

证券代码：300308

证券简称：中际旭创

公告编号：2024-004

中际旭创股份有限公司

关于控股孙公司以现金及债转股方式增资的公告

本公司及董事会全体成员保证信息披露内容的真实、准确和完整，没有虚假记载、误导性陈述或重大遗漏。

一、本次增资概述

中际旭创股份有限公司（以下简称“中际旭创”或“公司”）于2024年1月17日召开第五届董事会第六次会议以及第五届监事会第六次会议，分别审议通过了《关于控股孙公司以现金及债转股方式增资的议案》，为满足海外业务拓展及生产运营的资金需求，优化公司资产负债结构，加快推进公司国际化战略，CDH Global Paper Limited（以下简称“CDH”）、Charming Time Holdings Limited（以下简称“Charming Time”）、Teda Holdings Limited（以下简称“Teda”）以及Dazzling Dream Holdings Limited（以下简称“Dazzling Dream”）拟以现金或债转股方式对公司控股孙公司InnoLight Technology Pte. Limited（以下简称“新加坡旭创”）进行增资，合计认购新加坡旭创18,153,846股普通股，增资价格为6.50美元/股。

本次交易不涉及关联交易，不构成《上市公司重大资产重组管理办法》所规定的重大资产重组情况。根据《深圳证券交易所创业板股票上市规则》和《公司章程》等相关规定，本次交易在公司董事会审议通过后尚需提交公司股东大会批准。

二、公司控股孙公司基本情况

（一）基本概况

- 公司名称：INNOLIGHT TECHNOLOGY PTE. LIMITED
- 类型：有限责任公司
- 成立日期：2018年09月21日
- 注册号：201832470G

5、发行股份：100,000,000 股

6、注册地址：25 International Business Park, #72/75 German Centre, Singapore 609916

7、经营范围：WHOLESALE TRADE OF A VARIETY OF GOODS WITHOUT A DOMINANT PRODUCT (46900) : TRADING OF HIGH-SPEED OPTICAL TRANSCEIVERS ; OTHER HOLDING COMPANIES (64202) : INVESTMENT HOLDING

(二) 本次增资前后股权结构

1、本次增资前股权结构

单位：股

序号	股东名称	股东类型	持股数量	持股比例
1	苏州旭创科技有限公司	有限公司	80,000,000	80.00%
2	INFIEVO HOLDING PTE. LTD.	有限公司	20,000,000	20.00%
合计			100,000,000	100.00%

2、本次增资后股权结构

单位：股

序号	股东名称	股东类型	持股数量	持股比例
1	苏州旭创科技有限公司	有限公司	80,000,000	67.7083%
2	INFIEVO HOLDING PTE. LTD.	有限公司	20,000,000	16.9271%
3	CDH GLOBAL PAPER LIMITED	有限公司	13,846,154	11.7188%
4	TEDAHOLDINGS LIMITED	有限公司	3,076,923	2.6042%
5	DAZZLING DREAM HOLDINGS LIMITED	有限公司	769,231	0.6510%
6	CHARMING TIME HOLDINGS LIMITED	有限公司	461,538	0.3906%
合计			118,153,846	100.00%

（三）业务情况

公司控股孙公司新加坡旭创成立于 2018 年，作为苏州旭创光模块业务的海外经营主体，新加坡旭创及其下属子公司主要从事面向海外市场的高速光模块产品的研发、生产及销售等。

（四）财务情况（2023 年 1-9 月未经审计）

单位：万美元

项目	2021 年 12 月 31 日	2022 年 12 月 31 日	2023 年 09 月 30 日
总资产	12,392.52	21,519.13	36,314.30
总负债	7,258.23	11,431.06	22,125.49
股东权益	5,134.29	10,088.07	14,188.81
归属于母公司的净资产	5,134.29	10,088.07	14,188.81
项目	2021 年度	2022 年度	2023 年 1-9 月
营业收入	11,215.95	20,473.10	21,298.75
营业利润	17.62	1,484.58	1,169.96
净利润	-101.63	1,158.78	1,059.75
归属于母公司损益	-101.63	1,158.78	1,059.75

三、本次投资方基本情况

（一）CDH

- 1、公司名称：CDH Global Paper Limited
- 2、注册号：1461785
- 3、成立日期：2008 年 1 月 29 日
- 4、注册资本或股本：CDH Global Paper Limited is authorised to issue a maximum of 50,000 shares of one class with a par value of US\$1.00 each.
- 5、注册地址：Kingston Chambers, PO Box 173,Road Town,Tortola, British Virgin Islands

6、经营范围：投资控股

7、主要股东/管理人员：CDH Fund VI, L.P. (CDH Investment Advisory Private Limited 管理的美元基金)。

8、2023年1月，CDH向新加坡旭创提供了10,000.00万美元的借款，截至公告日借款余额为9,000.00万美元，本次增资CDH拟将9,000.00万美元的债权全部转换成新加坡旭创股权。除此之外，CDH与公司（包括合并报表范围内的子公司）、控股股东、实际控制人、董事、监事及高级管理人员不存在关联关系，也不存在其他可能造成或已经造成公司对其利益倾斜的其他关系。

(二) Charming Time

1、公司名称：Charming Time Holdings Limited

2、注册号：2111482

3、成立日期：2022年11月11日

4、注册资本或股本：5万美元

5、注册地址：Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

6、经营范围：投资控股

7、主要股东/管理人员：Kwok Yin Lai Queenie

8、2023年1月，Charming Time向新加坡旭创提供了300.00万美元的借款，本次增资Charming Time拟将300.00万美元的债权全部转换成新加坡旭创股权。除此之外，Charming Time与公司（包括合并报表范围内的子公司）、控股股东、实际控制人、董事、监事及高级管理人员不存在关联关系，也不存在其他可能造成或已经造成公司对其利益倾斜的其他关系。

(三) Teda

1、公司名称：Teda Holdings Limited

2、注册号：1456005

3、成立日期：2008年01月07日

4、注册资本或股本：5万股

5、注册地址：Ta Vistra Corporate Services Centre, Wickhams Cya Ll Road Town, Tortola, VG10, British Virgin Islands.

6、经营范围：投资与贸易

7、主要股东/管理人员：Zhu Weiqi, Gao Liangyu

8、本次增资 Teda 拟出资 2,000.00 万美元认购新加坡旭创股权, Teda 与公司(包括合并报表范围内的子公司)、控股股东、实际控制人、董事、监事及高级管理人员不存在关联关系, 也不存在其他可能造成或已经造成公司对其利益倾斜的其他关系。

(四) Dazzling Dream

1、公司名称：Dazzling Dream Holdings Limited

2、注册号：2119535

3、成立日期：2023年03月08日

4、注册资本或股本：1美元

5、住所：Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands

6、经营范围：投资控股

7、主要股东/管理人员：Liu Hao

8、本次增资 Dazzling Dream 拟出资 500.00 万美元认购新加坡旭创股权, Dazzling Dream 与公司(包括合并报表范围内的子公司)、控股股东、实际控制人、董事、监事及高级管理人员不存在关联关系, 也不存在其他可能造成或已经造成公司对其利益倾斜的其他关系。

四、本次交易定价依据

本次交易价格遵循公平公正合理的原则由交易各方协商确定, 未对公司独立性产生不利影响, 不存在损害公司和全体股东利益的情形。

五、本次交易协议主要内容

（一）股份认购协议

2 TRANSACTION 交易

2.1 Issuance and Subscription. Subject to the terms and conditions hereof, at the Closing (as defined below), each Investor agrees to, severally and not jointly, subscribe for and purchase, and the Company hereby agrees to allot and issue to each Investor such number of Ordinary Shares as set forth opposite such Investor's name on Part I of Exhibit A attached hereto (the "Purchased Shares" or such Investor's "Purchased Shares"), at an aggregate purchase price as set forth opposite such Investor's name on Part I of Exhibit A attached hereto (the "Investment Amount" or such Investor's "Investment Amount"), provided that such Investment Amount shall be paid in accordance with Section 3.3.

