

保密

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真健康（广东横琴）医疗科技有限公司  
增资协议

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2025年1月27日

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本《真健康（广东横琴）医疗科技有限公司增资协议》（“本协议”）由以下各方于2025年1月23日（“签署日”）签署：

- (1) **真健康（广东横琴）医疗科技有限公司（“公司”）**，一家根据中国法律组建和存续的有限责任公司，其统一社会信用代码为91110108MA01ATF74Y，住所为珠海市横琴豆蔻路36号2栋405室；
- (2) **真健康（广东横琴）医疗设备有限公司（“广东横琴设备公司”）**，一家根据中国法律组建和存续的有限责任公司，其统一社会信用代码为91440400MA56UJY89N，住所为珠海市横琴新区环岛东路1889号9栋第一层105室；
- (3) **真健康（海南）医疗科技有限公司（“海南真健康”）**，一家根据中国法律组建和存续的有限责任公司，其统一社会信用代码为91460106MAA95CH44R，住所为海南省海口市秀英区秀英街道兴旺路1号婷美产研大楼第三层303房；
- (4) **真健康（北京）医疗科技有限公司（“北京真健康”）**，一家根据中国法律组建和存续的有限责任公司，其统一社会信用代码为91110108MAC4P5PNX8，住所为北京市海淀区西小口路66号中关村东升科技园·北领地B-2号楼1层B101；
- (5) **真易达（湖州）医疗科技有限公司（“湖州真易达”）**，一家根据中国法律组建和存续的有限责任公司，其统一社会信用代码为91330501MAC8MG077H，住所为浙江省湖州市滨湖街道望湖大道199号天创科技中心2-602（自主申报）；
- (6) **真易达（北京）医疗科技有限公司（“北京真易达”）**，一家根据中国法律组建和存续的有限责任公司，其统一社会信用代码为91110115MACU7LFQXW，住所为北京市大兴区中关村科技园大兴生物医药产业基地天荣街18号院1号楼3层319室；
- (7) **真健康捷盛（广东横琴）医疗科技有限公司（“真健康捷盛”）**，一家根据中国法律组建和存续的有限责任公司，其统一社会信用代码为91440003MAE7E78X50，住所为珠海市横琴新区环岛东路1889号9栋第一层102室；
- (8) **中国真健康科技有限公司（“澳门真健康”）**，一家根据中国澳门法律组建和存续的有限责任企业，其公司编号为SO 90869，住所为澳门华士达大马路26号中福商业中心15楼A；
- (9) **张昊任（“创始人”）**，港澳居民来往内地通行证号：M08570980；
- (10) **广东横琴任阳生物科技中心（有限合伙）（“任阳生物”）**，一家根据中国

法律组建和存续的有限合伙企业，其统一社会信用代码为 91440400MA5381EL69，住所为珠海市横琴新区宝华路 6 号 105 室-67386（集中办公区）；

- (11) **珠海诚真健康科技合伙企业（有限合伙）（“诚真健康”）**，一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为 91120222MA06B51J8M，住所为珠海市横琴上村 171 号第三层；
- (12) **珠海嘉润同创科技发展合伙企业（有限合伙）（“嘉润同创”）**，一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为 91120222MA06B50R74，住所为珠海市横琴新区下村 139 号第三层；
- (13) **珠海嘉润合创科技发展合伙企业（有限合伙）（“嘉润合创”）**，一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为 91120222MA0784F112，住所为珠海市横琴新区下村 139 号第二层；
- (14) **珠海美吉睿医疗科技合伙企业（有限合伙）（“珠海美吉睿”）**，一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为 91440400MABN4U73，住所为珠海市横琴三塘村 60 号第二层；
- (15) **珠海嘉润新创科技发展合伙企业（有限合伙）（“嘉润新创”）**，一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为 91120222MA077R2T5E，住所为珠海市横琴上村 171 号第四层；
- (16) **横琴粤澳开发投资有限公司（“粤澳投资”**，与深合产投、太平医疗基金单称或合称**“本轮跟投方”**），一家根据中国法律组建和存续的有限责任公司，统一社会信用代码为 91440400MADF3K4F3X，住所为珠海市横琴港澳大道 868 号市民服务中心 2 号楼政务服务中心 114 室-1060（集中办公区）；

以上各方单独称为**“一方”**，合称为**“各方”**。

#### 鉴于

- (1) 于签署日，公司是一家根据中国法律合法设立和有效存续的有限责任公司，其注册资本为人民币 2920.49626 万元。公司于签署日的股权结构如附录 A 第 1 部分所示。
- (2) 公司主要从事医疗机器人及其他相关医疗器械等系列产品的设计开发、注册、生产和市场推广业务（**“核心业务”**）。
- (3) 2023 年 10 月 26 日，湖州中金启合股权投资合伙企业（有限合伙）（**“湖州中金”**）、东融壹号（珠海横琴）股权投资合伙企业（有限合伙）（**“东融壹号”**）、横琴粤澳深度合作区产业投资基金（有限合伙）（**“横琴产投”**，与湖州中金、东融壹号单称或合称**“中金”**）以及北京金科汇钰创业投资合

伙企业（有限合伙）（“**金科汇钰**”）已与有关方签署了《真健康（广东横琴）医疗科技有限公司增资协议》，就中金、金科汇钰以合计人民币 1.5 亿元的认购价款溢价认购公司新增注册资本人民币 215.80021 万元进行了约定。2024 年 6 月 12 日，太平（深圳）医疗健康产业私募股权投资基金合伙企业（有限合伙）（“**太平医疗基金**”）、横琴深合产业投资有限公司（“**深合产投**”）已与有关方签署了《真健康（广东横琴）医疗科技有限公司增资协议》，就太平医疗基金、深合产投以合计人民币 8,000 万元的认购价款溢价认购公司新增注册资本人民币 115.09345 万元进行了约定。

- (4) 粤澳投资（与中金、金科汇钰、太平医疗基金、深合产投单称或合称“**本轮投资方**”）拟按照本协议的条款和条件，对公司进行增资，认购公司的新增注册资本；公司拟按照本协议的条款和条件接受粤澳投资的增资。

有鉴于此，各方经友好协商达成如下条款：

## 第 1 条定义和解释

### 1.1 定义

在本协议中，除在正文中定义的词语外，下列词语具有如下含义：

“**保证方**”指集团公司、创始人、任阳生物、诚真健康、嘉润同创、嘉润合创、珠海美吉睿、嘉润新创的单称及合称。

“**本次交易**”指粤澳投资根据本协议第 2.1 条对公司进行的增资。

“**公司投资前估值**”指本轮投资方根据公司与有关方于 2023 年 10 月 26 日、2024 年 6 月 12 日分别签署的增资协议以及本协议向公司进行本轮投资前公司的估值，即人民币 18 亿元。

“**法律**”就任何主体或事项而言，指所适用的中国的所有成文法、法令、法规、规章、规则、准则、命令、指引、司法解释或规范性文件。

“**负担**”指（i）任何抵押（不论固定抵押或浮动抵押）、质押、留置、担保、让渡、信托抵押、所有权保留、担保权益或其他任何种类的就任何主体的任何债务进行优先偿还担保或授予优先偿还权利的第三方权利，（ii）任何租赁、分租、占用协议、地役权或向任何主体授予使用权或占用权的约定，（iii）任何代理权、授权委托书、表决权信托协议、利益、选择权、优先权、谈判权或以任何主体为受益人的转让限制，及（iv）有关所有权、占有权或使用权的任何不利权利主张。

“**负债**”指任何和所有债务、责任和义务，无论是累计的或固定的、绝对的或或有的、到期的或未到期的、或已确定的或可确定的债务、责任和义务，包括但不限于因任何法律、诉求或政府指令所产生的以及因任何

合同、协议、安排、约定或承诺所产生的债务、责任和义务。

“**高级管理人员**”指，就某主体而言，其总经理、副总经理或承担类似职责的管理人员。

“**市监局**”指中华人民共和国国家市场监督管理总局或有管辖权的其地方分支机构。

“**公司章程**”指由公司现有股东及粤澳投资于本协议签署日同日或签署日前后签署的、体现本次交易的公司新章程（包括其不时修订）。

“**工作日**”指除星期六、星期日和法律规定或授权银行在中国暂停营业的其他日期之外的任何一天。

“**关联方**”指（i）对于任何主体（包括法人、非公司实体或自然人）而言，指其直接或间接控制的任何其他法人或非公司实体，或者直接或间接地控制该主体或与该主体共同受控制于他人的任何其他法人、非公司实体或自然人，以及该企业的董事、监事、高级管理人员；以及，为免疑义，（ii）对于自然人而言，其配偶、子女、兄弟、姐妹、父母、配偶的父母、以该自然人或其直系家庭成员作为受益人或全权信托对象的任何信托的受托人，或者由上述人员控制的任何实体或公司也应视为关联方。为免疑义，为本协议之目的，本轮跟投资方不应被视为任何保证方的关联方。

“**关联交易**”指以下述主体为一方，集团公司为另一方之间的任何交易：  
（i）集团公司的关联方；（ii）集团公司的股东；（iii）集团公司的董事、监事、高级管理人员及核心员工；（iv）直接或者间接地控制集团公司的法人或其他实体的董事、监事、高级管理人员或类似级别和职能的管理层人员；或（v）前述主体各自的关联方。

“**核心员工**”指集团公司高级管理人员及其他对集团公司有重要作用的员工。于本协议签署日，集团公司核心员工名单如附录 B 所示。

“**股东协议**”指由本协议各方于本协议签署日同日签署的体现本次交易的股东协议（包括其不时修订）。

“**集团公司**”指公司、广东横琴设备公司、海南真健康、北京真健康、湖州真易达、北京真易达、真健康捷盛及澳门真健康在交割前或交割后不时设立或（直接或间接）控制的其他关联方的单称及合称。

“**交易文件**”指本协议、股东协议、公司章程及其他与本次交易相关的法律文件。

“**控制**”相对于两名或多名主体之间的关系而言，指直接、间接或作为受托人或执行人拥有对一主体的业务、事务、管理或决策作出指示或责成

他人作出指示的权力，无论是通过拥有股权、投票权或有表决权的证券，还是作为受托人或执行人，也无论是根据合同、协议安排、信托安排还是以其他方式，其中包括但不限于（i）直接或间接拥有该主体已发行的股份或股权的百分之五十（50%）或以上，（ii）直接或间接拥有该主体百分之五十（50%）或以上的投票权，或（iii）直接或间接有权委派该主体的董事会或类似管理组织的大部分成员。“**受控**”和“**共同受控**”具有与上述解释相关的含义。

“**会计准则**”指中国任何政府部门颁布的有关财务、会计的法律、法规、条例、规定、准则和制度。

“**人民币**”指人民币元，中国的法定货币。

“**商业秘密**”指属于集团公司或本协议各方专有的，不为公众所知悉，并经一方采取保密措施加以限制、能为该方带来经济利益、具有实用性的任何技术信息和经营信息，包括但不限于：其各自的组织结构、商业活动（包括但不限于财务信息、客户名单和业务政策）、技术、发行或未发行的软件或硬件产品、市场或推广资料有关的任何保密信息（包括但不限于该等信息的任何摘录、概要或其他衍生形式的信息），不论该等信息以何种形式存储或传播。

“**税款**”或“**税务**”或“**税项**”或“**税费**”指由任何政府或税务部门征收的任何类别的任何及所有税收、费用、征费、税款、关税和其他收费（连同因此收取的任何及所有利息、罚金、附加税和额外款项），包括但不限于：针对收入、特许权、偶然所得或其他利润、总收入、财产、销售、使用、工资、聘用、社会保障、失业补偿或净值征收的税收或其他收费；属消费和使用税、预提税、转让税、增值税或利得税性质的税收或其他收费；执照、登记和文件费；以及关税、税款和类似收费。

“**诉求**”指任何诉讼、申诉、请求、上诉、仲裁申请、要求、权利主张、违规通知、调查、和解裁定或和解协议，或由任何政府部门提起的或向任何政府部门提起的任何权利主张、诉讼、申诉、仲裁、质询、程序或调查。

“**员工激励计划**”指向集团公司的员工授予的以集团公司的股权、与此相关权益或可获得集团公司股权的权益（无论直接或间接）作为激励的任何持股计划或类似安排。

“**债务**”就任何主体而言，指该主体支付款项的所有义务，包括但不限于：（i）所借入或筹集的应还款项，（ii）承兑信用、跟单信用证或商业票据贷款，（iii）任何债券、票据、贷款、汇票或类似凭证，（iv）所购买资产或服务的延期付款、履行合同义务应支付的款项、任何违约金，（v）主要为筹集资金或为购买租赁资产进行融资而订立的租约（无论是有关土地、机械、设备或其他项目的租约）项下的租金付款，（vi）就履行

合同而出具的担保、保函、备用信用证或其他文件，及（vii）对与任何主体的义务有关的财务损失的抵押、担保或其他保证。

**“政府部门”**指中国及除中国以外的联邦、国家、超国家、州、省、地方或类似政府的政府性、监管性或行政性的机构、部门或委员会或任何法院、法庭或司法或仲裁机构。

**“政府授权”**指任何集团公司开展业务所需的任何及全部政府部门的批准、许可、证书、登记、备案和资质。

**“政府指令”**指由任何政府部门或会同任何政府部门作出的任何命令、令状、判决、禁令、裁定、规定、决定或裁决。

**“知识产权”**包括但不限于专利、专利申请、发明创造、实用新型、外观设计、注册商标、商标申请、未注册标识、服务标记、注册设计、未注册设计权、著作权、技术图纸、商业名称、数据库权利、互联网域名、品牌名称、计算机软件程序和系统、专有技术、商誉、商业秘密（商业秘密包括但不限于制造和生产的工艺和诀窍、研发资料、技术、图纸、设计、方案、技术数据、财务、市场营销和业务数据、定价和成本资料、业务和市场营销计划、客户和供应商名录及资料、以及其他保密或专有的资料）、保密资料和其他工业或商业知识产权（无论是否已经注册或者是否能获得注册），以及为上述各项申请注册或保护的所有申请文件。

**“重大不利影响”**指涉及保证方的任何情况、变更或影响，且该情况、变更或影响（i）对任何集团公司的存续、业务、资产、知识产权、负债（包括但不限于或有责任）、经营业绩、经营前景或财务状况造成或按合理预计可能造成超过人民币 1,000,000 元的损失、损害或责任；或（ii）对任何集团公司经营目前业务的资质、牌照或能力产生或按合理预计可能产生超过人民币 1,000,000 元的损失、损害或责任；或（iii）对交易文件的效力、约束力、履行造成或按合理预计可能造成重大不利影响。

**“重大合同”**指对集团公司的存续、发展、财务或核心业务而言是重要的、或对任何集团公司构成重大限制的、或缺少该合同或协议会对任何集团公司的存续、发展、财务状况或核心业务造成重大不利影响的所有合同，包括但不限于：（i）任何合同金额超过人民币 1,000,000 元或合同期限在 1 年以上的合同，（ii）转让、出售、许可、购买或者处置集团公司重要财产或者重要知识产权的合同，或与第三方签署的关于研发产品的授权、转让、许可、分许可、委托开发、合作研发、技术服务等的合同，（iii）影响到集团公司的资产或业务经营的含有排他性、禁止竞争条款的合同，（iv）与任何集团公司的前十名合作方、供应商或者客户签署的合同，（v）涉及股权出售、股权收购、投资、融资、合资、并购、重组、表决权安排、利润分享、或者控制权转让的合同，或任何收购、合并或出售集团公司业务或固定资产的合同，（vi）在任何集团公司的股权或者重要财产上设置负担的合同或协议，（vii）与政府部门、关联机

构、内幕人士、竞争对手、管理机构或行业团体签署的合同或协议，  
(viii) 与任何关联方签署的合同（为本条款目的，关联方包括但不限于集团公司现有股东、董事、监事、高级管理人员、核心员工及其各自的关联方），(ix) 涉及集团公司股权或主要资产变动、转让、出租需取得第三方同意或事先通知第三方的合同。

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

“**主体**”指任何个人、合伙、公司、有限责任公司、股份有限公司、协会、信托、合作组织、非公司组织或其他合法实体。

“**组织文件**”指任何主体的章程、规章、合伙协议、有限责任公司协议、信托协议或其他成立文件。

## 1.2 解释

1.2.1 当在本协议中提到条、章、附录、附件、序言或前述时，指的是本协议的条、章、附录、附件、序言或前述，除非另作说明，而且该等条、章、附录、附件、序言和前述应被视作本协议的一部分；

1.2.2 本协议的目录和标题仅为查阅方便而设，不以任何方式影响本协议的含义或解释；

1.2.3 在本协议中使用“包括”一词时，均应视为其后带有“但不限于”；

1.2.4 在本协议中或在本协议所提及的任何协议或文件中定义或提及的任何法律，指随时作出修订、修改或补充的法律，包括取代原法律的后续法律；

1.2.5 本协议中提及的任何协议、文书或其他文件系指不时修订、补充或修改的协议、文书或其他文件；

1.2.6 对主体的提及亦指其经准许的继承人和受让人；

1.2.7 在本协议中使用的“本协议的”、“本协议中”和“本协议项下”以及有类似含义的词语，均指本协议的全部而非本协议的某一条款；及

1.2.8 本协议提及任何保证方的义务时，保证方之间互相承担连带责任。

## 第2条交易安排

### 2.1 本次交易

2.1.1 根据本协议的条款和条件，公司的注册资本应由人民币 2920.49626 万元

增加至人民币 3208.22988 万元，新增注册资本共计人民币 287.73362 万元（“**新增注册资本**”）。粤澳投资拟以人民币 20000 万元的认购价款（“**投资款**”）认购公司新增注册资本人民币 287.73362 万元，交割后占公司注册资本的 8.96861%，人民币 19712.26638 万元全部计入公司的资本公积金。

- 2.1.2 本协议项下交割（如下文定义）全部完成后，公司的股权结构如附录 A 第 2 部分所示。保证方通过签署本协议，确认附录 A 第 2 部分反映了本次交易完成后公司及其股东的股权和权益结构，并取代保证方此前对其持有的公司股权和权益安排的一切书面及口头承诺和约定。保证方不存在任何应当支付的、与集团公司股权和权益相关的款项和税费。

保证方进一步承诺，附录 A 第 2 部分的股权比例是在全面稀释基础上计算所得，为本协议之目的，“**全面稀释**”应包含公司所有已发行或通过协议承诺的股权数量、所有股权期权安排（如有）、认股权证安排（如有）、各种可转换为股权的安排（如有）以及因公司本次交易前的融资中可能含有的反稀释条款（如有）所带来的影响。如存在以上安排，则公司总股本、股权应按有关安排全面执行后的结果调整计算，且该等调整计算不应影响粤澳投资应于交割日（如下文定义）取得的在全面稀释基础上的公司股权比例。

## 2.2 资金用途

保证方承诺并保证：

- 2.2.1 投资款应仅用于集团公司核心业务发展和运营；及
- 2.2.2 未经粤澳投资事先书面同意，投资款不得用于除第 2.2.1 条规定以外的其他用途（包括但不限于用于非经营支出或与集团公司核心业务不相关的其他经营性支出；用于进行分红或回购公司股权；用于向除全资及控股子公司外的其他第三方提供借款；用于偿还各集团公司的任何借款、贷款等；及用于购买或从事股票、期货、企业债券、信托产品、私募基金、非保本型理财产品、保险计划及其他金融衍生产品或投资）。若粤澳投资发现公司有违反前述约定使用资金的行为，粤澳投资有权要求公司立即纠正违约使用投资款的行为并要求保证方承担连带赔偿责任。

## 第 3 条交割及付款

### 3.1 交割

- 3.1.1 就粤澳投资而言，在保证方遵守本协议各项条款和条件的前提下，本次交易应于保证方向粤澳投资提供令其满意的证明本协议第 4 条所列的条件已全部满足的书面文件（或粤澳投资自行决定书面豁免该等条件）之日起二十（20）个工作日内或公司与粤澳投资书面同意的其他日期和时

间（“交割日”）完成其对应的投资款的支付（“交割”）。如粤澳投资认为尚有交割先决条件（定义见下文）未满足的，应当在收到交割确认函（定义见下文）后五（5）个工作日内书面告知保证方尚未完成的条件，要求保证方采取进一步行动，直至粤澳投资合理满意为止。届时保证方应当重新向粤澳投资出具交割确认函，此种情况下，交割日应相应顺延。

- 3.1.2 公司应登记和留存股东名册，该股东名册经公司法定代表人签名并加盖公司公章后由董事会保存，并于交割日前向粤澳投资提供一份副本。公司应于交割日向粤澳投资出具出资证明书。出资证明书应载明下列事项：公司名称、成立日期、注册资本、股东名称、认缴的出资额、实缴的出资额、权益比例、出资额缴付日期、出资证明书编号和出具日期。出资证明书由公司法定代表人签名并加盖公司公章。
- 3.1.3 于交割日，粤澳投资将按照第 3.1.1 条的约定，将投资款以银行转账方式付至公司根据第 4.9 条出具的付款通知书面载明的公司银行账户。
- 3.1.4 于交割日，粤澳投资成为公司的股东并依法律法规的规定以及交易文件的约定享有股东权利。

## 3.2 收款证明

公司应在粤澳投资按照本协议第 3.1.3 条规定的方式完成付款后三（3）个工作日内向粤澳投资提供关于投资款已全额缴付的收据和银行回单。

## 第 4 条交割先决条件

粤澳投资按照本协议第 3.1.3 条的规定向公司支付投资款的义务应当以下列条件（“交割先决条件”）在交割日或之前全部满足或被粤澳投资自行决定全部或部分书面豁免为前提条件。任何被粤澳投资书面豁免的交割先决条件（如有）将作为保证方在本协议第 6.2 条项下于交割后须及时履行的义务。

- 4.1 交易文件：各保证方及相应签约方已经签署并向粤澳投资交付所有交易文件，包括但不限于本协议、股东协议及公司章程。
- 4.2 声明、保证和承诺：本协议中各保证方的声明和保证在作出时均是真实、完整和准确的，并且截至交割日应是真实、完整和准确的，具有如同在交割日作出的同等效力和效果。本协议所规定的应由各保证方于交割日或之前履行的承诺和约定应均已得到履行。
- 4.3 无诉求及无禁令：不存在也没有任何潜在的由任何政府部门提起的或向任何政府部门提起的、针对本协议任何一方的、试图限制、禁止或取消本次交易或对本次交易的条件造成重大不利影响的任何诉求。任何政府部门均未制定、发布、颁布、实施或通过会导致本次交易不合法、或限制、禁止本次交易的任何法律或政府指令。

- 4.4 同意和豁免：各保证方已经为签署及履行交易文件和进行交割取得了需在交割前取得的所有第三方的同意或者豁免或政府授权。
- 4.5 权力机构批准：公司的股东会已批准本次交易、交易文件的签署和履行、以及交易文件所筹划的下述事项（如适用），包括但不限于（i）批准本次交易并通过公司章程；（ii）批准公司签署交易文件；（iii）公司现有股东放弃其优先认购权等可能影响本次交易的任何权利；（iv）批准公司为创始股东（定义见股东协议）的回购义务及其回购款、逾期付款违约金的支付承担连带责任；（v）批准粤澳投资有权提名1名董事以及北京新动能科技创新基金（有限合伙）有权委派1名董事会观察员（观察员有权列席公司董事会，但无投票权）。
- 4.6 尽职调查：各保证方已向粤澳投资充分提供集团公司的包括但不限于法律、业务和财务方面的资料；集团公司的经营、财务、税务、法律与技术等方面的尽职调查结果令粤澳投资满意，且尽职调查中发现的重大问题已经得到解决或已达成解决方案。
- 4.7 无重大不利影响：在交割日前集团公司不存在具有重大不利影响的一项或多项事件，并且没有证据表明集团公司会发生可能造成重大不利影响的该等事件。
- 4.8 粤澳投资内部批准：粤澳投资的内部有权决策机构已经批准交易文件的签署和履行以及进行交割。
- 4.9 公司付款通知：公司已向粤澳投资发出载明了收款账户信息的付款通知。
- 4.10 股东名册：公司已提供反映本次交易后股权结构的更新的股东名册。
- 4.11 核心员工：公司已提供核心员工与集团公司签署的令粤澳投资满意的劳动合同、保密及不竞争协议及知识产权归属协议。
- 4.12 交割确认函：保证方已向粤澳投资出具形式和内容令粤澳投资满意的交割确认函，确认本第4条下的条件（第4.8条除外）均已满足。

## 第5条陈述和保证

### 5.1 保证方的陈述和保证

为促使粤澳投资签订本协议，并且作为其签订本协议的前提条件，保证方在此共同且连带地向粤澳投资做出附录C所列的各项陈述和保证。保证方特此确认：（i）保证方在本协议项下作出的陈述和保证与粤澳投资进行的尽职调查或知晓的任何信息相互独立；及（ii）保证方不得以其已经在尽职调查或其他途径中向粤澳投资披露相应信息作为其在本协议项下作出的陈述和保证不真实、不准确或不完整的抗辩。

## 5.2 投资方的陈述和保证

### 5.2.1 粤澳投资的法律地位与能力

- a) 粤澳投资拥有签署本协议所必需的所有权力、授权和批准，并拥有充分履行其在本协议项下的每一项义务所必需的所有权力、授权和批准；
- b) 代表粤澳投资签署本协议的个人已经获得其不可撤销的、合法的、完整的授权，且粤澳投资不得在任何情况下以无权代理、越权代理或其它任何授权上的瑕疵对抗其它各方；
- c) 粤澳投资签署本协议不违反其组织性文件的规定、生效判决、仲裁裁决、司法裁定或行政决定。

### 5.2.2 投资款项的合法性

粤澳投资保证其依据本协议支付的增资价款来源合法，并且其有足够的能力依据本协议的条款与条件支付增资价款。

## 第6条承诺

### 6.1 过渡期承诺

- 6.1.1 保证方同意并承诺，自签署日起至交割日，集团公司将仅以与过去惯例相符的方式正常地开展业务经营，取得和保持经营核心业务所需的业务资质，维护与供应商、合作方、客户、员工之间的关系。
- 6.1.2 保证方同意并承诺，除本协议约定的交易外，自签署日起至交割日，未经粤澳投资事先书面同意，集团公司不得从事下述任何行为：
  - (a) 增加或减少集团公司注册资本，授权、发行、出售或变更任何类别的集团公司股权或股份及发行或出售任何新的集团公司证券，包括但不限于债权、可转换债券或其他证券；
  - (b) 集团公司合并、分立、解散、清算或变更集团公司形式、与其他实体重组、出售控制权、出售或独占许可集团公司全部或实质上全部的知识产权，或其他任何出售集团公司全部或实质上全部资产的交易；
  - (c) 修改集团公司章程等组织文件（为满足第4条交割先决条件所作修改除外）；
  - (d) 终止或改变集团公司核心业务；
  - (e) 向股东进行股息分配、利润分配或因任何原因进行股权回购；

- (f) 集团公司董事会人数变动，增加或减少董事会的决策权；
- (g) 保证方直接或间接向任何第三方转让、质押或以其他方式处置集团公司股权或重要资产；
- (h) 对公司年度预算、决算的批准与修改（包括但不限于任何资本扩充计划、商业计划、业绩考评指标、运营预算和财务安排及其变化）；对集团公司会计核算方法、政策或原则、财务会计规章制度进行修改；
- (i) 任何对外投资，包括但不限于设立任何子公司、分公司或其他分支机构、向任何公司、合伙、信托、联营或其他实体投资以及任何收购、并购项目；
- (j) 集团公司与其股东、子公司、董事、高级管理人员、其它关联方或前述主体各自的关联方之间的未向粤澳投资进行过披露的关联交易；
- (k) 集团公司每月超过人民币 10,000,000 元的正常经营支出，或者在正常经营之外任何金额单独或累计超过人民币 1,000,000 元的支出；
- (l) 在集团公司正常的业务经营活动外，许可其他方使用或出售、转让或以其他方式处置集团公司的任何知识产权，在集团公司任何知识产权上设置任何抵押、质押、其他担保权益、第三人权益或其他任何形式的限制，签署任何集团公司作为转让方、许可方或出质方的知识产权转让或独占/排他许可合同；
- (m) 任何借款的承担、产生或提前偿还；向其他主体提供任何担保；免除任何对他人的债权或放弃任何求偿权；
- (n) 对任何诉讼/仲裁等争议的撤诉/撤回仲裁申请、和解或调解；
- (o) 任免集团公司总经理、副总经理以及其他承担类似职责的高级管理人员或核心员工，或决定/修改其薪金报酬；
- (p) 制定或修改任何员工激励股权安排、员工或管理人员奖金计划等，或者发放任何员工激励股权；
- (q) 采取其他可能对本协议下交易带来任何现实或潜在重大不利影响的其他行动，或可能对集团公司的经营和业务带来任何或潜在重大不利影响的其他行动；及
- (r) 任何导致上述情形发生的作为或不作为。

### 6.1.3 尽职调查与信息权

自签署日至交割日，（a）保证方应允许粤澳投资及其关联方及其代表、职员和顾问对集团公司进行全面的业务、财务、法律和其他方面的尽职调查，并促使公司为粤澳投资及其关联方的该等尽职调查提供必须的便利；（b）在经合理通知后，保证方应促使集团公司及其高级职员、董事、雇员、代理人、代表、会计师和律师（i）允许粤澳投资及其关联方的高级职员、雇员、会计师、律师和代表在正常营业时间内进入或查阅集团公司的所有办公室、财产、其他设施、账簿和记录；并（ii）向粤澳投资及其关联方的高级职员、雇员、会计、律师和代表提供粤澳投资不时合理要求的其他财务和经营数据以及其他有关集团公司和业务、资产、财产、负债和信誉的资料（或其清晰复印件）。粤澳投资应确保其及其关联方以及前述主体的高级职员、雇员、会计师、律师和代表对其取得的任何公司资料或任何公司商业秘密予以保密。

#### 6.1.4 进展通知

在交割之前，保证方应及时以书面形式通知粤澳投资（i）在签署日之后产生的、可能造成违反保证方在本协议中所作陈述或保证或承诺、或其影响可能使保证方在本协议中所作的任何陈述、保证或承诺在任何方面失实或不准确的所有事件、情况、事实和情形，（ii）在签署日之后，对集团公司或业务有关的资产、负债、业务、财务状况、经营、经营业绩、客户或供应商关系、雇员关系、预测或前景有重要影响的所有重要进展，（iii）签署包含任何非正常条款（包括但不限于期限较长或条件苛刻的条款）的协议以及关于前述事项的任何文件或提议、意向；及（iv）政府部门批准/登记的进展情况（如适用）。

#### 6.2 交割后承诺

保证方共同且连带地向粤澳投资做出以下承诺：

6.2.1 交割日后，除非依交易文件的约定或获得粤澳投资的书面同意，集团公司将始终遵守或按时完成相关事项，具体如下：

- (a) 以正常方式经营运作，继续维持其与客户的正常业务合作关系，以保证交割日后集团公司的商誉和经营不受到重大不利影响；
- (b) 就所有交易及收付款安排签署书面合同，并依约履行所有合同、协议或其它与集团公司资产和业务有关的文件；
- (c) 除本协议另有约定外，集团公司不会进行任何超出正常业务经营外的异常交易或产生正常业务经营外的异常债务；
- (d) 在交割日后均合法经营，以保证不违反相关现行或未来不时更新的法律法规，包括但不限于市监、工信、劳动、食品、税收、知识产权、金融、商业贿赂及反不正当竞争、广告及业务其他相关领域的法律法

规、行政机关的规定；

- (e) 在交割日后尽快获得从事其业务经营所涉及的任何事项或行为需要获得的相关特许、执照、许可、批准、豁免、同意、授权、登记或备案（简称“**业务许可**”）；且如果今后中国法律或政府部门明确要求任何集团公司取得业务许可，各集团公司应采取一切必要的措施与行动及时地获得该等业务许可，且保证方应当促成各集团公司毫不延迟地申请并获得该等业务许可；
- (f) 在交割日后依据《专利法》等相关法律法规的要求，持续建立健全并执行职务发明奖励制度，并向相关政府部门及时申请注册/备案、登记并维持集团公司业务运营中正在使用或计划使用的知识产权（包括但不限于商标、域名、专利、著作权、专有技术等），确保集团公司核心业务中正在使用或计划使用的全部知识产权均注册在集团公司名下，尽最大努力保护集团公司的利益；
- (g) 保证其经营活动不侵犯第三方的知识产权或其他正当权益，不构成不正当竞争；
- (h) 在交割日后持续建立健全并执行关联交易披露及审批制度，应保证与任何关联方之间的交易均是公允的且必要的，承诺尽量减少直至完全消除不必要的关联交易，针对必要的关联交易，应确保其符合交易文件、公司章程以及法律对关联交易决策权力与程序的规定，且关联交易的价格应该参照市场公允价格，不存在任何关联方利用其关联方地位而与集团公司进行任何非公允的或不合法的关联交易，不得通过任何关联交易损害集团公司或粤澳投资的利益，并将关联交易收入占核心业务收入的比例控制在上市审核标准可接受的范围；
- (i) 在交割日后持续建立健全内部控制管理制度及财务制度，严格按照企业会计准则及相关制度规范会计报表的项目核算，提高会计信息质量；
- (j) 促成受聘于集团公司的全体正式员工与相应集团公司签署格式及内容令粤澳投资合理满意的劳动合同和保密和知识产权归属协议，并尽最大努力保持核心员工与公司劳动关系的稳定性；
- (k) 促成公司根据后续融资计划及上市计划，在合适的时间尽快实施员工股权激励计划；确保员工股权激励的相关事宜符合交易文件的约定且合法合规，包括但不限于按照交易文件的约定通过股东会决议批准股权激励计划并授予激励股权，按照会计准则及上市规则规范计提相关股份支付费用，确保激励股权的行权符合法律规定；
- (l) 确保不会因集团公司股东持股资格及股权结构等问题对公司未来合格上市造成实质影响；

- (m)及时将对集团公司已造成或可能造成重大不利影响的任何事件、事实、条件、变化或其他情况及时书面通知粤澳投资；
  - (n)交割日起十二（12）个月内集团公司应就其承租的全部租赁房屋办理房屋租赁备案登记手续，并在商业可行时尽快终止无法取得权属证明及产权人同意出租授权文件的租赁场地；
  - (o)交割日起六（6）个月内广东横琴设备公司应将其注册地址变更为实际经营地址或按照法律要求的其他方式解决其异地经营的问题；
  - (p)交割日起十二（12）个月内集团公司应按照合格上市审核要求规范其社会保险、住房公积金的缴纳，确保社会保险及公积金问题不影响公司上市；
  - (q)交割日起六（6）个月内促成广东横琴设备公司按照主管部门的要求就其住所地以外的其他经营地址办理分支机构登记或进行经营场所备案；
  - (r)促使本轮投资方之一金科汇钰于2025年6月30日前完成人民币980万元投资款全部实缴出资，并向粤澳投资提供银行回单或其他出资凭证。
- 6.2.2 保证方，并促使其下属主体及其各自的董事、监事、高级管理人员及其他关联方或其代表，陈述、承诺并保证其未曾且不会：（1）以任何直接或间接的方式贿赂粤澳投资和/或其关联方的任何人员和/或与该等人员具有利益关系的人员，（2）以任何方式直接或间接输送或索取回扣、佣金等不正当财物或其他非物质性利益或机会，（3）以任何方式从事其他不正当竞争或非法利益输送行为。如保证方发现粤澳投资工作人员存在违反廉洁从业、反腐败反贿赂的行为，将立即向粤澳投资廉洁监督渠道进行投诉或举报，并提供已掌握的证据，配合粤澳投资相关调查取证。
- 6.2.3 保证方承诺按照公司上市中介机构的要求和上市规则的规定妥善处理集团公司兼职人员的任职资格和知识产权归属问题，确保该等问题不会对公司的合格上市造成影响；如届时公司的上市中介机构要求，保证方应确保相关高校出具对兼职人员在公司持股及/或兼职的同意函或无异议函，且有关同意函或无异议函的内容应满足公司的上市中介机构提出的明确要求。
- 6.2.4 保证方承诺促使公司股东在股改前或在新《公司法》及相关实施细则规定的最晚出资时限之前（以二者孰早者为准）向公司全额缴足其已认缴但未实缴的出资（为免疑义，金科汇钰实缴出资期限适用本协议6.2.1条第(r)项的相关约定）。
- 6.2.5 保证方承诺（i）尽最大努力确保段星光教授与公司合作开发的专有技术

或专利归属于公司所有；（ii）尽最大努力确保段星光教授与公司合作开发的，需要与北京理工大学共同所有的专有技术或专利，公司具有优先受让权，或可以以合理价格获得独占许可使用的权利，且公司独自享有独占许可使用期间所产生的收益；（iii）尽合理商业努力避免北京理工大学自身利用该等专利或授权第三方开展与公司具有竞争关系的业务；（iv）尽力促成就上述事项与北京理工大学签署令粤澳投资满意的合作协议。

6.2.6 保证方承诺促使创始人按照公司上市中介机构的要求和上市规则的规定妥善解决集团公司的同业竞争问题，以确保前述问题不会对公司的合格上市和经营造成影响。

6.2.7 公司应，且保证方应促使公司在交割日后三十（30）日内就本次交易和公司章程向主管市监局办理变更登记和备案手续，并向粤澳投资提供更新后的加盖公司公章的营业执照复印件及工商备案文件，相关各方应予以配合。

### 6.3 排他期

6.3.1 除本协议另有约定或本协议各方另行约定外，保证方同意，自签署日至交割日，除本协议另有约定外，未经粤澳投资事先书面同意，保证方或其任何关联方、高级职员、董事、代表或代理人均不会：

- (a) 招揽、发起、考虑、鼓励或接受任何主体提出的任何下列提议或要约：
  - (i) 对集团公司进行任何投资；
  - (ii) 对集团公司的股权或资产的全部或任何部分的任何收购；
  - (iii) 对集团公司或其业务进行兼并、合并或其他形式的业务合并；或
  - (iv) 涉及集团公司或以其他方式与集团公司相关的资本重组、资产重组或其他非正常业务交易；或
- (b) 就上述事宜签署任何协议、备忘录、意向书或者类似法律文件，参与任何讨论、交谈、谈判以及其他形式的交流，或向其他主体提供与上述事宜有关的信息，或以任何方式配合、协助或参与、促进或鼓励任何其他主体试图进行上述事宜的努力或尝试。

6.3.2 保证方同意，自签署日至交割日，保证方应立即停止或促使他人终止迄今为止就本协议类似事项与任何其他主体所有现有讨论、交谈、谈判和其他形式的交流；如有任何主体提出任何该等提议或要约，或者任何主体就此进行过任何试探或其他联系，保证方应立即通知粤澳投资，并在发给粤澳投资的通知中以合理的细节说明作出该等提议、要约、试探或联系的主体的身份，以及该等提议、要约、试探或其他联系的条款和条件。

### 6.4 进一步措施

本协议各方应根据适用法律的规定，尽所有合理努力尽快采取、或促使他人采取所需的、适当的或必要的所有有关措施，办理、或促使他人办理所有该等有关事宜，并应签署和交付各项必要的文件和其他材料，以使得本协议规定的条款得以执行，并使得本次交易得以完成并生效。

## **第7条协议的生效、补充、修改、变更和解除**

### **7.1 生效**

本协议经各方签署或盖章后于本协议文首所载日期起生效，对各方有约束力。为便于办理相关政府程序，各方应善意协商另行签订与本协议项下事项有关的其他任何合同、协议或文件，但该等合同、协议或文件与本协议有任何矛盾或不一致之处，以本协议为准。

### **7.2 附件**

本协议的附件及附录是本协议不可分割的组成部分，与本协议正文互为补充具有同等的法律效力，本协议附件及附录与本协议冲突的，以本协议正文约定为准且须进行相应修改。

### **7.3 修订**

经本协议各方协商一致，可以对本协议进行修改或变更。任何修改或变更必须制成书面文件，经本协议各方签署后生效。

### **7.4 协议解除**

本协议可以通过下列方式解除：

#### **7.4.1 本协议各方共同以书面协议解除并确定解除生效时间；**

#### **7.4.2 在交割日前，若任何下列情形发生，粤澳投资可以通过书面形式通知其他方解除本协议：**

- (a) 如果在签署日后三（3）个月内或经各方协商一致同意的其他期限内未发生交割；**
- (b) 交易文件中任一保证方的陈述或保证在重大方面不真实、不准确、遗漏或误导；**
- (c) 任一保证方违反交易文件项下的约定、承诺或义务；**
- (d) 任一保证方进入任何自愿或强制的破产程序，或任一保证方被法院或其他政府部门宣告破产；**

- (e) 发生可能对本次交易或集团公司的经营和业务带来任何现实或潜在重大不利影响的事件；或
- (f) 由于任何适用法律或其解释的重大变化，或由于任何政府部门对适用法律法规或其解释修订、补充或撤销，导致无法达到本协议项下的主要目的或粤澳投资无法实现本协议项下的主要利益。

为免疑义，上述粤澳投资提前解除本协议的权利不影响其依据法律及/或交易文件获得其他补救的权利，并且该解除不应免除至本协议终止日所产生的其他各方的任何义务，也不能免除其他各方因违反本协议或其他交易文件而对守约一方所造成损失的赔偿责任。

## 7.5 解除的效果

当本协议依上述之第 7.4 条任何一款解除后，本协议各方在本协议项下的所有权利和义务即告终止，本协议各方应本着公平、合理、诚实信用的原则确保恢复本协议签订时的状态。一方对其他方在本协议项下或对于本协议之解除没有其它任何索赔权利，但按本协议第 8 条应承担的责任除外。

本协议解除后，本协议第 1 条（定义和解释）、第 7.5 条（解除的效果）、第 8 条（违约责任和赔偿）、第 10 条（保密条款）、第 11 条（通知条款）、第 12 条（争议解决）、第 13 条（其他事项）应继续有效。

## 第 8 条违约责任和赔偿

- 8.1 保证方共同且连带地同意，对于下列事项引起的纠纷或处罚将由其负责妥善解决，确保粤澳投资免于承担任何损失、责任、处罚或索赔，并且，对于粤澳投资直接或间接与下列事项相关或由于下列事项而遭受、蒙受或发生的或针对粤澳投资、其普通合伙人、雇员及高级管理人员（“**受偿人士**”）提起的（无论是第三方索赔、本协议各方之间的索赔还是其他索赔）任何损害、损失、权利要求、诉讼、付款要求、判决、和解、税费、利息、费用和开支（包括但不限于合理的律师费、因集团公司受到损失而导致受偿人士投资价值减损的部分、粤澳投资因履约而应当获得的利益等），保证方应连带地向粤澳投资进行赔偿、为粤澳投资提供辩护并使其免受损害，粤澳投资代表其自身或其他受偿人士行事，以使得粤澳投资及其他受偿人士得以获得赔偿，不论其是否是本协议的一方，但法律法规另有规定的除外：
  - 8.1.1 任一保证方违反其在交易文件项下作出的任何陈述、保证、承诺或义务；
  - 8.1.2 任何因保证方违反适用法律或对集团公司有约束力的合同或其他事项导致的受偿人士损失（无论该等事项是否向粤澳投资披露，也无论受偿人士损失发生在交割之前或之后），包括但不限于：（i）集团公司未按中

国法律要求足额缴纳应为其雇员缴纳的社会保险金和住房公积金；（ii）保证方未足额缴纳其根据中国法律应缴纳或应代缴的任何到期税款（包括但不限于因转让公司股权产生的任何税款）；（iii）集团公司未根据法律的要求获得或丧失了与其业务经营有关的资质、证照、许可、批准、登记或备案或未遵守适用法律而遭受处罚；（iv）因集团公司拥有的知识产权产生争议或因集团公司不拥有其核心业务所需的知识产权导致的任何损失或责任；（v）创始人、核心员工及兼职员工（包括本协议签署前、签署时以及签署后公司的兼职员工）对公司的投资和/或任职存在问题，引发或可能引发争议或纠纷，或违反任何与第三方签署的与集团公司利益相关的协议或者对集团公司或第三方负有的保密、知识产权或不竞争义务；（vi）保证方违反重大合同或因重大合同存在的任何限制对集团公司业务造成影响；（vii）公司股权存在争议（包括但不限于因公司股东持股资格及股权结构等问题而产生纠纷或遭致处罚）；（viii）集团公司丧失对其使用的不动产的使用权。

- 8.2 保证方中的任何一方为赔偿方时，保证方中的其他各方应承担连带责任。
- 8.3 为免疑义，本协议规定的各种救济方式可同时适用且相互不排斥，并且适用本协议规定的救济方式不排斥各方根据法律、法规规定可以享有的其他权利或救济。

## **第9条不可抗力**

- 9.1 任何一方由于不可抗力且自身无过错造成部分不能或者全部不能履行本协议项下的义务将不视为违约，但应在条件允许的情况下采取一切必要的补救措施，以减少或消除不可抗力事件的影响，并尽可能在最短的时间内尝试恢复履行被不可抗力事件延误或阻碍履行的义务。
- 9.2 遇有不可抗力的一方，应在事件发生后可能通知之日起三（3）个工作日内，将事件的发生情况以书面形式通知其他方，并应在事件发生后可能提供之日起十五（15）个工作日内，向其他方提供不可抗力的详情，以及不能履行、或者部分不能履行、或者需要延期履行理由的有效证明。按其对本协议的影响程度，本协议各方协商决定是否解除本协议、或者部分免除履行本协议、或者延期履行本协议。在交割前如果自不可抗力发生之日起三十（30）日内不能协商一致，任何一方有权终止本协议，由此给本协议其他方造成的损失，任何一方不承担赔偿责任。
- 9.3 不可抗力指不能预见、不能避免并不能克服的客观情况，其中包括但不限于由于地震、台风、水灾、火灾、战争、疫情以及其它不能预见并且对其发生和后果不能防止或避免的不可抗力事件出现或任何法律、法规和规章的变更、或新的法律、法规和规章的颁布、或任何政府行为致使直接影响本协议的履行或者不能按约定的条件履行。

## **第10条保密条款**

## 10.1 保密信息

有关本协议及其附件和附录的条款和细则（包括但不限于所有条款约定甚至本协议的存在以及任何相关的投资文件）均属保密信息，本协议的各方不得向任何第三方透露，除非另有规定或约定。

## 10.2 保密责任

各方同意，各方应确保其关联方以及其各自的及其关联方的高级职员、董事、雇员、代理人、代表、会计和法律顾问将其收到或获得的任何保密信息作为机密资料处理，予以保密，除非得到其他各方的事先书面允许，或者根据司法或行政程序或其他法律要求，不得向任何第三方披露或使用，也不得用于本次交易之外的任何其他用途。

## 10.3 除外披露

10.3.1 本条之保密义务不适用以下信息：（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或各自的或其关联方的高级职员、董事、雇员、代理人、代表人、会计和法律顾问违反本协议而披露的任何信息；（iii）一方从无保密义务的善意第三方处获得的信息；或（iv）在各方共同同意的范围内进行披露的信息。并且，一方可以为履行本协议的目的将前述信息在必要的范围内向其关联方以及其各自的及其关联方的投资人、高级职员、董事、雇员、合伙人、股东、代理人、代表、会计和法律顾问进行披露，但应确保上述人员承担同样的保密义务。

10.3.2 为明确起见，各方同意，一方及其各自的关联方（包括但不限于其各自及其关联方的高级职员、董事、雇员、合伙人、成员、股东、代理人、代表、会计师、财务顾问、法律顾问）可以根据适用法律的规定、或者政府部门、司法机关或证券监管部门的要求向该机关或部门披露保密信息，但被要求披露的一方应在上述要求的范围内披露，且在该等披露作出前向其他各方发出书面通知。

10.4 为免疑义，未经粤澳投资事前书面同意，其他各方不得就交易文件项下拟议交易发布任何新闻稿、公告或其它公开披露。

10.5 保证方进一步同意并保证，自本协议签署日起，未经粤澳投资事先书面同意，保证方及其关联方不得在任何业务或活动中使用粤澳投资或其任何关联方的任何名称、商标、商号、服务商标或标志（或其任何缩写和模仿），包括但不限于用于任何广告、宣传或其他用途。本协议各方进一步认可及同意，未经粤澳投资的事先书面同意，无论粤澳投资届时是否直接或间接持有公司的任何股权，其他各方及其关联方都不得在其营销、广告、宣传材料或为其业务经营目的的使用、发布包含有粤澳投资或

任何相似元素的名称、商标、域名、标识或粤澳投资任何管理人员的姓名、照片或者图片或标识。

## 第 11 条通知条款

### 11.1 通知方式

11.2 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付、商业快递服务或电子邮件的方式发到该方下列地址。除电子邮件的通知方式外，每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定。通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则予以设定为通知的地址被送达或被拒收之日为有效送达日。如果经电子邮箱发送，自该邮件到达收件人邮箱系统之时视为已实际送达。为送达通知之目的，各方的联系方式见本协议附录 E。

### 11.3 更改地址

若任何一方（“**变动方**”）的上述通讯地址或通知方式发生变化，变动方应当在该变更发生后的七（7）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。

## 第 12 条争议解决

### 12.1 适用法律

本协议的订立、效力、解释、履行和争议的解决应受中华人民共和国法律的管辖，并依其解释。

### 12.2 争议解决

12.2.1 各方同意，因本协议产生或与本协议相关的任何争议，各方应尽最大努力协商解决。如果不能协商解决的，均应提交中国国际经济贸易仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。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（3）名仲裁员由双方当事人共同选定或共同委托仲裁委员会主任指定。仲裁裁决是终局的，对双方均有约束力。仲裁的费用开支（包括仲裁费、律师费及其他合理费用和开支）均应由败诉方最终承担。

12.2.2 争议解决期间，各方继续拥有各自在本协议项下的其它权利并应继续履行其在本协议下的相应义务。

## 第 13 条其他事项

### 13.1 完整性

本协议、其他交易文件及其附件和附录构成各方就本次交易达成的完整协议，并取代各方此前关于本次交易所达成的任何协议、谅解备忘录、陈述或其他义务（无论以书面或口头形式，包括但不限于各类沟通形式），且本协议（包括但不限于其修改协议或修正，以及其他交易文件）包含了各方就本协议项下事项的唯一和全部协议。

### 13.2 可分割性

若根据任何法律或公共政策，本协议的任何条款或其他规定被认定无效、不合法或不可执行，则只要本协议拟议交易的经济或法律实质未受到对任何一方任何形式的严重不利影响，本协议的所有其他条款和规定仍应保持其全部效力。在任何条款或其他规定被认定为无效、不合法或不可执行时，本协议各方应进行诚信谈判，对本协议进行修订，按照可接受的方式尽可能近似地实现各方的原有意图，以尽量最大限度地按原先的筹划完成本协议拟议之交易。

### 13.3 不放弃

本协议任何一方可以（i）延长任何其他方履行任何义务或采取任何行动的时间，（ii）放弃追究任何其他方在本协议或任何其他交易文件中作出的陈述和保证之任何不准确之处，或（iii）放弃要求任何其他方遵守本协议所包含的任何约定或须遵守的条件。任何该等延期或放弃仅在受约束的一方签署书面文件说明该延期或放弃后有效。任何一方对任何违反本协议条款行为的弃权，不应作为或解释为对该违约行为的进一步弃权或继续弃权，或对任何其他违约或后续违约的弃权。除本协议中另有规定外，任何一方未能行使或延迟行使本协议项下的、或以其他方式依照法律法规可以行使的任何权利、权力或救济，不应作为对该等权利、权力或救济的放弃；该方单一或部分行使该等权利、权力或救济，不应排除对该等权利、权力或救济的任何其他或进一步行使，或对任何其他权利、权力或救济的行使连带责任。

### 13.4 转让和继承

本协议对各方当事人的继承人和受让人有效，上述继承人和受让人可享有本协议项下的权益并承担本协议项下的义务。各方同意，粤澳投资有权将其本协议和其他交易文件项下的权利、权益和义务让与和转让予其关联方而不受任何限制，但粤澳投资的转让行为不得损害公司其他股东的权利且粤澳投资权利义务受让人应具备法律法规规定的股东资格。粤澳投资不得将公司股权转让给公司竞争对手（具体清单见股东协议附件三）。除前述情况外，未经其他方事先书面同意，任何方均不得让与或转让其本协议项下的任何权利或义务。

### 13.5 原件

本协议一式十六（16）份，各方各执一（1）份，各份文本具有同等法律效力。

*（本页以下特意留空）*

有鉴于此，本《真健康（广东横琴）医疗科技有限公司增资协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署。以昭信守。



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职务：

  
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张昊任

签署：

Handwritten signature of Zhang Haoren in black ink, written over a horizontal line.

