

证券代码：300308

证券简称：中际旭创

公告编号：2026-038

中际旭创股份有限公司

关于调整控股孙公司 2025 年度增资方案的公告

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、方案调整概述

中际旭创股份有限公司（以下简称“中际旭创”或“公司”）于 2025 年 11 月 21 日召开第五届董事会第二十六次会议审议通过了《关于控股孙公司增资暨关联交易的议案》，公司全资孙公司 VINCREST HOLDINGS PTE. LTD（以下简称“VINCREST”）等机构拟合计出资 5.17 亿美元对公司控股孙公司 TeraHop Pte. Ltd.（以下简称“TeraHop”）进行增资，合计认购 TeraHop 16,089,272 股普通股。本次增资完成后，公司通过子公司苏州智达泰跃科技有限公司及孙公司 VINCREST HOLDINGS PTE. LTD 合计持有 TeraHop 股权比例仍为 67.70%，较本次增资前保持一致，具体内容详见公司在中国证监会指定创业板上市公司信息披露网站巨潮资讯网上披露的《中际旭创关于控股孙公司增资暨关联交易的公告》（公告编号：2025-106），该事项已经 2025 年 12 月 9 日召开 2025 年第四次临时股东会审议通过。

2026 年 3 月 30 日，公司召开第五届董事会第三十次会议审议通过了《关于调整控股孙公司 2025 年度增资方案的议案》，鉴于 VINCREST 及 INFIEVO Holding Pte. Ltd.（以下简称“INFIEVO”）对外直接投资(ODI)额度尚未全部审批完成，公司拟将交割方式由一次交割调整为分两步交割：（1）第一步：公司全资孙公司 VINCREST、原股东 INFIEVO 以及新股东 Platinum Orchid B 2018 RSC Limited（以下简称“Platinum Orchid”）、Daxue Investments Pte. Ltd.（以下简称“Daxue”）、True Light Investments Pte. Ltd.（以下简称“True Light”）拟合计出资 3.72 亿美元，合计认购 TeraHop 11,563,434 股普通股；（2）第二步：公司全资孙公司 VINCREST、原股东 INFIEVO 以及新股东 Platinum Orchid、Daxue、True Light 拟合计出资 1.46 亿美元，合计认购 TeraHop 4,525,838 股普通股。分步交割完成后，本次增资各方出资金额、认购股数

及出资比例与原交割方案保持一致。

本次变更在公司董事会审议通过后尚需提交公司股东会批准。本次交易不构成《上市公司重大资产重组管理办法》规定的重大资产重组，亦不构成重组上市，无需经过有关部门批准。

二、本次调整后的具体交割方案

（一）本次变更前股权结构

单位：股

序号	股东名称	股东类型	持股数量	持股比例
1	苏州智达泰跃科技有限公司	有限公司	80,000,000	67.70%
2	INFIEVO HOLDING PTE. LTD.	有限公司	20,000,000	16.93%
3	CDH GLOBAL PAPER LIMITED	有限公司	13,846,154	11.72%
4	DAWNTON CAPITAL LIMITED	有限公司	3,076,923	2.60%
5	DAZZLING DREAM HOLDINGS LIMITED	有限公司	769,231	0.65%
6	CHARMING TIME HOLDINGS LIMITED	有限公司	461,538	0.39%
合计			118,153,846	100.00%

注：原股东 TEDA HOLDINGS LIMITED 更名为 DAWNTON CAPITAL LIMITED

（二）第一步交割后股权结构

鉴于本次增资第一步交割的同时，CDH GLOBAL PAPER LIMITED 将其持有的 1,884,616 股股份转让给 Daxue，将其持有的 1,884,616 股股份转让给 True Light，将其持有的 3,769,231 股转让给 Platinum Orchid；DAWNTON CAPITAL LIMITED 将其持有的 230,768 股股份转让给 Daxue，将其持有的 230,769 股股份转让给 True Light，将其持有的 461,538 股转让给 Platinum Orchid；本次增资第一步交割及转让后的股权结构如下：

单位：股

序号	股东名称	股东类型	变动情况		持股数量	持股比例
			增资	转让		
1	苏州智达泰跃科技有限公司	有限公司	-	-	80,000,000	61.67%
2	VINCREST HOLDINGS	有限	7,821,368	-	7,821,368	6.03%

	PTE. LTD	公司				
3	INFIEVO HOLDING PTE. LTD.	有限公司	884,704	-	20,884,704	16.10%
4	CDH GLOBAL PAPER LIMITED	有限公司	-	-7,538,463	6,307,691	4.86%
5	DAWNTON CAPITAL LIMITED	有限公司	-	-923,075	2,153,848	1.66%
6	DAZZLING DREAM HOLDINGS LIMITED	有限公司	-	-	769,231	0.59%
7	CHARMING TIME HOLDINGS LIMITED	有限公司	-	-	461,538	0.36%
8	PLATINUM ORCHID B 2018 RSC LIMITED	有限公司	1,428,681	4,230,769	5,659,450	4.36%
9	DAXUE INVESTMENTS PTE. LTD.	有限公司	714,341	2,115,384	2,829,725	2.18%
10	TRUE LIGHT INVESTMENTS P PTE. LTD.	有限公司	714,340	2,115,385	2,829,725	2.18%
合计			11,563,434	-	129,717,280	100.00%

(三) 本次变更第二步交割后股权结构

单位：股

序号	股东名称	股东类型	增资股数	持股数量	持股比例
1	苏州智达泰跃科技有限公司	有限公司	-	80,000,000	59.59%
2	VINCREST HOLDINGS PTE. LTD	有限公司	3,061,223	10,882,591	8.11%
3	INFIEVO HOLDING PTE. LTD.	有限公司	346,267	21,230,971	15.82%
4	CDH GLOBAL PAPER LIMITED	有限公司	-	6,307,691	4.70%
5	DAWNTON CAPITAL LIMITED	有限公司	-	2,153,848	1.60%
6	DAZZLING DREAM HOLDINGS LIMITED	有限公司	-	769,231	0.57%
7	CHARMING TIME HOLDINGS LIMITED	有限公司	-	461,538	0.34%
8	PLATINUM ORCHID B 2018 RSC LIMITED	有限公司	559,174	6,218,624	4.63%
9	DAXUE INVESTMENTS PTE. LTD.	有限公司	279,587	3,109,312	2.32%

10	TRUE LIGHT INVESTMENTS P PTE. LTD.	有限公司	279,587	3,109,312	2.32%
合计			4,525,838	134,243,118	100.00%

三、交易协议主要内容变化

(一) 股份认购协议

调整前	调整后
<p>2.1 Issuance and Subscription</p> <p>2.1 发行与认购.</p> <p>On the terms and subject to the conditions set forth in this Agreement, each Investor (severally and not jointly with any other Investor) agrees to subscribe for and purchase, and the Company agrees to allot and issue to each Investor, at the Closing, such number of Ordinary Shares as set forth opposite such Investor’s name on Part I of Exhibit A attached hereto (such Investor’s “Subscription Shares”), at an aggregate purchase price as set forth opposite such Investor’s name on Part I of Exhibit A attached hereto (such Investor’s “Investment Amount”), it being agreed that the Investment Amount shall be paid in accordance with Section 3.3.</p> <p>根据本协议规定的条款和条件，各投资者（单独且不与其他投资者共同）同意认购并购买公司的普通股，而公司同意在交割时向他们发行普通股，所涉及股份（下称“投资者认购股份”）的数目以及各投资者的姓名在附件 A 第一部分中载述，而总购买价款见附件 A 第一部分相关投资者姓名对应栏所载金额（下称“投资者投资金额”）。双方同意应按照</p>	<p>2.1 Issuance and Subscription</p> <p>2.1 发行与认购</p> <p>On the terms and subject to the conditions set forth in this Agreement, each Investor (severally and not jointly with any other Investor) agrees to subscribe for and purchase, and the Company agrees to allot and issue to each Investor:</p> <p>根据本协议规定的条款和条件，各投资者（单独且不与其他投资者共同）同意认购并购买公司的普通股，而公司同意在以下时间向其配发并发行普通股：</p> <p>(a) at the Initial Closing, such number of Ordinary Shares as set forth opposite such Investor’s name on Part I of Exhibit A attached hereto (such Investor’s “Initial Subscription Shares”), at an aggregate purchase price as set forth opposite such Investor’s name on Part I of Exhibit A attached hereto (such Investor’s “Initial Investment Amount”); and</p> <p>(a) 首次交割时，认购股份数目（下称“首次认购股份”）及总购买价款（下称“首次投资金额”）见附件 A 第一部分相关投资者姓名对应栏所载内容；</p> <p>(b) at the Subsequent Closing, such number of Ordinary Shares as set forth opposite such Investor’s name</p>

第 3.3 条支付投资金额。

Investor	Number of Subscription Shares	Shareholding Percentage Immediately After the Closing	Investment Amount
Daxue Investments Pte. Ltd.	993,928	2.32%	US\$31,966,155.83
True Light Investments P Pte. Ltd.	993,927	2.32%	US\$31,966,155.83
Platinum Orchid B 2018 RSC Limited	1,987,855	4.63%	US\$63,932,311.67
INFIEVO HOLDING PTE. LTD.	1,230,971	15.82%	US\$39,589,832.60
VINCREST HOLDINGS PTE. LTD	10,882,591	8.11%	US\$350,000,000.00

on Part II of Exhibit A attached hereto (such Investor's "Subsequent Subscription Shares"), at an aggregate purchase price as set forth opposite such Investor's name on Part II of Exhibit A attached hereto (such Investor's "Subsequent Investment Amount");

(b) 后续交割时，认购股份数目（下称“后续认购股份”）及总购买价款（下称“后续投资金额”）见附件 A 第二部分相关投资者姓名对应栏所载内容；

It being agreed that the Initial Investment Amount and Subsequent Investment Amount shall each be paid in accordance with Section 3.5.

双方同意，首次投资金额及后续投资金额应分别按照第 3.5 条支付。

Investor	Number of Subscription Shares	Shareholding Percentage Immediately After the Initial Closing	Initial Investment Amount
Daxue Investments Pte. Ltd. ("Temasek")	714,341	2.18%	US\$22,974,222.85
True Light Investments P Pte. Ltd. ("True Light")	714,340	2.18%	US\$22,974,222.85
Platinum Orchid B	1,428,681	4.36%	US\$45,948

	2018 RSC Limited (“Platinum Investor”)			,445.70
	INFIEVO	884,704	16.10%	US\$28,453,394.31
	New Holdco	7,821,368	6.03%	US\$251,546,605.69
	Investor	Number of Subscription Shares	Shareholding Percentage Immediately After the Subsequent Closing	Subsequent Investment Amount
	Daxue Investments Pte. Ltd. (“Temasek”)	279,587	2.32%	US\$8,991,932.99
	True Light Investments P Pte. Ltd. (“True Light”)	279,587	2.32%	US\$8,991,932.99
	Platinum Orchid B 2018 RSC Limited (“Platinum Investor”)	559,174	4.63%	US\$17,983,865.97

	INFIEVO	346,267	15.82%	US\$11,136,438.29
	New Holdco	3,061,223	8.11%	US\$98,453,394.31

<p>3.1 Closing</p> <p>3.1 交割.</p> <p>The Closing with respect to each Investor shall take place at the Singapore office of the Company (or such other location as the Company and the Investors may agree in writing) on a date that is no later than the twelfth (12th) Business Day after all closing conditions set forth in Section 5.1 and Section 5.2 (except for such closing conditions that by their nature are to be satisfied at the Closing, it being understood that a condition that is delivery of a document is one that by its nature is to be satisfied at the Closing, but 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.</p> <p>就各投资者而言，交割应于公司新加坡办公室（或公司与投资者书面同意的其他地点）进行，且日期不得晚于第 5.1 条和第 5.2 条规定的所有交割条件（除根据其性质需在交割时满足的交割条件外，但需理解，文件交付等性质上需在交割时满足的条件，仍须在交割时满足或经豁免）均已满足或豁免</p>	<p>3.1 Initial Closing; Subsequent Closing</p> <p>3.1 首次交割；后续交割</p> <p>(a) The Initial Closing with respect to each Investor shall take place at the Singapore office of the Company (or such other location as the Company and the Investors may agree in writing) on a date that is no later than the twelfth (12th) Business Day after all closing conditions set forth in Section 5.1 and Section 5.2 (except for such closing conditions that by their nature are to be satisfied at the Initial Closing, it being understood that a condition that is delivery of a document is one that by its nature is to be satisfied at the Initial Closing, but subject to the satisfaction or waiver thereof at the Initial Closing) have been satisfied or waived, or at such other time and place as the Company and such Investor may mutually agree in writing.</p> <p>(a) 就各投资者而言，首次交割应于公司新加坡办公室（或公司与投资者书面同意的其他地点）进行，且日期不得晚于第 5.1 条和第 5.2 条规定的所有交割条件（除根据其性质需在首次交割时满足的交割条件外，但需理解，文件交付等性质上需在首次交割时满足的条件，仍须在首次交割时满足或经豁免）均已满足或豁免后的第十二（12）个营业日。若公司与相关投资者另行书面</p>
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<p>后的第十二（12）个营业日。若公司与相关投资者另行书面同意，交割也可在其他时间及地点进行。</p>	<p>同意，首次交割也可在其他时间及地点进行。</p> <p>The Subsequent Closing with respect to each Investor shall take place at the Singapore office of the Company (or such other location as the Company and the Investors may agree in writing) on a date that is no later than the twelfth (12th) Business Day after all closing conditions set forth in Section 6.1 and Section 6.2 (except for such closing conditions that by their nature are to be satisfied at the Subsequent Closing, it being understood that a condition that is delivery of a document is one that by its nature is to be satisfied at the Subsequent Closing, but subject to the satisfaction or waiver thereof at the Subsequent Closing) have been satisfied or waived, or at such other time and place as the Company and such Investor may mutually agree in writing.</p> <p>(b) 就各投资者而言，后续交割应于公司新加坡办公室（或公司与投资者书面同意的其他地点）进行，且日期不得晚于第 6.1 条和第 6.2 条规定的所有交割条件（除根据其性质需在后续交割时满足的交割条件外，但需理解，文件交付等性质上需在后续交割时满足的条件，仍须在后续交割时满足或经豁免）均已满足或豁免后的第十二（12）个营业日。若公司与相关投资者另行书面同意，后续交割也可在其他时间及地点进行。</p>
<p>3.4 Independent Closing</p> <p>3.4 独立交割。</p> <p>Subject to the closing conditions as set out in Section 5.1, each Investor’s obligation and right to consummate the Closing under this Section 3 shall be</p>	<p>3.5 Independent Closing</p> <p>3.5 独立交割。</p> <p>(a) Subject to the closing conditions as set out in Section 5, each Investor’s obligation and right to consummate the Initial Closing under this Section 3</p>

independent from any other Investor's obligation and right to consummate the Closing, and shall not be affected by any other Investor's consummation of or failure to consummate the Closing pursuant to the terms of this Agreement; provided, however, that the Closing of any Investor that is not an ODI Investor shall be conditional upon and subject to the prior consummation of the Closing of the ODI Investors and that the Closing of Temasek and True Light shall occur concurrently. There may be a total of one or multiple Closings.