发行与认购：根据本协议的条款与条件，于交割时，各投资人分别但不连带地同意认购并购买，且公司特此同意向各投资人发行普通股，具体数量为本协议附件 A 的第 I 部分所示该等投资人名称对应的普通股股数（参见二、公司控股孙公司基本情况），购买总价为本协议附件 A 第 I 部分所示该等投资人名称对应的金额，但前提是该等投资价款应当根据第 3.3 条进行支付。

3 CLOSING 交割

3.1 Closing. The consummation of the transaction contemplated under Section 2 with respect to each Investor (each, a "Closing", and collectively, the " Closings") shall take place remotely via the exchange of documents and signatures on a date (the "Closing Date") that is no later than ten (10) Business Days after all Closing Conditions (as defined below) under Section 5.1 and Section 5.2 (except for such Closing Conditions that will be satisfied at the Closing, but nonetheless subject to the satisfaction or waiver thereof at the Closing) have been satisfied or waived (or at such other time and place as the Company and such Investor may mutually agree in writing).

交割：就每位投资人而言，第 2 条项下拟议交易的完成（单独或合称“交割”）应当通过远程交换文件和签名的方式，且应当在不晚于第 5.1 条和第 5.2 条项下所有交割条件均已满足或被豁免（在交割时将得到满足的交割条件除外，但仍受限于交

割时的满足或豁免情况)后的十(10)个工作日内的日期(或于公司与该等投资人共同书面同意的其他时间和地点) (“交割日”)完成。

3.3 Closing Payment to Company. 向公司交割付款

(a) At the Closing, CDH shall pay its Investment Amount by wire transfer of immediately available funds in US\$ to an account designated in writing by the Company (the “Designated Account”); provided that such wire instruction shall be delivered by the Company to CDH at least five (5) Business Days prior to the Closing Date; provided further that, CDH may offset all or any outstanding principal under the Loan Amount owed to it by the Company at the Closing (“CDH Offset Amount”) against its Investment Amount by issuing written notice to the Company at the Closing, specifying CDH Offset Amount (“CDH Offset Notice”), such that the amount actually payable in cash by CDH on Closing shall be an amount equivalent to CDH’s Investment Amount, less the CDH Offset Amount. The Company shall immediately offset and record the CDH Offset Amount as the Investment Amount of CDH in its books and records upon receipt of the CDH Offset Notice. The Parties hereby agree and acknowledge that on and subject to Closing, any and all the interest under the Loan Amount provided by CDH under the Loan Agreement shall be automatically and irrevocably waived by CDH, and the Company will not be required to make any payment in respect of such interest.

于交割时, CDH 应当通过电汇方式以即时可用的美元资金向公司书面指定的银行账户 (“指定账户”) 支付投资价款; 但是, 公司应当在交割日前至少提前五 (5) 个工作日向 CDH 交付该等付款通知; 并且, CDH 可以在交割时以借款金额项下公司对其尚未清偿的所有本金 (“CDH 抵销价款”) 对投资价款予以抵销, 为此 CDH 应当在交割时向公司发送书面通知 (“CDH 抵销通知”), 载明 CDH 抵销价款, 因此 CDH 应以 CDH 的投资价款扣除 CDH 抵销价款后的金额作为其在交割时应实际现金支付的款项。公司应在收到 CDH 抵销通知后立即抵销, 并将 CDH 抵销价款在账簿与记录中记载为 CDH 的投资价款。各方在此同意并认可, 在交割时并受限于交割发生, 借款协议项下 CDH 提供的借款金额对应的所有利息应自动且不可撤销地被 CDH 免除, 公司无需就该等利息支付任何款项。

(b) At the Closing, Charming Time shall pay its Investment Amount by wire transfer of immediately available funds in US\$ to the Designated Account notified by the Company to Charming Time; provided that such wire instruction shall be delivered by the Company to Charming Time at least five (5) Business Days prior to the Closing Date; provided further that, Charming Time may offset all or any outstanding principal under the Loan Amount owed to it by the Company at the Closing (“Charming Time Offset Amount”, together with CDH Offset Amount, the “Offset Amount” or such Investor’s “Offset Amount”) against its Investment Amount by issuing written notice to the Company at the Closing, specifying Charming Time Offset Amount (“Charming Time Offset Notice, together with CDH Offset Notice, “Investor Offset Notice” or such Investor’s “Offset Notice”), such that the amount actually payable in cash by Charming Time on Closing shall be an amount equivalent to Charming Time’s Investment Amount, less the Charming Time Offset Amount. The Company shall immediately offset and record the Charming Time Offset Amount as the Investment Amount of Charming Time in its books and records upon receipt of the Charming Time Offset Notice. The Parties hereby agree and acknowledge that on and subject to Closing, any and all the interest under the Loan Amount provided by Charming Time under the Loan Agreement shall be automatically and irrevocably waived by Charming Time, and the Company will not be required to make any payment in respect of such interest.

于交割时，Charming Time 应当通过电汇方式以即时可用的美元资金向公司向 Charming Time 告知的指定账户支付投资价款；但是，公司应当在交割日前至少提前五（5）个工作日向 Charming Time 交付该等付款通知；并且，Charming Time 可以在交割时以借款金额项下公司对其尚未清偿的所有本金对投资价款予以抵销，为此 Charming Time 应当在交割时向公司发送书面通知，载明 Charming Time 抵销价款，因此 Charming Time 应以 Charming Time 的投资价款扣除 Charming Time 抵销价款后的金额作为其在交割时应实际现金支付的款项。公司应在收到 Charming Time 抵销通知后立即抵销，并将 Charming Time 抵销价款在账簿与记录中记载为 Charming Time 的投资价款。各方在此同意并认可，在交割时并受限于交割发生，借款协议项下 Charming Time 提供的借款金额对应的所有利息应自动且不可撤销地被 Charming

Time 免除，公司无需就该等利息支付任何款项。

(c) At the Closing, Teda shall pay its Investment Amount by wire transfer of immediately available funds in US\$ to the Designated Account notified by the Company to Teda Holdings Limited; provided that such wire instruction shall be delivered by the Company to Teda Holdings Limited at least five (5) Business Days prior to the Closing Date;

交割时，Teda 应通过电汇以立即可用资金（美元）将其投资金额支付到公司向 Teda 通知的指定账户；但该电汇指令应由公司在交割日前至少五（5）个工作日送达 Teda;

(d) At the Closing, Dazzling Dream shall pay its Investment Amount by wire transfer of immediately available funds in US\$ to the Designated Account notified by the Company to Dazzling Dream Holdings Limited; provided that such wire instruction shall be delivered by the Company to Dazzling Dream Holdings Limited at least five (5) Business Days prior to the Closing Date;

交割时，Dazzling Dream 应通过电汇以立即可用资金（美元）将其投资金额支付到公司向 Dazzling Dream 通知的指定账户；但该电汇指令应由公司在交割日前至少五（5）个工作日送达 Dazzling Dream;

4 REPRESENTATIONS AND WARRANTIES 陈述与保证

4.1 Representations and Warranties of Covenantors. Each of the Companies Parties (collectively, the “Covenantors”) hereby, severally and jointly, represents and warrants to each of the Investors that each of the statements contained in Exhibit D attached hereto (the “Covenantors Representations and Warranties”) is true, correct, complete and not misleading as of the Signing Date and will be true, correct, complete and not misleading as of the Closing Date.