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广东横琴任阳生物科技公司（有限合伙）  
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珠海嘉润同创科技发展合伙企业（有限  
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于莉莉

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（盖章）

签署:

职务:

授权代表

有鉴于此，本《真健康（广东横琴）医疗科技有限公司增资协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署。以昭信守。



珠海嘉润合创科技发展合伙企业（有限  
合伙）

（盖章）

签署：

A handwritten signature in black ink, appearing to be "张安怡".

职务：

授权代表

有鉴于此，本《真健康（广东横琴）医疗科技有限公司增资协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署。以昭信守。



横琴粤澳开发投资有限公司

(盖章)

签署：

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

职务：

法定代表人

**附录 A**  
**公司股权结构**

**第 1 部分 签署日公司的股权结构**

股东姓名/名称	出资额 (万元人民币)	持股比例
广东横琴任阳生物科技中心（有限合伙）	336	11.50489%
珠海诚真健康科技合伙企业（有限合伙）	300	10.27223%
珠海嘉润同创科技发展合伙企业（有限合伙）	240	8.21778%
珠海嘉润合创科技发展合伙企业（有限合伙）	229.39	7.85449%
珠海美吉睿医疗科技合伙企业（有限合伙）	207.1682	7.0936%
北京金科汇钰创业投资合伙企业（有限合伙）	195.55468	6.69594%
珠海嘉润新创科技发展合伙企业（有限合伙）	180	6.16334%
珠海泰科麦迪科技发展中心（有限合伙）	144	4.93067%
横琴粤澳深度合作区产业投资基金（有限合伙）	143.86681	4.92611%
北京水木东方医用机器人技术创新中心有限公司	103.806	3.5544%
北京新动能科技创新基金（有限合伙）	79.547	2.72375%
太平（深圳）医疗健康产业私募股权投资基金合伙企业（有限合伙）	71.93341	2.46306%
北京高榕四期康腾股权投资合伙企业（有限合伙）	69.651	2.3849%
景得（广州）股权投资合伙企业（有限合伙）	67.309	2.30471%
韩投（张家港）股权投资合伙企业（有限合伙）	67.309	2.30471%
北京中关村智友投资合伙企业（有限合伙）	66.49	2.27667%
北京京安泰科技发展有限公司	61.503	2.10591%
珠海横琴金投创业投资基金合伙企业（有限合伙）	53.542	1.83332%
湖州中金启合股权投资合伙企业（有限合伙）	43.16004	1.47783%
横琴深合产业投资有限公司	43.16004	1.47783%
青岛荣昱创业投资基金合伙企业（有限合伙）	25.984	0.88971%
北京水木领航创业投资中心（有限合伙）	24.934	0.85376%
NOVEL ROBOTICS LIMITED	20.778	0.71145%
X Technology Fund, L.P.	20.778	0.71145%
珠海华金领越智能制造产业投资基金（有限合伙）	19.887	0.68095%
珠海横琴辛醒投资合伙企业（有限合伙）	19.887	0.68095%
珠海力高贰号股权投资基金合伙企业（有限合伙）	19.887	0.68095%

北京东升博展科技发展有限公司	17.898	0.61284%
东融壹号（珠海横琴）股权投资合伙企业（有限合伙）	14.38668	0.49261%
成都市天府新区高榕四期康永投资合伙企业（有限合伙）	12.2904	0.42083%
北京立德共创智能机器人科技有限公司	8.311	0.28457%
北京德睿达财富科技管理中心（有限合伙）	6.731	0.23047%
欣慧润康（珠海横琴）投资咨询中心（有限合伙）	3.365	0.11522%
深圳瑞昇股权投资基金合伙企业（有限合伙）	1.989	0.0681%
<b>合计</b>	<b>2920.49626</b>	<b>100.0000%</b>

## 第2部分 交割后公司的股权结构

股东姓名/名称	出资额 (万元人民币)	持股比例
广东横琴任阳生物科技中心（有限合伙）	336	10.47306%
珠海诚真健康科技合伙企业（有限合伙）	300	9.35095%
横琴粤澳开发投资有限公司	287.73362	8.96861%
珠海嘉润同创科技发展合伙企业（有限合伙）	240	7.48076%
珠海嘉润合创科技发展合伙企业（有限合伙）	229.39	7.15005%
珠海美吉睿医疗科技合伙企业（有限合伙）	207.1682	6.4574%
北京金科汇钰创业投资合伙企业（有限合伙）	195.55468	6.09541%
珠海嘉润新创科技发展合伙企业（有限合伙）	180	5.61057%
珠海泰科麦迪科技发展中心（有限合伙）	144	4.48846%
横琴粤澳深度合作区产业投资基金（有限合伙）	143.86681	4.4843%
北京水木东方医用机器人技术创新中心有限公司	103.806	3.23562%
北京新动能科技创新基金（有限合伙）	79.547	2.47947%
太平（深圳）医疗健康产业私募股权投资基金合伙企业（有限合伙）	71.93341	2.24215%
北京高榕四期康腾股权投资合伙企业（有限合伙）	69.651	2.17101%
景得（广州）股权投资合伙企业（有限合伙）	67.309	2.09801%
韩投（张家港）股权投资合伙企业（有限合伙）	67.309	2.09801%
北京中关村智友投资合伙企业（有限合伙）	66.49	2.07248%
北京京安泰科技发展有限公司	61.503	1.91704%
珠海横琴金投创业投资基金合伙企业（有限合伙）	53.542	1.6689%
湖州中金启合股权投资合伙企业（有限合伙）	43.16004	1.34529%
横琴深合产业投资有限公司	43.16004	1.34529%
青岛荣昱创业投资基金合伙企业（有限合伙）	25.984	0.80992%
北京水木领航创业投资中心（有限合伙）	24.934	0.77719%
NOVEL ROBOTICS LIMITED	20.778	0.64765%
X Technology Fund, L.P.	20.778	0.64765%
珠海华金领越智能制造产业投资基金（有限合伙）	19.887	0.61987%
珠海横琴辛醞投资合伙企业（有限合伙）	19.887	0.61987%
珠海力高贰号股权投资基金合伙企业（有限合伙）	19.887	0.61987%
北京东升博展科技发展有限公司	17.898	0.55788%
东融壹号（珠海横琴）股权投资合伙企业（有限合伙）	14.38668	0.44843%

成都市天府新区高榕四期康永投资合伙企业（有限合伙）	12.2904	0.38309%
北京立德共创智能机器人科技有限公司	8.311	0.25905%
北京德睿达财富科技管理中心（有限合伙）	6.731	0.20980%
欣慧润康（珠海横琴）投资咨询中心（有限合伙）	3.365	0.10489%
深圳瑞昇股权投资基金合伙企业（有限合伙）	1.989	0.06200%
<b>合计</b>	<b>3208.22988</b>	<b>100.0000%</b>

附录 B 核心员工名单

姓名	职务	港澳居民来往内地通行证号或身份证号
张昊任	董事长、CEO	M08570980
郭健	副总裁	152103197312100643
陈妙娉	副总裁	440781197812066225
史纪鹏	产品总监	370321197909013019
陈向前	技术总监	43252219921221873X

## 附录 C 保证方陈述保证

为促使粤澳投资签订本协议，并且作为其签订本协议的前提条件，保证方在此向粤澳投资共同且连带地作出如下陈述和保证（本协议附录 D 的披露函（“**披露函**”）中所披露的事项构成对相应段落的陈述和保证的例外），该等陈述和保证于本协议签署日直至交割日均是真实、完整和准确的。

**为本附录之目的，公司应包括所有集团公司。**

### 1. 依法设立

就非自然人的保证方而言，其为根据其设立地的法律正式注册成立、有效存续而且资信良好的实体。其自成立起持续经营并在所有方面遵守了其章程或类似组织文件，其未停业、未破产、未进入清算或接管程序、未丧失偿债能力且不存在债务到期无法清偿的情形，不存在要求其进行清算、停业、宣告破产或其他类似事件的申请、决议或政府命令或其它类似情形。

就自然人的保证方而言，其为拥有完全民事权利能力和民事行为能力的自然人。

### 2. 权限、授权和资格

- (a) 公司拥有完全的权利、能力和权力，并已为以下事项合法取得所有政府授权：（i）拥有、使用、经营、出租、许可、处置其财产和资产（有形的或无形的），（ii）依法经营正在进行的业务，（iii）合法成立并依法有效存续，并且这些政府授权目前继续有效，不存在任何事实或情形显示任何该等授权将或者可能被撤销、终止、变更或到期不再续展。公司没有违反其政府授权的行为。公司均未向相关政府部门提出结束或者改变其正在经营的业务的申请。
- (b) 保证方拥有完全的民事权利能力和民事行为能力，以签订和履行交易文件，并完成本次交易。
- (c) 保证方已经采取所有必需的行动获得了正式授权以便其签署、交付和履行交易文件及完成本次交易。交易文件在经保证方签署后将构成其合法、有效和具有约束力的义务，并可按照其条款对保证方强制执行。

### 3. 无冲突

保证方签署、交付和履行交易文件不会：

- (a) 违反或抵触其章程及其他类似组织文件的规定；

- (b) 违反或抵触适用于保证方或其任何资产、财产或业务的任何法律、政府授权或政府指令（或造成因任何法律、政府授权或政府指令而可能导致不利影响的事件）；或
- (c) 抵触或导致违反任何保证方为一方的或其任何业务、资产或财产受其约束或影响的任何协议、合同、执照、许可、批准或其他有约束力的文件或安排，或构成该等文件或安排项下的违约，或根据该等文件或安排需要任何同意或授权，或授予他人任何终止、修改、加速还款、中止、撤销或取消该等文件或安排的任何权利，或导致根据该等文件或安排在公司的股权或资产上设置任何负担，或限制其在该等文件或安排下的任何权利、权力或利益，或增加其在该等文件或安排下的任何义务或责任。

#### 4. 公司架构

- (a) 除集团公司及在披露函中披露的事项外，保证方未在任何公司、企业、合伙企业、合资企业或其他实体中拥有任何直接或间接股权或其他投资权益、或者购买任何股权或其他权益的任何权利，包括但不限于登记在册的股权或实益拥有的权益。
- (b) 除在披露函中披露的事项外，保证方不是任何合伙企业的成员（亦未通过任何合伙企业从事业务的任何部分），亦未参与任何合资企业或类似安排，或在任何对外投资中承担无限责任。自本协议签署日至交割日，公司未进行任何直接或间接的股权变动。
- (c) 自公司成立以来，公司对任何其他公司、企业、合伙企业、合资企业、协会或其他实体的投资在各个方面均符合法律规定；不存在任何影响针对该等投资或与该等投资有关的待决或潜在诉求，亦不存在任何实际或潜在的由任何政府部门提起或向任何政府部门提起的该等诉求。

#### 5. 注册资本

- (a) 除在披露函中披露的事项外，公司股东已经足额缴纳其认缴的公司注册资本，符合中国法律要求且保证其出资来源合法，不存在未缴纳、迟延履行或出资瑕疵的情况。公司股东也不存在虚假出资或抽逃注册资本的情况。现有股东对于公司的全部股权拥有合法、有效、完全的且不存在任何负担的所有权，公司股权结构清晰稳定，不存在任何争议。公司现有或历史上的股东历史上对公司的股权转让符合中国法律的要求，且股权转让的相关方均充分支付了获取股权所需的对价和税负，不存在任何与此有关的争议或潜在争议且不会对公司的上市造成影响。
- (b) 不存在任何与股权有关的、或使保证方有义务出售公司的股权或在公司中任何其他权益的任何性质的期权、认股权、可转换证券或其他权

利、协议、安排或承诺。公司股权上不存在任何代持或类似安排，亦不存在质押、抵押等产权负担，或任何其他第三方权利。公司没有回购、回赎或以其他方式购买任何股权的义务。除交易文件外，(i) 公司并无向任何其他主体提供融资、投资（无论是以贷款、出资或以其他方式）的合同义务，(ii) 保证方未向任何第三方以口头或书面的方式作出出售、转让、赠与、质押或处置公司任何股权的承诺，(iii) 不存在变更公司注册资本或股权结构的任何合同或决议，和(iv) 不存在关于公司的治理、股东权利（包括但不限于表决权行使、经济利益分享）的任何合同。

- (c) 在完成本次交易后，粤澳投资将对其持有的股权拥有合法、有效、完全和排他的所有权且不存在任何负担，亦不负有对公司追加投资的任何法律或合同项下的义务。
- (d) 现有股东对公司投资所使用的资金是其合法的自有资金，其所持有的公司股权不存在下述任何情况：(i) 任何股东权利和权益的代持、信托或类似的安排，或(ii) 任何有关于可转换为公司股权权益的第三方的优先购买权、选择权或权利和权益，或(iii) 由任何司法和行政部门实施的查封、扣留、冻结或强制过户措施，或(iv) 公司现有注册资本上现有或已经建立的任何质押以及其他担保物权或第三方权益，或(v) 任何可能影响到现有股东对于公司现有注册资本享有的任何股东之权利和权益，或可能致使任何第三人直接或者间接获取任何对公司现有注册资本之任何股东权利和权益的情形。公司和现有股东之间不存在前轮投资协议以外的任何协议或具有约束力的书面约定。
- (e) 除在披露函中披露的事项外，公司未通过任何激励股权计划，没有已经发行在外的期权、认股权证或其他类似权利，没有可转换为股权或任何可能导致公司股权被第三方认缴或购买的协议或安排，亦无任何期权行权的情形。公司未向任何员工以书面或口头方式承诺授予认购公司股权、授予期权或分红权等类似的权利。公司的期权授予相关事宜均符合法律法规、公司章程及激励计划等文件的约定。

## 6. 公司记录

公司档案中所保存的所有股东会（股东）决议和董事会（执行董事）决议均是真实的，并准确地反映了公司股东会（股东）和董事会（执行董事）所作出的决议和审议的事项。公司所有的章程已合法有效地获得登记（如要求），并且都是有效及具有可执行力的。公司章程中所详述的公司经营范围符合法律的要求，公司严格按照章程所规定的经营范围和适用法律的规定开展经营活动。公司所有开展经营活动所需要的在适用法律规定下的证照、批准、许可都已经依法申请并获得，并且所有该等许可均有效存续、核准和备案。公司均已通过相关政府部门对公司证照许可的年检（如有）。没有(i)任何未决的由政府部门出具的关于公司不遵守任何法律的决定或通知；(ii)任何已决的关于公司不遵守任何法律的决定或通知。

## 7. 政府授权

公司已获得了经营其目前所经营的业务所需的全部批准、许可、执照以及全部政府授权，且该等批准、许可、执照以及全部政府授权在签署日至交割日的每一日（包括当日）均实际有效。公司未违反该等政府授权的规定。所有该等政府授权仍然有效、尚未期满，而且未被撤销或终止，亦不存在将导致或可能导致该等政府授权失效、被撤销、被吊销或者到期不被续展的事实或情势。该等政府授权均不会因本协议所筹划的任何交易而撤销、终止或失效。公司的各个投资、建设及生产项目已按照法律规定取得了所需的全部批准、许可、执照以及全部政府授权。

## 8. 财务资料、账簿和记录

- (a) 公司已向粤澳投资交付了公司的财务报表（合称“财务报表”），包括（i）自公司成立日起历年的审计报告，及（ii）自公司成立日起截至2024年9月30日（“**财务报表日**”）的未经审计的资产负债表、利润表和现金流量表，连同所有相关附注和附表。财务报表（i）是根据公司的账簿和其他财务记录编制的，（ii）公允地反映了截止报表日期或相应期间内公司的财务状况和经营成果，（iii）是根据会计准则按照与该公司以前惯例相符的一贯性原则编制的，并且（iv）纳入了公允反映截止报表日期或相应期间内公司的财务状况和经营成果所必需的全部调整（仅由经常发生的应收应付项目构成）。
- (b) 公司的账册和其他财务记录：（i）按照与公司过去惯例相符的基准适用的会计准则反映了要求在该等记录中反映的所有收入和支出项目以及所有资产和负债，（ii）在所有重要方面是完整和正确的，而且不包含或反映任何重大不准确或不一致之处，并且（iii）依照良好的业务和会计惯例编制。
- (c) 自财务报表日至交割日：（i）公司一直以与过去惯例相一致的方式正常经营业务，未发生且预期不会发生重大不利影响；且（ii）除非本协议另有规定，或者公司已经向粤澳投资书面披露并得到粤澳投资书面同意的事项之外，公司没有发生本协议第6.1.2条所述的任何事项。

## 9. 不存在未披露负债

公司不存在财务报表中反映或保留的负债外的任何其他负债。公司从未为其他人提供保证担保责任，也从未以其财产设定任何抵押、质押及其它担保权。本协议的签订和履行将不会导致公司的债权人（包括但不限于银行等金融机构）有权宣布债务提前到期或要求提供担保、提高利息或在其他方面改变债务的条件和条款。

## 10. 无担保

公司未向任何主体提供任何形式的担保（包括但不限于抵押、质押和保证）或在其任何资产上为任何其他主体的利益设定任何负担或作出该等承诺。

## 11. 诉求

- (a) 不存在任何正在进行的、未决的或有威胁将要发生的，由保证方提起的，或针对保证方、公司资产或本协议下的交易的诉讼、仲裁、行政程序、质询、政府调查、解散或清算程序、或其他司法程序；也不存在针对保证方的任何索赔或索偿。
- (b) 不存在任何正在进行的、未决的或有威胁将要发生的，由保证方或核心员工提起的，或针对上述主体的诉讼、仲裁、行政程序、质询、政府调查、解散或清算程序、或其他司法程序；也不存在针对上述主体的任何重大索赔或索偿。
- (c) 保证方没有被采取任何司法保全措施或强制执行措施。

## 12. 重大合同

- (a) 各项重大合同均：(i) 合法成立，对该等合同的各方具有约束力，并且具有完全的效力；且(ii) 在本次交易完成后，应继续完全有效且不会导致任何罚款或产生其他重大不利后果（包括导致终止或修改公司在重大合同下的任何权利，或促使其在重大合同下的任何义务加速执行，或促使或给予他人就任何重大合同要求公司支付任何款项的权利）。
- (b) 任何重大合同项下的其他方不存在违反该等合同的违约行为，并且公司未收到任何有关终止、撤销任何重大合同或其项下违约的通知。公司及其关联方不存在任何违反重大合同及前轮投资协议的违约行为，也不涉及任何既存的或潜在的纠纷。
- (c) 公司没有订立任何合同或安排或订立具有不寻常、承担过重义务、期限过长或具有非正常交易性质的任何合同或安排，或者受到这些合同或安排的任何重大义务的限制。不存在向任何主体授予购买公司重大资产或财产或任何股权（不包括在与过去惯例相符的正常经营过程中进行的购买）的任何优先权的任何合同、协议或其他安排。

## 13. 知识产权

- (a) 公司独立拥有经营业务所使用或需使用的所有知识产权（“**公司知识产权**”）。公司对公司知识产权拥有完整和唯一的所有权和使用权且不依赖任何其他主体。该等知识产权均有效且可依法执行，不存在任何可能导致任何公司知识产权无效或不可执行的事项。除公司知识产权外，不存在其它对公司业务经营而言重要的知识产权，且公司在经营业务

过程中亦未使用或拟使用其他任何知识产权。

- (b) 公司知识产权上不存在权利负担。公司所拥有的专利、商标、著作权和域名都已依法正式注册或登记。每一项在政府部门注册的公司知识产权均符合所有的适用法律，并且为维持该等知识产权完全有效的而必须作出或采取的所有报备、付款和其它行为均已作出或采取。在政府部门注册的任何公司知识产权在本协议签订日之后的三十六（36）个月内均没有失效或到期，也没有计划失效或到期。
- (c) 公司在经营业务过程中未使用任何第三方主体许可的知识产权，或公司就使用任何第三方主体的知识产权均已获得适当、有效的许可及授权。公司没有任何侵犯他人知识产权、商业秘密、专有信息或其他类似权利，不存在未决的或可预见能发生的要求公司对侵犯任何第三方的知识产权、商业秘密、专有信息或其他类似权利进行索赔的主张、争议或诉讼程序，不存在任何已知的第三方侵犯公司合法拥有的知识产权的情形。
- (d) 公司知识产权上不存在权属纠纷，公司未抵触、侵犯、侵占或以其他方式违反任何第三方的知识产权，而且无任何声称存在前述任何一项的、对公司提起的待决诉求。公司履行业务合同不会对公司知识产权产生重大不利影响。
- (e) 公司未授予（口头或书面）任何第三方有关知识产权的任何许可或其他权利。公司已经依据适用法律完成了维持公司知识产权效力所需的全部申请、登记、备案，并采取了其它所需行动并缴纳了所有费用，不存在可能使公司知识产权失效或者到期无法成功续展的事实或情势。公司已按照正常行业惯例采用合理措施对所使用的与业务有关的商业秘密及其他保密知识产权保守秘密。不存在任何主体侵犯公司的任何重要商业秘密或其他重要知识产权的情况。
- (f) 创始人、核心员工及兼职员工接受公司聘用、从事公司经营活动，没有违反各自曾签署过的任何合同或对其有约束力的承诺（包括但不限于保密义务、知识产权相关义务及竞业限制义务），也不会构成对前述主体前雇主或其他知识产权持有人的合法权利的侵犯。创始人、核心员工已将他们自有或与第三方共同持有的所有与公司业务有关的知识产权无偿转让给公司，其于公司任职期间内产生的所有职务作品及与公司业务有关的知识产权均归公司独家所有，不会基于任何原因被认定为第三方的知识产权或被主张任何权益。兼职员工于公司任职期间内和离职后 1 年内作出的职务发明创造均归公司独家所有，不会基于任何原因被认定为第三方的知识产权或被主张任何权益。

#### 14. 不动产

- (a) 公司未拥有或有确定意向购买任何不动产或在建工程。公司目前拥有

或占用的全部物业不存在权利瑕疵。

- (b) 公司使用的所有不动产所签订的租赁合同或无偿使用合同均：(i) 其在适用法律项下根据其条款系合法有效、具有约束力和强制执行性，对其相关各方而言全面有效；(ii) 由公司签订，且没有发生任何（无论有无通知或是否随着时间的推移）会构成公司在该等租约项下违约的任何事件；(iii) 没有发生任何（无论有无通知或是否随着时间的推移）会构成该等租约其他方在其项下违约的任何事件；(iv) 其出租方为租用不动产的所有权人或经租用不动产所有权人合法授权而有权出租租用不动产；(v) 除在披露函中披露的事项外，租用不动产均已依照法律的规定进行备案登记；(vi) 租用不动产不存在任何负担；(vii) 自公司租赁租用不动产至今，从未存在任何有关租用不动产的争议、纠纷或索赔；以及(viii) 不存在将会限制或禁止公司继续租赁、占有、使用该等租用不动产的任何情况（包括任何征收或征用通知）。
- (c) 公司有权使用其注册地址。

## 15. 资产

- (a) 公司合法拥有或有权使用其经营业务中所使用的或拟使用的或者以其他方式被其占有或使用的所有资产。公司拥有所有该资产的合法、有效、且唯一的所有权和使用权，且该等资产上不存在任何负担或争议。
- (b) 公司始终按照良好的行业惯例对资产进行维护，除正常使用过程中的磨损外，所有资产均处于良好的运行状态和保养状态，并均适用于其目前使用和计划使用的用途。
- (c) 公司对资产的所有权、或对租用资产的使用和承租的权利，不会因本次交易的完成而招致任何处罚或产生其他不利后果，包括但不限于因本次交易的完成所导致或产生任何费用的增加。

## 16. 遵守法律

公司自成立以来在所有方面（包括但不限于集团公司业务经营、项目建设、环保、职业病防治、安全生产、商业贿赂及不正当竞争等方面）遵守了所有适用的法律和政府指令，根据适用于其或其任何财产或资产或业务的所有法律和政府指令在其核准的经营范围内经营业务，并且公司未违反任何该等法律或政府指令。公司没有任何违反相关政府部门规定的行为，也没有受到过相关政府主管部门任何形式的警告、处罚或指明其违反了任何法律、政府指令或政府部门规定的通知，且不存在可能导致上述情形的事实或情势；不存在任何可能对本协议、其他交易文件或本次交易造成不利影响的法律程序、仲裁、行政诉讼或适用法律。

## 17. 劳动和社会保险

- (a) 公司在所有方面均遵守了所有的适用的劳动法律，包括但不限于关于劳动合同、工作时间、员工社会保险金和住房公积金、劳动保护、最低工资、加班工资和解聘补偿等事项的法律和法规。不存在尚未解决的或潜在的集体性的劳动争议、怠工或停工，并且不存在任何尚未解决的或潜在的对公司提起的劳动投诉事件。就交割日当日或之前的现有员工及离职员工和公司之间不存在任何潜在的纠纷，公司在所有方面已遵守所有关于劳动和社会保障事项的适用法律，并且公司根据适用法律应当已履行了相关的员工工资、报酬以及激励股权相关的代扣代缴义务。
- (b) 公司就任何社会保险金和住房公积金所应当支付的所有款项均已于到期日或之前足额缴付。公司的任何员工就任何社会保险金和住房公积金所应当支付的所有该等款项均已被全部扣除并于到期日或之前支付给有关政府部门。
- (c) 公司已与所有员工签署了有效的劳动合同、与所有创始人、核心员工及兼职员工签署了保密协议、知识产权归属协议和竞业禁止协议，没有任何员工、创始人、核心员工及兼职员工违反其与公司签署的劳动合同、保密协议、知识产权归属协议和竞业禁止协议或提出任何离职或停职要求，创始人及员工与任何前雇主已有效终止劳动关系或任何其他聘用或服务关系，创始人及员工与公司签署劳动合同、在公司任职、向公司提供服务或直接或间接持有公司股权不违反任何法律及任何合同项下的义务，公司亦未与任何创始人或员工（无论其是否在职）产生任何争议或纠纷，或提出与任何创始人或员工解除劳动关系、聘用关系或服务关系的书面或口头要求。
- (d) 公司不是任何当前有效的奖金计划、激励计划、利润分享计划、退休计划或其他员工报酬或激励协议或安排的一方或受其约束。
- (e) 创始人、核心员工及兼职员工对公司的投资和任职已获得相关方的批准，符合法律的规定（包括高校、科研人员投资和兼职的相关规定），不会对公司的合格上市和经营造成影响。

## 18. 无关联交易

- (a) 除在披露函中披露的事项外，创始人未在公司以外的任何公司、企业、合伙企业、合资企业或其他实体中拥有任何直接或间接股权或其他投资权益、或者购买任何股权或其他权益的任何权利，包括但不限于登记在册的股权或实际拥有的权益，或者担任任何职务。
- (b) 创始人及公司的现有股东、核心员工或高级管理人员以及前述各主体的关联方，目前没有、且在交割时不会拥有或控制任何公司供应商、

集团公司客户或从事与集团公司业务相同、类似或与业务构成直接或间接竞争的活动（“**竞争业务**”）的公司、合伙、信托、合资公司、团体或实体的任何权益（包括中国境内外）、或参与其所有权、管理、或运营，或者担任其董事、高级管理人员、合伙人、贷款人、投资或代表；未直接或间接地拥有全部或部分已经用于经营公司业务的任何有形或无形财产，或在其中拥有任何其他权益；也未欠公司任何债务。

- (c) 公司未与任何关联方发生任何未在财务报表中体现的交易（包括但不限于任何股东借款）。公司的任何关联方与公司之间所进行的任何交易（如有）均是公允的，已依照公司章程的规定履行内部批准手续，不存在任何关联方利用其关联方地位而与公司所进行的任何非公允的或不合法的关联交易，且不存在损害公司利益、不合理加重公司负担的情形。

## 19. 税项

- (a) 公司自成立以来在所有方面均遵守了与公司有关的税务方面的法律，已经按照适用法律及税务机关的要求办理税务登记手续，按时并足额地申报和缴纳各项税款。所有依法应提交的有关公司税款的纳税申报表和报告均已按时提交（包括但不限于代扣代缴的部分）。保证方已缴清所有与公司有关的到期应缴的税款，包括但不限于因出售或转让任何公司的股权而产生的税款，不存在任何拖欠税款、迟缴税款、逃税、骗税或其他违反税收法律的行为或争议，亦未因违反税务方面的适用法律而受到任何政府部门的约谈或处罚，且不存在可能导致上述情况的事实或情势。交易文件的签署和履行，或者交易文件项下交易的执行，不会造成公司享受的税务待遇、优惠或豁免等被取消、中止或减少。
- (b) 所有该等纳税申报表和报告在所有重要方面均真实、正确和完整，该等纳税证明和报告上记载的应纳税额、适用税率及允许税前扣除项目均不存在虚假和错误。公司当前所享有的所有税收优惠均合法有效，且将在有效期内继续有效，但因法律发生变化导致税收优惠无效的除外。

## 20. 无非法支付

公司或任何创始人、董事、高级职员（包括但不限于核心员工）、代理、雇员或任何其他代表或为以上主体行事的主体（以下合称“公司代表”）均未违反任何适用的反贿赂或反腐败法律。任何公司代表亦未曾提供、支付、承诺支付或授权支付任何金钱或任何有价值的物品给在任何政府部门中就任的政府官员或任何主体（如果该公司代表知道全部或部分该等金钱或有价值的物品将很有可能被提供、给予或承诺给予（无论是直接地还是间接地）任何政府官员），为以下之目的：（i）影响该政府官员权限内的任何行为或决定；（ii）引诱该政府官员就其法定职责进行任何作为或不作为；（iii）获取任何不当优势；（iv）引诱该政府官员影响或干涉任何政府部门

的行为或决定；或（v）协助公司获得或保持业务或向公司介绍业务。

为本款之目的，政府部门还包括任何受政府部门或国际公共组织所有或控制的实体或企业。

## 21. 全部披露

保证方已经向粤澳投资如实、完全、准确地披露（i）粤澳投资要求的全部信息、文件和材料、与保证方履行本协议具有或可能具有实质性关联的信息、文件和材料，以及（ii）对粤澳投资签订本协议的意愿具有或者可能具有实质性影响的信息、文件和材料。保证方向粤澳投资披露的信息、文件和材料真实、准确和完整，且不存在任何不实、遗漏或误导性陈述。

## 附录 D 披露函

保证方于本协议签署日披露相关事项如下：

1. 就附录 C 第 4 项和第 18 项部分披露如下：

序号	企业名称	持股情况
1	广东横琴任祥生物科技有限公司	张昊任持股 99.99% 股权并担任执行董事及经理
2	广东横琴任阳生物科技中心（有限合伙）	广东横琴任祥生物科技有限公司持有 1% 出资份额，中国真健康医疗科技有限公司持有 99% 出资份额
3	珠海诚真健康科技合伙企业（有限合伙）	广东横琴任祥生物科技有限公司持有 1% 出资份额，中国真健康医疗科技有限公司持有 99% 出资份额
4	珠海嘉润同创科技发展合伙企业（有限合伙）	广东横琴任祥生物科技有限公司持有 1% 出资份额，中国真健康医疗科技有限公司持有 99% 出资份额
5	珠海嘉润合创科技发展合伙企业（有限合伙）	广东横琴任祥生物科技有限公司持有 1% 出资份额，中国水木医疗科技有限公司持有 99% 出资份额
6	珠海嘉润新创科技发展合伙企业（有限合伙）	广东横琴任祥生物科技有限公司持有 1% 出资份额，张昊任持有 32.33% 出资份额
7	珠海美吉睿医疗科技合伙企业（有限合伙）	广东横琴任祥生物科技有限公司持有 1% 出资份额，张昊任持有 97% 出资份额
8	欣慧润康（珠海横琴）投资咨询中心（有限合伙）	广东横琴任祥生物科技有限公司持有 30% 出资份额
9	中国真健康医疗科技有限公司	张昊任持股 96.67%
10	中国水木医疗科技有限公司	张昊任持股 96.67%

2. 就附录 C 第 5 项注册资本部分披露如下：

(a) 除以下股东外，公司其他股东已经足额缴纳其认缴的公司注册资本：

股东名称	认缴注册资本（万元）	实缴注册资本（万元）	持股比例
嘉润合创	229.39	0	7.8545%
珠海美吉睿	207.1682	0	7.0936%

金科汇钰	195.55468	181.45573	6.6959%
合计	632.11288	181.45573	21.6440%

(b) 2022年5月25日，公司召开了2022年第3次股东会，同意公司按照《2022年第一期期权激励计划》实施期权激励，激励对象设立员工持股平台，向公司增资207.1682万元。

### 3. 就附录C第14项不动产部分披露如下：

截至本协议签署日，集团公司场地租赁事宜存在如下问题：

(1) 就部分租赁场地，集团公司尚未完成房屋租赁登记备案，相关租赁房屋包括目标公司承租的珠海市横琴新区环岛东路1889号9栋第一层以及珠海市横琴新区粤澳合作中医药科技产业园豆蔻路36号2栋405室；广东横琴设备公司承租的珠海市高新区金鸿工业园二期1栋1层102、珠海市高新区唐家湾镇华冠路45号第2栋第3层303、304、315、316室，以及珠海市横琴新区环岛东路1889号9栋105室；海南真健康承租的海南省海口市秀英区秀英街道兴旺路1号婷美产研大楼第三层303房，湖州真易达承租的浙江省湖州市滨湖街道望湖大道199号天创科技中心2幢602室；其中，广东横琴设备公司承租的珠海市高新区金鸿工业园二期1栋1层102、珠海市高新区唐家湾镇华冠路45号第2栋第3层303、304、315、316室，产权方仅取得土地使用权（工业用地）的不动产权证，未取得房屋产权证，故而暂无法配合办理房屋租赁备案，待运营商与产权方沟通一致后可以协助进行房屋租赁备案；广东横琴设备公司承租的珠海市横琴新区环岛东路1889号9栋105室，转租方珠海大横琴发展有限公司与原出租方珠海金琴产业园管理有限公司已完成房屋租赁登记备案，但广东横琴设备公司尚未就转租事项进行租赁登记备案。

(2) 就部分租赁场地，集团公司暂未完成房屋租赁登记备案的延续或注销手续，具体而言，广东横琴设备公司于2023年11月1日完成所租赁房屋珠海市昌盛路376号7栋的房屋租赁登记备案，备案的租赁期限为2022年10月1日至2024年4月30日。广东横琴设备公司与出租方于此后约定延长租赁期限至2027年3月30日并签署《<房屋租赁合同>补充协议》，截至调查日，广东横琴设备公司暂未完成该房屋的房屋租赁登记备案的延续。

此外，目标公司于2023年11月30日完成所租赁房屋珠海市横琴新区豆蔻路1号粤澳合作中医药科技产业园科研总部大楼806室的房屋租赁登记备案，备案的租赁期限为2023年8月1日至2026年7月31日。目标公司与出租方于2024年5月31日签署《租赁合同终止协议》，提前终止该房屋租赁期限。截至调查日，目标公司尚未完成该房屋的房屋租赁登记备案注销手续。

(3) 就部分租赁场地，集团公司无法完成房屋租赁登记备案，具体而言，目标公司承租的北京市海淀区永泰庄北路一号东升国际科学园1号楼4层、1号楼1层104、110室因北京市海淀区永泰庄北路一号的产权为集体产权，

产权人是北京市东升锅炉厂，没有房产证，故而无法配合办理房屋租赁备案；广东横琴设备公司承租的珠海市横琴新区横琴濠江路8号琴海湾16栋1单元1202房，因房屋产权人不愿配合，故而无法办理房屋租赁备案。

**附录 E**  
**通知地址列表**

协议方	联系人	通讯地址	电话/电子邮箱
真健康（广东横琴）医疗科技有限公司	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
真健康（广东横琴）医疗设备有限公司	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
真健康（海南）医疗科技有限公司	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
真健康（北京）医疗科技有限公司	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
真易达（湖州）医疗科技有限公司	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
真易达（北京）医疗科技有限公司	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
真健康捷盛（广东横琴）医疗科技有限公司	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
中国真健康科技有限公司	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
广东横琴任阳生物科技中心（有限合伙）	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
珠海诚真健康科技合伙企业（有限合伙）	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
珠海嘉润同创科技发展合伙企业（有限合伙）	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
珠海嘉润新创科技发展合伙企业	张昊任	北京市海淀区永泰庄北路1号天地邻	15901097847/cuitt@truehealth.ai

(有限合伙)		枫1号楼D座1层	
珠海嘉润合创科技发展合伙企业(有限合伙)	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
张昊任	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
横琴粤澳开发投资有限公司	投资部	珠海市横琴新区荣珠道191号HFC南方金融传媒大厦36楼3605-3608房	/

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真健康（广东横琴）医疗科技有限公司

股东协议

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2025年1月23日

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本《真健康（广东横琴）医疗科技有限公司股东协议》（“本协议”）由以下各方于2025年1月23日签署：

- (1) **真健康（广东横琴）医疗科技有限公司**（“公司”或“目标公司”），一家根据中国法律组建和存续的有限责任公司，其统一社会信用代码为91110108MA01ATF74Y，住所为珠海市横琴豆蔻路36号2栋405室；
- (2) **张昊任**，港澳居民来往内地通行证号：M08570980（“创始人”或“实际控制人”）；
- (3) **广东横琴任阳生物科技中心（有限合伙）**（“任阳生物”），一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91440400MA5381EL69，住所为珠海市横琴新区宝华路6号105室-67386（集中办公区）；
- (4) **珠海诚真健康科技合伙企业（有限合伙）**（“诚真健康”），一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91120222MA06B51J8M，住所为珠海市横琴上村171号第三层；
- (5) **珠海嘉润同创科技发展合伙企业（有限合伙）**（“嘉润同创”），一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91120222MA06B50R74，住所为珠海市横琴新区下村139号第三层；
- (6) **珠海嘉润合创科技发展合伙企业（有限合伙）**（“嘉润合创”），一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91120222MA0784F112，住所为珠海市横琴新区下村139号第二层；
- (7) **珠海美吉睿医疗科技合伙企业（有限合伙）**（“珠海美吉睿”），一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91440400MABNYN4U73，住所为珠海市横琴三塘村60号第二层；
- (8) **珠海嘉润新创科技发展合伙企业（有限合伙）**（“嘉润新创”），一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91120222MA077R2T5E，住所为珠海市横琴上村171号第四层；
- (9) **珠海泰科麦迪科技发展中心（有限合伙）**（“泰科麦迪”），一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91120222MA06B5P484，住所为珠海市横琴三塘村76号第六层；
- (10) **北京水木东方医用机器人技术创新中心有限公司**（“水木东方”），一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91110108MA019BWX0Y，住所为北京市海淀区永泰庄北路1号天地邻枫2号楼3层302B室；

- (11) **北京新动能科技创新基金(有限合伙)** (“北京新动能”), 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为91110106MA01NEF07A, 住所为北京市丰台区万丰路318号院3号楼2层01室;
- (12) **北京高榕四期康腾股权投资合伙企业(有限合伙)** (“北京高榕”), 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为91110111MA01MGN40E, 住所为北京市房山区长沟镇金元大街1号北京基金小镇大厦C座175;
- (13) **景得(广州)股权投资合伙企业(有限合伙)** (“景得广州”), 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为91440101MA5CK6NW0U, 住所为广州市黄埔区(中新广州知识城)亿创街1号406房之435;
- (14) **韩投(张家港)股权投资合伙企业(有限合伙)** (“韩投张家港”), 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为91320000MA20LUXB73, 住所为苏州市张家港市杨舍镇华昌路188号沙洲湖科创园D幢809室;
- (15) **北京中关村智友投资合伙企业(有限合伙)** (“中关村智友”), 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为91110108MA01YG5RXQ, 住所为北京市海淀区上地东路1号院1号楼2层203-7室;
- (16) **北京京安泰科技发展有限公司** (“京安泰”), 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为91110107MA006R6Q46, 住所为北京市石景山区实兴大街30号院3号楼2层A-2215房间;
- (17) **珠海横琴金投创业投资基金合伙企业(有限合伙)** (“横琴金投”), 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为91440400MA55FXJ2XA, 住所为珠海市横琴新区宝华路6号105室-71013(集中办公区);
- (18) **青岛荣昱创业投资基金合伙企业(有限合伙)** (“荣昱创业”), 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为91370211MACM9WPR5C, 住所为山东省青岛市黄岛区隐珠街道朝阳山路385号综合楼306—5室;
- (19) **北京水木领航创业投资中心(有限合伙)** (“水木领航”), 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为91110302MA0208X86C, 住所为北京市北京经济技术开发区荣华中路10号1幢A座15层1501-1(北京自贸试验区高端产业片区亦庄组团);

- (20) **NOVEL ROBOTICS LIMITED (“NOVEL ROBOTICS”)**, 一家根据中国香港法律组建和存续的有限责任公司, 其公司编号为2975978, 住所为 Flat C 2/F Tower 16 Providence Peak 8 Fo Chun Rd Tai Po, NT, Hong Kong;
- (21) **X TECHNOLOGY FUND, L.P. (“X TECHNOLOGY”)**, 一家根据开曼群岛法律组建和存续的合伙企业, 其授权代码为670838921526, 住所为 Room A-C, 13/F, Infotech Centre, 21 Hung To Road, KT, HKSAR;
- (22) **珠海华金领越智能制造产业投资基金(有限合伙) (“珠海华金”)**, 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为 91440400MA4W8JXL01, 住所为珠海市横琴新区宝华路6号105室-26879 (集中办公区);
- (23) **珠海横琴辛醞投资合伙企业(有限合伙) (“横琴辛醞”)**, 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为 91370211MA3WLQXY56, 住所为珠海市横琴石山村91号第三层;
- (24) **珠海力高贰号股权投资基金合伙企业(有限合伙) (“珠海力高”)**, 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为 91440407MA55TMTClU, 住所为珠海市高新区唐家湾镇天星五路159号4栋301室;
- (25) **北京东升博展科技发展有限公司 (“东升博展”)**, 一家根据中国法律组建和存续的有限责任公司, 其统一社会信用代码为911101087400590913, 住所为北京市海淀区西小口路66号中关村东升科技园B区2号楼地下一层103室;
- (26) **成都市天府新区高榕四期康永投资合伙企业(有限合伙) (“成都高榕”)**, 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为 91510100MA664P5A7P, 住所为中国(四川)自由贸易试验区天府新区万安街道麓山大道二段18号附2号4栋1层1号;
- (27) **北京立德共创智能机器人科技有限公司 (“北京立德”)**, 一家根据中国法律组建和存续的有限责任公司, 其统一社会信用代码为 91110108MA002NJR2Y, 住所为北京市房山区弘安路87号院5号楼1层133室;
- (28) **北京德睿达财富科技管理中心(有限合伙) (“北京德睿达”)**, 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为 91110107MA008DK46A, 住所为北京市石景山区实兴大街30号院5号楼3层70号;
- (29) **欣慧润康(珠海横琴)投资咨询中心(有限合伙) (“欣慧润康”)**, 一家根据中国法律组建和存续的有限合伙企业, 其统一社会信用代码为

