考虑延长要约通知期。

倘出现以下情况，承诺方有权但在所有主要方面无责任，按照要约通知所列的相同或较差条款及条件，进行、投资、参与竞争性商机（不论是独自或联同另外一名人士，亦不论是否直接或间接或代表或协助任何其他人士或与任何其他人士作出一致行动），或在竞争性商机中拥有经济或其他方式的权益：

（i） 其已收到上市公司拒绝竞争性商机的书面通知；或

（ii） 其于要约通知期内或根据相关约定已延长的要约通知期内，并无收到上市公司（不论是独自或与承诺方共同）参与或拒绝竞争性商机的意向的任何书面通知，在此情况下，上市公司须被视为已拒绝竞争性商机；

倘承诺方参与的竞争性商机性质、条款及条件有所变动，承诺方应于其知悉范围提供经修订的竞争性商机连同其所知悉的一切资料详情，以供上市公司考虑是否参与（不论是独自或与知会方共同）经修订的竞争性商机。

4.4 在下述情况下，承诺方及其紧密联系人可持有或拥有任何从事或经营与限制业务相同或相类似业务且已于一家在有关国家的法律认可的证券交易所（包括中国法律、法规认可的证券交易所）上市的公司（下称“**该公司**”）的股份或其他证券：

（i） 承诺方及其紧密联系人持有该公司的已发行股份之总和不超过该公司之已发行股本百分之五，及承诺方及其紧密联系人无权委任该公司董事或拥有对管理层超过百分之十的控制权。

4.5 倘承诺方及其紧密联系人所争取的该竞争性商机的性质、条款或条件出现任何重大变动，其须将该经修订的竞争性商机转介予上市公司，犹如该竞争性商机乃新竞争性商机。

5. 承诺方给予的承诺

于限制期间，各承诺方进一步作出以下承诺:

5.1 承诺方知悉上市公司的董事（包括独立非执行董事）于有必要时及至少每年检讨该不竞争契据的遵守情况;

5.2 承诺方授权上市公司于年报或以公告方式，披露由上市公司的董事（包括独立非执行董事）检讨，有关不竞争契据的遵守及执行情况的决定，惟有关披露须经其审阅及作出评论;

5.3 倘就承诺方从事或建议从事的若干业务是否构成限制业务上出现争议，有关事项应由上市公司的独立董事会决定，其决定为最终及具约束力的决定；及

5.4 倘出现任何实际或可能的利益冲突，承诺方将于任何上市公司董事会会议或股东大会上放弃投票，及不计入该等会议之法定人数。

6. 契据的修改

除非在事前得到本契据其他各方的书面同意，否则任何一方对本契据的任何修改均为无效。

7. 契据的终止

本契据在:

(i) 上市公司股份被撤销在联交所上市（但任何原因以致上市公司的股票暂停买卖者除外）；或

(ii) 就每位承诺方而言，如该承诺方共同或个别实益拥有上市公司全部已发行股本当日；或

(iii) 承诺方共同行使或控制上市公司股东大会少于 30% 投票权之日（或上市规则对于控股股东定义之不时修改）起终止效力。

8. 可分割性

如在任何时候，本契约的任何条文的任何方面在任何司法管辖区的法律下被认定为或变得非法、无效或不能强制执行，概不影响或损害:

(i) 本契约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

(ii) 该条文或本契据的任何其他条文在任何其他司法管辖区的法律下的合法性、有效性或可强制执行性。

9. 继任人及受让人

本契据对本契据各方、其各自的继承人及经认可的受让人均具有约束力，并可被强制执行，且须对各其他集团公司的继任人或受让人有效，并保证他们的利益。

10. 转让

上市公司可转让本契据的全部或任何部份利益，但本契据的任何其他订约方不可作出该等转让。

11. 不弃权

本契据任何订约方或任何其他集团公司延迟行使或未行使本契据下的任何权利、权力或特权概不损害该等权利、权力或特权，亦不得解释为放弃该等权利、权力或特权，及任何个别或部份行使任何上述权利、权力或特权概不妨碍进一步行使任何权利、权力或特权。

12. 进一步行动

各方同将履行（或促使履行）法律规定或可能需要或适宜之有关进一步行动及事情以及签立及交付（或促使签立及交付）有关进一步文件，以使本契据及其项下权利及义务生效，包括签立所有承诺及文件，促成召开所有会议，给予一切必要的豁免及同意以及通过所有决议，以及行使其所有权力和权利。

13. 法律程序文件代收人

各承诺方特此不可撤销地委任富睿路信财经服务有限公司（地址为香港中环皇后大道中149号华源大厦4楼）为其法律程序文件代收人，接收香港法院送达的涉及本契据的法律程序文件。各承诺方（拥有香港地址/注册地址的承诺方除外）进一步同意，在香港设置一个妥为委任的代收人，接受香港法院送达的法律程序文件，并使本契据其他订约方始终知悉该代收人的名称及地址、送达或送达该等代收人须被视为送达相关承诺方（视情况而定）。

14. 完整协议

14.1 本契据连同其中提及的任何文件一起构成订约方就本契据目标事项达成的全部协议，并取代和废除之前就该等目标事项达成的任何书面或口头草案、协议、承诺、陈述、保证及任何性质的安排。

14.2 承诺方确认，其法律顾问应向其解释本条款的效力。

15. 赔偿

若承诺方违反本契据内之承诺或其于本契据所作声明有不真实或不正确或误导之处，承诺方同意赔偿上市公司及其附属公司因此而遭受的一切违反本契据所引起之有关损失(包括但不限于业务损失)。

16. 通知

16.1 除另有特殊规定，在本契据下或涉及本契据预期进行的事项需发出的任何通知或其他通讯应以书面形式做出，并按下列方式送至第 16.2 条所列的地址和人士：

（i） 专人派送，在这种情况下，送达有关地址之时间即视为收悉；

（ii） 通过预付邮资的邮件寄送（如在香港境内），在这种情况下，邮寄之日后两个营业日即视为收悉；

（iii） 透过预付邮资的航空邮件寄送（如在香港境外），在这种情况下，邮寄之日后七个营业日即视为收悉；或

（iv） 透过电邮方式发送作出，于发送时即视为收悉。

16.2 在符合 16.3 条规定下，就本契据而言，本契据各要约方的地址及其他详情如下：

致承诺方

承诺方 : 张万能

地址 : 中国福建省福州市鼓楼区洪山镇实达公寓
2－504 室

电邮 : zhangwanneng@jkzl.com

承诺方 : Affluent Base Limited 豐基有限公司

地址 : 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands

电邮 : zhangwanneng@jkzl.com

收件人 : 张万能先生

<u>**健康之路股份有限公司 HealthyWay Inc.**</u>

地址 : 香港中环皇后大道中 149 号华源大厦 4 楼

电邮 : zhangwanneng@jkzl.com

收件人 : 谈俊纬

16.3 如第 16.2 条中详细列举的本契据任何订约方的地址或其他详情出现变化，该订约方应通知其他订约方，但该等通知只能在该等通知中指定的日期或收悉通知后五个营业日内（以较晚者为准）生效。

17. 副本

本契据可能或签署多份复本/副本（即本契据各订约方可能会在不同的复本或副本上签署）；每份复本/副本经签署、盖章和送达后均属正本，但所有副本共同构成同一文件。

18. 管辖法律

本契据在所有方面均受香港法律管辖并据此解释。本契据订约方特此不可撤销地属受香港法院的非专属司法管辖权管辖。各订约方不可撤销地同意放弃在任何时候就将任何法律程序的审判地点设置在香港法院提出任何异议的权利，以及放弃主张审判任何该等法律程序的法庭为不当法庭的权利。

本人于 2024 年 12 月 11 日谨在下方作为契据正式签署、盖印及交付为证。

由**张万能**)
作为契据**签署**、**盖印**及**交付**)
)
)
)

吴灿林

见证人姓名：吴灿林

见证人地址：

福州市鼓楼区福州软件园F区3号楼2层

张万能

豐基有限公司授权其代表于 2024 年 12 月 11 日谨在下方作为契据正式签署、盖印及交付为证。

Affluent Base Limited)
豐基有限公司)
签署、盖印并**交付**)
董事或授权代表：**张万能**)
)

吴火山林
见证人姓名：吴火山林
见证人地址：
福州市鼓楼区福州软件园F区3号楼22层

张万能

健康之路股份有限公司授权其代表于 2024 年 12 月 11 日谨在下方作为契据正式签署、盖印及交付为证。

HealthyWay Inc.	)
健康之路股份有限公司	)
作为契据**签署、盖印**及**交付**	)
董事或授权代表：**张万能**	)
	)

吴灿林

见证人姓名：吴灿林

见证人地址：

福州市鼓楼区福州软件园F区3号楼22层

张万能

附表一 限制业务

上市公司及其附属公司在招股书中“业务”一节所载本集团的现有业务活动及上市公司及其附属公司不时进行、订立、从事或投资的任何其他业务，或上市公司于联交所网站另行刊发公告，表明其有意进行、从事或投资的任何其他直接或间接构成竞争或可能构成竞争的任何业务。

基石投资协议

2024年12月16日

健康之路股份有限公司

及

横琴粤澳深度合作区产业投资基金（有限合伙）

及

建银国际金融有限公司

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附表 **1** 投资者股份

附表 **2** 投资者详情

本协议（下文简称「**本协议**」）乃于 2024 年 12 月 16 日订立，

订约方：

(1) **健康之路股份有限公司**（一家于开曼群岛注册成立的有限公司，注册办事处位于 3rd Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands，下文简称「**本公司**」）；

(2) **横琴粤澳深度合作区产业投资基金（有限合伙）**（一家在中华人民共和国注册成立的有限合伙企业，注册地址为珠海市横琴宝兴路 49-59 号 3 楼 306 室，下文简称「**投资者**」）；及

(3) **建银国际金融有限公司**（地址：香港中环干诺道中 3 号 中国建设银行大厦 12 楼，下文简称「**建银国际**」或「**独家保荐人**」）。

鉴于：

(A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市其普通股股份（定义见下文）（下文简称「**全球发售**」），包括：

(i) 本公司在香港公开发售其 2,500,000 股普通股股份（受限于重新分配）以供公众认购（下文简称「**香港公开发售**」）；及

(ii) 本公司根据证券法项下 S 规例(定义见下文)在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售 22,500,000 股普通股股份（受限于重新分配）(下文简称「**国际发售**」)。

(B) 建银国际担任全球发售的独家保荐人。

(C) 建银国际及申万宏源证券（香港）有限公司担任全球发售的整体协调人及联席全球协调人（下文简称「**联席全球协调人**」）。

(D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成**以下协议**：

1. **定义和解释**

1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**投资总额**」指发售价乘以投资者股份数量所得的金额；

「**会财局**」指香港会计及财务汇报局；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人**」 或 「**紧密联系人**」应具有上市规则赋予的含义，「**联系人**」 或 「**紧密联系人**」应作相应解释；

「**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%的投资总额计算的经纪佣金；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士**」或「**核心关连人士**」应具有上市规则赋予的含义；

「**关连关系**」应具有「中国证监会备案规则」赋予的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，截至本协议签署日应指张万能先生及豐基有限公司；

「**中国证监会**」指中国证券监督管理委员会；

「**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；

「**处置**」包括，就任何相关股份而言，直接或间接：

(i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」应具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

「**本集团**」指本公司及其附属公司；

「**港元**」指香港的法定货币；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**受弥偿方**」具有第6.5条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关资料**」具有第 6.2(j)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的股份，该等股份数目将根据附表 1 计算，由本公司及整体协调人厘定；

「**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、条例、措施、规则、规例、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或于上市日收取的现行交易征税），在每种情况下，均按投资总额计算；

「**上市日**」指股份在联交所主板的初始上市日期；

「**《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**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引及其他要求（不时经修订、补充或另行修改）；

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指股份将根据全球发售发售或出售的每股最终港元价格（不包括经纪费及征税）；

「**整体协调人**」具有《上市规则》所给予的涵义；

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）；

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

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程及申请表以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(j)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「股份」或「普通股」指本公司股本中每股面值 0.0001 美元（股份分拆前）及 0.00002 美元（股份分拆完成后）的普通股，将于联交所上市及以港元买卖；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人**」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

(a) 对**条款**、**子条款**或**附表**的提述应指本协议的条款、子条款或附表；

(b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；

(c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；

(d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；

(e) 对本协议或其他文书的提述应包含其变更或替换版本；

(f) 对法例、法例条文、法规或规则的提述应包括：

(i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；

(ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及

(iii) 对根据该等法例、法例条文、法规或规则制定的任何附属立法的提述；

(g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；

(h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(i) 对「**包括**」、「**包括**」和「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司及建银国际共同予以豁免)及在不抵触本协议所载列的其他条款及条件的前提下：

(a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过建银国际或其联属人士（作为国际发售相关部分的国际承销商的国际代表）执行上述操作；及

(b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三（3）个营业日的时间书面通知本公司及建银国际，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，但:

(a) 投资者应促使该全资附属公司于该日期向本公司及建银国际提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司及建银国际保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第6.5条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第2.2条项下的义务构成应本公司或建银国际要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司或建银国际首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人（代表彼等自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表1最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及建银国际根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方豁免(惟第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载的条件不可豁免，第3.1(e)条所载的条件仅可由本公司及建银国际共同豁免)方可作实：

(a) 香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；

(b) 本公司与整体协调人（代表彼等自身及全球发售的其他承销商）已议定发售价；

(c) 联交所上市委员会已授予股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于股份在联交所交易前撤销；

(d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(e) 本协议项下的投资者作出的声明、保证、承诺、确认及承认（截至本协议签署日）并将（截至完成时及上市日）在所有方面均准确、真实及不具误导性，投资者并无严重违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者及建银国际可能书面议定的其他日期）并未得到满足或未经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司及建银国际共同予以豁免)，投资者认购投资者股份的义务以及本公司及建银国际发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快及在任何情况下不晚于本协议终止日期起计 30 天免息退还投资者，本协议将终止及不再生效，且本公司及建银国际的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免疑义，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，本公司及建银国际保证全球发售将完成或不会延迟或终止，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成，本公司及建银国际无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司及/或建银国际或其各自的联属人士的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过建银国际（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身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式，于国际发售完成之时予以认购。

4.2 投资者应于上市日上午 8 时正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至建银国际在上市日前提前至少三(3)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。投资者如为中国境内投资者：（i）应确保不迟于上市日前三（3）个完整营业日完成上述资金的必要外汇登记手续，并将资金存入位于中国境外的银行账户; 及（ii）应根据要求及时向建银国际提供完成上述程序的证明。

4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知建银国际指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.4 在无损第 4.3 条规定的前提下，投资者股份的交割亦可以本公司、建银国际及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于上市日后的五(5)个营业日。

4.5 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司及建银国际保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司及建银国际的所有义务及责任将终止（但无损本公司及建银国际因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

4.6 本公司、建银国际及彼等各自的联属人士因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、嚴重急性呼吸系統綜合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），且他们分别有权终止本协议。

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司及建银国际立约并承诺，在自上市日起（包括该日）至上市日后六(6)个月当日止（包括该日）的期间（下文简称「**禁售期**」）的任何时间内，未经本公司及建银国际事先书面同意，投资者不会并导致其全资附属公司（倘若投资者股份由该全资附属公司持有）不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更 (定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)

订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图; 或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向。

在不抵触上一段规定的前提下，本公司及建银国际承认，于禁售期届满后，受限于适用法律的要求，投资者应可自由处置任何相关股份，并应尽一切合理努力确保任何该等处置不会造成股份的市场混乱或虚假，且另行遵循所有适用法律法规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

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

(a) 至少提前五(5)个营业日向本公司及建银国际提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号和商业登记号）、其与投资者的关系以及该全资附属公司的业务，以及按本公司及建银国际的要求，提供令其满意的证明，以证明拟受让人为投资者的全资附属公司；

(b) 在该转让之前，(i)投资者向公司及建银国际提供书面通知，并附上该转让详情，包括投资者的全资附属公司的详情；以及(ii) 该全资附属公司已作出书面承诺（向本公司及建银国际作出，以本公司及建银国际为受益人，且条款令本公司及建银国际满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

(c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；

(d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应连带承担本协议施加的所有责任及义务；

(e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司及建银国际作出，以本公司及建银国际为受益人，且条款令本公司及建银国际满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应连带承担本协议施加的所有责任及义务；及

(f) 该全资附属公司是(i)并非且将不会成为美国人；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及独家保荐人事先书面同意外，投资者及其控制的紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会于上市日起十二(12)个月内成为上市规则所指的本公司核心关连人士，并且投资者及其控制的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资者同意于获悉投资者及其紧密联系人于本公司已发行股本总额的合计持股量（不论直接和间接）达到或超过 10%（或上市规则不时就「主要股东」定义厘定的其他比例）时，以书面形式通知本公司、整体协调人及独家保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司及建银国际的合理请求，投资者将向本公司及建银国际提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应尽合理商业努力促使其控股股东、其控制的联系人及彼等各自的实益拥有人均不得，在全球发售中通过建档流程申请或订购股份（投资者股份除外）或在香港公开发售中申请股份。

5.5 投资者及其联属人士、合伙人、董事、高级管理人员、员工或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、高级管理人员、员工或代理签订任何违反或抵触上市规则（包括经不时更新或修订的《上市指南》第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。据投资者合理所知，投资者进一步确认及承诺概无其及其联属人士、合伙人、董事、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

6.1 投资者向本公司及建银国际同意、声明、保证、承诺、确认及承认：

(a) 本公司及整体协调人及彼等各自的联属人士、董事、高级管理人员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；

(b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其

是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；

(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) 发售价将仅由本公司与整体协调人（为其/彼等自身及代表全球发售的其他承销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；

(e) 投资者股份将通过建银国际或其联属人士（以国际发售的国际承销商的国际代表的身份行事）认购。投资者在此基础上无权依赖于任何由本公司或整体协调人及承销商的法律顾问在全球发售中提供的法律意见或其他建议，或者在全球发售中由本公司、整体协调人、承销商或其各自的联属人士或顾问进行的任何尽职访谈、调查或其他专业建议，投资者已自行独立获得其认为必要或适当的建议，本公司、整体协调人、独家保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；

(f) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；

(g) 投资者股份数目可能因根据《上市规则》第 18 项应用指引、《上市指南》第 4.14 章或联交所所批准且不时适用于本公司的其他百分比在国际发售与香港公开发售之间重新分配股份而受到影响；

(h) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；或（ii）《上市规则》第8.08(1)条规定的最低公众持股量或联交所另行批准的；

(i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或独家保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(j) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他

司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；

(k) 其明白及同意，转让投资者股份仅可依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；

(l) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

(m) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(i)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级管理人员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第 6.1(m)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii) 不得并应确保其（已获根据第 6.1(m)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）股份或本公司或其联属人士或联系人的其他证券或衍生工具；

(n) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免疑义:

   (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；

   (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方

式）作出或接受任何认购、收购或购买任何股份或其他证券的要约或邀约；及

(iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；

(o) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(p) 投资者或其控制的联属人士或代表其或彼等行事的任何人士均未亦不会在全球发售中就股份作出任何定向销售（定义见 S 规例）；

(q) 其已获提供其认为对评估认购投资者股份的利弊及风险所必需及适宜的所有信息，已获提供机会向本公司或建银国际提出有关本公司、投资者股份及其认为对评估认购投资者股份的利弊及风险属必需及适宜的其他相关事项的问题并获得本公司或建银国际的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(r) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司及/或建银国际（包括彼等各自的董事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司及/或建银国际及彼等各自的董事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司及/或建银国际及彼等各自的董事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(s) 整体协调人、独家保荐人、其他承销商及彼等各自的董事、高级管理人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其集团成员的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级管理人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其集团成员的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(t) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(u) 在签订本协议的时间点或之后的任何时间，但在国际配售结束之前，本公司、独家保荐人及/或整体协调人已经或可能并/或拟议与一个或多个其他投资者签订类似于本协议的协议作为国际发售的一部分；

(v) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、独家保荐人或资本市场中介人或承销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、独家保荐人或彼等各自的联系人、联属人士、董事、高级管理人员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、法律、货币或其他经济或其他后果负责；

(w) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、独家保荐人及彼等各自的任何联系人、联属人士、董事、高级管理人员、雇员、顾问、代理及代表并未作出关于投资者股份将存在公开市场的保证；

(x) 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；

(y) 若全球发售因任何原因未能完成，本公司、整体协调人、独家保荐人或彼等各自的联系人、联属人士、董事、高级管理人员、雇员、顾问、代理或代表均无需对投资者或其附属公司承担任何责任；

(z) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的股份数目；及(ii)将分别根据香港公开发售及国际发售发行的股份数目的绝对酌情权；及

(aa) 投资者已同意，投资总额及相关经纪费及征税的付款应于上市日上午8时正（香港时间）之前支付;

6.2 投资者向本公司及建银国际进一步声明、保证及承诺：

(a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；

(b) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(c) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括为获得政府及及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；

(d) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；

(e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；

(f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力，并未失效、被撤销、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果任何该等批准因任何原因不再维持十足效力及有效，或失效、被撤销、撤回或搁置，将立即以书面方式通知公司及建银国际；

(h) 投资者应在本公司和整体协调人及其各自联属人士合理要求的情况下，并在法律允许的范围内，尽快提供可能被联交所和其他政府机构（包括但不限于其他政府、公共、货币或监管机构或机关或证券交易所）要求的信息；

(i) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约

束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(j) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在任何下述监管机构规定的时间内，根据适用法律或任何下述监管机构的不时要求，向或安排向或促使向（包括直接或间接通过本公司、整体协调人及/或独家保荐人）联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管机构或机关或证券交易所（统称「**监管机构**」）提供信息并同意披露该等信息（包括但不限于：(i)投资者股份的投资者的最终实益拥有人及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于彼等各自的名称和注册地）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总额及本协议项下的禁售限制）； (iii) 涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人以及该掉期安排或其他金融或投资产品的提供者的身份资料）； 和/ 或 (iv)投资者实益拥有人及联系人与本公司及其任何股东之间的任何关连关系 （统称 「**投资者相关资料**」）。投资者进一步授权本公司、建银国际及彼等各自的联属人士、董事、职员、雇员、顾问和代表根据《上市规则》或适用法律的规定或任何相关监管机构的要求向该等监管机构和/或在任何公开文件或其他公告或文件中披露任何投资者相关资料；

