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**ASIFMA Riders for Engagement Letters and Transaction Documents
in relation to Overseas Offering and Listing by Domestic Issuers Following the Introduction of the CSRC Filing Rules**

1. **Background**

The China Securities Regulatory Commission (the “**CSRC**”) published the *Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies* (境内企业境外发行证券和上市管理试行办法) and five supporting guidelines on 17 February 2023 (the “**CSRC Filing Rules**”), which regulate and establish a filing regime for overseas securities offering and listing activities, either in direct or indirect form, by domestic companies. On 24 February 2023, the CSRC further published the *Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies* (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) and its revision notes (the **"CSRC** **Archive Rules**"), which set out, among others, requirements for preserving state secrets and matters concerning national security in the course of overseas offering and listing of domestic companies.

The CSRC Filing Rules and the CSRC Archive Rules take effect from 31 March 2023.

This document (this "**Template**") sets out certain suggested amendments to be made to (i) engagement letters in relation to overseas offering and listing by domestic issuers (the "**ECM Offering Engagement Letters**"); and (ii) underwriting or placing agreements for overseas offering and listing by domestic issuers (the "**ECM Offering Transaction Documents**"). English translation of certain provisions of the CSRC Filing Rules and the CSRC Archive Rules stated in this Template is for reference only, and the official Chinese version of the CSRC Filing Rules and the CSRC Archive Rules shall prevail in case of any inconsistency. Please refer to full text of the CSRC Filing Rules[[1]](#footnote-1) and the CSRC Archive Rules[[2]](#footnote-2) for further details.

This Template is subject to further updates upon discussions among ASIFMA and its member firms and/or any interpretative guidance and practice notes to be issued by the CSRC or other relevant regulators in connection with the CSRC Filing Rules and/or the CSRC Archive Rules.