在满足第 5.1 条规定的交割条件的前提下，各投资者根据第 3 条完成交割的义务及权利应与其他投资者完成交割的义务及权利相互独立，且不受任何其他投资者根据本协议完成或未能完成交割的影响；但是，任何非对外直接投资的投资者的交割应以对外直接投资的投资者交割的完成为先决条件，且 Temasek 和 True Light 的交割应同时进行。交割可进行一次或多次。

shall be independent from any other Investor's obligation and right to consummate the Initial Closing, and shall not be affected by any other Investor's consummation of or failure to consummate the Initial Closing pursuant to the terms of this Agreement; provided, however, that the Initial Closing of any Investor that is not an ODI Investor shall be conditional upon and subject to the prior consummation of the Initial Closing of the ODI Investors and that the Initial Closing of Temasek and True Light shall occur concurrently.

(a) 受第 5.1.5 条所载交割条件约束，每位投资者完成本节项下首次交割的义务与权利，独立于其他投资者完成首次交割的义务与权利，且不受任何其他投资者根据本协议条款完成或未能完成首次交割的影响；但前提是，非对外直接投资的投资者完成首次交割的义务，须以对外直接投资的投资者先行完成首次交割为条件，且淡马锡与 True Light 的首次交割须同时完成。

(b) Subject to the closing conditions as set out in Section 6 and without prejudice to Section 6.1(c), each Investor's obligation and right to consummate the Subsequent Closing under this Section 3 shall be independent from any other Investor's obligation and right to consummate the Subsequent Closing, and shall not be affected by any other Investor's consummation of or failure to consummate the Subsequent Closing pursuant to the terms of this Agreement.

(b) 受第 6 条所载交割条件约束，且在不影响第 6.1 (c)

	<p>条的前提下，每位投资者完成本节项下后续交割的义务与权利，独立于其他投资者完成后续交割的义务与权利，且不受任何其他投资者根据本协议条款完成或未能完成后续交割的影响。</p>
<p>5.1 Closing Conditions to Investors' Obligations at Closing</p> <p>5.1 投资者交割义务的生效条件.</p> <p>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 on or prior to the Closing Date:</p> <p>各投资者根据第 3.3 条在交割时履行其义务，须以满足或经该投资者豁免以下所有条件为前提，且该等条件须于交割日或之前满足：</p> <p>(a) Representations and Warranties. The Company Representations and the Management Representations shall be true and correct in all respects (in the case of those that contain any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of those that contain no materiality or Material Adverse Effect qualifier) as of the date hereof 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 Company Representations that address matters only as of a particular date, which Company Representations shall have been true and correct as of such particular date).</p>	<p>5.1 Closing Conditions to Investors' Obligations at Initial Closing. The obligations of each Investor to consummate its obligations at Initial Closing under Section 3.4 are subject to the satisfaction, or waiver by such Investor, of each of the following conditions on or prior to the Initial Closing Date:</p> <p>5.1 首次交割时投资者义务的生效条件。各投资者根据第 3.4 条在首次交割时履行其义务，须以该投资者于首次交割日或之前满足或豁免以下所有条件为前提：</p> <p>(a) Representations and Warranties. The Company Representations and the Management Representations shall be true and correct in all respects (in the case of those that contain any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of those that contain no materiality or Material Adverse Effect qualifier) as of the date hereof and as of the Initial 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 Company Representations that address matters only as of a particular date, which Company Representations shall have been true and correct as of such particular date).</p> <p>(a) 陈述与保证。公司陈述与保证及管理层陈述与保证（对于包含重大性或重大不利影响限定语的陈述）应于本协议签署日及首次交割日在所有方面真实且正确，或（对于未包含重大性或重大不利影响限定语的陈述）应</p>

陈述与保证。公司陈述与保证及管理层陈述与保证（对于包含重大性或重大不利影响限定语的陈述）应于本协议签署日及交割日在所有方面真实且正确，或（对于未包含重大性或重大不利影响限定语的陈述）应于该等陈述与保证作出当天在所有重大方面真实且正确（但仅针对特定日期事项的公司陈述与保证，该等陈述与保证应于该特定日期真实且正确）。

(b) Performance of Obligations. The Company shall have performed, entered into, and complied with all agreements and covenants hereunder that are required to be performed or complied with by it on or before the Closing.

义务履行。公司应已履行、签署并遵守所有其须于交割日或之前履行或遵守的本协议项下协议与承诺。

(c) Legality. No Governmental Authority shall have enacted, issued or promulgated any Law that is in effect and enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated hereby, and no legal proceeding shall have been instituted or threatened in writing by any Governmental Authority that seeks to enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated hereby.

合法性。任何政府机构均未制定、颁布或实施任何现行有效且禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律，且任何政府机构均未

于该等陈述与保证作出当天在所有重大方面真实且正确（但仅针对特定日期事项的公司陈述与保证，该等陈述与保证应于该特定日期真实且正确），其效力与于该等日期作出时相同。

(b) Performance of Obligations. The Company shall have performed, entered into, and complied with all agreements and covenants hereunder that are required to be performed or complied with by it on or before the Initial Closing.

(b) 义务履行。公司应已履行、签署并遵守其须于首次交割日或之前履行或遵守的本协议项下所有协议与承诺。

(c) Legality. No Governmental Authority shall have enacted, issued or promulgated any Law that is in effect and enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated hereby, and no legal proceeding shall have been instituted or threatened in writing by any Governmental Authority that seeks to enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated hereby.

(c) 合法性。任何政府机构均未制定、颁布或实施任何现行有效且禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律，且任何政府机构均未启动或书面威胁启动任何旨在禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律程序。

(d) External Approvals. All consents of any competent Governmental Authority (which shall include the ODI Approval by each ODI Investor in respect of the Initial Subscription Shares for such ODI Investor) or any Person that are required to be obtained by the Company on or prior

启动或书面威胁启动任何旨在禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律程序。

(d) External Approvals. All consents of any competent Governmental Authority (which shall include the ODI Approval by each ODI Investor) or any Person that are required to be obtained by the Company on or prior to the Closing in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents shall have been duly obtained on or prior to the Closing.

外部批准。公司为完成本协议及其他交易文件项下拟议交易而须于交割日或之前取得的所有相关政府机构（包括每位对外直接投资者取得的对外直接投资批准）或任何第三方的同意，均应于交割日或之前正式取得。

(e) Listed Company Shareholder Approvals. All consents of the shareholder meeting of the Listed Company that are required to be obtained pursuant to Applicable Laws in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents shall have been duly obtained on or prior to the Closing.

上市公司股东批准。根据适用法律，为完成本协议及其他交易文件项下拟议交易而须于交割日或之前取得的上市公司股东会的同意，均应于交割日或之前正式取得。

(f) Amended Constitution. The Amended

to the Initial Closing in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents shall have been duly obtained on or prior to the Initial Closing.

(d) 外部批准。公司为完成本协议及其他交易文件项下拟议交易而须于首次交割日或之前取得的所有相关政府机构（包括每位对外直接投资（ODI）投资者就其首次认购股份取得的对外直接投资批准）或任何第三方的同意，均应于首次交割日或之前正式取得。

(e) Listed Company Shareholder Approvals. All consents of the shareholder meeting of the Listed Company that are required to be obtained pursuant to Applicable Laws in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents shall have been duly obtained on or prior to the Initial Closing.

(e) 上市公司股东批准。根据适用法律，为完成本协议及其他交易文件项下拟议交易而须于首次交割日或之前取得的上市公司股东会的同意，均应于首次交割日或之前正式取得。

(f) Amended Constitution. The Amended Constitution having been duly approved by the Board and the shareholders of the Company, to take effect on and from the Initial Closing Date.

(f) 经修订章程。修订后的公司章程应已由公司董事会及股东正式批准，并于首次交割日及之后生效。

(g) No Material Adverse Effect. No Material Adverse Effect shall have occurred and be continuing.

(g) 无重大不利影响。不得发生且持续存在任何重大不

<p>Constitution having been duly approved by the Board and the shareholders of the Company, to take effect on and from the Closing Date.</p> <p>经修订章程。修订后的公司章程应已由公司董事会及股东正式批准，并于交割日及之后生效。</p> <p>(g) No Material Adverse Effect. No Material Adverse Effect shall have occurred and be continuing.</p> <p>无重大不利影响。不得发生且持续存在任何重大不利影响。</p> <p>(h) Shareholders Agreement. The Shareholders Agreement shall have been duly executed and delivered by the Company and the other parties (other than the Investors) thereto.</p> <p>股东协议。股东协议应已由公司及其他相关方（投资者除外）正式签署并交付。</p> <p>(i) Concurrent Closing. Closing with respect to each ODI Investor under this Agreement shall have occurred or be occurring concurrently with the Closing with respect to the Investor (other than the ODI Investors).</p> <p>同步交割。本协议项下每位对外直接投资者的交割应与该投资者（对外直接投资者除外）的交割同步发生或正在同步发生。</p> <p>(j) Closing Certificate. A senior executive officer or a director of the Company shall have executed and delivered to such Investor a closing certificate dated as of the Closing Date stating that all the conditions</p>	<p>利影响。</p> <p>(h) Shareholders Agreement. The Amended Shareholders Agreement shall have been duly executed and delivered by the Company and the other parties (other than the Investors) thereto.</p> <p>(h) 股东协议。经修订的股东协议应已由公司及其他相关方（投资者除外）正式签署并交付。</p> <p>(i) Concurrent Closing. The Initial Closing with respect to each ODI Investor under this Agreement shall have occurred or be occurring concurrently with the Initial Closing with respect to the Investors (other than the ODI Investors).</p> <p>(i) 同步交割。本协议项下每位对外直接投资（ODI）投资者的首次交割应与该投资者（对外直接投资（ODI）投资者除外）的首次交割同步发生或正在同步发生。</p> <p>(j) Closing Certificate. A senior executive officer or a director of the Company shall have executed and delivered to such Investor a closing certificate dated as of the Initial Closing Date stating that all the conditions specified in this Section 5.1 have been fulfilled as of the Initial Closing Date.</p> <p>(j) 交割证明书。公司的一名高级管理人员或董事应已签署并向该投资者交付一份日期为首次交割日的交割证明书，声明第 5.1 条规定的所有条件已于首次交割日满足。</p>
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<p>specified in this Section 5.1 have been fulfilled as of the Closing Date.</p> <p>交割证明书。公司的一名高级管理人员或董事应已签署并向该投资者交付一份日期为交割日的交割证明书，声明第 5.1 条规定的所有条件已于交割日满足。</p>	
<p>5.2 Closing Conditions to Company's Obligations at Closing</p> <p>5.2 公司交割义务的生效条件.</p> <p>The obligations of the Company to allot and issue the Subscription Shares to each Investor and consummate its obligations at the Closing under Section 3.2 are subject to the satisfaction, or waiver by the Company, of each of the following conditions on or prior to the Closing Date:</p> <p>公司根据第 3.2 条向各投资者配发及发行认购股份并完成其在交割时的义务，须在在交割日或之前满足或经公司豁免以下所有条件为前提:</p> <p>(a) Representations and Warranties. The Investor Representations made by such Investor shall be true and correct as of the date hereof and as of the Closing Date, with the same force and effect as if they were made on and as of such date.</p> <p>陈述与保证。该投资者作出的投资者陈述与保证应于本协议签署日及交割日真实且正确，其效力与于该等日期作出时相同。</p> <p>(b) Performance of Obligations. Such Investor shall have performed and complied with all agreements</p>	<p>5.2 Closing Conditions to Company's Obligations at Initial Closing. The obligations of the Company to allot and issue the Initial Subscription Shares to each Investor and consummate its obligations at the Initial Closing under Section 3.2 and Section 3.3 are subject to the satisfaction, or waiver by the Company, of each of the following conditions on or prior to the Initial Closing Date:</p> <p>5.2 首次交割时公司义务的生效条件</p> <p>公司根据第 3.2 条及第 3.3 条向各投资者分配并发行首次认购股份，并完成其在首次交割时的义务，须以公司于首次交割日或之前满足或豁免以下所有条件为前提:</p> <p>(a) Representations and Warranties. The Investor Representations made by such Investor shall be true and correct as of the date hereof and as of the Initial Closing Date, with the same force and effect as if they were made on and as of such date.</p> <p>(a) 陈述与保证。该投资者作出的投资者陈述与保证应于本协议签署日及首次交割日真实且正确，其效力与于该等日期作出时相同。</p> <p>(b) Performance of Obligations. Such Investor shall have performed and complied with all agreements and covenants hereunder that are required to be performed or complied</p>

and covenants hereunder that are required to be performed or complied with by it on or before the Closing.