(k) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii) 能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；

(l) 其为一家专业投资者，并已阅读并理解专业投资者待遇通知，承认并同意附表 3 中有关其购买本协议项下的投资者股份的专业投资者待遇通知的内容。对于本条款的目的，“专业投资者待遇通知”中的“我们”指的是公司和建银国际和其各自的联属人士，“您”指的是投资者，“我们的”和“您的”将相应地解释。就本协议项下交易而言，其并非整体协调人、联席全球协调人、独家保荐人、资本市场中介人或承销商的客户；

(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，及该投资者无权提名任何人士担任本公司董事或高级管理人员；

(n) 若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；

(o) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(p) 投资者及投资者的实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司的第三方； (ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议规定的所有义务的财务能力；及(iv)并未直接或间接接受(a)本公司任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东、或上述任何人士的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于且未曾接受任何该等人士就本公司的证券的收购、处置、投票或其他处置的指示；及(v)不属于上市规则附录 F1（股本证券的配售指引）第 5 段所述类别人士；

(q) 投资者将使用自有资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

(r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；

(s) 尽投资者合理所知，投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；

(t) 除事先以书面形式通知建银国际外，投资者及其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所述或由 FINI 界面或《上市规则》要求披露并与承配人相关的任何承配人类别（「**基石投资者**」除外）；或(b) 《上市规则》(包括第 12.08A 条)要求须于本公司的分配结果公告识别的任何承配人组别；

(u) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(v) 认购投资者股份将遵循《上市规则》附录 F1（股本证券的配售指引）及《上市指南》第 4.15 章的规定；

(w) 投资者及其紧密联系人在本公司已发行总股本中的总持有量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；

(x) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司任何关连人士、任何整体协调人、任何联席全球协调人、任何独家保荐人或全球发售的任何资本市场中介人或承销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(y) 投资者、其联属人士、董事、高级管理人员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、高级管理人员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括《上市指南》第 4.15 章）的附函；

(z) 除本协议外，投资者并未与任何政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；

(aa) 除事先以书面形式向本公司和建银国际披露的情况外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；

(bb) 投资者、其实益拥有人及/或其控制的联系人将不会申请或通过簿记建档过程认购本公司全球发售中的任何股份（根据本协议的投资者股份除外）。

6.3 投资者向本公司及建银国际声明及保证，附表 2 所载的与其及其集团成员公司有关的描述和向监管机构及 / 或公司、独家保荐人和整体协调人及其各自的联属人士提供的及/或彼等要求的所有投资者相关资料在所有方面属真实、完整及准确，且不具误导性。在不损害第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司及建银国际以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及由或代表本公司、整体协调人、联席全球协调人及/或独家保荐人就全球发售可能发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或独家保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席全球协调人、独家保荐人、承销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等

保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司及建银国际。

6.5 投资者同意及承诺，对于本公司、整体协调人、联席全球协调人、独家保荐人及全球发售的资本市场中介人及承销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级管理人员、董事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其高级管理人员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。为免生疑义，投资者在本协议中提供的弥偿责任将在本协议终止后继续存续。但是(1) 因任何原因无法完成 ODI，或(2) 因未完成 ODI 或因其他监管限制或非因投资者原因而导致投资者无法履行本协议义务，而导致第 3.1 条所载的条件未能达成的，均不应视为违约。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

(a) 其已根据开曼群岛法律注册成立并有效存续；

(b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；

(c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的股份同等的权益；

(d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、高级管理人员、雇员及代理并未与投资者或其联属人士、董事、高级管理人员、雇员及代理订立任何有悖上市规则（包括《上市指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及

(e) 除本协议规定外，本公司或本集团的任何成员及彼等各自的联属人士、董事、高级管理人员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函（为免疑义，含招股章程）所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

(a) 根据第 3.2，4.5 或 4.6 条终止；

(b) 若投资者或投资者的全资附属公司（就根据第 5.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司或建银国际可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟第 9.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 10 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损(i) 任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务;及 (ii) 任一方根据本协议第 11 条及衡平法寻求的救济 。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席全球协调人、独家保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

(a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或独家保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入由或代表本公司发布的公开文件及由或代表本公司、整体协调人及/或独家保荐人就全球发售发布的营销及路演材料及其他公告；

(b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、合伙人、董事、高级管理人员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾

问、核数师及其他顾问及其联属人士、联系人、合伙人、董事、高级管理人员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、合伙人、董事、高级管理人员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司及建银国际并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司及建银国际确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司及建银国际及彼等各自的顾问提供任何意见或验证文件。

8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司及建银国际合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司能够遵守有管辖权的监管机构（包括联交所、香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国福建省福州市鼓楼区软件大道 89 号福州软件园 F 区 3 号楼 22 层
电邮：	liguomin@jkzl.com
传真：	N/A
收件人：	李国民

若发送至投资者，则发送至：

地址：	北京市朝阳区建国门外大街一号国贸写字楼 B 座 26 层中金资本
电邮：	yaqing.wang@cicc.com.cn
传真：	N/A
收件人：	王雅清

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
电邮：	PROJECT_BENBEN@ccbintl.com
传真：	+852 2523 1943
收件人：	Leslie Yuen 袁晓东/ Rucy Zhang 张汝昕

9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。

10.3 投资者、本公司及建银国际应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.4 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。

10.5 本协议将仅以中文版本签署。

10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

10.8 本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，即便投资者可根据第 4 条约定完成投资者股份的认购，但涉及当时已履行的事宜及经各方书面同意终止的条文除外。

10.9 本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.10 在本第 10.10 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：

(a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

(b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。

10.11 建银国际有权且特此获授权将其任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，建银国际仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。

10.12 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.14 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何

一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.15 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司及建银国际应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为中文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

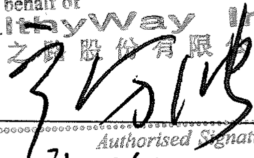
13 副本

13.1 本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

健康之路股份有限公司



姓名： 张万能

职衔： 执行董事

为及代表

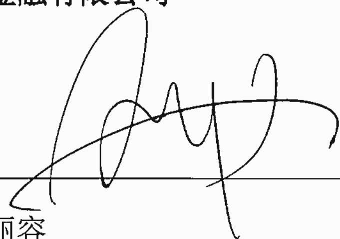
横琴粤澳深度合作区产业投资基金（有限合伙）

姓名：许中超

职衔：基金委派代表

为及代表

建银国际金融有限公司



姓名：潘丽容

职衔：董事总经理

附表 1 投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于 95,000,000 人民币的等值港元（按投资者兑换港元时的支付银行的人民币兑港元实际汇率计算）（包含投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 500 股股份）。

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），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的股份重新分配的影响。倘香港公开发售中的股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。

附表 2 投资者详情

投资者

注册成立地点：	中国
统一社会信用代码：	91440400MACQ6YJE34
主要业务：	以私募基金从事股权投资、投资管理、资产管理等活动；以自有资金从事投资活动
最终实益拥有人：	横琴粤澳深度合作区财政局
最终实益拥有人的注册成立地点：	N/A
最终实益拥有人的商业登记号码:	N/A
最终实益拥有人的主要业务活动：	N/A
股东及持有的权益：	于最后实际可行日期，横琴产业投资基金由(i)横琴粤澳深度合作区财政局持有99.9999%，及(ii)中金资本运营有限公司持有 0.0001%
待插入招股章程的投资者描述：	横琴产业投资基金为于 2023 年 7 月 12 日在中国成立的有限合伙企业，主要从事股权投资、投资管理及资产管理。于最后实际可行日期，横琴产业投资基金由(i)其有限合伙人横琴粤澳深度合作区财政局持有 99.9999%，及(ii)其普通合伙人中金资本运营有限公司（「中金资本」）持有 0.0001%并管理。中金资本为中国国际金融股份有限公司（「中金公司」，于上海证券交易所（股份代号：601995.SH）及香港联交所（股份代号：3908.HK）上市）的全资附属公司。

相关投资者类别（联交所FINI承配人名单模板所述或由FINI界面要求披露）：	基石投资者 关连客户[1]

[1] 包括所有相关投资者类别：(i)发行人的现有或过往雇员，(ii)发行人的顾客或客户；(iii)发行人的供应商；(iv)独立定价投资者(定义见《上市规则》第 18C 章)； (v)全权托管投资组合(定义见《上市规则》附录 F1)；(vi)全权信托；(vii)中国政府机构(定义见《上市规则》)；(viii)关连客户(定义见《上市规则》附录 F1)； (ix)现有股东，董事或紧密联系人(定义见《上市规则》第 1 章)；(x)保荐人或紧密联系人；(xi)包销商及／或分销商或其紧密联系人；或(xii)非证监会认可基金。

Executed Version

DATED DECEMBER 16, 2024

HEALTHYWAY INC.

ZHANG WANNENG

AFFLUENT BASE LIMITED

CCB INTERNATIONAL CAPITAL LIMITED

SHENWAN HONGYUAN SECURITIES (H.K.) LIMITED

and

THE HONG KONG UNDERWRITERS
(named in Schedule 1)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of
initially 2,500,000 Shares
of par value of US$0.00002 each in the share capital of

HEALTHYWAY INC.

being part of a global offering of initially
25,000,000 Shares

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THIS AGREEMENT is made on December 16, 2024

BETWEEN:

(1) **HEALTHYWAY INC.**, a company incorporated in the Cayman Islands with limited liability, whose registered address is at 3rd Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands (the "**Company**");

(2) **MR. ZHANG WANNENG**, a PRC citizen with ID number of 330106196701150579 and whose address is at Room 2–504, Shida Apartment, Hongshan Town, Gulou District, Fuzhou, Fujian, the PRC ("**Mr. Zhang**");

(3) **AFFLUENT BASE LIMITED**, an BVI business company with limited liability incorporated in the British Virgin Islands having its registered address at 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands ("**Affluent Base**");

(4) **CCB INTERNATIONAL CAPITAL LIMITED** of 12th Floor, CCB Tower, 3 Connaught Road Central, Central, Hong Kong ("**CCBI**");

(5) **SHENWAN HONGYUAN SECURITIES (H.K.) LIMITED** of Level 6, Three Pacific Place, 1 Queen's Road East, Hong Kong ("**SWHY**"); 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 an exempted company incorporated in the Cayman Islands with limited liability on November 18, 2014 under the laws of Cayman Islands, and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on January 7, 2022. As at the date of this Agreement, the Company has an authorised share capital of US$50,000 with a nominal value of US$0.0001 each and an issued share capital of 170,540,960 Shares (consisting of 142,919,560 Shares and 2,771,060 Preferred Shares) of US$0.0001 each. The Share Subdivision shall take effect immediately before the listing of the Shares on the Stock Exchange, whereby each Share with nominal value of US$0.0001 will be subdivided into five Shares with nominal value of US$0.00002 each.

(B) As at the date of this Agreement, the Controlling Shareholders are interested in, directly or indirectly, 59,183,067 Shares, representing approximately 34.70% of the issued share capital of the Company. Upon completion of the Global Offering, the Controlling Shareholders will collectively be interested in and will control an aggregate of approximately 33.71% of the total issued share capital of the Company. The Controlling Shareholders will remain as Controlling Shareholders of the Company upon Listing.

(C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell new Shares to the public in Hong Kong in the Hong Kong Public Offering, and the Company will concurrently offer and sell Shares to institutional and professional investors outside the United States in offshore transaction in reliance on Regulation S under the Securities Act in the International Offering. CCBI and SWHY are acting as the Overall Coordinators and the Joint Global Coordinators of the Global Offering.

(D) In conjunction with the Global Offering, the Company has made an application to the Stock Exchange for the approval of the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange. CCBI is acting as the Sole Sponsor and the Sponsor-OC in relation to the Company's listing application.

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

(F) Each of the Warrantors has agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.

(G) The International Underwriting Agreement is intended to be entered into, among others, the Company, the Controlling Shareholders and the International Underwriters, pursuant to which the International Underwriters will agree to severally (and not jointly or jointly and severally) purchase or procure investors to purchase Shares offered by the Company in the International Offering, upon and subject to the terms and conditions therein contained.

(H) The Company has appointed Tricor Services (Cayman Islands) to act as its principal share registrar and transfer agent in the Cayman Islands and Computershare Hong Kong Investor Services Limited to act as the Share Registrar.

(I) The Company has appointed CMB Wing Lung Bank Limited as the Receiving Bank for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.

(J) In connection with the Global Offering, the Company has had completed the filing procedures with the CSRC on June 24, 2024, authorizing the Company to proceed with the Global Offering and the listing of the Shares on the Stock Exchange.

(K) The Company, the Controlling Shareholders, the Sole Sponsor, the Overall Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.

(L) Pursuant to the written resolutions approved by the Board on December 11, 2024 (a) the Global Offering has been approved; (b) all necessary authorisations have been obtained for issuing the Offer Shares; (c) the Articles of Association have been approved; and (d) the Board has approved, and any Director was authorised to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

(M) Pursuant to the written shareholders' resolutions of the Company dated December 11, 2024, resolutions were passed to approve the Global Offering and the issue of Shares pursuant thereto.

(N) In connection with the Global Offering, the Company has obtained notification from the CSRC dated June 24, 2024 on the Company's completion of the PRC filing procedures in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

"**Acceptance Date**" means December 23, 2024, being the date on which the Application Lists close in accordance with Clause 4.4;

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

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

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

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

"**Application Proof**" means the application proof of the Hong Kong Prospectus posted on the Stock Exchange's website at http://www.hkexnews.hk on September 13, 2024;

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

"**Articles of Association**" means the amended and restated memorandum and articles of association of the Company approved by shareholders' resolutions of the Company on December 11, 2024, which will take effect on the Listing Date and as amended, supplemented or otherwise modified from time to time;

"**associate**" or "**close associate**" has the meaning given to it in the Listing Rules;

"**Authority**" means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organisation or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic or foreign (including, without limitation, the SFC, the Stock Exchange and the CSRC);

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

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

"**Business Day**" means any day (other than a Saturday, Sunday or public holiday 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;

"**Capital Market Intermediaries**" means CCBI, SWHY, BOCI Asia Limited, China Everbright Securities (HK) Limited, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited, Livermore Holdings Limited, Ruibang Securities Limited, Sinolink Securities (Hong Kong) Company Limited, Victory Securities Company Limited, Zhongtai International Securities Limited and Patrons Securities Limited, being the capital market intermediaries of the Global Offering, and each being a "Capital Market Intermediary";

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

"**Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

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

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

"**Condition(s)**" means the conditions precedent set out in Clause 2.1;

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

"**connected person**" or "**core connected person**" has the meaning given to it in the Listing Rules;

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

"**Consolidated Affiliated Entities**" means the entities that are controlled by the Company and consolidated into the Group through the Contractual Arrangements, as amended or supplemented to from time to time;

"**Contractual Arrangements**" means the series of contractual arrangements through which the Company controls and derives economic benefits from the Consolidated Affiliated Entities;

"**Controlling Shareholders**" has the meaning ascribed to it under the Listing Rules and, unless the context requires otherwise, refers to Mr. Zhang and Affluent Base.

"**Cornerstone Investment Agreement**" means the cornerstone investment agreement entered into among, *inter alia*, the Company, CCBI and the cornerstone investor as described in the Hong Kong Prospectus;

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

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

"CSRC Filing Report" means the filing report of the Company in relation to the Global Offering, submitted to the CSRC on June 16, 2023 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

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

"CSRC Rules" means the CSRC Filing Rules and the CSRC Archive Rules;

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

"**Disclosure Guidelines**" means the Guidelines on Disclosure of Inside Information issued by the SFC effective on January 1, 2013;

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

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

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

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

"**FINI Agreement**" means the FINI agreement dated November 6, 2024 and entered into between the Company and HKSCC;

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

"**Global Offering**" means the Hong Kong Public Offering and the International Offering;

"**Group**" means the Company, its Subsidiaries and the Consolidated Affiliated Entities from time to time and the expression "**member of the Group**" shall be construed accordingly;

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

"**HKSCC**" means Hong Kong Securities Clearing Company Limited;

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

"**Hong Kong Offer Shares**" means the 2,500,000 new Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.6, 4.11 and 4.12;

"**Hong Kong Prospectus**" means the prospectus in agreed form, relating to the Hong Kong Public Offering, to be issued by the Company, and all amendments or supplements thereto;

"**Hong Kong Prospectus Date**" means the date of issue of the Hong Kong Prospectus, which is expected to be on or around December 18, 2024;

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

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

"**Hong Kong Public Offering Documents**" means the Hong Kong Prospectus and the Formal Notice;

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

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

"**Hong Kong Public Offering Underwriting Commitment**" means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.6, 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 Share Registrar**" means Computershare Hong Kong Investor Services Limited;

"**Hong Kong Share Registrar Agreement**" means the agreement dated March 1, 2023 and the supplementary agreement dated June 7, 2024 entered into between the Company and the Hong Kong Share Registrar;

"**Hong Kong Underwriters**" means the underwriters whose names and addresses are set out in Schedule 1;

"**Hong Kong Underwriter's Application**" means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

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

"**Indemnified Parties**" mean (i) the Sole Sponsor, the Overall Coordinator, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters; (ii) their respective affiliates and their delegates referred to in Clause 3.8; (iii) their respective partners, directors, officers, employees, representatives and authorized agents; (iv) all partners, directors, officers, employees, representatives and authorised agents of their respective affiliates, "**Indemnified Party**" means any one of them;

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

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

"**International Offer Shares**" means the 22,500,000 Shares to be initially offered to investors at the Offer Price under the International Offering, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

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

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

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

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

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

"**Joint Bookrunners**" means CCBI, SWHY, BOCI Asia Limited, China Everbright Securities (HK) Limited, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited, Livermore Holdings Limited, Ruibang Securities Limited, Sinolink Securities (Hong Kong) Company Limited, Victory Securities Company Limited and Zhongtai International Securities Limited, being the joint bookrunners to the Global Offering;

"**Joint Global Coordinators**" means CCBI and SWHY, being the joint global coordinators to the Global Offering;

"**Joint Lead Managers**" means CCBI, SWHY, BOCI Asia Limited, China Everbright Securities (HK) Limited, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited, Livermore Holdings Limited, Ruibang Securities Limited, Sinolink Securities (Hong Kong) Company Limited, Victory Securities Company Limited, Zhongtai International Securities Limited and Patrons Securities Limited, being the joint lead managers to the Global Offering;

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

"**Listing Committee**" means the listing committee of the Stock Exchange;

"**Listing Date**" means the first day on which the Shares commence trading on the Main Board of the Stock Exchange (which is expected to be on December 30, 2024 or such other day as the Company and the Sole Sponsor may agree);

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

"**Main Board**" means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from, and operated in parallel with, the GEM of the Stock Exchange;

"**Material Adverse Effect**" means a material adverse change, or any development involving a prospective material adverse change, in or affecting the assets, liabilities, business, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company and the other members of the Group, taken as a whole;

"**Nominee**" means CMB Wing Lung (Nominees) Limited;

"**OC Announcement**" means the announcement dated September 13, 2024 setting out the names of the Overall Coordinators appointed by the Company effecting a placing

involving bookbuilding activities (as defined under the Code of Conduct) in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

"**OC Engagement Letter**" means the engagement letter dated June 27, 2023 in respect of the Global Offering entered into between SWHY as an Overall Coordinator and the Company;

"**Offer Price**" means the final offer price per Share (exclusive of the Brokerage, the Trading Fee and the Transaction Levies) at which the Offer Shares are to be purchased under the Global Offering, to be determined in accordance with Clause 2.5;

"**Offer Shares**" means the Hong Kong Offer Shares and the International Offer Shares, being offered at the Offer Price under the Global Offering;

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

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

"**Overall Coordinators**" means CCBI and SWHY, being the overall coordinators appointed by the Company in connection with its proposed Global Offering;

"**PHIP**" means the post hearing information pack of the Company posted on the Stock Exchange's website at http://www.hkexnews.hk on December 11, 2024 including each amendment and supplement thereto posted on the website of the Stock Exchange from such date through the time of registration of the Hong Kong Prospectus (if any);

"**PRC**" means the People's Republic of China which, for the purposes of this Agreement, shall not include Hong Kong, Macau Special Administrative Region of the People's Republic of China and Taiwan;

"**Preliminary Offering Circular**" means the preliminary offering circular dated December 18, 2024 issued by the Company and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

"**Price Determination Agreement**" means the agreement in agreed form to be entered into between the Company and the Overall Coordinators (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 2.5;

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

"**Receiving Bank**" means CMB Wing Lung Bank Limited;

"**Receiving Bank Agreement**" means the agreement dated December 16, 2024 entered into between the Company, the Receiving Bank, the Nominee, the Sole Sponsor, the Overall Coordinators and the Hong Kong Share Registrar;

"**Relevant Jurisdictions**" has the meaning ascribed to it in Clause 10.1.1;

"**Reporting Accountants**" means KPMG;

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

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

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

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

"**Shares**" means the ordinary shares in the share capital of the Company currently with a par value of US$0.0001 each, and following the Share Subdivision, with a par value of US$0.00002 each;

"**Share Subdivision**" means the subdivision of each Share in the Company's issued and unissued share capital with a nominal value of US$0.0001 into five Shares with a nominal value of US$0.00002 each prior to the listing of the Shares on the Stock Exchange;

"**Sole Sponsor**" means CCBI, being the sole sponsor to the Global Offering;

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

"**Sponsor and Sponsor-OC Engagement Letters**" means the engagement letters dated 16 September, 2021 and December 6, 2022 entered into between CCBI and the Company, together with the extension letter to such engagement letters entered into by the Company and CCBI dated December 1, 2023 and December 10, 2024, pursuant to which the term of such engagement letters has been extended;

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

"**Subsidiaries**" means the companies named in the Hong Kong Prospectus as subsidiaries and the Consolidated Affiliated Entities, and "**Subsidiary**" means any one of them;

"**Taxation**" or "**Taxes**" means present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority and all forms of direct or indirect taxation whenever created, imposed or arising and whether of Hong Kong, the PRC, the Cayman Islands, the British Virgin Islands, the United States, the United Kingdom, any member of the European Union or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise

duties, and generally any taxation, duty, fee, assessment, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC, the Cayman Islands, the British Virgin Islands, the United States, the United Kingdom, any member of the European Union or of any other part of the world and, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

"**Trading Fee**" means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

"**Transaction Levies**" means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC and the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares collected for the Accounting and Financial Reporting Council of Hong Kong;

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

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

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

"**U.S.**" and "**United States**" means the United States of America;

"**Verification Notes**" means the notes prepared in order to verify the information contained in the Hong Kong Prospectus together with the answers and supporting documents thereto, copies of which have been signed and approved by, among others, the Directors;

"**Warranties**" means the representations, warranties, agreements and undertakings given by the Warrantors as set out in Part A of Schedule 2, and those given by the Controlling Shareholders as set out in Part B of Schedule 2;

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

"**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 Hong Kong Prospectus;

"White Form eIPO Service Provider" means Computershare Hong Kong Investor Services Limited;

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

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

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

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

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

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

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

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

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

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

1.4.8 references to a "**subsidiary**" or "**holding company**" shall be the same as defined in Part 1 of Division 4 of the Companies Ordinance;

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

1.4.10 references to a document being "**in the agreed form**" are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) with such alternatives as may be agreed between the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) but such documents in agreed form do not form part of this Agreement;

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

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

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

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

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

2 CONDITIONS

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

2.1.1 the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, respectively, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, not later than 8:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date, respectively or such later date and/or time as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree;

2.1.2 the issue by the Stock Exchange of a certificate of authorisation of registration in respect of the Hong Kong Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (WUMP) Ordinance not later than 6:00 p.m. on the Business Day before the Hong Kong Prospectus Date;

2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, 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 Shares on the Stock Exchange;

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

2.1.5 the Offer Price having been fixed 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 in accordance with Clause 2.5 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, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

2.1.7 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;

2.1.8 the Warranties being true, accurate and not misleading as of the date of this Agreement and the date and time specified under Clause 7.2 (as though they had been given and made on such date and time by references to the facts and circumstances then subsisting);

2.1.9 all the applicable Approvals and Filings (including all of the waivers or exemptions (where applicable) as stated in the Hong Kong Prospectus to be granted by the Stock Exchange or the SFC (where applicable)) are granted by or have been obtained from or made to (as the case may be) the relevant regulatory authorities and not otherwise revoked, invalidated, amended or withdrawn; and

2.1.10 each of the Warrantors having complied with its obligations and conditions under this Agreement (or otherwise waived in accordance with the terms stated herein) on or prior to the respective times and dates by which such obligations must be performed or conditions met.