91440400MA56YQ374F，住所为珠海市横琴新区宝华路6号105室-75453（集中办公区）；

- (30) **深圳瑞昇股权投资基金合伙企业（有限合伙）（“深圳瑞昇”）**，一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91440300MA5DAQH8F，住所为深圳市前海深港合作区南山街道梦海大道5033号前海卓越金融中心（一期）8号楼708I；
- (31) **湖州中金启合股权投资合伙企业（有限合伙）（“湖州中金”）**，一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91330501MA2JL3RN0F，住所为浙江省湖州市泊月湾28幢A座-89；
- (32) **东融壹号（珠海横琴）股权投资合伙企业（有限合伙）（“东融壹号”）**，一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91440400MACCTP1P7J，住所为珠海市横琴新区琴朗道91号17楼049；
- (33) **横琴粤澳深度合作区产业投资基金（有限合伙）（“横琴产投”**，与湖州中金、东融壹号单称或合称**“中金”**），一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91440400MACQ6YJE34，其住所为珠海市横琴宝兴路49-59号3楼306室；
- (34) **北京金科汇钰创业投资合伙企业（有限合伙）（“金科汇钰”）**，一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91110115MA04D4782G，住所为北京市大兴区兴华大街（二段）3号院1号楼8层917；
- (35) **太平（深圳）医疗健康产业私募股权投资基金合伙企业（有限合伙）（“太平医疗基金”）**，一家根据中国法律组建和存续的有限合伙企业，其统一社会信用代码为91440300MA5H14B756，住所为深圳市福田区莲花街道福新社区益田路6001号太平金融大厦3806；
- (36) **横琴深合产业投资有限公司（“深合产投”）**，一家根据中国法律组建和存续的有限责任公司，统一社会信用代码为9144 0400 MAD3 6FJU 35，住所为珠海市横琴宝兴路49-59号201；
- (37) **横琴粤澳开发投资有限公司（“粤澳投资”**，与中金、金科汇钰（仅针对其在本轮投资中持有公司14.38668万元注册资本而言）、太平医疗基金、深合产投单称或合称**“本轮投资方”**），一家根据中国法律组建和存续的有限责任公司，统一社会信用代码为91440400MADF3K4F3X，住所为珠海市横琴港澳大道868号市民服务中心2号楼政务服务中心114室-1060（集中办公区）；

以上各方单独成为“一方”，合称为“各方”。

鉴于：

1. 2023年10月26日，本轮投资方中金、金科汇钰与公司及其他相关方签署《真健康（广东横琴）医疗科技有限公司增资协议》《真健康（广东横琴）医疗科技有限公司股东协议》，合计认购公司新增注册资本人民币215.80021万元（“**本次交易1**”或“**本次增资1**”）。
2. 2024年6月12日，本轮投资方太平医疗基金、深合产投与公司及其他相关方签署《真健康（广东横琴）医疗科技有限公司增资协议》《真健康（广东横琴）医疗科技有限公司股东协议》，合计认购公司新增注册资本115.09345万元（“**本次交易2**”或“**本次增资2**”）。
3. 粤澳投资拟作为本轮投资方之一，根据与公司及其他相关方签署的增资协议（定义见下文），拟合计认缴公司新增的人民币287.73362万元注册资本。（“**本次交易3**”或“**本次增资3**”，“**本次交易3**”与“**本次交易1**”、“**本次交易2**”合称“**本次交易**”，“**本次增资3**”与“**本次增资1**”、“**本次增资2**”合称“**本次增资**”）。
4. 因新增粤澳投资作为本轮投资方，各方希望就全体股东于公司所享有的权利和义务作出约定。

有鉴于此，各方经友好协商达成如下条款：

## 第一条 释义

### 1.1 释义

为本协议之目的，除非另有规定，本协议中出现的术语及简称与增资协议中的术语与简称相同。

本协议中，下列术语应具有如下定义：

<b>增资协议</b>	指粤澳投资、公司及其他相关方于本协议签署之日同日签署的《真健康（广东横琴）医疗科技有限公司增资协议》，本轮投资方中金、金科汇钰与公司及其他相关方于2023年10
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	月26日签署《真健康（广东横琴）医疗科技有限公司增资协议》，以及太平医疗基金、深合产投与公司及其他相关方于2024年6月12日签署《真健康（广东横琴）医疗科技有限公司增资协议》
<b>交易文件</b>	指本协议、增资协议、公司章程及其他与本次交易相关的法律文件。
<b>创始股东</b>	指创始人、管理人股东的单称及合称
<b>管理人股东</b>	指任阳生物、诚真健康、珠海美吉睿、嘉润同创、嘉润合创、嘉润新创的单称及合称
<b>Pre-A轮投资方</b>	指金科汇钰（仅针对其持有的公司24.934万元注册资本）、中关村智友（仅针对其持有的公司33.245万元注册资本）、京安泰（仅针对其持有的公司36.569万元注册资本）、水木东方、荣昱创业、北京立德的单称及合称
<b>A轮投资方</b>	指金科汇钰（仅针对其持有的公司83.112万元注册资本）、X TECHNOLOGY、NOVEL ROBOTICS、北京高榕（仅针对其持有的公司35.323万元注册资本）、成都高榕（仅针对其持有的公司6.233万元注册资本）、中关村智友（仅针对其持有的公司33.245万元注册资本）、水木领航、京安泰（仅针对其持有的公司24.934万元注册资本）的单称及合称
<b>A+轮投资方</b>	指景得广州（仅针对其持有的公司67.309万元注册资本）、韩投张家港（仅针对其持有的公司67.309万元注册资本）、北京高榕（仅针对其持有的公司34.328万元注册资本）、成都高榕（仅针对其持有的公司6.0574万元注册资本）、横琴金投（仅针对其持有的公司33.655万元注册资本）、德睿达、欣慧润康、金科汇钰（仅针对其持有的公司57.213万元注册资本）的单称及合称
<b>B轮投资方</b>	指金科汇钰（仅针对其持有公司15.909万元注册资本）；横琴金投（仅针对其持有公司19.887万元注册资本）、北京新动能、横琴辛醞、东升博展、深圳瑞昇、珠海华金、珠海力

	高的单称及合称
<b>本轮投资方 (B+轮投资方)</b>	指湖州中金、横琴产投、金科汇钰（仅针对其持有公司14.38668万元注册资本）、东融壹号、太平医疗基金、深合产投、粤澳投资的单称及合称
<b>投资方股东</b>	指Pre-A轮投资方、A轮投资方、A+轮投资方、B轮投资方及本轮投资方的单称及合称
<b>现有股东</b>	除非本协议另有明确约定，指Pre-A轮投资方、A轮投资方、A+轮投资方、B轮投资方、泰科麦迪、管理人股东的单称及合称
<b>合格上市</b>	指公司的股份在中国上海证券交易所、深圳证券交易所、以及每一中金主体及粤澳投资认可的其他上市地点(不包括全国中小企业股份转让系统)首次公开发行并上市。合格上市市值不低于40亿元。

## 第二条 基本情况、后续融资及上市

### 2.1 注册资本

本次交易完成后，公司的注册资本为人民币3208.22988万元，各股东在公司中的认缴注册资本数额和认缴比例如附件一所示。

### 2.2 股东权利说明

交割日前，公司现有股东所享有的权利不应优于本轮投资方所享有的权利，公司现有股东行使上述权利也不应优先于本轮投资方。如公司现有股东存在比本轮投资方更优惠的投资人条款和条件（无论本轮投资方是否知晓），则本轮投资方应自动无条件享有该等更优惠条款。在交割日后，如果在任何情形下，公司后续引入的投资人获得了优于或者多于本轮投资方所享有的权利，本轮投资方应当自动享有该等权利，但后续引入的投资人基于更高投资估值要求享有的更优惠投资条款除外。公司和创始股东应确保未来引入的其他投资人认可及配合上述安排。

### 2.3 公司上市

各方应在交割日之后尽全部努力以实现公司合格上市。公司实现合格上市后本轮投资方、B轮投资方、A+轮投资方、A轮投资方股权的锁定期按照有关法律法规规定的最短期限执行。

为避免异议，如果公司为了在境外进行合格上市之目的进行重组，对于因公司海外重组而建立并实际控制公司在重组前的全部业务及享有全部经济利益的境外上市实体，本轮投资方、B轮投资方、A+轮投资方、A轮投资方或其各自的关联方将无条件且无需支付任何对价、税费、成本在该境外上市实体中持有与重组前本轮投资方、B轮投资方、A+轮投资方、A轮投资方在公司中的持股比例相同的优先股，并且本轮投资方、B轮投资方、A+轮投资方、A轮投资方或其各自关联方除享有相应轮次增资协议、本协议及其他交易文件赋予其的权利和权益外，同时应享有股票登记权、转换权、投票权等类似交易中惯常的权利。

### 第三条 公司治理

#### 3.1 股东会

3.1.1 股东会由全体股东组成，为公司最高权力机构。股东会应根据《公司法》或公司章程的规定，至少每年召开1次会议。

3.1.2 股东以其所持公司股权的比例拥有相应比例的表决权。在本轮投资方、B轮投资方、A+轮投资方、A轮投资方持有目标公司股权期间，目标公司的下列事项须经股东会代表三分之二（2/3）或以上表决权的股东批准，且(a)、(b)、(c)和(d)事项有关决议须中金、粤澳投资、北京新动能、景得广州同意方可通过：

- (a) 对公司章程进行替代或修改，公司法另有规定的除外；
- (b) 增加或者减少公司注册资本；
- (c) 公司合并、分立、清算、解散、停业、重组、并购或者变更公司形式；
- (d) 改变对本轮投资方、B轮投资方、A+轮投资方、A轮投资方有利的权利（包括但不限于法定股东权利、优先权、其他特权），或给除本轮投资方、B轮投资方、A+轮投资方、A轮投资方以

外的任何其他方设置或授予权利，以使该权利优先于或者等同于本轮投资方、B轮投资方、A+轮投资方、A轮投资方目前享有的权利；

- (e) 为除公司全资及控股子公司之外的其他任何第三方，提供借款、担保、抵押，或以其他方式对公司资产设定他项权利的行为；
- (f) 承担超过50%公司资产的债务；
- (g) 购买或租赁任何超过30%公司资产价值的资产；
- (h) 决定超过公司30%资产价值的股权投资计划；
- (i) 任何连续12个月内进行累计总金额超过500万元的关联交易，或20万元以上未在公司年度计划中列出的关联交易，但集团公司内部发生的交易除外；
- (j) 债权展期。

## 3.2 董事会

- 3.2.1 本次增资完成后，公司董事会应由5名董事组成；董事人选根据下述方式产生：
  - (a) 实际控制人有权提名3名董事，其中1名董事担任公司董事长；
  - (b) 中金有权提名1名董事；
  - (c) 粤澳投资有权提名1名董事。
- 3.2.2 各方需在股东会上投票赞成上述实际控制人、中金及粤澳投资提名的人士出任公司董事。董事因涉及公司事宜而发生的所有合理费用，包括但不限于出席董事会会议的费用，由公司承担。各方特此同意，免除中金、粤澳投资委派董事与担任董事相关的任何及全部责任，中金、粤澳投资委派董事不应因其履行董事职责被任何主体索赔，如中金、粤澳投资委派董事因该等索赔导致任何损失，公司应对其进行足额补偿。
- 3.2.3 中金/粤澳投资提名的董事未经中金/粤澳投资书面同意不得被免职或更换，若该董事根据中国法律的规定被取消担任董事的资格，中金/粤澳投资应确保提名接替人选。

- 3.2.4 X TECHNOLOGY、北京高榕、金科汇钰、景得广州（和韩投张家港）、太平医疗基金、北京新动能六方有权分别委派1名董事会观察员，观察员有权列席董事会，但无投票权。
- 3.2.5 董事会会议应至少每年召开2次，可采取现场会议、电话会议、视频会议或书面传签等方式召开。董事确实无法亲自出席董事会会议的，可以书面方式委托他人按委托人的意愿代为出席并投票。
- 3.2.6 董事会决议的表决实行董事一人一票，董事会决议须经半数以上董事同意方可通过。下列事项需五分之四及以上董事同意：
- (1) 出售、质押、转让、处分或稀释公司在任何其他公司中直接或间接持有的股权；
  - (2) 参与任何与现有业务计划完全不同的行业领域或终止公司任何核心业务；
  - (3) 以公司自有资产或公司任何全资或控股子公司的任何资产（包括任何知识产权）设置抵押或质押（500万元以上的银行贷款除外），或为公司以外的任何人提供任何形式的担保、贷款；
  - (4) 在任何连续12个月的期间内，超出年度预算的公司资本性支出（闲置资金用于低风险投资之外）及/或投资单项超过300万元；
  - (5) 对公司预算事项之外（单笔超过300万元或总额超出年度预算的10%）的开支；
  - (6) 以授权、转让等方式处置公司任何价值超过300万元的资产和业务，但集团公司内部发生的交易除外；
  - (7) 公司任一会计年度内发生的单笔或累计超过500万元的银行或其他金融机构贷款；
  - (8) 连续12个月内进行累计总金额超过500万元的关联交易，但集团公司内部发生的交易除外；
  - (9) 其他可能严重影响投资方股东权益的事项。

### 3.3 一致行动人

各管理人股东与实际控制人之间需遵循一致行动人要求，如在公司业务发展方向、经营思路等重大问题上各方出现分歧，应以实际控制人的意见为共同决定参与公司股东会、董事会、经管会等经营管理中的投票表决。

## 第四条 反稀释

### 4.1 触发条件

本协议签订后，在满足本协议第3.1.2条的前提下，除以下情况外：

- (1) 股东会同意的员工持股计划；
- (2) 股东转让给其关联方；
- (3) 基于目标公司合并、兼并、收购或其他类似的业务事件而增发的用于代替现金支付的股权、股份；
- (4) 利润转增注册资本、资本公积转增股本等情况下新增的注册资本；
- (5) 经本轮投资方、B轮投资方、A+轮投资方书面同意。

当公司在引进新股东时，应确保新股东在投资之前对公司的估值不低于本次增资完成后的公司估值，以确保本轮投资方、B轮投资方、A+轮投资方和A轮投资方在公司的权益价值不被稀释。

### 4.2 补偿条款

任何新股东在投资之前对公司的估值低于本次增资完成后的公司估值（“**新低价**格”），公司以新低价完成增资的，则本轮投资方（仅在新低价对应的公司每注册资本价格低于本轮投资方的原认购价格时）、B轮投资方（仅在新低价对应的公司每注册资本价格低于B轮投资方的原认购价格时）、A+轮投资方（仅在新低价对应的公司每注册资本价格低于A+轮投资方的原认购价格时）、A轮投资方（仅在新低价对应的公司每注册资本价格低于A轮投资方的原认购价格时）在公司所持股权比例有权按照加权平均原则相应调整。为免疑义，按照广义加权平均的方式调整后本轮投资方、B轮投资方、A+轮投资方、A轮投资方持有的相应轮次股权的认购价格相当于：

新认购价格=原认购价格\* (X/Y) ；

其中X= a+b, Y=a+c;

原认购价格是指：（1）对于本轮投资方而言，为本轮投资方在本次增资中

认购公司注册资本的单价，即69.50873元；（2）对于B轮投资方而言，为B轮投资方在B轮增资中认购公司注册资本的单价，即50.2847元；（3）对于A+轮投资方而言，为A+轮投资方在A+轮增资中认购公司注册资本的单价，即29.71元；（4）对于A轮投资方而言，为A轮投资方在A轮增资中认购公司注册资本的单价，即12.03元。

a是指目标公司以低于本轮投资方、B轮投资方、A+轮投资方或A轮投资方投资于目标公司的每单位认购价格增资扩股前，目标公司注册资本额；

b是指新增注册资本若按照原认购价格需新增的注册资本额；

c是指新增注册资本按照新认购价格需新增的注册资本额。

本轮投资方、B轮投资方、A+轮投资方、A轮投资方有权要求公司/创始股东实现上述补偿，投资方股东有权选择以下方式进行补偿：（a）创始股东向本轮投资方、B轮投资方、A+轮投资方、A轮投资方以零元或法律允许的最低象征性价格作为对价转让公司股权；及/或（b）由公司向本轮投资方、B轮投资方、A+轮投资方、A轮投资方新增发行相应注册资本（如采用该方法进行反稀释调整，则新增注册资本对应的增资价款应由创始股东负责缴纳）；及/或（c）公司或创始股东对本轮投资方、B轮投资方、A+轮投资方、A轮投资方进行现金补偿，从而确保该本轮投资方、B轮投资方、A+轮投资方、A轮投资方所持有的公司股权的每股价格按上述条款进行调整。因执行前述反稀释补偿而导致的额外税务负担由公司和创始股东承担。

#### 4.3 后续股权激励

各方同意，公司后续股权融资投前估值不低于人民币30亿元，且融资金额不少于人民币1亿元的情况下，公司有权进行新股权激励，具体而言，以增资方式增发本次交易完成后注册资本的8%的出资额（对应公司256.6584万元的注册资本）用于股权激励，股权激励授予价格不低于届时公司每1元注册资本的净资产账面值。届时，各方应尽最大努力促使该股权激励方案的制定、通过及实施，且投资方股东同意就该股权激励事宜放弃优先认购权、反稀释等权利。

## 第五条 股权转让和出售限制

### 5.1 股权转让的限制

在投资方股东持有公司股权的前提下，在未经本轮投资方、B轮投资方、A+轮投资方、及A轮投资方的事先书面同意的情况下，除本协议第四条约定及经股东会同意的员工持股计划之外，创始股东及核心员工（合称“**限制转股人**”）向任何第三方（关联方除外）直接或间接出售、转让或以其他方式处置其所持有的股权的比例合计不超过公司B轮增资前总股权的6%（对应公司131.2526万元注册资本）。

限制转股人为其在公司的全部或任何部分的股权设置抵押、质押、担保或以其他方式设置第三方权利或债务负担，需经本轮投资方、B轮投资方、A+轮投资方、及A轮投资方的事先书面同意。为避免疑义，本轮投资方、B轮投资方、A+轮投资方、及A轮投资方不同意限制转股人转让其持有的目标公司股权的，无义务购买其持有的目标公司股权；本轮投资方、B轮投资方、A+轮投资方、及A轮投资方不购买该等股权的，亦不视为同意该等转让。创始股东应促使核心员工遵守本协议第5.1条和第5.3条的约定。

### 5.2 实际控制人的限制

在公司上市或被并购前，且在本轮投资方、B轮投资方、A+轮投资方和A轮投资方持有公司股权的前提下，在未得到前述任何一方的书面同意的情况下，各方不得进行任何可能导致实际控制人地位产生变化的股权调整或者权利安排。

### 5.3 竞争对手股权转让

除非经股东会一致通过，各方均不得向公司的竞争对手（具体清单见本协议附件三（公司有权每年对本协议附件三进行一次更新且该等清单中的主体合计不得超过9家，该等更新自本轮投资方书面同意之日起生效））转让公司股权。

### 5.4 关联方之间的股权转让

投资方股东可向其关联方转让股权（转让给本协议附件三公司竞争对手除外），各方应配合此转让行为。

## 5.5 本轮投资方的股权转让

除本协议第5.3条和第5.4条约定外，本轮投资方可向任何主体转让、出售、赠予、质押或以其他方式处置其在公司中的全部或部分股权，而不受任何限制（包括但不限于股东的任何同意权、优先购买权、共同出售权或事先通知的限制）；如根据适用法律，任何其他股东对该等转让或其他处置享有优先购买权或其它权利，则其他股东特此不可撤销地放弃该等优先购买权或其它权利，且届时（如需）应无条件地签署书面法律文件放弃该等权利或要求，并同意和积极配合本轮投资方处置其持有的股权以及根据适用的法律、法规签署所需的文件、批准有关转让的决议并完成备案及其他所需的手续（包括但不限于工商变更登记手续）。

## 第六条 优先购买权和优先认购权

### 6.1 优先购买权触发条件

在符合本协议第五条约定的情况下，除本轮投资方、B轮投资方、A+轮投资方、A轮投资方和Pre-A轮投资方以外的公司现有股东希望出售其持有的公司全部或部分股权（“**拟转让股权**”）给公司其他股东或其他第三方（“**拟受让方**”），则投资方股东均享有同等条件的优先购买权。

但在不影响公司控制权的情况下，以下情形除外（“**除外情形**”）：(1)经股东会同意的员工持股计划；(2)管理人股东之间的转让；(3)创始股东控制的主体、管理人股东、员工持股平台（如有）之间的转让，及(4)投资方股东转让给其关联方。

### 6.2 优先购买权行使条件及程序

6.2.1 除本轮投资方、B轮投资方、A+轮投资方、A轮投资方和Pre-A轮投资方以外的现有股东在拟实施转让前应向其他股东发出书面通知（“**转让通知**”），说明拟进行转让的基本情况，包括拟转让股权的数额、价格、拟受让方的基本情况等。

6.2.2 公司投资方股东应在收到转让通知之日起30日内（“**转股优先权期**”）书面通知公司及全体股东，说明其是否有意行使优先购买权以及拟购买股权的数额；

- 6.2.3 在除本轮投资方、B轮投资方、A+轮投资方、A轮投资方和Pre-A轮投资方以外的公司现有股东拟转让股权且不属于本协议第6.1条约定的除外情形下，本轮投资方有权以第一顺位在同等条件下行使优先购买权，B轮投资方有权以第二顺位在同等条件下行使优先购买权，A+轮投资方有权以第三顺位在同等条件下行使优先购买权，A轮投资方有权以第四顺位在同等条件下行使优先购买权；Pre-A轮投资方有权以第五顺位在同等条件下行使优先购买权；
- 6.2.4 公司投资方股东未在转股优先权期内书面答复的，视为放弃行使优先购买权；
- 6.2.5 各投资方股东行使优先购买权时，需通过协商确定购买比例，协商不成的，按照行权时各自的优先顺位和同顺位中的相对实缴出资比例行使优先购买权。
- 6.3 优先认购权行使条件及程序
- 6.3.1 经股东会适当批准，公司可发行新股。本轮投资方均有权（“**优先认购权**”）根据本第6.3条的规定，在同等条件下优先认购一定比例的公司新股。若公司违反本第6.3条约定发行新股，则该等发行自始无效。公司应在发行新股（“**计划发行**”）前向每一本轮投资方发送书面通知（“**发行通知**”），该通知应列明新股的数量、类型、股权比例、认购价格、潜在认购方（“**潜在认购方**”）的身份及与计划发行相关的其他条款和条件。
- 6.3.2 发行通知发出后的30日内（“**优先认购期间**”），如任何本轮投资方愿意认购新股，则该本轮投资方应向公司递交书面通知（“**优先认购通知**”），表示其行使优先认购权的意愿及拟认购的新股数量。如果任何本轮投资方没有在优先认购期间内发出优先认购通知，则视为该本轮投资方放弃行使其优先认购权。如拟行使优先认购权的本轮投资方（“**优先认购权人**”）超过一（1）名，则每一优先认购权人有权（但无义务）优先认购的新股数量为新股总数乘以一个分数，该分数的分子为该名优先认购权人届时持有的公司注册资本总额，该分数的分母为全体优先认购权人届时持有的公司注册资本总额。

就未被本轮投资方股东行使优先认购权的新股（“**可发行新股**”），公司可将该等可发行新股按照发行通知中列明的条款和条件（包括但不限于新股的认购价格）发行给潜在认购方，但是计划发行须在本轮投资方放弃行使（或被视为放弃行使）全部或部分优先认购权之日起30日内完成，否则本第6.3条规定的限制重新生效。

- 6.3.3 本轮投资方对以下任何情形下发行的新股不享有优先认购权：（i）为实现反稀释保护发行的新股，（ii）为执行根据股东会适当批准的员工激励计划发行的新股，（iii）基于目标公司股东会审议通过的合并、兼并、收购或其他类似的业务事件用于代替现金支付增发新股；（iv）利润转增注册资本、资本公积转增股本等情况下发行的新股。

## 第七条 共同出售权

### 7.1 触发条件

在符合本协议第五条约定的情况下，创始股东（“**售股股东**”）出售拟转让股权给拟受让方时，若投资方股东有权但未根据本协议第六条行使优先购买权的，则投资方股东（“**共同出售方**”）有权按拟受让方给售股股东的相同条件按第7.2条约定的方式向该拟受让方出售其所持全部或部分公司股权。但是，（i）售股股东为股权激励之目的向管理团队和技术骨干进行的股权转让；（ii）在不影响公司控制权的情况下，进行经股东会同意的具有战略意义的并购行为导致的股权转让；（iii）售股股东因不可抗力、继承、司法执行等原因向第三方转让股权的；及（iv）售股股东向其控制的关联方转让股权且不会导致公司控制权变化的，不触发共同出售权条款。

### 7.2 行使条件及程序

- 7.2.1 投资方股东中的一方或多方有权但放弃行使优先购买权的（“**共同出售方**”），在转股优先权期期届满之日起三十（30）日内，共同出售方可以向公司、售股股东和拟受让方发出书面通知（“**共同出售通知**”），按照与售股股东相同的条款和条件，与售股股东按照各自届时对公司的实缴出资额比例共同向拟受让方出售公司股权。共同出

- 售方未在上述期限内进行书面通知的，视为放弃行使共同出售权；
- 7.2.2 共同出售方、售股股东与拟受让方应在发出共同出售通知之日起三十（30）日内，以转让通知中约定的条款和条件签署股权转让协议。若任何一位或多位拟受让方禁止该等共同出售或以其他原因拒绝从共同出售方处购买股权的，则售股股东不得向该等拟受让方转让股权；
- 7.2.3 若投资方股东未行使优先购买权及共同出售权的，则售股股东可以自转让通知送达公司、投资方股东之日起一百二十（120）日内，按照与转让通知约定的条款和条件相同的条款和条件，完成相应转让。若转让未能在转让通知发出之日起一百二十（120）日内完成或转让的条件与转让通知规定实质上不相同，则该等转让再次适用本协议规定的优先购买权和共同出售权条款；
- 7.2.4 本轮投资方有权以第一顺位在同等条件下行使共同出售权，B轮投资方有权以第二顺位在同等条件下行使共同出售权，A+轮投资方有权以第三顺位在同等条件下行使共同出售权，A轮投资方有权以第四顺位在同等条件下行使共同出售权；Pre-A轮投资方有权以第五顺位在同等条件下行使共同出售权；
- 7.2.5 共同出售方行使共同出售权时，需通过协商确定出售比例，协商不成的，按照行权时各自的优先顺位和同顺位中的相对实缴出资比例行使共同出售权。
- 7.2.6 若公司其他股东在转股优先权期内要求优先于拟受让方购买拟转让股权的，则共同出售方同样有权与售股股东按照各自届时协商比例出售公司股权，该等共同出售权行使的条件及程序同样按照第7.2.1-7.2.5条执行。
- 7.2.7 虽有前述规定，如售股股东转让股权导致公司发生控制权变更，则本轮投资方有权（但无义务）以同样的价格、条款和条件优先于包括售股股东在内的任何第三方向拟受让方出售其届时持有的全部公司股权。

## 第八条 回购权

### 8.1 回购约定

在不违反法律法规的前提下，当下述任一情形发生后（其中本轮投资方可以依据第（1）项至第（10）项行使回购权，B轮投资方、A+轮投资方、A轮投资方仅可以依据第（1）项至第（7）、（10）项行使回购权），本轮投资方、B轮投资方、A+轮投资方、A轮投资方有权要求创始股东（“**回购方**”）回购其持有的全部或部分公司股权，各方应予以配合执行：

- (1) 2028年12月31日前公司未完成合格上市；
- (2) 公司实际控制人发生变化；
- (3) 集团公司、创始股东、高级管理人员严重违法或违反公司章程行为导致公司损失金额达到最近一期财务报表净资产50%以上的；
- (4) 集团公司和/或创始股东严重违反增资协议（包含B轮投资方与公司等于2021年12月签署的增资协议及其补充协议二、三）、本协议的约定，且该等违约未能采取纠正或补救措施，使得本轮投资方、B轮投资方、A+轮投资方或A轮投资方的合同目的无法实现；
- (5) 集团公司违反增资协议（包含B轮投资方与公司等于2021年12月签署的增资协议及其补充协议二、三）关于资金用途的约定；
- (6) 因知识产权问题影响集团公司正常经营发展或公司的合格上市；
- (7) 公司的经营业绩不满足上市条件，或业务经营等存在不规范情形，或发生严重违法违反法律法规等行为，对公司完成合格上市构成实质性影响的情形；
- (8) 创始股东出现重大诚信问题，包括未经本轮投资方书面同意，创始股东利用其控制公司之权利以本人或他人名字非法占用、挪用、转移公司资产、财务造假；
- (9) 发生其他任何对集团公司运营造成重大不利影响或影响公司合格上市的事项（包括发生重大法律变化致使公司主营业务的经营发生严重困难）；
- (10) 任何有权行使回购权的股东要求行使其回购权。

如发生上述情形之一，公司和创始股东应在发生之日起30日内通知各投资

方股东。

为避免疑义，若本轮投资方、B轮投资方、A+轮投资方和/或A轮投资方同意通过创始股东受让股权回购其所持股权的，公司及其他现有股东一致同意并承诺尽全力配合签署相关的决议、文件。

## 8.2 回购价格

8.2.1 对本轮投资方而言，股权回购价格按以下二者金额较高者确定：

- a) 本轮投资方实际投资额加上按照每年8%的利息率单利计算的利息。计算公式为： $P = \text{本轮投资方缴付的增资价款} \times (1 + 8\% \times T) + M$ ，其中：P为本轮投资方投资获得之全部股权对应的回购价格，T为自本轮投资方增资付款日至本轮投资方实际足额收回回购价格之日的自然天数除以365。M（如有）为回购时公司已宣布但未支付的股息和红利。
- b) 回购时本轮投资方的股权对应的公司经审计的净资产（含未分配利润）。

8.2.2 对B轮投资方而言，股权回购价格按以下二者金额较高者确定：

- a) B轮投资方实际投资额加上按照每年8%的利息率单利计算的利息。计算公式为： $P = \text{B轮投资方缴付的增资价款} \times (1 + 8\% \times T) + M$ ，其中：P为B轮投资方投资获得之全部股权对应的回购价格，T为自B轮投资方增资付款日至B轮投资方实际足额收回回购价格之日的自然天数除以365。M（如有）为回购时公司已宣布但未支付的股息和红利。
- b) 回购时B轮投资方的股权对应的公司经审计的净资产（含未分配利润）。

8.2.3 对A+轮投资方而言，股权回购价格按以下二者金额较高者确定：

- a) A+轮投资方实际投资额加上按照每年8%的利息率单利计算的利息。计算公式为： $P = \text{A+轮投资方缴付的增资价款} \times (1 + 8\% \times T) + M$ ，其中：P为A+轮投资方投资获得之全部股权对应的回购价格，T为自A+轮投资方增资付款日至A+轮投资方执行回购权之日的自然天数除以365。M（如有）为回购时公司已宣布但未支

付的股息和红利。

- b) 回购时A+轮投资方的股权对应的公司经审计的净资产(含未分配利润)。

8.2.4 对A轮投资方而言, 股权回购价格按以下二者金额最高者确定:

- a) A轮投资方实际投资额加上按照每年8%的利息率单利计算的利息。计算公式为:  $P=A$ 轮投资方缴付的增资价款 $\times(1+8\%\times T)-M$ , 其中:  $P$ 为A轮投资方投资获得之全部股权对应的回购价格,  $T$ 为自A轮投资方投资完成日至A轮投资方执行回购权之日的自然天数除以365。  $M$ (如有)为自其对应的登记日始至A轮投资方收妥全部回购价款项之日止的连续期间内, A轮投资方实际收到的业绩补偿、因A轮增资而拥有的股权或股份而收到的任何现金收益之和。
- b) 回购时A轮投资方的股权对应的公司经审计的净资产(含未分配利润)。

### 8.3 回购程序

8.3.1 本轮投资方、B轮投资方、A+轮投资方及A轮投资方(“**回购发起方**”)有权在上述第8.1条约定的条件满足后, 向回购方发出书面股权回购通知。回购方应于收到回购通知后的30个工作日内, 自身或安排具有回购能力的第三方一次性购买回购发起方持有的全部或部分公司股权, 并将回购款支付至回购发起方指定账户。若回购方逾期未付清全部价款, 则每逾期一天按照应付而未付价款的万分之五(0.5%)计收逾期违约金, 直至回购股权全部价款支付完毕为止。各方同意, 公司应对回购方支付回购价款及逾期付款违约金的义务承担连带责任。为避免疑义, 创始股东的回购义务以其直接或间接持有的公司全部股权的价值为限。

8.3.2 若同一期间, 回购价款不足以向本轮投资方、B轮投资方、A+轮投资方及A轮投资方支付全部回购价款的, 则本轮投资方有权优先于B轮投资方、A+轮投资方及A轮投资方要求回购方赎回其持有的股权, 如果回购方和公司无法足额支付本轮投资方全部的回购价款的,

则各本轮投资方之间应按照其相对实缴出资比例进行赎回；在本轮投资方足额取得回购价款后，则B轮投资方有权优先于A+轮投资方及A轮投资方要求回购方赎回其持有的股权，如果回购方和公司无法足额支付B轮投资方全部的回购价款的，则各B轮投资方之间应按照其相对实缴出资比例进行赎回；在B轮投资方足额取得回购价款后，A+轮投资方有权优先于A轮投资方要求回购方赎回其持有的股权，且A+轮投资方之间应按照其相对实缴出资比例进行赎回。回购方和公司仅向本轮投资方、B轮投资方、A+轮投资方支付完毕全部回购价款后，方有义务向A轮投资方支付回购价款。

#### 8.4 实际控制人的回购权

如某一投资方股东（“**不适格投资人**”）被中国证监会、证券交易所或其他监管机构书面或口头的认定为股东资格具有瑕疵并对公司完成合格发行上市构成重大不利影响，且经过公司、公司聘请的中介机构或该投资方股东在合理时间内（不超过30天）尽合理努力沟通及解释后，相关监管机构仍未对相关认定进行调整的，该投资方股东应在实际控制人要求的合理期限内，以相关监管机构认可的合理方式解决该等瑕疵。若该不适格投资方股东在上述合理期限内无法解决其瑕疵并对公司完成合格发行上市构成重大不利影响（“**不适格情形**”），则该等投资方股东应在出现任意不适格情形之日起的90日内（若届时公司已申报IPO，转让期限为30日）（“**转让期限**”），向该等投资方股东指定第三方（“**受让主体**”）转让该等投资方股东届时所持目标公司的全部股权，且受让主体不得存在任何不适格情形。如该等投资方股东未能在转让期限内向受让主体完成股权转让，则实际控制人有权在转让期限届满后要求由实际控制人或/和其指定的第三方回购该等投资方股东届时所持目标公司的全部股权，回购的对价为该等投资方股东在投资公司中对应的投资款加计该投资方股东向目标公司支付投资款之日起至实际控制人或/和其指定的第三方实际全额支付回购对价之日期间年化8%（按年化单利计算）的收益及加计回购时公司已宣布但未支付的股息和红利。

## 第九条 优先清算权

### 9.1 清算事件及应对程序

9.1.1 下列事件被称为清算事件，包括：

- a) 因公司合并、分立、解散、破产需要解散，或股东会决议解散，或公司被司法强制解散；
- b) 导致届时公司全体股东合计拥有或控制的表决权不足50%的任何交易；
- c) 公司全部或超过50%的股权、资产被出售、转让、处置给第三方，以及其他重大资产出售或控制权变更的情况；
- d) 排他性的转让或向第三方独占许可公司全部或几乎全部的知识产权。

9.1.2 任何时候出现如上述清算事件时，任一本轮投资方、B轮投资方、A+轮投资方或A轮投资方有权要求公司进入解散或清算程序。公司其他现有股东有义务应本轮投资方、B轮投资方、A+轮投资方或A轮投资方要求采取一切措施与行动促成公司股东会通过决议立即进行公司清算。

9.1.3 如发生上述清算事件的同时，还触发了本协议的其他条款，相关方有权选择适用本协议的其他条款。

### 9.2 清算分配

在公司的资产根据适用法律规定优先顺序支付清算费用和偿还公司的债务（包括有关员工工资及税务责任）后，剩余的资产（“**可分配资产**”）应依据以下分配方案进行分配：

9.2.1 本轮投资方享有第一顺位优先清算权，B轮投资方享有第二顺位优先清算权，A+轮投资方享有第三顺位优先清算权，A轮投资方享有第四顺位优先清算权，Pre-A轮投资方享有第五顺位优先清算权；

9.2.2 可分配资产按上述顺位优先分配给本轮投资方、B轮投资方、A+轮投资方、A轮投资方及Pre-A轮投资方，直至其累计获得按以下方式计算的优先清算款（定义如下）：

- a) 各投资方股东对公司的实际投资额及按照年化收益率8%(单利)计算的资金成本之和, 及
- b) 各投资方股东所持公司股权上已累积的股息或已宣布但未分配的股息(及未分配利润)。

((a)、(b)之和称为“清算优先款”)

- 9.2.3 如果可分配资产不足以满足同一优先顺位的股东获得全部清算优先款, 则处于同一优先清算顺位的股东按清算时相对实缴出资比例分配剩余可分配资产;
- 9.2.4 如可分配资产在扣减全部清算优先款后仍有剩余, 则届时公司全体股东(包括投资方股东)按在公司的持股比例(按将尚未发放的员工股权激励计划的股权按比例转让给公司全体股东后的比例计算)对剩余资产进行分配。
- 9.2.5 如果届时相关政府部门反对本第9.2条所述的分配方案、顺序, 或因为其他原因导致本9.2条所述的分配方案、顺序无法直接实行, 则各方应先行按照持股比例进行分配, 之后公司各股东之间应通过包括但不限于无偿赠予的方式调整其通过前述分配获得的分配金额(为避免疑义, 全体股东在此明确同意并确认该等无偿赠予不可撤销), 使得投资方股东最终获得按照本9.2条所述的分配方案及顺序所应获得的全部财产或价款。若投资方股东最终未能获得其根据本条所述的分配方案及顺序所应获得的全部财产或价款, 则投资方股东有权要求创始股东就其差额向投资者承担补偿责任。尽管有前述约定, 创始股东在本9.2.5条项下的补偿义务以其各自直接或间接持有的公司股权的公允价值为限(但该等公允价值不应低于其在清算中实际取得的全部财产)。

## 第十条 最优惠条款

### 10.1 股东权利一致

各方在此特别确认, 公司及创始股东已向本轮投资方完整披露了本协议签

订之前各方与公司之间签订或拟签订的全部协议。本协议签订后，除本协议内另有约定外，本轮投资方在公司享有的股东权利及其他权利、权益不低于各方在公司享有的股东权利及其他权利、权益，B轮投资方在公司享有的股东权利及其他权利、权益不低于除本轮投资方之外的各方在公司享有的股东权利及其他权利、权益，否则自行调整为与其一致。

## 第十一条 领售权

### 11.1 领售事项

本次交易交割后，如果第三方拟收购公司全部或大部分资产、业务和/或50%以上的股权（不论是否设计为兼并、重组、资产转让、股权转让或者其他交易），且对公司的估值不低于人民币40亿元（合称“**领售收购**”），则只要本轮投资方（“**领售权人**”）一致同意前述领售收购，届时公司所有的其他股东应同意按照领售权人的要求将公司的全部或大部分资产、业务和/或股权基于相同的价格和条件出售给该第三方（“**领售权**”）。

### 11.2 领售顺序

若届时该等领售收购为股权收购且第三方仅购买公司的绝大部分股权（“**拟转让股权**”）而非全部股权，本轮投资方有权按本轮投资方之间的相对实缴出资比例优先于除本轮投资方以外的公司任何其他投资方股东向第三方转让其所持的公司股权，其他投资方股东优先于非投资方股东向第三方转让其所持的公司股权；若拟转让股权大于本轮投资方届时所持的全部公司股权，差额部分应由公司的其他投资方股东按照其相对实缴出资比例向第三方转让，其他投资方股东转让后仍有差额的，则由非投资方股东向第三方转让，直至满足领售收购拟购买的股权比例要求。

### 11.3 配合义务

只要收到领售权人的上述要求，届时公司所有的其他股东应该根据领售权人的要求及时采取一切必要行动并签署一切必要文件，以完成上述领售收购，包括不限于(i)以与领售权人相同的方式就其持有的所有股权进行投票，避免就领售收购行使否决权，在股东会上批准领售收购、促使其选派的董

事（如有）在董事会上批准领售收购，(ii)如果领售收购被设计为股权转让交易，应按与领售权人相同的条件向第三方转让其持有的所有公司股权，(iii)根据公司或领售权人的合理要求，签署和递送领售收购相关的股权转让协议及其他所有有关文件，及(vi)根据公司或领售权人的合理要求，采取其他支持领售收购的行动（包括但不限于进行相应政府机构审批或变更）。公司其他股东不能拒绝针对领售收购的相关要求，否则应在收到领售权人书面通知的30日内以同等价格和条件购买领售权人及同意领售收购的其他股东拟出售的公司股权，并承担因此产生的合理费用。

## **第十二条 分红权**

### **12.1 利润分配**

如公司决定分配利润，则公司应首先向本轮投资方足额支付股息红利。公司和现有股东应采取必要的行动以确保本轮投资方获得相应的利润分配。在向本轮投资方足额支付股息红利前，公司不得向任何其他股东支付股息红利或进行其他形式的分红。

## **第十三条 知情权**

### **13.1 权利范围**

在投资方股东持有公司股权的情况下，公司应确保按照下列要求向本轮投资方、B轮投资方、A+轮投资方、A轮投资方及时提供公司的相关资料：

- (1) 每季度结束后30日内提供该季度资产负债表、损益表、现金流量表及其他附表等财务报表和业务进展报告；
- (2) 每一会计年度结束后45日内提供该年度的财务报表及业务进展报告，并在每一会计年度结束后90天内提供经董事会认可的会计师事务所出具的审计报告（如有）及其附注；
- (3) 每个月末之后的20天之内，提供该月度的未经审计的公司合并财务报表；
- (4) 每一新的会计年度开始的10日之前，召开包括本轮投资方、B轮投资方、A+轮投资方、A轮投资方参加的股东会，审议年度预算（草案）及公司运营计划；

- (5) 每一新的会计年度开始的30日内，提供经董事会批准的下一年度的财务预算和经营计划；
- (6) 在不对公司正常运营造成干扰的前提下，公司应提供：i) 本轮投资方、B轮投资方、A+轮投资方、A轮投资方希望知道的、与本轮投资方、B轮投资方、A+轮投资方、A轮投资方利益相关的；ii) 为本轮投资方、B轮投资方、A+轮投资方、A轮投资方自身审计目的而需要的；或iii) 为完成相关政府机关或主管部门的要求，本轮投资方、B轮投资方、A+轮投资方、A轮投资方要求公司提供的其他一切有关公司运营及财务方面的信息。本款项下的信息应予本轮投资方、B轮投资方、A+轮投资方、A轮投资方提出书面要求之日起10个工作日内提供。
- (7) 如发生影响公司经营的重大事项，公司应在该等事项发生1日内电话并书面通知投资方股东，并在3个工作日内向投资方股东提交书面报告披露相关事项，并就该等事项向投资方股东披露其届时要求了解的相关信息。

### 13.2 发起审计

本轮投资方、B轮投资方、A+轮投资方、A轮投资方有权查阅公司会计账簿、会计凭证，但应符合《公司法》的相关规定。如本轮投资方、B轮投资方、A+轮投资方、A轮投资方对公司财务数据有异议，在不影响公司正常经营并对公司商业秘密保密的情况下，可以自行聘请中介机构进行审计，但需提前15日（为免疑义，每位投资方股东一年内应不超过一次）书面通知公司。特别的，就增资价款的用途，本轮投资方、B轮投资方、A+轮投资方持有公司股权期间，在不影响公司正常经营并对公司商业秘密保密的情况下，有权自己或通过第三方机构在合理次数范围内核查公司对增资价款的使用情况，公司及创始股东应积极配合并提供相应条件，包括但不限于提供相应期间内的签字盖章版的财务报表、公司银行对账单、序时账及其他相关财务资料等（费用应由该投资方自行承担）。为本第十三条之目的，公司应包括所有集团公司。

## 第十四条 全职与竞业禁止义务

### 14.1 全职义务

实际控制人、公司其他高级管理人员及核心员工均应与集团公司签订劳动合同（或聘用合同）及其他协议，承诺在公司合格上市或被并购之前，将全部个人工作时间和精力服务于集团公司，承诺不从事其他兼职（在其他非从事实际经营的主体（如投资平台或持股平台）担任董事、监事或在其他非盈利机构任职的除外）或经营其他实体。

### 14.2 竞业禁止义务

增资协议及本协议签署后，在本轮投资方、B轮投资方、A+轮投资方或A轮投资方作为公司的股东期间，创始股东及其关联方：

- (1) 不得在中国境内和境外，单独或与他人，以任何形式（包括但不限于投资、并购、联营、合资、合作、合伙、托管、承包或租赁经营、购买股份或参股）直接或间接从事、协助从事或参与任何与公司构成直接或间接竞争的业务或活动；
- (2) 不得在中国境内和境外，以任何形式支持公司以外的其他方从事或参与任何与公司经营业务构成竞争的业务或活动。
- (3) 不得以其它方式介入（不论直接或间接）任何与公司经营业务构成竞争或可能构成竞争的业务或活动，经本轮投资方、B轮投资方、A+轮投资方和A轮投资方均认可的除外。
- (4) 未经本轮投资方、B轮投资方、A+轮投资方及A轮投资方书面同意，不得单独设立或参与设立新的与公司业务相竞争的经营实体，不得投资、参股、就职、以顾问的方式或其它方式服务于与公司有竞争关系的经营主体。

### 14.3 违约责任

各创始股东或其关联方、公司其他高级管理人员及核心员工违反前述承诺时，所产生的任何收益应归公司所有，本轮投资方、B轮投资方、A+轮投资方及A轮投资方有权代表公司追究违约人的责任。创始股东应促使其关联方、公司其他高级管理人员及核心员工遵守本条款承诺。

## 第十五条 投资方股东特殊权利的终止与恢复

### 15.1 特殊权利的终止

公司提交上市申请时，如果各方在本协议约定的特殊权利的条款与届时适用的上市规则发生冲突，则经各方书面确认，各方的特殊权利的条款予以终止。

### 15.2 特殊权利的恢复

如公司上市申请因任何原因被撤回或不予批准，则该等条款自动恢复，各方继续享有该等条款规定的权利，且该等条款应视为自本协议生效之日起持续有效，如同其未曾被调整或终止过。