承诺人的陈述与保证：各公司方在此分别且连带地向各投资人作出陈述与保证，本协议附件 D 中包含的各陈述截至签署日与交割日均真实、正确、完整且不具有误导性。

4.2 Representations and Warranties of each Investor. Each Investor hereby, severally (and not jointly and severally, or jointly), and with respect to itself only, represents and warrants to the Company Parties that the representations and warranties set forth in this Section 4.2 (the “Investor Representations and Warranties”) are true and correct as of the Signing Date and will be true and correct as of the Closing Date:

各投资人的陈述与保证：各投资人在此分别但不连带地，仅就其自身而言，向公司方陈述并保证，其在本第 4.2 条作出的陈述与保证截至签署日及交割日均真实、正确：

(i) Organization, Good Standing and Qualification. Such Investor is duly incorporated, validly existing and in good standing under the Laws of the jurisdiction where it incorporated and is duly qualified to do business in such jurisdictions where such qualification is necessary according to the Laws in such jurisdiction.

组建、经营良好和资质：该投资人为根据其成立地法律正式组建、有效存续且经营良好，并且在根据司法管辖区的适用法律必需相应资质以开展业务的情况下，具有在该司法管辖区开展业务的正式资质。

(ii) Share Structure. Such Investor is not directly or indirectly controlled by any Person who is a PRC citizen or who is registered in the PRC.

股权结构：该投资人未直接或间接地受到身为中国公民或在中国注册的任何主体控制。

(iii) Qualifications. Such Investor has all requisite power and authority to execute and deliver this Agreement and other Transaction Documents to which it is a party, and to perform its obligations hereunder and thereunder. Each Transaction Document to which it is a party is or will, when executed and delivered by such Investor, constitute valid and legally binding obligations of such Investor, enforceable against such Investor in accordance with its terms.

资格：该投资人具备签署和交付本协议及其作为一方的其他交易文件，及履行其在本协议和该等交易文件项下的义务的所有必要的权力和授权。投资人作为一方的各交易文件，在该投资人签署和交付时，构成或将构成对该投资人有效且具有法

律约束力的义务，并可按照其条款对该投资人强制执行。

(iv) Purchase for Own Account. Such Investor is, or will be acquiring its Purchased Shares for its own account or the account of its Affiliates, not as a nominee or agent, and not with a view to or in connection with the sale or distribution of any part thereof, and such Investor has no present intention of selling, granting any participation in, or otherwise distributing the same immediately after the Closing.

为自身购买：该投资人系为自身或其关联方购买认购股份，而非作为名义持有人或代理，亦无出售或分配任何认购股份的意图或有关意图，该投资人目前没有意图在交割后立即出售认购股份，或授权他人参与购买，或以其他方式分配认购股份。

5 CLOSING CONDITIONS 交割条件

5.1 Closing Conditions to Investors' Obligations at Closing. The obligations of each Investor to consummate its obligations at Closing under Section 3.3 are subject to the satisfaction, or waiver by such Investor, of each of the following conditions (collectively, the "Closing Conditions to the Investors' Obligations at Closing"):

投资人在交割时履行义务的交割条件：各投资人在交割时履行其在第 3.3 条项下义务以下列各条件得到满足或被该投资人豁免为前提：

(i) Representations and Warranties. The Covenantors Representations and Warranties shall be true, correct, complete and not misleading as of the Signing Date and as of the Closing Date, with the same force and effect as if they were made on and as of such date (except in either case for those representations and warranties that address matters only as of a particular date, which representations will have been true and complete as of such particular date).

陈述与保证：承诺人陈述与保证截至签署日与交割日均应真实、正确、完整并不具有误导性，并且具有如同其于该等日期作出一般的同等效力（除非特定陈述保证仅为截至特定日期的事项而作出，则陈述截至该等特定日期为真实且完整的）。

(ii) Performance of Obligations. Each Covenantor shall have performed and complied with all agreements, obligations and conditions under the Transaction Documents that are required to be performed or complied with by it on or before the

Closing.

履行义务：各承诺人应在交割时或之前已履行并遵守交易文件规定的应由其履行或遵守的所有约定、义务和条件。

(iii) Proceedings and Documents. All necessary corporate approvals and other corporate proceedings of the Listed Company (if applicable), the Controlling Shareholder and the Company in connection with the transactions contemplated under this Agreement and the other Transaction Documents and all documents and instruments incidental to such transactions shall have been completed.

程序和文件：上市公司（如适用）、控股股东和公司与本协议、其他交易文件以及该等交易附带的所有文件与文书拟议的交易有关的所有必要的公司批准和其他公司程序已完成。

(iv) Approvals. All Consents of any competent Governmental Authority or any Person (if any) which are required to be obtained by the Company Parties before or on the Closing in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents shall have been duly obtained prior to or on the Closing.

批准：公司方就完成本协议及其他交易文件拟议的交易应在交割时或之前取得的任何主管政府机构的所有同意或任何主体（如有）的所有同意，应已在交割时或之前正式取得。

(v) Amended Constitution. The Amended Constitution shall have been duly adopted by all necessary action of the Board and the members of the Company and shall have been duly filed with ACRA, and such adoption shall have become effective prior to or as of the Closing with no alternation or amendment as of the Closing.

经修订的章程：经修订的章程应当经董事会与公司股东的所有必要行动而获得正式批准，并且已正式向 ACRA 备案。该等批准于交割前已生效且截至交割时为生效状态，并且截至交割时无修改或修订。

(viii) No Material Adverse Effect. There shall have been no event or events which would have a Material Adverse Effect on the Group Companies taken as a whole since the

Signing Date.

无重大不利影响：自签署日起，未发生任何可能对集团公司整体造成重大不利影响的事件。

9 MISCELLANEOUS 其他规定

9.1 Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the Laws of Hong Kong without giving effect to any choice of law rule that would cause the application of the Laws of any jurisdiction other than the internal Laws of Hong Kong to the rights and duties of the Parties hereunder.

管辖法律：本协议应受香港法律管辖，并仅根据香港法律进行解释，不使任何会导致除香港内部法律以外的任何司法管辖区的法律适用于各方在本协议项下的权利和义务的法律选择规范生效。

9.2 Dispute Resolution. 争议解决

(i) Any dispute, controversy or claim arising out of, in connection with or relating to this Agreement, including the interpretation, validity, invalidity, breach or termination thereof, shall be settled by arbitration.

因本协议（包括其解释、有效性、无效性、违约或终止）引起的、与之相关的或与之有关的任何争议、纠纷或索赔，应通过仲裁解决。

(ii) The arbitration shall be conducted in Hong Kong by Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the notice of arbitration is submitted in accordance with the said rules. The arbitration tribunal shall consist of three (3) arbitrators. The complainant and the respondent shall each select one (1) arbitrator. The appointment of the third arbitrator shall be mutually agreed upon by the two sides of the dispute. The arbitration shall be conducted in Chinese.

仲裁应由香港国际仲裁中心根据提交仲裁通知时有效的香港国际仲裁中心机构仲裁规则在香港进行，仲裁通知应根据该等规则递交。仲裁庭应由三名仲裁员组成。申请人和被申请人应各自选择一名仲裁员。第三名仲裁员应由争议双方协商一致指

定。仲裁应以中文进行。

9.9 Fees and Expenses. Each Party shall bear all of its own costs and expenses incurred in connection with the negotiation, execution, delivery and performance of this Agreement and other Transaction Documents and the transactions contemplated hereby and thereby.

费用和支出：每一方都应承担其各自就本协议及其他交易文件以及其项下拟议交易的谈判、签署、交付和履行发生的所有自身的成本与费用。

9.11 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof and thereof.

完整协议：本协议及其他交易文件就本协议及其他交易文件的标的构成各方的完整协议，并取代各方之间就本协议及其他交易文件的标的作出的所有在先的协议及承诺，无论是书面或口头作出的。

9.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

副本：本协议可签署两份或更多副本，每份副本均为原件，但所有副本共同构成同一份文契。为本协议效力之目的，传真和电子邮件发送的签字页复印件应被视为原件。

9.14 Effectiveness. Upon duly execution of this Agreement by all the Parties herein and subject to the completion of the applicable approval procedures of the Listed Company, this Agreement shall immediately effective and binding among all the Parties.