2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to fulfil or procure the fulfilment of the Conditions, in the manner and form prescribed, on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the Shares and the fulfilment of such Conditions.

2.3 **Extension:** The Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, after consultation with the Company, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Sole Sponsor and the

Overall Coordinators may determine (in which case the Sole Sponsor and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the date which is the 30th day after the Hong Kong Prospectus Date and any such extension and the new timetable shall be notified by the Sole Sponsor and Overall Coordinators to the other parties to this Agreement and the relevant regulatory authorities as soon as practicable after any such extension is made); or

2.3.2 in respect of the Condition set out in Clauses 2.1.1, 2.1.8 and 2.1.10 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition on behalf of the Underwriters, and any such waiver or modification shall be notified by the Overall Coordinators to the Company as soon as practicable after any such waiver or modification is made.

2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 10, 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 10 shall apply.

2.5 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) reach agreement on the said price, which is expected to be agreed on or about December 24, 2024, 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 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 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.

2.6 **Reduction of indicative Offer Price range and/or the number of Offer Shares:** The Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior written consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the indicative offer price range below that stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, (i) cause a notice of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the indicative offer price range to be published on the websites of the Stock Exchange at www.hkexnews.hk and the website of the Company at www.jkzlkj.cn). Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering,

the working capital statement and the Global Offering statistics set out in the Hong Kong Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental Hong Kong Prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction.

2.7 **No waiver in certain circumstances:** The Sole Sponsor's and the Overall Coordinators' consent to or knowledge of any amendments/ supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

3 APPOINTMENTS

3.1 **Sponsor-OC and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CCBI as the sponsor-overall coordinator, and CCBI and SWHY as the overall coordinators in connection with the Global Offering, and each of the Sponsor-OC and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sponsor-OC and the Overall Coordinators hereunder is in addition to their respective engagements under the terms and conditions of the Sponsor and Sponsor-OC Engagement Letters and the OC Engagement Letter, which shall continue to be in full force and effect.

3.2 **Joint Global Coordinators**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CCBI and SWHY as the joint global coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of each of the Joint Global Coordinators hereunder is in addition to the terms and conditions under the engagement letters such Joint Global Coordinators separately entered into with the Company in respect of the Global Offering, which shall continue to be in full force and effect.

3.3 **Sole Sponsor**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CCBI as the Sole Sponsor of the Company in relation to its application for Admission, and the Sole Sponsor, relying on the Warranties and subject to the terms and conditions of this Agreement hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Sponsor hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Engagement Letters, which shall continue to be in full force and effect.

3.4 **Capital Market Intermediaries**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Capital Market Intermediaries as the capital market intermediaries in connection with the Global Offering, and each of the Capital Market Intermediaries, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of each of the Capital Market Intermediaries hereunder is in addition to the terms and conditions under the engagement letters such Capital Market Intermediary separately entered into with the Company in respect of the Global Offering, which shall continue to be in full force and effect.

3.5 **Joint Bookrunners**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Bookrunners as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of each of Joint Bookrunners hereunder is in addition to the terms and conditions under engagement letters such Joint Bookrunners separately entered into with the Company in respect of the Global Offering, which shall continue to be in full force and effect.

3.6 **Joint Lead Managers**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Lead Managers as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of each of the Joint Lead Managers hereunder is in addition to the terms and conditions under engagement letters such Joint Lead Managers separately entered into with the Company in respect of the Global Offering, which shall continue to be in full force and effect.

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

3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorised to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its affiliates or any other person. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of any persons to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.

3.9 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that (i) such relevant Hong Kong Underwriter shall at all times remain liable for all acts and omissions of the relevant sub-underwriter with whom it has entered into sub-underwriting arrangement with; and (ii) no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of the Listing Rules, 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.

3.10 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Sole Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator,

Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do in the exercise of such rights, powers, authorities and discretions.

3.11 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, the Joint Global Coordinators, in their roles as such, are acting solely as the global coordinators of the Global Offering, the Sole Sponsor, in its role as such, is acting solely as the sole sponsor in connection with the listing of the Shares on the Stock Exchange, the Capital Market Intermediaries, in their roles as such, are acting solely as capital market intermediaries in connection with the Hong Kong Public Offering, the Joint Bookrunners, in their roles as such, are acting solely as joint bookrunners of the Hong Kong Public Offering, and the Joint Lead Managers, in their roles as such, are acting solely as the joint lead managers of the Hong Kong Public Offering.

Each of the Warrantors further acknowledges that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to any member of the Group or the Warrantors, their respective directors, supervisors, management, shareholders or creditors or any other person in connection with any activity that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the Shares on the Stock Exchange, either before or after the date hereof. Each of the Warrantors further acknowledges and agrees that the Sole Sponsor is acting in the capacity as a sponsor subject to the Code of Conduct, and therefore the Sole Sponsor only owes certain regulatory duties to the Stock Exchange and the SFC but not to any other party including the Warrantors.

The Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters hereby expressly disclaim for themselves and for each of their respective delegates any fiduciary, agency or advisory or similar obligations to any member of the Group or the Warrantors or any of them, either in connection with the transactions contemplated under this Agreement or otherwise by the Global Offering or the listing of the Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms its understanding and agreement to that effect. The Warrantors, on the one hand, and the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and 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 Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the

Sole Sponsor, the Capital Market Intermediaries, the Joint Bookrunners or the Joint Lead Managers, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, on the other hand, agree that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and 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 fiduciary, agent or adviser of any member of the Group or of the Warrantors (except and solely, with respect to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee and the Transaction Levies as set forth in Clause 5.4 hereof, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary, agent or adviser of any member of the Group or of the Warrantors, and none of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of any member of the Group or of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are not advising the Warrantors, their respective directors, managers or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Sole Sponsor, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules in the capacity of the Sole Sponsor in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, or their respective directors, supervisors, officers or affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of this Agreement, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of Shares on the Stock

Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and shall not be on behalf of any of the Warrantors.

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

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

3.12 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything contained in this Agreement, none of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and the other Indemnified Parties shall have any liability whatsoever to the Warrantors or any other person in respect of, any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters or any other Indemnified Party, including, without limitation, the following matters (including, but not limited to, any omission or misstatement in any of the Offering Documents) (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

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

3.12.2 any of the matters referred to in Clauses 11.1.1 to 11.1.4,

and, notwithstanding anything contained in Clause 11, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 11 to recover any Loss (as defined in Clause 11.1) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

3.13 **Several obligations:** Any transaction carried out by the appointees under Clauses 3.1 to 3.7, as applicable, or by any of the delegates under Clause 3.8 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal) shall constitute a transaction carried out at the request of, and as agent of, and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.7 or their respective delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) 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.

4 HONG KONG PUBLIC OFFERING

4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and the Transaction Levies) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company, the Sole Sponsor shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange at www.hkexnews.hk and the website of the Company at www.jkzlkj.cn on the day(s) specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters). The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the website of the Company at www.jkzlkj.cn and the official website of the Stock Exchange at www.hkexnews.hk.

4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to the terms and the conditions contained in the Receiving Bank Agreement. The Company shall procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

4.3 **Hong Kong Share Registrar and White Form eIPO service:** The Company has appointed the Hong Kong Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the White Form eIPO service upon and subject to the terms and conditions of the Hong Kong Share Registrar Agreement. The Company undertakes with the Hong Kong Underwriters to procure that the Hong Kong Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above or a "black" rainstorm warning signal or Extreme Conditions (as defined in the Hong Kong Prospectus) being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal or Extreme Conditions (as defined in the Hong Kong Prospectus) remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

4.5 **Basis of allocation:** The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall, as soon as practicable after the close of the Application Lists, determine the manner and the basis of allocation of the Hong Kong Offer Shares. The Company agrees that the Overall Coordinators shall have the exclusive right to, in

their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the International Underwriting Agreement and this Agreement, to reject or accept in whole or in part any Hong Kong Public Offering Application and, where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares. The Company shall, and shall procure the Receiving Bank and the Hong Kong 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 Bank Agreement, provide the Sole Sponsor and the Overall Coordinators with such information, calculations and assistance as the Sole Sponsor and the Overall Coordinators may require for the purposes of determining, *inter alia*:

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

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

4.5.3 the basis of allocation of the Hong Kong Offer Shares.

4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications or in respect of which payment has not been cleared (an "**Hong Kong Public Offering 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 Hong Kong Public Offering Under-Subscription (the "**Unsold Hong Kong Offer Shares**"), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding payment procedures), provided that

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

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

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

where in relation to such Hong Kong Underwriter:

N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;

T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.10 and 4.12, as applicable;

C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6 and 4.12, as applicable; and

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

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

None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong 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 Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.

4.9 **Applications and payment for Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the Hong Kong Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make application(s) for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; and

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

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on December 27, 2024 (the date specified in the Hong Kong Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the Hong Kong 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 Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

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

4.11.1 subject to any required reallocation as set out in Clause 4.11.2 or 4.11.3 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 Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and

4.11.2 if the Hong Kong Public Offering Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (ii) 50 times or more but less than 100 times, or (iii) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering, so that the total number of Offer Shares available under the Hong Kong Public Offering will be increased to 7,500,000, 10,000,000 or 12,500,000 Offer Shares, respectively, representing approximately 30% (in the case of (i)), 40% (in the case of (ii)) or 50% (in the case of (iii)), respectively, of the total number of Offer Shares initially available under the Global Offering; and

4.11.3 if (i) the International Offering are not fully subscribed but the Hong Kong Offer Shares under the Hong Kong Public Offering are fully or over-subscribed (irrespective of the number of times), or (ii) when the International Offering are fully subscribed or over-subscribed by less than 15 times of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 5,000,000 Offer Shares, representing two times the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, and the Offer Price shall be fixed at the bottom end of the indicative Offer Price range stated in the Hong Kong Prospectus (i.e. HK$7.80 per Offer Share).

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

4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If an Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares to be reallocated to the International Offering. For the avoidance of doubt, any Unsold Hong Kong Offer Shares which are so reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators or the Capital Market Intermediaries or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertakes with the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things 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 Shares on the Stock Exchange to be granted by the Listing Committee, including in particular, effecting all necessary registrations and/or filings with the Stock Exchange, the SFC, the CSRC and/or the Registrar of Companies in Hong Kong, and the Company will take all steps to ensure that each of the Directors shall duly sign or cause to be duly signed on their behalf all documents required to be signed by them as Directors for the purpose of or in connection with any such registrations and/or filings or the obtaining of listing of and permission to deal in the Shares on the Stock Exchange.

5 ALLOTMENT AND PAYMENT

5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the Hong Kong Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on December 27, 2024 (the date specified in the Hong Kong Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless 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, the Operative Documents and this Agreement.

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

5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of 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 5.3 (Brokerage, Trading Fee and Transaction Levies for applicants), Clause 5.4 (Trading Fee and Transaction Levies for the Company), Clause 6.1 (Underwriting Commission and Incentive Fees) and the last instalment and any outstanding amount of the Sponsor Fee as set out in Clause 6.2 (Sponsor fee and other fees and expenses).

5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 6, the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts

not so deducted, as applicable, to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee and the Transaction Levies) if and to the extent that the Offer Price shall be determined at below HK$8.80 per Offer Share.

5.3 **Brokerage, Trading Fee and the Transaction Levies for applicants:** The Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee and the Transaction Levies in respect of Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.

5.4 **Trading Fee and the Transaction Levies for the Company**: The Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee to the persons entitled thereto of the Trading Fee and the Transaction Levies payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for 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 Nominee to deduct and pay such amounts.

5.5 **Refund:** The Company will procure that, in accordance with the terms of the Hong Kong Share Registrar Agreement, the Hong Kong Share Registrar will arrange for the distribution of refund cheques (if applicable) and/or White Form e-Refund instruction, to those successful and unsuccessful applicants under the Hong Kong Public Offering through the White Form eIPO service who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.

5.6 **No responsibility for default:** The Company acknowledges and agrees that none of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters shall have any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or any other application or otherwise of funds.

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

6 COMMISSIONS AND COSTS

6.1 **Underwriting commission and incentive fee:** In consideration of the Hong Kong Underwriters assuming their Hong Kong Public Offering Underwriting Commitment under this Agreement, subject to this Agreement having become unconditional and

having not been terminated in accordance with Clause 10, the Company shall pay or cause to be paid to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 3.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the "**Underwriting Commission**"). In addition, the Company may, at its sole discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the "**Incentive Fee**") of up to 3.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4). The respective entitlements of the Overall Coordinators and the Hong Kong Underwriters to the Underwriting Commission, will be agreed and set out in the International Underwriting Agreement. The respective entitlements of the Overall Coordinators and the Hong Kong Underwriters to the Incentive Fee (if any) shall be determined and communicated by the Company to the Overall Coordinators on or before the Price Determination Date. The Underwriting Commission and Incentive Fee (if any) shall be deducted from the proceeds of the Global Offering on the Listing Date.

6.2 **Sponsor fee and other fees and expenses**: The Company shall pay to the Sole Sponsor the sponsor fee (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 Sole Sponsor pursuant to and in accordance with the terms of the Sponsor and Sponsor-OC Engagement Letters. The last instalment and any outstanding amount of the Sponsor Fee payable by the Company to the Sole Sponsor pursuant to the terms of the Sponsor and Sponsor-OC Engagement Letters shall be deducted from the proceeds of the Global Offering on the Listing Date.

6.3 **Costs payable by the Company:** The Company shall be responsible for the costs, expenses, fees, charges and Taxation (if agreed by the Company and relevant parties separately) in connection with or incidental to the Global Offering, the listing of the Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby including, without limitation the followings:

6.3.1 fees, disbursement and expenses of the Reporting Accountants;

6.3.2 fees, disbursements and expenses of HKSCC, the Hong Kong Share Registrar and the White Form eIPO Service Provider, including all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;

6.3.3 fees, disbursement and expenses of all legal advisers to the Company and all legal advisers to the Underwriters;

6.3.4 fees, disbursement and expenses of the Industry Consultant;

6.3.5 fees, disbursement and expenses of the Internal Control Consultant;

6.3.6 fees, disbursement and expenses of any public relations consultants engaged by the Company;

6.3.7 fees of the Receiving Bank and the Nominee;

6.3.8 fees and expenses of the financial printer engaged by the Company;

6.3.9 fees, disbursement and expenses of other agents, consultants and advisers engaged by the Company relating to the Global Offering;

6.3.10 fees, disbursements and expenses related to the application for listing of the Offer Shares on the Stock Exchange, the CSRC Filings, the filing or registration of any documents with any relevant Authority and the qualification of the Offer Shares in any jurisdiction;

6.3.11 all costs, disbursement and expenses 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 roadshow slides and graphics, and all fees and expenses of any consultants engaged in connection with the roadshow presentations, travel, lodging and other fees and expenses incurred by the Company, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries and the Underwriters and any such consultants and their respective representatives;

6.3.12 all printing and advertising costs (including all fees, disbursements and expenses of the financial printer and translators retained for the Global Offering) as approved by the Company;

6.3.13 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents, and all amendments and supplements thereto;

6.3.14 all cost and expenses for roadshows incurred by the Company and including all costs and expenses related to the preparation and launching of the Global Offering incurred by the Company (such as expenses related to travel, accommodation, printing, telecommunication and other out-of-pocket expenses);

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

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

6.3.17 the Trading Fee and the Transaction Levies payable by the Company, all capital duty (if any), premium duty (if any), levy and other fees, costs and expenses payable, in respect of the creation, issue, sale and delivery of the Offer Shares;

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

6.3.19 all fees and expenses of the share registrar in the Cayman Islands;

6.3.20 all costs and expenses related to the press conferences of the Company in relation to the Global Offering;

6.3.21 all stock admission fees, processing charges and related expenses payable to HKSCC;

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

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

6.3.24 all costs, fees and out-of-pocket expenses reasonably incurred by the Sole Sponsor, the Overall Coordinators, the Underwriters or any of them or on their behalf under this Agreement and International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement and/or the Sponsor-OC Engagement Letter, each case subject to the terms of the agreements entered into between the Company and the relevant parties (the "**Costs, Fees and Out-of-pocket Expenses**").

shall be borne by the Company, and the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such fees, costs, charges and expenses. Notwithstanding anything to the contrary in Clause 16.11, if any costs, expenses, fees or charges referred to in this Clause 6.3 is paid or to be paid by any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall, and the Controlling Shareholders shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter. The deductibility of the Costs, Fees and Out-of-pocket Expenses as set out in Clause 6.3.24 from the proceeds of the Global Offering will be agreed and set out in the International Underwriting Agreement.

6.4 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission or Incentive Fee under Clauses 6.1, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed the relevant parties, all accrued costs, fees, charges and expenses payable by the Company referred to in Clause 6.2 and Clause 6.3.

6.5 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, if not so deducted pursuant to Clause 5.2, be payable by the Company (a) as soon as possible, and in any event within thirty (30) Business Days, upon receipt of the first written request by the Overall Coordinators or (b) in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, whichever is the earlier.

7 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

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

Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

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

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

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

7.2.3 on the Acceptance Date;

7.2.4 on the Price Determination Date;

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

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

7.2.7 the date of the announcement of basis of allocation of the Hong Kong Offer Shares;

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

7.2.9 immediately prior to commencement of dealings in the Offer Shares on the Stock Exchange,

in each case with reference to the facts and circumstances then subsisting. For the avoidance of doubt, nothing in this Clause 7.2 shall affect the on-going nature of the Warranties.

7.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its/his knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 7.2, or if it/he 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.

7.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 7.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Sole Sponsor and the Overall Coordinators.

7.5 **Remedial action and announcements:** The Warrantors shall notify the Sole Sponsor and the Overall Coordinators, promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 7.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any material 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; 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, 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 (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or any Warrantor shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall as soon as practicable take such remedial action as may be required by the Sole Sponsor and/or the Overall Coordinators, including promptly, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Sole Sponsor and the Overall Coordinators may require, and supplying the Sole Sponsor, 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 require. For the avoidance of doubt, the consent or approval of the Sole Sponsor and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Sole Sponsor, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact or (ii) result in the loss of the rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement, amendment or document or do any such act or thing without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by Laws, in which case the relevant Warrantor shall first consult the

Sole Sponsor and the Overall Coordinators before such issue, publication or distribution or act or thing being done.

7.6 **Warrantors' Knowledge:** A reference in this Clause 7 or in Schedule 2 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due and careful enquiry that each of the Warrantors has used its best endeavours to ensure that all information given in the relevant Warranty is true, accurate and not misleading in all respects. Notwithstanding that any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 7 shall not be prejudiced by such knowledge, investigation and/or enquiry.

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

7.8 **Release of obligations:** Any liability to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.

7.9 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.

7.10 **Full force:** For the purpose of this Clause 7:

7.10.1 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

7.10.2 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 7.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 7 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such

documents means such documents when read together with such amendment or supplement.

7.11 **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.