义务履行。该投资者应已履行并遵守其须于交割日或之前履行或遵守的本协议项下所有协议与承诺。

(c) Legality. No Governmental Authority shall have enacted, issued or promulgated any Law that is in effect and enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated hereby, and no legal proceeding shall have been instituted or threatened in writing by any Governmental Authority that seeks to enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated hereby.

合法性。任何政府机构均未制定、颁布或实施任何现行有效且禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律，且任何政府机构均未启动或书面威胁启动任何旨在禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律程序。

(d) External Approvals. All consents of any competent Governmental Authority that are required to be obtained by such Investor on or prior to the Closing in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents shall have been duly obtained on or prior to the Closing.

外部批准。该投资者为完成本协议及其他交易

with by it on or before the Initial Closing.

(b) 义务履行。该投资者应已履行并遵守其须于首次交割日或之前履行或遵守的本协议项下所有协议与承诺。

(c) Legality. No Governmental Authority shall have enacted, issued or promulgated any Law that is in effect and enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated hereby, and no legal proceeding shall have been instituted or threatened in writing by any Governmental Authority that seeks to enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated hereby.

(c) 合法性。任何政府机构均未制定、颁布或实施任何现行有效且禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律，且任何政府机构均未启动或书面威胁启动任何旨在禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律程序。

(d) External Approvals. All consents of any competent Governmental Authority that are required to be obtained by such Investor on or prior to the Initial Closing in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents shall have been duly obtained on or prior to the Initial Closing.

(d) 外部批准。该投资者为完成本协议及其他交易文件项下拟议交易而须于首次交割日或之前取得的所有相关政府机构的同意，均应于首次交割日或之前正式取得。

(e) Transaction Documents. Each of the Transaction Documents, to which an Investor is a party, shall have been duly executed and delivered by such Investor.

<p>文件项下拟议交易而须于交割日或之前取得的所有相关政府机构的同意，均应于交割日或之前正式取得。</p> <p>(e) Transaction Documents. Each of the Transaction Documents, to which an Investor is a party, shall have been duly executed and delivered by such Investor.</p> <p>交易文件。该投资者作为一方签署的每份交易文件均应已由该投资者适当签署并交付。</p> <p>(f) Purchase Agreement. The “Closing” (as defined in the Purchase Agreement) with respect to such Investor shall have occurred or have been occurring concurrently with the Closing with respect to such Investor.</p> <p>购买协议。根据购买协议定义的“交割”（就该投资者而言）应已发生或正与该投资者相关的交割同时发生。</p> <p>(g) Closing Certificate. A senior executive officer or a director of such Investor shall have executed and delivered to the Company a closing certificate dated as of the Closing Date stating that all the conditions specified in this Section 5.2 have been fulfilled as of the Closing Date.</p> <p>交割证明书。该投资者的一名高级管理人员或董事应已签署并向公司交付一份日期为交割日的交割证明书，声明本节第 5.2 条规定的所有条件已于交割日满足。</p>	<p>(e) 交易文件。该投资者作为一方签署的每份交易文件均应已由该投资者适当签署并交付。</p> <p>(f) Purchase Agreement. The “Closing” (as defined in the Purchase Agreement) with respect to such Investor shall have occurred or have been occurring concurrently with the Initial Closing with respect to such Investor.</p> <p>(f) 购买协议。根据购买协议定义的“交割”（就该投资者而言）应已发生或正与该投资者相关的首次交割同时发生。</p> <p>(g) Closing Certificate. A senior executive officer or a director of such Investor shall have executed and delivered to the Company a closing certificate dated as of the Initial Closing Date stating that all the conditions specified in this Section 5.2 have been fulfilled as of the Initial Closing Date.</p> <p>(g) 交割证明书。该投资者的一名高级管理人员或董事应已签署并向公司交付一份日期为首次交割日的交割证明书，声明第 5.2 条规定的所有条件已于首次交割日满足。</p>
<p>5.3 Satisfaction of Closing Conditions</p>	<p>5.3 Satisfaction of Closing Conditions at Initial Closing.</p>

5.3 满足交割条件.

(a) The Company undertakes to use all reasonable endeavors to procure that each of the closing conditions set forth in Section 5.1 is fulfilled as soon as possible after the date of this Agreement and in any event on or before the Long Stop Date.

公司承诺将尽最大努力确保本协议第 5.1 条规定的所有交割条件在本协议签署日后尽快得到满足，但无论如何不得迟于最后期限日。

(b) Each Investor undertakes to use all reasonable endeavors to procure that each of the closing conditions set forth in Section 5.2 is fulfilled as soon as possible after the date of this Agreement and in any event on or before the Long Stop Date.

每位投资者承诺将尽最大努力确保本协议第 5.2 条规定的所有交割条件在本协议签署日后尽快得到满足，但无论如何不得迟于最后期限日。

5.3 首次交割条件的满足

(a) The Company undertakes to use all reasonable endeavors to procure that each of the closing conditions set forth in Section 5.1 is fulfilled as soon as possible after the date of this Agreement and in any event on or before the Long Stop Date.

(a) 公司承诺将尽合理努力确保本协议第 5.1 条规定的所有交割条件在本协议签署日后尽快得到满足，但无论如何不得迟于最后期限日。

(b) Each Investor undertakes to use all reasonable endeavors to procure that each of the closing conditions set forth in Section 5.2 is fulfilled as soon as possible after the date of this Agreement and in any event on or before the Long Stop Date.

(b) 每位投资者承诺将尽合理努力确保本协议第 5.2 条规定的所有交割条件在本协议签署日后尽快得到满足，但无论如何不得迟于最后期限日。

6.1 Closing Conditions to Investors' Obligations at Subsequent Closing. The obligations of each Investor to consummate its obligations at Subsequent Closing under Section 3.5 are subject to the satisfaction, or waiver by such Investor, of each of the following conditions on or prior to the Subsequent Closing Date:

6.1 后续交割时投资者义务的生效条件

各投资者根据第 3.5 条在后续交割时履行其义务，须以该投资者于后续交割日或之前满足或豁免以下所有条件为前提：

(a) Representations and Warranties. The Company

Fundamental Representations and the Management Representations shall be true and correct in all respects (in the case of those that contain any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of those that contain no materiality or Material Adverse Effect qualifier) as of the Subsequent 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 Company Fundamental Representations that address matters only as of a particular date, which Company Fundamental Representations shall have been true and correct as of such particular date).

(a) 陈述与保证。公司基本陈述与保证及管理层陈述与保证（对于包含重大性或重大不利影响限定语的陈述）应于后续交割日在所有方面真实且正确，或（对于未包含重大性或重大不利影响限定语的陈述）应于该等陈述与保证作出当天在所有重大方面真实且正确（但仅针对特定日期事项的公司基本陈述与保证，该等陈述与保证应于该特定日期真实且正确），其效力与于该等日期作出时相同。

(b) Legality. No Governmental Authority shall have enacted, issued or promulgated any Law that is in effect and enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated hereby, and no legal proceeding shall have been instituted or threatened in writing by any Governmental Authority that seeks to enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated hereby.

(b) 合法性。任何政府机构均未制定、颁布或实施任何

现行有效且禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律，且任何政府机构均未启动或书面威胁启动任何旨在禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律程序。

(c) External approval. All consents of any competent Governmental Authority that are required by the ODI Investors to consummate the Subsequent Closing shall have been duly obtained on or prior to the Subsequent Closing.

(c) 外部审批。对外直接投资的投资者为完成后续交割所必需的任何主管政府机构的全部批准，均已在后续交割完成时或之前正式取得。

(d) No Material Adverse Effect. No Material Adverse Effect shall have occurred and be continuing.

(d) 重大不利影响。未曾发生且持续存在任何重大不利影响。

(e) Closing Certificate. A senior executive officer or a director of the Company shall have executed and delivered to such Investor a closing certificate dated as of the Subsequent Closing Date stating that all the conditions specified in this Section 6.1 have been fulfilled as of the Subsequent Closing Date.

(e) 交割证明书。公司的一名高级管理人员或董事应已签署并向该投资者交付一份日期为后续交割日的交割证明书，声明第 6.1 条规定的所有条件已于后续交割日满足。

6.2 Closing Conditions to Company's Obligations at Subsequent Closing. The obligations of the Company to allot and issue the Subsequent Subscription Shares to each

Investor and consummate its obligations at the Subsequent Closing under Sections 3.2 are subject to the satisfaction, or waiver by the Company, of each of the following conditions on or prior to the Subsequent Closing Date:

6.2 后续交割时公司义务的生效条件。公司根据第 3.2 条向各投资者分配并发行后续认购股份，并完成其在后续交割时的义务，须以公司于后续交割日或之前满足或豁免以下所有条件为前提：

(a) Legality. No Governmental Authority shall have enacted, issued or promulgated any Law that is in effect and enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated hereby, and no legal proceeding shall have been instituted or threatened in writing by any Governmental Authority that seeks to enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated hereby.

(a) 合法性。任何政府机构均未制定、颁布或实施任何现行有效且禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律，且任何政府机构均未启动或书面威胁启动任何旨在禁止、阻止、妨碍或以其他方式使本协议拟议交易非法的法律程序。

(b) Transaction Documents. Each of the Transaction Documents, to which an Investor is a party, shall have been duly executed and delivered by such Investor.

(b) 交易文件。该投资者作为一方签署的每份交易文件均应已由该投资者适当签署并交付。

(c) Concurrent Closing. The Subsequent Closing with respect to each ODI Investor in respect of the Subsequent Subscription Shares for such ODI Investor under this

Agreement shall have occurred or be occurring concurrently with the Subsequent Closing with respect to the Investors (other than the ODI Investors).

(c) 同步交割。本协议项下每位对外直接投资（ODI）投资者就其后续认购股份的后续交割应与该投资者（对外直接投资（ODI）投资者除外）的后续交割同步发生或正在同步发生。

(d) Closing Certificate. A senior executive officer or a director of such Investor shall have executed and delivered to the Company a closing certificate dated as of the Subsequent Closing Date stating that all the conditions specified in this Section 6.2 have been fulfilled as of the Subsequent Closing Date.

(d) 交割证明书。该投资者的一名高级管理人员或董事应已签署并向公司交付一份日期为后续交割日的交割证明书，声明第 6.2 条规定的所有条件已于后续交割日满足。

6.3 Satisfaction of Closing Conditions at Subsequent Closing.

6.3 后续交割交割条件的满足

(a) The Company undertakes to use all reasonable endeavors to procure that each of the closing conditions set forth in Section 6.1 is fulfilled as soon as possible after the date of this Agreement and in any event on or before the Long Stop Date.