有效性：经本协议各方对本协议正式签署，并受限于上市公司完成适用批准程序，本协议生效并对各方具有约束力。

9.16 Language. This Agreement is executed in English and Chinese. In the event of

any inconsistency between the English and Chinese versions, the English version shall prevail.

语言：本协议以英文和中文签署。英文版本和中文版本如存在不一致，应以英文版本为准。

（二）股东协议

2 CORPORATE GOVERNANCE 公司治理

2.1 Board of Directors. 董事会

(i) Board Composition. On and after the Closing, the Company shall have a board of directors (the “Board”) consisting of no more than four (4) directors. The Board shall be constituted as follows:

董事会组成：交割时及交割后，公司应设有董事会，其成员由不超过四名董事组成。董事会应依照如下组成：

(a) So long as CDH holds 6,923,077 Shares (being 50% of the Purchased Shares subscribed by CDH pursuant to the Share Subscription Agreement), as adjusted for share splits, consolidations, dividends, recapitalizations and other similar transactions, it shall have the right to appoint and remove one (1) director of the Board (the “Investor Director”); and

只要 CDH 持有 6,923,077 股股份（对应 CDH 根据股份认购协议认购的认购股份的 50%），该等股数应根据拆股、并股、分红、资本重组及其他类似交易调整，CDH 有权任免董事会的一名董事；及

(b) the Controlling Shareholder shall be entitled to appoint and remove three (3) directors of the Board (the “Ordinary Directors”).

控股股东有权任免董事会的三名董事。

2.2 Protective Provisions. 保护性规定

(i) Approval by Shareholders/Board. Except as otherwise required by the Applicable Laws and except as provided in Section 2.2(ii), the proposals or items subject to approval by the Shareholders and the Board shall be approved or resolved by a simple majority of

the Shareholders or the directors, as applicable (for the avoidance of doubt, a simple majority of the Shareholders shall mean the Shareholders holding more than fifty percent (50%) voting rights of total Ordinary Shares of the Company (on a fully-diluted and as-converted basis) and a simple majority of the directors shall mean more than fifty percent (50%) of the directors).

股东/董事会批准：除适用法律另有规定及本协议第 2.2(ii)条另有约定外，受限于股东和董事会批准的提案或事项，应由股东或董事（如适用）的简单多数批准或决议（为免疑义，股东的简单多数应指（在完全摊薄和视同转换的基础上）持有公司全部普通股表决权超过百分之五十的股东；以及董事的简单多数应指超过百分之五十董事人数的董事）。

(ii) Significant Events. In addition to any other vote or consent required in this Agreement, the Amended Constitution or by any Applicable Law, each of the Covenantors shall procure each Group Company not to, directly or indirectly, take any of the actions listed in Exhibit C attached hereto (the “Significant Events”) without the prior written consent of the Majority Purchased Shares Holders and/or Investor Director (if applicable); provided that, if any adjustment or actions shall be made or taken as required by A-share listing related Laws, regulation or practice, the “Significant Events” shall be adjusted accordingly. In addition, where any Significant Event requires the approval of the general meeting or the board of directors of the Listed Company in accordance with the articles of association of the Listed Company or the Applicable Laws, such Significant Event shall be further determined by the shareholders or the board of directors of the Listed Company in accordance with the articles of association of the Listed Company or the Applicable Laws.

重大事件：除本协议、经修订的章程或任何适用法律要求的任何其他表决或同意外，各承诺人应促使各集团公司不得在未获得多数认购股份持有人和/或投资人董事（如适用）事先书面同意的情况下，直接或间接采取本协议附件 C 中所列的任何行动；但是，如果 A 股上市相关法律、法规或惯例要求作出或采取任何调整或行动的，“重大事件”应作相应调整。此外，如果根据上市公司的公司章程或适用法律规定，任何重大事件须经上市公司股东大会或董事会批准的，该重大事件应由上市公司股东或董事会根据上市公司的公司章程或适用法律进一步决定。

(1) any provision of guarantee by the Company to any Person in excess of twenty percent (20%) of the net assets of the Company stated in the audited financial statements for the latest period or US\$15,000,000 (whichever is lower), excluding the provision of guarantee in favor of the Company or its Subsidiaries in the ordinary course of business;

公司向任何主体提供任何担保，且金额超过公司最近一期经审计财务报表所载净资产的 20% 或 15,000,000 美元（以孰低为准），但在正常经营过程中为公司或其子公司提供担保的除外；

(2) any investment involving an amount in excess of twenty percent (20%) of the net assets of the Company stated in the audited financial statements for the latest period or US\$15,000,000 (such amount shall be reviewed and renewed by the Company and the Majority Purchased Shares Holders biennially) (whichever is greater), beyond the approved annual budget of the Company;

任何投资，且在经批准的年度预算外、金额超过公司最近一期经审计财务报表所载净资产的 20% 或 15,000,000 美元（该等金额应由公司和多数认购股份持有人每两年审查和更新一次，以孰高为准）；

(3) any approval, adjustment or amendment of any transaction between a Group Company and any of its Affiliate whose amount individually or in aggregate in one fiscal year is in excess of ten percent (10%) of the net assets of the Company stated in the audited financial statements for the latest period or US\$15,000,000 (whichever is lower), excluding those transactions occurred in the ordinary course of business;

对集团公司与其任何关联方之间的任何交易的任何批准、调整或修正，且在一个财政年度内单独或合计金额超过公司最近一期经审计财务报表所载净资产的 10% 或 15,000,000 美元（以孰低为准），但在正常经营过程中发生的交易除外；

(4) any provision of guarantee by the Company in favor of the Shareholders, the Listed Company, actual controller or their Affiliates;

公司对股东、上市公司、实际控制人或其关联方提供的任何担保。

5 ANTI-DILUTION 反稀释

In the event of an issuance of New Shares at any time after the Closing, for a consideration per New Share (on a fully diluted and as converted basis) received by the Company less than the applicable Purchase Price of any Investor in effect immediately prior to such issuance (“Down Round Issuance”), then the applicable Purchase Price of such Investor shall be reduced, before such issuance, to a price determined in accordance with the following formula:

如果在交割后的任何时间发行新股，并且公司获得的每股新股对价（在完全摊薄和视同转换的基础上）低于紧邻该等发行前任何投资人适用的有效认购价格（“折价发行”），则在该等发行之前，该等投资人的适用认购价格应降低至根据下列公式确定的价格：

$$NPP=PP * (OS + (NP / PP)) / (OS + NS)$$

WHERE:

NPP = the new applicable Purchase Price of any Investor,

NPP =任何投资人的新的适用认购价格，

PP = the applicable Purchase Price of any Investor in effect immediately before the issuance of the New Shares,

PP =紧邻新股发行前任何投资人适用的有效认购价格，

OS = the total outstanding Ordinary Shares immediately before the issuance of New Shares plus the total Ordinary Shares issuable upon conversion or exchange of all the outstanding preferred shares, convertible securities and exercise of outstanding options,

OS =紧邻新股发行前发行在外的普通股总数，加所有发行在外的优先股、可转换证券和行使发行在外的期权转换或交换后可发行的普通股总数，

NP = the total consideration received for the issuance or sale of the New Shares, and

NP =发行或出售新股所获得的总对价，及

NS = the number of New Shares issued or sold.

NS =已发行或出售的新股数量。

In the event of any Down Round Issuance, the Company shall issue additional Ordinary Shares to such Investor at nil consideration or at the lowest price allowed by the Applicable Laws (“Adjustment Issuance”) so that upon such Adjustment Issuance, the total number of the Shares held by such Investor shall be equal to the quotient of its Investment Amount divided by the new applicable Purchase Price.