8 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

8.1 **Lock-up on the Company:** Except for the offer, allotment and issue of the Offer Shares pursuant to the Global Offering and the Share Subdivision, at any time during the period commencing on the date of this Agreement and ending on, and including, the date that is six months from the Listing Date (the "**First Six-Month Period**"), the Company hereby undertakes to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters not to, without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules and only after the consent of any relevant Authority (if so required) has been obtained::

8.1.1 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, 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

8.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the Shares or any other securities of the Company, or any interest in any of the foregoing, as applicable (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or

8.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 8.1.1 or 8.1.2 above; or

8.1.4 offer to or agree to do any of the foregoing specified in Clause 8.1.1, 8.1.2 or 8.1.3 or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of any Shares or such other securities, or shares or other securities of the Company, as applicable, in cash or otherwise (whether or not the issue of such Shares or other securities will be completed within the First Six-Month Period). In the event that, at any time during the period of six months immediately following the expiry of the First Six-Month Period (the "**Second Six-Month Period**"), the Company enters into any of

the transactions specified in Clause 8.1.1, 8.1.2 or 8.1.3 above or offers to or agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that any such transaction, offer, agreement or announcement will not create a disorderly or false market in the securities of the Company. The Controlling Shareholders undertake to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters that it/he shall procure the Company to comply with the undertakings in this Clause 8.1.

8.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters that it will not, and the Controlling Shareholders undertake to procure that the Company not to, effect any purchase of the Shares, or agree to do so, which may reduce the holdings of the Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the minimum public float requirement specified in the Listing Rules or any waiver granted and not revoked by the Stock Exchange on or before the expiration of the First Six-Month Period without first having obtained the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

8.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholder hereby undertakes to each of the Company, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that, without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

8.3.1 it/he will not, at any time during the First Six-Month Period, (i) sell, offer to sell, accept subscription for, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable or any interest in any of the foregoing), or deposit any Shares or other securities of the Company with a depositary in connection with the issue of depositary receipts, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable or any interest in any of the foregoing), or (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 8.3.1(i) or (ii) above, or (iv) offer to or agree to or publicly announce any intention to effect any transaction specified in Clause 8.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 8.3.1(i), (ii) or (iii) above is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise,

and whether or not the transactions will be completed within the First Six-Month Period; and

8.3.2 it/he will not, during the Second Six-Month Period, enter into any of the transactions specified in Clause 8.3.1 (i), (ii) or (iii) above or offer to or agree to contract to or publicly announce any intention to effect any such transaction if, immediately following any such transaction, it/he will cease to be a "controlling shareholder" (as the term is defined in the Listing Rules) of the Company; and

8.3.3 until the expiry of the Second Six-Month Period, in the event that it enters into any of the transactions specified in Clause 8.3.1 (i), (ii) or (iii) or offer to or agrees to or contract to or publicly announce any intention to effect any such transaction, it/he will take all reasonable steps to ensure that such a disposal will not create a disorderly or false market in the securities of the Company.

The restrictions in this Clause 8.3 shall not prevent the Controlling Shareholders from (i) purchasing additional Shares or other securities of the Company and disposing of such additional Shares or securities of the Company in accordance with the Listing Rules, and (ii) using the Shares or other securities of the Company or any interest therein beneficially owned by them as security (including a charge or a pledge) in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan, provided that (a) the relevant Controlling Shareholder will immediately inform the Company and the Overall Coordinators in writing of such pledge or charge together with the number of Shares or other securities of the Company so pledged or charged if and when it/he or the relevant registered holder(s) pledges or charges any Shares or other securities of the Company beneficially owned by it/him, and (b) when the relevant Controlling Shareholder receives indications, either verbal or written, from the pledgee or chargee of any Shares that any of the pledged or charged Shares or other securities of the Company will be disposed of, it/he will immediately inform the Company and the Overall Coordinators of such indications.

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

8.4 **Full force:** The undertakings in this Clause 8 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

9 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will, and each of the Controlling Shareholders shall (if applicable) and shall procure the Company to:

9.1 **Global Offering**: comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (WUMP) Ordinance, the Securities and Futures Ordinance, the 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 under this Agreement or otherwise in connection with the Global Offering, including, without limitation:

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

9.1.2 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authorities, as applicable;

9.1.3 making available on display on Stock Exchange's website at www.hkexnews.hk and the Company's website at www.jkzlkj.cn, the documents referred to in the section of the Hong Kong Prospectus headed "Appendix V – Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display" for the period stated therein;

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

9.1.5 using its reasonable endeavours to procure that the Hong Kong Share Registrar, the White Form eIPO service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Hong Kong Share Registrar Agreement and the Receiving Bank Agreement;

9.1.6 procuring that none of the Company, any member of the Group, the Controlling Shareholders, 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 Hong Kong 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;

9.1.7 procuring that no core connected person of the Company, and using its best endeavours to procure that no connected person and no existing shareholder of the Company or its close associates will, himself/herself or itself apply to subscribe for Hong Kong Offer Shares either in his/her or its own name or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;

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

otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange)", and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanction Laws and regulations;

9.1.9 procuring that, (i) no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche; and (ii) with the exception of any guaranteed allocation of Offer Shares at the Offer Price as set forth in the Cornerstone Investment Agreement, it will not, and will use its reasonable endeavours to procure that no member of the Group and any of their respective affiliates, directors, officers, supervisors, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any form of direct or indirect benefits by side letter or otherwise, to the subscriber or purchaser of Offer Shares pursuant to the Cornerstone Investment Agreement or otherwise engage in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide for the New Listing Applicants published by the Stock Exchange;

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

9.2 **Information**: provide to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or the Controlling Shareholders or which on due and careful enquiry ought to be known to the Company or the Controlling Shareholders and whether relating to the Group or the Company or any of the Controlling Shareholders or otherwise as may be required by the Sole Sponsor or the Overall Coordinators (for themselves and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority);

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

9.3.1 at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time prior to or on the Listing Date;

9.3.2 at any time after the date of this Agreement up to and including the Listing Date, enter into any commitment or arrangement which, in the reasonable opinion of the Sole Sponsor and the Overall Coordinators, has or will or may result in a Material Adverse Effect on the Global Offering;

9.3.3 at any time after the date of this Agreement up to and including the Listing Date, take any steps which, in the reasonable opinion of the Sole Sponsor and the Overall Coordinators, would be materially inconsistent with any statement or expression, whether of fact, expectation or intention in the Hong Kong Prospectus;

9.3.4 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 Hong Kong Share Registrar, the Nominee, the Receiving Bank and the White Form eIPO Service Provider without the prior written consent of the Sole Sponsor and the Overall Coordinators;

9.3.5 without the prior written approval of the Sole Sponsor and the Overall Coordinators, issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any Hong Kong Prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents, or any amendment or supplement thereto, except for the Offering Documents, any written materials agreed between the Company and the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement.

9.4 **Maintaining listing**: maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the Shares on the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC in all material aspects, for at least two years 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;

9.5 **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 CSRC and any other Authority), including, without limitation:

9.5.1 submit to the Stock Exchange as soon as practicable before the commencement of dealings in the Shares on the Stock Exchange the declaration to be signed by a Director and the company secretary of the Company in the form set out in Form F as published in Regulatory Forms pursuant to the Listing Rules;

9.5.2 complying with the Listing Rules, Part XIVA of the Securities and Futures Ordinance, CSRC Filing Rules or other requirements in connection with the announcement and dissemination to the public under applicable

circumstances, any information required by the Stock Exchange, the SFC, the CSRC and any other Authority to be announced and disseminated to the public;

9.5.3 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2024 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;

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

9.5.5 at all times adopting and upholding a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in the Listing Rules and procuring that the directors of the Company uphold, comply and act in accordance with the provisions of the same; and

9.5.6 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;

9.5.7 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notifying the CSRC or the relevant Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;

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

9.5.9 providing to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on

the Listing Date and as the Sole Sponsor and/or the Overall Coordinators may require;

9.5.10 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;

9.5.11 maintaining the appointment of a compliance adviser in such manner and for such period as required by the Listing Rules; and

9.5.12 paying all Tax, duty, levy, regulatory fee or other government charge or expense which are to be borne and payable by the Company in Hong Kong, the PRC, Cayman Islands, the United States or elsewhere, pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering.

9.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report(s) prepared by the Internal Control Consultant have been, are being or will promptly be rectified or improved 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(s).

9.7 **Significant changes**: promptly provide full particulars thereof to the Sole Sponsor and the Overall Coordinators if, at any time up to or on the date falling 12 months after the Listing Date, (a) there is a significant change which affects or is capable of affecting any information contained in any of the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, or (b) the Company enters into or intends to enter into any material agreement or commitment, and, in connection with (a) above, further:

9.7.1 inform the Stock Exchange and the SFC of such change or matter if so required by any of the Sole Sponsor and the Overall Coordinators;

9.7.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the Stock Exchange, the SFC or the CSRC or the Sole Sponsor or the Overall Coordinators and in a form approved by the Sole Sponsor and the Overall Coordinators (which shall not be unreasonably withheld or delayed), deliver such documentation through the Sole Sponsor to the Stock Exchange, the SFC or the CSRC for approval and publish such documentation in such manner as the Stock Exchange, the SFC or the CSRC or the Sole Sponsor or the Overall Coordinators may require;

9.7.3 at its expense, make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares, and

9.7.4 not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Sole Sponsor and the Overall Coordinators, provided that such consent shall not be unreasonably withheld or delayed,

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

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

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

10 TERMINATION

10.1 **Termination by the Overall Coordinators:** The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Sole Sponsor shall be entitled by notice (orally or in writing) to the Company to terminate this Agreement with immediate effect if at any time prior to 8:00 a.m. on the Listing Date:

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

(a) any event, or series of events, in the nature of force majeure (including, without limitation, any acts of government, declaration of a local, national, regional or international emergency or war, calamity, crisis, epidemic, pandemic, outbreaks, escalation, adverse mutation or aggravation of diseases , economic sanctions, strikes, lock-outs, other industrial actions, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, rebellion, riots, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God, acts of terrorism (whether or not responsibility has been claimed), paralysis in government operations, interruptions or delay in transportation) in or affecting Hong Kong, Cayman Islands, the British Virgin Islands, the PRC, the United States, the United Kingdom, 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 likely to result in any change or development, or any prospective change or development, in any local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or market matters or conditions, equity securities or exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, interbank markets and credit markets), in or affecting any of the Relevant Jurisdictions; or

(c) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange or the Singapore Stock Exchange; or

(d) any general moratorium on commercial 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

(e) 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 or sentiments, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a material devaluation of the Hong Kong dollar or Renminbi against United States dollars, 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

(f) any Proceedings of any third party being threatened or instigated against any Director, member of the Group or any of the Controlling Shareholders; or

(g) any change or a prospective change, or a materialization of, any of the risk set out in the section headed “Risk Factors” in the Hong Kong Prospectus; or

(h) any non-compliance of the Hong Kong Prospectus, the CSRC Filings, or any other documents used in connection with the contemplated offer of the Shares, or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Laws; or

(i) the commencement by any regulatory or governmental authority or a political body or organization in any of the Relevant Jurisdictions commencing any public action or investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group or any Director; or

(j) a material contravention by the Company, any member of the Group or any Director of the Listing Rules or applicable Laws; or

(k) a valid demand by any creditor for repayment or payment of any indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or

(l) except with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Hong Kong Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (WUMP) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC;

which, individually or in the aggregate, in the sole and absolute opinion of the Overall Coordinators and the Sole Sponsor:

i. has or will or may have a material adverse effect on the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits,

losses, results of operations, position or condition, financial or otherwise, or performance of the Company or the Group as a whole;

ii. has or will have or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering or dealings in the Offer Shares in the secondary market; or

iii. makes or will make or may make it inadvisable, inexpedient, impracticable or incapable for the Global Offering to proceed or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or

iv. has or will 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

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

(a) an order or petition for the winding up of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group; or

(b) that any statement contained in any of the Hong Kong Public Offering Documents, the CSRC Filings and/or in any notices or announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was, when it was issued, or has become, untrue, incorrect, inaccurate or misleading in any material respect, or that any 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 material respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or

(c) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, not having been disclosed in the Hong Kong Prospectus, constitute a material omission or misstatement in any Offering Documents; or

(d) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the warranties given by the Company or the Controlling Shareholders in this Agreement or the International Underwriting Agreement; or

(e) any event, act or omission which gives or is likely to give rise to any liability of any of the Indemnifying Parties (as defined in Clause 11.1) pursuant to Clause 11; or

(f) any breach of any of the obligations or undertakings imposed upon the Company or any of the Controlling Shareholders under this Agreement or the International Underwriting Agreement; or

(g) there is any Material Adverse Effect; or

(h) a Director or the chairman or the chief executive officer or the chief financial officer of the Company vacating his/her office, seeking to retire or being removed from his/her office; or

(i) that the approval by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or

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

(k) the Company withdraws the Hong Kong Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering; or

(l) any of the experts named in the Hong Kong Prospectus (other than the Sole Sponsor) has withdrawn or is subject to withdrawal of its consent to the inclusion of its reports, letters and/or opinions (as the case may be) and being named in any of the Offering Documents or to the issue of any of the Offering Documents; or

(m) any Director or member of the senior management of the Company named in the Hong Kong Prospectus is being charged with an indictable offence or prohibited by operation of Law or otherwise disqualified from taking part in the management of a company or taking a directorship of a company; or

(n) that a material portion of the orders placed or confirmed in the bookbuilding process, or of the investment commitments made by any cornerstone investor under the Cornerstone Investment Agreement, has been withdrawn, terminated or cancelled.

For the purpose of this Clause 10.1 only, the exercise of right of the Sole Sponsor and the Overall Coordinators under this Clause 10.1 shall be final, conclusive and binding on the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters.

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

10.2.1 subject to Clauses 10.2.2 and 10.2.3 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement, except that Clauses 6.2, 6.3 and 11 to 16 and any rights or obligations which may have accrued under this Agreement prior to such termination shall survive such termination;

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

10.2.3 the Company shall forthwith pay to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters the costs, expenses and fees, charges set out in Clauses 6.2 and 6.3 and the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such (or any part of such) payments.

11 INDEMNITY

11.1 **Indemnity:** Each of the Warrantors (collectively, "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") jointly and severally undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries (which, for the avoidance of doubt, include both syndicate Capital Market Intermediaries and non-syndicate Capital Market Intermediaries as defined in the Code of Conduct), the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to jointly and severally indemnify, hold harmless and keep fully indemnified, on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses and claims (collectively, "**Losses**" and individually, a "**Loss**") which, jointly or severally, any such Indemnified Party may suffer or incur, and against all litigations, actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), demands, judgments, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, "**Proceedings**" and individually, a "**Proceeding**"), which may be brought or threatened to be brought against or otherwise involve any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

11.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof, the CSRC Filings, notices, announcements, advertisements, communications or other documents relating to or connected with the Company or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or any of them) (collectively, the "**Related Public Information**"); or

11.1.2 any of the Related Public Information containing any untrue, incorrect or inaccurate, or alleged untrue, incorrect or inaccurate statement of a material fact , or omitting or being alleged to have omitted to state a material fact (in each case, except those relating to the name, logo, address and qualifications of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters in Hong Kong Public Offering Documents) necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Law or otherwise required to be contained, or being or alleged to be defamatory of any person or any jurisdiction; or

11.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or any of them), or containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, omitting or being alleged to have omitted a fact necessary to make any statement therein, in light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all material information in the context of the Global Offering or otherwise required to be contained thereto, or being or alleged to be defamatory of any person or any jurisdiction; or

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

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

11.1.6 any breach or alleged breach on the part of any of the Warrantors of any of the provisions of this Agreement or the Price Determination Agreement or the Articles of Association or the International Underwriting Agreement; or

11.1.7 any of the Warranties given by the Warrantors being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or

11.1.8 the performance by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or otherwise in connection

with the Global Offering, including but not limited to their respective roles and responsibilities under the Code of Conduct; or

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

11.1.10 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the CSRC Rules, the Securities and Futures (Stock Market Listing) Rules (Chapter 571V of the Laws of Hong Kong), the Companies (WUMP) Ordinance, or any Laws of any of the Relevant Jurisdictions, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

11.1.11 any failure or alleged failure by the Company, any of the Controlling Shareholders, or any of Directors to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws; or

11.1.12 any breach or alleged breach by the Company, any member of the Group, any Director or any of the Controlling Shareholders of any applicable Laws in connection with the Global Offering; or

11.1.13 any Proceeding by or before any Authority having commenced or being instigated or threatened against the Company or the Group, or any settlement of any such Proceeding, which is or will be adverse to, or affect the operations, financial or trading position of the Group taken as a whole; or

11.1.14 any breach by the Company, any member of the Group, any Director or any of the Controlling Shareholders of the terms and conditions of the Hong Kong Public Offering; or

11.1.15 any breach or alleged breach of any applicable Laws of any jurisdiction resulting from the distribution of any of the Related Public Information and/or any offer, allotment, issue, sale or delivery of any of the Offer Shares otherwise than in accordance with and on the terms of the Offering Documents, this Agreement and the International Underwriting Agreement; or

11.1.16 any other matter arising in connection with the Global Offering,

provided that the indemnity provided for in this Clause 11.1 shall not apply in respect to the extent where any such Proceeding or any such Loss is finally determined by a court of competent jurisdiction or a properly constituted arbitral panel to have been caused by the fraud, wilful misconduct or gross negligence on the part of such Indemnified Party. The non-application of the indemnity provided for in Clause 11 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

11.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to any Indemnifying Party for any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein or in the Hong Kong Public Offering Documents, the performance by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any other Indemnified

Party of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering, the offer, allotment, issue, sale or delivery of the Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents or any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

11.3 **Notice of claims**: If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability under the indemnity against that Indemnifying Party provided under Clause 11.1, it/he shall promptly give notice thereof to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the other Indemnified Parties) in writing with reasonable details thereof.

11.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 11 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, promptly notify the Indemnifying Parties in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Parties shall not relieve the Indemnifying Parties from any liability which they may have to any Indemnified Party under this Clause 11 or otherwise. The Indemnifying Parties may participate at their expense in the defence of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties), that counsel to the Indemnifying Parties shall not also be counsel to the Indemnified Parties. Unless the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Parties acting as counsel to such Indemnified Parties in such Proceeding, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Parties and paid as incurred (however, in respect of one Indemnified Party, the Company shall not be liable for the fees and expenses of more than one such separate counsel in addition to any local counsel in any one Proceeding or series of related Proceedings in the same jurisdiction representing such Indemnified Party who is a party to such Proceeding(s)).

11.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Parties under this Agreement. The Indemnifying Parties shall only be liable for any settlement or compromise by the Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding in respect of which indemnification may be sought hereunder if (i) such settlement or compromise

is effected, or such judgment is consented to, with the consent of the Company, or (ii) if the consent of the Company is unreasonably withheld or delayed, or (iii) if there is a valid final judgement by a court of competent jurisdiction for the Indemnified Party, whether effected with or without the consent of the Indemnifying Parties, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. The Indemnified Parties are not required to obtain consent from the Indemnifying Parties with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise and the obligations of the Indemnifying Parties shall be in addition to any liability which the Indemnifying Party may otherwise have.

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

11.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;

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

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

11.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 11 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 11.

11.8 **Payment on demand**: All amounts subject to indemnity under this Clause 11 shall be paid by an Indemnifying Party as and when they are incurred within 30 Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.

11.9 **Payment free from counterclaims/set-offs**: All payments made by any Indemnifying Party under this Clause 11 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If an Indemnifying Party makes a deduction or withholding under this Clause 11, 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.

11.10 **Taxation**: If a payment under this Clause 11 will be or has been subject to Taxation, the Indemnifying Parties shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

11.11 **Full force**: The foregoing provisions of this Clause 11 will continue in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

12 ANNOUNCEMENTS

12.1 **Restrictions on announcements:** No announcement, circular, supplement or document concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published made publicly available or despatched by the Company or the Controlling Shareholders (or by any of their respective directors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement, circular, supplement or document is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the SFC and the CSRC, whether or not the requirement has the force of law and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall be issued, published made publicly available or despatched only after the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.

12.2 **Discussion with the Sole Sponsor and the Overall Coordinators:** The Company undertakes to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that during the period of six months from the date of this Agreement, it will discuss with the Sole Sponsor and the Overall Coordinators any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Hong Kong Prospectus, which may conflict in any material respect with any statement in the Hong Kong Prospectus.

12.3 **Full force:** The restriction contained in this Clause 12 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, or the termination of this Agreement.

13 CONFIDENTIALITY

13.1 **Information confidential:** Subject to Clause 13.2, each party hereto shall, and shall procure that its affiliates and its and their directors, officers, employees and agents will treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.

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

13.2.1 required by applicable Laws;

13.2.2 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;

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

13.2.4 disclosed to the professional advisers, auditors, consultants and service providers of such party under a duty of confidentiality;

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

13.2.6 required by any Sole Sponsor, any Hong Kong Underwriter or any of their respective affiliates for the purpose of the Global Offering or necessary in the view of any Hong Kong Underwriter or its affiliates to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

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

13.2.8 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

provided that, in the cases of Clauses 13.2.3 and 13.2.7, any such information disclosed shall be disclosed only after consultation with the other parties.

13.3 **Full force:** The restrictions contained in this Clause 13 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.

14 NOTICES

14.1 **Language:** All notices or other communications delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in English.

14.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 14.3 and if so addressed, shall be deemed to have been duly given or made as follows:

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

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

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

14.2.4 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.