(a) 公司承诺将尽合理努力确保本协议第 6.1 条规定的所有交割条件在本协议签署日后尽快得到满足，但无论如何不得迟于最后期限日。

	<p>(b) Each Investor undertakes to use all reasonable endeavors to procure that each of the closing conditions set forth in Section 6.2 is fulfilled as soon as possible after the date of this Agreement and in any event on or before the Long Stop Date.</p> <p>(b) 每位投资者承诺将尽合理努力确保本协议第 6.2 条规定的所有交割条件在本协议签署日后尽快得到满足，但无论如何不得迟于最后期限日。</p>
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(二) 股东协议

调整前	调整后
<p>2.1 Board of Directors</p> <p>2.1 董事会.</p> <p>(a) Board Composition. On and after the date hereof, the Company shall have a board of directors (the “Board”) consisting of no more than ten (10) directors. The Board shall be constituted as follows:</p> <p>董事会构成。自本协议生效之日起，公司董事会（下称“董事会”）由不超过十（10）名董事组成，董事会成员应按如下方式组成：</p> <p>(i) Suzhou TeraHop shall be entitled to nominate up to six (6) directors of the Board;</p> <p>苏州智达泰跃有权提名不超过六名董事。</p> <p>(ii) The Management Holdco shall be entitled to nominate up to two (2) directors of the Board;</p> <p>管理层控股公司有权提名不超过两名董事。</p> <p>(iii) Unless and until CDH ceases to hold at least</p>	<p>2.1 Board of Directors</p> <p>2.1 董事会</p> <p>(a) Board Composition. On and after the date hereof, the Company shall have a board of directors (the “Board”) consisting of no more than ten (10) directors. The Board shall be constituted as follows:</p> <p>(a) 董事会组成</p> <p>自本协议生效之日起，公司董事会（下称“董事会”）由不超过十（10）名董事组成，其构成如下：</p> <p>(i) Suzhou TeraHop shall be entitled to nominate up to six (6) directors of the Board;</p> <p>(i) 苏州智达泰跃科技有限公司有权提名不超过六（6）名董事；</p> <p>(ii) The Management Holdco shall be entitled to nominate up to two (2) directors of the Board;</p> <p>(ii) 管理层控股公司有权提名不超过两（2）名董事；</p> <p>(iii) Unless and until CDH ceases to hold at least 3,622,828 Ordinary Shares, it shall be entitled to nominate one (1) director of the Board (the “CDH Director”); and</p>

3,622,828 Ordinary Shares, it shall be entitled to nominate one (1) director of the Board (the “CDH Director”); and

在CDH持有的普通股数不低于3,622,828期间, CDH有权提名一名董事(该董事称为“CDH董事”)。

(iv) Unless and until Temasek and Platinum together cease to hold at least the Minimum Shareholding Threshold, they shall be entitled to collectively nominate one (1) director of the Board, it being agreed that such director nomination right will be rotated between Temasek and Platinum for a term of one (1) year each, with the initial director nominated by Temasek; provided, that if either Temasek or Platinum ceases to hold a number of Shares equal to at least fifty percent (50%) of the Minimum Shareholding Threshold, then the other Investor (Platinum or Temasek, as applicable) shall instead have the right to, acting alone, nominate one (1) director of the Board for so long as such Investor holds a number of Shares equal to at least fifty percent (50%) of the Minimum Shareholding Threshold; provided further, that, if CDH has lost its right to appoint a CDH Director, each of Temasek and Platinum, to the extent it remains at that time the holder of one hundred percent (100%) of the Shares held by it immediately after the Closing under the Share Subscription Agreement and the 2025 Share Purchase Agreement, shall be entitled to, in lieu of collectively nominating any director, individually nominate up to one (1) director of the Board, with such

(iii) 除非且直至 CDH 持有的普通股数量低于 3,622,828 股, 否则 CDH 有权提名一(1)名董事(下称“CDH 董事”); 及

(iv) Unless and until Temasek and Platinum together cease to hold at least the Minimum Shareholding Threshold, they shall be entitled to collectively nominate one (1) director of the Board, it being agreed that such director nomination right will be rotated between Temasek and Platinum for a term of one (1) year each, with the initial director nominated by Temasek; provided, that if either Temasek or Platinum ceases to hold a number of Shares equal to at least fifty percent (50%) of the Minimum Shareholding Threshold, then the other Investor (Platinum or Temasek, as applicable) shall instead have the right to, acting alone, nominate one (1) director of the Board for so long as such Investor holds a number of Shares equal to at least fifty percent (50%) of the Minimum Shareholding Threshold; provided further, that, if CDH has lost its right to appoint a CDH Director, each of Temasek and Platinum, to the extent it remains at that time the holder of one hundred percent (100%) of the Shares held by it immediately after the Closing, shall be entitled to, in lieu of collectively nominating any director, individually nominate up to one (1) director of the Board, with such board nomination right automatically terminated if and when Temasek or Platinum (as applicable) ceases to hold a number of Shares equal to at least fifty percent (50%) of the Minimum Shareholding Threshold (any director so nominated collectively or

board nomination right automatically terminated if and when Temasek or Platinum (as applicable) ceases to hold a number of Shares equal to at least fifty percent (50%) of the Minimum Shareholding Threshold (any director so nominated collectively or individually by Temasek and/or Platinum if any, a “Class 2025 Investor Director” and, together with the CDH Director if any, the “Investor Directors”).

在淡马锡与 Platinum 合计持股不低于最低持股比例门槛期间，双方有权共同提名一名董事。该提名权由淡马锡与 Platinum 每满一年轮换一次，由淡马锡先行提名。若淡马锡或 Platinum 任一方的持股低于最低持股比例门槛的 50%，则另一方在其持股仍不低于该比例的情况下，有权单独提名一名董事。同时，如 CDH 不再享有提名 CDH 董事的权利，且淡马锡与 Platinum 各自仍持有其在交易交割完成时所持股份的全部，则淡马锡与 Platinum 各自有权分别提名不超过一名董事。该提名权在其持股低于最低持股比例门槛 50% 时自动失效。任何由淡马锡或 Platinum 共同或单独提名的董事为“2025 年投资人董事”。“2025 年投资人董事”与“CDH 董事”合称“投资人董事”。

(b) Nature of Investor Right to Nominate Directors. Notwithstanding anything to the contrary in this Agreement, (i) the right to nominate any director by an Investor (or a group of Investors) is personal to that Investor (or that group of Investors) and shall not be capable of being transferred or assigned to any Person other than its Affiliate in conjunction with a

individually by Temasek and/or Platinum if any, a “Class 2025 Investor Director” and, together with the CDH Director if any, the “Investor Directors”).

(iv) 除非且直至淡马锡与 Platinum 合计持股低于最低持股比例门槛，否则双方有权共同提名一（1）名董事。双方同意，该董事提名权由淡马锡与 Platinum 按每满一（1）年轮换一次的方式行使，首次提名权由淡马锡享有；但需明确，若淡马锡或 Platinum 中任一方持有的股份数量低于最低持股比例门槛的百分之五十（50%），则另一方在其持股数量仍不低于最低持股比例门槛百分之五十（50%）的期间，有权单独提名一（1）名董事；进一步明确，若 CDH 已丧失任命 CDH 董事的权利，且淡马锡与 Platinum 各自仍持有其在交割完成时所持有的全部股份，则淡马锡与 Platinum 均有权不再共同提名董事，转而各自单独提名不超过一（1）名董事；若淡马锡或 Platinum（视具体情况而定）持有的股份数量低于最低持股比例门槛的百分之五十（50%），则其相应的董事提名权自动终止（由淡马锡及 / 或 Platinum 共同或单独提名的任何董事称为“2025 年类投资者董事”，与 CDH 董事（如有）合称“投资者董事”）。

Each Shareholder agrees to vote all of its Shares or execute proxies or written resolutions or consents as the case may be in order to ensure that the directors duly nominated pursuant to this Section 2.1(a) be appointed to the Board. Each director of the Board shall act to fulfill his or her fiduciary duties under Singapore law regardless of his or her appointing shareholder(s). If none of the directors appointed pursuant to this Section 2.1 is

transfer of Shares permitted under this Agreement; (ii) a total of no more than two (2) Investor Directors will be in office at any point in time; and (iii) once an Investor (or a group of Investors) loses its right to nominate any Investor Director in accordance with the terms hereof, any subsequent acquisition of Shares will not revive or reinstate its nomination right previously lost.

关于投资人董事提名权的性质。除本协议另有约定外：(i) 投资人（或投资人集团）享有的董事提名权为其专属权利，除在本协议允许的股份转让情形下可随同转移给其关联方外，不得转让或以其他方式处分；(ii) 任一时点在任的投资人董事总数不得超过两名；(iii) 投资人（或投资人集团）一旦根据本协议规定丧失其提名权，即使其之后再次取得股份，该提名权亦不予恢复。

(c) Removal and Replacement. A director shall be removed from the Board, with or without cause, upon, and only upon (subject to Section 10.3), the request of the Shareholder who nominated him; provided that, the Class 2025 Investor Director nominated by Temasek or Platinum (as applicable) shall be removed from the Board upon the request of the relevant Investor who had nominated such Class 2025 Investor Director. If, as a result of death, disability, retirement, resignation, removal (with or without cause) of a director or otherwise, there shall exist or occur any vacancy on the Board, then (A) the Person(s) entitled under Section 2.1(a) to nominate

ordinarily resident in Singapore, all persons entitled to nominate a director under sub-sections (i) through (iv) above shall procure that at least one (1) of the directors is ordinarily resident in Singapore.

每位股东同意就其持有的全部股份行使表决权，或签署代理文件、书面决议或同意书（视具体情况而定），以确保根据本条第 (a) 款适当提名的董事得以当选为董事会成员。无论董事由哪一股东提名，每位董事均应依据新加坡法律履行其信义义务。若根据本条第 (a) 款任命的董事中无人通常居住于新加坡，则上述第 (i) 至 (iv) 项所规定的有权提名董事的各方应共同确保至少有一 (1) 名董事通常居住于新加坡。

(b) Nature of Investor Right to Nominate Directors. Notwithstanding anything to the contrary in this Agreement, (i) the right to nominate any director by an Investor (or a group of Investors) is personal to that Investor (or that group of Investors) and shall not be capable of being transferred or assigned to any Person other than its Affiliate in conjunction with a transfer of Shares permitted under this Agreement; (ii) a total of no more than two (2) Investor Directors will be in office at any point in time; and (iii) once an Investor (or a group of Investors) loses its right to nominate any Investor Director in accordance with the terms hereof, any subsequent acquisition of Shares will not revive or reinstate its nomination right previously lost.

(b) 投资者董事提名权的性质。尽管本协议有任何相反规定：(i) 投资者（或投资者集团）享有的董事提名权为其专属权利，除在本协议允许的股份转让情形下可随

such director whose death, disability, retirement, resignation or removal resulted in such vacancy shall have the exclusive right to nominate another individual (the “Replacement Director”) to fill such vacancy and serve as a director, and (B) subject to Section 2.1(a), each Shareholder agrees that if it is then entitled to vote for the appointment of the directors, it shall vote all of its Shares or execute proxies or written resolutions or consents as the case may be in order to ensure that the Replacement Director be appointed to the Board. If and when an Investor ceases to be entitled to nominate a director pursuant to Section 2.1(a), it shall immediately cause its nominated director to resign from the Board.

罢免与替换。董事的罢免（无论是否基于正当理由）仅应由（受限于 10.3 条）提名该董事的股东提出后方可进行；其中，由淡马锡或 Platinum（如适用）提名的 2025 年投资人董事，应在提名该董事的相应投资人提出要求时予以罢免。因董事死亡、伤残、退休、辞任、被罢免（无论是否有合理理由）或其他原因导致董事会出现空缺的，由（A）原有权依本协议第 2.1（a）条款提名该董事的一方享有唯一且排他的权利提名一名替任董事（“替任董事”）以填补该空缺，且（B）受本协议第 2.1（a）条款约束，凡有权参与董事任命投票之股东，应就其持股行使投票权或签署相关书面文件，以确保替任董事能依法被任命。如某投资人根据本协议第 2.1（a）条款不再享有董事提名权，则该投资人应立即促使其所提名的董事辞去董事会职务。

同股份转让给其关联方外，不得转让或让渡给任何其他主体；(ii) 任一时点在任的投资者董事总数不得超过两（2）名；(iii) 投资者（或投资者集团）一旦根据本协议约定丧失董事提名权，其后即使再次取得股份，该提名权亦不得恢复。

(c) Removal and Replacement. A director shall be removed from the Board, with or without cause, upon, and only upon (subject to Section 10.3), the request of the Shareholder who nominated him; provided that, the Class 2025 Investor Director nominated by Temasek or Platinum (as applicable) shall be removed from the Board upon the request of the relevant Investor who had nominated such Class 2025 Investor Director. If, as a result of death, disability, retirement, resignation, removal (with or without cause) of a director or otherwise, there shall exist or occur any vacancy on the Board, then (A) the Person(s) entitled under Section 2.1(a) to nominate such director whose death, disability, retirement, resignation or removal resulted in such vacancy shall have the exclusive right to nominate another individual (the “Replacement Director”) to fill such vacancy and serve as a director, and (B) subject to Section 2.1(a), each Shareholder agrees that if it is then entitled to vote for the appointment of the directors, it shall vote all of its Shares or execute proxies or written resolutions or consents as the case may be in order to ensure that the Replacement Director be appointed to the Board. If and when an Investor ceases to be entitled to nominate a director pursuant to Section 2.1(a), it shall immediately cause its

(d) Chairman. The chairman of the Board shall be a director nominated by Suzhou TeraHop.

董事长。董事会主席应由苏州智达泰跃提名的董事担任。

(e) Board Meeting Frequency and Notice. The Board shall meet at least once every six (6) months, unless otherwise agreed by a majority of the Board. Written notices and agendas of Board meetings as well as copies of all Board meeting materials shall be sent to every director of the Board at least five (5) days prior to the Board meeting, unless notice is waived by all the directors either at, before or after the meeting.

董事会会议频率及通知。除经董事会多数成员另行同意外，董事会应至少每六个月召开一次会议。董事会会议通知、会议议程及相关会议资料应至少在会议召开前五日以书面形式送达全体董事；全体董事可在会议前、会议期间或会后共同同意豁免该通知期限。

(f) Voting. Each director of the Board shall have one (1) vote on any matter submitted for approval of the Board. Subject to Section 2.2(b) and unless otherwise required by Applicable Laws, the adoption of any resolution of the Board shall require the affirmative vote of a majority of the directors present at a duly constituted meeting of the Board; provided that if the numbers of votes for and against a proposal are equal, the chairman of the Board shall have a casting vote. Any action that may be taken by the

nominated director to resign from the Board.