在任何折价发行的情况下，公司应以零对价或适用法律允许的最低价格向该等投资人增发额外的普通股（“调整发行”），以使在该等调整发行后，该等投资人持有的股份总数等于其投资价款除以新的适用的认购价格所得的商数。

6 QIPO

6.1 For the purpose of this Agreement, the “QIPO” shall mean any of the following events as agreed by the Company and the Majority Purchased Shares Holders:

为本协议之目的，“QIPO”系指经公司和多数认购股份持有人同意的以下事项：

(i) Conversion 转换

Unless the Shares held by the Investors have been converted to the tradable shares of a listed entity registered on the Stock Exchange of Hong Kong, Singapore Exchange, New York Stock Exchange, NASDAQ or other mature and high-liquidity stock exchange recognized by the Majority Purchased Shares Holders in the following manners to the satisfaction of such Investor, the Management Holdco shall not and the Covenantors shall procure the Management Personnel not to convert the Shares of the Company directly or indirectly held by him/her to the tradable shares of any listed entity:

除非投资人持有的股份已通过其满意的以下方式转换为在香港联合交易所、新加坡交易所、纽约证券交易所、纳斯达克或其他成熟且流动性高的、由多数已购股份持有人同意的证券交易所注册的上市实体的流通股，管理层控股公司不得，且承诺人应当促使管理团队不得将其直接或间接持有的公司股份转换为任何上市实体的流通股：

(a) the Listed Company acquires the Shares of the Company through issuance of

shares for purchase of assets, with the pricing for each Share held by such Investor no less than the Fair Value;

上市公司通过发行股份购买资产的方式取得公司股份，且该等投资人持有的每股股份定价不低于公允价格；

(b) after the Listed Company realizes a dual listing IPO of both A-shares and on the Stock Exchange of Hong Kong, Singapore Exchange, New York Stock Exchange, NASDAQ or other mature and high-liquidity stock exchange recognized by the Majority Purchased Shares Holders, the Listed Company acquires the Shares of the Company through share swap transaction, with the pricing for each Share held by such Investor no less than the Fair Value; or

上市公司实现 A 股和香港联合交易所、新加坡交易所、纽约证券交易所、纳斯达克或其他成熟的高流动性、由多数已购股份持有人同意的证券交易所双重上市的首次公开募股后，上市公司通过股份交易取得公司股份，且该等投资人持有的每股股份定价不低于公允价格；或

(c) the Company achieves the similar effect in any other feasible manner to the satisfaction of the Majority Purchased Shares Holders.

公司以任何其他可行的方式达到令多数认购股份持有人满意的类似效果。

For the purpose of this Section 6.1(i), “Fair Value” means a fair, reasonable, and comparatively high price allowed under the market environment and the Applicable Laws, which has been achieved through the friendly consultation among the Company and the Majority Purchased Shares Holders with their reasonable efforts.

为本第 6.1(i)条之目的，“公允价格”系指经公司与多数认购股份持有人尽其合理努力友好协商达成的、市场环境和适用法律所允许的公平、合理和相对较高的价格。

(ii) Independent IPO

The Company completes the closing of a firm commitment underwritten public offering of Ordinary Shares of the Company, where such Ordinary Shares are listed on the

Stock Exchange of Hong Kong, Singapore Exchange, New York Stock Exchange, NASDAQ or other stock exchange as otherwise agreed by the Company and the Majority Purchased Shares Holders.

公司完成普通股以包销形式公开募股的交割，该等普通股在香港联交所、新加坡交易所、纽约证券交易所、纳斯达克或公司和多数认购股份持有人另行同意的其他证券交易所上市。

If the offering price per Share of the Company (“IPO Price”) (on a fully-diluted and as-converted basis) is less than the price (the “Qualified Price”) that is equal to the Purchase Price plus an interest calculated at a compound internal rate of return of four percent (4%) per annum on the Purchase Price, from the Borrowing Date and up to the date of QIPO, the Company and the Controlling Shareholder shall be liable for compensation in accordance with Section 6.2 hereof.

如果公司每股发行价格（在完全摊薄和视同转换的基础上）低于认购价格与自借款日起至 QIPO 日止按认购价格每年百分之四（4%）的复合内部收益率计算的利息之和的价格（“合格价格”），公司和控股股东应当根据本协议第 6.2 条的约定承担赔偿责任。

(iii) the Company achieves the similar effect in any other feasible manner.

公司以任何其他可行的方式达到类似的效果。

For the avoidance of doubt, unless otherwise agreed by the Majority Purchased Shares Holders, the QIPO shall not include listing on the National Equities Exchange and Quotations, Beijing Stock Exchange and National Quotation Bureau of NASDAQ.

为免疑义，除非多数认购股份持有人另有约定，QIPO 不包括在全国中小企业股份转让系统、北京证券交易所和纳斯达克粉单市场上市。

6.2 Compensation. 赔偿

If the pricing for each Share held by such Investor under Section 6.1(i) or the IPO Price under Section 6.1(ii) is less than the Qualified Price of such Investor, the Company, the Controlling Shareholder shall be liable to pay the shortfall caused by the difference

between the pricing for each Share held by such Investor/IPO Price of such Investor and the Qualified Price, to such Investor by shares (at nil consideration) or in cash (“Agreed Compensation”); provided however that, the Company, the Controlling Shareholder shall not be liable for the Agreed Compensation in the following circumstances: (a) the actual sales price at which such Investor sells the tradable shares held by it in the listed entity is higher than the Qualified Price; (b) when the share price of the listed entity is higher than the Qualified Price at any time after the expiry of lock up period applicable to such Investor, such Investor elects not to sell all of the shares it held; or (c) the pricing for each Share held by such Investor/IPO Price is higher than the Qualified Price.

如果该等投资人根据第 6.1(i)条持有的每股股份的定价或第 6.1(ii)条规定的首次公开募股价格低于该等投资人的合格价格，则公司、控股股东应负责支付该等投资人持有的每股股份的定价/该等投资人的首次公开募股价格与合格价格之间的差异所造成的差额，并以股份（零对价）或现金（“约定赔偿”）向该等投资人支付；但是，在下列情况下，公司、控股股东不承担约定赔偿责任：(a) 该等投资人出售其在上市实体中持有的流通股的实际出售价格高于合格价格；(b) 当上市实体的股价在适用于该等投资人的锁定期届满后的任何时间高于合格价格，该等投资人选择不出售其持有的所有股份；或(c) 该等投资人持有的每股股份的定价/首次公开募股价格高于合格价格。

In the event that the Company and the Controlling Shareholder fail to pay the Agreed Compensation, the Investors shall have the right to seek the Agreed Compensation from the Listed Company.

如果公司和控股股东未能支付约定赔偿，则投资人应有权向上市公司追索约定赔偿。

7 REDEMPTION 赎回权

7.1 Redemption Events. 赎回事件

Subject to provisions of Applicable Laws, the Amended Constitution and this Agreement and upon the occurrence of any of the following events (the “Redemption Events”), the Redemption Obligor (as defined in Section 7.4 below) shall, at the written

request (the “Redemption Notice”) of any Investor (the “Redeeming Investor”), redeem all of the Purchased Shares (the “Redeeming Purchased Shares”) held by such Investor, with payment of the Redemption Price (as defined in Section 7.2 below) within ninety (90) Business Days or on a date as agreed by the Redemption Obligor and such Investor in good faith (the “Redemption Obligor’s Payment Date”):

根据适用法律、经修订的章程和本协议的规定，在发生下列任何赎回事件时，赎回义务人应根据赎回投资人的书面要求赎回该投资人持有的所有认购股份，并在九十个工作日内或在赎回义务人与该等投资人善意约定的日期支付赎回价款：

(i) at any time after the fifth (5th) anniversary of the Borrowing Date if a QIPO has not been completed; provided however that, such term shall be automatically extended by twelve (12) months commencing on the date of Submittal of Application, only if such date of Submittal of Application occurs before the fifth (5th) anniversary of the Borrowing Date.