However, in the case of clause 14.2.4 above, if the time of deemed receipt of any notice is not before 6:30 p.m. local time on a Business Day at the address of the recipient it is deemed to have been received at 9:00 a.m. local time on the next Business Day.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

14.3 **Details of contact:** The relevant address and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 14.4, are as follows:

If to **the Company**:

Address:	22nd Floor, No. 3 Building F Zone, Fuzhou Software Park, 89 Software Avenue, Gulou District, Fuzhou, Fujian, the PRC
Email:	chenzhoufeng@jkzl.com
Attention:	Mr. Chen Zhoufeng

If to **the Controlling Shareholders**:

Address:	22nd Floor, No. 3 Building F Zone, Fuzhou Software Park, 89 Software Avenue, Gulou District, Fuzhou, Fujian, the PRC
Email:	zhangwanneng@jkzl.com
Attention:	Mr. Zhang Wanneng

If to **CCBI**:

Address:	12th Floor, CCB Tower 3, Connaught Road Central, Central, Hong Kong
Email:	PROJECT_BENBEN@ccbintl.com
Attention:	Project Benben Team

If to **SWHY**:

Address:	Level 6, Three Pacific Place, 1 Queen's Road East, Hong Kong
Email:	ecm@swhyhk.com
Attention:	ECM Team

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

14.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address, facsimile number or email address for the purposes of Clause 14.3, provided that such notification shall only be effective on:

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

14.4.2 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.

15 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

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

15.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy or claim arising out of or relating to this Agreement including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or relating to it (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules (the "**Rules**") in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause 15 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 15.2, any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this Clause 15.2.

15.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 15. Additionally, the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong to support and assist any arbitration commenced under Clause 15.2, including if necessary the grant of ancillary, interim or interlocutory relief pending the outcome of such arbitration.

15.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 15 and any claim of *forum non conveniens* and further irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdictions.

15.5 **Service of documents:** Without prejudice to the provisions of Clause 15.6, each of the parties irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 14.

15.6 **Process agent:** The Company has established a place of business in Hong Kong at 4th Floor, Wah Yuen Building, 149 Queen's Road Central, Central, Hong Kong, has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Without prejudice to Clause 15.5 above, each of the Controlling Shareholders hereby irrevocably appoints the Company as its/his authorized representative for the

acceptance of service of process (which includes service of all and any documents relating to any proceedings) arising out of or in connection with any arbitration proceedings or any proceedings before the courts of Hong Kong and any notices to be served on any of the Controlling Shareholders in Hong Kong.

Service of process upon the Company or any of the Controlling Shareholders at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for any of the Controlling Shareholders or if the place of business in Hong Kong of the Company identified above shall cease to be an available address for the service of process for the Company, the Company or such Controlling Shareholder(s) (as the case may be) shall promptly notify the Sole Sponsor and the Overall Coordinators and within 14 days to designate a new address in Hong Kong as its place of business or appoint a new agent for the service of process in Hong Kong (as the case may be) acceptable to the Sole Sponsor and the Overall Coordinators. Where a new agent is appointed for the service of process for the Controlling Shareholder(s), such Controlling shareholder(s) shall deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Sole Sponsor and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of such Controlling Shareholder(s), and such appointment shall be effective upon the giving of notice of such appointment to such Controlling Shareholder(s). Nothing in this Agreement shall affect the right to serve process in any other manner permitted by the applicable Laws.

Where proceedings are taken against the Company or any of the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or such Controlling Shareholder (as the case may be) shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Sole Sponsor and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings was given, failing which the Sole Sponsor and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or such Controlling Shareholder, and such appointment shall be effective upon the giving notice of such appointment to such the Company or such Controlling Shareholder.

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

16 MISCELLANEOUS

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

16.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

16.3 **Assignment:** Each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 7 and 11, respectively, to any of the persons who have the benefit of the indemnities in Clause 11 and any successor entity to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.

16.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 7.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

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

16.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.

16.7 **Entire agreement:** This Agreement constitutes the entire agreement between the Company, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement, save that the Sponsor and Sponsor-OC Engagement Letters (in the case of CCBI), the OC Engagement Letter (in the case of SWHY) and the respective engagement letter entered into between the Company and each of the Capital Market Intermediaries (other than the Overall Coordinators) in their respective capacity as a Capital Market Intermediary shall continue to be in force and binding upon the relevant parties thereto. If there is any conflict between this Agreement and the Sponsor and Sponsor-OC Engagement Letters or the OC Engagement Letter (as the case may be), this Agreement shall prevail as between the Company, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and the Hong Kong Underwriters.

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

16.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to 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.

16.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgment currency**") other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

16.11 **Taxation**:

Where a deduction or withholding for Taxes, duties or other deductions is required by Laws in respect of any fees, expenses or compensations payable to any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong

Underwriters in accordance with this Agreement, the Company, being a withholding tax agent, undertakes to:-

16.11.1 notify such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter one week in advance of incurring Tax payments and provide the computations on the applicable Taxes, duties or deductions to be deducted or withheld and obtain the prior consent of such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter before taking any action for incurring any Taxes, duties or deductions;

16.11.2 make the necessary registrations and filings and settle the Taxes, duties or deductions due to the relevant Authorities for such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter, and liaise with such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter and assist it with submitting all such information or documents and conducting all such actions as may be necessary for finalizing the Tax assessment such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter, provided that the Company shall provide such Tax assessment for review by such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter, and shall obtain its prior consent to, any information or documents so proposed to be submitted to the relevant Authorities by the Company in connection with the making of necessary Tax registrations and filings and the settling of Taxes, duties or deductions due to the relevant Authorities for assessment for such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter;

16.11.3 provide to such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter all Tax payment receipts to with the name of such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter as the named Tax payer; and

16.11.4 obtain and return the original final Tax assessment to such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter.

16.12 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the Capital Market Intermediaries, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorises the Overall Coordinators to act on behalf of all the Capital Market Intermediaries, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, Joint Lead Managers and the Hong Kong Underwriters or any of them under this Agreement

and authorises the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

16.13 **Contracts (Rights of Third Parties) Ordinance:** A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 16.13:

16.13.1 Indemnified Parties may enforce and rely on Clause 11 to the same extent as if they were a party to this Agreement;

16.13.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 16.13.

16.14 **Survival**: The provisions in this Clause 16 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

16.15 **Professional Investors**: Each of the Company and the Controlling Shareholders has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "**you**" or "**your**" shall mean each of the Company and the Controlling Shareholders, and "**we**" or "**us**" or "**our**" shall mean the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters).

16.16 **Further Assurance**: The Warrantors shall from time to time, upon being required to do so by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners or Joint Lead Managers 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners or the Joint Lead Managers may require to give full effect to this Agreement and securing to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

16.17 **Recognition of the U.S. Special Resolution Regimes**

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

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

be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

16.17.3 In this Clause 16.17:

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

"**Covered Entity**" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

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

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

SCHEDULE 1

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Addressee and Fax Number)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
CCB International Capital Limited Address: 12th Floor, CCB Tower 3, Connaught Road Central, Central, Hong Kong Email: PROJECT_BENBEN@ccbintl.com Attention: Project Benben Team	See below	See below
Shenwan Hongyuan Securities (H.K.) Limited Address: Level 6, Three Pacific Place 1 Queen's Road East, Hong Kong Email: ecm@swhyhk.com Attention: ECM Team	See below	See below
BOCI Asia Limited Address: 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong Email: HK-IBD-ECM@bocigroup.com Attention: BOCI ECM Team	See below	See below
China Everbright Securities (HK) Limited Address: 33/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong Email: ECM@ebshk.com Attention: ECM Team	See below	See below
Fosun International Securities Limited Address: Suite 2101-2105 21/F Champion Tower, 3 Garden Road, Central, Hong Kong Email: ecm_benben@fosunwealth.com Attention: Daniel Shi	See below	See below
Futu Securities International (Hong Kong) Limited	See below	See below

Address: 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong Email: project.Benben@futuhk.com Attention: Heidi Cheng		
Livermore Holdings Limited Address: Unit 1214A, 12/F, Tower II Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong Email: project@livermore.com.hk Attention: Samuel LIN	See below	See below
Shenwan Hongyuan Securities (H.K.) Limited Address: Level 6, Three Pacific Place 1 Queen's Road East, Hong Kong Email: ecm@swhyhk.com Attention: ECM Team	See below	See below
Ruibang Securities Limited Address: 9/F, Sang Woo Building, 227-228 Gloucester Road, Wan Chai, Hong Kong Email: ecm@ruibang.com.hk Attention: Mr. Nelson Wong/ Mr. Martin Sham	See below	See below
Sinolink Securities (Hong Kong) Company Limited Address: Unit 3501–08, 35/F, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong Email: project.benben@hksinolink.com.hk; xiasj@hksinolink.com.hk Attention: Shijie Xia	See below	See below
Victory Securities Company Limited Address: 11/F, Yardley Commercial Building, 3 Connaught Road West, Sheung Wan, Hong Kong Email: vic_ecm@victorysec.com.hk Attention: Daphne Shao / Shereen Lu	See below	See below
Zhongtai International Securities Limited Address: 19/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong Email: ecm@ztsc.com.hk	See below	See below

Attention: Mr. Andy She / Mr. Bowen Chen / Ms. Mary Ma / Ms. Cecilia Lai		
Patrons Securities Limited Address: Unit 3214, 32/F, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong Email: ecm_psl@patronshk.com Attention: Mike Yeung	See below	See below
Total:		100%

A = B/C x 2,500,000 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 2,500,000, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

"B" is the number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter (or its affiliate, as the case may be) has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

"C" is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters (or its affiliate, as the case may be) have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 2

THE WARRANTIES

Part A: Representations and Warranties of the Warrantors

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

1 **Accuracy of Information**

1.1 None of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or any individual Supplemental Offering Material (as defined below) 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 material 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 do not apply to statements or omissions in the Hong Kong Public Offering Documents, the Preliminary Offering Circular or any individual Supplemental Offering Material made in reliance upon information furnished to the Company by or on behalf of any Hong Kong Underwriter expressly and specifically for use therein, it being understood that such information consists only of their respective names, logos, addresses and qualifications of the Hong Kong Underwriters as set forth in the Hong Kong Public Offering Documents.

1.2 No individual Supplemental Offering Material (as defined below) conflicts or will conflict in any material respect with the Hong Kong Public Offering Documents or the Preliminary Offering Circular (as used herein, "**Supplemental Offering Material**" means any "**written communication**" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (other than the Hong Kong Public Offering Documents, the Preliminary Offering Circular or amendments or supplements thereto), including, without limitation, any roadshow materials relating to the Offer Shares that constitutes such a written communication, provided, however, that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Hong Kong Prospectus, the Preliminary Offering Circular or any individual Supplemental Offering Material made in reliance upon information furnished to the Company by or on behalf of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters expressly and specifically for inclusion therein, it being understood that such information consists only of their respective names, logos and addresses.

1.3 All statements or expressions of opinion or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the working capital and the sufficiency thereof, future plans, use of proceeds, material accounting policies, indebtedness, planned capital expenditure, prospects, dividends, regulatory compliance, material contracts, litigation and impact of COVID-19) contained in each of the Hong Kong Public Offering Documents the CSRC Filings or the Preliminary Offering Circular and any Supplemental Offering Material when considered together with the Hong Kong Public Offering Documents or the Preliminary Offering Circular (A) have been made after due, careful and proper consideration; (B) are fairly and honestly made based on grounds and assumptions referred to in each of

the Hong Kong Public Offering Documents the CSRC Filings, and the Preliminary Offering Circular or otherwise based on reasonable grounds and assumptions, and such grounds and assumptions are and will remain fairly and honestly held by the Company and the Controlling Shareholders; and (C) represent and continue to represent reasonable and fair expectations honestly held based on facts known or which could, upon due and careful inquiry, have been known to the Company or the Controlling Shareholders; there are no other material facts or matters the omission of which would or may make any such expression, statement, forecast or estimate misleading.

1.4 The Hong Kong Public Offering Documents contain (A) all information and particulars required to comply with the Companies (WUMP) Ordinance, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the Shares on the Stock Exchange (unless any such requirement has been waived or exempted by the relevant Authority) and (B) all such information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, financial position, profits and losses, and management and prospects of the Company and the Subsidiaries, taken as a whole, and of the rights attaching to the Shares.

1.5 All public notices, announcements and advertisements in connection with the Global Offering (including the Formal Notice and the OC Announcement) and all filings and submissions provided by or on behalf of the Company, the Controlling Shareholders, any of its Subsidiaries, and/or any of their respective directors, supervisors (if any), officers, or, to the Warrantors' knowledge, by or on behalf of any of their respective 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, except where failure to so comply with such applicable Laws would not, or could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect, and contain no untrue statement of a material fact and do not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

1.6 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) to the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings. Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.

1.7 Without prejudice to any of the other Warranties:

1.7.1 the statements contained in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Future Plans and Use of Proceeds" are complete, true and accurate in all material respects and not misleading, and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and reasonable enquiry;

1.7.2 the statements relating to the Group's liquidity, financial resources, indebtedness and working capital contained in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Financial Information" are complete, true and accurate in all material respects and not misleading;

1.7.3 the interests of the Controlling Shareholders, the Directors and the substantial shareholders (as defined in the Securities and Futures Ordinance) of the

Company in the share capital of the Company and in contracts with the Company and any other member of the Group are fully and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

1.7.4 the statements contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular (A) under the sections headed "Share Capital" and "Appendix III – Summary of the Constitution of the Company and Cayman Islands Company Laws", insofar as they purport to describe the terms of the Offer Shares; (B) under the section headed "Regulatory Overview" and "Appendix III – Summary of the Constitution of the Company and Cayman Islands Company Laws", insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Group; (C) under the section headed "Appendix IV – Statutory and General Information", insofar as they purport to describe the provisions of the Laws and documents referred to therein; and (D) under the section headed "Appendix III – Summary of the Constitution of the Company and Cayman Islands Company Laws", insofar as they purport to describe the material provisions of the Articles of Association, are a fair summary of the relevant terms, laws, regulations and documents;

1.7.5 the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed "Risk Factors" are complete, true and accurate and not misleading and represent the true and honest belief of the Warrantors and the Directors arrived at after due, proper and careful consideration, and there are no other material risks or other matters associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group or an investment in the Shares which have not been disclosed;

1.7.6 the Application Proof and the PHIP are in compliance with Practice Note 22 of the Listing Rules and are in compliance with the guidance on redaction and appropriate warning and disclaimer statement for publication as provided in the Chapter 6.4 of the Guide for New Listing Applicants published by the Stock Exchange.

1.8 All statistical, operational or financial data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that come from the Company have been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate safeguards to ensure that the data are, in all material respects, complete, true and accurate and not misleading and presents fairly the information shown therein; all statistical or market-related data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that come from sources other than the Company are based on or derived from sources (whether or not publicly available) which the Company reasonably believes in good faith to be reliable and accurate in all material respects and fairly present such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required, except where the lack of such consent would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

1.9 Each of the CSRC Filings is and remains complete, true and accurate and not misleading, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading.

1.10 All information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) by or on behalf of the Company and the Subsidiaries and/or any of their respective directors,

supervisors (if any), officers, or, to the Company's knowledge, by or on behalf of any of their respective employees, affiliates or agents to the Stock Exchange, the SFC, the CSRC, any other relevant Authority, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company, the Underwriters, the Overall Coordinators or the Capital Market Intermediaries for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including the answers and documents contained in or referred to in the Verification Notes, the information, answers and documents used as the basis of information contained in any of the Hong Kong Public Offering Documents the CSRC Filings and the Preliminary Offering Circular or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Underwriters of their obligations under all applicable Laws (including the CSRC Rules), the discharge by the Sole Sponsor of its obligations as sponsor to the listing of the Shares of the Company under the Listing Rules and other applicable Laws, information and documents provided for the discharge by the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Overall Coordinators and/or a Capital Market Intermediary under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any applicable Authority) was so disclosed or made available in good faith and was, when given and, except as subsequently disclosed in each of the Hong Kong Public Offering Documents the CSRC Filings and the Preliminary Offering Circular or otherwise notified to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority, as applicable, remains complete, true and accurate in all material respects and does 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.

2 **The Company and the Group**

2.1 As of the date of this Agreement, the Company has the authorized and issued share capital as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Share Capital", and all of the issued shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable, and are owned by the existing shareholders and in the amounts specified in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and have been issued in compliance with all applicable Laws, were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are subject to no Encumbrance at the time of issuance.

2.2 The Company has been duly incorporated and is validly existing as an exempted company with limited liability in good standing under the Laws of Cayman Islands, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents and to perform its obligations hereunder and thereunder, and to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association and other constituent or constitutive documents of the Company comply with the requirements of the Laws of Cayman Islands and are in full force and effect; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance, and the Articles of Association of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules).

2.3 The Company is duly qualified to transact business and is in good standing (where applicable) in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise), except where the failure to be so qualified would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

2.4 (A) "Appendix I – Accountants' Report – Notes to the Historical Financial Information – 1. Basis of Preparation and Presentation of Historical Financial Information" of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular sets forth a list of material Subsidiaries of the Company and the Company's interests in these material Subsidiaries as of the date of such Accountants' Report; (B) except as otherwise disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the Company did not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any other corporation, firm, partnership, joint venture, association or other entity that was material to the Group, taken as a whole, as of the date of the Accountants' Report; (C) the registered capital of each of the Subsidiaries and Consolidated Affiliated Entities that is a PRC person has been validly issued and fully paid up with all contributions to such registered capital having been paid within the time periods prescribed under applicable PRC Laws, and all payments of such contributions having been approved by the applicable Authority in the PRC, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are owned by the Company subject to no Encumbrance except which would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (D) no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests, debentures in, or other securities or partnership interests of or in the Company or any of its Subsidiaries are outstanding except which would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (E) each of the Subsidiaries and Consolidated Affiliated Entities is a legal person with limited liability and the liability of the Company in respect of equity interests held in each relevant Subsidiary or Consolidated Affiliated Entity is limited to its investment therein; and (F) except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Controlling Shareholders, the Directors or management of the Company own, directly or indirectly, any shares of capital stock of, or equity interest in, or partnership interests in, or any rights, warrants or options to acquire, or instruments or securities convertible into or exchangeable for, any share capital of, or direct interests in, the Company or any of its Subsidiaries.

2.5 Each of the Subsidiaries and Consolidated Affiliated Entities 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 Laws of the jurisdiction of its incorporation, registration or organization, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, except which would not, individually or in the aggregate, result in a Material Adverse Effect. Each of the Company and the Subsidiaries is capable of suing and being sued in its own name; each of the Subsidiaries is duly qualified to transact business in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise), except where the failure to be so qualified or in good standing would not, individually or in the aggregate, result in a Material Adverse Effect; the articles of association and other constituent or constitutive documents and the

business licence (as applicable) of each of the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization, and are in full force and effect. Each of the Company and 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 any Authority.

2.6 As of the date of this Agreement, 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.

2.7 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no person, individually or together with his, her or its Affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in no less than 5% of any class of the Company's capital stock through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.

2.8 Neither the Company nor any of the Subsidiaries is conducting or proposes to conduct any business, or has or proposes to acquire any property or asset, or has incurred or proposed to incurred any liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Group as a whole but is not directly or indirectly related to the business of the Group as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

3 **Contractual Arrangements**

3.1 The description of the corporate structure of the Company and each of its Subsidiaries and Consolidated Affiliated Entities controlled by the Company through Contractual Arrangements, the shareholders of the Consolidated Affiliated Entities, and the Contractual Arrangements as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed "Contractual Arrangements" is true and accurate in all material respects and nothing has been omitted from such description which would make it misleading.

3.2 Each Contractual Arrangement has been duly authorized, executed and delivered by the parties thereto and constitutes a valid and legally binding obligation of the parties thereto, enforceable in accordance with its terms, except where such matters would not, or could not reasonably be expected to, result in a Material Adverse Effect; except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no Approvals and Filings is required for the performance of the obligations under any Contractual Arrangement by the parties thereto; no Approvals and Filings that has been obtained is being withdrawn or revoked or is subject to any condition precedent which has not been fulfilled or performed, provided, however, that the exercise of the call options under the Contractual Arrangements and the foreclosure of the pledge under the Contractual Arrangements shall be subject to the applicable Approvals and Filings, except where such matters would not, or could not reasonably be expected to, result in a Material Adverse Effect; except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the corporate structure of the Company complies with all applicable laws and regulations of the PRC in all material respects, and neither the corporate structure nor the Contractual Arrangements violate, breach, contravene or otherwise conflict with any applicable laws of the PRC, except where such violation, breach, contravening or conflicting would not, or could not reasonably be expected to, result in a Material Adverse Effect; and to the best of the Company's knowledge, there is no legal or governmental

proceeding, inquiry or investigation pending against the Company, the Subsidiaries and Consolidated Affiliated Entities or shareholders of the Consolidated Affiliated Entities in any jurisdiction challenging the validity of any of the Contractual Arrangements, and to the best of the Company's knowledge, no such proceeding, inquiry or investigation is threatened in any jurisdiction.

3.3 The execution, delivery and performance of each Contractual Arrangement by the parties thereto do not result in a breach or violation of any of the terms and provisions of, or constitute a default under, or result in the imposition of any lien, encumbrance, equity or claim upon any property or assets of the Company or any of the Subsidiaries and Consolidated Affiliated Entities pursuant to (A) articles of association or other constituent or constitutive documents of the Company or any of the Subsidiaries and Consolidated Affiliated Entities; (B) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any of the Subsidiaries and Consolidated Affiliated Entities or any of their properties, or any arbitration award; or (C) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of the Subsidiaries and Consolidated Affiliated Entities is a party or by which the Company or any of the Subsidiaries and Consolidated Affiliated Entities is bound or to which any of the properties of the Company or any of the Subsidiaries and Consolidated Affiliated Entities is subject, except, in each case of (A) to (C), such breach, violation, default or imposition would not result in a Material Adverse Effect; each Contractual Arrangement is in full force and effect and none of the parties thereto is in breach or default in the performance of any of the terms or provisions of such Contractual Arrangement, except where such ineffectiveness, breach or default would not result in a Material Adverse Effect; and none of the parties to any of the Contractual Arrangements has sent or received any communication regarding termination of, or intention not to renew, any of the Contractual Arrangements, and to the best of the Company's knowledge, no such termination or non-renewal has been threatened by any of the parties thereto.