(c) 董事的罢免与替换。董事的罢免（无论是否基于正当理由）仅可在提名该董事的股东提出要求后进行（受第 10.3 条约束）；其中，由淡马锡或 Platinum（视具体情况而定）提名的 2025 年类投资者董事，应在提名该董事的相应投资者提出要求时予以罢免。若因董事死亡、伤残、退休、辞职、被罢免（无论是否基于正当理由）或其他原因导致董事会出现空缺，则：(A) 依据本条第 (a) 款原有权提名该空缺董事的一方享有唯一提名权，可提名一名替代人员（下称“替代董事”）填补该空缺并担任董事；(B) 受本条第 (a) 款约束，任何有权参与董事任命投票的股东，应就其持有的全部股份行使表决权，或签署代理文件、书面决议或同意书（视具体情况而定），以确保替代董事得以当选为董事会成员。若某投资者依据本条第 (a) 款不再享有董事提名权，则该投资者应立即促使其提名的董事辞去董事会职务。

(d) Chairman. The chairman of the Board shall be a director nominated by Suzhou TeraHop.

(d) 董事长。董事会董事长应由苏州智达泰跃科技有限公司提名的董事担任。

(e) Board Meeting Frequency and Notice. The Board shall meet at least once every six (6) months, unless otherwise agreed by a majority of the Board. Written notices and agendas of Board meetings as well as copies of all Board meeting materials shall be sent to every director of the Board at least five (5) days prior to the Board meeting, unless notice is waived by all the directors either at, before or after the meeting.

(e) 董事会会议频率及通知。除经董事会多数成员另行

<p>Board at a meeting may instead be taken by a written resolution signed by all of the directors then in office.</p> <p>表决机制。每名董事对任何提交董事会表决的事项拥有一票表决权。除第 2.2 (b) 条及适用法律另有要求外，在合法构成的董事会会议上，提交表决事项须经出席董事多数同意方可通过。如赞成票与反对票相等，则由董事会主席行使决定票。董事会可通过由全体在任董事签署的书面决议代替召开会议。</p>	<p>同意外，董事会应至少每六（6）个月召开一次会议。董事会会议通知、会议议程及所有会议材料副本应至少在会议召开前五（5）个营业日发送给每位董事；全体董事可在会议前、会议期间或会后共同同意豁免该通知期限。</p> <p>(f) Voting. Each director of the Board shall have one (1) vote on any matter submitted for approval of the Board. Subject to Section 2.2(b) and unless otherwise required by Applicable Laws, the adoption of any resolution of the Board shall require the affirmative vote of a majority of the directors present at a duly constituted meeting of the Board; provided that if the numbers of votes for and against a proposal are equal, the chairman of the Board shall have a casting vote. Any action that may be taken by the Board at a meeting may instead be taken by a written resolution signed by all of the directors then in office.</p> <p>(f) 表决规则。每位董事对提交董事会审议的任何事项均享有一（1）票表决权。受第 2.2 (b) 条及适用法律约束，董事会决议的通过需经合法召集的董事会会议上出席董事的多数赞成票；若赞成票与反对票数量相等，则董事会董事长享有决定性一票。董事会可通过由全体在任董事签署的书面决议替代召开会议行使职权。</p>
<p>3.5 Right of Co-Sale</p> <p>3.5 跟随出售权。</p> <p>(a) Right of Co-Sale. Subject to Section 3.7, each Investor (the “Co-Sale Holder”) shall have the right to participate in (i) a sale of Shares by Suzhou TeraHop, the Management Holdco or the New Holdco (each a “Co-Sale Transferor”) to a Person including an</p>	<p>3.5 Right of Co-Sale.</p> <p>3.5 跟随出售权</p> <p>(a) Right of Co-Sale. Subject to Section 3.7, each Investor (the “Co-Sale Holder”) shall have the right to participate in (i) a sale of Shares by Suzhou TeraHop, the Management Holdco or the New Holdco to a Person including an Investor but excluding the Listed Company,</p>

Investor but excluding the Listed Company, Management Holdco, Management Personnel or their respective Affiliates (a “Third Party Purchaser”), (ii) a direct or indirect sale of shares in the New Holdco by the Listed Company or Suzhou TeraHop to a Third Party Purchaser or (iii) the sale of shares in Management Holdco by Management Personnel to a Third Party Purchaser, and/or (iv) a Management Buyout, as set forth in this Section 3.5 (the “Right of Co-Sale”); provided, that if such sale constitutes or is deemed to be a Trade Sale, no Right of Co-Sale shall apply.

跟随出售权。在不违反本协议第 3.7 条的前提下，每一投资人（“跟随出售权持有人”）就下列交易享有跟随出售权：(i) 苏州智达泰跃、管理层控股公司或新控股公司向任何第三方购买人出售股份；(ii) 上市公司或苏州智达泰跃直接或间接向第三方购买人转让新控股公司股份；(iii) 管理层人员向第三方购买人转让管理层控股公司股份；(iv) 第 3.5 条规定的管理层回购。但若该等出售构成或被视为整体出售，则本条所述跟随出售权不适用。

Management Holdco, Management Personnel or their respective Affiliates (a “Third Party Purchaser”), (ii) a direct or indirect sale of shares in the New Holdco by Suzhou TeraHop or the Listed Company or in Suzhou TeraHop by the Listed Company, in each case to a Third Party Purchaser, (iii) the sale of shares in Management Holdco by Management Personnel to a Third Party Purchaser (Suzhou TeraHop, the Management Holdco, the New Holdco, Listed Company and Management Personnel, as the case may be, a “Co-Sale Transferor”), and/or (iv) a Management Buyout, as set forth in this Section 3.5 (the “Right of Co-Sale”); provided, that if such sale constitutes or is deemed to be a Trade Sale, no Right of Co-Sale shall apply.

(a) 跟随出售权。在符合第 3.7 条规定的前提下，每位投资者（下称“跟随出售权持有人”）均享有一项权利（下称“跟随出售权”），可按照本条规定，参与以下交易：(i) 苏州智达泰跃科技有限公司、管理层控股公司或新控股公司向任何主体（包括其他投资者，但不包括上市公司、管理层控股公司、管理层人员及其各自关联方）（下称“第三方购买人”）出售股份；(ii) 苏州智达泰跃科技有限公司或上市公司直接或间接向第三方购买人转让新控股公司的股份，或上市公司直接或间接向第三方购买人转让苏州智达泰跃科技有限公司的股份；(iii) 管理层人员向第三方购买人转让管理层控股公司的股份（苏州智达泰跃科技有限公司、管理层控股公司、新控股公司、上市公司及管理层人员（视具体情况而定）均称为“跟随出售转让方”）；及 / 或 (iv) 管理层回购；但需明确，若该等出售构成或被视为整体出售

	(Trade Sale), 则本条所述跟随出售权不适用。
<p>6.4 Management Holdco</p> <p>6.4 管理层控股公司。</p> <p>Unless and until the Shares held by the Investors are converted into or otherwise become convertible into or otherwise become, freely tradable shares of a listed entity, the Management Holdco shall not and the Company Parties shall procure the Management Personnel not to convert the Shares of the Company directly or indirectly held by him or her into freely tradable shares of any listed entity.</p> <p>在投资人所持股份尚未转换或取得转换资格成为上市主体可自由流通股份之前, 管理层控股公司不得, 且公司各方应确保管理人员不得, 将其直接或间接持有的公司股份转换为任何上市主体中可自由交易的股份。</p>	<p>6.4 Management Holdco.</p> <p>6.4 管理层控股公司</p> <p>Unless and until the Shares held by a Relevant Investor are converted into or otherwise become freely tradable shares of a listed entity, the Management Holdco shall not and the Company Parties shall procure the Management Personnel not to convert the Shares of the Company directly or indirectly held by him or her into freely tradable shares of any listed entity. The Management Holdco shall provide notice to each Investor at least ten (10) days prior to the entry into any binding agreement with respect to the conversion of any Shares of the Company directly or indirectly held by Management Holdco or any of the Management Personnel into shares of any listed entity.</p> <p>在相关投资者所持股份尚未转换为或取得转换资格成为上市主体可自由交易股份之前, 管理层控股公司不得进行相关操作, 且公司方应确保管理层人员不得将其直接或间接持有的公司股份转换为任何上市主体的可自由交易股份。</p> <p>若管理层控股公司或任何管理层人员拟就其直接或间接持有的公司股份签订任何具有约束力的转换协议, 将该等股份转换为任何上市主体的股份, 管理层控股公司应至少提前十 (10) 天向每位投资者发出通知。</p>
<p>6.5 Dual Listing Exit Transaction</p> <p>6.5 双重上市退出安排.</p> <p>(a) Each Class 2025 Investor shall have the right</p>	<p>6.5 Dual Listing Exit Transaction.</p> <p>6.5 双重上市退出交易</p> <p>(a) Each Class 2025 Investor shall have the right but not</p>

but not the obligation to deliver to the Company and the Listed Company a written notice (a “Dual Listing Exit Notice”) at any time between the third (3rd) anniversary of Closing and the fifth (5th) anniversary of Closing if as of the time of the Dual Listing Exit Notice (x) the Company has not completed an initial public offering of its shares (or shares of a listed entity that holds directly or indirectly at least a majority of the assets and operations of the Group), (y) there is no registration statement (or other applicable listing application or documents) submitted by the Company in relation to the initial public offering of its shares on an Approved QIPO Listing Venue that is being reviewed by the applicable regulator or stock exchange, and (z) the Listed Company has completed an H-share listing on the Hong Kong Stock Exchange and remains listed on the Hong Kong Stock Exchange (items (x), (y) and (z) together, the “Exit Notice Condition”) (any Class 2025 Investor who delivers a Dual Listing Exit Notice, an “Exercising Class 2025 Investor”).

自交割满三周年起至交割满五周年止，若在该期间内满足所有以下条件（统称“退出通知条件”）：公司尚未完成其股份的首次公开发行，或尚未完成由直接或间接持有集团主要资产和经营主体的上市实体进行的首次公开发行；公司尚未就 QIPO 于合格上市地点提交并正在接受审核的注册申报文件或其他适用上市申请材料；上市公司已在香港联合交易所完成 H 股上市，且其上市地位仍然有效，则

the obligation to deliver to the Company and the Listed Company a written notice (a “Dual Listing Exit Notice”) at any time between the third (3rd) anniversary of the First Initial Closing and the Exit Notice Delivery End Date if as of the time of the Dual Listing Exit Notice (x) the Company has not completed an initial public offering of its shares (or shares of a listed entity that holds directly or indirectly at least a majority of the assets and operations of the Group), (y) there is no registration statement (or other applicable listing application or documents) submitted by the Company in relation to the initial public offering of its shares on an Approved QIPO Listing Venue that is being reviewed by the applicable regulator or stock exchange (unless the IPO End Date has already occurred, in which case condition (y) would be deemed to be satisfied), and (z) the Listed Company has completed an H-share listing on the Hong Kong Stock Exchange and remains listed on the Hong Kong Stock Exchange (items (x), (y) and (z) together, the “Exit Notice Condition”) (any Class 2025 Investor who delivers a Dual Listing Exit Notice, an “Exercising Class 2025 Investor”).

(a) 自首次交割满三周年起至退出通知交付截止日期间，若发出双重上市退出通知时满足以下全部条件（统称“退出通知条件”），则每位 2025 年类投资者均有权（但无义务）向公司及上市公司发出书面通知（下称“双重上市退出通知”）：(x) 公司尚未完成其股份的首次公开发行，或尚未完成由直接或间接持有集团至少多数资产及经营业务的上市主体进行的首次公开发行；(y) 公司尚未就合格首次公开发行向合格上市地点提

任何 2025 年投资人均有权（但无义务）向公司及上市公司发出双重上市退出通知。发出该通知的 2025 年投资人称为“行权 2025 年投资人”。

(b) After receiving a Dual Listing Exit Notice, subject to Applicable Laws and the Listing Laws applicable to the Listed Company, the Listed Company shall either:

在收到双重上市退出通知后，且在符合适用法律及上市公司所适用的上市监管要求的前提下，上市公司应采取以下任一方式完成退出安排：

(i) issue new H shares at Market Price to the Exercising Class 2025 Investor as consideration for acquiring all of the Exercising Class 2025 Investor's Shares in the Company at a price (the "Exit Price") equal to the Fair Market Value, or

上市公司以市场价格向行权 2025 年投资人发行新 H 股，作为其收购行权 2025 年投资人所持全部公司股份的对价。该等股份的收购价格（“退出价格”）应按公允市场价值确定。

(ii) if elected by the Company upon consultation with the relevant Class 2025 Investor, acquire all of the Exercising Class 2025 Investor's Shares in the Company at the Exit Price in cash and require that the Exercising Class 2025 Investor use (in which case the Exercising Class 2025 Investor shall use) such cash proceeds less Tax payable by the Exercising Class 2025 Investor in connection with the sale to subscribe for new shares issued by the Listed Company at

交并正在接受相关监管机构或证券交易所审核的注册申报文件（或其他适用的上市申请文件）（除非首次公开发行结束日已发生，此时条件 (y) 视为满足）；(z) 上市公司已在香港联合交易所完成 H 股上市，且其上市地位持续有效。发出该通知的 2025 年类投资者称为“行权 2025 年类投资者”。

(b) After receiving a Dual Listing Exit Notice, subject to Applicable Laws and the Listing Laws applicable to the Listed Company, the Listed Company shall either:

(b) 收到双重上市退出通知后，在符合适用法律及上市公司所适用的上市监管要求的前提下，上市公司应采取以下任一方式：

(i) issue new H shares at Market Price to the Exercising Class 2025 Investor as consideration for acquiring all of the Exercising Class 2025 Investor's Shares in the Company at a price (the "Exit Price") equal to the Fair Market Value, or