## 第十六条 违约及违约责任

### 16.1 违约事件

就任何一方而言，以下每一情形均将构成本协议项下的违约事件（“**违约事件**”）：

- (1) 如果一方在本协议中所作的任何保证或声明在任何方面是或成为不准确或不真实；或者
- (2) 如果一方未遵守或履行根据本协议其拟遵守、履行或支付其应支付款项的承诺或规定或义务。

### 16.2 违约责任

如本协议任何一方（“**违约方**”）出现违约，则未违约的其他方（“**守约方**”）有权：

- (1) 向违约方发出书面通知，说明违约的性质以及范围，并且要求违约方采取相应措施，使守约方免受任何进一步的损害；
- (2) 守约方可就违约引起的直接或间接的损失按本第16条或相关法律提出索赔，违约方应就守约方遭受的任何损害、损失、权利要求、诉讼、付款要求、判决、和解、税费、利息、费用和开支（包括但不限于合理的律师费、因集团公司受到损失而导致守约方投资价值减损的部分、守约方因履约而应当获得的利益等）进行赔偿、为守约方提供辩护并使其免

受损害。

## **第十七条 适用法律及争议解决**

### **17.1 适用法律**

本协议的订立、效力、解释、履行和争议的解决应受中华人民共和国法律的管辖，并依其解释。

### **17.2 争议解决**

各方同意，因本协议产生或与本协议相关的任何争议，各方应尽最大努力协商解决。如果不能协商解决的，均应提交中国国际经济贸易仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。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（3）名仲裁员由双方当事人共同选定或共同委托仲裁委员会主任指定。仲裁裁决是终局的，对双方均有约束力。仲裁的费用开支（包括仲裁费、律师费及其他合理费用和开支）均应由败诉方最终承担。争议解决期间，各方继续拥有各自在本协议项下的其它权利并应继续履行其在本协议下的相应义务。

## **第十八条 保密、通知及不可抗力**

### **18.1 保密信息与保密责任**

有关本协议及其附件和附录的条款和细则（包括但不限于所有条款约定甚至本协议的存在以及任何相关的投资文件）均属保密信息，本协议的各方不得向任何第三方透露，除非另有规定或约定。各方同意，各方应确保其关联方以及其各自的及其关联方的高级职员、董事、雇员、代理人、代表、会计和法律顾问将其收到或获得的任何保密信息作为机密资料处理，予以保密，除非得到其他各方的事先书面允许，或者根据司法或行政程序或其他法律要求，不得向任何第三方披露或使用，也不得用于本次交易之外的任何其他用途。

### **18.2 除外披露**

18.2.1 本条之保密义务不适用以下信息：（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或其各自的或其关联方的高级职员、董事、雇员、代理人、代表人、会计和法律顾问违反本协议而披露的任何信息；（iii）一方从无保密义务的善意第三方处获得的信息；或（iv）在各方共同同意的范围内进行披露的信息。并且，一方可以为履行本协议的目的将前述信息在必要的范围内向其关联方以及其各自的及其关联方的投资人、高级职员、董事、雇员、合伙人、股东、代理人、代表、会计和法律顾问进行披露，但应确保上述人员承担同样的保密义务。

18.2.2 为明确起见，各方同意，一方及其各自的关联方（包括但不限于其各自及其关联方的高级职员、董事、雇员、合伙人、成员、股东、代理人、代表、会计师、财务顾问、法律顾问）可以根据适用法律的规定、或者政府部门、司法机关或证券监管部门的要求向该机关或部门披露保密信息，但被要求披露的一方应在上述要求的范围内披露，且在该等披露作出前向其他各方发出书面通知。

### 18.3 标识使用

18.3.1 本协议各方进一步认可及同意，未经中金的事先书面同意，无论中金届时是否直接或间接持有公司的任何股权，其他各方及其关联方都不得在其营销、广告、宣传材料或为其业务经营目的使用、发布包含有“中金”、“CICC”或任何其他与中国国际金融股份有限公司、中金资本运营有限公司品牌或任何相似元素的名称、商标、域名、标识或中金任何合伙人的姓名、照片或者图片或标识。

18.3.2 本协议各方进一步认可及同意，未经太平医疗基金的事先书面同意，无论太平医疗基金届时是否直接或间接持有公司的任何股权，其他各方及其关联方都不得在其营销、广告、宣传材料或为其业务经营目的使用、发布包含有“太平医疗基金”、“太平医疗健康基金”、“太平创新”、“太平资本”、“中国太平”、“中国太平保险集团”品牌或任何相似元素的名称、商标、域名、标识或太平医疗基金任何合伙人

的姓名、照片或者图片或标识。

18.3.3 本协议各方进一步认可及同意，未经深合产投的事先书面同意，无论深合产投届时是否直接或间接持有公司的任何股权，其他各方及其关联方都不得在其营销、广告、宣传材料或为其业务经营目的使用、发布包含有深合产投或任何相似元素的名称、商标、域名、标识或深合产投任何管理人员的姓名、照片或者图片或标识。

18.3.4 本协议各方进一步认可及同意，未经粤澳投资的事先书面同意，无论粤澳投资届时是否直接或间接持有公司的任何股权，其他各方及其关联方都不得在其营销、广告、宣传材料或为其业务经营目的使用、发布包含有粤澳投资或任何相似元素的名称、商标、域名、标识或粤澳投资任何管理人员的姓名、照片或者图片或标识。

#### 18.4 通知

18.4.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付、商业快递服务或电子邮件的方式发到该方下列地址。除电子邮件的通知方式外，每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定。通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址被送达或被拒收之日为有效送达日。如果经电子邮箱发送，自该邮件到达收件人邮箱系统之时视为已实际送达。

18.4.2 为送达通知之目的，各方的联系方式见本协议附件二。若任何一方（“**变动方**”）的上述通讯地址或通知方式发生变化，变动方应当在该变更发生后的七（7）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。

#### 18.5 不可抗力

18.5.1 任何一方由于不可抗力且自身无过错造成部分不能或者全部不能履行本协议项下的义务将不视为违约，但应在条件允许的情况下采取一切必要的补救措施，以减少或消除不可抗力事件的影响，并尽可能在最短的时间内尝试恢复履行被不可抗力事件延误或阻碍履行的义务。

- 18.5.2 遇有不可抗力的一方，应在事件发生后可能通知之日起三（3）个工作日内，将事件的发生情况以书面形式通知其他方，并应在事件发生后可能提供之日起十五（15）个工作日内，向其他方提供不可抗力的详情，以及不能履行、或者部分不能履行、或者需要延期履行理由的有效证明。按其对本协议的影响程度，本协议各方协商决定是否解除本协议、或者部分免除履行本协议、或者延期履行本协议。在交割前如果自不可抗力发生之日起三十（30）日内不能协商一致，任何一方有权终止本协议，由此给本协议其他方造成的损失，任何一方不承担赔偿责任。
- 18.5.3 不可抗力指不能预见、不能避免并不能克服的客观情况，其中包括但不限于由于地震、台风、水灾、火灾、疫情、战争以及其它不能预见并且对其发生和后果不能防止或避免的不可抗力事件出现或任何法律、法规和规章的变更、或新的法律、法规和规章的颁布、或任何政府行为致使直接影响本协议的履行或者不能按约定的条件履行。

## 第十九条 其他

### 19.1 文字及文本数

本协议一式三十八（38）份，协议各方各持壹（1）份，公司留存壹（1）份，具有同等法律效力。

### 19.2 完整协议

本协议和其他交易文件构成各方就本次交易达成的完整协议，并取代各方此前关于本次交易所达成的任何协议、投资意向书、谅解备忘录、陈述或其他义务（无论以书面或口头形式，包括各类沟通形式），且本协议（包括其修改协议或修正，以及其他交易文件）包含了各方就本协议项下事项的唯一和全部协议。为避免疑义，自本协议生效之日起，任何之前公司两个或多个股东先前达成任何有关本协议项下事项的协议或约定立即终止并由交易文件取代。

### 19.3 标题

本协议标题仅作参考，不影响本协议的解释。

#### 19.4 无默示放弃

19.4.1 除非本协议另有规定，且经任何一方通过书面形式声明弃权，否则均不应被视为该方已放弃其在本协议下的任何权利。

19.4.2 一方在特定情况下放弃其追究其他方违反本协议的行为的权利，不应被视为其在其它情况下亦放弃追究其他方违反本协议的类似行为的权利。同时，任何一方未坚持严格履行本协议的任何条款，或未行使其在本协议下的任何权利，均不应被视为对任何上述条款的放弃或对今后行使任何上述权利的放弃。

#### 19.5 条款的可分割性

各条款应独立有效。如果本协议任何条款不合法、无效或不可执行，或者被宣布为不合法、无效或不可执行，则：

(1) 本协议其它条款仍然有效和可执行；

(2) 各方应商定以合法、有效和可执行的条款对上述被宣布为不合法、无效或不可执行的条款加以修改或替换，其结果应尽可能符合各方在本协议签署时所预期的商业目的并平衡各方之间的利益。

#### 19.6 生效

本协议经各方中的自然人签字、机构方的法定代表人或授权代表签字并加盖公章后生效。

#### 19.7 修订与终止

各方同意，本协议须经各方一致同意签署书面文件方可修订或终止。

#### 19.8 优先性

如果本协议和章程条款冲突，应以本协议为准，且各方应采取相应行动，促使公司修改章程中冲突或不一致的地方以反映本协议规定。

**(以下无正文，为本协议签字盖章页)**



有鉴于此，本《真健康（广东横琴）医疗科技有限公司股东协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署，以昭信守。

真健康（广东横琴）医疗科技有限公  
司

（盖章）4020278980

签署：  
职务：

  
\_\_\_\_\_  
法定代表人

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北京新动能科技创新基金（有限合伙）

（盖章）

签署：

职务：

日期：

  
授权代表  
2025年01月



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珠海横琴辛醒投资合伙企业（有限合

伙）

（盖章）



签署：

职务：

梁荣茵  
授权代表

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北京东升博展科技发展有限公司  
(盖章)

签署:

职务:

法定代表人



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深圳瑞昇股权投资基金合伙企业（有  
限合伙）  
（盖章）

签署：  
职务：

  
李学荣  
授权代表

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珠海华金领越智能制造产业投资基金

（有限合伙）

（盖章）

签署：

职务： 授权代表



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北京金科汇钰创业投资合伙企业（有  
限合伙）  
（盖章）



签署：  
职务：

  
授权代表

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**X Technology Fund, L.P.** *and on behalf of*  
X TECHNOLOGY FUND, L.P.  
(盖章) BY: X TECH MANAGEMENT, L.P., its general partner  
BY: X TECH HOLDINGS LTD., its general partner  
签署:   
职务: 授权代表 Authorized Signature(s)

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*For and on behalf of*  
**NOVEL ROBOTICS LIMITED**  
諾威機器人有限公司

  
.....  
*Authorized Signature(s)*

**Novel Robotics Limited**

(盖章)

签署:

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\_\_\_\_\_  
授权代表

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北京高榕四期康腾股权投资合伙企业

（有限合伙）

（盖章）

签署：

职务：

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*[Handwritten signature]*

## 授权委托书

授权人：张震

身份证号码：342101197605120413

被授权人：杨昆

身份证号码：320106197501182018

鉴于：

1. 授权人为北京高榕四期康腾股权投资合伙企业（有限合伙）（统一社会信用代码为91110111MA01MGN40E，以下简称“基金”）在市场监督管理部门登记的执行事务合伙人委派代表；
2. 被授权人为基金被投资项目真健康（广东横琴）医疗科技有限公司（统一社会信用代码为91110108MA01ATF74Y，以下简称“项目”）的负责人。

授权人现授权被授权人在授权期限内代表授权人签署与项目相关的一切以及任何法律文件，包括但不限于项目的增资协议、股权转让协议、股东协议、章程、股东会决议以及与项目相关的其他法律文件。在上述授权范围内，被授权人的签字与授权人的签字具有同等法律效力。为免疑义，被授权人依据本授权委托书代表授权人签署的法律文件需一并加盖基金公章后方可产生法律效力。

本授权委托书下授权期限自本授权委托书生效之日起至 2025 年 5 月 31 日止。为免疑义，上述授权期限均包含起始日以及终止日。

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授权人：张震

签字：\_\_\_\_\_

日期：2024 年 5 月 14 日

被授权人：杨昆

签字：\_\_\_\_\_

日期：2024 年 5 月 14 日



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成都市天府新区高榕四期康永投资合  
伙企业（有限合伙）  
（盖章）

签署：  
职务：

授权代表



# 授权委托书

授权人：张震

身份证号码：342101197605120413

被授权人：杨昆

身份证号码：320106197501182018

鉴于：

1. 授权人为成都市天府新区高榕四期康永投资合伙企业（有限合伙）（统一社会信用代码为 91510100MA664P5A7P，以下简称“基金”）在市场监督管理部门登记的执行事务合伙人委派代表；
2. 被授权人为基金被投项目真健康（广东横琴）医疗科技有限公司（统一社会信用代码为 91110108MA01ATF74Y，以下简称“项目”）的负责人。

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授权人：张震

签字：\_\_\_\_\_

日期：2024 年 5 月 14 日

被授权人：杨昆

签字：\_\_\_\_\_

日期：2024 年 5 月 14 日



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北京中关村智友投资合伙企业（有限  
合伙）  
（盖章）

签署：  
职务：

  
  
\_\_\_\_\_  
授权代表

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北京水木领航创业投资中心（有限合  
伙）

（盖章）

签署：

职务：

授权代表



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北京京安泰科技发展有限公司  
(盖章)  
签署: \_\_\_\_\_  
职务: 法定代表人



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职务：

  
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珠海诚真健康科技合伙企业（有限合  
伙）

（盖章）

签署：

职务：

授权代表



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北京水木东方医用机器人技术创新中心有限公司  
(盖章)

签署：  
职务：



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青岛荣昱创业投资基金合伙企业（有  
限合伙）

（盖章）

签署：

职务：



授权代表

2025年1月



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北京立德共创智能机器人科技有限公  
司

（盖章）

签署：

职务：

  
\_\_\_\_\_  
法定代表人

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景得（广州）股权投资合伙企业（有  
有限合伙）

（盖章）

签署：

职务：

授权代表



A handwritten signature in black ink, appearing to be "L. Wang", written over a horizontal line.

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韩投（张家港）股权投资合伙企业（有  
限合伙）

（盖章）

签署：

职务： 授权代表



*[Handwritten signature]*

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珠海横琴金投创业投资基金合伙企业  
(有限合伙)  
(盖章)



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北京德睿达财富科技管理中心（有限  
合伙）  
（盖章）



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职务：


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欣慧润康（珠海横琴）投资咨询中心  
（有限合伙）

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职务：

  
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珠海嘉润同创科技发展合伙企业（有  
限合伙）

（盖章）

签署：

职务：

  
授权代表

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珠海嘉润新创科技发展合伙企业（有限合伙）

（盖章）

签署：

职务：

  
授权代表

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珠海泰科麦迪科技发展中心（有限合  
伙）  
（盖章）

签署： 万继锋  
职务： 授权代表

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珠海嘉润合创科技发展合伙企业（有  
限合伙）

签署：

职务：

  
授权代表

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张昊任

签署：

Handwritten signature of Zhang Haoren in black ink, written over a horizontal line.

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珠海美吉睿医疗科技合伙企业（有限  
合伙）



签署：  
职务：

于莉莉  
授权代表

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珠海力高贰号股权投资基金合伙企业  
(有限合伙)  
(盖章)

签署：  
职务：

  
  
授权代表

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湖州中金启合股权投资合伙企业（有  
限合伙）

（盖章）

签署：

职务：

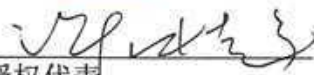
授权代表

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横琴粤澳深度合作区产业投资基金  
(有限合伙)  
(盖章)



签署：  
职务：

  
授权代表

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东融壹号（珠海横琴）股权投资合伙企业（有限合伙）  
（盖章）

签署：  
职务：

  
授权代表

有鉴于此，本《真健康（广东横琴）医疗科技有限公司股东协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署，以昭信守。



太平（深圳）医疗健康产业私募股权  
投资基金合伙企业（有限合伙）

（盖章）

签署：

职务：

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be the name of the authorized representative.

授权代表

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横琴深合产业投资有限公司

(盖章)

签署:

职务:

A handwritten signature in black ink, appearing to be '李树宇'.

法定代表人

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横琴粤澳开发投资有限公司

(盖章)

签署:

职务:

  
\_\_\_\_\_  
法定代表人

附件一 交割后公司的股权结构

股东姓名/名称	出资额 (万元人民币)	持股比例
广东横琴任阳生物科技中心（有限合伙）	336	10.47306%
珠海诚真健康科技合伙企业（有限合伙）	300	9.35095%
横琴粤澳开发投资有限公司	287.73362	8.96861%
珠海嘉润同创科技发展合伙企业（有限合伙）	240	7.48076%
珠海嘉润合创科技发展合伙企业（有限合伙）	229.39	7.15005%
珠海美吉睿医疗科技合伙企业（有限合伙）	207.1682	6.4574%
北京金科汇钰创业投资合伙企业（有限合伙）	195.55468	6.09541%
珠海嘉润新创科技发展合伙企业（有限合伙）	180	5.61057%
珠海泰科麦迪科技发展中心（有限合伙）	144	4.48846%
横琴粤澳深度合作区产业投资基金（有限合伙）	143.86681	4.4843%
北京水木东方医用机器人技术创新中心有限公司	103.806	3.23562%
北京新动能科技创新基金（有限合伙）	79.547	2.47947%
太平（深圳）医疗健康产业私募股权投资基金合伙企业（有限合伙）	71.93341	2.24215%
北京高榕四期康腾股权投资合伙企业（有限合伙）	69.651	2.17101%
景得（广州）股权投资合伙企业（有限合伙）	67.309	2.09801%
韩投（张家港）股权投资合伙企业（有限合伙）	67.309	2.09801%
北京中关村智友投资合伙企业（有限合伙）	66.49	2.07248%
北京京安泰科技发展有限公司	61.503	1.91704%
珠海横琴金投创业投资基金合伙企业（有限合伙）	53.542	1.6689%
湖州中金启合股权投资合伙企业（有限合伙）	43.16004	1.34529%
横琴深合产业投资有限公司	43.16004	1.34529%
青岛荣昱创业投资基金合伙企业（有限合伙）	25.984	0.80992%
北京水木领航创业投资中心（有限合伙）	24.934	0.77719%
NOVEL ROBOTICS LIMITED	20.778	0.64765%
X Technology Fund, L.P.	20.778	0.64765%
珠海华金领越智能制造产业投资基金（有限合伙）	19.887	0.61987%
珠海横琴辛醞投资合伙企业（有限合伙）	19.887	0.61987%

珠海力高贰号股权投资基金合伙企业（有限合伙）	19.887	0.61987%
北京东升博展科技发展有限公司	17.898	0.55788%
东融壹号（珠海横琴）股权投资合伙企业（有限合伙）	14.38668	0.44843%
成都市天府新区高榕四期康永投资合伙企业（有限合伙）	12.2904	0.38309%
北京立德共创智能机器人科技有限公司	8.311	0.25905%
北京德睿达财富科技管理中心（有限合伙）	6.731	0.2098%
欣慧润康（珠海横琴）投资咨询中心（有限合伙）	3.365	0.10489%
深圳瑞昇股权投资基金合伙企业（有限合伙）	1.989	0.06200%
合计	3208.22988	100.0000%

附件二 通知信息

协议方	联系人	通讯地址	电话/电子邮箱
真健康（广东横琴）医疗科技有限公司	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
北京新动能科技创新基金（有限合伙）	崔继红	北京市丰台区万丰路318号院3号楼2层01室	010-68730850-8004/cdhz11@163.com
珠海横琴辛醍投资合伙企业（有限合伙）	梁棠茵	珠海市横琴石山村91号第三层	18520189866/2690264947@qq.com
北京东升博展科技发展有限公司	凌棱	北京市海淀区中关村东升科技园B2楼2层A208室	13426059724/lingleng@dsbz.com。
深圳瑞昇股权投资基金合伙企业（有限合伙）	凌棱	北京市海淀区中关村东升科技园B2楼2层A208室	13426059724/lingleng@dsbz.com
珠海华金领越智能制造产业投资基金（有限合伙）	周婷婷	珠海市横琴新区华金街58号横琴国际金融中心大厦	13411381157/zhoutingting@huajinct.com
广东横琴任阳生物科技中心（有限合伙）	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
珠海诚真健康科技合伙企业（有限合伙）	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
北京金科汇钰创业投资合伙企业（有限合伙）	许昊钰	北京市朝阳区北京创业大厦B座1001	18610756395/xuhy@jkjccapital.com
X TechnologyFund, L.P.	孙健	中国香港香港沙田区沙田科學園 SciencePark, Building 17W, Room 915	+85298301536/sunjian@hkxtech.com
Novel Robotics	杨雁	中国香港大埔区科	+85296502827/yunhui.li

Limited		进路天赋海湾第二期16座2C	u@gmail.com
北京高榕四期康腾股权投资合伙企业（有限合伙）	法务部	北京市朝阳区望京启阳路金辉大厦4101室	010-84442729/legalgroup@gaorongvc.com
成都市天府新区高榕四期康永投资合伙企业（有限合伙）	法务部	北京市朝阳区望京启阳路金辉大厦4101室	010-84442729/legalgroup@gaorongvc.com
北京中关村智友投资合伙企业（有限合伙）	安冉	北京市海淀区学院路51号首享科技大厦1106室	13641010098/17419161@qq.com
北京水木领航创业投资中心（有限合伙）	王鼎元	北京市海淀区清华大学毕业大厦6层3610	13167576001/wangdingyuan@tsinghua-vc.com
北京京安泰科技发展有限公司	陈齐	北京市石景山区实兴大街30号院3号楼2层A-2215房间	15117919911/cqmoscow@qq.com
北京水木东方医用机器人技术创新中心有限公司	窦海鑫	北京市海淀区西三旗金隅智造工场N2号楼1层东门	18601160347/douhaixin@im-inno.com
青岛荣昱创业投资基金合伙企业（有限合伙）	汤睿	山东省青岛市黄岛区隐珠街道朝阳山路385号综合楼306—5室	15011258971/cdhz11@163.com
北京立德共创智能机器人科技有限公司	潘月	北京市海淀区农科院西路6号海青大厦A座1107室	13717736013/pany@leadrobot.com
景得（广州）股权投资合伙企业（有限合伙）	Michelle Zheng	上海市静安区南京西路中欣大厦4102	18521556066/michelle@kipvc.cn
韩投（张家港）股权投资合伙企业（有限合伙）	Michelle Zheng	上海市静安区南京西路中欣大厦4102	18521556066/michelle@kipvc.cn
珠海横琴金投创业投资基金合伙企业（有限合伙）	黄煜焯	广东省珠海市香洲区地停街67号格创·集成A座28楼	0756-2991787/huangyuta@gree.com

北京德睿达财富科技管理中心（有限合伙）	林柯	北京市西城区育新街47号清芷园3号楼-A单元-1502	13488869918/linke326@hotmail.com
欣慧润康（珠海横琴）投资咨询中心（有限合伙）	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	13693685729/amanda@truehealth.ai
珠海嘉润同创科技发展合伙企业（有限合伙）	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
珠海嘉润新创科技发展合伙企业（有限合伙）	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
珠海泰科麦迪科技发展中心（有限合伙）	江林	珠海市金湾区三灶镇如茵路299号西湖湿地国际花园一期高层3栋902房	18102252656/937978522@qq.com
珠海嘉润合创科技发展合伙企业（有限合伙）	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
张昊任	张昊任	北京市海淀区永泰庄北路1号天地邻枫1号楼D座1层	15901097847/cuitt@truehealth.ai
珠海力高贰号股权投资基金合伙企业（有限合伙）	杨翌	珠海市高新区唐家湾镇香山路439号创发大厦1901室珠海高科金投创业投资管理有限公司	13809238830/yangyi@zhgxct.cn
湖州中金启合股权投资合伙企业（有限合伙）	尉婧	北京市朝阳区建国门外大街1号国贸大厦B座25层	17888830058/Jing7.Yu@cicc.com.cn
横琴粤澳深度合作区产业投资基金（有限合伙）	雍昊	北京市朝阳区建国门外大街1号国贸大厦B座26层	13810276458/hao.yong@cicc.com.cn
东融壹号（珠海横琴）股权投资合伙企业（有限合伙）	雍昊	北京市朝阳区建国门外大街1号国贸大厦B座26层	13810276458/hao.yong@cicc.com.cn

太平（深圳）医疗健康产业私募股权投资基金合伙企业（有限合伙）	曹明亮	北京市西城区骡马市大街16号太平金融中心8层	13401159662/caoml@tpic.cntaiping.com
横琴深合产业投资有限公司	张晶	珠海市横琴宝兴路49-59号201	13718102397/zhangj@hqidcg.com
横琴粤澳开发投资有限公司	投资部	珠海市横琴新区荣珠道191号HFC南方金融传媒大厦36楼3605-3608房	/

### 附件三 公司竞争对手清单

微创投资控股有限公司及其控制的企业
上海精励医疗科技有限公司及其控制的企业
医达健康科技香港有限公司及其控制的企业
赛诺威盛科技（北京）股份有限公司及其控制的企业
北京柏惠维康科技股份有限公司及其控制的企业
上海睿触科技有限公司及其控制的企业
艾瑞迈迪医疗科技（北京）有限公司及其控制的企业
佗道医疗科技有限公司及其控制的企业
浙江伽奈维医疗科技有限公司及其控制的企业

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年 5 月【20】日在北京市海淀区签署:

甲方:北京立德共创智能机器人科技有限公司(“立德共创”)

统一社会信用代码:91110108MA002NJR2Y

执行事务合伙人/法定代表人:潘月

注册地址:北京市海淀区古莲路 66 号院 7 号楼 3 层 101

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:张昊任

注册地址:珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方 1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路 6 号 105 室-67386(集中办公区)

丁方 2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村 171 号第三层

丁方 3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址:珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前投资指引》的要求），经各方友好协商，同意

调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的的义务主体。如乙方为该等回购权或类似权利的的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第四条** 各方一致同意，甲方在《股东协议》第二条第2款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第2款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第4.2章《首次公开招股前投资指引》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。  
(以下无正文)

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)



甲方：北京立德共创智能机器人科技有限公司（盖章）

执行事务合伙人/法定代表人授权代表（签字）：

A handwritten signature in black ink, appearing to be "张明".

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be "张美华".

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1：广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）



日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年 5 月【22】日在北京市海淀区签署:

甲方:北京中关村智友投资合伙企业(有限合伙)(“中关村智友”)

统一社会信用代码:91110108MA01YG5RXQ

执行事务合伙人/法定代表人:张瑞君

注册地址:北京市海淀区上地东路1号院1号楼2层203-7室

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:张昊任

注册地址:珠海市横琴豆蔻路36号2栋405室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路6号105室-67386(集中办公区)

丁方2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村171号第三层

丁方3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址:珠海市横琴新区下村139号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前投资指引》的要求），经各方友好协商，同意

调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第四条** 各方一致同意，甲方在《股东协议》第二条第2款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第2款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第4.2章《首次公开招股前投资指引》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：【北京中关村智友投资合伙企业(有限合伙)】(盖章)



执行事务合伙人/法定代表人授权代表(签字):

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be '张美华'.

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙)(盖章)

法定代表人或授权代表(签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):

A handwritten signature in black ink is written over a red circular official stamp. The stamp contains the company name in Chinese characters and a registration number.

日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)



法定代表人或授权代表 (签字): 于莉莉

日期: \_\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年 5 月【27】日在北京市海淀区签署:

甲方:北京德睿达财富科技管理中心(有限合伙)(“德睿达”)

统一社会信用代码:91110107MA008DK46A

执行事务合伙人/法定代表人:胡德文

注册地址:北京市石景山区实兴大街 30 号院 5 号楼 3 层 70 号

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:张昊任

注册地址:珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方 1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路 6 号 105 室-67386(集中办公区)

丁方 2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村 171 号第三层

丁方 3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址:珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前投资指引》的要求），经各方友好协商，同意

调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的的义务主体。如乙方为该等回购权或类似权利的的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第四条** 各方一致同意，甲方在《股东协议》第二条第2款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第2款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第4.2章《首次公开招股前投资指引》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。  
（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：北京德睿达财富科技管理中心（有限合伙）（盖章）



执行事务合伙人/法定代表人授权代表（签字）：

胡德文

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙)(盖章)

法定代表人或授权代表(签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):

于莉莉



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年 5 月【27】日在北京市海淀区签署:

甲方:珠海横琴辛醞投资合伙企业(有限合伙)(“横琴辛醞”)

统一社会信用代码:91370211MA3WLQXY56

执行事务合伙人/法定代表人:梁棠茵

注册地址:珠海市横琴石山村 91 号第三层

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:张昊任

注册地址:珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方 1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路 6 号 105 室-67386(集中办公区)

丁方 2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村 171 号第三层

丁方 3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址:珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前投资指引》的要求），经各方友好协商，同意

调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的的义务主体。如乙方为该等回购权或类似权利的的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第四条** 各方一致同意，甲方在《股东协议》第二条第2款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第2款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第4.2章《首次公开招股前投资指引》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)



甲方：珠海横琴辛醞投资合伙企业(有限合伙) (盖章)

执行事务合伙人/法定代表人授权代表(签字)：梁菜茵

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be '张美华' (Zhang Meihua).

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1：广东横琴任阳生物科技中心(有限合伙) (盖章)



法定代表人或授权代表 (签字):

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【5】月【20】日在北京市海淀区签署:

甲方:北京金科汇钰创业投资合伙企业(有限合伙)(“金科汇钰”)

统一社会信用代码:91110115MA04D4782G

执行事务合伙人/法定代表人:管弦悦

注册地址:北京市大兴区兴华大街(二段)3号院1号楼8层917

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:张昊任

注册地址:珠海市横琴豆蔻路36号2栋405室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路6号105室-67386(集中办公区)

丁方2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村171号第三层

丁方3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址:珠海市横琴新区下村139号第三层



丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。但在首

次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司未能上市时，本条项下的甲方权利自动恢复效力并视为自始未被终止。为免生疑，本条项下的甲方权利应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse)后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、

或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)



甲方：北京金科汇钰创业投资合伙企业(有限合伙) (盖章)

执行事务合伙人/法定代表人授权代表 (签字):

日期：2025年5月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

日期：2025年5月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
\_\_\_\_\_  
张昊任

日期：2025年5月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙)(盖章)

法定代表人或授权代表(签字):

A red circular seal of Guangdong Hengqin Renyang Biotech Center (Limited Partnership) is stamped over the signature line. The seal contains the company name in Chinese characters and the number 440400. A handwritten signature in black ink is written over the seal.

日期: 2025 年 5 月 30 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025 年 5 月 30 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年7月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025 年 5 月 30 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年5月30日

（本页无正文，为《关于终止特殊权利条款的协议》之签署页）

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025 年 5 月 30 日



## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》（以下简称“本协议”）由以下各方于2025年【7】月【30】日在北京市海淀区签署：

甲方：NOVEL ROBOTICS LIMITED（“NOVEL ROBOTICS”）

商业登记号码：72212439

公司编号：2975978

执行事务合伙人/法定代表人：刘云辉

注册地址：Flat C 2/F Tower 16 Providence Peak 8 Fo Chun Rd Tai Po, NT,  
Hong Kong

乙方：真健康（广东横琴）医疗科技有限公司（“真健康”、“公司”）

统一社会信用代码：91110108MA01ATF74Y

法定代表人：张昊任

注册地址：珠海市横琴豆蔻路36号2栋405室

丙方：张昊任（“实际控制人”或“创始人”）

港澳居民来往内地通行证号：M08570980

丁方1：广东横琴任阳生物科技中心（有限合伙）

统一社会信用代码：91440400MA5381EL69

注册地址：珠海市横琴新区宝华路6号105室-67386（集中办公区）

丁方2：珠海诚真健康科技合伙企业（有限合伙）

统一社会信用代码：91120222MA06B51J8M

注册地址：珠海市横琴上村171号第三层

丁方3：珠海嘉润同创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA06B50R74

注册地址：珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港

联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的的义务主体。如乙方为该等回购权或类似权利的的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第 2 款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求**创始股东**履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H 股）申请之日的前一日自动终止且自始无效。自终止之日起，甲方不再享有要求创始股东履行

回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司未能上市时自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse) 后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上

市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：NOVEL ROBOTICS LIMITED (盖章)

*For and on behalf of*  
**NOVEL ROBOTICS LIMITED**  
諾威機器人有限公司

执行事务合伙人/法定代表人授权代表 (签字)：

  
.....  
*Authorized Signature(s)*

日期：2025年5月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表(签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）



日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展有限公司 (盖章)

法定代表人或授权代表 (签字)



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字)



日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》（以下简称“本协议”）由以下各方于2025年【5】月【30】日在北京市海淀区签署：

甲方：北京水木东方医用机器人技术创新中心有限公司（“水木东方”）

统一社会信用代码：91110108MA019BWX0Y

执行事务合伙人/法定代表人：王彬彬

注册地址：北京市海淀区永泰庄北路1号天地邻枫2号楼3层302B室

乙方：真健康（广东横琴）医疗科技有限公司（“真健康”、“公司”）

统一社会信用代码：91110108MA01ATF74Y

法定代表人：张昊任

注册地址：珠海市横琴豆蔻路36号2栋405室

丙方：张昊任（“实际控制人”或“创始人”）

港澳居民来往内地通行证号：M08570980

丁方1：广东横琴任阳生物科技中心（有限合伙）

统一社会信用代码：91440400MA5381EL69

注册地址：珠海市横琴新区宝华路6号105室-67386（集中办公区）

丁方2：珠海诚真健康科技合伙企业（有限合伙）

统一社会信用代码：91120222MA06B51J8M

注册地址：珠海市横琴上村171号第三层

丁方3：珠海嘉润同创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA06B50R74

注册地址：珠海市横琴新区下村139号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利，但

在首次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司未能上市时自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse)后 12 个月内重新提交首次公开发行股票申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”(包括但不限于第三条第 2 款项下之董事提名权)、第四条“反稀释”下除第 (c) 项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利(前述权利与第八条“回购权”，统称“特殊股东权利”)，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、

或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：北京水木东方医用机器人技术创新中心有限公司 (盖章)



执行事务合伙人/法定代表人授权代表 (签字):

A handwritten signature in black ink, appearing to be "Zhang" followed by a stylized surname.

日期: 2025 年 5 月 30 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

日期： 2025年 5月 30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：2025年5月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表(签字): 

日期: 2025年5月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年5月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年5月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方4：珠海嘉润合创科技发展有限公司(有限合伙) (盖章)

法定代表人或授权代表 (签字)



日期：2025年5月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5: 珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字): 于莉莉

日期: 2025 年 5 月 30 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年5月30日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年 5 月【30】日在北京市海淀区签署:

甲方: 珠海泰科麦迪科技发展中心(有限合伙)(“泰科麦迪”)

统一社会信用代码: 91120222MA06B5P484

执行事务合伙人/法定代表人: 万继峰

注册地址: 珠海市横琴三塘村 76 号第六层

乙方: 真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码: 91110108MA01ATF74Y

法定代表人: 张昊任

注册地址: 珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方: 张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号: M08570980

丁方 1: 广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码: 91440400MA5381EL69

注册地址: 珠海市横琴新区宝华路 6 号 105 室-67386 (集中办公区)

丁方 2: 珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码: 91120222MA06B51J8M

注册地址: 珠海市横琴上村 171 号第三层

丁方 3: 珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码: 91120222MA06B50R74

注册地址: 珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的的义务主体。如乙方为该等回购权或类似权利的的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：珠海泰科麦迪科技发展中心（有限合伙）（盖章）



执行事务合伙人/法定代表人授权代表（签字）：

万继峰

日期：2015年5月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司(盖章)



法定代表人或授权代表（签字）：

日期： 2015 年 5 月 30 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：2015 年 5 月 30 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1：广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025 年 5 月 30 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2: 珠海诚真健康科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2015 年 5 月 30 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年5月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025 年 5 月 30 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5: 珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025 年 5 月 30 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025 年 5 月 30 日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年 5 月【20】日在北京市海淀区签署:

甲方:欣慧润康(珠海横琴)投资咨询中心(有限合伙)(“欣慧润康”)

统一社会信用代码:91440400MA56YQ374F

执行事务合伙人/法定代表人:张昊任

注册地址:珠海市横琴新区宝华路 6 号 105 室-75453 (集中办公区)

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:张昊任

注册地址:珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方 1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路 6 号 105 室-67386 (集中办公区)

丁方 2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村 171 号第三层

丁方 3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址:珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前投资指引》的要求），经各方友好协商，同意

调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第四条** 各方一致同意，甲方在《股东协议》第二条第2款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第2款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第4.2章《首次公开招股前投资指引》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。  
（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：欣慧润康(珠海横琴)投资咨询中心(有限合伙)(盖章)



执行事务合伙人/法定代表人授权代表(签字):

A handwritten signature in black ink, appearing to be "张某某".

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be "张某某" (Zhang Maimai).

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5: 珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):  于莉莉

日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6: 珠海嘉润新创科技发展合伙企业(有限合伙)(盖章)

法定代表人或授权代表(签字):



日期: \_\_\_\_年\_\_月\_\_日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【6】月【6】日在北京市海淀区签署:

甲方:北京京安泰科技发展有限公司(“京安泰”)

统一社会信用代码:91110107MA006R6Q46

执行事务合伙人/法定代表人:陈齐

注册地址:北京市石景山区实兴大街 30 号院 3 号楼 2 层 A-2215 房间

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:张昊任

注册地址:珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方 1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路 6 号 105 室-67386(集中办公区)

丁方 2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村 171 号第三层

丁方 3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址:珠海市横琴新区下村 139 号第三层



丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求**创始股东**履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司**递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效**，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求**创始股东**履行回购义务的权利，要求**创始股东**履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利，但

在首次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司未能上市时自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse)后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、

或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)



甲方：北京安泰科技发展有限公司（盖章）

执行事务合伙人/法定代表人授权代表（签字）：

日期：2025年6月6日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

张俊华

日期：2025年6月4日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：2025年6月6日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1：广东横琴任阳生物科技中心（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年6月4日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年6月4日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



张俊华

日期：2025年6月4日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025 年 6 月 4 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：

于莉莉

日期：2025年6月4日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期： 2025 年 06 月 04 日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【6】月【9】日在北京市海淀区签署:

甲方: X TECHNOLOGY FUND, L.P. (“X TECHNOLOGY”)

商业登记号码: 670838921526

执行事务合伙人/法定代表人: 陈冠华

注册地址: Room A-C, 13/F, Infotech Centre, 21 Hung To Road, KT, HKSAR

乙方: 真健康(广东横琴)医疗科技有限公司 (“真健康”、“公司”)

统一社会信用代码: 91110108MA01ATF74Y

法定代表人: 张昊任

注册地址: 珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方: 张昊任 (“实际控制人”或“创始人”)

港澳居民来往内地通行证号: M08570980

丁方 1: 广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码: 91440400MA5381EL69

注册地址: 珠海市横琴新区宝华路 6 号 105 室-67386 (集中办公区)

丁方 2: 珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码: 91120222MA06B51J8M

注册地址: 珠海市横琴上村 171 号第三层

丁方 3: 珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码: 91120222MA06B50R74

注册地址: 珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的的义务主体。如乙方为该等回购权或类似权利的的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第四条** 各方一致同意，甲方在《股东协议》第二条第2款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第2款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第4.2章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：X TECHNOLOGY FUND, L.P. (盖章)

*For and on behalf of*  
X TECHNOLOGY FUND, L.P.  
BY: X TECH MANAGEMENT, L.P., its general partner  
BY: X TECH HOLDINGS LTD., its general partner



Authorized Signature(s)

执行事务合伙人/法定代表人授权代表 (签字):

日期: 2015年 6月 9日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be '张其华', is written over the red seal.

日期：2015年6月9日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：2025年6月7日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙)(盖章)

法定代表人或授权代表(签字):



日期: 2025 年 6 月 9 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2015年6月9日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年6月9日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025 年 6 月 9 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2015年6月9日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2015年6月9日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【6】月【16】日在北京市海淀区签署:

甲方:北京新动能科技创新基金(有限合伙)(“北京新动能”)

统一社会信用代码:91110106MA01NEF07A

执行事务合伙人/法定代表人:崔继红

注册地址:北京市丰台区万丰路 318 号院 3 号楼 2 层 01 室

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:张昊任

注册地址:珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方 1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路 6 号 105 室-67386 (集中办公区)

丁方 2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村 171 号第三层

丁方 3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址:珠海市横琴新区下村 139 号第三层



丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首次公开发行股票申请被拒绝、退回，

以及因为其他原因导致公司未能上市时自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse) 后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或

要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：【】(盖章)



执行事务合伙人/法定代表人授权代表(签字):

A handwritten signature in black ink, appearing to be "李强" (Li Qiang).

日期: 2025 年 6 月 16 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

张安强

日期：2025年6月16日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

\_\_\_\_\_  
张昊任 

日期：2025年6月16日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙)(盖章)

法定代表人或授权代表 (签字):



日期: 2025 年 6 月 16 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025 年 6 月 16 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年6月16日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2015年6月16日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期：2025 年 6 月 16 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6: 珠海嘉润新创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025 年 6 月 16 日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【6】月【16】日在北京市海淀区签署:

甲方: 青岛荣昱创业投资基金合伙企业(有限合伙) (“青岛荣昱”)  
统一社会信用代码: 91370211MACM9WPR5C  
执行事务合伙人/法定代表人: 汤睿  
注册地址: 山东省青岛市黄岛区隐珠街道朝阳山路 385 号综合楼 306-5 室

乙方: 真健康(广东横琴)医疗科技有限公司 (“真健康”、“公司”)  
统一社会信用代码: 91110108MA01ATF74Y  
法定代表人: 张昊任  
注册地址: 珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方: 张昊任 (“实际控制人”或“创始人”)  
港澳居民来往内地通行证号: M08570980

丁方 1: 广东横琴任阳生物科技中心(有限合伙)  
统一社会信用代码: 91440400MA5381EL69  
注册地址: 珠海市横琴新区宝华路 6 号 105 室-67386 (集中办公区)

丁方 2: 珠海诚真健康科技合伙企业(有限合伙)  
统一社会信用代码: 91120222MA06B51J8M  
注册地址: 珠海市横琴上村 171 号第三层

丁方 3: 珠海嘉润同创科技发展合伙企业(有限合伙)  
统一社会信用代码: 91120222MA06B50R74  
注册地址: 珠海市横琴新区下村 139 号第三层



丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首次公开发行股票申请被拒绝、退回，

以及因为其他原因导致公司未能上市时自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse) 后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或

要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：【】(盖章)



执行事务合伙人/法定代表人授权代表(签字):

A handwritten signature in black ink, appearing to be "沈峰" (Shen Feng).

日期: 2025 年 6 月 16 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

张俊伟

日期：2025年6月16日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

\_\_\_\_\_  
张昊任 

日期： 2025 年 6 月 16 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙)(盖章)

法定代表人或授权代表(签字):

A red circular seal of Guangdong Hengqin Renyang Biotech Center (Limited Partnership) is stamped over the signature line. The seal contains the company name in Chinese and English, and a central emblem. A handwritten signature in black ink is written over the seal.

日期: 2025年6月16日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2: 珠海诚真健康科技合伙企业(有限合伙)(盖章)

法定代表人或授权代表(签字):



日期: 2015 年 6 月 16 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



张发伟

日期：2025 年 6 月 16 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4：珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025年6月16日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2015 年 6 月 16 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年6月16日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【6】月【20】日在北京市海淀区签署:

甲方:景得(广州)股权投资合伙企业(有限合伙)(“景得广州”)  
统一社会信用代码:91440101MA5CK6NW0U  
执行事务合伙人/法定代表人:HO KYUNG SHIK  
注册地址:广州市黄埔区(中新广州知识城)亿创街1号406房之435

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)  
统一社会信用代码:91110108MA01ATF74Y  
法定代表人:张昊任  
注册地址:珠海市横琴豆蔻路36号2栋405室

丙方:张昊任(“实际控制人”或“创始人”)  
港澳居民来往内地通行证号:M08570980

丁方1:广东横琴任阳生物科技中心(有限合伙)  
统一社会信用代码:91440400MA5381EL69  
注册地址:珠海市横琴新区宝华路6号105室-67386(集中办公区)

丁方2:珠海诚真健康科技合伙企业(有限合伙)  
统一社会信用代码:91120222MA06B51J8M  
注册地址:珠海市横琴上村171号第三层

丁方3:珠海嘉润同创科技发展合伙企业(有限合伙)  
统一社会信用代码:91120222MA06B50R74  
注册地址:珠海市横琴新区下村139号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首

次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司未能上市时自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse) 后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、

或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，除本协议另有约定外，不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：景得（广州）股权投资合伙企业（有限合伙）（盖章）



执行事务合伙人/法定代表人授权代表（签字）：

A handwritten signature in black ink, appearing to be a stylized name.

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

日期：2025年6月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：2015年6月20日



(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字):



*[Handwritten signature]*

日期: 2025年 6月 20日

*[Handwritten signature]*

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：

日期：2025年6月20日



*[Handwritten signature]*

*[Handwritten signature]*

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方3：珠海嘉润同创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



*[Handwritten signature]*

日期: 2025年 6月 20 日

*[Handwritten signature]*

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展有限公司(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2015年 6月20日

A handwritten signature in black ink, appearing to be 'Zhuo' or similar, is written to the right of the date.

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：

日期：2015年 6月 20日



(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）

日期：2015年6月20日



*[Handwritten signature]*  
*[Handwritten signature]*



## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【6】月【20】日在北京市海淀区签署:

甲方:韩投(张家港)股权投资合伙企业(有限合伙)(“韩投张家港”)  
统一社会信用代码:91320000MA20LUXB73  
执行事务合伙人:HO KYUNG SHIK  
注册地址:苏州市张家港市杨舍镇华昌路 188 号沙洲湖科创园 D 幢 809 室

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)  
统一社会信用代码:91110108MA01ATF74Y  
法定代表人:张昊任  
注册地址:珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方:张昊任(“实际控制人”或“创始人”)  
港澳居民来往内地通行证号:M08570980

丁方 1:广东横琴任阳生物科技中心(有限合伙)  
统一社会信用代码:91440400MA5381EL69  
注册地址:珠海市横琴新区宝华路 6 号 105 室-67386(集中办公区)

丁方 2:珠海诚真健康科技合伙企业(有限合伙)  
统一社会信用代码:91120222MA06B51J8M  
注册地址:珠海市横琴上村 171 号第三层

丁方 3:珠海嘉润同创科技发展合伙企业(有限合伙)  
统一社会信用代码:91120222MA06B50R74  
注册地址:珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的的义务主体。如乙方为该等回购权或类似权利的的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首

次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司未能上市时自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse) 后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、

或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，除本协议另有约定外，不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)



甲方：韩投（张家港）股权投资合伙企业（有限合伙）（盖章）

执行事务合伙人/法定代表人授权代表（签字）：

A handwritten signature in black ink, consisting of stylized Chinese characters.

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

日期：2025年6月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：2015年6月20日



(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025年 6月20日

A large, stylized handwritten signature in black ink.

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年6月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2015年6月20日

A large, stylized handwritten signature in black ink, likely belonging to the legal representative or authorized representative of the company mentioned above.

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2015年 6月20日

A large, stylized handwritten signature in black ink is written on the right side of the page.