3.4 The Company possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the Consolidated Affiliated Entities, through its rights to authorize the shareholders of the Consolidated Affiliated Entities to exercise their voting rights.

4 **Offer Shares**

4.1 The Offer Shares have been duly and validly authorized and, when allotted, issued and delivered against payment therefor as provided in this Agreement and the International Underwriting Agreement, as applicable, will be duly and validly allotted and issued, fully paid and non-assessable, free of any Encumbrance, and will have attached to them the rights and benefits specified in the Articles of Associations as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and, in particular, will rank pari passu in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and will be evidenced by share certificates which will be in a form which complies with all applicable Laws and such certificates will constitute good evidence of title in respect of the Offer Shares, and will be freely transferrable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers. Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the Offer Shares, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to applicable Laws of the PRC or Hong Kong, the

Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is party; no holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company's liabilities or obligations solely by reason of being such a holder.

4.2 As of the Listing Date, the Company will have the issued share capital as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Share Capital". The share capital of the Company, including the Offer Shares, conforms to each description thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and each such description is complete, true, accurate in all material respects and not misleading.

5 **This Agreement and the Operative Documents**

5.1 Each of this Agreement, the International Underwriting Agreement, the Preliminary Offering Circular, the Final Offering Circular, the Hong Kong Prospectus, the Operative Documents and other documents required to be executed by the Company pursuant to the provisions of this Agreement or the Operative Documents, has been or will be duly authorized, executed and delivered by the Company and, when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity (the "**Bankruptcy Exceptions**").

5.2 To the best knowledge of the Company, as of the date of this Agreement, none of the investment commitment by the cornerstone investor under the Cornerstone Investment Agreement have been, or will be, reduced, withdrawn, terminated, cancelled or otherwise not fulfilled.

6 **No Conflict, Compliance and Approvals**

6.1 Neither the Company nor any of its Subsidiaries is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other constituent or constitutive documents and its business licence (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected, or (C) any Laws applicable to it or any of its properties or assets disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, except, in each case of (B) and (C), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Effect.

6.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents and other documents required to be executed by the Company and/or the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, the issuance and sale of the Offer Shares, the publication of the Hong Kong Prospectus, the Preliminary Offering Circular, the Disclosure Package and the Final Offering Circular, the listing of the Shares on the Stock Exchange, the consummation of the transactions herein or therein contemplated, and the fulfilment of

the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any of its Subsidiaries pursuant to (A) its articles of association or other constituent or constitutive documents or the business licence (as applicable) of the Company, the Controlling Shareholders, or any of its 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 its Subsidiaries is a party or by which it is bound or any of its properties or assets may be bound or affected; or (C) any Laws applicable to the Company or any of its properties or assets, except, in each case of (B) and (C), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Effect.

6.3 Except for the requisite registration of the Hong Kong Prospectus with the Registrar of the Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the Shares on the Main Board of the Stock Exchange, which shall be obtained on the day prior to the Listing Date, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company, any of its Subsidiaries, the Controlling Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the offer, issuance and sale of the Offer Shares, the execution or delivery by each of the Warrantors of this Agreement, the International Underwriting Agreement or the Operative Documents or any other document required to be executed by the Company and/or the Controlling Shareholders pursuant to the provisions of this Agreement, International Underwriting Agreement or the Operative Documents, or the performance by each of the Warrantors of its respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.

6.4 Except as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) no person has the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or shares of any other capital stock of the Company; (B) no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase any Shares or any other shares of the Company; (C) no person has the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares; and (D) no person has the right, contractual or otherwise, to cause the Company to include any Shares or any other shares of the Company in the Global Offering.

6.5 Except as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) the Company and any of its Subsidiaries (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto in all material respects and (ii) have obtained or made and hold, and are in compliance with, all Approvals and Filings that are material to conducting their respective businesses and operations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of its Subsidiaries or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its businesses and operations in the manner presently conducted or proposed to be conducted as described in each of the Hong Kong Public Offering Documents and

the Preliminary Offering Circular; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, except which would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (C) all such Approvals and Filings are valid and in full force and effect, except where such ineffectiveness would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, and neither the Company nor any of its Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, cancellation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, cancelling, suspending or modifying, any such Approvals and Filings, and, to the Company's best knowledge, there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Approvals and Filings, except where such revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change would not, individually or in the aggregate, result in a Material Adverse Effect, or that there is any requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of the Company or any of its Subsidiaries or cause it to incur additional expenditures, except where such additional requirements and expenditures would not, individually or in the aggregate, result in a Material Adverse Effect; and (D) no Authority, in its inspection, examination or audit of the Company or any of its Subsidiaries has reported findings or imposed penalties that have resulted in or could reasonably be expected to result in any Material Adverse Effect and, with respect to any such inspection, examination or audit, all deficiencies identified have been properly rectified, all penalties have been paid, except where such failure to pay or to adopt would not, individually or in the aggregate, result in a Material Adverse Effect.

6.6 (A) all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company and other members of the Group or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made, or will be obtained or made, and any failure to obtain such Approvals and Filings would not, and could not, individually or in the aggregate, result in a Material Adverse Effect; 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 its Subsidiaries pursuant to (i) its articles of association or other constituent or constitutive documents or the business licence (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of its 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 its Subsidiaries or any of its properties or assets,

except in each case of clauses (B)(i) and (ii), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Effect.

6.7 The Hong Kong Public Offering, the International Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents and all related arrangements, in so far as they are the responsibility of the Company, any of its Subsidiaries, or any of the Warrantors (other than the Company), have been and will be carried out in accordance with all applicable Laws and regulatory requirements in Cayman Islands, British Virgin Islands, Hong Kong, the PRC or any other Relevant Jurisdictions.

7 **Accounts and Other Financial Information**

7.1 The Reporting Accountants, whose accountants' report on certain consolidated financial statements of the Group is included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, are independent public accountants with respect to the Group as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.

7.2 (A) The audited consolidated financial statements (and the notes thereto) of the Group included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular give a true, complete and fair view of the consolidated financial position of the Company and the Subsidiaries as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Group for the periods specified, and have been prepared in conformity with the IFRS Accounting Standards ("**IFRS**") issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all historical financial information, summary and selected financial data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are either extracted from the audited financial statements of the Group included therein or derived from the accounting records of the Group, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Group included therein; (C) the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and other unaudited pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are presented in a fair manner as shown therein and have been prepared in accordance with the applicable requirements of the Listing Rules on the bases set out in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and are presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of such unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) are reasonable and disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any); and (D) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that are not included as required; (E) 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; and (F) neither the Company nor any of its 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.

7.3 All historical financial information contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular outside of the Accountant's Report set out in Appendix I to the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been either correctly extracted from the audited financial statements included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular 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.

7.4 The unaudited consolidated financial information of the Group as of October 31, 2024 and for the period from July 1, 2024 to October 31, 2024 (and the notes thereto) attached to the Regulation S and Hong Kong comfort letters delivered, or to be delivered, by the Reporting Accountants and other accounting records of the Group (A) are properly written up and give a true and fair view of, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Group during the period from July 1, 2024 to October 31, 2024; (B) have been complied on a basis consistent with the audited consolidated financial statements of the Group included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (C) reflect normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Group for the period from July 1, 2024 to October 31, 2024; (D) contain no material inaccuracies or discrepancies of any kind; and (E) give a true and fair view of the financial position of the Group as of October 31, 2024 and the results of operations of the Group for the period from July 1, 2024 to October 31, 2024.

7.5 The unaudited (but reviewed) stub period corresponding financial information of the Group which comprises the consolidated statement of comprehensive loss, the consolidated statement of changes in equity and the consolidated statement of cash flows for the six months ended June 30, 2023 and other explanatory information (the "**Stub Period Corresponding Financial Information**") included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) has been reviewed by the Reporting Accountants, (B) has been prepared in conformity with the IFRS applied on a consistent basis throughout the periods involved, (C) has been compiled on a basis consistent with the audited consolidated financial information of the Company included in each of the Hong Kong Public Offering Document and the Preliminary Offering Circular, (D) presents fairly and reflects in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Group or to which the Company or any of its Subsidiaries was a party during the interim periods involved, (E) presents fairly the combined results of operations of the Group for the interim periods involved, (F) contains no material inaccuracies or discrepancies of any kind; and (G) reflect the normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Group for the interim period involved;

7.6 The unaudited consolidated management accounts of the Group as of October 31, 2024 and for the four months ended October 31, 2024 and other accounting records of the Group (A) have been properly written up and present fairly, and reflect in conformity in all material respects with IFRS and the accounting policies of the Group, 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 material inaccuracies or discrepancies of any kind, and (C) present fairly the consolidated financial position of the Company and the Group as of October 31, 2024

and the consolidated results of operations, cash flows and changes in equity of the Company and the Group for the four months ended October 31, 2024.

7.7 The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Prospectus and the Preliminary Offering Circular entitled "Financial Information – Discussion of Selected Consolidated Statements of Financial Position Items - Working Capital Sufficiency", in each case, (A) has been prepared after due, careful and proper consideration, and represents reasonable and fair expectations truly and honestly held, by the Company and the Directors on the basis of facts known to the Company and the Directors after due and careful enquiry, and the bases and assumptions used in the preparation of the statement of adequacy of the working capital (i) are all those that the Company and the Directors believes are significant in forecasting the adequacy of the working capital of the Company for at least the 12-month period immediately following the Hong Kong Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable estimate or forecast (as the case may be) by the Company and the Directors of the events, contingencies and circumstances described therein; and (B) the statement of adequacy of the working capital represents a fair and reasonable forecast of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Hong Kong Prospectus Date.

7.8 The statements set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Financial Information – Critical Accounting Policy Information and Estimates" are complete, true and accurate in all material respects and not misleading and fairly describe (A) accounting policies which the Company believes are the most material to the portrayal of the Company's and the Group's financial condition and results of operations ("**Critical Accounting Policies**"); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions. The Board and senior management of the Company has reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountants with regard to such selection, application and disclosure.

7.9 Each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately and fairly describes (A) all trends, demands, commitments, events, uncertainties and risks that would materially affect liquidity or capital resources of the Company or any of its Subsidiaries and could reasonably be expected to occur; and (B) all material off-balance sheet transactions, arrangements, obligations and liabilities, direct or contingent (if any); the Company and the Subsidiaries do not have any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company and the Subsidiaries, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the liquidity of the Group or the availability thereof or the requirements of the Group for capital resources.

7.10 The memorandum of the Board on profit forecast of the Group for the period ending December 31, 2024 and working capital forecast for the period ending December 31, 2025 (the "**Memorandum**"), which has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering, has been prepared after due and careful inquiry and on the bases and assumptions stated in the Memorandum, and in accordance with the Company's accounting policies described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, all of which the Directors honestly believe to be fair and reasonable and (A) all statements of fact in the Memorandum are complete, true and accurate in all material aspects and not misleading; (B) all expressions of opinion contained in the

Memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported, including, without limitation, that all approvals required for the recognition of reverses in accordance with the Company's accounting policies at the time envisaged by the Memorandum will be received; and (C) the assumptions used in the preparation of the Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the material events, contingencies and circumstances described therein; and (D) there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Memorandum.

7.11 (A) The factual contents, to the extent furnished by or on behalf of the Company, of the reports, letters or certificates of the Reporting Accountants are complete, true and accurate in all material aspects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material aspects) and no material 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 information which has not been provided the result of which would make the information so received misleading; and (C) no information was withheld from the Reporting Accountants, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets 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.

8 Indebtedness and Material Obligations

8.1 (A) Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, neither the Company nor any of its 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 material guarantee or other contingent liabilities; (B) no material outstanding indebtedness of the Company or any of its 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 its Subsidiaries that is repayable on demand is owed has demanded or, to the Company's knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) to the Company's knowledge, no circumstance has arisen such that any person is now entitled to require payment of any

material indebtedness of the Company or any of its Subsidiaries, or under any guarantee of any material liability of the Company or any of its Subsidiaries, by reason of default of the Company or any of its Subsidiaries or any other person or under such guarantee given by the Company or any of its Subsidiaries; and (E) neither the Company nor any of its Subsidiaries has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.

8.2 (A) The amounts borrowed by the Company or any of its Subsidiaries do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or its business licence (as applicable) or in any debenture or other deed or document binding upon it; (B) neither the Company nor any other member of the Group has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of its 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) to the best of the Company's knowledge, 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 material investment grants, loan subsidies or financial assistance received by or pledged to the Company or any of its Subsidiaries from or by any Authority in consequence of which the Company or any of its Subsidiaries is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance, except in each case of clause (A) to (D), where such matters would not, or could not, individually or in aggregate, reasonably be expected to, result in a Material Adverse Effect.

9 **Subsequent Events**

9.1 Except as otherwise disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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, neither the Company nor any of its 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, taken as a whole, and that is not in its ordinary and usual course of business; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company or the relevant Subsidiaries, taken as a whole; (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Company or the relevant Subsidiaries, taken as a whole; (D) cancelled, waived, released or discounted in whole or in part any material debt or claim; (E) purchased or reduced, or agreed to purchase or reduce, its capital stock of any class; (F) declared, made or paid any dividend or distribution of any kind on its capital stock of any class (in respect of the Subsidiaries only, where such declaration, making or payment is material to the relevant Subsidiaries); (G) incurred any mortgage or pledge or the creation of any security interest, lien, or any Encumbrance on any asset or any lease of property, plant or equipment that is material to the Company or the relevant Subsidiaries, taken as a whole, other than such Encumbrances created in the ordinary course of business; or (H) 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 (G) above.

9.2 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, (A) neither the Company nor any of its Subsidiaries has sustained any material

loss or material interference with its business from fire, explosion, flood, earthquake, epidemic, pandemic or outbreak of infectious disease (including, without limitation, COVID-19) or other calamity, whether or not covered by insurance, or from any labour dispute or any action, order or decree of any Authority; (B) each of the Company and 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 in all material respects; (C) the Group has continued to pay its creditors in the ordinary course of business and on arms' length terms and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; and (D) there has been no Material Adverse Effects in the relations of the Group's business with its customers, suppliers, or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of the said business or of the Group as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Group as a whole.

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 any Material Adverse Effect.

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, there has been no material decreases in share capital and cash and cash equivalents of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and there has been no material decrease in revenue compared to the corresponding periods in the preceding financial year.

9.5 As of the date of this Agreement, the Group has not had any litigation, claims or material disagreements with the Group's suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations.

10 **Assets**

10.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) each of the Company and the Subsidiaries has valid title to all real property 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 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, individually or in the aggregate, result in a Material Adverse Effect; (C) each material lease to which the Company or any of its Subsidiaries is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto, subject, as to enforceability, to the Bankruptcy Exceptions, with such exceptions 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 of its Subsidiaries has occurred and is continuing or is likely to occur under any of such leases, except such default which would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (E) neither the Company nor any of its Subsidiaries 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 where the lack of such rights 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; and (I) neither the Company nor any of its Subsidiaries 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 their businesses in the manner described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

10.2 The Company and its Subsidiaries have valid title to all inventory used in its business free from any liens, mortgages, charges, encumbrances or other third party rights (other than any lien or other encumbrance arising by operation of law in the ordinary or usual course of business and without fault on the part of the licensor or encumbrancer) and the inventory is of normal merchantable quality and capable of being sold by the Company and the relevant Subsidiaries in the ordinary course of business to a purchaser, except for such events which would not, or could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect.

10.3 (A) The Company and the Subsidiaries own all rights, title and interest in and to, free of Encumbrances, or have obtained (or can obtain on reasonable terms) valid and enforceable licences for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the "**Intellectual Property**") described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as being owned or licensed or used by them and such rights and licenses held by each of the Company and the Subsidiaries in any Intellectual Property comprises all the rights and licenses that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted, and all documents and instruments necessary to establish and maintain the rights of the Company and the Subsidiaries in the Intellectual Property have been validly executed, delivered and filed in a timely manner with the appropriate Authority; (B) each agreement or arrangement pursuant to which the Company or any of its Subsidiaries has obtained licences for, or other rights to use, the Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to the Bankruptcy Exceptions, and the Company and the Subsidiaries have complied with the terms of each such agreement or arrangement which is in full force and effect, except where such lack or invalidity of licenses or have such rights would not, individually or in the aggregate, result in a Material Adverse 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 its Subsidiaries has occurred and is continuing or is likely to occur under any such

agreement or arrangement and no notice has been given by or to any party to terminate such agreement or arrangement; (C) to the Company's knowledge, there is no claim to the contrary or any challenge by any other person to the rights of the Company or any of its Subsidiaries with respect to the Intellectual Property; (D) neither the Company nor any of its Subsidiaries has infringed or is infringing the Intellectual Property of a third party, or has received notice of a claim by a third party to the contrary; (E) to the Company's knowledge, there are no facts or circumstances existing or that have in the past existed which may lead to rights having been or to be established by third parties to any Intellectual Property, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (F) there is no infringement by third parties of any Intellectual Property; (G) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (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 its 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, except, in each of the clause (A) to (H) above, as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

10.4 (A) All computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company or any of its Subsidiaries (collectively, the "**Information Technology**") comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company and the Subsidiaries as currently conducted or as proposed to be conducted; (B) the Company and the Subsidiaries either legally and beneficially own, or have obtained licences for, or other rights to use, all of the Information Technology, and such licenses or rights are in full force and effect and have not been revoked or terminated and there are no known grounds on which they might be revoked or terminated, except for such termination which would not result in a Material Adverse Effect; (C) each agreement pursuant to which the Company or any of its Subsidiaries has obtained licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to the Bankruptcy Exceptions, the Company and the Subsidiaries, as the case may be, have complied in all material respects with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of its 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 revoke or terminate such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and the Subsidiaries are maintained and operated by the Company and the relevant Subsidiaries and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the relevant Subsidiaries; (E) 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 do so, the Company or the relevant 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; (F) there are no material defects relating to the Information Technology; (G) each of the Company and the Subsidiaries

has in place procedures to prevent unauthorized access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; and (H) each of the Company and the Subsidiaries has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Group.

10.5 The Company and any other member of the Group have (A) complied with all intellectual property protection requirements set forth in the agreements with the Group's customers, suppliers or licensors in all material respects; and (B) adopted and implemented effective intellectual property protection measures and procedures, satisfactory to the Group's customers, suppliers and licensors in all material respects.

11 **Compliance with Employment and Labor Laws**

11.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, neither the Company nor any of its Subsidiaries 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 to any of its present or past employees or to any other person. Where the Company or any of its Subsidiaries participates in, or has participated in, or is liable to contribute to any such schemes, the Group does not have any outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws except as fully disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular. There are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any of its Subsidiaries other than remuneration accrued, due or for reimbursement of legitimate business expenses. No directors or senior management of the Company or any of its Subsidiaries have given or been given notice terminating their contracts of employment; there are no proposals to terminate the employment or consultancy of any directors, key employees or consultants of the Company or any Subsidiaries or to vary or amend their key terms of employment or consultancy (whether to their detriment or benefit). Neither the Company nor any of the Subsidiaries has any outstanding undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants except where such liability would not result in a Material Adverse Effect. No liability has been incurred by the Company or any of its Subsidiaries for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or any of its Subsidiaries that have resulted in or could reasonably be expected to result in any Material Adverse Effect.

11.2 All contracts of service in relation to the employment of the employees, directors and consultants of the Company and the Subsidiaries are on usual and normal terms which do not impose any unusual or onerous obligation on the Group in any material respect and all subsisting contracts of service to which the relevant Subsidiaries is a party are legal, valid, binding and enforceable in accordance with their respective terms subject, as to enforceability, to the Bankruptcy Exceptions and are determinable at any time on reasonable notice without material compensation (except for statutory compensation) and there are no claims pending or, threatened or capable of arising against the relevant Subsidiaries, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance, except where such claims, would not,

or could not reasonably be expected to, individually or in the aggregate, result in any Material Adverse Effect; the Company and the Subsidiaries have, in relation to their respective directors, employees or consultants (and so far as relevant to each of its respective former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of employment or consultancy.

11.3 Except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect, (A) there is (i) no dispute with the Directors and no strike, labour dispute, slowdown or stoppage or other conflict with the employees of the Company or any of its Subsidiaries pending or, to the Company's knowledge, threatened against the Company or any of its Subsidiaries, (ii) no union representation dispute currently existing concerning the employees of the Company or any of its Subsidiaries, and (iii) no existing, to the Company's knowledge, imminent or, threatened labour disturbance by the employees of any of the principal suppliers, contractors or customers of the Company or any of its Subsidiaries; and (B) there have been and are no violations of any applicable labour and employment Laws of Cayman Islands, British Virgin Islands, Hong Kong, the PRC or any other Relevant Jurisdictions by the Company or any of its Subsidiaries, or, to the best of the Company' s knowledge after due and careful inquiry, by any of the principal suppliers, contractors or customers of the Company or any of its Subsidiaries, except for violations which would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

12 **Compliance with Environmental Laws**

12.1 The Company and the Subsidiaries and their respective assets and operations are in compliance with, and the Company and the Subsidiaries have obtained or made and hold, and are in compliance with, all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below) in all material respects; there are no past, present or, to the best of the Company's knowledge after due inquiry, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to the Company or any of its Subsidiaries under, or to interfere with or prevent its compliance with, Environmental Laws in any material respects. Neither the Company nor any of its Subsidiaries is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, to the Company's knowledge, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Laws or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, "**Environmental Laws**" means Laws relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect. "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Laws).

13 **Cybersecurity and Data Protection**

13.1 The Group's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are, in all material respects, adequate for, and operate and perform as required in connection with the operation of the business of the Company and the Subsidiaries as currently conducted. The Group has implemented and maintained

commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all material IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws (collectively, "**Personal Data**")) used in connection with their businesses, and there have been no material breaches, violations, outage, leakages or unauthorized uses of or accesses to the same.