(i) 以市场价格向行权 2025 年类投资者发行新 H 股，作为收购其持有的全部公司股份的对价，该等股份的收购价格（下称“退出价格”）应等于公允市场价值；或

(ii) if elected by the Company upon consultation with the relevant Class 2025 Investor, acquire all of the Exercising Class 2025 Investor's Shares in the Company at the Exit Price in cash and require that the Exercising Class 2025 Investor use (in which case the Exercising Class 2025 Investor shall use) such cash proceeds less Tax payable by the Exercising Class 2025 Investor in connection with the sale to subscribe for new shares issued by the Listed

Market Price; provided that (x) the cash shall be deposited into and held by a reputable bank as escrow agent between the acquisition of the Exercising Class 2025 Investor's Shares and the subscription for new shares issued by the Listed Company, and (y) any reasonable costs and expenses (excluding Taxes) incurred in connection with this Section 6.5(b)(ii) (including but not limited to the fees of the escrow agent) shall be borne by the Company,

经公司与相关 2025 年投资人协商一致, 公司可选择以现金按退出价格收购该行权 2025 年投资人所持全部公司股份; 同时, 上市公司有权要求该行权 2025 年投资人将其收到的现金对价(扣除其因转让产生的税款后)用于以市场价格认购上市公司新发行股份。为保障交付流程安全: (x) 该现金在收购行权 2025 年投资人的股权与认购上市公司新发行股份的过渡期间应由信誉良好的银行担任第三方托管; (y) 就 6.5(b)(ii)条安排发生的所有合理费用及开支(不含税费), 包括托管费用, 均由公司承担。

(such transaction described in sub-section (i) or (ii) above, a "Dual Listing Exit Transaction"); provided, that the Company shall promptly provide each other Class 2025 Investor and each Class 2024 Investor with a copy of the Dual Listing Exit Notice, and such other Class 2025 Investor and each Class 2024 Investor shall have the right to participate in the Dual Listing Exit Transaction alongside the Exercising Class 2025 Investor at the same Exit Price and on substantially equal non-price terms (other than terms

Company at Market Price; provided that (x) the cash shall be deposited into and held by a reputable bank as escrow agent between the acquisition of the Exercising Class 2025 Investor's Shares and the subscription for new shares issued by the Listed Company, and (y) any reasonable costs and expenses (excluding Taxes) incurred in connection with this Section 6.5(b)(ii) (including but not limited to the fees of the escrow agent) shall be borne by the Company,

(ii) 经公司与相关 2025 年类投资者协商一致, 公司可选择以现金按退出价格收购该行权 2025 年类投资者所持全部公司股份, 同时要求该行权 2025 年类投资者将其收到的现金对价(扣除因该次出售产生的应缴税款后)用于以市场价格认购上市公司新发行的股份; 但需明确: (x) 该笔现金在收购行权 2025 年类投资者股份与认购上市公司新发行股份的过渡期间, 应由信誉良好的银行担任第三方托管; (y) 与本条第 (b) 款第 (ii) 项相关的所有合理费用及开支(不含税费), 包括但不限于托管费用, 均由公司承担。

(such transaction described in sub-section (i) or (ii) above, a "Dual Listing Exit Transaction"); provided, that the Company shall promptly provide each other Class 2025 Investor and each Class 2024 Investor with a copy of the Dual Listing Exit Notice, and each of such other Class 2025 Investor and Class 2024 Investor shall have the right to participate in the Dual Listing Exit Transaction alongside the Exercising Class 2025 Investor at the same Exit Price and on substantially equal non-price terms (other than terms expressly given in this Section 6.5 only

expressly given in this Section 6.5 only to a subset of the Investors including Section 6.5(c) and Section 6.5(f) by delivering to the Company, within ten (10) days after the date of receipt of that copy of the Dual Listing Exit Notice, a written notice stating its decision to so participate; provided further, that the Dual Listing Exit Notice shall automatically lapse and be disregarded if and when the Exit Notice Condition ceases to remain satisfied at any time prior to the closing of the Dual Listing Exit Transaction. For the avoidance of doubt, if neither a Dual Listing Exit Transaction nor another QIPO has occurred in respect of an Investor, such Investor shall continue to be entitled to the redemption right on the terms and subject to the conditions set forth in the first paragraph and subsection (a) of Section 7.1.

前述第(i)或第(ii)项所述任一交易，均构成本协议项下的“双重上市退出交易”。公司应在收到双重上市退出通知后，及时向所有其他 2025 年投资人以及所有 2024 年投资人发送该通知的副本；而所有其他 2025 年投资人以及 2024 年投资人有权在收到通知副本之日起十（10）日内向公司提交书面通知，表示其选择以与行权 2025 年投资人相同的退出价格共同参与该双重上市退出交易，参与时的退出价格应一致，且非价格条款应基本相同（但明确仅授予部分投资人的条款除外，例如本第 6.5 条中的第 6.5(c) 和第 6.5(f) 条）。但如在该双重上市退出交易完成之前的任何时间，退出通知条件不再成立，则该双重上市退出通知应自动失效并不予执行。为免

to a subset of the Investors including Section 6.5(c) and Section 6.5(f) by delivering to the Company, within ten (10) days after the date of receipt of that copy of the Dual Listing Exit Notice, a written notice stating its decision to so participate; provided further, that a Dual Listing Exit Notice shall automatically lapse and be disregarded if and when the Exit Notice Condition ceases to remain satisfied at any time prior to the closing of the Dual Listing Exit Transaction (without prejudice to the right of each Class 2025 Investor to deliver another Dual Listing Exit Notice in accordance with Section 6.5(a) upon satisfaction of the Exit Notice Condition and prior to the Exit Notice Delivery End Date). For the avoidance of doubt, (x) in the event where there are more than one Investor who elected to effect or participate in a Dual Listing Exit Transaction, each of such Investors shall be treated equally (i.e., on a pro rata basis based on the number of Shares they hold at such time) for purposes of determining each such Investor's Shares eligible to be exchanged for H shares in furtherance of the applicable Dual Listing Exit Notice (without prejudice to the right of each Class 2025 Investor to deliver another Dual Listing Exit Notice in accordance with Section 6.5(a) upon satisfaction of the Exit Notice Condition and prior to the Exit Notice Delivery End Date), and (y) if neither a Dual Listing Exit Transaction nor another QIPO has occurred in respect of any or all of the Shares held by an Investor, such Investor shall continue to be entitled to the redemption right in respect of any such remaining Shares on the terms and subject to

歧义：若某投资人并未通过双重上市退出交易或其他 QIPO 完成退出，则该投资人仍保留根据本协议第 7.1 条第一段及(a)项规定的条件下的赎回权。

(c) The Company shall use its commercially reasonable efforts to cause the Class 2025 Investors' Shares in the Company to be acquired in the Dual Listing Exit Transaction at an Exit Price that is no lower than the Minimum QIPO Price, subject to the Constitutional Documents of, and Applicable Laws and listing rules applicable to, the Listed Company and the Company. For the avoidance of doubt, in the event the Exit Price is lower than the Minimum QIPO Price despite such commercially reasonable efforts of the Company, the Company shall not be held liable under this Section 6.5(c).

公司应以商业上合理的努力促使 2025 年投资人所持公司股份在双重上市退出交易中的退出价格不低于最低 QIPO 价格，但前提是此类安排须符合上市公司及公司的章程文件、适用法律及适用的上市监管规则。为免疑义，若在公司已尽商业上合理努力的情况下，退出价格仍低于最低 QIPO 价格，则公司无需为此承担第 6.5(c)的责任。

(d) The Fair Market Value shall be determined by a reputable international appraiser jointly appointed by the Listed Company (on the one hand) and the Exercising Class 2025 Investor(s) (on the other hand) (the "Joint Appraiser"). The Listed Company shall nominate suitable candidates for the role of the Joint Appraiser within thirty (30) days after it receives the

the conditions set forth in the first paragraph and subsection (a) of Section 7.1.

上述第 (i) 项或第 (ii) 项所述交易均称为“双重上市退出交易”；公司应在收到双重上市退出通知后，立即向所有其他 2025 年类投资者及所有 2024 年类投资者发送该通知副本，该等其他 2025 年类投资者及 2024 年类投资者均有权在收到副本之日起十（10）日内，向公司提交书面通知，表明其选择以与行权 2025 年类投资者相同的退出价格及基本相同的非价格条款（但明确仅授予部分投资者的条款除外，包括本条第 (c) 款及第 (f) 款）参与该双重上市退出交易；进一步明确，若在双重上市退出交易完成前的任何时间，退出通知条件不再满足，则该双重上市退出通知自动失效并不予执行（但不影响各 2025 年类投资者在退出通知条件再次满足且退出通知交付截止日前，根据本条第 (a) 款再次发出双重上市退出通知的权利）。为避免疑义：

(x) 若有多名投资者选择发起或参与双重上市退出交易，在确定每位投资者可兑换为 H 股的股份数量时，应按其当时所持股份数量比例平等对待（但不影响各 2025 年类投资者在退出通知条件再次满足且退出通知交付截止日前，根据本条第 (a) 款再次发出双重上市退出通知的权利）；(y) 若某投资者所持全部或部分股份未通过双重上市退出交易或其他合格首次公开发行完成退出，则该投资者仍有权就该等剩余股份，按照第 7.1 条第一段及第 (a) 款规定的条款和条件行使赎回权。

(c) The Company shall use its commercially reasonable efforts to cause the Shares of the Class 2025 Investors in the Company to be acquired in the Dual Listing Exit

Dual Listing Exercise Notice. As soon as the appointment of the Joint Appraiser has been confirmed by the Listed Company and the Exercising Class 2025 Investor(s), the Company shall provide all documents, information and reasonable access to personnel as the Joint Appraiser deems necessary for the purposes of their determination of Fair Market Value. The Listed Company and the Exercising Class 2025 Investor(s) shall procure the Joint Appraiser to determine the Fair Market Value within thirty (30) days after the appointment of the Joint Appraiser.

公允市场价值应由一家具有国际信誉的独立评估机构担任，且该机构由上市公司与行权 2025 年投资人共同委任（下称“联合评估机构”）。上市公司应在收到双重上市退出通知之日起三十（30）日内提名拟任联合评估机构的候选名单。在上市公司与行权 2025 年投资人确认委任后，公司应向联合评估机构提供其为作出公允市场价值评估所合理需要的全部资料、信息及人员访问。上市公司及行权 2025 年投资人应共同促使联合评估机构在正式受聘后三十（30）日内完成公允市场价值的确定。

(e) For the avoidance of doubt, if any transaction that is structured similarly to the Dual Listing Exit Transaction is mutually agreed on between the Company, the Listed Company and any Class 2025 Investor prior to the third (3rd) anniversary of Closing, the Company shall have no obligation whatsoever to cause or use any efforts to cause the per-share price in that transaction to be no lower than the Minimum

Transaction at an Exit Price that is no lower than the Minimum QIPO Price, subject to the Constitutional Documents of, and Applicable Laws and listing rules applicable to, the Listed Company and the Company. For the avoidance of doubt, in the event the Exit Price is lower than the Minimum QIPO Price despite such commercially reasonable efforts of the Company, the Company shall not be held liable under this Section 6.5(c).

(c) 公司应以商业上合理的努力，促使 2025 年类投资者所持公司股份在双重上市退出交易中的退出价格不低于最低合格首次公开发行价格，但该等安排需符合上市公司及公司的章程文件、适用法律及适用的上市监管规则。为避免疑义，若公司已尽商业上合理努力，但退出价格仍低于最低合格首次公开发行价格，公司无需就本条第 (c) 款承担责任。

(d) The Fair Market Value shall be determined by a reputable international appraiser jointly appointed by the Listed Company (on the one hand) and the Exercising Class 2025 Investor(s) (on the other hand) (the “Joint Appraiser”). The Listed Company shall nominate suitable candidates for the role of the Joint Appraiser within thirty (30) days after it receives the Dual Listing Exercise Notice. As soon as the appointment of the Joint Appraiser has been confirmed by the Listed Company and the Exercising Class 2025 Investor(s), the Company shall provide all documents, information and reasonable access to personnel as the Joint Appraiser deems necessary for the purposes of their determination of Fair Market Value. The Listed Company and the Exercising Class 2025

QIPO Price.

为避免疑义：若公司、上市公司与任何 2025 年投资人于交割三周年前即自行协商一致以与双重上市退出交易类似的方式安排退出，则此种安排不受本协议关于“退出价格不得低于最低 QIPO 价格”的要求约束，公司无须确保或努力促使该等交易价格达到或高于最低 QIPO 价格。

(f) If the Exit Price is lower than the Minimum QIPO Price, all Class 2025 Investors acting together shall have the right to require that the Listed Company and Management Holdco effect a transaction substantially the same as the Dual Listing Exit Transaction at the same price as that applicable to the Dual Listing Exit Transaction between the Listed Company and the Class 2025 Investors, with the number of Shares to be acquired in such transaction being equal to twenty percent (20%) of the Shares held by Management Holdco as of the day of Closing (“Closing Date”) (such transaction with the Management Holdco, the “Drag Transaction”); provided, that the Management Holdco may, in light of its good-faith judgment of the Company’s business and market conditions, opt to defer the timing of the Drag Transaction for no more than three (3) times but such option to defer shall not exist beyond the fifth anniversary of the Closing Date, it being understood that once a deferred Drag Transaction is subsequently effected, that Drag Transaction will be effected at the then latest Fair Market Value and the then latest

Investor(s) shall procure the Joint Appraiser to determine the Fair Market Value within thirty (30) days after the appointment of the Joint Appraiser.