1. **Proposed Riders for ECM Offering Engagement Letters**

| **No.** | **Requirements pursuant to the CSRC Filing Rules and/or the CSRC Archive Rules**  | **Rule Reference** | **Sample Clause[[3]](#footnote-3)** |
| --- | --- | --- | --- |
|  | **Definitions[[4]](#footnote-4)** |  | **Definitions****定义**["**Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission;][[5]](#footnote-5)[“**操守准则**”指《证券及期货事务监察委员会持牌人或注册人操守准则》；]"**CSRC**" means the China Securities Regulatory Commission;“**中国证监会**”指中国证券监督管理委员会；"**CSRC Archive Rules**" means the *Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies* (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;“**中国证监会档案规则**”指由中国证监会、中国财政部、国家保密局及国家档案局发布的于2023年3月31日生效的《关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定》，及其不时的修订、补充或修改；"**CSRC Filing Rules**" means the *Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies* (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;“**中国证监会备案规则**”指中国证监会发布的于2023年3月31日生效的《境内企业境外发行证券和上市管理试行办法》和配套指引，及其不时的修订、补充或修改的；"**CSRC Filing Report**" means the filing report of the Company in relation to the [Offering], including any amendments, supplements and/or modifications thereof, to be submitted to the CSRC pursuant to Article 13 of the CSRC Filing Rules;“**中国证监会备案报告**”指公司根据中国证监会备案规则第13条向中国证监会报送的有关[发行]的备案报告，包括其任何修订、补充和/或修改；"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the [Offering] pursuant to the CSRC Filing Rules and other applicable laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);“**中国证监会备案材料**”指根据中国证监会备案规则和其他适用的法律、法规和中国证监会的要求，以书面、口头或任何形式向中国证监会作出或将作出与[发行]相关的任何及所有信函、备案、通信、函件、文件、答复、承诺和呈文，包括其任何修订、补充和/或修改（包括但不限于中国证监会备案报告）；"**CSRC Rules**" means the CSRC Filing Rules and the CSRC Archive Rules;“**中国证监会规则**”指中国证监会备案规则和中国证监会档案规则；"**Listing Rules**" means [*To specify the applicable Listing Rules of the [Offering], e.g. the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited*]; “**上市规则**”指[*请指明[发行]适用的上市规则，例如《香港联合交易所有限公司证券上市规则》*]；["**[*Name of Securities Regulator*]**" means [*To specify the applicable securities regulator(s) in the jurisdiction in which the [Offering] takes place, e.g. the Securities and Futures Commission of Hong Kong, the Securities and Exchange Commission of the United States*;]5[“[***证券监管机构名称***]”指[*请指明[发行]所在地的适用证券监管机构，例如香港证券及期货事务监察委员会、美国证券交易委员会；*]"[**Stock Exchange**]" means [*To specify the relevant stock exchange where the overseas offering and listing takes place, e.g. The Stock Exchange of Hong Kong Limited*];“[**证券交易所**]”指[*请指明进行境外发行上市的相关证券交易所，例如香港联合交易所有限公司*]；“[**Offering]**[[6]](#footnote-6)” means the proposed [global offering and listing] of [equity securities] [*[in the case of SPAC listings]* and/or warrants] of the Company (or an entity to be designated by the Company) on the [*To specify the defined term of the stock exchange*]; “[**发行**]”指公司（或公司指定的实体）拟在[*请指明证券交易所*]进行的[股本证券][*[如为SPAC上市]*和/或权证][全球发售和上市]； |
|  | **Obligation to provide information and assistance** Initial public offerings or listings by a domestic company in an overseas market shall be filed with the CSRC within 3 working days after the relevant application is submitted in the overseas market. Subsequent securities offerings of the domestic company is the same overseas market where it has previously offered and listed securities shall be filed with the CSRC within 3 working days after the offering is completed.If a domestic company listed on an overseas market subsequently offers and lists its securities on another overseas market, such subsequent overseas offering and listing shall be filed with the CSRC within 3 working days after the relevant application is submitted in the overseas market. Securities companies, securities service providers and practitioners engaged in overseas offering and listing by domestic companies shall abide by the applicable laws, administrative regulations and relevant state rules, observe industry-accepted professional standards, and fulfill statutory duties to ensure the truthfulness, accuracy and completeness of the documents that they produce and issue. Securities companies, securities service providers and practitioners engaged in overseas offering and listing by domestic companies shall not, in the document they produce and issue, make any comments in a manner that misrepresents or disparages laws and policies, business environment and judicial situation, etc. of Mainland China.  | Articles 12 and 16 of the CSRC Filing RulesGuideline No.2 to the CSRC Filing Rules  | **Obligation to provide information and assistance** **信息提供及配合义务** The Company further acknowledges and agrees that it, and its directors, shall promptly provide us with all materials, information and assistance which we request from time to time with a view to meeting our obligations and responsibilities under applicable laws, regulations and other regulatory requirements (including, without limitation, the CSRC Rules), including but not limited to:[[7]](#footnote-7)公司进一步确认及同意，公司和其董事将及时向我们提供我们不时要求的所有资料、信息和协助，以履行我们在适用法律、法规和其他监管要求（包括但不限于中国证监会规则）项下的义务和责任，包括但不限于：1. fully assisting us to perform all due diligence work, verification, examination and investigation in respect of the CSRC Filings which we deem appropriate;

全力协助我们就中国证监会备案材料进行我们认为适当的所有尽职调查工作、核实、审查和调查；1. procuring its substantial shareholders, associates, directors, officers, employees, and all relevant parties engaged by the Company in connection with the listing application (including, without limitation, financial advisers, experts and other third parties) to cooperate fully with us to facilitate the performance of our obligations and responsibilities under the CSRC Rules;

促使其主要股东、联系人、董事、高管、雇员以及公司因上市申请而聘用的所有相关方（包括但不限于财务顾问、专家和其他第三方）充分配合我们，以便于我们履行中国证监会规则项下的义务和责任；1. giving us all assistance to meet our obligations and responsibilities under the CSRC Rules (including, without limitation, our record-keeping obligations) and to provide information and assistance to the CSRC and other relevant regulators (where necessary); and