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5: 珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字)



日期: 2015年 6月 20日

A large, stylized handwritten signature in black ink, which appears to be '于莉莉' (Yu Lili), is written on the page.

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2015年6月20日

A large, stylized handwritten signature in black ink, consisting of several fluid, connected strokes.



## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》（以下简称“本协议”）由以下各方于2025年【7】月【4】日在北京市海淀区签署：

甲方：北京东升博展科技发展有限公司（“东升博展”）  
统一社会信用代码：911101087400590913  
执行事务合伙人/法定代表人：卢维维  
注册地址：北京市海淀区西小口路66号中关村东升科技园B区2号楼地下一层103室

乙方：真健康（广东横琴）医疗科技有限公司（“真健康”、“公司”）  
统一社会信用代码：91110108MA01ATF74Y  
法定代表人：张昊任  
注册地址：珠海市横琴豆蔻路36号2栋405室

丙方：张昊任（“实际控制人”或“创始人”）  
港澳居民来往内地通行证号：M08570980

丁方1：广东横琴任阳生物科技中心（有限合伙）  
统一社会信用代码：91440400MA5381EL69  
注册地址：珠海市横琴新区宝华路6号105室-67386（集中办公区）

丁方2：珠海诚真健康科技合伙企业（有限合伙）  
统一社会信用代码：91120222MA06B51J8M  
注册地址：珠海市横琴上村171号第三层

丁方3：珠海嘉润同创科技发展合伙企业（有限合伙）  
统一社会信用代码：91120222MA06B50R74



注册地址：珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请

人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第 2 款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求**创始股东**履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H 股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求**创始股东**履行回购义务的权利，要求**创始股东**履行现金补

偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司未能上市时自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse)后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上

市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：北京东升博展科技发展有限公司 (盖章)



执行事务合伙人/法定代表人授权代表 (签字):

A handwritten signature in black ink, appearing to be "于明".

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be the name of the legal representative or authorized representative.

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

\_\_\_\_\_  
张昊任 

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技企业(有限合伙) (盖章)

法定代表人或授权代表 (签字)：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字)：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》（以下简称“本协议”）由以下各方于2025年【7】月【4】日在北京市海淀区签署：

甲方：深圳瑞昇股权投资基金合伙企业有限合伙（“深圳瑞昇”）

统一社会信用代码：91440300MA5DAQQH8F

执行事务合伙人/法定代表人：李雪莹

注册地址：深圳市前海深港合作区南山街道梦海大道 5033 号前海卓越金融中心（一期）8 号楼 708I

乙方：真健康（广东横琴）医疗科技有限公司（“真健康”、“公司”）

统一社会信用代码：91110108MA01ATF74Y

法定代表人：张昊任

注册地址：珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方：张昊任（“实际控制人”或“创始人”）

港澳居民来往内地通行证号：M08570980

丁方 1：广东横琴任阳生物科技中心（有限合伙）

统一社会信用代码：91440400MA5381EL69

注册地址：珠海市横琴新区宝华路 6 号 105 室-67386（集中办公区）

丁方 2：珠海诚真健康科技合伙企业（有限合伙）

统一社会信用代码：91120222MA06B51J8M

注册地址：珠海市横琴上村 171 号第三层

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA06B50R74

注册地址：珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请

人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第 2 款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求**创始股东**履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H 股）申请之日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补

偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司未能上市时自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse)后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上

市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：深圳瑞昇股权投资基金合伙企业有限合伙 (盖章)

执行事务合伙人/法定代表人授权代表 (签字):



日期：2025 年 7 月 4 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be '张某某' (Zhang Maimai).

日期：2025年7月4日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

\_\_\_\_\_  
张昊任 

日期：2025年7月4日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1：广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字)：



日期：2025年7月4日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025 年 7 月 4 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年7月4日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4：珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字)：



A handwritten signature in black ink, appearing to be 'Zhang Zhen' (张震), written over the red stamp.

日期：2025年7月4日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字)：



于莉莉

日期：2025 年 7 月 4 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年7月4日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【7】月【9】日在北京市海淀区签署:

甲方:北京水木领航创业投资中心(有限合伙)(“水木领航”)

统一社会信用代码:91110302MA0208X86C

执行事务合伙人:吴勇

注册地址:北京市北京经济技术开发区荣华中路10号1幢A座15层1501-1  
(北京自贸试验区高端产业片区亦庄组团)

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:张昊任

注册地址:珠海市横琴豆蔻路36号2栋405室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路6号105室-67386(集中办公区)

丁方2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村171号第三层

丁方3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址：珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请

人指南第 4.2 章《首次公开招股前的投资》的要求)，经各方友好协商，同意调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第 2 款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H 股）申请之日的前一日自动终止且自始无效。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司未能上市时自动恢复效力并视为自始未被终止。为免

生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse) 后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市

之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：北京水木领航创业投资中心（有限合伙）（盖章）



执行事务合伙人或授权代表（签字）

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



日期：\_\_\_\_年\_\_月\_\_日

法定代表人或授权代表（签字）：



(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

\_\_\_\_\_   
张昊任

日期：\_\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技公司(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):

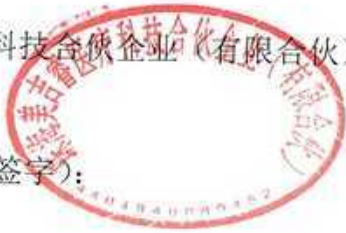


日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5: 珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日



## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【8】月【6】日在北京市海淀区签署:

甲方:珠海华金领越智能制造产业投资基金(有限合伙)(“珠海华金”)

统一社会信用代码:91440400MA4W8JXL01

执行事务合伙人/法定代表人:谢浩

注册地址:珠海市横琴新区宝华路6号105室-26879(集中办公区)

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:张昊任

注册地址:珠海市横琴豆蔻路36号2栋405室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路6号105室-67386(集中办公区)

丁方2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村171号第三层

丁方3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址:珠海市横琴新区下村139号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的的义务主体。如乙方为该等回购权或类似权利的的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首次公开发行股票申请提交后未获得受理、被拒

绝、退回、主动撤回，或者因为其他原因导致公司在未能完成上市时，则自动恢复效力并视为自始未被终止。

为免生疑，(1) 其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力；(2) 以及前述上市审批过程中申请失效(lapse) 后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第(c)项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、

或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或基于公司上市已获得相关主管机关核准的情况下，按香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：珠海华金领越智能制造产业投资基金(有限合伙)(盖章)



执行事务合伙人/法定代表人授权代表(签字):

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2：珠海诚真健康科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字)



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4：珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：

于莉莉

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6: 珠海嘉润新创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: \_\_\_\_年\_\_月\_\_日



## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》（“本协议”）由以下各方于 2025 年【 8】月【 20】日在北京市海淀区签署：

甲方：东融壹号（珠海横琴）股权投资合伙企业（有限合伙）（“东融壹号”）

统一社会信用代码：91440400MACCTP1P7J

执行事务合伙人委派代表：许中超

注册地址：珠海市横琴新区琴朗道 91 号 17 楼 049

乙方：真健康（广东横琴）医疗科技有限公司（“真健康”、“公司”）

统一社会信用代码：91110108MA01ATF74Y

法定代表人：张昊任

注册地址：珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方：张昊任（“实际控制人”或“创始人”）

港澳居民来往内地通行证号：M08570980

丁方 1：广东横琴任阳生物科技中心（有限合伙）

统一社会信用代码：91440400MA5381EL69

注册地址：珠海市横琴新区宝华路 6 号 105 室-67386（集中办公区）

丁方 2：珠海诚真健康科技合伙企业（有限合伙）

统一社会信用代码：91120222MA06B51J8M

注册地址：珠海市横琴港澳大道 868 号市民服务中心 2 号楼政务服务中心 114 室-1249（集中办公区）

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA06B50R74

注册地址：珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以调整甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利，具体调整如下：

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司股票未能在香港联交所

完成合格上市时（以孰早者为准）自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所完成合格上市之日起彻底终止且不可恢复效力；以及前述上市审批过程中申请失效后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司股票于香港联交所完成合格上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 乙方、丙方及丁方共同确认，截至本协议签署之日，不存在任何公司股东主张或曾主张《股东协议》项下回购权、反稀释权，或类似协议中与《股东协议》前述条款相同或类似的其他权利（“暂停行使权利”）的情形；甲方确认，截至本协议签署之日，其不存在主张或曾主张暂停行使权利的情形。各方一致同意，在不存在任何其他公司股东行使暂停行使权利的前提下，就本协议签署之日前已触发（如有）或于本协议签署之日及之后可能触发的暂停行使权利的情形，甲方自本协议签署之日起不会主张该等暂停行使权利；但在公司首次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司股票未能于香港联交所完成合格上市时（以孰早者为准），甲方仍可以继续主张该等暂停行使权利（包括根据前述已触发或可能触发之情形主张该等权利），但根据本协议第一条和第二条终止的权利除外。

**第六条** 各方一致确认，公司完成香港联交所上市属于《股东协议》下的合

格上市。如根据香港联交所、香港证监会或中国证监会或其他有关监管机构及/或前述机构的审核人员的意见，需要对《股东协议》或类似协议、本协议进行进一步修改、调整，甲方同意根据届时的审核政策及实际情况与各方协商，并经各方协商一致后签署相关法律文件。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》或类似协议的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：东融壹号(珠海横琴)股权投资合伙企业(有限合伙)(盖章)



执行事务合伙人委派代表(签字):

许仲超

日期: 2025 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴医疗科技有限公司）（盖章）



法定代表人（签字）：

日期： 2015 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

\_\_\_\_\_  
张昊任 

日期： 2025 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025年8月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2: 珠海诚真健康科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4：珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期： 2025 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5: 珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025年8月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6: 珠海嘉润新创科技发展合伙企业(有限合伙)(盖章)

法定代表人或授权代表(签字):



日期: 2025年8月20日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【8】月【30】日在北京市海淀区签署:

甲方 1: 北京高榕四期康腾股权投资合伙企业(有限合伙)

统一社会信用代码: 91110111MA01MGN40E

执行事务合伙人: 北京高榕资本管理咨询有限公司

注册地址: 北京市房山区长沟镇金元大街 1 号北京基金小镇大厦 C 座 175

甲方 2: 成都市天府新区高榕四期康永投资合伙企业(有限合伙)

统一社会信用代码: 91510100MA664P5A7P

执行事务合伙人: 西藏榕康投资管理有限公司

注册地址: 中国(四川)自由贸易试验区天府新区万安街道麓山大道二段 18 号附 2 号 4 栋 1 层 1 号

乙方: 真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码: 91110108MA01ATF74Y

法定代表人: 张昊任

注册地址: 珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方: 张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号: M08570980

丁方 1: 广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码: 91440400MA5381EL69

注册地址: 珠海市横琴新区宝华路 6 号 105 室-67386(集中办公区)

丁方 2: 珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码：91120222MA06B51J8M

注册地址：珠海市横琴上村 171 号第三层

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA06B50R74

注册地址：珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

甲方 1、甲方 2 合称为“甲方”；丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“初始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所

有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第4.2章《首次公开招股前的投资》的要求），经各方友好协商，同意调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告（以下简称“股改审计报告”）出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的权利，均自股改审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自本条上述终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创

始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的权利，均自公司递交首次公开发行境外上市外资股（H股）申请（以下简称“上市申请”）之日的前一日自动终止且自始无效。自本条上述终止之日起，甲方不再享有要求创始股东履行回购义务的权利、要求创始股东履行现金补偿的反稀释权以及类似协议中与《股东协议》前述条款相同或类似的权利。尽管有如上约定，如在递交上市申请之日后公司的上市申请被撤回、拒绝、否决、退回，或者因为任何其他原因导致公司未能完成上市（合称为“恢复事件”），则依据本条上述约定而终止的各项权利应在任一恢复事件发生时自动恢复效力并视为自始未被终止。为免生疑，如公司的上市申请在上市审批过程中失效(lapse)且公司又于其上市申请失效后的12个月内重新提交了上市申请，则上述申请失效自公司重新提交上市申请之日起不再构成恢复事件。无论本条是否有任何相反约定，本条项下各项权利应于公司股票于香港联交所上市之时起彻底终止且不可恢复效力。

**第四条** 各方一致同意，甲方在《股东协议》第二条第2款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第2款项下之董事提名权）、第四条“反稀释”下除第(c)项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的权利，均自公司股票于香港联交所上市之时起自动终止。自本条上述终止之日起，甲方不再享有特殊股东权利以及类似协议中与《股东协议》前述条款相同或类似的权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，就其自身而言未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的权利的情形（但甲方依据《股东协议》行使其表决权、知情权的除外），且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各

方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司股票于香港联交所上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司股票于香港联交所上市之时自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖该方公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖该方公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式十份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方 1：北京高榕四期康腾股权投资合伙企业（有限合伙）（盖章）



执行事务合伙人委派代表或授权代表（签字）：

甲方 2：成都市天府新区高榕四期康永投资合伙企业（有限合伙）（盖章）



执行事务合伙人委派代表或授权代表（签字）：

日期：2025 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

*Zhen Jian Kang*

日期：2025年8月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

\_\_\_\_\_  
张昊任 

日期：2025年8月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

执行事务合伙人或授权代表 (签字):



日期: 2025 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2: 珠海诚真健康科技合伙企业(有限合伙) (盖章)

执行事务合伙人或授权代表 (签字):



日期: 2025 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

执行事务合伙人或授权代表（签字）：



日期：2015年8月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

执行事务合伙人或授权代表 (签字):



日期: 2025 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

执行事务合伙人或授权代表 (签字):

于莉莉

日期：2025 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

执行事务合伙人或授权代表（签字）：



日期：2025 年 8 月 20 日



## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》（“本协议”）由以下各方于 2025 年【 8 】月【 20 】日在北京市海淀区签署：

甲方：横琴粤澳深度合作区产业投资基金（有限合伙）（“横琴产投”）

统一社会信用代码：91440400MACQ6YJE34

执行事务合伙人委派代表：许中超

注册地址：珠海市横琴宝兴路 49-59 号 3 楼 306 室

乙方：真健康（广东横琴）医疗科技有限公司（“真健康”、“公司”）

统一社会信用代码：91110108MA01ATF74Y

法定代表人：张昊任

注册地址：珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方：张昊任（“实际控制人”或“创始人”）

港澳居民来往内地通行证号：M08570980

丁方 1：广东横琴任阳生物科技中心（有限合伙）

统一社会信用代码：91440400MA5381EL69

注册地址：珠海市横琴新区宝华路 6 号 105 室-67386（集中办公区）

丁方 2：珠海诚真健康科技合伙企业（有限合伙）

统一社会信用代码：91120222MA06B51J8M

注册地址：珠海市横琴港澳大道 868 号市民服务中心 2 号楼政务服务中心 114 室-1249（集中办公区）

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA06B50R74

注册地址：珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以调整甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利，具体调整如下：

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司股票未能于香港联交所

完成合格上市时（以孰早者为准）自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所完成合格上市之日起彻底终止且不可恢复效力；以及前述上市审批过程中申请失效后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司股票于香港联交所完成合格上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 乙方、丙方及丁方共同确认，截至本协议签署之日，不存在任何公司股东主张或曾主张《股东协议》项下回购权、反稀释权，或类似协议中与《股东协议》前述条款相同或类似的其他权利（“暂停行使权利”）的情形；甲方确认，截至本协议签署之日，其不存在主张或曾主张暂停行使权利的情形。各方一致同意，在不存在任何其他公司股东行使暂停行使权利的前提下，就本协议签署之日前已触发（如有）或于本协议签署之日及之后可能触发的暂停行使权利的情形，甲方自本协议签署之日起不会主张该等暂停行使权利；但在公司首次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司股票未能于香港联交所完成合格上市时（以孰早者为准），甲方仍可以继续主张该等暂停行使权利（包括根据前述已触发或可能触发之情形主张该等权利），但根据本协议第一条和第二条终止的权利除外。

**第六条** 各方一致确认，公司完成香港联交所上市属于《股东协议》下的合

格上市。如根据香港联交所、香港证监会或中国证监会或其他有关监管机构及/或前述机构的审核人员的意见，需要对《股东协议》或类似协议、本协议进行进一步修改、调整，甲方同意根据届时的审核政策及实际情况与各方协商，并经各方协商一致后签署相关法律文件。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》或类似协议的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)



甲方：横琴粤澳深度合作区产业投资基金（有限合伙）（盖章）

执行事务合伙人（签字）：

许中廷

日期：2025年8月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人（签字）：

张发强

日期：2025年8月30日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

\_\_\_\_\_  
张昊任 

日期：2025年8月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025年 8月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2: 珠海诚真健康科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2015 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2015 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025 年 8 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



于莉莉

日期：2025年8月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年8月20日





## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》（“本协议”）由以下各方于 2025 年【11】月【16】日在北京市海淀区签署：

甲方：横琴深合产业投资有限公司

统一社会信用代码：91440400MAD36FJU35

注册地址：广东省横琴粤澳深度合作区宝兴路 49-59 号 201

乙方：广东真健康医疗科技开发股份有限公司（“真健康”、“公司”）

统一社会信用代码：91110108MA01ATF74Y

法定代表人：陈妙婷

注册地址：珠海市横琴新区环岛东路 1889 号 9 栋第一层 101 室

丙方：张昊任（“实际控制人”或“创始人”）

港澳居民来往内地通行证号：M08570980

丁方 1：广东横琴任阳生物科技中心（有限合伙）

统一社会信用代码：91440400MA5381EL69

注册地址：珠海市横琴新区宝华路 6 号 105 室-67386（集中办公区）

丁方 2：珠海诚真健康科技合伙企业（有限合伙）

统一社会信用代码：91120222MA06B51J8M

注册地址：珠海市横琴港澳大道 868 号市民服务中心 2 号楼政务服务中心 114 室-1249（集中办公区）

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA06B50R74

注册地址：珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调整《股东协议》的部分内容以调整甲方在《股东协议》或其他类似协议、安排

(如有)中的特殊股东权利,具体调整如下:

有鉴于此,各方经协商一致,就终止甲方享有的特殊股东权利条款事宜,签署本协议,以兹共同遵守。

**第一条** 各方确认,乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程(如有,以下统称“类似协议”)项下甲方享有的回购权或类似权利的的义务主体。如乙方为该等回购权或类似权利的的义务主体,或需就相关义务主体的回购义务承担连带保证责任的,乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效,在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意,甲方在《股东协议》第四条“反稀释”第2款第(c)项下要求乙方以现金补偿方式履行补偿义务的反稀释权(以下简称“现金补偿的反稀释权”),以及类似协议中与《股东协议》前述条款相同或类似的其他权利,均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效,在任何条件下不再恢复其法律效力。自终止之日起,甲方不再享有要求乙方履行现金补偿的反稀释权,类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意,甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利,以及类似协议中与《股东协议》前述条款相同或类似的其他权利,均自公司递交首次公开发行境外上市外资股(H股)申请之日的前一日自动终止。自终止之日起,甲方不再享有要求创始股东履行回购义务的权利,类似协议中与《股东协议》前述条款相同或类似的其他权利,但在首次公开发行股票申请被拒绝、退回,以及因为其他原因导致公司股票未能于香港联交所完成合格上市时(以孰早者为准)自动恢复效力并视为自始未被终止。为免生疑,

其应于公司股票于香港联交所完成合格上市之日起彻底终止且不可恢复效力；以及前述上市审批过程中申请失效后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司股票于香港联交所完成合格上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 乙方、丙方及丁方共同确认，截至本协议签署之日，不存在任何公司股东主张或曾主张《股东协议》项下回购权、反稀释权，或类似协议中与《股东协议》前述条款相同或类似的其他权利（“暂停行使权利”）的情形。甲方确认，截至本协议签署之日，其不存在主张或曾主张暂停行使权利的情形。各方一致同意，在不存在任何其他公司股东行使暂停行使权利的前提下，就本协议签署之日前已触发（如有）或于本协议签署之日及之后可能触发的暂停行使权利的情形，甲方自本协议签署之日起不会主张该等暂停行使权利。但在公司首次公开发行股票申请被拒绝、退回，以及因为其他原因导致公司股票未能于香港联交所完成合格上市时（以孰早者为准），甲方仍可以继续主张该等暂停行使权利（包括根据前述已触发或可能触发之情形主张该等权利），但根据本协议第一条和第二条终止的权利除外。

**第六条** 各方一致确认，公司完成香港联交所上市属于《股东协议》下的合格上市。如根据香港联交所、香港证监会或中国证监会或其他有关监管机构及/

或前述机构的审核人员的意见，需要对《股东协议》或类似协议、本协议进行进一步修改、调整，甲方同意根据届时的审核政策及实际情况与各方协商，并经各方协商一致后签署相关法律文件。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》或类似协议的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式十份，甲方执贰份，其余方各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)



甲方：横琴深合产业投资有限公司

法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be '李婷婷' (Li Tingting).

日期：2015年11月26日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方： (盖章)

法定代表人(签字):

陈妙婷

日期: 2025年11月26日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：2025年11月26日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: 2025 年 11 月 26 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方2：珠海诚真健康科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字)：



日期：2025年11月26日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方3: 珠海嘉润同创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表(签字):  孙发强

日期: 2015年11月26日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表(签字):



日期: 2025 年 11 月 26 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字) 丁莉莉

日期：2025年11月26日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：

日期：2025年11月26日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【9】月【17】日在北京市海淀区签署:

甲方: 珠海横琴金投创业投资基金合伙企业(有限合伙)(“横琴金投”)

统一社会信用代码: 91440400MA55FXJ2XA

执行事务合伙人/法定代表人: 赵亮

注册地址: 珠海市横琴新区宝华路 6 号 105 室-71013 (集中办公区)

乙方: 真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码: 91110108MA01ATF74Y

法定代表人: 张昊任

注册地址: 珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方: 张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号: M08570980

丁方 1: 广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码: 91440400MA5381EL69

注册地址: 珠海市横琴新区宝华路 6 号 105 室-67386 (集中办公区)

丁方 2: 珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码: 91120222MA06B51J8M

注册地址: 珠海市横琴上村 171 号第三层

丁方 3: 珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码: 91120222MA06B50R74

注册地址: 珠海市横琴新区下村 139 号第三层



丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

**鉴于：**

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权的义务主体。如乙方为该等回购权的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同的其他权利。

**第四条** 各方一致同意，甲方在《股东协议》第二条第2款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第2款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同的其他权利，均应根据联交所上市规则及香港联交所新上市申请人指南第4.2章《首次公开招股前的投资》的要求自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第4.2章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或基于公司上市已获得相关主管机关核准的情况下，按香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止。

**第七条** 如发生以下任一情形：（1）公司 H 股上市申请被撤回、失效或被相关有权审批机关退回材料且未能在十二（12）个月内或各方协商一致同意的其他期限内再次提交或者追加补充申请；（2）公司 H 股上市被相关有权审批机关否决，前述第（1）项、第（2）项情形发生之日（孰早之日为“恢复日”），本协议第三条约定的于递交 H 股上市申请文件前自动终止的条款和安排自恢复日自动恢复效力，且该等恢复具有追溯力并视同该等条款和安排从未失效或被放弃。

**第八条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第九条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第十条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十一条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：珠海横琴金投创业投资基金合伙企业（有限合伙）（盖章）

执行事务合伙人/法定代表人授权代表（签字）：



日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：真健康（广东横琴）医疗科技有限公司（盖章）



法定代表人或授权代表（签字）：

*张宏伟*

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
\_\_\_\_\_  
张昊任

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技公司(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方2: 珠海诚真健康科技合伙企业(有限合伙)(盖章)

法定代表人或授权代表(签字):



*[Handwritten signature]*

日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



*[Handwritten signature]*

日期：\_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



日期: \_\_\_\_年\_\_月\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：于莉莉

日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：\_\_\_\_年\_\_月\_\_日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》（以下简称“本协议”）由以下各方于2025年【10】月【10】日在北京市海淀区签署：

甲方：太平（深圳）医疗健康产业私募股权投资基金合伙企业（有限合伙）  
（“甲方”）

统一社会信用代码：91440300MA5H14B756

执行事务合伙人/法定代表人：吴松

注册地址：深圳市福田区莲花街道福新社区益田路6001号太平金融大厦3806

乙方：真健康（广东横琴）医疗科技有限公司（“乙方”或“公司”）

统一社会信用代码：91110108MA01ATF74Y

法定代表人：张昊任

注册地址：珠海市横琴豆蔻路36号2栋405室

丙方：张昊任

港澳居民来往内地通行证号：M08570980

丁方1：广东横琴任阳生物科技中心（有限合伙）

统一社会信用代码：91440400MA5381EL69

注册地址：珠海市横琴新区宝华路6号105室-67386（集中办公区）

丁方2：珠海诚真健康科技合伙企业（有限合伙）

统一社会信用代码：91120222MA06B51J8M

注册地址：珠海市横琴上村171号第三层

丁方3：珠海嘉润同创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA06B50R74

注册地址：珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABNYN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”；丙方与丁方合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

鉴于：

1、甲方与乙方、丙方、丁方及其他方于 2025 年 1 月 23 日共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括

香港联交所证券上市规则（以下简称“**联交所上市规则**”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意根据本协议的约定调整《股东协议》的部分内容以终止甲方在《股东协议》中的相关特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“**类似协议**”）项下乙方对甲方负有的回购义务或类似义务或需就相关义务主体的回购义务承担连带保证责任的义务，应自公司整体变更为股份有限公司相关的审计报告出具日的前一日自动终止且自始无效。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第 2 款第 (c) 项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“**现金补偿的反稀释权**”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，或类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H 股）申请之日的前一日自动终止且自始无效。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利或类似协议中与《股东协议》前述条款相同或类似的其他权利。但在首次公开发行股票申请被不予受理、拒绝、退回、终止审查、公司撤回首次公开发行股票申请、中国证监会不予备案，或因为其他原因导致公司最终未能在 2028 年 12 月 31 日前成功在香港联交所完成上市时自动恢复效力并视为自始未

被终止。为免生疑，（1）本条所述权利应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力；（2）前述上市审批过程中申请失效(lapse)后 12 个月内重新提交首次公开发行申请的不构成前述申请被拒绝、退回、或未能上市的情形，但成功完成上市的最终期限不得超过 2028 年 12 月 31 日。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，或类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前投资指引》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，除另有约定外，不再恢复其法律效力。

**第六条** 各方一致同意及确认，本协议的签署在任何情况下均不视为对《股东协议》的全部终止。除本协议提及之条款外，《股东协议》的其他约定的效力和执行不受本协议签署的影响。本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明

确修订和修改外，《股东协议》的所有条款应继续具有完全效力，甲方将按照《中华人民共和国公司法》以及《真健康（广东横琴）医疗科技有限公司章程》（包括目前有效及后续不时的修订）、《股东协议》（包括其后续不时的修订、重述和更新）项下继续有效之条款的规定享有股东权利、履行股东义务。

**第七条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第八条** 本协议中未定义之术语具有《股东协议》中定义的该词汇的相同含义。

**第九条** 截至本协议签署日，本协议构成各方就本协议项下事项达成的完整协议，并取代各方此前关于本协议项下事项所达成的任何协议、谅解备忘录、陈述或其他义务（无论以书面或口头形式，包括各类沟通形式），且本协议（包括其不时的修订和更新）包含了各方就本协议项下事项的唯一和全部协议。

**第十条** 如果本协议中的任何条款由于对其适用的法律而无效或不可强制执行，则该条款应当视为自始不存在而不影响本协议其他条款的有效性，本协议各方应当在合法的范围内协商确定新的条款，以保证最大限度地实现原有条款的意图。

**第十一条** 各方对本协议的任何修改或补充，只有经签署本协议的各方签署书面文件后方可生效。各方对本协议的任何修改及补充文件应视为本协议不可分割的一部分。

**第十二条** 本协议及其附件的条款和细则（包括所有条款、本协议的存在以及修改、变更或终止本协议的法律文件）均属保密信息，且未经其他方的事先书面同意，任何一方不得公布或披露该信息。本保密条款不适用于以下情况：

- (1) 披露给各方的关联方以及该方及其关联方的董事、相关工作人员、专业顾问，但必须告知信息披露的接收方该等信息的保密性并且要求其遵守保密义务；
- (2) 根据相关法律、法规、上市规则、任何监管机关、公司上市相关要求所做的披露。

**第十三条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十四条** 本协议一式九份，甲方、乙方、丙方和丁方各执壹（1）份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：太平（深圳）医疗健康产业私募股权投资基金合伙企业（有限合伙）（盖章）



执行事务合伙人/法定代表人授权代表（签字）：



日期：2025年10月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)



乙方：真健康（广东横琴）医疗科技有限公司（盖章）

法定代表人或授权代表（签字）：



日期：2015 年 10 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：



张昊任

日期：2025 年 10 月 20 日

医  
生  
张  
昊  
任

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任阳生物科技中心(有限合伙) (盖章)

法定代表人或授权代表(签字):



日期: 2025 年 10 月 20 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2015年10月20日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3: 珠海嘉润同创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表(签字):



日期: 2025年10月20日

《本页无正文，为《关于终止特殊权利条款的协议》之签署页》

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）（盖章）



法定代表人或授权代表（签字）：



日期：2025年10月20日

《本页无正文，为《关于终止特殊权利条款的协议》之签署页）

下方5：珠海美吉睿医疗科技合伙企业（有限合伙）（盖章）



法定代表人或授权代表（签字）：



日期：2025年10月20日

（本页无正文，为《关于终止特殊权利条款的协议》之签署页）

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



日期：2025年10月20日

## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年 10 月 23 日在北京市海淀区签署:

甲方:珠海力高贰号股权投资基金合伙企业(有限合伙)(“珠海力高”)

统一社会信用代码:91440407MA55TMTC1U

执行事务合伙人:珠海高科创业投资管理有限公司

注册地址:珠海市高新区唐家湾镇天星五路 159 号 4 栋 301 室

乙方:真健康(广东横琴)医疗科技有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:张昊任

注册地址:珠海市横琴豆蔻路 36 号 2 栋 405 室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方 1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路 6 号 105 室-67386(集中办公区)

丁方 2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村 171 号第三层

丁方 3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址:珠海市横琴新区下村 139 号第三层

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丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

鉴于：

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调

整《股东协议》的部分内容以终止或调整甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权义务或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第（c）项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止且自始无效。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，不再享有要求创始股东履行现金补偿的反稀释权，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，但在首次公开发行股票申请

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被拒绝、退回、撤回，以及因为任何原因导致公司未能完成首次公开发行境外上市外资股（H股）并在香港联交所主板上市，则本条约定的甲方前述权利将自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力；以及前述上市审批过程中因递交申请后6个月内未能完成上市而导致申请自动失效(lapse)后12个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、撤回的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第2款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第2款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上

市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止时自动终止且自始无效，在任何条件下不再恢复法律效力。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字或加盖公司公章（如为公司法人）、执行事务合伙人或授权代表签字或加盖企业公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

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(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：珠海力高贰号股权投资基金合伙企业（有限合伙）（盖章）

执行事务合伙人/法定代表人授权代表（签字）：



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(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方： 广东健康(广州)横琴)医疗科技有限公司 (盖章)

法定代表人或授权代表 (签字):



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(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

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张昊任

Handwritten signature and red fingerprint of Zhang Haoren.

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(本页无正文，为《关于终止特殊权利条款的协议》之签署页)



丁为先生，广东恒宇生物科技股份有限公司（有限合伙）（盖章）

法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be "Ding Wei".

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(本页无正文，为《关于终止特殊权利条款的协议》之签署页)



乙方2：珠海诚真健康科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：

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(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3: 珠海嘉润同创科技发展合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



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(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方4：珠海嘉润合创科技发展合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：



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(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5: 珠海美吉睿医疗科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



于莉莉

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(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6: 珠海嘉润新创科技发展合伙企业(有限合伙)(盖章)

法定代表人或授权代表(签字)



## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年 11 月 25 日在北京市海淀区签署:

甲方:湖州中金启合股权投资合伙企业(有限合伙)(“湖州中金”)

统一社会信用代码:91330501MA2JL3RN0F

执行事务合伙人/法定代表人:钟险

注册地址:浙江省湖州市泊月湾 28 幢 A 座-89

乙方:广东真健康医疗科技开发股份有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:陈妙婷

注册地址:珠海市横琴新区环岛东路 1889 号 9 栋第一层 101 室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方 1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路 6 号 105 室-67386(集中办公区)

丁方 2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村 171 号第三层

丁方 3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址:珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

鉴于：

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》的要求），经各方友好协商，同意调整

《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排（如有）中的特殊股东权利。

有鉴于此，各方经协商一致，就终止甲方享有的特殊股东权利条款事宜，签署本协议，以兹共同遵守。

**第一条** 各方确认，乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程（如有，以下统称“类似协议”）项下甲方享有的回购权或类似权利的义务主体。如乙方为该等回购权或类似权利的义务主体，或需就相关义务主体的回购义务承担连带保证责任的，乙方的回购义务或保证义务应自与公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第二条** 各方一致同意，甲方在《股东协议》第四条“反稀释”第2款第(c)项下要求乙方以现金补偿方式履行补偿义务的反稀释权（以下简称“现金补偿的反稀释权”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司整体变更为股份有限公司相关审计报告出具日的前一日自动终止且自始无效，在任何条件下不再恢复其法律效力。自终止之日起，甲方不再享有要求乙方履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第三条** 各方一致同意，甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司递交首次公开发行境外上市外资股（H股）申请之日的前一日自动终止。自终止之日起，甲方不再享有要求创始股东履行回购义务的权利，要求创始股东履行现金补偿的反稀释权，类似协议中与《股东协议》前述条款相同或类似的其他权利。但在首次公开发行股票申请被拒绝、退回，以及因为

其他原因导致公司未能上市时自动恢复效力并视为自始未被终止。为免生疑，其应于公司股票于香港联交所上市之日起彻底终止且不可恢复效力、以及前述上市审批过程中申请失效(lapse) 后 12 个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、或未能上市的情形。

**第四条** 各方一致同意，甲方在《股东协议》第二条第 2 款“股东权利说明”、第三条“公司治理”（包括但不限于第三条第 2 款项下之董事提名权）、第四条“反稀释”下除第（c）项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利（前述权利与第八条“回购权”，统称“特殊股东权利”），以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第五条** 乙方、丙方及丁方共同确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。如任何其他公司股东享有比甲方更优的权利及待遇的，甲方将自动享有该等更优条件。

**第六条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市。如根据香港联交所、香港证监会或中国证监会或其他有关监管机构及/或前述机构的审核人员的意见，需要对《股东协议》或类似协议、本协议进行进一步修改、调整，甲方同意根据届时的审核政策及实际情况与各方协商，并经各方协商一致后签署相关法律文件。

**第七条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第八条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

**第九条** 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。

**第十条** 本协议一式九份，各执壹份，均具有同等的法律效力。

（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：湖州中金启合股权投资合伙企业（有限合伙）（盖章）



执行事务合伙人/法定代表人授权代表（签字）：

A handwritten signature in black ink, appearing to be a stylized name or initials.

日期：2025年11月25日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：广东真健康医疗科技开发股份有限公司 (盖章)

日期：2025年11月25日



法定代表人或授权代表 (签字): 陈妤婷

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：2025年11月25日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 1: 广东横琴任附金物科技中心(有限合伙) (盖章)

法定代表人或授权代表 (签字):  

日期: 2025 年 11 月 25 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 2: 珠海诚真健康科技合伙企业(有限合伙) (盖章)

法定代表人或授权代表 (签字):



*[Handwritten signature]*

日期: 2015 年 11 月 25 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 3: 珠海嘉润同创科技发展合伙企业(有限合伙) (盖章)

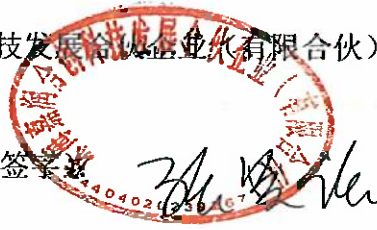
法定代表人或授权代表 (签字): 

日期: 2025 年 11 月 25 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4: 珠海嘉润合创科技发展有限公司(有限合伙) (盖章)

法定代表人或授权代表 (签字)



日期: 2025年11月25日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）（盖章）

法定代表人或授权代表（签字）：于莉莉

日期：2025年11月25日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6: 珠海嘉润新创科技发展有限公司(有限合伙) (盖章)

法定代表人或授权代表(签字):



*[Handwritten signature]*

日期: 2025 年 11 月 25 日



## 关于终止特殊权利条款的协议

本《关于终止特殊权利条款的协议》(以下简称“本协议”)由以下各方于 2025 年【11】月【28】日在北京市海淀区签署:

甲方:横琴粤澳开发投资有限公司(“粤澳投资”)

统一社会信用代码:91440400MADF3K4F3X

执行事务合伙人/法定代表人:方丹军

注册地址:珠海市横琴港澳大道 868 号市民服务中心 2 号楼政务服务中心 114 室-1060 (集中办公区)

乙方:广东真健康医疗科技开发股份有限公司(“真健康”、“公司”)

统一社会信用代码:91110108MA01ATF74Y

法定代表人:陈妙婷

注册地址:珠海市横琴新区环岛东路 1889 号 9 栋第一层 101 室

丙方:张昊任(“实际控制人”或“创始人”)

港澳居民来往内地通行证号:M08570980

丁方 1:广东横琴任阳生物科技中心(有限合伙)

统一社会信用代码:91440400MA5381EL69

注册地址:珠海市横琴新区宝华路 6 号 105 室-67386 (集中办公区)

丁方 2:珠海诚真健康科技合伙企业(有限合伙)

统一社会信用代码:91120222MA06B51J8M

注册地址:珠海市横琴上村 171 号第三层

丁方 3:珠海嘉润同创科技发展合伙企业(有限合伙)

统一社会信用代码:91120222MA06B50R74

注册地址：珠海市横琴新区下村 139 号第三层

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA0784F112

注册地址：珠海市横琴新区下村 139 号第二层

丁方 5：珠海美吉睿医疗科技合伙企业（有限合伙）

统一社会信用代码：91440400MABN4U73

注册地址：珠海市横琴三塘村 60 号第二层

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）

统一社会信用代码：91120222MA077R2T5E

注册地址：珠海市横琴上村 171 号第四层

丁方 1、丁方 2、丁方 3、丁方 4、丁方 5、丁方 6 合称为“丁方”或“管理人股东”；创始人与管理人股东合称为“创始股东”。

上述任何一方单称为“一方”，合称为“各方”。

鉴于：

1、2025 年 1 月 23 日，甲方与乙方、丙方、丁方及其他方共同签署了《真健康（广东横琴）医疗科技有限公司股东协议》（以下简称“《股东协议》”），就甲方在公司享有的特殊股东权利进行了约定。

2、公司拟申请首次公开发行境外上市外资股（H 股）并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市。各方根据相关法律法规和中国证券监督管理委员会（以下简称“中国证监会”）、香港联交所以及香港证券及期货事务监察委员会（以下简称“香港证监会”）及其他主管机关、监管机构与审核机构关于申请首次公开发行境外上市外资股（H 股）的审核或备案要求（包括香港联交所证券上市规则（以下简称“联交所上市规则”）及香港联交所新上市申请

人指南第 4.2 章《首次公开招股前的投资》的要求), 经各方友好协商, 同意调整《股东协议》的部分内容以终止甲方在《股东协议》或其他类似协议、安排(如有)中的特殊股东权利。

有鉴于此, 各方经协商一致, 就终止甲方享有的特殊股东权利条款事宜, 签署本协议, 以兹共同遵守。

**第一条** 各方确认, 乙方并非《股东协议》或甲方与乙方、丙方、丁方及其他相关方中的任一方或多方签署的就甲方投资入股公司相关的全部及任何投资协议、股东协议、股权或债权投资协议或其他关于股东权利或公司股权所享有权利的协议、公司章程(如有, 以下统称“类似协议”)项下甲方享有的回购权的义务主体。如乙方为该等回购权的义务主体或需就相关义务主体的回购义务承担连带保证责任的, 乙方的回购义务或保证义务应自公司递交首次公开发行境外上市外资股(H股)申请之日的前一日自动终止且自始无效, 不再恢复其法律效力。

**第二条** 各方一致同意, 甲方在《股东协议》第四条“反稀释”第 2 款第(c)项下要求乙方以现金补偿方式履行补偿义务的反稀释权(以下简称“现金补偿的反稀释权”), 以及类似协议中与《股东协议》前述条款相同或类似的其他权利, 均自公司递交首次公开发行境外上市外资股(H股)申请之日的前一日自动终止且自始无效, 不再恢复其法律效力。

**第三条** 各方一致同意, 甲方在《股东协议》第八条“回购权”项下的要求创始股东履行回购义务的权利, 以及类似协议中与《股东协议》前述条款相同或类似的其他权利, 均自公司递交首次公开发行境外上市外资股(H股)申请之日的前一日自动终止。自终止之日起, 甲方不再享有要求创始股东履行回购义务的权利, 类似协议中与《股东协议》前述条款相同或类似的其他权利。

**第四条** 因本协议第三条终止的特殊股东权利在发生下列权利恢复事件时恢复: 如上市申请被拒绝、退回、撤回, 则甲方因本协议而终止的第三条的权利立

即自动恢复。为免生疑，前述上市审批过程中申请失效(lapse)后6个月内重新提交首次公开发行申请的不构成本条申请被拒绝、退回、撤回的情形，但失效重新提交申请的事项不得超过三次，即如自第一次提出上市申请之日后发生三次申请失效的，则自发生第三次申请失效之日，因本协议而终止的第三条的权利立即自动恢复。

尽管有上述约定，各方一致同意，公司因任何原因未能在2028年12月31日前完成首次公开发行境外上市外资股(H股)并在香港联交所主板上市的，甲方均有权要求创始股东回购其持有的全部或部分公司股权，创始股东应按照《股东协议》履行相应义务。

**第五条** 各方一致同意，甲方在《股东协议》第二条第2款“股东权利说明”、第三条“公司治理”(包括但不限于第三条第2款项下之董事提名权)、第四条“反稀释”下除第(c)项下要求乙方现金补偿的反稀释权外的其他条款、第五条“股权转让和出售限制”、第六条“优先购买权和优先认购权”、第七条“共同出售权”、第九条“优先清算权”、第十条“最优惠条款”、第十一条“领售权”、第十二条“分红权”、第十三条“知情权”等条款下享有的权利(前述权利与第八条“回购权”，统称“特殊股东权利”)，以及类似协议中与《股东协议》前述条款相同或类似的其他权利，均自公司完成香港联交所挂牌上市之时自动终止。自终止之日起，甲方不再享有特殊股东权利，类似协议中与《股东协议》前述条款相同或类似的其他权利，甲方按照届时有效的公司章程及有关法律法规享有相应的股东权利。

**第六条** 本协议各方一致确认，截至本协议签署之日，未发生过触发《股东协议》项下特殊股东权利条款或类似协议中与特殊股东权利条款相同或类似的其他权利的情形，且本协议各方均不存在《股东协议》或类似协议项下的任何违约行为；本协议各方之间没有任何现时或潜在的争议或纠纷。本协议各方亦不可撤销的承诺，其针对自身而言对本补充协议所涉及特殊权利条款的调整安排不存在争议。如乙方、丙方及丁方违反上述承诺或上述承诺不真实，应赔偿甲方因此遭受的损失、费用及开支。

**第七条** 各方一致确认，公司完成香港联交所挂牌上市属于《股东协议》下的合格上市，自公司完成香港联交所挂牌上市之时起，各方之间不存在任何包括股东特殊权利在内的所有超过《公司法》和上市后适用的《公司章程》中规定的股东权利的约定或安排，亦不存在任何不符合联交所主板规则、香港联交所新上市申请人指南第 4.2 章《首次公开招股前的投资》及其它香港的相关法律要求、或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定或要求的约定或安排。前述约定及安排（如有）应于公司完成香港联交所挂牌上市之时或香港联交所、香港证监会或中国证监会或其他有关监管机构之相关监管规定、要求的更早时间自动终止且自始无效，在任何条件下不再恢复其法律效力。

**第八条** 就公司本次香港上市终止投资方股东特殊股东权利安排事宜，乙方、丙方及丁方与公司其他股东或第三方签署的任何文件项下给予该等股东或第三方的权利不会对甲方在本协议或其他甲方与公司或创始股东之间签署的协议项下享有的任何权利造成不利影响，包括但不限于排除甲方的权利、延后甲方行使权利的次序、改变甲方权利的内容和范围、限制甲方权利的行使、增加甲方的义务等。如存在该等情形，则该等条款对甲方无效，因此造成甲方损失的，由乙方、丙方及丁方承担全额连带赔偿责任。此外，如乙方、丙方及丁方给予任何其他股东或第三方的权利优于甲方的，则甲方自动享有该等权利。

**第九条** 本协议生效后即成为《股东协议》或类似协议不可分割的组成部分，本协议与《股东协议》或类似协议约定不一致的，以本协议约定为准；本协议未约定的，以《股东协议》或类似协议约定为准。除本协议明确修订和修改外，《股东协议》的所有条款应继续具有完全效力。

**第十条** 本协议的订立、效力、解释、履行、本协议项下发生的争议及其他本协议相关事项均应适用中国法律。在履行本协议的过程中若发生争议，各方应协商解决，协商不成，任何一方均有权向中国国际经济贸易仲裁委员会提交仲裁申请，按照申请仲裁时该会现行有效的仲裁规则在北京进行仲裁。

第十一条 本协议自各方法定代表人或授权代表签字并加盖公章（如为公司法人）、执行事务合伙人或授权代表签字并加盖公章（如为合伙企业）、签字（如为自然人）之日起生效。



第十二条 本协议一式九份，各执壹份，均具有同等的法律效力。  
（以下无正文）

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

甲方：横琴粤澳开发投资有限公司 (盖章)



法定代表人授权代表 (签字):

A handwritten signature in black ink, appearing to be the name "方华" (Fang Hua).

日期: 2025年11月28日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

乙方：广东真健康医疗科技开发股份有限公司（盖章）



法定代表人或授权代表（签字）：陈妙姚

日期：2015年11月28日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丙方：

  
张昊任

日期：2015 年 11 月 28 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方1：广东横琴任阳生物科技中心（有限合伙）（盖章）

执行事务合伙人委派代表或授权代表（签字）：



*[Handwritten signature]*

日期：2015年11月28日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方2: 珠海诚真健康科技合伙企业(有限合伙) (盖章)

执行事务合伙人委派代表或授权代表 (签字): 

日期: 2025年11月28日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方3：珠海嘉润同创科技发展合伙企业（有限合伙）（盖章）

执行事务合伙人委派代表或授权代表（签字）：



日期：2025年11月28日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 4：珠海嘉润合创科技发展合伙企业（有限合伙）（盖章）

执行事务合伙人委派代表或授权代表（签字）：

日期：2015年11月28日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 5: 珠海美吉睿医疗科技合伙企业(有限合伙)(盖章)

执行事务合伙人委派代表或授权代表(签字): 于莉莉

日期: 2025 年 11 月 28 日

(本页无正文，为《关于终止特殊权利条款的协议》之签署页)

丁方 6：珠海嘉润新创科技发展合伙企业（有限合伙）（盖章）

执行事务合伙人委派代表或授权代表（签字）：



日期：2025年11月28日



Executed version

DATED JUNE 18, 2026

GUANGDONG TRUE HEALTH MEDICAL TECHNOLOGY  
DEVELOPMENT CO., LTD.