(d) 公允市场价值应由上市公司与行权 2025 年类投资者共同委任的具有国际信誉的独立评估机构（下称“联合评估机构”）确定。上市公司应在收到双重上市退出通知之日起三十（30）日内，提名联合评估机构候选名单。在上市公司与行权 2025 年类投资者确认委任后，公司应向联合评估机构提供其为确定公允市场价值所合理需要的全部文件、信息及人员访问权限。上市公司及行权 2025 年类投资者应共同促使联合评估机构在正式受聘后三十(30)日内完成公允市场价值的确定。

(e) For the avoidance of doubt, if any transaction that is structured similarly to the Dual Listing Exit Transaction is mutually agreed on between the Company, the Listed Company and any Class 2025 Investor prior to the third (3rd) anniversary of the First Initial Closing, the Company shall have no obligation whatsoever to cause or use any efforts to cause the per-share price in that transaction to be no lower than the Minimum QIPO Price.

(e) 为避免疑义，若公司、上市公司与任何 2025 年类投资者在首次交割满三周年前，已协商一致达成与双重上市退出交易结构类似的交易，则公司无义务确保或努力促使该交易的每股价格不低于最低合格首次公开发行价格。

(f) If the Exit Price is lower than the Minimum QIPO Price, all Class 2025 Investors acting together shall have the right to require that the Listed Company and Management Holdco effect a transaction substantially the

Market Price (rather than the Fair Market Value and the Market Price at the time of deferral).

若双重上市退出交易中确定的退出价格低于最低 QIPO 价格，则 2025 年全体投资人有权共同要求上市公司与管理层控股公司实施一笔与双重上市退出交易实质相同的退出安排，并按与 2025 年投资人适用的相同价格进行。该笔交易中应由上市公司收购的股份数目为：管理层控股公司在交割日所持股份总数的 20%（下称“同步退出交易”）。管理层控股公司可基于其对公司经营状况及市场环境的诚信判断，行使最多三次的延期执行权；但该延期权不应延续至交割日满五周年之后。需要特别说明的是：若同步退出交易被延期后再执行，则该交易应按执行当时的最新公允市场价值，以及最新市场价格进行价格结算，而非按照原延期时点的价格水平确定。

same as the Dual Listing Exit Transaction at the same price as that applicable to the Dual Listing Exit Transaction between the Listed Company and the Class 2025 Investors, with the number of Shares to be acquired in such transaction being equal to twenty percent (20%) of the Shares held by Management Holdco as of the day of the “Initial Closing” under the Share Subscription Agreement (“Closing Date”) (such transaction with the Management Holdco, the “Drag Transaction”); provided, that the Management Holdco may, in light of its good-faith judgment of the Company’s business and market conditions, opt to defer the timing of the Drag Transaction for no more than three (3) times but such option to defer shall not exist beyond the fifth anniversary of the Closing Date, it being understood that once a deferred Drag Transaction is subsequently effected, that Drag Transaction will be effected at the then latest Fair Market Value and the then latest Market Price (rather than the Fair Market Value and the Market Price at the time of deferral).

(f) 若双重上市退出交易确定的退出价格低于最低合格首次公开发行价格，则全体 2025 年类投资者有权共同要求上市公司与管理层控股公司实施一笔与双重上市退出交易实质相同的交易，交易价格与上市公司和 2025 年类投资者之间的双重上市退出交易价格一致，且上市公司应收购的股份数量为管理层控股公司在股份认购协议项下“首次交割”当日所持股份总数的百分之二十（20%）（该笔交易称为“同步退出交易”）；但管理层控股公司可基于其对公司经营状况及市场环

	<p>境的诚信判断，行使最多三次延期执行权，且该延期权不得延续至首次交割日满五周年之后。需明确，若同步退出交易被延期后再执行，则应按执行当时的最新公允价值及最新市场价格确定交易价格，而非按延期时点的价格水平确定。</p>
<p>7.1 Redemption Events</p> <p>7.1 赎回事件 .</p> <p>Subject to Applicable Laws, the Amended Constitution and this Agreement and upon the occurrence of any of the following events (the “Redemption Events”), the Company shall, at the written request (the “Redemption Notice”) of any Investor (the “Redeeming Investor”), repurchase any or all of the Shares held by such Investor (the “Redeeming Shares”) or otherwise effect a reduction of the Company’s issued share capital in respect of the Redeeming Shares, in each case in accordance with Applicable Laws (each a “Redemption”, and “Redeemed” and “Unredeemed” shall be construed accordingly), and make payment of the Redemption Price to the Investor on or prior to the Redemption Payment Date; provided, that any Redemption Notice shall be valid only if sent to all the Redemption Obligors substantially concurrently and only if sent on or prior to (i) in the case of Section 7.1(a), six (6) months after the occurrence of the Redemption Event and (ii) in the case of Section 7.1(b) or (c), the later of (x) three (3) months after the occurrence of the Redemption Event and (y) January 31, 2031:</p>	<p>7.1 Redemption Events.</p> <p>7.1 赎回事件</p> <p>Subject to Applicable Laws, the Amended Constitution and this Agreement and upon the occurrence of any of the following events (the “Redemption Events”), the Company shall, at the written request (the “Redemption Notice”) of any Investor (the “Redeeming Investor”), repurchase any or all of the Shares held by such Investor (the “Redeeming Shares”) or otherwise effect a reduction of the Company’s issued share capital in respect of the Redeeming Shares, in each case in accordance with Applicable Laws (each a “Redemption”, and “Redeemed” and “Unredeemed” shall be construed accordingly), and make payment of the Redemption Price to the Investor on or prior to the Redemption Payment Date; provided, that any Redemption Notice shall be valid only if sent to all the Redemption Obligors substantially concurrently and only if sent on or prior to (i) in the case of Section 7.1(a), six (6) months after the occurrence of the Redemption Event and (ii) in the case of Section 7.1(b) or (c), the later of (x) three (3) months after the occurrence of the Redemption Event and (y) January 31, 2031 (such period, the “Redemption Exercise Period”):</p> <p>在符合适用法律、经修订公司章程及本协议约定的前提</p>

在符合适用法律、《修订后章程》及本协议约定的前提下，如发生本协议项下任一赎回事件，则投资人（“赎回投资人”）有权向公司发出赎回通知，要求公司回购赎回投资人所持的全部或部分股份（“被赎回股份”），或以其他合法方式减少与该等股份相对应的已发行股本，并按适用法律规定完成该等赎回，并于赎回付款日或之前向赎回投资人支付赎回价格。赎回通知须满足以下条件方可生效：(i) 须同时或基本同时送达全部赎回义务方；(ii) 发出时间不得迟于：若属本协议第 7.1(a) 条所述赎回事件，则为事件发生后六（6）个月内；若属本协议第 7.1(b) 或（c）条所述赎回事件，则为下列两者中较晚者：事件发生后三（3）个月内；或 2031 年 1 月 31 日。

(a) if a QIPO (or, if the QIPO takes the form of a Dual Listing Exit Transaction, a QIPO with respect to the Investor) has not been completed by December 31, 2030; provided, that if a Public Offering has occurred by December 31, 2030 and that Public Offering would have constituted a QIPO had its per-share price been no lower than the Minimum QIPO Price, no Redemption Event pursuant to this Section 7.1(a) shall be deemed to have occurred; provided further, that if the IPO Initiation Date takes place prior to December 31, 2030, no Redemption Event pursuant to this Section 7.1(a) shall be deemed to have occurred until the later of (x) December 31, 2030 and (y) the IPO End Date;

若截至 2030 年 12 月 31 日，公司仍未完成

下，若发生以下任一事件（下称“赎回事件”），公司应根据任何投资者（下称“赎回投资者”）的书面要求（下称“赎回通知”），按照适用法律规定回购该投资者所持有的全部或部分股份（下称“被赎回股份”），或以其他合法方式减少与该等被赎回股份相对应的已发行股本（前述行为统称“赎回”，“已赎回”及“未赎回”应据此解释），并于赎回付款日或之前向该投资者支付赎回价格；但需明确，赎回通知须满足以下条件方可生效：(i) 须同时或基本同时送达所有赎回义务方；(ii) 发出时间不得迟于：若属本条第 (a) 款所述赎回事件，则为该事件发生后六（6）个月内；若属本条第 (b) 款或第 (c) 款所述赎回事件，则为下列两者中较晚者：该事件发生后三（3）个月内；或 2031 年 1 月 31 日（该期间下称“赎回行使期”）：

(a) if a QIPO (or, if the QIPO takes the form of a Dual Listing Exit Transaction, a QIPO with respect to the Investor) has not been completed by December 31, 2030; provided, that if a Public Offering has occurred by December 31, 2030 and that Public Offering would have constituted a QIPO had its per-share price been no lower than the Minimum QIPO Price, no Redemption Event pursuant to this Section 7.1(a) shall be deemed to have occurred; provided further, that if the IPO Initiation Date in respect of a Public Offering takes place prior to December 31, 2030, no Redemption Event pursuant to this Section 7.1(a) shall be deemed to have occurred until the later of (x) December 31, 2030 and (y) the IPO End Date; and provided further, that if the IPO Initiation Date in respect of a Dual Listing Exit Transaction takes place at

QIPO (如 QIPO 以双重上市退出交易方式进行, 则应以针对该投资人的退出交易完成为准), 则投资人有权要求赎回。但 7.1(a)项下列情形不构成赎回事件: 若在 2030 年 12 月 31 日前已完成一次公开发行, 且该公开发行在每股发行价不低于最低 QIPO 价格的情况下本可构成 QIPO; 或若 IPO 启动日在 2030 年 12 月 31 日之前发生, 则本项下赎回权的触发时间顺延至以下两者中较晚者: (1) 2030 年 12 月 31 日; (2) IPO 结束日。

(b) any Company Party shall have committed a material breach of any terms of the Transaction Documents, and such material breach shall have failed to be cured within ninety (90) days after being demanded in writing by the Majority Investor Shareholders to cure such material breach, and such material breach shall have resulted in a Material Adverse Effect; or

若任何公司方严重违反交易文件中的任何条款, 且在多数投资人股东书面要求其补救后 90 日内未予以纠正, 并且该等违约已对公司或集团产生重大不利影响, 投资人有权行使赎回权。

(c) if, due to change of Applicable Laws or regulatory policies or regulatory decision or any dispute among the shareholders of the Listed Company, the Company is forced to terminate the expanding plan for its overseas business, resulting in a Material Adverse Effect and a significant reduction in the valuation of the Company and the Shares held by such Investor, and the Company cannot develop a

any time between the third (3rd) anniversary of the Initial Closing and the Exit Notice Delivery End Date (which IPO Initiation Date for the avoidance of doubt may take place during the 60-day window immediately after the IPO End Date in respect of a Public Offering), a Redemption Event pursuant to this Section 7.1(a) with respect to any Relevant Investor shall be deemed to have occurred on later of (x) December 31, 2030 and (y) the IPO End Date (which for the avoidance of doubt may be prior to, on or after December 31, 2030) with respect to such Dual Listing Exit Transaction and such Relevant Investor;

(a) 截至 2030 年 12 月 31 日, 公司仍未完成合格首次公开发行(若合格首次公开发行以双重上市退出交易形式进行, 则指针对该投资者的合格首次公开发行); 但以下情形不构成本条第 (a) 款所述赎回事件: 若在 2030 年 12 月 31 日前已完成一次公开发行, 且该公开发行在每股发行价不低于最低合格首次公开发行价格的情况下本可构成合格首次公开发行; 进一步明确, 若某一公开发行的首次公开发行启动日在 2030 年 12 月 31 日之前发生, 则本条第 (a) 款所述赎回事件的触发时间顺延至以下两者中较晚者: (x) 2030 年 12 月 31 日; (y) 该公开发行的首次公开发行结束日; 再进一步明确, 若某一双重上市退出交易的首次公开发行启动日发生在首次交割满三周年起至退出通知交付截止日期间(为避免疑义, 该首次公开发行启动日可发生在某一公开发行的首次公开发行结束日后紧接着的 60 天窗口期内), 则针对任何相关投资者的本条第 (a) 款所述赎回事件, 其触发时间为以下两者中较晚者: (x)

<p>feasible recovery plan in a reasonable period.</p> <p>若由于适用法律、监管政策或监管决定变动，或上市公司股东之间发生争议，导致公司被迫终止海外业务扩张计划，并由此产生重大不利影响、使公司及投资人所持股份的估值显著下降，且公司未能在合理期限内制定可行的恢复方案，则投资人有权要求赎回。</p>	<p>2030 年 12 月 31 日；(y) 该双重上市退出交易的首次公开发行结束日（为避免疑义，该日期可早于、等于或晚于 2030 年 12 月 31 日）；</p> <p>(b) any Company Party shall have committed a material breach of any terms of the Transaction Documents, and such material breach shall have failed to be cured within ninety (90) days after being demanded in writing by the Majority Investor Shareholders to cure such material breach, and such material breach shall have resulted in a Material Adverse Effect; or</p> <p>(b) 任何公司方严重违反交易文件中的任何条款，且在多数投资者股东书面要求其补救后九十（90）日内未予以纠正，同时该等违约已对公司或集团产生重大不利影响；或</p> <p>(c) if, due to change of Applicable Laws or regulatory policies or regulatory decision or any dispute among the shareholders of the Listed Company, the Company is forced to terminate the expanding plan for its overseas business, resulting in a Material Adverse Effect and a significant reduction in the valuation of the Company and the Shares held by such Investor, and the Company cannot develop a feasible recovery plan in a reasonable period.</p> <p>(c) 由于适用法律、监管政策或监管决定发生变动，或上市公司股东之间发生争议，导致公司被迫终止海外业务扩张计划，并由此产生重大不利影响、使公司及该投资者所持股份的估值显著下降，且公司未能在合理期限内制定可行的恢复方案。</p>
<p>7.4 Redemption Obligor</p> <p>7.4 赎回义务方及责任顺序。</p>	<p>7.4 Redemption Obligor.</p> <p>7.4 赎回义务方</p>