13.2 (A) The Company and the Subsidiaries have complied with all applicable data protection Laws concerning cybersecurity data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**"); (B) neither the Company nor any of its Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant data protection Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the Relevant Jurisdictions; (C) neither the Company nor any of its Subsidiaries has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data there is no outstanding order against the Company or any of its Subsidiaries in respect of the rectification or erasure of data; (D) no warrant has been issued authorizing the data protection Authority (or any of its officers, employees or agents) to enter any of the premises of the Company nor any of its Subsidiaries for the purposes of, *inter alia*, searching them or seizing any documents or other material found there except, in each of the clause (A) to (D) above, as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

13.3 (i) Neither the Company nor any of its Subsidiaries is subject to an investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration by the Cyberspace Administration of the PRC (the "**CAC**"), the CSRC or any other relevant Authority; (ii) neither the Company nor any of its Subsidiaries has received any communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (iii) the Company has not received any notice or determination from competent PRC Authorities identifying it as a critical information infrastructure operator, and neither has the Company been involved in any investigation on cybersecurity review made by PRC Authorities; (iv) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgements, awards and proceedings on the Company or any of its Subsidiaries or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (v) neither the Company nor any of its Subsidiaries has received any objection to this Global Offering from the CSRC, the CAC or any other relevant Authority.

14 **Insurance**

14.1 The Group maintains insurance adequately in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, except for, in either case, the lack of such insurance would not, individually or in the aggregate, result in a Material Adverse Effect. Such insurance is fully in force on the date hereof and will be fully in force at all other times when the Warranties are repeated pursuant to this Agreement, and insures against such losses and risks to an extent which is prudent in accordance with customary industry practice to protect the Group and its business. The Group is in compliance with the terms of all such insurance in all material respects and there are no claims by the Company or any

of its Subsidiaries under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause. The Company has no reason to believe that it will not be able to renew any such insurance as and when such insurance expires, except in cases where the failure of such renewal, or the voidance of such insurance, would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect. Neither the Company nor any of its Subsidiaries has been refused any material insurance coverage sought or applied for and, to the Company's knowledge, (i) there are no circumstances likely to give rise to such refusal, and (ii) none of the Group's policies of insurance are subject to any special or unusual terms or restrictions or to the payment of any premium which has been significantly increased as a result of claims history. All premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of such policies have been fully observed and performed by the Company and the Subsidiaries, except which would not, individually or in the aggregate, result in a Material Adverse Effect.

15 **Internal Controls**

15.1 The Group has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of financial statements in compliance with IFRS and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRS; and (F) the Directors are able to make a proper assessment of the financial position, results of operations and prospects of the Company and the Subsidiaries, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons. The Company's current management information and accounting and financial reporting control system has been in operation for at least one year during which neither the Company nor any of its Subsidiaries has experienced any material difficulties with regard to clauses (A) through (F) above. To the Company's knowledge, there are no material weaknesses in the Company's internal control over accounting and financial reporting and no changes in the Company's internal control over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's internal control over accounting and financial reporting.

15.2 The Group has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Company or any of the Subsidiaries is made known in a timely manner to the Company and its Board and management; and (B) the Company and its Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, Companies (WUMP) Ordinance and any other applicable Laws relating to disclosure of information and reporting obligations, including, without limitation, the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for

which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Laws, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Laws).

15.3 None of the deficiencies and issues identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of the Company or any of its Subsidiaries to comply with any applicable Laws. Any material issues or deficiencies identified and as disclosed in such internal control report have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to, individually or in the aggregate, materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

15.4 The statutory books, books of account and other records of the Company and each of the Subsidiaries are in the proper possession, up-to-date in all material respects and contain records that are, in all material respects, complete and accurate as required by applicable Laws in such books and no notice or allegation on the accuracy and rectification has been received; all accounts, documents and returns required by applicable Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other Authority in any jurisdiction have been duly and correctly delivered or made in all material respects.

16 **Compliance with Bribery, Money Laundering and Sanctions Laws**

16.1 Neither the Company, the Controlling Shareholders, and any of the Subsidiaries, nor any of their respective directors, officers, or to the Warrantors' knowledge, employees, or agents, "affiliates" (within the meaning of Rule 501(b) under the Securities Act), in each case acting for or on behalf of the Company or any of its Subsidiaries, is aware of, or has taken any action, directly or indirectly, that would result in a violation by such persons of, or has engaged in any activity or conduct that would violate any Anti-Corruption Laws (as used here, "**Anti-Corruption Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, the relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti- Commercial Bribery, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any legislation implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and any other applicable laws, rules or regulations regarding anti-bribery or illegal payments or gratuities), including, without limitation, directly or indirectly paying, offering, giving, promising to pay, or authorizing the payment of any money or anything of value (including any gift, sample, rebate, travel, meal and lodging expense, entertainment, service, equipment, debt forgiveness, donation, grant or other thing of value, however characterized, or other corrupt or unlawful payment) to any Government Official (as used herein, "**Government Official**" means any employee, official, or other person acting on behalf of any Authority or department, agency or instrumentality thereof, or of any public international organization, or any political party or official

thereof, or candidate for political office, or a relative of any such individual) or any other person at the suggestion, request, direction or for the benefit of any Government Official or other person for the purpose of improperly (a) influencing any act or decision of such Government Official in his official capacity, (b) inducing such Government Official to do or omit to do any act in relation to his lawful duty, (c) securing any improper advantage from any person, Government Official, or Authority, (d) inducing such Government Official to influence or affect any act or decision of any Authority. No investigation, action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator relating to any actual or alleged violation by the Company, the Controlling Shareholders or any of its Subsidiaries of the Anti-Corruption Laws is pending or, to the Company's knowledge, threatened.

16.2 Neither the Company, nor any of its Subsidiaries, nor any of their respective "affiliates" (within the meaning of Rule 501(b) under the Securities Act), in each case acting for or on behalf of the Company or any other member of the Group, has received any notice or communication from any person that alleges, or been involved in any internal investigation involving any allegations relating to, potential violation of any Anti-Corruption Laws or other applicable Laws, or have received a request for information from any Authority regarding Anti-Corruption Laws.

16.3 The Company, the Controlling Shareholders, the other members of the Group and their respective "affiliates" (within the meaning of Rule 501(b) under the Securities Act) have instituted and maintained, and the Company and the other members of the Group will continue to maintain, policies, procedures, and internal controls designed to promote and achieve compliance with the Anti-Corruption Laws.

16.4 Neither the Company nor any of its Subsidiaries, the Controlling Shareholders, nor any of their respective directors or officers, to the Warrantors' knowledge, employees, or agents, "affiliates" (within the meaning of Rule 501(b) under the Securities Act) in each case acting for or on behalf of the Company or any of its Subsidiaries, has engaged in any activity or conduct that would violate any Anti-Money Laundering Laws (as defined below). The operations of the Group are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements, including any applicable requirements of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Executive Order No. 13224 of September 23, 2001 entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism," and the applicable anti-money laundering statutes of jurisdictions where the Group and the Controlling Shareholders conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), the Group has instituted and maintains policies and procedures designed to ensure continued compliance with Anti- Money Laundering Laws and no investigation, action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator relating to any actual or alleged violation by the Company, the Controlling Shareholders or any of its Subsidiaries of the Anti-Money Laundering Laws is pending or, to the Warrantors' knowledge, threatened.

16.5 None of the Company or any of the Subsidiaries is directly or knowingly engaged in, or has engaged in, any dealings or transactions with any Sanctions Target (as defined below) or in or with any Sanctioned Country (as defined below), except to the extent permissible for a person required to comply with Sanctions (as defined below).

16.6 None of the Company, the Controlling Shareholders or the Subsidiaries, nor any of their respective directors, officers, or to the Warrantors' knowledge, employees, agents, or "affiliates" (within the meaning of Rule 501(b) under the Securities Act) in each case

acting for or on behalf of the Company or any other member of the Group, (a) is a person or entity that is, or is owned or controlled by a person that is (i) the target of any Sanctions (as defined below) (including as a result of being named on any Sanctions-related list), administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**") (including, without limitation, the designation as a "specially designated national or blocked person" thereunder) the U.S. Department of State or the U.S. Department of Commerce's Bureau of Industry and Security (including, without limitation the "Entity List", "Military End User List", "Denied Person List", "Unverified List" in relation to the Sanctions under U.S. Export Administration Regulations), the United Nations Security Council, the Swiss State Secretariat for Economic Affairs, the Hong Kong Monetary Authority, the European Union, HM's Treasury, the Australian Department of Foreign Affairs and Trade or other relevant Sanctions authority including without limitation the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, the Iranian Transactions and Sanctions Regulations, the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, Section 1245 of the National Defense Authorization Act for Fiscal Year 2012, the Iran Sanctions Act, any other US sanctions regulations, Executive Orders or statutes, the Charter of the United Nations Act 1945 (Cth) and the Autonomous Sanctions Act 2011 (Cth) and associated regulations, all as amended, or any of the OFAC regulations (including, without limitation, 31 CFR, Subtitle B, Chapter V, as amended) , any enabling legislation or executive order relating thereto (collectively, "**Sanctions**"), or (ii) operating, located, organized or resident in a country or territory that is itself the subject of comprehensive territory-wide Sanctions (currently including the so-called Donetsk People's Republic ("**DNR**"), the so-called Luhansk People's Republic ("**LNR**"), Crimea, Zaporizhzhia and Kherson regions of Ukraine, Cuba, Iran, North Korea and Syria) (collectively, "**Sanctioned Countries**" and each a "**Sanctioned Country**") (any person or entity described in clause (i) or (ii), a "**Sanctions Target**"); or (b) during the past five (5) years taken any action which have has violated or is in violation of any Sanctions.

16.7 The Company will not, directly or knowingly indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds, to any of its Subsidiaries or other person or entity, for the purpose of financing or facilitating any activities or business of or with any Sanctions Target, or of, with or in any Sanctioned Country, or in any other manner that will result in a violation by any person (including, without limitation, by the Underwriters) of any of the Sanctions or Anti-Corruption Laws.

16.8 The Group has implemented all such reasonable measures necessary or fit for its business to comply with all applicable Sanctions and related obligations under this Agreement.

16.9 None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated hereby, or the provision of services contemplated by this Agreement to the Company will result in a violation (including, without limitation, by the Underwriters) of any of the Sanctions.

17 **Experts**

17.1 Each of the experts named in the section headed "Appendix IV – Statutory and General Information – D. Other Information – 8. Qualification of Experts" and "Appendix IV – Statutory and General Information – D. Other Information – 9. 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.

17.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and any counsel for the Company, respectively, to the extent that such factual contents are furnished by or on behalf of the Company, are in all material respects complete, true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, 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 material aspect of such opinions, reports, letters or certificates; and (B) no material information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any counsel for the Company or the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Underwriters, as applicable, for the purposes of their respective preparation of any report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading.

18 **Provision of Information**

18.1 The Company (including, without limitation, to the Company's knowledge, its affiliates, agents and any other person acting on behalf of any of them) (A) has not, without the prior written consent of the Sole Sponsor and the Overall Coordinators, made, used, prepared, authorized, approved or referred to any Supplemental Offering Material and (B) will not, without the prior written consent of the Sole Sponsor and the Overall Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material.

18.2 None of the Company, the Controlling Shareholders or any of the Subsidiaries, or any of their respective directors, supervisors (if any), officers, and to the Warrantors' knowledge, employees, affiliates or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any of its Subsidiaries that is not, or is not reasonably expected to be, included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

18.3 With respect to any research reports issued by an Underwriter, none of the Company, any of the Subsidiaries or the Controlling Shareholders, any of their respective directors, officers, and to the Warrantors' knowledge, employees, affiliates and/or agents has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst with any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any of its Subsidiaries that is not, or is not reasonably expected to be, included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or publicly available.

19 **Material Contracts and Connected Transactions**

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

19.2 Each of the contracts listed as being material contracts in the section of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Appendix IV – Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contracts" has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to the Bankruptcy Exceptions or, for those which were completed or expired before the date hereof, was legal, valid, binding and enforceable in accordance with its terms during its term.

19.3 Neither the Company nor any of its Subsidiaries has any material capital commitment, or is, or has been, party to any unusual, long-term or materially 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 its Subsidiaries (as relevant) on six months' notice or less).

19.4 The Company does not have any reason to believe that any significant supplier or customer of the Company or of any other member of the Group is considering ceasing to deal with the relevant member of the Group or reducing the extent or value of its dealings with the relevant member of the Group.

19.5 Neither the Company nor any other member of the Group is a party to any agreement or arrangement which materially prevents or restricts it in any way from carrying on business in any jurisdiction.

19.6 Except as would not, and could not reasonably be expected to, result in a Material Adverse Effect, none of the Company or the Subsidiaries is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company, any of its Subsidiaries and the Controlling Shareholders has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made), unless such filing, registration or notification has been made or has been approved or deemed approved by the relevant authority pursuant to the applicable Laws.

19.7 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the Group has not been involved in any (i) business or transactions that would constitute a continuing connected transaction (as defined in the Listing Rules) of the Company that would require disclosure in the Hong Kong

Prospectus or (ii) business or transactions that would constitute a continuing connected transaction after the listing of the Shares on the Stock Exchange that would require disclosure in the Hong Kong Prospectus.

19.8 In respect of the connected transactions (as defined in the Listing Rules and in accordance with the guidance from the Stock Exchange) of the Group (the "Connected Transactions") disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) the statements set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular relating to such transactions are complete, true and accurate in all material respects, and there are no other facts or matters the omission of which would make any such statements, in light of the circumstances under which they were made, misleading, and there are no other Connected Transactions which are required by Chapter 14A of the Listing Rules to be disclosed in the Hong Kong Prospectus but have not been disclosed as such; (B) the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made due and proper inquiries and investigations of such Connected Transactions; (C) the Company has complied with and will continue to comply with the terms of such Connected Transactions disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in all material respects so long as the agreement or arrangement relating thereto is in effect; (D) each of such Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, subject, as to enforceability, to the Bankruptcy Exceptions, and is in full force and effect; and (E) each of such Connected Transactions disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been and will be carried out by the Group in compliance with all applicable Laws.

19.9 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts or service agreements with current directors or officers of the Company or of any of its Subsidiaries) is outstanding between the relevant Subsidiaries, on the one hand, and any substantial shareholder or any current or former director, supervisor (if any) or any officer of the relevant Subsidiaries, or the Controlling Shareholders, or any associate of any of the foregoing persons, on the other hand.

19.10 (A) Neither the Controlling Shareholders nor any of the directors, supervisors (if any) or officers of the Company and the Subsidiaries, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of the Group; (B) Neither the Controlling Shareholders nor any of the directors, supervisor (if any) or officers of the Company and the Subsidiaries, is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the Hong Kong Prospectus Date been acquired or disposed of by or leased to either the Company or any of its Subsidiaries; and (C) Neither the Controlling Shareholders nor any of the directors, supervisors (if any) or officers of the Company and the Subsidiaries, is interested in any agreement or arrangement with the Company or any of its Subsidiaries which is subsisting and which is material in relation to the business of the relevant Subsidiaries.

19.11 Saved as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there are no relationships or transactions not in the ordinary course of business between the Company or any of its Subsidiaries, on the one hand, and their respective customers, suppliers, or other business partners, on the other hand.

20 **Historical Changes**

20.1 Each of the descriptions of the events, transactions and documents (the "**Historical Changes Documents**") relating to the transfers and changes in the share capital of the Company and the Subsidiaries as disclosed under the section headed "History, Reorganization and Corporate Structure" and and "Appendix IV – Statutory and General Information" (the "**Historical Changes**") 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.

20.2 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.

20.3 The Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any of its Subsidiaries pursuant to (A) the articles of association or other constituent or constitutive documents or the business licence (as applicable) of the Company or any of its 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 its Subsidiaries is a party or by which any of 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 its Subsidiaries or any of their respective properties or assets, except in each case of clauses (B) and (C), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Effect.

20.4 Neither the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents has rendered the Company or any of its 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 Accountants' Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

20.5 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over the Company or any of its 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, except to the extent that failure to so comply with such Laws or to so obtain or hold or make such Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Effect; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and neither the Company nor any of its 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 Approvals and Filings, except where such violation, default, revocation, suspension or modification would not, individually or in the aggregate, result in a Material Adverse Effect.

20.6 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 its Subsidiaries in connection with the Historical Changes which have not been previously provided, or made available, to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

20.7 (A) The description of the events, transactions and documents relating to the pre-IPO investments as set forth in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Summary – Pre-IPO Investment" and "History, Reorganization and Corporate Structure – Pre-IPO Investments" are complete, true and accurate and not misleading, and there are no other facts or matters the omission of which would or may make such disclosure in relation to the pre-IPO investments misleading; (B) all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the pre-IPO investments have been unconditionally obtained or made, except to the extent that failure to so comply with such Laws or to so obtain or hold or make such Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Effect; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed; and (C) the pre-IPO investments in the Company are in compliance with the applicable Guide for New Listing Applicants issued and updated by the Stock Exchange.

21 **Taxation**

21.1 All returns, reports or filings required to be filed by or in respect of the Company or any of its Subsidiaries for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and are not the subject of any dispute with any Taxation or other Authority and there are no circumstances giving rise to any such dispute; all Taxes due or claimed to be due from the Company and each of the Subsidiaries have been duly and timely paid. Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there is no deficiency for Taxes of any amount that has been asserted against the Company or any of its Subsidiaries. The provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular included appropriate provisions required under IFRS for all Taxes in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any of its Subsidiaries was then or could reasonably be expected thereafter to become or has become liable. The statements set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Financial

Information" in relation to Taxation are complete, true and accurate in all material respects and not misleading.

21.2 Each of the waivers and other relief, concession and preferential treatment relating to Taxes granted by any Authority to the Company or any of its Subsidiaries is valid and in full force and effect, and does not conflict with, or result in a breach or violation of, or constitute a default under applicable Laws. None of the Company or any of its Subsidiaries has received notice of any deficiency in their respective applications for such preferential treatment, and the Company is not aware of any reason why any of the Company or any of its Subsidiaries may not qualify for, or be in compliance with the requirements for, their preferential treatment, except which would not result in a Material Adverse Effect.

21.3 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 and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company or any of its Subsidiaries or any other Person in any of the Relevant Jurisdictions or to any Taxation or other Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement, the Operative Documents and the International Underwriting Agreement; (B) the creation, allotment and issuance of the Offer Shares; (C) the offer, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus; (D) the offer, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (E) the deposit of the Offer Shares with the HKSCC; (F) the sale, transfer or other disposition or delivery of any Shares, including any realized or unrealized capital gains arising in connection with such sale, transfer or other disposition; or (G) the transactions contemplated under the Historical Changes completed prior to the date hereof.

21.4 Neither the Company nor any other member of the Group has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Authority and, to the best of the Company's knowledge, 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.

21.5 No stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable in the Cayman Islands, Hong Kong, the PRC or to any taxing or other Governmental Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement and the International Underwriting Agreement, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, allotment, issue, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus, (D) the offer, allotment, issue, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or the subsequent purchasers in the manner contemplated in each of the Hong Kong Prospectus and the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.

22 **Dividends**

22.1 Except as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding

or other Taxes imposed, assessed or levied by or under the Laws of any of the Relevant Jurisdictions or any taxing or other Authority thereof or therein.

22.2 None of the Subsidiaries is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the capital stock or other equity interests of or in the relevant Subsidiaries, from repaying to the Company any loans or advances to the relevant Subsidiaries from the Company or from transferring any of the properties or assets of the relevant Subsidiaries to the Company, and neither is the Company prohibited from receiving any of the properties or assets of the relevant Subsidiaries transferred to the Company, except where such inability to pay dividends, make distributions, repay loans or advances, transfer properties or assets, or receiving properties or assets, would not, individually or in the aggregate, result in a Material Adverse Effect.

22.3 Provided that the procedures for payment of the dividends and other distributions comply with applicable Laws, all dividends and other distributions declared and payable on the Company's direct or indirect equity interests in its Subsidiaries or associated companies may under applicable Laws and regulations be paid to the Company (in one or a series of dividend or other distribution transactions) and may be converted into foreign currency that may be freely transferred out of the jurisdictions of incorporation of the relevant Subsidiaries or associated companies, except as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular. Except as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Financial Information – Dividends", all such dividends and other distributions may be so paid without the necessity of obtaining any governmental authorization in such jurisdictions.

23 **Litigation and Other Proceedings**

23.1 There are no actions, suits, proceedings, disputes, investigations or inquiries in any jurisdiction or under any Laws or by or before any Authority pending or, to the best of the Warrantors' knowledge after due and careful inquiry, threatened or contemplated to which the Company, any of its Subsidiaries or the Controlling Shareholders, or any of their respective directors, supervisors (if any), officers, to the Warrantors' knowledge, employees or Affiliates is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, or before or by any Authority, whether or not arising from transactions in the ordinary course of business, except where such actions, suits, proceedings, investigations or inquiries would not, individually or in the aggregate, result in a Material Adverse Effect; and none of the CSRC, the National Development and Reform Commission (the "**NDRC**"), the State Administration for Industry and Commerce of the PRC (the "**SAIC**") and any other Authority having jurisdiction over the Company or any of its Subsidiaries, or any of their respective property or assets has, in its review and examination of the Company or any of its Subsidiaries, raised or identified any material issues regarding the general affairs, management, business, prospects, products, assets, rights, results of operations or position, financial or otherwise, or legal and regulatory compliance of the Company or any of its Subsidiaries. There are (A) no Laws that have been enacted, adopted, issued or proposed by any Authority; and (B) no judgments, decrees or orders of any Authority, which, in any such case described in clause (A) or (B) above, would, or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect or materially and adversely affect the power or ability of the Company or the Controlling Shareholders to perform its obligations under this Agreement, the International Underwriting Agreement, or the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement or the Operative Documents or otherwise adversely affect the Global Offering, or are required to be described in any

of the Hong Kong Public Offering Documents and the Preliminary Offering Circular but are not so described.