如果 QIPO 未完成，则自借款日起的五周年后的任何时间；但是，如果在自借款日起的五周年之前提交申请，该期限应自提交申请之日起自动延长十二个月。

For the purpose of this Section 7.1, “Submittal of Application” means: (a) with respect to the QIPO in Section 6.1(i)(a), the Listed Company has submitted the application to China Securities Regulatory Commission or other competent department of stock exchange for issuance of shares for purchase of assets; (b) with respect to the QIPO in Section 6.1(i)(b), the Listed Company has submitted the application to the relevant department of stock exchange for share transaction; and (c) with respect to the QIPO in Section 6.1(ii), the Company has submitted the application for IPO to the relevant department of stock exchange;

为本第 7.1 条之目的，“提交申请”是指：(a) 就第 6.1(i)(a)条中的 QIPO，上市公司已向中国证券监督管理委员会或其他证券交易所主管部门提交了发行股份购买资产的申请；(b) 就第 6.1(i)(b)条中的 QIPO，上市公司已向证券交易所相关部门提交了股份交易申请；及(c) 就第 6.1(ii)条中的 QIPO，公司已向证券交易所相关部门提交了首次公开募股申请；

(ii) if, due to change of Laws or regulatory policies or any disputes among the shareholders of the Listed Company, the expanding plan for the overseas business of the Company has been forced to terminate or there is a significant discrepancy between the expanding plan and the business plan delivered to such Investor at its Closing, as a result of which the valuation of the Company and the Shares held by such Investor has suffered a significant loss;

如果由于法律或监管政策的变更或上市公司股东之间的任何争议，新加坡旭创的扩张计划被迫终止、或扩张计划与交割时交付给该等投资人的商业计划之间存在重大差异，并导致公司价值和该等投资人持有的股份价值遭受重大损失。

(iii) the Company shall, upon the request of CDH after the third (3rd) anniversary but before the fifth (5th) anniversary of the Borrowing Date, engage professionals, such as sponsors, lawyers and auditors, recognized by the Company and CDH (the “Professionals”) to carry out a full assessment on the feasibility of the QIPO; provided that CDH may request for such assessment in writing only once in the above-mentioned term. If the Professionals reach a unanimous conclusion, confirming the feasibility of the QIPO after the assessment but the Company elects not to make the Submittal of Application before the fifth (5th) anniversary of the Borrowing Date; or

在收到 CDH 于借款日的第三周年后第五周年前发出的请求后，公司应当聘请公司及 CDH 认可的专业人士，例如保荐人、律师及审计师，对 QIPO 可行性开展全面评估；但是，CDH 仅可在上述期限内书面申请一次该等评估。如果专家在评估后达成一致结论，确认 QIPO 的可行性，但公司选择在借款日的第五周年前不进行提交申请的；或

(iv) any Change of Control occurs.

发生控制权变更。

7.2 Redemption Price. 赎回价款

(i) Under Sections 7.1(i) and 7.1(ii), the redemption price (the “Redemption Price I”) for each outstanding Purchased Share shall be an amount equal to one hundred percent (100%) of the Purchase Price plus an interest calculated at a compound internal rate of

return of four percent (4%) per annum on the Purchase Price, from the Borrowing Date and up to the date of Redemption Notice, proportionally adjusted for share split, share division, share combination, share dividend, reorganization, mergers, consolidations, reclassifications, exchanges, substitutions, recapitalization or similar events.

针对第 7.1(i)条与第 7.1(ii)条，每股发行在外的认购股份的赎回价款应等于认购价格的 100%加自借款日起至赎回通知出具日止按认购价格每年 4%的复合内部收益率计算的利息，并就拆股、股份细分、股份合并、股份分红、重组、兼并、并股、重新分类、交换、替换、资产重组或类似事件按比例调整。

(ii) Under Sections 7.1(iii) and 7.1(iv), the redemption price (the “Redemption Price II”, together with the Redemption Price I, the “Redemption Price”) for each outstanding Purchased Share shall be an amount equal to one hundred percent (100%) of the Purchase Price plus an interest calculated at a compound internal rate of return of ten percent (10%) per annum on the Purchase Price, from the Borrowing Date and up to the date of Redemption Notice, proportionally adjusted for share split, share division, share combination, share dividend, reorganization, mergers, consolidations, reclassifications, exchanges, substitutions, recapitalization or similar events.

针对第 7.1(iii)条与第 7.1(iv)条，每股发行在外的认购股份的赎回价款应等于认购价格的 100%加自借款日起至赎回通知出具日止按认购价格 10%的复合内部收益率计算的利息，并就拆股、股份细分、股份合并、股份分红、重组、兼并、并股、重新分类、交换、替换、资产重组或类似事件按比例调整。

7.4 Redemption Obligor. 赎回义务人

(i) Under Sections 7.1(i), (ii) and (iii),

对于第 7.1(i)条、第 7.1(ii)条及第 7.1(iii)条的情形，

(a) The Redemption Obligor shall be the Company;

赎回义务人应为公司；

(b) In the event that the Company fails to pay the Redemption Price prior to or on the Redemption Obligor’s Payment Date, the Investor shall have a put option to sell to the

Controlling Shareholder all or any portion of the Redeeming Purchased Shares which have not been redeemed by the Company at the per share price equal to the applicable Redemption Price, and the Controlling Shareholder shall purchase all of the Redeeming Purchased Shares which have not been redeemed by the Company within ninety (90) Business Days after receipt of such request of the Redeeming Investor or on a date as agreed by the Controlling Shareholder and such Redeeming Investor in good faith (the “Controlling Shareholder’s Payment Date”); or

如果公司未能在赎回义务人付款日之前或当天支付赎回价款，投资人应享有出售权，有权在收到赎回投资人的该等请求之日起九十个工作日内或在控股股东与该等赎回投资人善意约定的日期内，按与适用赎回价款相等的每股价格向控股股东出售公司未赎回的全部或部分赎回认购股份，控股股东应当购买公司未赎回的全部赎回认购股份；或

(c) In the event that the Controlling Shareholder fails to pay the Redemption Price prior to or on the Controlling Shareholder’s Payment Date, the Investor shall have a put option to sell to the Listed Company all or any portion of the Redeeming Purchased Shares which have not been redeemed/purchased by the Company and/or the Controlling Shareholder at the per share price equal to the applicable Redemption Price, and the Listed Company shall purchase all of the Redeeming Purchased Shares (for the avoidance of doubt, the Listed Company may designate any Person, including the Company or the Controlling Shareholder, to redeem/purchase all of the Redeeming Purchased Shares) which have not been redeemed/purchased by the Company and/or the Controlling Shareholder within ninety (90) Business Days after receipt of such request of the Redeeming Investor or on a date as agreed by the Listed Company and such Redeeming Investor in good faith (the “Listed Company’s Redemption”).

如果控股股东未能在控股股东付款日之前或当天支付赎回价款，投资人应享有出售权，有权在收到赎回投资人的该等请求之日起九十个工作日内或在上市公司与该等赎回投资人善意约定的日期内，按与适用赎回价款相等的每股价格向上市公司出售公司和/或控股股东尚未赎回/购买的全部或部分赎回认购股份，上市公司应当购买公司和/或控股股东尚未赎回/购买的全部赎回认购股份（为免疑义，上市公司可以

指定任何主体，包括公司或控股股东，赎回/购买全部赎回认购股份）（“上市公司的赎回”）。

(d) For the avoidance of doubt, the Company's and/or the Controlling Shareholder's failure to pay the Redemption Price prior to or on the Redemption Obligor's Payment Date and/or the Controlling Shareholder's Payment Date (as applicable) shall not be deemed as any Breach under Section 12 as long as the Listed Company's Redemption is fulfilled.