Subject to Applicable Laws, the “Redemption Obligor” shall mean each of the Company, Suzhou TeraHop or the Listed Company, who shall be liable to pay the Redemption Price to the Redeeming Investor, only in the following sequence:

在符合适用法律的前提下，“赎回义务方”指公司、苏州智达泰跃或上市公司，其向赎回投资人支付赎回价格的责任按以下顺序承担：

(a) the primary Redemption Obligor shall be the Company only;

公司为首要赎回义务方，负责首先履行赎回付款义务；

(b) if and only if the Company fails to pay the Redemption Price within sixty (60) Business Days after the date of the Redemption Notice (not subject to foreign exchange related PRC regulatory clearance unless required by Applicable Laws in force as of that time), Suzhou TeraHop shall become a Redemption Obligor; and

仅当公司自赎回通知发出之日起 60 个工作日内未能履行付款义务（除非当时适用法律另有强制外汇要求，否则不以外汇审批为条件），则苏州智达泰跃自动成为第二顺位赎回义务方并承担支付责任。

(c) if and only if Suzhou TeraHop fails to pay the Redemption Price within ninety (90) Business Days after the date of the Redemption Notice (subject to foreign exchange related PRC regulatory clearance),

The “Redemption Obligor” shall mean each of the Company, Suzhou TeraHop or the Listed Company, who shall be liable to pay the Redemption Price to the Redeeming Investor, only in the following sequence:

“赎回义务方”指公司、苏州智达泰跃科技有限公司及上市公司，其向赎回投资者支付赎回价格的责任按以下顺序承担：

(a) the primary Redemption Obligor shall be the Company only;

(a) 首要赎回义务方仅为公司；

(b) if and only if the Company fails to pay the Redemption Price within sixty (60) Business Days after the date of the Redemption Notice (subject to Applicable Laws, but not subject to foreign exchange related PRC regulatory clearance unless required by Applicable Laws in force as of that time), Suzhou TeraHop shall become a Redemption Obligor; and

(b) 仅当公司自赎回通知发出之日起六十（60）个营业日内未能支付赎回价格（需遵守适用法律，但除非当时有效的适用法律另有要求，否则不以取得中国外汇相关监管审批为前提），苏州智达泰跃科技有限公司方才成为赎回义务方；且

(c) if and only if Suzhou TeraHop fails to pay the Redemption Price within ninety (90) Business Days after the date of the Redemption Notice (subject to foreign exchange related PRC regulatory clearance), the Listed Company shall become a Redemption Obligor and shall be obligated to pay the Redemption Price within one hundred and twenty (120) Business Days after the date of

the Listed Company shall become a Redemption Obligor and shall be obligated to pay the Redemption Price within one hundred and twenty (120) Business Days after the date of the Redemption Notice (which for the avoidance of doubt is not subject to foreign exchange related PRC regulatory clearance).

如苏州智达泰跃未能在赎回通知发出之日起 90 个工作日内支付赎回价格（该期限可在外汇监管要求下合理顺延），则上市公司将自动成为第三顺位赎回义务方，并应在赎回通知发出之日起 120 个工作日内履行赎回付款义务。为避免歧义：上市公司履行该赎回付款义务无需以境内外汇审批完成为前提条件。

the Redemption Notice (which for the avoidance of doubt is not subject to foreign exchange related PRC regulatory clearance).

(c) 仅当苏州智达泰跃科技有限公司自赎回通知发出之日起九十（90）个营业日内未能支付赎回价格（需遵守中国外汇相关监管审批要求），上市公司方才成为赎回义务方，并应在赎回通知发出之日起一百二十（120）个营业日内支付赎回价格（为避免疑义，该支付义务不以取得中国外汇相关监管审批为前提）。

Notwithstanding anything to the contrary in Section 7.1, Section 7.3, Sections 7.4(a), (b) and (c) or Section 10.1, if any Redeeming Investor duly delivers a Redemption Notice to the Redemption Obligor within the Redemption Exercise Period and otherwise in compliance with the proviso in the first sentence of Section 7.1 and the first sentence of Section 7.3(a) and no Redemption Obligor has paid the Redemption Price in full to such Redeeming Investor within one hundred and twenty (120) Business Days after the date of such Redemption Notice, the Listed Company shall, as primary obligor, automatically become unconditionally, irrevocably, and immediately liable for the obligation to pay the full amount of the unpaid Redemption Price to the Redeeming Investor, and the Redeeming Investor shall thereby be entitled to recover the entire outstanding sums from the Listed Company.

尽管第 7.1 条、第 7.3 条、第 7.4 条第 (a)、(b)、(c) 款或第 10.1 条有任何相反规定，若赎回投资者在赎回行使期内妥为向赎回义务方送达赎回通知，且该送达行为符合第 7.1 条第一句但书及第 7.3 条第 (a) 款第

	<p>一句的要求,而所有赎回义务方均未在该赎回通知发出之日起一百二十(120)个营业日内向该赎回投资者足额支付赎回价格,则上市公司应自动成为首要义务方,无条件、不可撤销且立即承担向该赎回投资者支付全部未付赎回价格的义务,赎回投资者有权就此未付款项全额向上市公司追偿。</p>
<p>10.9 Management Warrants</p> <p>10.9 管理层认股权证。</p> <p>It is hereby acknowledged and agreed that the Company will have the right to issue, without further approval, to certain members of the Company's management team warrants exercisable for Ordinary Shares; provided that (i) the per-share exercise price of each such warrant will be equal to the per-share price pursuant to which each Class 2025 Investor subscribed for Ordinary Shares under the Share Subscription Agreement, (ii) the exercise of the warrants will be conditioned on a QIPO, and (iii) such warrants will account for five percent (5%) of the issued and outstanding Shares upon the final Closing under the Share Subscription Agreement on a fully diluted basis.</p> <p>各方确认并同意,公司有权在无需另行批准的情况下,向公司管理团队特定成员发行可行权的普通股认股权证,但须符合以下条件:(i) 每份认股权证的每股行权价应等同于《股份认购协议》项下2025年投资人认购普通股的每股认购价格;(ii) 认股权证的行权应以合格首次公开发行(QIPO)为前提条件;(iii) 该等认股权证的总量应占《股份认购协议》项下最终交割后、全面稀释基础上公司已发行股份总</p>	<p>本条删除</p>

<p>数的百分之五（5%）。</p>	
<p>13.1 Effective Date; Termination</p> <p>13.1 生效与终止日期.</p> <p>This Agreement shall take effect upon the execution hereof by all of the Parties at the Closing. This Agreement shall terminate (a) with respect to all Parties, upon the mutual agreement in writing by all the Parties to terminate this Agreement, and (b) solely with respect to a Shareholder, upon such Shareholder ceasing to own any Shares. In addition, subject to Section 13.2 below, this Agreement shall terminate with respect to any Party upon the completion of a QIPO (or, if the QIPO takes the form of a Dual Listing Exit Transaction, a QIPO with respect to such Party); provided that if any provision of this Agreement (including Section 7 (Redemption)) is required by Applicable Law to be suspended on or around the IPO Initiation Date, then upon written notice by the Company such provisions (which shall not include Section 2.2(b) as it relates to Exhibit C, Part 4) shall be automatically suspended on the IPO Initiation Date and then (x) shall terminate with respect to such Party upon the consummation of such QIPO (or, if the QIPO takes the form of a Dual Listing Exit Transaction, a QIPO with respect to such Party) or (y) shall again become in full force and effect upon the IPO End Date.</p> <p>13.1 本协议自各方在交割时签署后立即生效。本协议在以下情形下终止：(a) 全体各方书面一致同意终</p>	<p>13.1 Effective Date; Termination</p> <p>13.1 生效与终止日期.</p> <p>This Agreement shall take effect upon the execution hereof by all of the Parties at the “Initial Closing” under the Share Subscription Agreement. This Agreement shall terminate (a) with respect to all Parties, upon the mutual agreement in writing by all the Parties to terminate this Agreement, and (b) solely with respect to a Shareholder, upon such Shareholder ceasing to own any Shares. In addition, subject to Section 13.2 below, this Agreement shall terminate with respect to any Party upon the completion of a QIPO (or, if the QIPO takes the form of a Dual Listing Exit Transaction, a QIPO with respect to such Party); provided that if any provision of this Agreement (including Section 7 (Redemption)) is required by Applicable Law to be suspended on or around the IPO Initiation Date, then upon written notice by the Company such provisions (which shall not include Section 2.2(b) as it relates to Exhibit C, Part 4) shall be automatically suspended on the IPO Initiation Date and then (x) shall terminate with respect to such Party upon the consummation of such QIPO (or, if the QIPO takes the form of a Dual Listing Exit Transaction, a QIPO with respect to such Party) or (y) shall again become in full force and effect upon the IPO End Date.</p> <p>13.1 本协议自各方在股权认购协议中的首次交割时签署后立即生效。本协议在以下情形下终止：(a) 全体各方书面一致同意终止本协议时，本协议对所有各方终</p>

<p>止本协议时，本协议对所有各方终止；(b) 就某一股东而言，当该股东不再持有任何股份时，本协议对其终止。此外，依据下述第 13.2 条的规定，本协议将在完成合格首次公开发行(QIPO)(如该 QIPO 以双重上市退出交易的形式进行，则系指与该方相关的 QIPO)后，对相关一方终止；但若根据适用法律，在首次公开发行启动日前后需要暂停执行本协议的任何条款（包括第 7 节“赎回”），则公司可通过书面通知使该等条款（但不包括与附件 C 第四部分相关的第 2.2(b)条款）自首次公开发行启动日起自动暂停执行，并且：(x) 于该 QIPO（或以双重上市退出交易形式的相关 QIPO）完成时，对该方正式终止；或 (y) 于首次公开发行结束日恢复全部效力。</p>	<p>止；(b) 就某一股东而言，当该股东不再持有任何股份时，本协议对其终止。此外，依据下述第 13.2 条的规定，本协议将在完成合格首次公开发行（QIPO）（如该 QIPO 以双重上市退出交易的形式进行，则系指与该方相关的 QIPO）后，对相关一方终止；但若根据适用法律，在首次公开发行启动日前后需要暂停执行本协议的任何条款（包括第 7 节“赎回”），则公司可通过书面通知使该等条款（但不包括与附件 C 第四部分相关的第 2.2(b)条款）自首次公开发行启动日起自动暂停执行，并且：(x) 于该 QIPO（或以双重上市退出交易形式的相关 QIPO）完成时，对该方正式终止；或 (y) 于首次公开发行结束日恢复全部效力。</p>
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四、本次调整的目的及对公司的影响

鉴于 VINCREST 和 INFIEVO 对 TeraHop 的增资需要取得对外直接投资(ODI)批准，目前 VINCREST 和 INFIEVO 的 ODI 额度已经部分审批完成，公司将交割模式调整成为分步交割，先就已经审批完成的额度进行第一步交割，同时新股东 Platinum Orchid、Daxue、True Light 同比例进行交割；待 VINCREST 和 INFIEVO 的剩余额度审批完成后，各股东再进行第二步交割，具备合理性和必要性。

本次增资方案调整后，增资各方出资金额、认购股数及出资比例与原交割方案一致，且分步交割安排可加快推进 TeraHop 增资交易的进展，不存在损害公司及股东尤其是中小股东利益的情形。

五、存在的风险

1、本协议的生效需经交易各方履行完毕内部审批程序（包括不限于各方董事会或股东会审议通过），以及履行境外投资审批程序，该投资事项存在未通过内部审议或外部审批程序而终止实施的风险。

2、本次交易公司全资孙公司 VINCREST HOLDINGS PTE. LTD，以及管理层持股平台 INFIEVO HOLDING PTE. LTD.均以自有资金出资，目前尚有部分 ODI 额度

未审批完成，存在因资金筹措或外部审批等因素导致的出资周期延长或终止后续交割的风险，最终股权结构以实际交割为准。

公司将密切关注控股孙公司本次增资的进展情况，并及时履行信息披露义务，敬请广大投资者注意投资风险。

六、独立董事意见

公司控股孙公司本次增资方案调整可加快增资进展，且调整后增资各方出资金额、认购股数及出资比例与原交割方案一致，符合《公司法》《深圳证券交易所创业板股票上市规则》及《公司章程》等相关法律、法规的规定，不存在损害公司和股东利益的行为，不会对公司独立性产生影响。

七、备查文件

- 1、中际旭创第五届董事会第三十次会议决议；
- 2、交易各方拟签署的协议文件。

特此公告

中际旭创股份有限公司董事会

2026年3月31日