23.2 None of the Company, the Controlling Shareholders or the Subsidiaries, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or, to the Warrantors' knowledge, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent the Company or any of its Subsidiaries; (B) withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over the Company or any of its Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the Company or any of its Subsidiaries; or (C) bring an adverse effect on the Global Offering, except, in each case of (A) and (B), for matters which would not, or could not reasonably be expected to, result in a Material Adverse Effect. None of the Company, the Controlling Shareholders or the Subsidiaries has stopped or suspended payments of its debts, become unable to pay its debts when such debts fall due or otherwise become insolvent or bankrupt.

23.3 Neither the Company nor any of its Subsidiaries which is a party to a joint venture or shareholders' agreement is in any material dispute with any other party to such joint venture or a shareholders' agreement and there are no circumstances which may give rise to any material dispute or otherwise materially affect the Company's or the relevant Subsidiaries' relationship with such other parties.

24 **Market Conduct**

24.1 None of the Company, the Controlling Shareholders, the Subsidiaries and their respective directors, supervisors (if any), officers, or, to the best of the Warrantors' knowledge, employees, affiliates or agents, nor any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking), either alone or with one or more other person, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities; or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the Stock Exchange, the SFC or any other Authority including those in relation to bookbuilding and placing activities.

24.2 None of the Company, the Subsidiaries and their respective directors, supervisors (if any), officers, or, to the Warrantors' knowledge, employees, affiliates or agents, nor any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company 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 market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or (C) has taken or has omitted to take, directly or indirectly, any action which may result in the loss by any of the Underwriters, or the Overall Coordinators, or the Joint Global Coordinators of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

24.3 Neither the Company, any of its Subsidiaries, any of the Controlling Shareholders, nor any of their respective directors 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 and the Preliminary Offering Circular. None of the Subsidiaries nor any director, officer, or, to the best of the Warrantors' knowledge, agent, employee or affiliate of any of the Subsidiaries 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.

25 **Immunity**

25.1 Under the Laws of Cayman Islands, British Virgin Islands, Hong Kong, the PRC and any other applicable jurisdictions, neither the Company nor any of its Subsidiaries, nor any of the properties, assets or revenues of the Company or the Subsidiaries is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award. The irrevocable waiver and agreement of the Company in Clause 16 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Company under the Laws of Cayman Islands, British Virgin Islands, Hong Kong, the PRC and any other jurisdictions applicable to the Company, any of its Subsidiaries, or the Global Offering.

26 **Choice of Law and Dispute Resolution**

26.1 The choice of law provisions set forth in this Agreement will be recognized and given effect to by the courts of Cayman Islands, British Virgin Islands, Hong Kong, the PRC and any other applicable jurisdictions; the Company can sue and be sued in its own name under the Laws of Cayman Islands, British Virgin Islands, Hong Kong and the PRC. The agreement of the Company to resolve any dispute by arbitration at the Hong Kong International Arbitration Centre, the agreement to treat any decision and award of the Hong Kong International Arbitration Centre as final and binding on the parties to this Agreement, the waiver by the Company of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Cayman Islands, British Virgin Islands, Hong Kong, the PRC and any other applicable jurisdictions and will be respected by the courts of Cayman Islands, British Virgin Islands, Hong Kong and the PRC. Service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Cayman Islands, British Virgin Islands, Hong Kong, the PRC and any other applicable jurisdictions are concerned, to confer valid personal jurisdiction over the Company; any judgment obtained in a Hong Kong court arising out of or in relation to the obligations of the Company under this Agreement will be recognized and enforced in the courts of Cayman Islands, British Virgin Islands, Hong Kong, the PRC and any other applicable jurisdictions.

27 **Professional Investor**

28 The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the

expressions "you" or "your" shall mean the Warrantors, and "we" or "us" or "our" shall mean the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Underwriters.

29 **No Other Arrangements Relating to Sale of Offer Shares**

29.1 Except pursuant to this Agreement and the International Underwriting Agreement, neither the Company nor any of its Subsidiaries has incurred any liability for any finder's or broker's fee or agent's commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

29.2 Neither the Company and any of its Subsidiaries nor the Controlling Shareholders, and their respective affiliates, has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Offer Shares other than this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements.

30 **United States Aspects**

30.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

30.2 None of the Company and its "affiliate" (within the meaning of Rule 501(b) under the Securities Act) nor any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates, or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking) (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act; or (B) has offered or sold or will offer or sell the Offer Shares by means of any "directed selling efforts" within the meaning of Rule 902 under the Securities Act.

30.3 Within the preceding six months, neither the Company or any of its Subsidiaries, nor any of their Affiliates, nor any person acting on its or their behalf has offered, sold, issued or distributed to any person any Shares or any securities of the same or a similar class as the Shares other than the Offer Shares offered or sold pursuant to the Global Offering hereunder; the Company will take all necessary precautions to ensure that any offer or sale, direct or indirect, in the United States or otherwise of any Shares or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Offer Shares has been completed (as notified to the Company by the Overall Coordinators), is made under restrictions and other circumstances so as not to affect the status of the offer or sale of the Offer Shares in the United States or otherwise contemplated by this Agreement as transactions exempt from the registration provisions of the Securities Act.

30.4 The Company is a "foreign issuer" within the meaning of Regulation S under the Securities Act.

30.5 There is no "substantial U.S. market interest" within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.

31 **Directors, Officers and Shareholders**

31.1 Any certificate signed by any director or officer of the Company or of any other member of the Group and delivered to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Sole Sponsor, each Overall Coordinator, Joint Global Coordinator, Capital Market Intermediary, Joint Bookrunner, Joint Lead Manager and Underwriter.

31.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter and statement of interests issued by him or her to the Company, the Sole Sponsor and/or the Overall Coordinators, as applicable, and such authority and confirmations remain in full force and effect.

31.3 Any subscription or purchase of the Offer Shares by a Director or his/her associates or existing shareholder of the Company, if conducted, has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules.

31.4 All the interests or short positions of each of the Directors and the Controlling Shareholders in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance, or which will be required pursuant to section 352 of the Securities and Futures Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

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

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

Part B: Additional Representations and Warranties of the Controlling Shareholders

Each of the Controlling Shareholders jointly and severally represents, warrants and undertakes to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and as follows:

1 **Information about the Controlling Shareholders**

1.1 All information with respect to the Controlling Shareholders disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) by or on behalf of the Controlling Shareholders and/or any of their respective directors or officer (if any) or, to the Controlling Shareholders' knowledge, by or on behalf of any of their respective employees, affiliates or agents to the Stock Exchange, the SFC, the CSRC, any other relevant Authority, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company, the Underwriters, the Overall Coordinators or the Capital Market Intermediaries for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including the answers and documents contained in or referred to in the Verification Notes, the information, answers and documents used as the basis of information contained in any of the Hong Kong Public Offering Documents the CSRC Filings and the Preliminary Offering Circular or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers and the Underwriters of their obligations under all applicable Laws (including the CSRC Rules), the discharge by the Sole Sponsor of its obligations as sponsor to the listing of the Shares of the Company under the Listing Rules and other applicable Laws, information and documents provided for the discharge by the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Overall Coordinators and/or a Capital Market Intermediary under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any applicable Authority) was so disclosed or made available in good faith and was, when given and, except as subsequently disclosed in each of the Hong Kong Public Offering Documents the CSRC Filings and the Preliminary Offering Circular or otherwise notified to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority, as applicable, remains complete, true and accurate in all material respects and does 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.

2 **Valid Existence**

2.1 Mr. Zhang has full right, power and capacity to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents to which it is a party, and to perform its obligations hereunder and thereunder, and is capable of suing and being sued.

2.2 Affluent Base has been duly incorporated and is validly existing as a legal person in good standing under the Laws of the British Virgin Islands, registration or organization, has full right, power and authority to (i) execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents to which it is a party, and to perform its obligations hereunder and thereunder, and is capable of suing and being sued; and (ii) lend and deliver the Shares as contemplated in this Agreement,

the International Underwriting Agreement, the Stock Borrowing Agreement, the Operative Documents and under the Global Offering.

2.3 As at the date of this Agreement, the Controlling Shareholders are the legal and/or beneficial owners of the issued share capital of the Company as shown in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular. The shares owned by the Controlling Shareholders have been issued in compliance with all applicable Laws, were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are subject to no Encumbrance except which would not, or could not be reasonably expected to, individually or in the aggregate result in a Material Adverse Effect. The ownership of shares by the Controlling Shareholders and the amounts of such shares owned by the Controlling Shareholders are accurately and completely specified in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

3 **Execution of Agreements**

3.1 Each of this Agreement, the International Underwriting Agreement, the Operative Documents (to the extent it is a party thereto) and other document required to be executed by the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement and the Operative Documents, has been or will be duly authorised (in respect of the Controlling Shareholders), executed and delivered by the Controlling Shareholders and, when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Controlling Shareholders, enforceable in accordance with its terms, subject, as to enforceability, to the Bankruptcy Exceptions.

4 **Immunity**

4.1 Under the Laws of Hong Kong, the PRC and any other Relevant Jurisdictions, none of the Controlling Shareholders, nor any of their respective properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award.

5 **Choice of Law and Dispute Resolution**

5.1 The choice of law provisions set forth in this Agreement will be recognized and given effect to by the courts of Cayman Islands, British Virgin Islands, Hong Kong, the PRC and any other applicable jurisdictions; each of the Controlling Shareholders can sue and be sued in its own name under the Laws of Cayman Islands, British Virgin Islands, Hong Kong and the PRC. The agreement of each of the Controlling Shareholders to resolve any dispute by arbitration at the Hong Kong International Arbitration Centre, the agreement to treat any decision and award of the Hong Kong International Arbitration Centre as final and binding on the parties to this Agreement, the waiver by each of the Controlling Shareholders of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Cayman Islands, British Virgin Islands, Hong Kong, the PRC and any other applicable jurisdictions and will be respected by the courts of Cayman Islands, British Virgin Islands, Hong Kong and the PRC. Service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Cayman Islands, British Virgin Islands, Hong Kong, the PRC and any other applicable jurisdictions are concerned, to confer valid personal jurisdiction over the Company; any judgment obtained in a Hong Kong court arising

out of or in relation to the obligations of the Controlling Shareholders under this Agreement will be recognized and enforced in the courts of Cayman Islands, British Virgin Islands, Hong Kong, the PRC and any other applicable jurisdictions.

6 **No Other Arrangements Relating to Sale of Offer Shares**

6.1 Except pursuant to this Agreement and the International Underwriting Agreement, none of the Controlling Shareholders and their respective affiliates has incurred any liability for any finder's or broker's fee or agent's commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

6.2 None of the Controlling Shareholders nor any of their respective affiliates, has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Offer Shares other than this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements.

7 **United States Aspects**

7.1 None of the Controlling Shareholders and their respective "affiliate" (within the meaning of Rule 501(b) under the Securities Act) nor any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act; or (B) has offered or sold or will offer or sell the Offer Shares by means of any "directed selling efforts" within the meaning of Rule 902 under the Securities Act.

8 **Certificates**

8.1 Any certificate signed by any director or officer of the Controlling Shareholders and delivered to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Capital Markets Intermediaries, the Joint Bookrunners, the Joint Lead Managers and Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Controlling Shareholders, as to matters covered thereby, to the Sole Sponsor, each Overall Coordinator, Joint Global Coordinator, Capital Markets Intermediary, Joint Bookrunner, Joint Lead Manager and Underwriter.

SCHEDULE 3

CONDITIONS PRECEDENT DOCUMENTS

Part A

Unless otherwise defined, all capitalized terms in this Schedule shall have the same meanings as defined in the Hong Kong Prospectus.

1. One signed original or certified true copy of the resolutions of the shareholders of the Company, referred to in the section headed "Statutory and General Information – Further Information about our Group – 3. Resolutions in Writing of Our Shareholders Passed on December 11, 2024" of Appendix IV to the Hong Kong Prospectus.

2. One signed original or certified true copy of the resolutions of the Board:

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

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

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

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

   (e) approving the Verification Notes.

3. One signed original or certified true copy of the resolutions of the board of directors of Affluent Base approving, among other things, this Agreement, the International Underwriting Agreement, the Operative Documents (to the extent it is a party thereto) and all other documents as may be required to be executed by them pursuant to this Agreement or otherwise in connection with the Global Offering and the execution on its behalf, and its performance of, its obligations hereunder and thereunder.

4. One printed copy of each of the Hong Kong Public Offering Documents duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, two certified true copies of the relevant powers of attorney.

5. One certified true copy of each of the responsibility letters and statements of interests signed by each of the Directors.

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

7. One print copy of the Hong Kong Share Registrar Agreement duly signed by the parties thereto.

8. One signed originals of the Company's signature pages to the of the Receiving Bank Agreement duly signed by the parties thereto.

9. One certified true copy of the certificate of incorporation of the Company.

10. One certified true copy of the Articles of Association.

11. One certified true copy 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).

12. One signed original or certified true copy of the service agreements or letters of appointment of each of the Directors.

13. One signed original or certified true copy of the undertaking from each of the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.

14. One signed original or certified true copy of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

15. One signed original of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Sole Sponsor, the Overall Coordinators and the legal advisers to the Underwriters).

16. One signed original of the accountants' report dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Hong Kong Prospectus.

17. One signed original of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Group, the text of which is contained in Appendix II to the Hong Kong Prospectus.

18. One signed original of the letter(s) from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, and copied to the Sole Sponsor the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter(s) shall, *inter alia*, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital.

19. One signed original of the Hong Kong comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.

20. One signed original of the legal opinion from Harney Westwood & Riegels, legal advisors to the Company as to Cayman Islands Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date,

in respect of (i) the due incorporation and subsistence of the Company, and (ii) certain other matters of Cayman Islands Laws pertaining to the Global Offering, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

21. One signed original of the letter from Harney Westwood & Riegels, legal advisors to the Company as to Cayman Islands Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter summarizes certain aspects of the Laws of the Cayman Islands referred to in Appendix III to the Hong Kong Prospectus.

22. One signed original of legal opinion from Harney Westwood & Riegels, legal advisers to Affluent Base as to British Virgin Islands Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of Affluent Base, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

23. One signed original of the legal opinions from Jingtian & Gongcheng, legal advisers to the Company as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of certain aspects of the Group under PRC Laws.

24. One signed original of the legal opinion from Jingtian & Gongcheng, legal advisers to the Company as PRC Laws in relation to data compliance, addressed to the Company and dated the Hong Kong Prospectus Date, in respect of PRC Laws in relation to cybersecurity and data compliance applicable to the Group and the Group's compliance with such Laws, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

25. One signed original of the legal opinion from Commerce & Finance Law Offices, legal advisors to the Underwriters as to PRC Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Hong Kong Prospectus Date, in respect of the Global Offering in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

26. One signed original of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.

27. One signed original of the industry report prepared by the Industry Consultant referred to in the section headed "Industry Overview" of the Hong Kong Prospectus dated the Hong Kong Prospectus Date.

28. One signed original of the letter from each of the experts referred to in the section headed "Statutory and General Information – D. Other Information – 9. Consents of Experts" of Appendix IV to the Hong Kong Prospectus (except for the Sole Sponsor), dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.

29. One signed original or certified true copy of the certificate issued by the relevant translator of Cre8 (Greater China) Limited to the Registrar of Companies in Hong Kong and the Stock Exchange relating to the translation of the Hong Kong Prospectus.

30. One print copy of the written confirmation from the Stock Exchange authorising the registration of the Hong Kong Prospectus.

31. One print copy of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus.

32. One certified true copy of the compliance advisor agreement entered into between the Company and Giraffe Capital Limited.

33. One signed original of the profit forecast and working capital forecast memorandum adopted by the Board.

34. One certified copy of the notification issued by the CSRC on the Company's completion of the PRC filing procedures in connection with the Global Offering and the listing of the Shares on the Stock Exchange.

Part B

1. One signed original of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.

2. One signed original of the Regulation S comfort letters and bringdown comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreementand addressed to, among others, the Sole Sponsor, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Hong Kong Prospectus, the Disclosure Package and the Offering Circular.

3. One signed original of the closing legal opinion from Harney Westwood & Riegels, legal advisers to the Company as to Cayman Islands Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, in respect of the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

4. One signed original of the closing legal opinion from Jingtian & Gongcheng, legal advisers to the Company as to PRC Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

5. One signed original of closing legal opinion from Harney Westwood & Riegels, legal advisers to Affluent Base as to British Virgin Islands Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, in respect of Affluent Base, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

6. One signed original of the closing legal opinion of Paul Hastings, legal advisers to the Company as to Hong Kong Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

7. One signed original of the closing legal opinion of Paul Hastings, legal advisers to the Company as to United States Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

8. One signed original of the closing legal opinion of Commerce & Finance Law Offices, legal advisers to the Underwriters as to the PRC Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

9. One signed original of the closing legal opinion of Han Kun Law Offices LLP, legal advisers to the Underwriters as to Hong Kong Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

10. One signed original of the closing legal opinion of Han Kun Law Offices LLP, legal adviser to the Underwriters as to United States Laws, addressed to the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

11. One signed original of the bringdown legal opinion from Jingtian & Gongcheng, legal advisers to the Company as PRC Laws in relation to data compliance, addressed to the Company, the Sole Sponsor, the Overall Coordinators, and the Underwriters and dated the Listing Date, in respect of PRC Laws in relation to cybersecurity and data protection applicable to the Group and the Group's compliance with such Laws, in form and and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

12. One signed originals of the certificate of the executive Directors, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement.

13. One signed original of the certificate of the joint company secretaries of the Company, dated the Listing Date, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

14. One signed original of the certificate of each of the Controlling Shareholders, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which certificate shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Controlling Shareholders contained in this Agreement.

15. One signed original of the certificate of the Chief Financial Officer of the Company, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which certificate shall cover financial and core operational data contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular that are not comforted by the Reporting Accountants.

16. One certified true copy of the resolutions of the Board or board committee of the Company relating to the Global Offering approving, inter alia, the determination of the Offer Price and the basis of allocation and the allotment and issue of Offer Shares to the allottees.

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong 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 the designated website of White Form eIPO Service Provider at www.eipo.com.hk or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.

3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 5
FORMAL NOTICE

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on December 18, 2024.

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder ("**Institutional Professional Investor**").

2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the "**Code**"), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

    2.1 Information about clients

    (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

    (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

    (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;

    2.2 Client agreement

    (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

    2.3 Information for client

    (i) disclose related information to you in respect of the transactions contemplated under this Agreement;

    (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

    (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;

    (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the "**Program**"), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

    (v) disclose transaction related information as required under paragraph 8.3A of the Code;

    2.4 Discretionary accounts

    (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

    (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.

5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH PARAGRAPHS 15.3A AND 15.B OF THE CODE:

1. You are a Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) ("**Professional Investor Rules**") ("**Corporate Professional Investor**").

   The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

   (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than $40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;

   (ii) a corporation (other than a trust corporation referred to in paragraph (i)):

   (A) having:

   (I) a portfolio of not less than $8 million; or

   (II) total assets of not less than $40 million,

   at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;

   (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:

   (I) a trust corporation specified in paragraph (i);

   (II) an individual specified in Section 5(1) of the Professional Investor Rules;

   (III) a corporation specified in this paragraph or paragraph (ii)(A);

   (IV) a partnership specified in paragraph (iii);

   (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or

(C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

and

(iii) a partnership having:

(A) a portfolio of not less than $8 million; or

(B) total assets of not less than $40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

(i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;

(ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:

(A) a statement of account or a certificate issued by a custodian;

(B) a certificate issued by an auditor or a certified public accountant;

(C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.

3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

(iv) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

(v) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

(vi) assess your knowledge of derivatives and characterize you based on your

knowledge of derivatives;

3.2 Client agreement

(ii) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

(vi) disclose related information to you in respect of the transactions contemplated under this Agreement;

(vii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

(viii) promptly confirm the essential features of a transaction after effecting a transaction for you;

(ix) provide you with documentation on the Nasdaq-Amex Pilot Program (the "**Program**"), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

(x) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

(iii) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

(iv) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.

5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules ("**Individual Professional Investor**"). You will inform the Overall Coordinators promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

(i) an individual having a portfolio of not less than $8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:

(A) a portfolio on the individual's own account;

(B) a portfolio on a joint account with the individual's associate;

(C) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;

(D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

(A) the individual's share of the portfolio as specified in a written agreement among the account holders; or

(B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

(i) any one or more of the following documents issued or submitted within 12 months before the relevant date:

(A) a statement of account or a certificate issued by a custodian;

(B) a certificate issued by an auditor or a certified public accountant;

(C) a public filing submitted by or on behalf of the individual.

2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

(i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

(ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and

(iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.

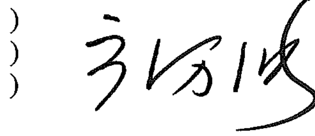
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.

4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation,

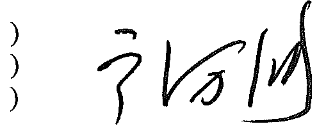
investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 6.

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

SIGNED by **ZHANG WANNENG** for and on behalf of **HEALTHYWAY INC.**	)))	

[Signature page to Hong Kong Underwriting Agreement]

SIGNED by
ZHANG WANNENG

) 
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[Signature page to Hong Kong Underwriting Agreement]

SIGNED by **ZHANG WANNENG**)
for and on behalf of)
AFFLUENT BASE LIMITED)
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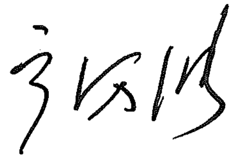

[Signature page to Hong Kong Underwriting Agreement]

SIGNED by **Michelle Pan**
for and on behalf of
CCB INTERNATIONAL CAPITAL LIMITED

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SIGNED by Michelle Pan
for and on behalf of)
CCB INTERNATIONAL CAPITAL)
LIMITED)
as attorney for and on behalf of)
SHENWAN HONGYUAN SECURITIES)
(H.K.) LIMITED)

SIGNED by Michelle Pan)
for and on behalf of)
CCB INTERNATIONAL CAPITAL)
LIMITED)
as attorney for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))