为免疑义，如果公司和/或控股股东未能在回购义务人付款日和/或控股股东付款日（视情况适用）之前或当天支付赎回价款，但是在履行上市公司的赎回的情况下，其不得被视为第 12 条项下的任何违约。

(ii) Under Section 7.1(iv), the Company shall procure the then actual controller of the Company to purchase all of the Redeeming Purchased Shares, in which event such actual controller shall be deemed as the Redemption Obligor.

对于第 7.1(iv)条的情形，公司应促使届时公司实际控制人购买全部赎回认购股份，在该等情形下该等实际控制人应视为回购义务人。

8 LIQUIDATION PREFERENCE 优先清算权

8.1 Liquidation Event.清算事件

In a Liquidation Event, all assets and funds of the Company legally available for distribution to the Shareholders shall, by reason of the Shareholders' ownership of the Shares, be distributed as follows:

在清算事件中，基于股东对股份的所有权，公司合法可用于向股东分配的所有资产和资金应按下列方式分配：

(i) Prior and in preference to any distribution of any of the assets or funds of the Company to any holders of the Ordinary Shares other than the Investors, each Investor shall be entitled to receive for each outstanding Share it holds, an amount equal to the higher of (a) the fair market price of such Share held by it or (b) the product of one hundred percent (100%) of the Purchase Price plus an interest calculated at a compound internal rate of return of (x) four percent (4%) per annum on the Purchase Price in the

event of Liquidation Event under Section 8.1 and Trade Sale under Section 8.2 or (y) ten percent (10%) per annum on the Purchase Price in the event of COC Transfer under Section 8.3, calculating from the Borrowing Date (the “Investor Preference Amount”); provided that, if the Company’s assets and funds are insufficient for the full payment of the aggregate Investor Preference Amount with respect to all the Purchased Shares, then the entire assets and funds of the Company legally available for distribution shall be distributed ratably among the Investors in proportion to the aggregate Investor Preference Amount each such Investor is otherwise entitled to receive pursuant to this Section 8.1(i).

在向除投资人以外的任何普通股持有人分配任何公司资产或资金之前且优先于该等分配，各投资人应有权就其持有的每股发行在外的股份，获得下列两项金额中的较高者：(a) 其持有的该等股份的公允市场价格，或(b) 认购价格 100%加(x) 在发生第 8.1 条约定的清算事件及第 8.2 条约定的出售事件的情况下，自借款日起按认购价格每年 4%或(y) 在发生第 8.3 条约定的控制权变更转让的情况下，自借款日起按认购价格每年 10%的复合内部收益率计算的利息；但是，如果公司的资产和资金不足以全额支付与所有认购股份相关的合计投资人优先金额，则公司合法可用于分配的全部资产和资金应按投资人根据本第 8.1(i)条有权获得的投资人优先金额的占比在投资人之间按比例进行分配。

(ii) After distribution or payment in full of the Investor Preference Amount pursuant to Section 8.1(i), the remaining assets and funds of the Company legally available for distribution to the Shareholders shall be distributed ratably among the holders of Ordinary Shares other than the Investors (calculated on a fully-diluted and as-converted basis, “Remaining Original Shares Holders”) held by them immediately prior to the occurrence of any Liquidation Event. Each Remaining Original Shares Holder shall be entitled to receive for each outstanding Share it holds, an amount equal to the Investor Preference Amount (“Original Shares Holders Preference Amount”); provided that, if the remaining assets and funds of the Company are insufficient for the full payment of Original Shares Holders Preference Amount, then the remaining assets and funds of the Company shall be distributed ratably among the Remaining Original Shares Holders in proportion to the aggregate Original Shares Holders Preference Amount each such Remaining Original

Shares Holder is otherwise entitled to receive pursuant to Section 8.1(ii).

在根据第 8.1(i)条全额分配或支付投资人优先金额后，公司合法可分配给股东的剩余资产和资金应按紧邻任何清算事件发生前除投资人以外的各普通股持有人（在完全摊薄和视同转换的基础上，“其余原始股份持有人”）的持股比例向其分配。每名其余原始股份持有人均有权就其持有的每一股发行在外股份获得等于投资人优先金额的金额；但是，如果公司的剩余资产和资金不足以全额支付原始股份持有人优先金额，则公司的剩余资产和资金应按每一该等其余原始股份持有人根据第 8.1(ii)条的规定本应有权获得的原始股份持有人优先金额的总额的比例向其分配。

(iii)After distribution or payment in full of the Original Shares Holders Preference Amount pursuant to Section 8.1(ii), the remaining assets and funds of the Company legally available for distribution to the Shareholders shall be distributed ratably among the holders of Ordinary Shares (calculated on a fully-diluted and as-converted basis) held by them immediately prior to the occurrence of any Liquidation Event.

在根据第 8.1(ii)条全额分配或支付原始股份持有人优先金额后，公司合法可分配给股东的剩余资产和资金应按紧邻任何清算事件发生前各普通股持有人的持股比例（在完全摊薄和视同转换的基础上）向其分配。

8.2 Trade Sale. 出售事件

Unless waived in writing by the Majority Purchased Shares Holders, a Trade Sale shall be deemed to be a Liquidation Event of the Company for purposes of this Section 8.2, and any proceeds, whether in cash or properties and whether obtained by the Company or any Shareholder, resulting from a Trade Sale shall be distributed in accordance with the terms of Section 8.1.

除非多数认购股份持有人书面豁免，否则为本第 8.2 条之目的，出售事件应视为公司的清算事件，且出售产生的任何收益，无论是现金还是财产，无论是公司还是任何股东获得的，均应根据第 8.1 条的条款进行分配。

8.3 Change of Control.控制权变更

Unless waived in writing by the Majority Purchased Shares Holders, the COC Transfer shall be deemed to be a Liquidation Event of the Company for purpose of this

Section 8.3, and any proceeds whether in cash or properties obtained by any shareholder, resulting from a COC Transfer shall be distributed in accordance with the terms of Section 8.1.

除非多数认购股份持有人以书面形式放弃，否则为本第 8.3 条之目的，控制权变更转让应视为公司的清算事件，且控制权变更转让产生的任何股东获得的任何收益，无论是现金还是财产，均应根据第 8.1 条的条款进行分配。

10 ADDITIONAL AGREEMENTS 额外约定

10.1 Conflicts. In the event of any conflict between the rights and privileges held by the Investor and the Laws and regulatory policies applicable to the Listed Company, the Laws and regulatory policies applicable to the Listed Company shall prevail, in which circumstance the Parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which realize rights and privileges of the Investors to the maximum extent on the premise that the Parties shall be in compliance with the Applicable Laws and regulatory policies.

冲突：如果投资人持有的权利和特权与适用于上市公司的法律和监管政策之间存在任何冲突，则应以适用于上市公司的法律和监管政策为准，此种情况下，在各方遵守适用法律和监管政策的前提下，各方应尽最大努力地善意协商在最大程度上实现投资人权利和特权的替代、有效和可强制执行的条款或协议。

10.2 Termination of Investors' Rights. Subject to other provisions of this Agreement, this Agreement and all rights and privileges contained herein shall terminate upon the consummation of a QIPO; provided that, in the event that the Company's application for QIPO has been withdrawn, invalid or rejected, the Covenantors shall take all such actions as necessary or desirable to restore all the rights and privileges of the Investors contained herein. If for the purpose of a QIPO, the rights and privileges of the Investors are required or advised by counsels to be terminated in advance, the Parties shall negotiate, in good faith, to achieve a settlement according to the requirement of QIPO.