廣東真健康醫療科技開發股份有限公司

THE WARRANTING SHAREHOLDERS  
(whose names appear in Schedule 2)

CHINA INTERNATIONAL CAPITAL CORPORATION  
HONG KONG SECURITIES LIMITED

DBS ASIA CAPITAL LIMITED

and

THE HONG KONG UNDERWRITERS  
(named in Schedule 1)

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HONG KONG UNDERWRITING AGREEMENT  
relating to the Hong Kong Public Offering of H Shares of nominal  
value of RMB1.00 each in the capital of Guangdong True Health  
Medical Technology Development Co., Ltd.  
(廣東真健康醫療科技開發股份有限公司)

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**THIS AGREEMENT** is made on June 18, 2026

**BETWEEN:**

- (1) **Guangdong True Health Medical Technology Development Co., Ltd. (廣東真健康醫療科技開發股份有限公司)**, a joint stock company established in the PRC with limited liability whose registered address is at Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC (the “**Company**”);
- (2) **THE WARRANTING SHAREHOLDERS** whose respective names and addresses are set out in Schedule 2 (the “**Warranting Shareholders**” and each is a “**Warranting Shareholder**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);
- (4) **DBS ASIA CAPITAL LIMITED** of 73/F, The Center, 99 Queen’s Road Central, Central, Hong Kong (“**DBS**”); and
- (5) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**”).

**RECITALS:**

- (A) The Company is a limited liability company established in the PRC on March 16, 2018 which was subsequently converted into joint stock liability company with limited liability on October 29, 2025 and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on December 10, 2025. As of the date of this Agreement, the Company had a registered capital of RMB32,082,303 divided into 32,082,303 Domestic Unlisted Shares with a nominal value of RMB1.00 each.
- (B) As of the date of this Agreement, the Company was owned as to approximately 10.47%, 9.35%, 7.48%, 7.15%, 6.46%, 5.61% and 0.10%, by Renyang Biotechnology (as defined in Schedule 2), Chengzhen Health (as defined in Schedule 2), Jiarun Tongchuang (as defined in Schedule 2), Jiarun Hechuang (as defined in Schedule 2), Zhuhai Meijirui (as defined in Schedule 2), Jiarun Xinchuang (as defined in Schedule 2) and Xinhui Runkang (as defined in Schedule 2), respectively. Renxiang Biotechnology (as defined in Schedule 2) is the general partner of each of Renyang Biotechnology, Chengzhen Health, Jiarun Tongchuang, Jiarun Hechuang, Zhuhai Meijirui, Jiarun Xinchuang and Xinhui Runkang and Renxiang Biotechnology is held as to 99.99% by Ms. Cheong. Each of Renyang Biotechnology, Chengzhen Health and Jiarun Tongchuang was owned as to 99% by China True Health Medical (as defined in Schedule 2) as their sole limited partner, and Jiarun Hechuang was owned as to 99.00% by Shuimu Medical Technology (as defined in Schedule 2) as its sole limited partner. Each of China True Health Medical and Shuimu Medical Technology was owned as to 96.67% by Ms. Cheong. As such, (i) Ms. Cheong is the ultimate beneficial owner of each of Renyang Biotechnology, Chengzhen Health, Jiarun Tongchuang, Jiarun Hechuang, Zhuhai Meijirui, Jiarun Xinchuang and Xinhui Runkang; and (ii)

Ms. Cheong, Renxiang Biotechnology, China True Health Medical, Shuimu Medical Technology, Renyang Biotechnology, Chengzhen Health, Jiarun Tongchuang, Jiarun Hechuang, Zhuhai Meijirui, Jiarun Xinchuang and Xinhui Runkang are considered to be a group of Controlling Shareholders, who collectively held 46.63% of the total issued Shares as of the date of this Agreement.

- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer H Shares to the public in Hong Kong in the Hong Kong Public Offering and will concurrently offer H Shares outside the United States in reliance on Regulation S to institutional and professional investors and other investors expected to have a sizeable demand for the H Shares in the International Offering.
- (D) CICC and DBS have been appointed as the Joint Sponsors. DBS has been appointed as the Sponsor-OC. CICC and DBS have been appointed as the Overall Coordinators.
- (E) The Joint Sponsors have made an application on behalf of the Company to the Stock Exchange for the listing on the Main Board of, and permission to deal in the H Shares on the Main Board.
- (F) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (G) Each of the Warrantors has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favor of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.
- (H) The Company has appointed Tricor Investor Services Limited to act as its H Share Registrar.
- (I) The Company has appointed CMB Wing Lung Bank Limited as the main receiving bank and DBS Bank (Hong Kong) Limited as the sub-receiving bank for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited as the main nominee and DBS Bank (Hong Kong) Limited as the sub-nominee to hold the application monies under the Hong Kong Public Offering.
- (J) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on May 19, 2026, authorizing the Company to proceed with the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.
- (K) The Company, the Warranting Shareholders, the Joint Sponsors, the Overall Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (L) The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), at their sole and absolute discretion, to require the Company to allot and issue up to an aggregate of 534,700 additional H

Shares, representing not more than 15.0% of the number of Offer Share initially available under the Global Offering, at the Offer Price under the International Offering to cover over-allocations (if any) in the International Offering, subject to and on the terms of the International Underwriting Agreement.

- (M) At a meeting of the Board held on June 9, 2026, resolutions were passed pursuant to which, among others, the Directors approved, and any executive Director was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

**NOW IT IS HEREBY AGREED** as follows:

## **1 DEFINITIONS AND INTERPRETATION**

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

“**Acceptance Date**” means June 25, 2026, being the date on which the Application Lists close in accordance with Clause 4.4;

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

“**Admission**” means the grant or agreement to grant by the Listing Committee of the Stock Exchange of the listing on the Main Board of, and permission to deal on the Main Board in the H Shares (including any additional H Shares to be issued pursuant to the exercise, whether fully or partially, the Over-allotment Option;

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

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

“**AFRC Transaction Levy**” means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the AFRC;

“**Announcement Date**” means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be June 29, 2026;

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

“**Application Proofs**” means the application proofs of the Prospectus posted on the Stock Exchange’s website at [www.hkexnews.hk](http://www.hkexnews.hk) on May 31, 2026 and June 8, 2026, respectively;

“**Approvals and Filings**” means all approvals, sanctions, consents, permissions, certificates, authorizations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations and franchises from any person, and filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong and the PRC;

“**Articles of Association**” means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

“**Associate**” or “**Close Associate**” has the meaning given to it in the Listing Rules;

“**Authority**” means any administrative, governmental, legislative or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational, including, without limitation, the CSRC, the Stock Exchange and the SFC;

“**Board**” means the board of directors of the Company;

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

“**Business Day**” means any day (other than a Saturday, Sunday or public holiday in Hong Kong) on which banks in Hong Kong are open for general banking business and on which the Stock Exchange is open for business of dealing in securities;

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

“**CMI Engagement Letters**” means the respective engagement letters in respect of the Global Offering entered into between the respective CMIs and the Company;

“**CMIs**” means CICC, DBS, ABCI Capital Limited, ABCI Securities Limited, CMBC Securities Company Limited, Funde Securities Limited, Livermore Holdings Limited, Open Securities Limited, South China Securities Limited and SPDB International Capital Limited;

“**Code of Conduct**” means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

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

“**Companies (Winding up and Miscellaneous Provisions) Ordinance**” means the Companies (Winding up and Miscellaneous Provisions) Ordinance (Chapter 32 of the

Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

**“Company’s HK Counsel”** means DeHeng Law Offices (Hong Kong) LLP, being the Company’s legal advisers as to Hong Kong laws, of (i) 28/F, Henley Building, 5 Queen’s Road Central, Hong Kong; (ii) Room 3507, 35/F, Edinburgh Tower, The Landmark, 15 Queen’s Road Central, Central, Hong Kong; and (iii) Room 1111, 11/F, New World Tower I, 16-18 Queen’s Road Central, Central, Hong Kong;

**“Company’s IP Counsel”** means Jingtian & Gongcheng, being the Company’s legal advisers as to intellectual property laws, of 34/F, Tower 3, China Central Place, 77 Jianguo Road, Chaoyang District, Beijing, China;

**“Company’s Macau Counsel”** means STA-Lawyers, being the Company’s legal advisers as to Macau laws, of Alameda Dr. Carlos D’Assumpção, no. 322-362, Edf. Centro Comercial Cheng Feng, 3rd Floor. M, Macau;

**“Company’s PRC Counsel”** means Beijing DeHeng Law Offices, being the Company’s legal advisers as to PRC laws, of 12/F, Tower B, Focus Place, No. 19 Finance Street, Beijing, PRC;

**“Compliance Adviser”** means Maxa Capital Limited;

**“Compliance Adviser Agreement”** means the agreement entered into between the Company and the Compliance Adviser on November 21, 2025, appointing the Compliance Adviser to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

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

**“Conditions Precedent Documents”** means the documents listed in Parts A and B of Schedule 4;

**“Connected Person”** has the meaning given to it in the Listing Rules;

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

**“Controlling Shareholders”** has the meaning ascribed to it under the Listing Rules and, unless the context requires otherwise, refers to the controlling shareholder individual(s) and/ or entity/ entities as referred to in the Prospectus;

**“CSRC”** means the China Securities Regulatory Commission of the PRC;

**“CSRC Archive Rules”** means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, the Ministry of Finance of the PRC, the National Administration of State Secrets Protection of the PRC, and the National Archives

Administration of the PRC (effective from 31 March 2023), as amended, supplemented or modified from time to time;

“**CSRC Filing Report**” means the filing report of the Company in relation to the Global Offering, submitted to the CSRC on December 10, 2025 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

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

“**CSRC Filing(s)**” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

“**CSRC Rules**” means the CSRC Filing Rules and the CSRC Archive Rules;

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

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

“**Disputes**” has the meaning ascribed to it in Clause 16.2;

“**Domestic Unlisted Shares**” means the ordinary shares in the share capital of the Company, with a nominal value of RMB1.00 each, which are not listed on any stock exchange;

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

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

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

“**FINI Agreement**” means the FINI agreement dated June 11, 2026 and entered into between the Company and HKSCC;

**“Formal Notice”** means the press announcement substantially in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, as amended, supplemented or otherwise modified from time to time;

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

**“Group”** means the Company and its Subsidiaries from time to time;

**“Group Company”** means a member of the Group;

**“H Share Registrar”** means Tricor Investor Services Limited, the H share registrar of the Company;

**“H Shares”** means ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and for which an application has been made for the granting of listing and permission to deal in on the Stock Exchange;

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

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

**“HK eIPO White Form Service Provider”** means Tricor Investor Services Limited of 17/F, Far East Finance Centre, 16 Harcourt Road, 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 356,480 new H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.7, 4.11 and 4.12;

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

**“Hong Kong Public Offering Applications”** means applications to subscribe for Hong Kong Offer Shares made online through the HK eIPO White Form Service or through HKSCC EIPO service to electronically cause HKSCC Nominee Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, Hong Kong Underwriter’s Applications;

**“Hong Kong Public Offering Documents”** means the Prospectus, the Formal Notice, the Application Proofs and the PHIP;

**“Hong Kong Underwriters”** means the underwriters whose names and addresses are set out in Schedule 1;

**“Hong Kong Underwriting Commitment”** means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.7, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 1;

**“Hong Kong Underwriter’s Application”** means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

**“Incentive Fee”** has the meaning ascribed to it in Clause 7.2;

**“Indemnified Parties”** means the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and each of their respective Affiliates and delegates under Clause 3.8, as well as the respective representatives, partners, Affiliates, directors, officers, employees, advisers, consultants, assignees and agents of each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and of each of their respective Affiliates;

**“Indemnifying Parties”** means the Warrantors and **“Indemnifying Party”** means any one of them;

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

**“Intellectual Property”** means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

**“Internal Control Consultant”** means Ernst & Young (China) Advisory Limited, the internal control consultant to the Company;

**“International Offer Shares”** means the 3,208,220 new H Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional H Shares to be issued pursuant to the exercise of the Over-allotment Option;

**“International Offering”** means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States in offshore transactions in reliance on Regulation S, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Offering Circular;

**“International Offering Purchasing Commitment”** means, in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to procure places, or failing which itself as principal to purchase, pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Over-allotment Option;

**“International Underwriters”** means the underwriters of the International Offering named as such in the International Underwriting Agreement;

**“International Underwriting Agreement”** means the international underwriting agreement relating to the International Offering expected to be entered into between the Company, the Warranting Shareholders, the Joint Sponsors, the Overall Coordinators and the International Underwriters on or around the Price Determination Date;

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

**“Joint Bookrunners”** means CICC, DBS, ABCI Capital Limited, Funde Securities Limited, CMBC Securities Company Limited, Livermore Holdings Limited, Open Securities Limited, and SPDB International Capital Limited, being the joint bookrunners to the Global Offering;

**“Joint Global Coordinators”** means CICC, DBS and ABCI Capital Limited, being the joint global coordinators to the Global Offering;

**“Joint Lead Managers”** means CICC, DBS, ABCI Securities Company Limited, CMBC Securities Company Limited, Funde Securities Limited, Livermore Holdings Limited, Open Securities Limited, South China Securities Limited and SPDB International Capital Limited, being the joint lead managers to the Global Offering;

**“Joint Sponsors”** means CICC and DBS, being the joint sponsors to the Global Offering;

**“Laws”** means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court,

government, law enforcement agency, governmental or regulatory authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions (including, without limitation, Hong Kong, the PRC and Macau) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding up and Miscellaneous Provisions) Ordinance, and the CSRC Rules);

“**Legal Advisers**” means the Company’s HK Counsel, the Company’s IP Counsel, the Company’s Macau Counsel, the Company’s PRC Counsel, the Underwriters’ HK Counsel and the Underwriters’ PRC Counsel;

“**Listing Committee**” means the listing committee of the Stock Exchange;

“**Listing Date**” means the first day on which the H Shares commence trading on the Main Board of the Stock Exchange, which is expected to be on June 30, 2026;

“**Listing Rules**” means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the listing decisions, the Guide for New Listing Applicants (as amended from time to time), guidelines and other requirements of the Stock Exchange;

“**Losses**” has the meaning ascribed to it in Clause 9.1;

“**Main Board**” means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the Growth Enterprise Market of the Stock Exchange;

“**Material Adverse Effect**” means a material adverse effect or any development involving a prospective material adverse effect, on the profits, losses, results of operations, assets, liabilities, general affairs, business, management, performance, prospects, shareholders’ equity, position or condition (financial, trading or otherwise) of the Group, taken as a whole;

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

“**Nominees**” means CMB Wing Lung (Nominees) Limited as the main nominee and DBS Bank (Hong Kong) Limited as the sub-nominee, in whose name the application moneys are to be held by the Receiving Banks under the Receiving Banks Agreement;

“**Offer Price**” means the final price per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased pursuant to the Global Offering, to be determined in accordance with Clause 2.6 and recorded in the Price Determination Agreement;

“**Offer Shares**” means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

**“Offering Circular”** means the final offering circular to be issued by the Company in connection with the International Offering;

**“Offering Documents”** means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and any other announcement, document, materials, communications or information made, issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Overall Coordinators or any of the Underwriters;

**“Operative Documents”** means the Price Determination Agreement, the Receiving Banks Agreement, the Registrar’s Agreement and the FINI Agreement, or any relevant one or more of them as the context requires;

**“Overall Coordinators”** means CICC and DBS, being the overall coordinators to the Global Offering;

**“Over-allotment Option”** means the option to be granted by the Company to the International Underwriters and exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue the Over-allotment Option Shares at the Offer Price to cover over-allocations in the International Offering (if any), on and subject to the terms of the International Underwriting Agreement;

**“Over-allotment Option Shares”** means up to 534,700 additional H Shares which the Company may be required to allot and issue upon the exercise of the Over-allotment Option;

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

**“PHIP”** means the post hearing information pack of the Company posted on the Stock Exchange’s website at [www.hkexnews.hk](http://www.hkexnews.hk) on June 12, 2026, as amended or supplemented by any amendment or supplement thereto;

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

**“Preliminary Offering Circular”** means the preliminary offering circular dated June 22, 2026 issued by the Company in connection with the International Offering for distribution to potential places of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

**“Price Determination Agreement”** means the agreement in the agreed form to be entered into between the Company, the Joint Sponsors and the Overall Coordinators

(for themselves and on behalf of the Underwriters) on the Price Determination Date to record the Offer Price;

“**Price Determination Date**” means the date on which the Offer Price is fixed in accordance with Clause 2.6;

“**Proceedings**” means all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings (including, without limitation, any investigation or inquiry by or before any Authority);

“**Prospectus**” means the prospectus to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

“**Prospectus Date**” means the date of issue of the Prospectus, which is expected to be on or about June 22, 2026;

“**Receiving Banks**” means CMB Wing Lung Bank Limited as the main receiving bank and DBS Bank (Hong Kong) Limited as the sub-receiving bank appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Banks Agreement;

“**Receiving Banks Agreement**” means the agreement dated June 17, 2026 entered into between the Company, the Receiving Banks, the Nominees, the Joint Sponsors, the Overall Coordinators and the H Share Registrar for the appointment of the Receiving Banks and the Nominees in connection with the Hong Kong Public Offering;

“**Registrar’s Agreement**” means the agreement dated June 12, 2026 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

“**Relevant Jurisdictions**” has the meaning ascribed to it in Clause 11.1;

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

“**Reporting Accountants**” means Ernst & Young, Certified Public Accountants;

“**Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

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

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

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

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

“**Sponsor and Sponsor-OC Mandates**” means the respective engagement letters in respect of the Global Offering entered into between (i) CICC as a Joint Sponsor and an Overall Coordinator, and the Company; and (ii) DBS as a Joint Sponsor, a Sponsor-OC and an Overall Coordinator, and the Company;

“**Stabilizing Manager**” has the meaning ascribed to it in Clause 6.1;

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

“**Subsidiaries**” means the companies named in the Prospectus as subsidiaries of the Company, and “**Subsidiary**” means any one of them;

“**Supplemental Offering Materials**” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares other than the Offering Documents or amendments or supplements thereto, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such a written communication;

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

“**Time of Sale**” has the same meaning as in the International Underwriting Agreement;

“**Trading Fee**” means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

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

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

“**Underwriters’ HK Counsel**” means DLA Piper Hong Kong, being the Underwriters’ legal advisers as to Hong Kong, of 25/F, Three Exchange Square, 8 Connaught Place, Central, Hong Kong;

“**Underwriters’ PRC Counsel**” means Jingtian & Gongcheng, being the Underwriters’ legal advisers as to PRC laws, of 34/F, Tower 3, China Central Place, 77 Jianguo Road, Chaoyang District, Beijing, PRC;

“**Underwriting Commission**” has the meaning ascribed to it in Clause 7.1;

“**United Kingdom**” means the United Kingdom of Great Britain and Northern Ireland;

“**Unsubscribed Shares**” has the meaning ascribed to it in Clause 4.6;

“**U.S.**” and “**United States**” means the United States of America;

“**Verification Notes**” means the verification notes relating to the Prospectus and the verification notes relating to the CSRC Filing Report, copies of which have been signed and approved by, among others, the Directors, and delivered or will be delivered to the Joint Sponsors and the Overall Coordinators;

“**Warranties**” means the representations, warranties and undertakings given by the Warrantors as set out in Schedule 3;

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

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

1.3 **References:** Except where the context otherwise requires, references in this Agreement to:

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

1.3.2 knowledge, information, belief or awareness or similar terms of any person shall be treated as including but not limited to any knowledge, information, belief and awareness which the person would have had if such person had made due, diligent and careful enquiries;

1.3.3 a “**company**” shall include any company, corporation or other body corporate, whenever and however incorporated or established;

1.3.4 a “**person**” shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);

1.3.5 a “**subsidiary**” or a “**holding company**” are to the same as defined in sections 15 and 13 of the Companies Ordinance;

- 1.3.6 “**Clauses**”, “**Paragraphs**”, “**Recitals**” and “**Schedules**” are to clauses and paragraphs of and recitals and schedules to this Agreement;
- 1.3.7 “**parties**” are to the parties to this Agreement;
- 1.3.8 the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereinafter**” and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
- 1.3.9 the terms “**or**”, “**including**” and “**and**” are not exclusive;
- 1.3.10 the terms “**purchase**” and “**purchaser**”, when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms “**sell**” and “**sale**”, when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the H Shares by the Company;
- 1.3.11 a document being “**in the agreed form**” are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) with such alternatives as may be agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) but such documents in agreed form do not form part of this Agreement;
- 1.3.12 a “**certified copy**” means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;
- 1.3.13 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form;
- 1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and
- 1.3.15 any reference to “**right(s)**”, “**duty(ies)**”, “**power(s)**”, “**authority(ies)**” and “**discretion(s)**” of the Joint Sponsors or the Overall Coordinators shall only be exercised when the Joint Sponsors or the Overall Coordinators (as the case may be) unanimously elect to do so, respectively.
- 1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.

## 2 CONDITIONS

- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):
- 2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving from the Company all Conditions Precedent

Documents as set out in Part A of Schedule 4 and Part B of Schedule 4, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree, respectively;

- 2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus on the Business Day immediately before the Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding up and Miscellaneous Provisions) Ordinance not later than 7:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Prospectus Date;
- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by the Stock Exchange in relation to the Listing) prior to the commencement of trading of the H Shares on the Main Board;
- 2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);
- 2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters), on the Price Determination Date (or such later date as may be agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)) in accordance with Clause 2.6 and such agreement not subsequently having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on the Price Determination Date and such agreement(s) not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
  - 2.1.7 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
  - 2.1.8 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);
  - 2.1.9 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its/his/her part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;
  - 2.1.10 all of the waivers or exemptions as stated in the Prospectus to be granted by the Stock Exchange or the SFC having been granted and are not otherwise revoked, withdrawn, amended or invalidated; and
  - 2.1.11 all of the Approvals and Filings in connection with the application for listing of the H Shares and the Global Offering granted by the relevant Authorities having been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.
- 2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to fulfil or procure the fulfilment of the Conditions (except to the extent that any Conditions are to be fulfilled by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters), on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions.

- 2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Joint Sponsors and the Overall Coordinators may determine (in which case the Joint Sponsors and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the 30<sup>th</sup> day after the date of the Prospectus (i.e. July 22, 2026) and any such extension and the new timetable shall be notified by the Joint Sponsors and the Overall Coordinators to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or
  - 2.3.2 in respect of the Condition set out in Clause 2.1.1, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.
- 2.5 **No waiver in certain circumstances:** The Joint Sponsors', the Sponsor-OC's, the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/ supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.
- 2.6 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) reach agreement on the Offer Price, which is expected to be agreed on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by June 26, 2026, and no extension is granted by the Joint Sponsors and Overall Coordinators pursuant to Clause 2.3, then the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Joint Sponsors and the Overall Coordinators) hereby authorizes the Joint Sponsors and the Overall Coordinators to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinators may be necessary or desirable and further agree

that it will be bound by all the terms of the Price Determination Agreement as executed.

- 2.7 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the International Offering, and with the consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and on the website of the Company ([www.truehealth.cn](http://www.truehealth.cn)) notices of the reduction. Upon issue of such a notice, the revised indicative Offer Price range and/or number of Offer Shares will be final and conclusive, and the Offer Price, if agreed upon by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Company, will be fixed within such revised range. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction.

### 3 APPOINTMENTS

- 3.1 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and DBS as the joint sponsors of the Company in relation to its application for Admission, and each of the Joint Sponsors, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Sponsors hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandates, which shall continue to be in full force and effect.
- 3.2 **Sponsor-OC and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of DBS as the sponsor-OC, and CICC and DBS 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. The Company also hereby confirms and acknowledges its appointment, to the exclusion of others, of DBS as the designated Sponsor-OC of the Global Offering for communication with, and provision of information to, the Stock Exchange and the SFC in accordance with the applicable Laws or upon request. For the avoidance of doubt, the appointment of the Sponsor-OC and the Overall Coordinators hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandates, which shall continue to be in full force and effect.

- 3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, DBS and ABCI Capital Limited as the joint global coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, DBS, ABCI Capital Limited, CMBC Securities Company Limited, Funde Securities Limited, Livermore Holdings Limited, Open Securities Limited, and SPDB International Capital Limited as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, DBS, ABCI Securities Company Limited, CMBC Securities Company Limited, Funde Securities Limited, Livermore Holdings Limited, Open Securities Limited, South China Securities Limited and SPDB International Capital Limited as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, DBS, ABCI Capital Limited, ABCI Securities Company Limited, CMBC Securities Company Limited, Funde Securities Limited, Livermore Holdings Limited, Open Securities Limited, South China Securities Limited and SPDB International Capital Limited as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.
- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of any

of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.

- 3.9 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.
- 3.10 **Sub-underwriting:** No Hong Kong Underwriter shall enter into sub-underwriting arrangements in respect of any part of its Hong Kong Underwriting Commitment except with one or more of its Affiliates, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of any Affiliate with whom it has entered into such sub-underwriting arrangements.
- 3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and their respective delegates under Clause 3.8 or any other Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):
- 3.11.1 any omission of information from any Offering Documents, or any amendment or supplement thereto, or any information or statement of fact or opinion contained therein being or being alleged to be untrue, incorrect, inaccurate or misleading;
  - 3.11.2 any of the matters referred in Clauses 9.2.1 to 9.2.3; and
  - 3.11.3 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

Notwithstanding anything contained in Clause 9, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss incurred or suffered or made as a result of or in connection with any of the foregoing matters.

- 3.12 **No fiduciary duties:** Each of the Warrantors acknowledges and agrees that (i) the Joint Sponsors, in their roles as such, are acting solely as sponsors in connection with the listing of the H Shares on the Main Board of the Stock Exchange, (ii) the Sponsor-OC, in their roles as such, are acting solely as sponsor-overall coordinator of the Global Offering, (iii) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, (iv) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (v) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

Each of the Warrantors further acknowledges that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange, either before or after the date hereof.

The Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms its/his/her understanding and agreement to that effect. The Warrantors, on the one hand, and the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the

Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any member of the Group or the Warrantors, and none of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are not advising the Warrantors, their respective directors, management, shareholders or creditors or any other person (to the extent applicable) as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as joint sponsors in connection with the proposed listing of the Company or, with respect to the Overall Coordinators and the CMIs, any advice to the Company on matters as required under the Code of Conduct in their capacity as Overall Coordinators and CMIs in connection with the Global Offering)) in any jurisdiction. Each of the Warrantors shall consult with its/his/her own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the

Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, their respective Affiliates and their and their respective Affiliates' respective directors, officers and employees shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI's, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the Main Board of the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI's, 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 that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI's, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the 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 Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI's, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

- 3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.
- 3.14 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

- 3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
- 3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- 3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- 3.14.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- 3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs;
- 3.14.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the Joint Sponsors and the Underwriters that they have met or will meet these responsibilities; and
- 3.14.7 where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

#### 4 HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company, the Joint Sponsors shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) and the official website of the Company at [www.truehealth.cn](http://www.truehealth.cn) on the days specified in Schedule 6 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)). The Company will, on the Prospectus Date, publish the Prospectus on

the official website of the Company at [www.truehealth.cn](http://www.truehealth.cn) Error! Hyperlink reference not valid.and the official website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk).

- 4.2 **Receiving Banks and Nominees:** The Company has appointed the Receiving Banks to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominees to hold the application monies received by the Receiving Banks under the Hong Kong Public Offering, in each case upon and subject to the terms and the conditions contained in the Receiving Banks Agreement. The Company shall procure (i) each of the Receiving Banks and the Nominees to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominees to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Banks Agreement.
- 4.3 **H Share Registrar and HK eIPO White Form Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the HK eIPO White Form Service upon and subject to the terms and conditions of the Registrar’s Agreement. The Company undertakes with Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a No. 8 typhoon warning signal or above, “extreme conditions” caused by a super typhoon as announced by the Government of the Hong Kong and/or a black rainstorm warning signal (collectively, “**Severe Weather Signals**”) being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signal remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Joint Sponsors and the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Banks Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application.

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

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

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

where in relation to such Hong Kong Underwriter:

N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;

T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable;

- C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.6 shall be final and conclusive.

None of the Overall Coordinators or the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 5.

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

4.9 **Applications and payment for Unsubscribed Shares:** In the event of an Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Banks and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; and

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

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on June 29, 2026 (the date specified in the Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

4.10 **Power of the Overall Coordinators to make applications:** In the event of an Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong

Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an “**Over-Subscription**”), then:

- 4.11.1 subject to any required reallocation as set out in Clause 4.11.2, 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; and
- 4.11.2 if (i) the International Offer Shares initially offered under the International Offering are not fully subscribed but the Hong Kong Offer Shares under the Hong Kong Public Offering are fully or over-subscribed, or (ii) the International Offer Shares initially offered under the International Offering are fully subscribed or over-subscribed and the Over-Subscription occurs irrespective the number of 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 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 534,700 Offer Shares, representing approximately 15% of the number of Offer Shares initially available under the Global Offering, and the Offer Price shall be fixed at the bottom end of the indicative Offer Price range (i.e. HK\$119.30 per Offer Share) stated in the Prospectus.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Purchasing Commitments of the International Underwriters shall be reduced accordingly, and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of such Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the Stock Exchange, including but not limited to the relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and Practice Note 18 to the Listing Rules.

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

- 4.12.1 If an Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may, in their sole and absolute discretion, determine.

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

The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering. For the avoidance of doubt, any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange to be granted by the Listing Committee.

## 5 ALLOTMENT AND PAYMENT

5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on June 29, 2026 (the date specified in the Prospectus for the despatch of share certificates):

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

- 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
- 5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.
- 5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominees will be paid in Hong Kong dollars to the Company at or around 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Banks Agreement and this Agreement) upon the Nominees receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:
- 5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) the amounts payable by the Company pursuant to Clause 7; and
- 5.2.2 to the extent that the amounts deducted by the Nominees under Clause 5.2.1 are insufficient to cover, or the Nominees does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 7, the Company shall, and the Warranting 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, the SFC Transaction Levy and the

AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$135.40 per Offer Share.

- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.
- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominees to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.
- 5.5 **Refund:** The Company will procure that, in accordance with the terms of the Receiving Banks Agreement and the Registrar's Agreement, the Nominees will pay refunds of applications monies, and the H Share Registrar will arrange for payment of refunds of application monies, to those successful or unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive any refund of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominees pursuant to the terms of the Receiving Banks Agreement.
- 5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominees or any other application of funds.

## 6 STABILIZATION

- 6.1 **Stabilization:** The Company hereby appoints, to the exclusion of all others, CICC (the "**Stabilizing Manager**") as its stabilizing manager in connection with the Global Offering to (but with no obligation and not as agent for the Company) make purchases,

over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Offer Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Company hereby acknowledges and agrees that the Stabilizing Manager may, from time to time, in its sole and absolute discretion, appoint agents to act on its behalf with the same authorities and rights as the Stabilizing Manager in connection with any stabilization activities. Any stabilization actions taken by the Stabilizing Manager or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time.

Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include the exercise of the Over-allotment Option).

## 6.2 **Stabilizing losses and profits:**

6.2.1 All liabilities, expenses and losses, arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the International Underwriters in the same proportions, as nearly as may be practicable, as the respective International Offering Purchasing Commitments of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters.

6.2.2 All profits or gains arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the accounts of the Overall Coordinators upon and subject to the terms and conditions of the International Underwriting Agreement.

6.2.3 The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager.

6.3 **No stabilization by the Warrantors:** Each of the Warrantors undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them that, it/he/she will not, and will cause its/his/her Affiliates or any of its/his/her or its/his/her Affiliates' respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

6.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result

in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

- 6.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or
- 6.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

provided that the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement shall not constitute a breach of this Clause 6.3.

## 7 COMMISSIONS AND COSTS

- 7.1 **Underwriting commission:** Subject to the completion of the Global Offering and the provisions of this Clause 7, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 3.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the “**Underwriting Commission**”). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, commission relating to such H Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in the Sponsor and Sponsor-OC Mandates and in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants published by the Stock Exchange; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants published by the Stock Exchange.
- 7.2 **Incentive fee:** Subject to the completion of the Global Offering, 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 2.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively). The actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among all Underwriters, shall

be determined and communicated to each CMI at or around the Price Determination Date and to be set out in the International Underwriting Agreement (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) on FINI), in accordance with such engagement letters between the Company and the respective Overall Coordinator or CMI and in compliance with the Code of Conduct and the requirements under the Listing Rules.

7.3 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Joint Sponsors the sponsor fee and other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Joint Sponsors pursuant to and in accordance with the terms of the Sponsors and Sponsor-OC Mandates.

7.4 **Other costs payable by the Company:** All fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the listing of the H Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby including, without limitation:

7.4.1 fees, disbursements and expenses of the Reporting Accountants;

7.4.2 fees, disbursements and expenses of any transfer agent or registrar for the H Shares, any service provider appointed by the Company in connection with HK eIPO White Form Service;

7.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company or the Underwriters;

7.4.4 fees, disbursements and expenses of any public relations consultants engaged by the Company;

7.4.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;

7.4.6 fees, disbursements and expenses of the Receiving Banks and the Nominees;

7.4.7 fees, disbursements and expenses of the financial printer and translators engaged by the Company;

7.4.8 fees and expenses of other agents, third party service providers, consultants and advisers engaged by the Company (if approved in writing by the Company) or the CMIs and the Underwriters relating to the Global Offering in accordance with the engagement letters or agreement entered into between the Company and such party;

7.4.9 fees and expenses related to the application for listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including, without

limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;

- 7.4.10 all costs and expenses for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities, and presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including without limitation, expenses associated with the production of the slides and graphics for the Investor Presentation Materials, and all fees, disbursements and expenses of any consultants engaged in connection with the Investor Presentation Materials, documentary, travel, lodging and other fees and expenses incurred by the Company, the Overall Coordinators, the Joint Global Coordinators, the CMIs and the Underwriters and any such consultants and their respective representatives;
- 7.4.11 all printing, document production, courier and advertising costs in relation to the Global Offering;
- 7.4.12 all costs of preparation, despatch and distribution of the Offering Documents, the Application Proofs and the PHIP in all Relevant Jurisdictions, and all amendments and supplements thereto;
- 7.4.13 all costs of preparation, printing or production of this Agreement, the International Underwriting Agreement, the agreement among Hong Kong Underwriters, the agreement among International Underwriters, the agreement among syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares;
- 7.4.14 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentations relating to the Global Offering;
- 7.4.15 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 7.4.16 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation, issue, allotment, sale, distribution and delivery of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement or otherwise in connection with the Global Offering;
- 7.4.17 all costs and expenses related to the preparation and launching of the Global Offering;
- 7.4.18 all costs and expenses related to the press conferences of the Company in relation to the Global Offering;

- 7.4.19 all stock admission fees, processing charges and related expenses payable to HKSCC;
- 7.4.20 all CCASS transaction fees payable in connection with the Global Offering;
- 7.4.21 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company searches and directorship searches and other searches conducted in connection with the Global Offering; and
- 7.4.22 all costs, fees and out-of-pocket expenses incurred by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them or on their or its behalf under this Agreement or and the International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 7.4 or pursuant to any other agreements between the Company and any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters (collectively, the “OPEs”), provided that the OPEs shall be reasonable and shall be the actual expenses with detailed breakdowns of such OPEs and shall be provided to the Company in advance before the Company makes the payment,

shall be borne by the Company, provided that (i) the Company is entitled to be provided with the breakdowns of such fees, costs, charges, Taxation and expenses by the relevant parties which incur or are liable to pay, and (ii) such fees, costs, charges, Taxation and expenses shall be paid on the actual incurrence basis with detailed breakdown, and the Company shall, and the Warranting Shareholders shall procure the Company to, pay or cause to be paid all such fees, costs, charges, Taxation and expenses. Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges referred to in this Clause 7.4 is paid or to be paid by any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall, and the Warranting Shareholders shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis.

- 7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission and Incentive Fee under Clauses 7.1 and 7.2, but the Company shall, and the Warranting Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have been incurred or are liable to be paid by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters and all other costs, fees,

charges, Taxation and expenses payable by the Company pursuant to Clauses 7.3 and 7.4 within 15 Business Days of the first written request by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be, with a breakdown of costs incurred by such party, and the Joint Sponsors, and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, in accordance with the provisions of the Receiving Banks Agreement, instruct the Nominees to make such payment.

- 7.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 15 Business Days of the first written request by the Overall Coordinators.

## 8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** 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 3 hereto, and each of the Warranting Shareholders hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of Schedule 3 hereto, to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

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

8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding up and Miscellaneous Provisions) Ordinance;

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

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

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

8.2.6 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications, and (ii)

payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);

- 8.2.7 the Announcement Date;
- 8.2.8 immediately prior to 8:00 a.m. on the Listing Date;
- 8.2.9 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange;
- 8.2.10 the date(s) on which the Over-allotment Option (or any part thereof) is exercised;
- 8.2.11 the date on which any subscription of Offer Shares pursuant to any exercise of the Over-allotment Option is completed; and
- 8.2.12 the date on which the stabilization period expires,

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

8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to as soon as practicable notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its/his/her knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it/he/she becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading in any respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any of the Warrantors (as the case may be).

8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement

to the Offering Documents, the CSRC Filings or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

**8.5 Remedial action and announcements:** Each of the Warrantors shall notify the Joint Sponsors and the Overall Coordinators, as soon as practicable if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate or misleading any statement, whether fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC Filings or any of them, if the same were issued immediately after occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or CSRC Filings; or (iv) any significant new factor likely to 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 Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, Joint Lead Managers, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Joint Sponsors and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Joint Sponsors and the Overall Coordinators may require and supplying the Joint Sponsors and the Overall Coordinators (on behalf of themselves and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact, or (ii) result in the loss of the Joint Sponsors', the Sponsor-OC's, the Overall Coordinators', the Joint Global Coordinators', the CMI's, the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by Laws, in which case the relevant Warrantor shall

first consult the Joint Sponsors and the Overall Coordinators before such issue, publication or distribution or act or thing being done.

- 8.6 **Warrantors' Knowledge:** A reference in this Clause 8 or in Schedule 3 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due and careful enquiry and that such Warrantor (if an individual) or the directors of such Warrantor (if a legal entity) has/have used his/her/their best endeavors to ensure that all information given in the relevant Warranty is true, complete and accurate and not misleading or deceptive. Notwithstanding that any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its/his/her personal representatives or its/his/her successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.
- 8.9 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the

date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement, and, when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

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

## 9 INDEMNITY

- 9.1 **No claims against Indemnified Parties:** No action, writ, or proceeding (including any investigation or inquiry by or before any Authority) or claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying Parties to recover any of the losses, liabilities, damages, payments, costs (including legal costs), charges, fees and expenses (“**Losses**”) or Taxation which the Indemnifying Parties may suffer or incur by reason of or in any way arising out of: (i) the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the other Indemnified Parties of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents; or (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

- 9.2 **Indemnity:** Each of the Indemnifying Parties undertakes, from time to time, jointly and severally, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against (i) all Proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party, and (ii) all Losses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, response to, defense or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:

- 9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proofs, the CSRC Filings, notices, announcements, advertisements, communications, Investor Presentation Materials or other documents relating to or connected with the Group or the

Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them) (collectively, the “**Related Public Information**”); or

- 9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or
- 9.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, incomplete, inaccurate or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or
- 9.2.4 the execution, delivery and performance by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement, the Offering Documents or the Listing Rules or in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC, Overall Coordinator, CMI or otherwise, as applicable; or
- 9.2.5 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 9.2.6 any breach or alleged breach on the part of the Warrantors or any action or omission of any Group Company or any Warrantor or any of their respective directors, officers or employees resulting in a breach of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 9.2.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or

- 9.2.9 any act or omission or alleged act or omission of any Group Company or any of the Warrantors in relation to the Global Offering; or
- 9.2.10 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 9.2.11 any failure or alleged failure by the Company, any of the Warranting Shareholders, any of the Directors or employees of the Company, or any Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering) ; or
- 9.2.12 any breach or alleged breach by any Group Company, any Director or any of the Warrantors of the applicable Laws in any respect; or
- 9.2.13 any Proceeding having commenced or being instigated or threatened against the Company, any Group Company, any of the Directors or any of the Warranting Shareholders, or settlement of any such Proceeding; or
- 9.2.14 any breach or alleged breach by any of the Warrantors of the terms and conditions of the Hong Kong Public Offering; or
- 9.2.15 the operation of the HK eIPO White Form Service and the performance of all services in connection therewith; or
- 9.2.16 any other matter arising in connection with the Global Offering,

provided that the indemnity provided in Clause 9 shall not apply in connection with the matters to the extent such Losses is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been directly caused out of the gross negligence, wilful default or fraud on the part of such Indemnified Party. The non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 9.3 **Notice of claims:** If any of the Warrantors becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it/he/she shall as soon as practicable give notice thereof to the Overall Coordinators (for themselves and on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying Parties 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 9 or otherwise. The Indemnifying Parties may participate at their expense in the defense of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the consent of the Overall Coordinators (for themselves and on behalf of any Indemnified Parties), that counsel to the Indemnifying Parties shall not also be counsel to the Indemnified Parties. Unless the Joint Sponsors 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 Joint Sponsors 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.

9.5 **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 be liable for any settlement or compromise by the Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Indemnifying Parties, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. The Indemnified Parties are not required to obtain consent from the Indemnifying Parties with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise, and the obligations of the Indemnifying Parties shall be in addition to any liability which the Indemnifying Party may otherwise have.

9.6 **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:

- 9.6.1 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;
- 9.6.2 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
- 9.6.3 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.
- 9.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.
- 9.8 **Payment free from counterclaims/set-offs:** All payments made by any Indemnifying Party under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 9.9 **Payment on demand:** All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Parties as and when they are incurred within 15 Business Days of a written notice demanding payment being given to the Indemnifying Parties by or on behalf of the relevant Indemnified Party.
- 9.10 **Taxation:** All payments pursuant to this Clause 9 will be made free and clear of any withholding or deduction for or an account of Taxation, unless such withholding or deduction is required by Law. If a payment under this Clause 9 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.
- 9.11 **Full force:** The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

## 10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will, and each of the Warranting Shareholders shall undertake with respect to Clauses 10.2, 10.3, 10.6 and 10.8 and shall procure the Company to:

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

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

10.1.2 as soon as practicable following announcement of the basis of allotment of the Hong Kong Offer Shares, causing definitive Share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applicants or, as the case may be, procuring that the H Share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such HKSCC participant(s) as may be specified for such purpose by or on behalf of the relevant applicant and procuring that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee);

10.1.3 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;

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

10.1.5 making available on display on Stock Exchange's website at [www.hkexnews.hk](http://www.hkexnews.hk) and the Company's website at [www.truehealth.cn](http://www.truehealth.cn), the documents referred to in the section of the Prospectus headed "Appendix VII

– Documents Delivered to the Registrar of Companies in Hong Kong and Documents on Display” for the period stated therein;

- 10.1.6 using its best endeavors to procure that the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Banks and the Nominees shall comply in all respects with the terms of their respective appointments under the terms of the Registrar’s Agreement and the Receiving Banks Agreement, and do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein;
- 10.1.7 procuring that none of the Company, any member of the Group, the Warranting 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 Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40<sup>th</sup>) day immediately following the Price Determination Date;
- 10.1.8 procuring that none of the Directors and that the relevant Directors to procure none of their respective associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to subscribe for Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.9 procuring that no Connected Person of the Company, existing shareholder of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his/her own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or their respective Close Associates either in its/his/her own name or through a nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.10 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Prospectus headed “Future Plans and Use of Proceeds” (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change could be made without the consent of the Joint Sponsors and the Overall Coordinators during a period of 12 months from the Listing Date, and the Company shall provide reasonable prior notice and the details of such change (if any) to the Joint Sponsors and the Overall Coordinators), and not, directly or indirectly,

using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of funding, financing or facilitating any activities or business of or with any person or entity, or of, with or in any country or territory, that, at the time of such funding, financing or facilitating, is subject to any sanctions Laws, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanction Laws;

- 10.1.11 cooperating with and fully assisting, and procuring the members of the Group, the Warranting Shareholders, the substantial shareholders (as defined in the Listing Rules), Associates of the Company, and/or any of their respective directors, officers, employees, Affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;
- 10.1.12 notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the International Underwriters) as soon as practicable if it becomes aware that any person who has applied for or indicated an interest for Offer Shares (or their respective beneficial owners) (a) is not a third party independent of the Company; (b) falls within (i) any of the placee categories (other than “Not Applicable” or, unless requested, “Non-SFC authorised fund”) as set out in the Stock Exchange’s placee list template or required to be disclosed by the Stock Exchange’s FINI interface in relation to placees or under the Listing Rules or (ii) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement; or (c) is financed directly or indirectly by, or accustomed to taking instructions from, the Company, any of the Directors, chief executive, Warranting Shareholder(s), substantial shareholder(s) (as defined in the Listing Rules) or existing shareholder(s) of the Company or any Group Company or a close associate of any of them;
- 10.1.13 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Joint Sponsors for their review;
- 10.1.14 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;

- 10.1.15 from the date hereof until 5:00 p.m. on the date which is the 30<sup>th</sup> Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital, nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise), except for the change or alteration in its capital as a result of the Global Offering; and
- 10.1.16 that no preferential treatment has been, nor will be, given to any placee and its Close Associates by virtue of its relationship with the Company in any allocation of the placing tranche;
- 10.2 **Information:** provide:
- 10.2.1 to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or the Warranting Shareholders or which on due and careful enquiry ought to be known to the Company or the Warranting Shareholders and whether relating to the Group or the Company or any of the Warranting Shareholders or otherwise as may be required by the Joint Sponsors or the Overall Coordinators (for themselves and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority); and
- 10.2.2 to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may reasonably require.
- 10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:
- 10.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time;
- 10.3.2 enter into any commitment or arrangement which, in the sole opinion of the Joint Sponsors and the Overall Coordinators, has or will or may result in a Material Adverse Effect or adversely affect the Global Offering;
- 10.3.3 take any steps which, in the sole opinion of the Joint Sponsors and the Overall Coordinators, would be materially inconsistent with any statement or

expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;

- 10.3.4 amend any of the terms of the appointments of the H Share Registrar, the Nominees, the Receiving Banks and the HK eIPO White Form Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;
- 10.3.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Prospectus; and
- 10.3.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) (such consent shall not be unreasonably withheld or delayed), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement;
- 10.4 **Maintaining listing:** maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the H Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including, without limitation:

- 10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;
- 10.5.2 complying with the Listing Rules requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
- 10.5.3 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;
- 10.5.4 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;
- 10.5.5 submitting to the Stock Exchange, as soon as practicable before the commencement of dealings in the H Shares on the Stock Exchange, the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the "Regulatory Forms" section of the Stock Exchange's website) via FINI;
- 10.5.6 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2026 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;
- 10.5.7 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the H Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, provided that the granting of the Over-allotment Option by the Company hereunder shall not constitute any breach of this Clause 10.5.7;
- 10.5.8 at all times adopting and upholding a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in Appendix C3 to the Listing Rules and procuring that the directors of the Company uphold, comply and act in accordance with the provisions of the same;
- 10.5.9 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to

disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public, provided that the Company shall give the Joint Sponsors and the Overall Coordinators not less than three Business Days' notice and reasonable opportunity to review and comment on such disclosure prior to issuance;

- 10.5.10 providing to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may require;
- 10.5.11 paying all Taxation, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC and Macau, or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement, and indemnifying and holding harmless the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters against any such Taxation, duty, levy, fee, charge and expense (including any interest or penalty);
- 10.5.12 complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;
- 10.5.13 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), as soon as practicable 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 as soon as practicable notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.5.14 keeping the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) informed of any material change to the

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

- 10.5.15 providing to or procuring for the Joint Sponsors and the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 10.1 and Clause 10.5;
  - 10.5.16 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMI's under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;
  - 10.5.17 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC;
  - 10.5.18 maintaining the appointment of a compliance adviser and obtaining advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules; and
  - 10.5.19 conducting the Group's business and affairs in compliance with all applicable Laws.
- 10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.
- 10.7 **Significant changes:** If, at any time within 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, then, in connection therewith, (i):
- 10.7.1 as soon as practicable provide full particulars thereof to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators,

the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters;

- 10.7.2 if so required by the Joint Sponsors or the Overall Coordinators, inform the Stock Exchange, the SFC or the CSRC of such change or matter;
- 10.7.3 if so required by the Stock Exchange, the SFC, the CSRC, the Joint Sponsors or the Overall Coordinators, as soon as practicable amend and/or prepare and deliver (through the Joint Sponsors and the Sponsor-OC) to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Joint Sponsors and the Overall Coordinators and publish such documentation in such manner as the Stock Exchange, the SFC, the CSRC, the Joint Sponsors and/or the Overall Coordinators may require; and
- 10.7.4 make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense, and (ii) not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

For the purposes of this Clause 10.7, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

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

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

## 11 TERMINATION

- 11.1 **Termination by the Overall Coordinators:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the H Shares commences on the Stock Exchange:

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

- (a) any new law or regulation or any change or development involving a prospective change or any event or series of events or circumstances likely to result in a change or a development involving a prospective change in existing laws or regulations, or the interpretation or application thereof by any court or any competent Authority in or affecting Hong Kong, the PRC, Macau, the United States, the United Kingdom, the European Union (or any member thereof), Japan,

Singapore, or other jurisdictions relevant to the Group or the Global Offering (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”); or

- (b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic, fiscal, legal, regulatory, currency, credit or market conditions 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 devaluation of the Hong Kong dollar, United States dollar or Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or
- (c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases, accident or interruption or delay in transportation, local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed)) in or affecting any of the Relevant Jurisdictions; or
- (d) the imposition or declaration of any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on (i) the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market; or
- (e) the imposition or declaration of any general moratorium on banking activities in or affecting any of the Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or

- (f) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or
- (g) the commencement by any Authority or other regulatory or political body or organization of any public action or investigation against a Group Company or a director or a senior management member of any Group Company or announcing an intention to take any such action; or
- (h) the imposition of sanctions or export controls in whatever form, directly or indirectly, on any Group Company or any of the Warranting Shareholders or by or on any Relevant Jurisdiction, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or
- (i) any valid demand by creditors for payment or repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or
- (j) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or
- (k) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any Warranting Shareholder or any Director or senior management members as named in the Prospectus; or
- (l) any contravention by any Group Company or any Director of the Listing Rules or applicable Laws; or
- (m) any change or prospective change, or a materialization of, any of the risks set out in the section headed “Risk Factors” in the Prospectus,

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

- i. has or will or may have a Material Adverse Effect, whether directly or indirectly, 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 or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or
- iii. makes or will make or may make it impracticable, inadvisable, inexpedient or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged, or for the Hong Kong Public Offering and/or the Global Offering to proceed, or to market the Global Offering, or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or
- iv. has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that:

- (a) any statement contained in any of the Offering Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (the “**Global Offering Documents**”) was, when it was issued, or has become untrue, incorrect, inaccurate in any material respect or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such documents, was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or
- (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute a material omission or misstatement in any Global Offering Document; or
- (c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertakings given by the Company or the Warranting Shareholders in this Agreement or the International Underwriting Agreement; or
- (d) any event, act or omission which gives rise or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to the indemnities in this Agreement; or

- (e) any breach of any of the obligations or undertakings imposed upon the Company or any member of the Warranting Shareholders to this Agreement or the International Underwriting Agreement; or
- (f) there is any change or development involving a prospective change, constituting or having a Material Adverse Effect; or
- (g) that the Chairman of the Board, any Director or any member of senior management of the Company named in the Prospectus seeks to retire, or is removed from office or vacating his/her office; or
- (h) any Director or any member of senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company; or
- (i) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or
- (j) that the approval by the Listing Committee of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering (including pursuant to any exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (k) any expert named in the Prospectus (other than any of the Joint Sponsors) has withdrawn its consent to the issue of the Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or
- (l) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or
- (m) any expert named in the Prospectus (other than the Joint Sponsors and the Overall Coordinators) has withdrawn or sought to withdraw its consent to being named in any of the Offering Documents or to the issue of any of the Offering Documents; or
- (n) an order or petition is presented for the winding-up or liquidation of any member of the Group, or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group; or

- (o) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or
- (p) that (i) a material portion of the orders placed or confirmed in the bookbuilding process have been withdrawn, terminated or cancelled, or with respect to which the payment of the relevant orders and/or investment commitment has not been received or settled in the stipulated time and manner or otherwise; or (ii) the Joint Sponsors and the Overall Coordinators are not satisfied, in their sole and absolute opinion, with the results of the due diligence on any investors who have indicated interest in placing orders in the bookbuilding process; or (iii) there is any disagreement between the Joint Sponsors and the Overall Coordinators, on the one hand, and our Company, on the other hand, in connection with the bookbuilding process and the allocation and issue of the Offer Shares,

then, in each case, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice in writing to the Company, terminate this Agreement with immediate effect.