投资人权利的终止：根据本协议的其他规定，本协议以及本协议包含的所有权利和特权应在 QIPO 完成时终止；但是，如果公司 QIPO 申请被撤回、无效或被驳回，

承诺人应采取一切必要或可取的行动，以恢复本协议所载投资人的所有权利和特权。如果出于 QIPO 目的，顾问要求或建议提前终止投资人的权利和特权，各方应进行善意协商，以根据其要求进行解决。

10.3 Restriction on Investment. Each Investor hereby, severally but not jointly agrees, undertakes and covenants to the Company Parties that, as long as it holds any share in the Company and within two (2) years after the date on which it transfers all the Shares held by it in the Company, without the prior written consent by the Controlling Shareholder, CDH Fund VI, L.P., Xiamen Dinghui Jingchun Equity Investment Partnership (Limited Partnership) and Xiamen Dinghui Jingrun Equity Investment Partnership (Limited Partnership) and any subsequent fund of such funds shall not directly or indirectly participate in the establishment of or the investment in any entity which engages in business of optical communication module or participate or hold any interest in such entity in any other manner.

投资限制：各投资人在此分别但非连带地同意，向各公司方保证并承诺，只要其持有公司的任何股份，且在其转让其持有的全部公司股份之日起两年内，未经控股股东的事先书面同意，CDH Fund VI, L.P.、厦门鼎晖景淳股权投资合伙企业（有限合伙）、厦门鼎晖景润股权投资合伙企业（有限合伙）以及该等基金的任何后续基金，不得直接或间接参与任何从事光通信模块业务的实体的设立或对其投资，或以其他方式参与或持有该实体的任何权益。

10.4 ESOP. The Company shall adopt an officer and employee share option plan (“Share Option Plan”), according to which the Company may grant options to the officers and employees corresponding to no more than 5% of the share capital of the Company after the Closing (on fully-diluted and as-converted basis) on the premise of compliance and satisfaction of performance commitments. The Share Option Plan shall be adopted in accordance with the Transaction Documents, upon the consent of the Majority Purchased Shares Holders in accordance with Section 2.2 and the completion of the procedures required by the Listed Company (if applicable).

ESOP：公司应通过一份管理人员和雇员股份期权计划（“股份期权计划”），根据该计划，公司可以以遵守和满足业绩承诺为前提，向管理人员和雇员授予交割后

不超过公司股本 5%的期权（在完全摊薄和视同转换的基础上）。股份期权计划应根据交易文件的规定，在多数认购股份持有人根据第 2.2 条的规定给予同意，并完成上市公司要求的程序（如适用）后予以通过。

13 MISCELLANEOUS 其他规定

13.1 Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the Laws of Hong Kong without giving effect to any choice of law rule that would cause the application of the Laws of any jurisdiction other than the internal Laws of Hong Kong to the rights and duties of the Parties hereunder.

管辖法律：本协议应受香港法律管辖，并仅根据香港法律进行解释，不使任何会导致除香港内部法律以外的任何司法管辖区的法律适用于各方在本协议项下的权利和义务的法律选择规范生效。

13.2 Dispute Resolution. 争议解决

(i) Any dispute, controversy or claim arising out of, in connection with or relating to this Agreement, including the interpretation, validity, invalidity, breach or termination thereof, shall be settled by arbitration.

因本协议（包括其解释、有效性、无效性、违约或终止）引起的、与之相关的或与之有关的任何争议、纠纷或索赔，应通过仲裁解决。

(ii) The arbitration shall be conducted in Hong Kong by Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the notice of arbitration is submitted in accordance with the said rules. The arbitration tribunal shall consist of three (3) arbitrators. The complainant and the respondent shall each select one (1) arbitrator. The appointment of the third arbitrator shall be mutually agreed upon by the two sides of the dispute. The arbitration shall be conducted in Chinese.

仲裁应由香港国际仲裁中心根据提交仲裁通知时有效的香港国际仲裁中心机构仲裁规则在香港进行，仲裁通知应根据该等规则递交。仲裁庭应由三名仲裁员组成。申请人和被申请人应各自选择一名仲裁员。第三名仲裁员应由争议双方协商一致指定。仲裁应以中文进行。

13.8 Entire Agreement. This Agreement and other Transaction Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all agreements and undertakings dated prior to the Signing Date, both written and oral, among the Parties with respect to the subject matter hereof and thereof.

完整协议：本协议及其他交易文件就本协议及其他交易文件的标的构成各方的完整协议，并取代各方之间就本协议及其他交易文件的标的作出的所有在先的协议及承诺，无论是书面或口头作出的。

13.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

副本：本协议可签署两份或更多副本，每份副本均为原件，但所有副本共同构成同一份文契。为本协议效力之目的，传真和电子邮件发送的签字页复印件应被视为原件。

13.14 Effectiveness and Termination. 有效性与终止

(i) Other than Sections 11 (Confidentiality and Non-disclosure) and Section 12 (Miscellaneous), which shall become effective and binding upon all Parties hereto immediately upon execution and delivery of this Agreement by each Party, this Agreement shall become effective and the effectiveness of the provisions shall be conditional upon occurrence of the Closing with respect to each Investor. Simultaneously with the Closing with respect to any Investor, this entire Agreement shall be effective and the provisions contained herein shall be binding upon all such Investor and all the other Parties (except any other Investor the Closing with respect to which has not occurred).

除第保密和不披露条款和第其他规定条款在各方签署和交付本协议后立即生效并对各方具有约束力外，本协议的生效和条款的有效性应以各投资人的交割为条件。在任何投资人交割的同时，本协议整体应生效且本协议中的规定应对所有该等投资人和所有其他各方（未发生交割的任何其他投资人除外）均具有约束力。

(ii) With respect to any Investor, this Agreement shall automatically terminate

between such Investor and the other Parties if the Share Subscription Agreement applicable to such Investor is terminated in accordance with its terms. This Agreement shall terminate with respect to any Investor when such Investor no longer beneficially owns any Share of the Company; provided that such termination shall not relieve any Party of liability for breach of this Agreement prior thereto.

对于任何投资人，如果适用于该投资人的股份认购协议根据其条款终止，则本协议应于该投资人与其他各方之间自动终止。当任何投资人不再实益拥有公司的任何股份时，本协议应对该等投资人终止；但该等终止不得免除任何一方因在此之前违反本协议而应承担的责任。

13.15 Language. This Agreement is executed in English and Chinese. In the event of any inconsistency between the English and Chinese versions, the English version shall prevail.

语言：本协议以英文和中文签署。英文版本和中文版本如存在不一致，应以英文版本为准。

六、本次交易的目的及对公司的影响

（一）本次交易的必要性分析

为更好支持海外市场业务发展、迎合海外市场重点客户的需求及全力保障公司海外交付能力，公司将进一步推进海外产能的建设。本次交易由投资方以其美元债权或海外美元资金出资，用于公司控股孙公司新加坡旭创及其下属子公司的产能建设、研发投入及日常经营，交易完成后可以优化新加坡旭创的股权结构和资产负债情况，进而持续提升其运营能力和竞争力。

综上，本次交易可以更好的满足控股孙公司新加坡旭创及其下属子公司生产运营资金需求，促进公司海外业务的拓展和公司国际化战略规划的实现，具备较强的必要性。

（二）本次交易对公司的影响

本次交易完成后，将进一步提升公司全球化、多元化的研发、生产及运营能力，以更好地满足各类客户的不同需求，为公司业务的持续发展带来积极深远的影响；

此外，本次交易后公司有望与投资方在业务拓展、投资并购等方面积极展开合作。本次交易完成后将会增加公司总资产和净资产，并会对公司财务状况和经营成果产生积极影响，不会损害公司、债权人及全体股东尤其是中小股东的利益。

七、备查文件

- 1、中际旭创第五届董事会第六次会议决议；
- 2、中际旭创第五届监事会第六次会议决议；
- 3、交易各方拟签署的协议文件；
- 4、独立董事对相关事项的独立意见。

特此公告

中际旭创股份有限公司董事会

2024年01月18日