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

11.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 9, 13 to 17 and any rights or obligations which may have accrued under this Agreement prior to such termination;

11.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by successful applicants under valid applications under the Hong Kong Public Offering shall be refunded forthwith (in the latter case, the Company shall procure that the H Share Registrar and the Nominees dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Banks Agreement); and

11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall forthwith pay to the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.3 and 7.4 and the Overall Coordinators may, in accordance with the provisions herein, instruct the Nominees to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

## 12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Hong Kong Underwriters that except pursuant to the Global Offering (including pursuant to the Over-allotment Option), at any time after the date of this Agreement up to and including the date falling six months after the Listing Date (the “**First Six Month Period**”), it will not, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in the share capital or any other securities of the Company or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company, as applicable), or deposit any share capital or other securities of the Company, as applicable, with a depository in connection with the issue of depository receipts; or

12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or

12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or

12.1.4 offer to or agree to do any of the foregoing specified in Clause 12.1.1, 12.1.2 or 12.1.3 or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not the issue of such share capital or other securities will be completed within the First Six Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clause 12.1.1, 12.1.2 or 12.1.3 above or offers to or agrees to or announces any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the “**Second Six Month Period**”), it will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the Company will, create a disorderly or false market for any Shares or other securities of the Company.

The Warranting Shareholders undertake to each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it/he/she shall procure the Company to comply with the undertakings in this Clause 12.1.

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

12.3 **Lock-up on the Warranting Shareholders:** Each of the Warranting Shareholder hereby undertakes to each of the Company, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Hong Kong Underwriters that, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

12.3.1 it/she will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it/her and the companies controlled by it/her 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 depository in connection with the issue of depository 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 12.3.1(i) or (ii) above, or (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 12.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 12.3.1(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

12.3.2 it/she will not, during the Second Six Month Period, enter into any of the transactions specified in Clause 12.3.1(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 sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, it will cease to be a Controlling Shareholder of the Company or a member of a group of the Controlling Shareholders of the Company or would together with the other Controlling Shareholders cease to be “Controlling Shareholders” of the Company; and

12.3.3 until the expiry of the Second Six Month Period, in the event that it enters into any of the transactions specified in Clause 12.3.1(i), (ii) or (iii) or offer to or agrees to or contract to or publicly announce any intention to effect any such transaction, it/she will take all reasonable steps to ensure that such a disposal will not create a disorderly or false market in the securities of the Company.

Subject to compliance with the applicable requirements under the Listing Rules, the restrictions in this Clause 12.3 shall not prevent the Warranting Shareholders from (i) purchasing additional H Shares or other securities of the Company and disposing of such additional H Shares or securities of the Company in accordance with the Listing Rules, provided that any such purchase or disposal does not contravene the lock-up arrangements with the Warranting Shareholders referred to in this Clause 12.3 or the compliance by the Company with the Minimum Public Float Requirement, and (ii) using the H 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 Warranting Shareholder will immediately inform the Company and the Overall Coordinators in writing of such pledge or charge together with the number of H Shares or other securities of the Company so pledged or charged if and when it/she or the relevant registered holder(s) pledges or charges any Shares or other securities of the Company beneficially owned by it/her, and (b) when the relevant Warranting Shareholder receives indications, either verbal or written, from the pledgee or chargee of any H Shares that any of the pledged or charged Shares or other securities of the Company will be disposed of, it/she will immediately inform the Company and the Overall Coordinators of such indications.

The Company hereby undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that upon receiving such information in writing from the Warranting Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, the SFO and/or any other applicable Law, notify the Stock Exchange and/or other relevant Authorities, and make a public disclosure in relation to such information by way of an announcement.

- 12.4 **Full force:** The undertakings in this Clause 12 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

### 13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or despatched by the Company or any of its Warranting Shareholders (or by any of their respective directors, officers, employees, consultants, advisers or agents) during the period of twelve months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except in the event and to the extent that any such announcement, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law, and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall be made only after consultation with the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuer(s) thereof.
- 13.2 **Discussion with the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will, and the Warranting Shareholders undertake to procure that the Company will, conduct prior discussion with the Joint Sponsors and the Overall Coordinators in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the twelve months from the date of this Agreement, which may conflict with any statement in the Prospectus.
- 13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, or the termination of this Agreement. The Company shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

## 14 CONFIDENTIALITY

14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its Affiliates and its and its Affiliates' respective directors, officers, employees, consultants, advisers or agents will, for a period of two years from the date of this Agreement, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or in relation to the other parties to this Agreement.

14.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates, its and its Affiliates' respective directors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws;

14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement for disclosure of information has the force of law;

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

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

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

14.2.6 required or requested by any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI's, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;

14.2.7 required by any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinator, the CMI's, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates to seek to establish any defense or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

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

14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

provided that, in the case of Clauses 14.2.3 and 14.2.8, any such information disclosed shall be disclosed only after consultation with the other parties and the relevant recipients shall still be subject to the confidentiality obligation under this Agreement.

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

## 15 NOTICES

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

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

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

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

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

15.2.4 if sent by email, when successfully transmitted.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

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

**If to the Company:**

Address: Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC

Email: [amamda@truehealth.ai](mailto:amamda@truehealth.ai) / [guoj@truehealth.ai](mailto:guoj@truehealth.ai) / [cuitt@truehealth.ai](mailto:cuitt@truehealth.ai)

Attention: Ms. Cheong Hou Iam / Ms. Guo Jian / Ms. Cui Tingting

**If to the Warranting Shareholders:**

Address: Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC

Email: [amamda@truehealth.ai](mailto:amamda@truehealth.ai) / [guoj@truehealth.ai](mailto:guoj@truehealth.ai) / [cuitt@truehealth.ai](mailto:cuitt@truehealth.ai)

Attention: Ms. Cheong Hou Iam / Ms. Guo Jian / Ms. Cui Tingting

If to **CICC**:

Address: 29/F, One International Finance Centre, 1  
Harbour View Street, Central, Hong Kong  
Email: [ib\\_2025\\_project007@cicc.com.cn](mailto:ib_2025_project007@cicc.com.cn)  
Attention: 007 IB Project Team

If to **DBS**:

Address: 73/F The Center, 99 Queen's Road Central,  
Central, Hong Kong  
Email: [DBSProject007@dbs.com](mailto:DBSProject007@dbs.com)  
Attention: Project 007 Team c/o Jennifer LIU

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

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

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

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

## 16 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

16.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 16, shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or in connection with this Agreement including any question regarding its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or in connection with it (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the "**Rules**"). The Rules are deemed to be incorporated by reference into this Clause 16.2. 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. Any award of the tribunal shall be final and binding on the parties from the date it is made. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16.2 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this

Agreement. Nothing in this Clause 16.2 shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

- 16.3 **Service of documents:** Without prejudice to the provisions of Clause 16.4, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.

Service of process upon the Warranting Shareholders by service upon the Warranting Shareholders' Process Agent (as defined below) in its/his/her capacity as agent for the service of process for the Warranting Shareholders 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 the Warranting Shareholders. If for any reason the Warranting Shareholders' Process Agent shall cease to be agent for the service of process for any of the Warranting 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 Warranting Shareholder(s) (as the case may be) shall as soon as reasonably practicable notify the Joint Sponsors 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 Joint Sponsors and the Overall Coordinators. Where a new agent is appointed for the service of process for the Warranting Shareholder(s), such Warranting shareholder(s) shall deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment as soon as reasonably practicable, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of such Warranting Shareholder(s), and such appointment shall be effective upon the giving of notice of such appointment to such Warranting 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 any Warrantor in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, such Warrantor shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings was given, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of such Warrantor, and such appointment shall be effective upon the giving notice of such appointment to such Warrantor. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

- 16.4 **Process agent:** The Company has established a place of business in Hong Kong at 40/F, Dah Sing Financial Centre, 248 Queen's Road East, Wanchai, Hong Kong, and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Without prejudice to Clause 16.3 above, each of the Warranting Shareholders hereby irrevocably appoints the Company at its place of business in Hong Kong (the

“**Warranting Shareholders’ Process Agent**”) as its/her 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 Warranting Shareholders in Hong Kong.

16.5 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or any of the Warranting Shareholders has or can claim for itself/herself or its/his/her assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself/herself or its/his/her assets, properties or revenues any such immunity (whether or not claimed), the Company or such Warranting Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).

## 17 MISCELLANEOUS

17.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Joint Sponsors and the Overall Coordinators hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.

17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

17.3 **Assignment:** Each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 and any successor entity to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.

17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other

parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Joint Sponsors and the Sponsor-OC, the Sponsor and Sponsor-OC Mandates, (ii) with respect to the Company and the Overall Coordinators, and (iii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OC Mandates and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto.
- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to

Clause 17.15.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.

- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award, and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 17.11 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.12 **Taxation:** All payments to be made by or on behalf of the Company or the Warranting Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company or the Warranting Shareholders, as the case may be, will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable.

If any of the other parties is required by any Authority to pay any Taxes as a result of this Agreement, the Company (or the Warranting Shareholders, as the case may be) will pay an additional amount to such party so that the full amount of such payments

as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

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

17.14 **No right of contribution:** Each of the Warranting Shareholders hereby irrevocably and unconditionally:

17.14.1 waives any right of contribution or recovery or any claim, demand or action it/he/she may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it/him/her, or any loss or damage or liability suffered or incurred by it/him/her, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it/he/she entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

17.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it/him/her whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and

17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it/him/her under this Agreement) not to make any claim against any member of the Group or any director, officer or employee of the Company or of any other member of the Group on whom it/he/she may have relied before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.

17.15 **Right of Third Parties:** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 17.15:

17.15.1 Indemnified Parties who are not parties to this Agreement may enforce and rely on Clause 10 to the same extent as if they were a party to this Agreement;

17.15.2 An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement; and

17.15.3 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 17.15.1.

- 17.16 **Professional Investors:** Each of the Company and the Warranting Shareholders has read and understood the Professional Investor Treatment Notice set forth in 7 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 Warranting Shareholders, and “**we**” or “**us**” or “**our**” shall mean the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters).
- 17.17 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.
- 17.18 **Further Assurance:** The Warrantors shall from time to time, on being required to do so by the Joint Sponsors and/or the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Joint Sponsors and/or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.19 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

**SCHEDULE 1  
THE HONG KONG UNDERWRITERS**

<b>Hong Kong Underwriter (Address, Addressee and Email)</b>	<b>Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)</b>	<b>Percentage to be underwritten</b>
<p>CICC</p> <p>29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong</p> <p>Email: <a href="mailto:ib_2025_project007@cicc.com.cn">ib_2025_project007@cicc.com.cn</a> Attention: 007 IB Project Team</p>	See below	See below
<p>DBS</p> <p>73/F, The Center, 99 Queen's Road Central, Central, Hong Kong</p> <p>Email: <a href="mailto:DBSProject007@db.com">DBSProject007@db.com</a> Attention: Project 007 Team c/o Jennifer LIU</p>	See below	See below
<p>ABCI Securities Company Limited</p> <p>10/F, 50 Connaught Road, Central, Hong Kong</p> <p>Email: <a href="mailto:abcic.ecm@abci.com.hk">abcic.ecm@abci.com.hk</a> Attention: ABCI ECM</p>	See below	See below
<p>CMBC Securities Company Limited</p> <p>34/F., One Exchange Square, 8 Connaught Place, Central, Hong Kong</p> <p>Email: <a href="mailto:ecm@cmbccap.com">ecm@cmbccap.com</a> Attention: ECM Team</p>	See below	See below
<p>Funde Securities Limited</p> <p>Unit 2203, 22/F, Tower 1, Admiralty Centre, 18 Harbour Road, Admiralty, Hong Kong</p> <p>Email: <a href="mailto:ecm@fundesec.com.hk">ecm@fundesec.com.hk</a> Attention: Funde ECM Team</p>	See below	See below

<b>Hong Kong Underwriter (Address, Addressee and Email)</b>	<b>Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)</b>	<b>Percentage to be underwritten</b>
Livermore Holdings Limited  Unit 1214A, 12/F, Tower II Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong  Email: <a href="mailto:project007@livermoreinc.com">project007@livermoreinc.com</a> Attention: Livermore ECM	See below	See below
Open Securities Limited  Suite 3208-09, 32/F, Tower 6, The Gateway, 9 Canton Road, Kowloon, Hong Kong  Email: <a href="mailto:ECM_Projects@opensecltd.com">ECM_Projects@opensecltd.com</a> Attention: Vicky Cheuk / Penny Cheung	See below	See below
South China Securities Limited  36/F., The Centrium, 60 Wyndham Street, Central, Hong Kong  Email: <a href="mailto:project007@sctrade.com">project007@sctrade.com</a> Attention: Keo Chiu	See below	See below
SPDB International Capital Limited  33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong  Email: <a href="mailto:ecm@spdbi.com">ecm@spdbi.com</a> Attention: SPDBI ECM team	See below	See below
<b>Total:</b>	356,480	100%

$$A = B/C \times 356,480 \text{ Shares}$$

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 356,480, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

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

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

**SCHEDULE 2**  
**THE WARRANTING SHAREHOLDERS**

<b>Name</b>	<b>Address</b>	<b>Email</b>	<b>Fax</b>
Ms. Cheong Hou Iam (張昊任)	Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC	amamda@truehealth.ai cuitt@truehealth.ai	(86) 01082666567
Guangdong Hengqin Renxiang Biotechnology Co., Ltd.* (廣東橫琴任祥 生物科技有限公司) (“ <b>Renxiang Biotechnology</b> ”)	Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC	amamda@truehealth.ai cuitt@truehealth.ai	(86) 01082666567
China True Health Medical Technology Co., Ltd. (中國真健康 醫療科技有限公司) (“ <b>China True Health Medical</b> ”)	Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC	amamda@truehealth.ai cuitt@truehealth.ai	(86) 01082666567
China Shui Mu Medical Technology Company Limited (中 國水木醫療科技有限 公司) (“ <b>Shuimu Medical Technology</b> ”)	Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC	amamda@truehealth.ai cuitt@truehealth.ai	(86) 01082666567
Guangdong Hengqin Renyang Biotechnology Center (Limited Partnership)* (廣東橫琴任陽生物科 技中心(有限合夥)) (“ <b>Renyang Biotechnology</b> ”)	Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC	amamda@truehealth.ai cuitt@truehealth.ai	(86) 01082666567
Zhuhai Chengzhen Health Technology Partnership (Limited Partnership)* (珠海誠 真健康科技合夥企業 (有限合夥)) (“ <b>Chengzhen Health</b> ”)	Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC	amamda@truehealth.ai cuitt@truehealth.ai	(86) 01082666567
Zhuhai Jiarun Tongchuang	Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin	amamda@truehealth.ai cuitt@truehealth.ai	(86) 01082666567

Name	Address	Email	Fax
Technology Development Partnership (Limited Partnership)* (珠海嘉潤同創科技發展合夥企業(有限合夥)) (“ <b>Jiarun Tongchuang</b> ”)	New District, Zhuhai, Guangdong Province, PRC		
Zhuhai Jiarun Hechuang Technology Development Partnership (Limited Partnership)* (珠海嘉潤合創科技發展合夥企業(有限合夥)) (“ <b>Jiarun Hechuang</b> ”)	Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC	amamda@truehealth.ai cuitt@truehealth.ai	(86) 01082666567
Zhuhai Meijirui Medical Technology Partnership (Limited Partnership)* (珠海美吉睿醫療科技合夥企業(有限合夥)) (“ <b>Zhuhai Meijirui</b> ”)	Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC	amamda@truehealth.ai cuitt@truehealth.ai	(86) 01082666567
Zhuhai Jiarun Xinchuang Technology Development Partnership (Limited Partnership)* (珠海嘉潤新創科技發展合夥企業(有限合夥)) (“ <b>Jiarun Xinchuang</b> ”)	Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC	amamda@truehealth.ai cuitt@truehealth.ai	(86) 01082666567
Xinhui Runkang (Zhuhai Hengqin) Investment Consulting Center (Limited Partnership)* (欣慧潤康(珠海橫琴)投資諮詢中心(有限合夥)) (“ <b>Xinhui Runkang</b> ”)	Room 101, 1/F, Building 9, 1889 Huandao East Road, Hengqin New District, Zhuhai, Guangdong Province, PRC	amamda@truehealth.ai cuitt@truehealth.ai	(86) 01082666567

## SCHEDULE 3 THE WARRANTIES

### Part A: Representations and Warranties of the Warrantors

Each of the Warrantors, jointly and severally, represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the CMI's, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

#### 1 Accuracy of Information

- 1.1 None of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, the Disclosure Package, the Offering Circular or any individual Supplemental Offering Material (as defined below) when considered together with the Preliminary Offering Circular and the Disclosure Package, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.2 No individual Supplemental Offering Material (as defined below) conflicts or will conflict with the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package or the Offering Circular (as used herein, "**Supplemental Offering Material**" means any "**written communication**" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (other than the Hong Kong Public Offering Documents, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular or amendments or supplements thereto), including, without limitation, any roadshow materials, investor presentations and press releases relating to the Offer Shares that constitutes such a written communication).
- 1.3 All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including the statements regarding the sufficiency of working capital, future plans, use of proceeds, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package, the Offering Circular, the Supplemental Offering Material (when considered together with the Preliminary Offering Circular) and the CSRC Filings (A) have been made after due, careful and proper consideration; (B) were and remain based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package, the Offering Circular and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; and (C) represented and continue to represent reasonable and fair grounds, assumptions and expectations honestly held based on facts known to each of the Company, any Subsidiary, and/or any of their respective directors, supervisors (if any), officers, employees, affiliates (as defined in Rule 501(b) of

Regulation D under the Securities Act, “**affiliates**”) or agents; there are and will be no other facts known or which could, upon due and careful inquiry, have been known to each of the Warrantors or the Directors 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 and will contain (A) all information and particulars required to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, all other rules and regulations of the Stock Exchange and all applicable Laws; and (B) all such information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, business, condition (financial or otherwise), financial position, profits and losses, management and prospects of the Company and the Subsidiaries, taken as a whole, and the rights attaching to the Shares.
- 1.5 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice) and all filings and submissions provided by or on behalf of the Warrantors, the Subsidiaries and/or any of their respective directors, supervisors (if any), officers, employees, affiliates or agents, to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority have complied and will comply with all applicable Laws, contain no untrue statement of a material fact and do not omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.6 Except where permitted or required by the Stock Exchange, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in Hong Kong, the PRC or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent applicable, with Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange (as amended and updated from time to time, the “**Guide**”) in respect of Rule 9.08 of the Listing Rules.
- 1.7 Without prejudice to any of the other Warranties:
  - 1.7.1 the statements contained in the section of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular headed “Future Plans and Use of Proceeds,” including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration and inquiry;
  - 1.7.2 the statements contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular relating to Company’s consolidated indebtedness as at close of business on April 30, 2026 are complete, true and accurate and not misleading and all material developments after April 30, 2026 in relation to the Company’s indebtedness have been disclosed;

- 1.7.3 the statements relating to the Group’s working capital contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular in the section headed “Financial Information” are complete, true and accurate and not misleading;
- 1.7.4 the statements relating to the Group’s liquidity and capital resources contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular in the section headed “Financial Information” are complete, true and accurate and not misleading;
- 1.7.5 the statements relating to the interests of the Warrantors and their respective directors (if applicable) in the share capital of the Company and in contracts with the Company and the Subsidiaries contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular are complete, true and accurate and not misleading;
- 1.7.6 the statements contained in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular (A) in the sections headed “Share Capital” and “Appendix V—Summary of Articles of Association,” insofar as they purport to describe the terms of the Offer Shares; (B) in the section headed “Regulatory Overview”, “Appendix IV—Summary of Principal Legal and Regulatory Provisions” and “Appendix V—Summary of Articles of Association,” insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Company and the Subsidiaries; (C) in the section headed “Appendix III—Taxation and Foreign Exchange”, “Taxation”, “Appendix IV—Summary of Principal Legal and Regulatory Provisions” and “Appendix VI—Statutory and General Information,” insofar as they purport to describe the provisions of the Laws and documents referred to therein; and (D) in the section headed “Appendix V—Summary of Articles of Association,” insofar as they purport to describe the material provisions of the Articles of Association, are true, complete and accurate in all material respects and are not misleading, and constitute fair and accurate summaries of the relevant terms, Laws, regulations and documents;
- 1.7.7 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, the Disclosure Package and the Offering Circular under the heading “Summary—Dividends” and “Financial Information—Dividends” represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, careful and proper consideration and inquiry;
- 1.7.8 the statements contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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 their respective directors (if applicable) arrived at after due, proper and careful consideration; and

- 1.7.9 the reply to each question set out in the Verification Notes given by or on behalf of the Warrantors or the Subsidiaries or their respective directors or employees (if applicable) and all statements and information provided by or on behalf of any of the Warrantors or the Subsidiaries and their respective directors or employees (if applicable) in connection with any application or submission to or correspondence with the Stock Exchange, the SFC, CSRC or other applicable Authority, was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Warrantors or the Subsidiaries or if applicable, their respective directors (or any of them) or employees have been given or prepared in good faith and with due care and attention.
- 1.8 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular as having come from the Warrantors has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate and effective safeguards to ensure that the information is complete, true and accurate and fairly presents the information shown therein; the section entitled “Financial Information” in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular accurately describes the Company’s exposure to changes in interest rates, liquidity and foreign exchange rates, risk exposure estimates, and sensitivity of the Company’s assets and liabilities to changes in interest rates and foreign exchange rates as of the dates indicated therein, and the limitations of such sensitivity analysis; statistical and market-related data and information disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular as having come from a source other than the Warrantors are based on or derived from sources which the Warrantors reasonably believe to be reliable and accurate and represent the Warrantors’ good faith estimates that are made on the basis of data derived from such sources, and such data accurately reflect the information or the sources from which they are derived; and the Company has obtained the written consent to the use of such data from such sources to the extent required.
- 1.9 All information supplied or disclosed in writing or orally from time to time (and any new or additional information that updates or amends such information) by or on behalf of the Warrantors, the Subsidiaries, or their respective directors, supervisors (if any), officers, employees, affiliates or agents to the Stock Exchange, the SFC, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant and legal and other professional advisers to the Company and the Hong Kong Underwriters for the purposes of the Global Offering or the listing of the H Shares on the Stock Exchange (including the answers and documents contained or referred to in the

Verification Notes, any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package, the Offering Circular, the Supplemental Offering Materials, the CSRC Filings, the investor presentation materials, roadshow materials and analyst presentation materials, or provided for or in the course of due diligence or the discharge by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs or the Hong Kong Underwriters of their obligations under all applicable Laws (including the Code of Conduct, the Listing Rules and the CSRC Rules), the discharge by the Joint Sponsors of their obligations as sponsors under the Code of Conduct, the Listing Rules and other applicable Laws, or for the discharge by the Overall Coordinators and the CMIs of their respective obligations as an Overall Coordinator and/or a CMI under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other Authorities and the documents contained therein or referred thereto, and the submissions made by or on behalf of the Company and/or any of the Subsidiaries) was so disclosed or made available in full and in good faith and was when given and remains complete, true and accurate and not misleading.

## **2 CSRC Filings**

- 2.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.
  
- 2.2 All information disclosed or made available in writing or orally and used as the basis of information contained in the CSRC Filings by or on behalf of the Company and/or any of the Subsidiaries, and/or any of their respective directors, officers, employees, affiliates or agents, to the CSRC, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company for the purpose of replying to queries and comments raised by the CSRC (including the information, answers and documents used as the basis of information contained or referred to in the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Joint Sponsors, the Sponsor-OC, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of their obligations under all applicable Laws (including the CSRC Rules), or for the discharge by the Overall Coordinators of their respective obligations as an Overall Coordinator under the Code of Conduct, the Listing Rules and other applicable Laws) was so disclosed or made available in full and in good faith and was, when given and remains complete, true and accurate and not misleading in any respect, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading in any respect.

- 2.3 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
- 2.4 Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.
- 3 Neither the Company nor any of the Warranting Shareholders has given, entered into, or is otherwise subject to any undertaking, commitment, side letter, assurance or similar arrangement (whether written or oral) with the CSRC that has not been disclosed in writing to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.

#### **4 The Company and the Subsidiaries**

- 4.1 The Company has and upon the Listing Date will have the authorized and issued capital as set forth in the sections headed “History and Corporate Structure–Capitalization of our Company” and “Share Capital” in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, and all of the issued shares of the Company (A) have been duly authorised, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; (E) have been issued in compliance with all applicable Laws, (F) are not subject to any Encumbrances or adverse claims, and (G) are and upon the Listing Date will be owned by shareholders identified in each of the Hong Kong Public Offering Documents; the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular in the amounts specified therein; no person is, or at each of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date will be, entitled to any pre-emptive, resale right, right of first refusal or other similar rights to acquire the Offer Shares or any other securities of the Company; and there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the Shares or any other class of shares of the Company except pursuant to this Agreement or the International Underwriting Agreement.
- 4.2 Each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing under the Laws of its jurisdiction of incorporation, registration or organization with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular and is capable of suing and being sued in its own name.

- 4.3 Each of the Company and the Subsidiaries has been duly qualified to transact business and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business that requires such qualification.
- 4.4 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.
- 4.5 Each of the Subsidiaries that is a PRC entity has passed each annual examination by the applicable PRC Authorities without being found to have any deficiency or default under applicable PRC Laws, and has timely received all requisite certifications from each applicable Authority.
- 4.6 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the Articles of Association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules).
- 4.7 None of the Company or any Subsidiary has entered into any agreement for the establishment of any company or undertaking in which the Company or any Subsidiary will or agrees to own or control a majority interest.
- 4.8 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, no person, individually or together with its affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
- 4.9 None of the Company or any of the Subsidiaries is conducting or proposes to conduct any business, or has acquired or proposes to acquire or has incurred or proposes to incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Company or such Subsidiary, as the case may be, but which is not directly or indirectly related to the business of the Company and the Subsidiaries, taken as a whole, as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

## 5 Offer Shares

- 5.1 The Offer Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable,
- 5.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances or adverse claims;

- 5.1.2 will have attached to them the rights and benefits specified in the Articles of Association as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular;
  - 5.1.3 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;
  - 5.1.4 will be free of any restriction upon the holding, voting or transfer thereof under the applicable Laws or the Articles of Association or other constituent or constitutive documents or the business licence of the Company or any agreement or other instrument to which the Company is a party; and
  - 5.1.5 will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers.
- 5.2 No holder of Offer Shares after the completion of the Global Offering is or will be subject to any personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.
  - 5.3 The Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, including the descriptions in the sections headed "History and Corporate Structure—Capitalization of our Company," "Share Capital" and "Appendix V—Summary of Articles of Association".
  - 5.4 The certificates for the Offer Shares are in proper form to be legal and valid under the Laws of the PRC and Hong Kong.
  - 5.5 Except as set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, there are no restrictions on subsequent transfers of the Offer Shares under the Laws of the PRC and Hong Kong.

## 6 The Underwriting Agreements and the Operative Documents

- 6.1 Each of this Agreement, the International Underwriting Agreement, the Prospectus, the Operative Documents and any other documents required to be executed by any of the Warrantors pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been, or will be, duly and validly authorised, executed, and delivered by each of the Warrantors and constitutes or will constitute a legal, valid and binding agreement of the respective Warrantor, enforceable in accordance with its terms.
- 6.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the

Disclosure Package and the Offering Circular headed, “Plan of Distribution,” “Structure of the Global Offering” and “Underwriting,” insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement, are complete, true and accurate and not misleading.

## **7 No Conflict, Compliance and Approvals**

- 7.1 None of the Company or any Subsidiary is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents and its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, except in each case of clauses (B) and (C) as would not individually or in the aggregate result in a Material Adverse Effect, and have not received any notice of any actual or potential liability under or pursuant to any violation of applicable Laws.
- 7.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated and the fulfilment of the terms hereof or thereof do not and will not (A) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which any of the Warrantors or any Subsidiary is a party, by which any of the Warrantors or any Subsidiary is bound or to which any of the property or assets of any of the Warrantors or any Subsidiary is subject, except as would not individually or in the aggregate result in a Material Adverse Effect; (B) violate any provision of the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of any of the Warrantors or any Subsidiary; (C) violate any applicable Law; or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary.
- 7.3 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the Shares on the Main Board, all licenses, permits, permissions, authorizations, consents, approvals, certificates, clearances, qualifications, franchises, orders and other concessions of and from, and all registrations, declarations, notifications and filings of or with, any Authority having jurisdiction over any of the

Warrantors or the Subsidiaries, or any of their respective properties (each a “**Governmental Authorization**”) required or advisable under any applicable Law in connection with (A) the Global Offering; (B) the issuance and sale of the Offer Shares; (C) the execution of this Agreement, the International Underwriting Agreement and the Operative Documents and each of the agreements relating to the Global Offering; (D) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents and each of the agreements relating to the Global Offering to which any of the Warrantors is a party; (E) the deposit of the Offer Shares with Hong Kong Securities Clearing Company Limited; and (F) the issuance, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Hong Kong Public Application Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, and for the Company and the Subsidiaries to carry on their business and operations as described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.

- 7.4 Approval in principle has been obtained from the listing committee of the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange, and, to the best of the Warrantors’ knowledge, there is no reason to believe that such approval may be revoked, suspended or modified.
- 7.5 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with, the Global Offering, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, and such approvals and authorizations are in full force and effect, and there is no reason to believe that any such approvals and authorizations may be revoked, suspended or modified.
- 7.6 Each of the Company and the Subsidiaries (A) is in compliance with all Laws described or referred to in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular in the sections headed “Regulatory Overview” (“**Relevant Laws**”) in all material respects; (B) has received all Governmental Authorization required of them under Relevant Laws to own, lease, license and use its property and assets and conduct their respective businesses, and such Governmental Authorization are valid and in full force and effect and contain no conditions precedent that have not been fulfilled or performed or other burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; and (C) is in compliance with the provisions of all such Governmental Authorizations in all material respects; none of the Company or any of the Subsidiaries has received

any notice of revocation or modification of any such Governmental Authorization or has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorizations; and the Company and the Subsidiaries have not received notice of any actual or potential liability under or violation of any Relevant Laws.

- 7.7 (A) all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Company or its Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, have been obtained or made; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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) (i) its memorandum and articles of association or other constituent or constitutive documents or the business licence (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which it is bound or any of its properties or assets may be bound or affected, or (iii) any Laws applicable to the Company or any of the Subsidiaries or any of their properties or assets described in each of Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any of the Subsidiaries.

## 8 **Accounts and Other Financial Information**

- 8.1 The Reporting Accountants, whose accountant's report on certain consolidated financial statements of the Company is included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, are independent public accountants with respect to the Company under the Code of Ethics for Professional Accountants issued by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder.
- 8.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular give a true, complete and fair view of the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its consolidated Subsidiaries as

of the dates and for the periods indicated, and have been prepared in conformity with the International Financial Reporting Standards (“IFRS”) and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) such audited consolidated historical financial statements make due provision for any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) the profits and losses shown on such audited consolidated historical financial statements and selected financial data and the trend of profits and losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low; (D) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular are derived from the accounting records of the Company and the Subsidiaries, present accurately and fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the pro forma financial information (and the notes thereto) included under “Appendix II — Unaudited Pro Forma Financial Information” (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular has been prepared in accordance with the applicable requirements of the Listing Rules and has been presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any) are reasonable and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any); (F) the depreciation and amortization has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (G) there are no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries that are required by any applicable Law or Listing Rules to be included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular that are not included as required; (H) none of the Company or the Subsidiaries has any liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; and (I) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

- 8.3 The prospective information as set forth in the sections “Summary,” “Business” and “Financial Information” of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular and any forecasts and estimates, if any contained in the CSRC Filings (the “**Prospective Financial Information**”) has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the Company and the bases and assumptions stated in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Disclosure Package, the Offering Circular and the CSRC Filings, and in accordance with the Company’s accounting policies described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are those that the Company believes are significant in forecasting the financial performance of the Company and its Subsidiaries, and (ii) reflect, for each relevant period, a reasonable forecast or estimate, as applicable, by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a reasonable forecast by the Company of the financial performance of the Company.
- 8.4 The unaudited consolidated management accounts of the Company and its Subsidiaries as of April 30, 2026 and for the four months ended April 30, 2026 and other accounting records of the Company (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries was a party during the four months ended April 30, 2026; (B) contain no inaccuracies or discrepancies of any kind; and (C) present fairly the consolidated financial position of the Company as of April 30, 2026 and the consolidated results of operations of the Company for the four months ended April 30, 2026; and there has been no decrease in the share capital, cash and cash equivalents, net current assets or total current assets or increases in long-term debt or total current liabilities of the Company as of April 30, 2026 as compared to amounts shown in latest consolidated balance sheet of the Company as of December 31, 2025 included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, and the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.
- 8.5 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular entitled “Financial Information—Liquidity and Capital Resources” (the “**Working Capital Statement**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Working Capital Statement represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately

following the Prospectus Date and that in the Company's view, taking into account the net proceeds to be received by the Company from the Global Offering, the financial resources available to the Company and the Subsidiaries, including the Company's consolidated cash and cash equivalents on hand, and available banking facilities, the working capital available to the Company and the Subsidiaries is and will be adequate for the Company and the Subsidiaries' present requirements and for at least the 12-month period immediately following the Prospectus Date.

- 8.6 The statements set forth in the section entitled "Financial Information—Material Accounting Policies and Estimates" in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular are complete, true and accurate in all material respects and not misleading and accurately and fully describes (A) accounting policies which the Company believes are the most important in the portrayal of the Company's and the Subsidiaries' financial condition and results of operations (the "**Critical Accounting Policies**"); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) an explanation of the likelihood that different amounts would be reported under different conditions or using different assumptions; and the Board, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Company's legal advisers and the Reporting Accountants with regard to such selection, application and disclosure.
- 8.7 The sections entitled "Financial Information—Liquidity and Capital Resources" and "Financial Information—Indebtedness" in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular accurately and fairly describe (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all off balance sheet transactions, arrangements, and obligations; and none of the Company or any Subsidiary has any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities, that are reasonably likely to have a material effect on the liquidity of the Company and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources.
- 8.8 The board memorandum of profit forecast for the period from January 1, 2026 to December 31, 2026 and working capital forecast for the period from January 1, 2026 to June 30, 2027 (the "**Profit Forecast Memorandum**") has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering and prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable; and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the

Directors and can be properly supported; and (C) the assumptions used in the preparation of the Profit Forecast Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; there are no other facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum.

8.9 The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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 Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) of the Company included in any of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

8.10 All historical financial information contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular (other than in the report of the Reporting Accountants set out in Appendix I to the Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I to the Prospectus or is derived from the relevant accounting records of the Company and the Subsidiaries which the Warrantors in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

## **9 Indebtedness and Material Obligations**

9.1 Except otherwise disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure

Package and the Offering Circular, (A) none of the Company or any of the Subsidiaries has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any mortgage or charge or any guarantee or other contingent liabilities; (B) no material outstanding indebtedness of the Company or any of the Subsidiaries has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or the relevant Subsidiaries; (C) no person to whom any material indebtedness of the Company or any of the Subsidiaries that is repayable on demand is owed has demanded or, to the best of the Warrantors' knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any of the Company or the Subsidiaries, or under any guarantee of any material liability of any of the Company or the Subsidiaries, by reason of default of any of the Company or the Subsidiaries or any other person or under any guarantee given by any of the Company or the Subsidiaries; (E) none of the Company or any of the Subsidiaries has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent; and (F) all guarantees of indebtedness of the Company and its Subsidiaries are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of indebtedness of any party other than the Company or any of the Subsidiaries.

- 9.2 The amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on its borrowing contained in its memorandum and articles of association or other constituent or constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company or any of the Subsidiaries has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of the Subsidiaries, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown in accordance with the terms, and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company or any of the Subsidiaries from or by any Authority in consequence of which the Company or the relevant Subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

## 10 Subsequent Events

- 10.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the PHIP, the Preliminary

Offering Circular, the Disclosure Package and the Offering Circular, none of the Company or any of the Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract, transaction, commitment or agreement that is material to the Company or the relevant Subsidiaries; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations) that is material to the Company or the relevant Subsidiaries; (C) acquired, sold, transferred or disposed of, or agreed to acquire, sell, transfer or dispose of any business, asset, business unit, or technology that is material to the Company or the relevant Subsidiaries; (D) entered into merger, business consolidation, joint venture, strategic cooperation with any other entity or business that is material to the Company or the relevant Subsidiaries; (E) cancelled, waived, released or discounted in whole or in part any debt or claim; (F) made any sale or transfer of any material tangible or intangible asset, created any mortgage or pledge, or incurred any Encumbrance on any asset or any lease of property, plant or equipment that is material to the Company or the relevant Subsidiaries, other than such Encumbrances created in the ordinary course of business and tax liens with respect to taxes not yet due and statutory right of customers (if any) in inventory and other assets; or (G) 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 (F) above.

10.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, (A) none of the Company or any of the Subsidiaries has sustained any loss or interference with its business from fire, explosion, flood, earthquake, epidemic, pandemic, outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority; (B) each of the Company and the Subsidiaries has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on 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; (C) each of the Company and the Subsidiaries has continued to pay its creditors in the ordinary course of business and on arms' length terms; and (D) there has been no material changes in the relations of the business of each of the Company and the Subsidiaries with their respective customers, suppliers, licensors or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of said business or of the Company and the Subsidiaries as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Company and the Subsidiaries as a whole.

10.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, there has not been (A) any Material Adverse Change; (B) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the Subsidiaries, taken as a whole; (C) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any of the

Company or the Subsidiaries; or (D) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any of the Company or the Subsidiaries.

- 10.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, there has been and will be no change in the issued share capital or increase in non-current borrowings of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; and there has been and will be no decreases in total revenues during the period from the date of the latest audited consolidated income statement of the Company to (i) the date of this Agreement, (ii) the date of the Final Offering Circular (if different from the date hereof) or (iii) each Time of Delivery (as defined in the International Underwriting Agreement), as applicable, in each case as compared to the corresponding periods in the preceding financial year.
- 10.5 (A) Save as otherwise disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, none of the suppliers and customers of the Company or any of the Subsidiaries has owned any interest in the Company or any of its Subsidiaries; (B) To the best of the Company's knowledge, none of the shareholders or directors of any of the Company or the Subsidiaries or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, directly or indirectly interested in more than 5% of the Group's five largest suppliers and customers; (C) none of the Group's suppliers and customers are connected persons of the Group; (D) the Company and the Subsidiaries have not had any litigation, claims or material disagreements with their suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations; and (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Company and the Subsidiaries, none of the Company or any of its Subsidiaries has provided any form of financial assistance to their suppliers and customers.

## 11 **Assets**

- 11.1 (A) Each of the Company and the Subsidiaries has valid title to all real property and assets that it purports to own, in each case free and clear of all Encumbrances and defects; (B) each of the Company and the Subsidiaries has valid title to all material personal assets it purports to own, in each case free and clear of all Encumbrances and defects; (C) each lease to which the Company or any Subsidiary is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto; (D) no default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or any Subsidiary has occurred and is continuing or is likely to occur under any of such leases; (E) neither the Company nor any Subsidiary is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by

any person which may be materially adverse to the rights or interests of the Company and/or the Subsidiaries under such lease, tenancy or license or may materially and adversely affect the rights of the Company and/or the Subsidiaries to the continued possession or use of such leased or licensed property or other asset; (F) the right of the Company and/or the Subsidiaries to possess or use such leased or licensed 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; (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, except for any violation that would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and (I) neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, and no other real properties or assets are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

- 11.2 (A) Each of the Company and the Subsidiaries owns free of Encumbrances, or has obtained (or can obtain on reasonable terms) valid licences for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement pursuant to which the Company or any of the Subsidiaries has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiaries have complied with the terms of each such agreement, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; (C) there is no claim to the contrary or any challenge by any other person to the rights of the Warrantors or any of the Subsidiaries with respect to the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (D) none of the Warrantors or the Subsidiaries has infringed or is infringing the Intellectual Property of a third party, and none of the Warrantors or the Subsidiaries has received notice or claim by a third party to the contrary; (E) there are no third parties who have,

or to the best of the Warrantors' knowledge after due and careful inquiry, will be able to establish, rights to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which are licensed to the Company and/or any of the Subsidiaries; (F) to the best of the Warrantors' knowledge after due and careful inquiry, there is no infringement or unauthorized use by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (G) there is no pending, or to the best of the Warrantors' knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the rights of the Company or any of the Subsidiaries in or to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (H) there is no pending, or to the best of the Warrantors' knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries and there are, to the best of the Warrantors' knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) there is no pending, or to the best of the Warrantors' knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary infringes or otherwise violates, or would, upon the commercialization of any product or service described in any of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, if any, as under development, infringe or violate, any Intellectual Property of others, and there are, to the best of the Warrantors' knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) to the best of the Warrantors' knowledge after due and careful inquiry, there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or that challenges the validity, enforceability or scope of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (K) to the best of the Warrantors' knowledge after due and careful inquiry, there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the jurisdictions in which the Company or any of the Subsidiaries operates having jurisdiction over intellectual property matters; and (L) the proposed new product or service described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, if any, as under development by the Company or any Subsidiary fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, the Company or any Subsidiary.

- 11.3 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively "**Information Technology**") owned, used, licensed by or to the Company and the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to conduct, or material to, the operation of the business of the Company and the Subsidiaries; (B) the Information Technology are

adequate for, and operate and perform as required in connection with, the operation of the business of the Company and the Subsidiaries, taken as a whole, as currently conducted; (C) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiaries or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; (D) each agreement pursuant to which the Company or each Subsidiary has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; the Company and the Subsidiaries have complied with the terms of each such agreement in all material respects, and each such agreement is in full force and effect; and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; and none of the Company or any Subsidiary has given or received any notice to or from any party to terminate any such agreement; (E) all material records and systems (including but not limited to the Information Technology) and all material data and information of the Company and the Subsidiaries are maintained and operated by the Company and the Subsidiaries and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the Subsidiaries; (F) in the event that the persons providing maintenance or support services for the Company and the Subsidiaries with respect to the Information Technology cease or are unable to provide such services, the Company and the Subsidiaries have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (G) there are no material defects relating to the Information Technology; (H) each of the Company and the Subsidiaries has in place procedures to prevent unauthorized access and the introduction of viruses to the Information Technology and to enable the taking and storing of back-up copies of the software and data; and (I) 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 relevant Group Company.

- 11.4 There are no material bugs or viruses, logic bombs, or other contaminants (including without limitation, “worm” or “Trojan horses”) in or failures or breakdowns of any material computer hardware or software or any other material Information Technology equipment used in connection with the business of the Company or any of the Subsidiaries which is necessary for the business of the Company or the relevant Subsidiaries.
- 11.5 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no

material breaches, violations, outages, leakages or unauthorized uses of or accesses to the same.

## 12 **Compliance with Employment and Labor Laws**

- 12.1 Except as disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, none of the Company and the 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; all housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of the present or past employees of each of the Company and the Subsidiaries arising from their employment with the Company or such Subsidiary are fully provided for by way of an adequately funded pension scheme established for and on behalf of the Company or such Subsidiary that is or was the employer of such person or established by the Company or such Subsidiary in the name of the relevant present or past employees; there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any Subsidiary other than remuneration accrued, due or for reimbursement of business expenses; no director or senior management or key employee of the Company or any Subsidiary has given or been given notice terminating their contracts of employment; there is no proposal to terminate the employment or consultancy of any director, senior management, key employee or consultant of the Company or any Subsidiary or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); none of the Company and the Subsidiaries has any material undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, senior management, key employees or consultants; no liability has been incurred by the Company or any Subsidiary 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 Subsidiary; none of the Company and the Subsidiaries has any redundancy plans with respect to its employees which are to be implemented in the three years following the date hereof; where the Company or any Subsidiary participates in, or has participated in, or is liable to contribute to any such scheme, the Company or such Subsidiary has complied with the requirements to make contributions to such schemes in accordance with the terms thereof; and neither the Company nor any Subsidiary has any financial obligation to any Authority or any social security fund or other fund maintained by any Authority in connection with the Global Offering.
- 12.2 All contracts of service, contracts for services and consultancy agreements in relation to the employment of the directors, consultants and employees of the Company and/or the Subsidiaries are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the Company or the relevant

Subsidiaries and the subsisting contracts of service, contracts for services and consultancy agreements to which the Company and/or the Subsidiaries is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and there are no claims pending or, to the best of the Warrantors' knowledge after due and careful enquiry, threatened or capable of arising against the Company or the Subsidiaries, brought by any director, senior manager, consultant, employee or third party, in respect of any accident or injury not fully covered by insurance; each of the Company and/or the Subsidiaries has, in relation to its respective directors, employees or consultants (and so far as relevant, to each of its respective former directors, employees or consultants), complied in all respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy.

12.3 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, none of the Directors has a service contract with any of the Company or its Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

12.4 No material labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, is imminent or, to the best of the Warrantors' knowledge after due and careful enquiry, threatened; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its or any Subsidiary's principal suppliers, contractors or customers; and there has been no material violation of any applicable labor and employment Laws by any of the Company or its Subsidiaries, or to the best of the Warrantors' knowledge after due and careful inquiry, by any of the principal suppliers or contractors of any of the Company or its Subsidiaries.

### **13 Compliance with Environmental Laws**

13.1 The Company and the Subsidiaries and their respective properties, assets, facilities and operations comply with, and each of the Company and the Subsidiaries holds, and are in compliance with, all Governmental Authorizations required or advisable under, Environmental Laws (as defined below) in all material respects; there are no past, present or, to the best of the Warrantors' knowledge after due and careful enquiry, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any Subsidiary under, or to interfere with or prevent compliance by the Company or any Subsidiary with, Environmental Laws; and none of the Company and the Subsidiaries (A) is the subject of any investigation; (B) has received any notice or claim; (C) is a party to or affected by any pending or, to the best of the Warrantors' knowledge after due and careful enquiry, threatened action, suit or proceeding; (D) is bound by any judgment, decree or order, or (E) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below); in the ordinary course of its business, the Company and

its Subsidiary conduct periodic reviews of the effect of Environmental Laws on their respective businesses, operations, properties and assets, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Governmental Authorizations required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Effect; as used herein, “**Environmental Law**” means any Law relating to health, safety, the environment (including, without limitation, the protection, clean-up and restoration thereof and timely and proper completion of all relevant environmental protection acceptance procedures and receipt and renewal of all relevant pollutants emission permits), natural resources or Hazardous Materials (as defined below), including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and “**Hazardous Materials**” means any material (including pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.

#### 14 **Cybersecurity and Data Protection**

- 14.1 (A) Each of the Company and the Subsidiaries has complied with all applicable Laws concerning cybersecurity, data protection, the privacy and security of Information Technology and Personal Data and confidentiality and archive administration (“**Data Protection Laws**”); (B) neither the Company nor any of the Subsidiaries is, or is expected to be classified as, a “critical information infrastructure operator” under the Cybersecurity Law of the PRC; (C) neither the Company nor any of the Subsidiaries is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of China (“**CAC**”), the CSRC, or any other relevant Authority; (D) neither the Company nor any of the Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (E) neither the Company nor any of the Subsidiaries has received any claim for compensation from any person in respect of its business under Data Protection Laws or industry standard in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any of the Subsidiaries in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any of the Subsidiaries for the purposes of, inter alia, searching them or seizing any documents or other material found there; (G) neither the Company nor any of the Subsidiaries has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any

pending or, to the best of the Warrantors' knowledge after due and careful enquiry, threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any of the Subsidiaries or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or, to the best of the Warrantors' knowledge after due and careful enquiry, threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any of the Subsidiaries or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) neither the Company nor any of the Subsidiaries has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority.

## **15 Insurance**

15.1 Each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect; none of the insurance policies or instruments in respect of the assets of the Company and/or the Subsidiaries is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of normal life; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments in all material respects; there are no material claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business as currently conducted or as proposed to be conducted at a cost that would not have a Material Adverse Effect.

15.2 The description of the insurance coverage of the Company and the Subsidiaries contained in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular is true, accurate and not misleading.

## **16 Internal Controls**

16.1 Each of the Company and the Subsidiaries has established and maintains procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and prospects of the Company and the Subsidiaries, and each of the Company and the Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in

conformity with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) each of the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets (if applicable) of such entity and provide a sufficient basis for the preparation of the Company's consolidated financial statements and notes thereto in accordance with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements; and (F) such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and the Company's current management information and accounting control system has been in operation for at least three years during which none of the Company and the Subsidiaries has experienced any material difficulties with regard to (A) through (F) above or with regard to ascertaining at any point in time the differences in real time between budgeted and actual expenses.

- 16.2 The Company's internal control over financial reporting is effective, and there are no material weaknesses or deficiencies in the Company's and the Subsidiaries' internal control over accounting and financial reporting and no changes in the Company's and the Subsidiaries' 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 and the Subsidiaries' internal control over accounting and financial reporting.
- 16.3 The Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each of the Company and the Subsidiaries has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Company or any of the Subsidiaries is made known in a timely manner to the Board and management by others within those entities; and (B) the Company and the Board and management comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the SFO, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Companies Ordinance and any other applicable Laws, including the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons.
- 16.4 None of the deficiencies and issues identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to materially and adversely limit, restrict or otherwise affect the ability of the Company or any other members of the Group to comply with any applicable Laws. Any issues or deficiencies identified and as disclosed in such internal control report have been rectified or

improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

16.5 The statutory books, books of account and other records of the Company and the Subsidiaries are up-to-date and contain complete and accurate records required by Laws to be dealt with in such books, and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other Authority have been duly and correctly delivered or made.

17 **Compliance with Bribery, Anti-Money Laundering, Sanctions and Export Control Laws/U.S. Outbound Investment Security Program**

17.1 (A) None of the Warrantors, the Subsidiaries, their respective directors, supervisors (if any), officers, agents, employees and affiliates, or to the best of the Warrantors' knowledge after due and careful enquiry, any of such affiliate's respective directors, supervisors, officers, agents and employees (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (i) is located, organised or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria , (ii) undertakes any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or territories or performing contracts in support of projects in or for the benefit of those countries or territories, (iii) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular in the section headed "Future Plans and Use of Proceeds," and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person for the purpose of financing any activities or business of or with any Person that is subject to Sanctions Laws and Regulations, or of, with or in the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, the Crimea region of Ukraine, Cuba, Iran, North Korea, Syria, or any country or territory that is targeted by or subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws

and Regulations; (D) each of the Warrantors and the Subsidiaries is in compliance with all export control and import laws and regulations in the U.S., China and other countries, including the U.S. Export Administration Regulations (the “**EAR**”), the U.S. Customs regulations, and various economic sanctions regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the “**OFAC**”); (E) all items of the Warrantors and the Subsidiaries are not subject to the EAR as defined at 15 CFR §734.2, and therefore can be provided to individuals and entities included on the U.S. Commerce Department’s Bureau of Industry and Security’s (“**BIS**”) restricted party lists including the Denied Persons List and Entity List without violating the EAR; (F) the Warrantors and the Subsidiaries covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (G) for the past 10 years, the Group Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; as used herein, “**Sanctions Laws and Regulations**” means (i) any U.S. sanctions related to or administered or enforced by the U.S. government, including but not limited to the OFAC, the BIS or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person (“**SDN**”) List, the Chinese Military Industrial Complex Companies (“**CMIC**”) List, the Entity List or the Military End User List, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty’s Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority or other relevant sanctions authorities or other relevant sanctions or export control authority of any Authority. The issue and sale of the Offer Shares, and the execution, delivery and performance of this Agreement will not result in any violation of the Sanctions Laws and Regulations.

- 17.2 Neither the Company nor its subsidiaries is a “covered foreign person,” as that term is defined in 31 C.F.R. § 850.209. The consummation of the transactions contemplated by this Agreement will not result in (a) any person becoming a covered foreign person or (b) a “person of a country of concern” (as defined in 31 C.F.R. § 850.221) engaging in a “covered activity,” as that term is defined in 31 C.F.R. § 850.208 (“**Covered Activity**”). Neither the Company nor any of its subsidiaries engage, or have plans to engage, in a Covered Activity and the Company does not, directly or indirectly, hold a board seat on, have a voting or equity interest in, or have any contractual power to direct or cause the direction of the management or policies of any person or persons that engages or plans to engage in any Covered Activity.

- 17.3 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of hospitals (public and private) and local governments, to any political party or official thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and close associates of all parties mentioned above (each a “**Government Official**”) or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of Hong Kong, the PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of any of the Warrantors or any Subsidiary; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of Anti-Corruption Laws (as used here, “**Anti-Corruption Laws**” means the United States Foreign Corrupt Practices Act of 1977, 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 anti-bribery or anti-corruption laws, rules or regulations); and the Warrantors and the Subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with such laws and with the representations and warranties contained herein; as used herein, “**Government Entity**” means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, a judicial body or a public international organization, a body that exercises regulatory authority over any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.
- 17.4 None of the Group Relevant Persons or the respective directors, supervisors (if any), officers, agents, employees or affiliates or any other person acting for or on behalf of the foregoing is aware of or has, directly or indirectly, received or authorised the receipt of the payment of any money or the gift of anything of value from any supplier of raw materials, equipment or services, , where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of raw materials, equipment or services; or (B) prohibited under any applicable Law of Hong Kong, the PRC or any other jurisdiction; and each of the Company and the Subsidiaries maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are designed to detect and prevent any such receipt of payment or gift of anything of value.

17.5 The operations and conducts (as applicable) of the Warrantors and the Subsidiaries are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting requirements, including those of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, any other United States anti-money laundering laws, and any applicable Laws relating to money laundering in all jurisdictions, including Hong Kong and the PRC, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Anti-Money Laundering Laws**”), and each of the Company and the Subsidiaries has instituted and maintains policies and procedures which are designed to ensure continued compliance with the Anti-Money Laundering Laws. No action, suit, proceeding, investigation or inquiry by or before any Authority involving any of the Warrantors or the Subsidiaries or their respective businesses with respect to Anti-Money Laundering Laws is pending or threatened.

## 18 Experts

18.1 Each of the experts named in the section headed “Appendix VI—Statutory and General Information—F. Other Information—6. Qualifications of Experts” and “Appendix VI—Statutory and General Information—F. Other Information—7. Consents of Experts” of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular and has not withdrawn its consent.

18.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and any other consultants and any counsel for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any counsel for the Company or the Joint Sponsors, any other consultants or professional advisers, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Underwriters, as applicable, for the purposes of their respective preparation of any report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular) in connection with the Global Offering and the listing of the H Shares on the Stock Exchange, and all information given to each of the foregoing

persons for such purposes was given in good faith and there is no other information or documents which have not been provided the result of which would make the information or documents so received misleading.

- 18.3 (A) the assumptions made by the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and any other consultants and any counsel for the Company in their respective reports, opinions, letters or certificates (the “**Relevant Reports**”) are considered by the Warrantors to be reasonable and appropriate; (B) the market positioning of the Company contained in the Industry Consultant Report are considered by the Warrantors to be accurately represented, reasonable and not misleading; (C) no facts have come to the attention of the Warrantors or any of their respective directors, supervisors or officers that have caused them to believe that the Relevant Reports, as of their respective dates and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the report prepared by the Industry Consultant was prepared at the Company’s request based on a contractual arrangement which the Company negotiated on an arms’ length basis.

## 19 **Provision of Information**

- 19.1 The Warrantors, their respective agents and representatives (other than the Underwriters in their capacity as such) (A) have not, without the prior written consent of the Overall Coordinators prepared, made, used, authorized, approved or referred to any Supplemental Offering Material; and (B) will not, without the prior written consent of the Overall Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material.
- 19.2 None of the Warrantors, the Subsidiaries, or any of their respective directors, officers, employees, affiliates, advisors or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any Subsidiary that is not, or is not reasonably expected to be, included in each of the Prospectus, the Preliminary Offering Circular, the Offering Circular, the Disclosure Package and the Offering Circular.

## 20 **Material Contracts and Connected Transactions**

- 20.1 (A) All material contracts to which the Company or any Subsidiary is a party that are required to be disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular or filed therewith or with the Registrar of Companies in Hong Kong (collectively, the “**Material Contracts**”) have been so disclosed or filed, in their entirety, without omission or redaction; none of the Material Contracts will, without the written consent of the Joint Sponsors, the Sponsor-OC and the Overall Coordinators (for themselves and on behalf of the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters), be entered into or terminated, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date; and none of the Company, the Subsidiaries nor any other party to a Material Contract has sent or received any

communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by the Company, any Subsidiary or, to the Company's best knowledge, any other party to such Material Contract; (B) neither the Company nor any Subsidiary has been informed by any counterparties to its Material Contracts that the Company or such Subsidiary is in breach of any terms thereof; (C) each of the contracts listed as being material contracts in the section of the Prospectus, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular headed "Appendix VI—Statutory and General Information—B. Further Information About Our Business—1. Summary of Material Contracts" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

- 20.2 None of the Company or any of the Subsidiaries has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any of the Subsidiaries (as applicable) on six months' notice or less).
- 20.3 The Company does not have any reason to believe that any material supplier, distributor or customer of the Company or any of the Subsidiaries is considering ceasing to deal with the Company and/or any of the Subsidiaries (as applicable) or reducing the extent or value of its dealings with the Company or the relevant Subsidiaries.
- 20.4 None of the Company or any of the Subsidiaries is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction, except where such agreement or arrangement would not, individually or in the aggregate, result in a Material Adverse Effect.
- 20.5 None of the Company and the Subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 20.6 None of the Company, the Subsidiaries or their respective affiliates is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental Authorization is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 20.7 There will be no connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering and there are no relationships or transactions not in the ordinary course of business between

the Company or any of the Subsidiaries and their respective customers, distributors, suppliers or business partners.

- 20.8 No indebtedness (actual or contingent) and no contract or arrangement (other than employment contracts with current directors or officers of the Company or of any other member of the Group) is outstanding between the Company or any of the Subsidiaries, on the one hand, and any substantial shareholder or any current or former director, supervisor (if any) or officer of the Company or the Subsidiaries or any of their respective spouses, children or other relatives or any corporate, trust or entity in which any of them has a controlling interest, on the other hand.
- 20.9 None of the Warranting Shareholders, the directors, supervisors (if any) or officers of the Company or any of the Subsidiaries, or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person, (A) is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; or (C) is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting and which is material in relation to the business of the Company or such Subsidiary.
- 20.10 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, Director's certificate, personal details form for directors and confirmation letter, in each case to the extent applicable, issued by her/him to the Company and the Joint Sponsors, the Sponsor-OC and the Overall Coordinators, and such authority and confirmations remain in full force and effect.

## 21 **Historical Changes**

- 21.1 The descriptions of the events, transactions and documents (the "**Historical Changes Documents**") relating to the transfers and changes in the share capital of the Company (the "**Historical Changes**") and the corporate structure charts as set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular headed, respectively, "History and Corporate Structure" and "Appendix VI—Statutory and General Information" are complete, true and accurate in all material respects and not misleading.
- 21.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 21.3 The events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a

person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any of the Subsidiaries; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries is bound or any of their respective properties or assets may be bound or affected; (C) any Laws applicable to the Company or any of the Subsidiaries or any of their respective properties or assets; or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company and/or the Subsidiaries.

- 21.4 Neither the events and transactions relating to the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents (A) resulted in the creation or imposition of any pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any property or assets of the Company or any of the Subsidiaries; or (B) has rendered the Company or any of the Subsidiaries liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountant's Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.
- 21.5 All Governmental Authorizations required or advisable in connection with the events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Governmental Authorizations are valid and in full force and effect and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; each of the Governmental Authorizations granted by the relevant Authority to the Company or any of the Subsidiaries prior to the Reorganization and necessary for the operation of the Company and the Subsidiaries has been validly and legally transferred, renewed, maintained or assumed following the Reorganization; and neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.
- 21.6 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other documents or agreements, written or oral, relating to the Company, any of the Subsidiaries and/or the Warranting Shareholders (where applicable) in connection with the events and transactions relating to the Historical Changes which have not been previously provided, or made available, to the Joint Sponsors, the

Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

- 21.7 There are no actions, suits, proceedings, investigations or inquiries pending, to the best of the Warrantors' knowledge, or threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness, validity or compliance with Laws of the events, transactions and documents relating to the Historical Changes as set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular headed "History and Corporate Structure" and "Appendix VI—Statutory and General Information."

## 22 **Pre-IPO Investments**

- 22.1 The descriptions of the events, transactions and documents relating to the pre-IPO investments as set forth in the section of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular headed "History and Corporate Structure" (the "**Pre-IPO Investments**") are complete, true and accurate in all material respects and not misleading.

- 22.2 (A) All Governmental Authorizations required or advisable in connection with the Pre-IPO Investments have been unconditionally obtained or made; (B) all such Governmental Authorizations are valid and in full force and effect, and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; and (C) neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.

- 22.3 The Pre-IPO Investments are in compliance with Chapter 4.2 of the Guide.

## 23 **Taxation**

- 23.1 All returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been filed; and all such returns, reports and filings are complete, true and accurate in all material respects and are not the subject of any dispute with the relevant tax or other appropriate authorities; all Taxes required to be paid by each of the Company and the Subsidiaries have been paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full) other than those

currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited financial statements as set out in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular included appropriate and adequate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (A) currently payable without penalty or interest; or (B) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (A) and (B), adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS and reflected on the audited consolidated financial statements (and any notes thereto).

- 23.2 All local and national governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company or the Subsidiaries are valid, binding and enforceable and do not violate any provision of any Law or statute or any order, rule or regulation of any Authority.
- 23.3 Except otherwise disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary or any Underwriters to the Hong Kong, the PRC or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares; (B) the sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement and in the International Underwriting Agreement, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the offer, sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial placees thereof in the manner contemplated in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.
- 23.4 Neither the Company nor any of the Subsidiaries has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Authority and no Taxation

Authority or Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.

- 23.5 Under existing Hong Kong Laws, holders of the Offer Shares are not subject to withholding tax, income tax or any other taxes or duties imposed by any court or Authority of Hong Kong in respect of (i) any payments, dividends or other distributions made on the Offer Shares or (ii) gains made on sales of the Offer Shares between non-residents of Hong Kong consummated outside Hong Kong.

## 24 **Dividends**

- 24.1 Except otherwise disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, dividends and other distributions declared and payable on the Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the PRC or any taxing or other Authority thereof or therein, and may be so paid and transferred out of Hong Kong without the necessity of obtaining any Governmental Authorization in any of such jurisdictions.

- 24.2 No Subsidiary is prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company or to any other Subsidiary; such dividends and other distributions 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 any taxing or other Authority, and may be so paid without the necessity of obtaining any Governmental Authorization in any jurisdiction.

## 25 **Litigation and Other Proceedings**

- 25.1 There are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquires pending or, to the best of the Warrantors' knowledge after due and careful enquiry, threatened or contemplated by or before any Authority, to which the Company or any of the Subsidiaries, or any of their respective directors, supervisors (if any), officers or, to the best of the Warrantors' knowledge after due and careful enquiry, employees or affiliates, is or may be a party or to which any properties, assets, products or services of the Company or any Subsidiary, or any of their respective directors, supervisors (if any) or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which would or could reasonably be expected to adversely affect the power or ability of any of the Warrantors to perform its/her obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the

Disclosure Package or the Offering Circular and are not so described; none of the Company or any of the Subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

- 25.2 None of the Warrantors and the Subsidiaries has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started or, to the best of the Warrantors' knowledge after due and careful enquiry, threatened or contemplated or judgment been rendered (A) to wind up, make bankrupt, dissolve, deregister, liquidate, make dormant, or eliminate the Company or any Subsidiary; or (B) to withdraw, revoke or cancel any approval to conduct business or any operation of the Company or any Subsidiary.

## 26 **Market Conduct**

- 26.1 Except for the appointment of the Stabilizing Manager of the Global Offering, none of the Warrantors or the Subsidiaries, or their affiliates, or any of their respective directors, supervisors (if any), officers or, to the best of the Warrantors' knowledge after due and careful enquiry, agents or employees, or 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), has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities; (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange or any other Authority including those in relation to bookbuilding and placing activities.
- 26.2 Except for the appointment of the Stabilizing Manager of the Global Offering, none of the Warrantors or the Subsidiaries, or their affiliates, or any of their respective directors, supervisors (if any), officers or, to the best of the Warrantors' knowledge after due and careful enquiry, agents or employees, or 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) (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in 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 any Subsidiary or otherwise; (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, the market misconduct provisions of Parts XIII and XIV of the SFO, or the rules, regulations and requirements of the CSRC, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the SFO; (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing)

Rules under the SFO or otherwise; (D) either alone or with one or more other persons, bid for or purchased, for any account in which it or any of its affiliates had a beneficial interest, any Offer Shares or attempted to induce any person to purchase any Offer Shares, provided that the granting of the Over-allotment Option or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with Clause 6 of this Agreement, Clause 1(d) of the International Underwriting Agreement, the Listing Rules, the SFO or any other applicable Laws in Hong Kong shall not constitute a breach of this subsection.

- 26.3 None of the Warrantors or any of the Subsidiaries, nor any of their respective directors, officers, supervisors (if any) or, to the best of the Warrantors' knowledge after due and careful enquiry, employees or agents has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular. None of the Company or any of the Subsidiaries nor any of their respective directors, officers or, to the best of the Warrantors' knowledge after due and careful enquiry, agents or employees is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

## 27 **Immunity**

- 27.1 Under the Laws of the PRC and Hong Kong, none of the Warrantors, the Subsidiaries, 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, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of a judgment, arbitral award or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Warrantors in Clause 16.5 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 International Underwriting Agreement or the transactions contemplated hereby and thereby is legal, valid and binding under the Laws of Hong Kong and the PRC.

## 28 **Choice of Law and Dispute Resolution**

- 28.1 The choice of law provisions set forth in this Agreement and the International Underwriting Agreement will be recognized by the courts of Hong Kong and the PRC; each of the Warrantors can sue and be sued in its own name under the Laws of Hong Kong and the PRC; the irrevocable submission by each of the Warrantors to arbitration administered by the Hong Kong International Arbitration Centre (a "**Hong Kong-seated Arbitration**"), the waiver by each of the Warrantors of any objection to the venue of a proceeding in a Hong Kong-seated Arbitration, the waiver and agreement not to plead an inconvenient forum, the waiver of sovereign and other immunity and the agreement that this Agreement and the International Underwriting Agreement shall

be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; service of process effected in the manner set forth in this Agreement and the International Underwriting Agreement will be effective, insofar as the Laws of Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Warrantors; and any award obtained in a Hong Kong-seated Arbitration arising out of or in relation to the obligations of the Warrantors under this Agreement and the International Underwriting Agreement will be recognized and enforced in the courts of Hong Kong and the PRC, subject to the conditions described under the section headed “Enforceability of Civil Liabilities” in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

29 It is not necessary under the Laws of Hong Kong and the PRC that any of the International Underwriters or the Hong Kong Underwriters (other than those incorporated or organized under the Laws of Hong Kong and the PRC as the case may be) should be licensed, qualified or entitled to carry out business in Laws of Hong Kong and the PRC (A) to enable them to enforce their respective rights under this Agreement, the International Underwriting Agreement or any other document to be furnished hereunder or thereunder; or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

**30 Professional Investor**

30.1 The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 7 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 Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters.

**31 No Other Arrangements Relating to Sale of Offer Shares**

31.1 There are no contracts, agreements or understandings between the Warrantors or any Subsidiary and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any Subsidiary or any Underwriter for brokerage commissions, finder’s fees or other payments in connection with the offer and sale of the Offer Shares.

31.2 Neither the Company nor any Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement and the Operative Documents. There are no contracts, agreements or understandings entered into by the Company or the Subsidiaries or any Warranting Shareholder in relation to the appointment of other capital market intermediaries or fee arrangement arising thereof, other than the arrangements already disclosed to the Joint Sponsors and the Overall Coordinators.

## 32 **United States Securities Laws and Related Matters**

- 32.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.
- 32.2 None of the Company and its affiliates nor any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company makes no representation, warranty or undertaking) (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act; or (B) has offered or sold or will offer or sell the Offer Shares by means of any “directed selling efforts” within the meaning of Rule 902 under the Securities Act and will comply with the applicable offering restriction requirements of Regulation S.
- 32.3 None of the Company and its affiliates nor any person acting on behalf of any of them has sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the International Offer Shares or the Hong Kong Offer Shares in a manner that would require the registration under the Securities Act of the International Offer Shares or the Hong Kong Offer Shares; the Company will not, and will not permit any of its affiliates or any person acting on its behalf, to sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the International Offer Shares or the Hong Kong Offer Shares in a manner which would require the registration under the Securities Act of the International Offer Shares or Hong Kong Offer Shares.
- 32.4 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 32.5 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.

## 33 **Directors, Officers and Shareholders**

- 33.1 Any certificate signed by any director or officer of the Warrantors (to the extent applicable) and delivered to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI and Underwriter.

- 33.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company, the Joint Sponsors, the Sponsor-OC and/or the Overall Coordinators, as applicable, and such authority and confirmations remain in full force and effect.
- 33.3 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.
- 33.4 All the interests or short positions of each of the Directors 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, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.
- 33.5 The Directors have been duly and validly appointed and are the only directors of the Company.
- 33.6 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.
- 33.7 None of the directors has a service contract with the Company or any of the Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

#### 34 **Biotech-related Matters**

- 34.1 Each of the Company and the Subsidiaries (A) is and has been in compliance in all material respects with all statutes, rules, or regulations applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, labeling, storage, import, export or disposal of any product manufactured by the Company or any Subsidiary, (B) has not received any notice of adverse finding, warning letter, untitled letter or other correspondence or notice from any Authority alleging or asserting material non-compliance with any applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such applicable Laws, and (C) has filed, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any applicable Laws or Authority, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent submission).

- 34.2 Material information with respect to all clinical trials and pre-clinical studies conducted by or on behalf of or that were sponsored by the Company or any Subsidiary have been adequately described in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular (the “**Company Studies**”).
- 34.3 The Company Studies were and, if still pending, are, being conducted in all material respects in accordance with: (A) their experimental protocols; (B) standard medical and scientific research procedures for products or product candidates comparable to those being developed by the Company or any Subsidiary; and (C) all applicable Laws to which they are subject, including, without limitation, those applied by the National Medical Products Administration (formerly known as the China Food and Drug Administration) and the State Administration for Market Regulation or other applicable regulators (each a “**Regulatory Authority**”).
- 34.4 Each description of such tests and trials, and the results thereof, contained in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular is accurate and complete in all material respects and fairly represents the data about and derived from such tests and trials and not misleading, and none of the Warrantors or any of the Subsidiaries has any knowledge of any other studies or tests the results of which are inconsistent with, or otherwise call into question, the results described or referred to in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.
- 34.5 None of the Warrantors nor any of the Subsidiaries has received any notices or statements from any Regulatory Authority to the effect that, and otherwise has no knowledge that: (A) any Regulatory Authority is imposing, requiring, requesting, or suggesting a clinical hold, termination, suspension or modification for or of any Company Studies; (B) any registration application for any products or product candidates of the Company or any Subsidiary has been rejected or determined to be non-approvable; or (C) any license, approval, permit, or authorization to conduct any clinical trial of any product candidates of the Company or the Subsidiaries has been or is reasonably likely to be suspended, revoked, or modified or limited.
- 34.6 To the best of the Warrantors’ knowledge after due and careful inquiry, none of the Company Studies involved any investigator who has been disqualified as a clinical investigator or has been found by any Regulatory Authority or any other Authorities to have engaged in scientific misconduct.
- 34.7 (A) None of the Company nor the Subsidiaries has failed to file with any Regulatory Authority or any other Authorities any required filing, declaration, listing, registration, report or submission with respect to the product candidates of the members of the Group that are described in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; (B) all such filings, declarations, listings, registrations, reports or submissions were in material compliance with applicable Laws when filed; and (C) no material deficiencies regarding compliance with applicable Laws have been asserted by any Regulatory Authority or Authorities with respect to any such filings, declarations, listings, registrations, reports or submission.

## **Part B: Additional Representations and Warranties of the Warranting Shareholders**

Each of the Warranting Shareholders, jointly and severally, represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the International Underwriters and each of them as follows:

### **1 Information about the Warranting Shareholders**

1.1 All the information with respect to the Warranting Shareholders included in the Hong Kong Public Offering Documents, the Application Proof, the Prospectus, the PHIP and the Formal Notice (A) did not contain and will not contain any untrue statement of a material fact; and (B) did not omit and will not omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

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

### **2 Capacity**

2.1 Each of the Warranting Shareholders that is an entity has been duly incorporated and is validly existing and in good standing under the Laws of its jurisdiction of incorporation, registration or organization with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular and is capable of suing and being sued in its own name.

2.2 Each of the Warranting Shareholders has full right, power and authority (corporate and other) to execute, deliver and perform this Agreement and each of the Operative Documents to which it is a party.

### **3 Execution and Authorization**

3.1 This Agreement has been duly authorized (in respect of the Warranting Shareholders), executed and delivered by the Warranting Shareholders and when duly authorized, executed and delivered by the other parties to this Agreement or thereto, constitutes a

legal, valid and binding agreement of the Warranting Shareholders, enforceable against the Warranting Shareholders in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganisation, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

- 3.2 The execution and delivery of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Warranting Shareholders is a party, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms of this Agreement or of those agreements, 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, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) the articles of association or other organizational or constitutional documents or the business licence of the Warranting Shareholders; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Warranting Shareholders is a party or by which the Warranting Shareholders or any of its properties or assets is or may be bound or affected; (C) any Laws applicable to the Warranting Shareholders or any of its properties or assets, or any judgment, order or decree of any Authority having jurisdiction over each Warranting Shareholder; or (D) result in the creation or imposition of any Encumbrance on any property or assets of the Warranting Shareholders.
- 3.3 Each of the Warranting Shareholders is not in breach or violation of or in default under (and no event has occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other organizational or constitutional documents or its business license; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which he/she/it is a party or by which he/she/it or any of its properties or assets is or may be bound or affected; or (C) any Laws applicable to he/she/it or any of its properties or assets, with such exceptions in the case of (B) and (C) as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.
- 3.4 Except for the final approval from the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Warranting Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the performance by the Warranting Shareholders of their respective obligations under this Agreement or the consummation of the transactions contemplated by this Agreement, have been obtained or made and are in full force and effect, and to the best of the

Warranting Shareholders' knowledge, there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.

- 3.5 Except as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, or any individual Supplemental Offering Material, (A) there are no Actions or enquiries under any Laws or by or before any Authority pending or, to the best of the Warranting Shareholders' knowledge, threatened, to which any Warranting Shareholder is or may be a party or to which any of its properties or assets is or may be subject, at law or in equity; (B) there is no Law that has been enacted, adopted or issued that has been proposed by any Authority; and (C) there is no judgment, decree or order of any Authority, which would, or could reasonably be expected to, materially and adversely affect the power or ability of such Warranting Shareholder to perform its obligations under this Agreement, or to consummate the transactions contemplated by this Agreement or otherwise materially and adversely affect the Global Offering.

#### **4 Compliance with Laws**

- 4.1 Neither any of the Warranting Shareholders nor, to the best of the Warranting Shareholders' knowledge, any of its respective Affiliates, directors, officers, or employees nor any agent acting on behalf of any Warranting Shareholder has, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any Government Official or to any person under circumstances where any Warranting Shareholder or any of its respective Affiliates, directors, officers, or employees or any agent acting on behalf of any Warranting Shareholder knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of Hong Kong, the PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of any Warranting Shareholder or any of its Affiliates; without prejudice to the foregoing, none of the Warranting Shareholders or any of its respective Affiliates, directors, officers, or employees or any agent acting on behalf of such Warranting Shareholder has violated or is in violation of Anti-Corruption Laws; and each of the Warranting Shareholders and its Affiliates have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with such laws and with the representations and warranties contained herein.
- 4.2 Each of the Warranting Shareholders (except for Ms. Cheong Hou Iam being an individual Warranting Shareholder) has instituted, and maintains and enforces, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with all Anti-Corruption Laws.
- 4.3 The operations of the Warranting Shareholders (except for Ms. Cheong Hou Iam being an individual Warranting Shareholder) are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as

amended, the applicable Money Laundering Laws of all jurisdictions where the Warranting Shareholders conduct business, and no Action or enquiry by or before any Authority involving the Warranting Shareholders with respect to the Money Laundering Laws is pending or, to the best of the knowledge of the Warranting Shareholders, threatened.

- 4.4 Neither the Warranting Shareholders nor, to the best of the Warranting Shareholders' knowledge, any of its directors, officers, nor any agent or Affiliates or any employees, agent acting on behalf of the Warranting Shareholders, is currently subject to or target of any Sanctions, nor is the Warranting Shareholders located, organized or resident in a country, region or territory that is the subject or the target of Sanctions, including, without limitation, any Sanctioned Country;
- 4.5 The Warranting Shareholders will cause the Company not to directly or indirectly use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person or in any country or territory that, at the time of such funding or facilitation, is or whose government is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.
- 4.6 Since April 24, 2019, the Warranting Shareholders have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.
- 4.7 There are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquires pending or, to the best of the Warranting Shareholders' knowledge after due and careful enquiry, threatened or contemplated by or before any Authority, to which the Warranting Shareholders or any of their respective subsidiaries, or any of their respective directors, supervisors (if any), officers, employees or Affiliates, is or may be a party or to which any properties, assets, products or services of the Warranting Shareholders or any of their respective subsidiaries, or any of their respective directors, supervisors (if any) or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which, in any of clause (A), (B) or (C), would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or adversely affect the power or ability of the Warranting Shareholders to perform its/her obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Disclosure Package or the Offering Circular and are not so described; none of the Warranting Shareholders or any of their respective subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint

venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

## **5 Immunity**

- 5.1 Under the Laws of the PRC and Hong Kong, none of the Warranting Shareholders, their respective subsidiaries, 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, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of a judgment, arbitral award or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Warranting Shareholders in Clause 16.5 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 International Underwriting Agreement or the transactions contemplated hereby and thereby is legal, valid and binding under the Laws of Hong Kong and the PRC.

## **6 Winding-Up**

- 6.1 Neither the Warranting Shareholders nor any person acting on their behalf have taken any action, nor have any Actions under any Laws been started or, to the best of the Warranting Shareholders' knowledge, threatened, to (A) liquidate, wind up, dissolve, make dormant or eliminate the Company; or (B) withdraw, revoke or cancel any Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of their respective properties or assets, required in order to conduct the business of the Company. Each of the Warranting Shareholders has not made any voluntary arrangement with any of its creditors and is not insolvent or unable to pay its debts as they fall due.
- 6.2 Each of the Warranting Shareholders has not, at any time during the six-month period immediately prior to the completion of the Global Offering, sold, transferred or conducted any private placement of the H Shares of the Company held by, or otherwise beneficially owned by such Warranting Shareholder.

**SCHEDULE 4**  
**CONDITIONS PRECEDENT DOCUMENTS**

**Part A**

*Legal Documents*

1. Three certified true copies of the written resolutions of the shareholders of the Company dated November 20, 2025, in relation to the Global Offering referred to in Appendix VI to the Prospectus.
2. Three certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:
  - (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
  - (b) approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;
  - (c) approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
  - (d) approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
  - (e) approving the Verification Notes.
3. Three signed originals or certified copies of the minutes of a meeting (or written resolutions) of the governing body of each of China True Health Medical Technology Co., Ltd. and China Shui Mu Medical Technology Company Limited, approving and/or ratifying (as applicable), among other things, the execution of this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by it pursuant to each of the above agreements or in connection with the Global Offering and the execution on its behalf and its performance of, its obligations hereunder and thereunder.
4. Three certified true copies of the Registrar's Agreement duly signed by the parties thereto.
5. Three certified true copies of the Receiving Banks Agreement duly signed by the parties thereto.
6. Three certified true copies of the current business license of the Company.

7. Three certified true copies of the Articles of Association which shall become effective upon the Listing Date.
8. Three certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
9. Three signed originals or certified true copies of the service contracts or letters of appointment of each of the Directors.
10. Three signed originals or certified true copies of each of the responsibility letters, powers of attorney (except as already provided in item 14 below) and statements of interests signed by each of the Directors.
11. Three certified true copies of each of the material contracts referred to in the section of the Prospectus headed “– B. Further Information about our Business – 1. Summary of material contracts” of Appendix VI to the Prospectus (other than this Agreement) duly signed by the parties thereto.
12. Three certified true copies of the undertaking from each of the Warranting Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
13. Three certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

*Documents relating to the Hong Kong Public Offering*

14. Three printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.
15. Three signed originals of the signature pages to Verification Notes for the Prospectus and the Verification Notes for the CSRC Filing Report, each duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys).
16. Three signed originals of the accountants’ report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
17. Three signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus.
18. Three signed originals of the letter(s) from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter(s) shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus and comment on the

statement contained in the Prospectus as to the sufficiency of the Group's working capital.

19. Three signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
20. Three signed originals of the IP due diligence report and the FTO report from the Company's IP Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the intellectual property rights of the Group.
21. Three signed originals of the legal opinion from the Company's Macau Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of certain aspects of the Group under Macau laws.
22. Three signed originals of the legal opinions from the Company's PRC Counsel, dated the Prospectus Date and addressed to the Company and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of certain aspects of the Group under PRC laws.
23. Three signed originals of the Hong Kong due diligence report from the Company's Hong Kong Counsel, dated the Prospectus Date and addressed to, among others, the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of certain aspects of the Hong Kong subsidiary of the Company.
24. Three signed originals of the legal opinions from the Underwriters' PRC Counsel, dated the Prospectus Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
25. Three digitally signed copies of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
26. Three signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.
27. Three certified true copies of the letter from each of the experts referred to in the section headed "– F. Other Information – 6. Qualifications of experts" of Appendix VI to the Prospectus (except for the Joint Sponsors), dated the

Prospectus Date, consenting to the issue of the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.

28. Three signed originals or certified true copies each of the certificate given by the relevant translator relating to the translation of the Hong Kong Public Offering Documents and the certificate issued by Toppan Nexus as to the competency of such translator.
29. Three copies of the written confirmation from the Stock Exchange authorizing the registration of the Prospectus.
30. Three copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
31. Three copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
32. Three certified true copies of the Compliance Adviser Agreement.
33. Three signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.
34. Three certified true copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.

## Part B

1. Three signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
2. Three signed originals of the Regulation S comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the International Underwriters), in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
3. Three signed originals of the Regulation S bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the International Underwriters), in form satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
4. Three signed originals of the IP due diligence report and the FTO report from the Company's IP Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the intellectual property rights of the Group.
5. Three signed originals of the legal opinion from the Company's Macau Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of certain aspects of the Group under Macau laws.
6. Three signed originals of the Hong Kong due diligence report from the Company's HK Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of certain aspects of the Hong Kong subsidiary of the Company.
7. Three signed originals of the Hong Kong closing legal opinion from the Company's HK Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

8. Three signed originals of the Hong Kong closing legal opinion from the Underwriters' HK Counsel, dated the Listing Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
9. Three signed originals of the bringdown legal opinion from the Company's PRC Counsel, dated the Listing Date and addressed to the Company, relating to (i) the due incorporation and subsistence of the Company, and (ii) certain other matters of PRC law pertaining to the Global Offering, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
10. Three signed originals or certified true copies of the Price Determination Agreement duly signed by the parties thereto.
11. Three originals of the certificate signed by the General Manager of the Company, dated the Listing Date, and in the form set forth in the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
12. Three originals of the certificate signed by the joint company secretaries of the Company, dated the Listing Date, and in the form set forth in the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
13. Three originals of the certificate signed by the Chief Financial Officer of the Company, dated the Listing Date, and in the form set forth in the International Underwriting Agreement, covering, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.
14. Three originals of the certificate of the Warranting Shareholders, dated the Listing Date, and in the form set out in the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date as of the representations and warranties of the Warranting Shareholders contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
15. Three signed originals or certified copies of the minutes of a meeting (or written resolutions) of the Board (or a duly authorized committee thereof), approving and/or ratifying (as applicable), among other things, the determination of the Offer Price, the basis of allotment and the allotment and issue of Offer Shares to the allottees.
16. Three copies of the letter from the Stock Exchange approving the listing of the H Shares

**SCHEDULE 5**  
**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 HK eIPO White Form Service at [www.hkeipo.hk](http://www.hkeipo.hk) or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

**SCHEDULE 6  
FORMAL NOTICE**

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

<b>Name of Publication</b>	<b>Dates of Advertisement</b>
Stock Exchange website	June 22, 2026
Company website	June 22, 2026

**SCHEDULE 7**  
**PROFESSIONAL INVESTOR TREATMENT NOTICE**

**PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:**

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
  - 2.1 Information about clients
    - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
    - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
    - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
  - 2.2 Client agreement
    - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
  - 2.3 Information for client
    - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
    - (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
    - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
    - (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
    - (v) disclose transaction related information as required under paragraph 8.3A of the Code;

## 2.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
  - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 7 and confirm it on an annual basis.
3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

### **PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH PARAGRAPHS 15.3A AND 15.3B OF THE CODE:**

1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than \$40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
- (ii) a corporation (other than a trust corporation referred to in paragraph (i)):
  - (A) having:
    - (I) a portfolio of not less than \$8 million; or
    - (II) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;

- (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
  - (I) a trust corporation specified in paragraph (i);
  - (II) an individual specified in Section 5(1) of the Professional Investor Rules;
  - (III) a corporation specified in this paragraph or paragraph (ii)(A);
  - (IV) a partnership specified in paragraph (iii);
  - (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or
- (C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

and

- (iii) a partnership having:

- (A) a portfolio of not less than \$8 million; or
- (B) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

- (i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
- (ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:
  - (A) a statement of account or a certificate issued by a custodian;
  - (B) a certificate issued by an auditor or a certified public accountant;
  - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.
3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
  - 3.1 Information about clients
    - (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;
  - 3.2 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;
  - 3.3 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;

#### 3.4 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 7 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 7.

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

SIGNED by )  
Chen Miaoping )  
(陳妙嫻) )  
for and on behalf of )  
Guangdong True Health Medical Technology )  
Development Co., Ltd. )  
(廣東真健康醫療科技開發股份有限公司) )



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

**SIGNED** by  
Cheong Hou Iam  
(張昊任)

)  
)  
)



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

SIGNED by  
Cheong Hou lam  
(張昊任)  
for and on behalf of  
Guangdong Hengqin Renxiang Biotechnology Co.,  
Ltd.  
(廣東橫琴任祥生物科技有限公司)



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

SIGNED by  
Cheong Kam Leng  
(張錦鈴)  
for and on behalf of  
China Shui Mu Medical Technology Company Limited  
(中國水木醫療科技有限公司)

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

SIGNED by  
Cheong Hou Iam  
(張昊任)  
for and on behalf of  
Zhuhai Chengzhen Health Technology Partnership  
(Limited Partnership)  
(珠海誠真健康科技合夥企業(有限合夥))



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

**SIGNED** by  
Cheong Hou lam  
(張昊任)  
for and on behalf of  
Zhuhai Jiarun Tongchuang Technology Development  
Partnership (Limited Partnership)  
(珠海嘉潤同創科技發展合夥企業(有限合夥))







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

SIGNED by

Cheong Hou Iam

(張昊任)

for and on behalf of

Zhuhai Jiarun Xinchuang Technology Development

Partnership (Limited Partnership)

(珠海嘉潤新創科技發展合夥企業(有限合夥))



Handwritten signature in black ink, appearing to be "張昊任".

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

SIGNED by  
Cheong Hou Iam  
(張昊任)  
for and on behalf of  
Xinhui Runkang (Zhuhai Hengqin) Investment  
Consulting  
Center (Limited Partnership)  
(欣慧潤康(珠海橫琴)投資諮詢中心(有限合夥))



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


**SIGNED** by **LI ZHONG**  
for and on behalf of  
**CHINA INTERNATIONAL CAPITAL CORPORATION**  
**HONG KONG SECURITIES LIMITED**

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)  


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

**SIGNED by LI ZHONG**  
for and on behalf of  
**CHINA INTERNATIONAL CAPITAL CORPORATION**  
**HONG KONG SECURITIES LIMITED**  
as attorney for and on behalf of each of the other  
**HONG KONG UNDERWRITERS**  
(as defined herein)

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

**SIGNED** by **JENNIFER KAM YIN LIU**  
for and on behalf of  
**DBS ASIA CAPITAL LIMITED**

)  
)  
)

A handwritten signature in blue ink, appearing to read 'Jennifer Kam Yin Liu', is written in a cursive style.

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

**SIGNED** by **JENNIFER KAM YIN LIU** )  
for and on behalf of )  
**DBS ASIA CAPITAL LIMITED** )  
as attorney for and on behalf of each of the other )  
**HONG KONG UNDERWRITERS** )  
(as defined herein) )

A handwritten signature in blue ink, appearing to read 'Jennifer Kam Yin Liu', is written to the right of the signature line.