向我们就我们履行中国证监会规则项下的义务和责任（包括但不限于我们的记录留存义务）及向中国证监会和其他相关监管机构提供信息和协助（如需）提供所有协助；以及1. keeping us informed of any material change to information previously provided to us in connection with the CSRC Filings as soon as it becomes known to the Company or any of its directors, officers and employees, and providing all necessary assistance to enable us to inform the CSRC of any such material event (if so required by the CSRC Rules).

一旦公司或其任何董事、高管和雇员知悉先前向我们提供的与中国证监会备案材料相关的信息发生任何重大变化，将及时通知我们，并提供一切必要的协助，使得我们能够将该等重大事件通知中国证监会（如中国证监会规则存在该等要求）。 |
|  | **Accuracy and Adequate of Information**Securities companies, securities service providers and practitioners engaged in overseas offering and listing by domestic companies shall abide by the applicable laws, administrative regulations and relevant state rules, observe industry-accepted professional standards, and fulfill statutory duties to ensure the truthfulness, accuracy and completeness of the documents that they produce and issue. Securities companies, securities service providers and practitioners engaged in overseas offering and listing by domestic companies shall not, in the document they produce and issue, make any comments in a manner that misrepresents or disparages laws and policies, business environment and judicial situation, etc. of Mainland China. A domestic company that seeks to offer and list securities in overseas markets shall fulfill the filing procedure with the CSRC according to the requirements of the CSRC Filing Rules, submit relevant materials (which include a filing report and a legal opinion), and provide truthful, accurate and complete details including information on its shareholders. Filing documents for overseas offering and listing by domestic companies shall be truthful, accurate and complete, and shall not contain any misrepresentation, misleading statement or material omission. The domestic company and its controlling shareholders, controllers, directors, supervisors, and senior executives shall fulfill their disclosure obligations under the applicable laws and regulations and shall undertake due diligence in ensuring the truthfulness, accuracy and completeness of the filing documents and practice with integrity. Securities companies and law firms should make thorough examination and verification of the filing documents made by the domestic companies, and ensure none of the circumstances specified in Article 20 of the CSRC Filing Rules occurs.  | Articles 12, 13 and 20 of the CSRC Filing RulesGuideline No.2 to the CSRC Filing Rules  | **Accuracy and Adequate of Information****信息的准确性和充分性**The Company acknowledges and undertakes that in connection with the CSRC Filings for the [Offering] made or to be made to the CSRC, the Company and its [controlling shareholders and controllers,] directors[, supervisors] and officers shall:6公司确认及承诺，就已经或将要向中国证监会提交与[发行]相关的中国证监会备案材料，公司和其[控股股东和控制人]、董事[、监事]和高管须：1. comply with all the requirements under the CSRC Filing Rules in the preparation and submission of the CSRC Filings;

在准备和提交中国证监会备案材料时遵守中国证监会备案规则的所有要求；1. ensure that all information and statements included in the CSRC Filings (including the CSRC Filing Report) are and will be true, accurate and complete and not misleading, and no material information or facts are or will be omitted or withheld therefrom;

确保中国证监会备案材料（包括中国证监会备案报告）中的所有信息和陈述在现时及未来均为真实、准确、完整且不具误导性的，且不存在任何重大信息或事实的遗漏或隐瞒； 1. ensure that (i) there are not and will not be any conflicting, inconsistent or materially different descriptions of facts contained in the CSRC Filings, (ii) the CSRC Filings contain and will contain detailed analysis on the fulfillment of Article 15 of the CSRC Filing Rules and descriptions of all material events as required to be reported pursuant to the CSRC Filing Rules or other applicable laws, regulations and rules, and (iii) the prospectus, listing document, CSRC Filings, and all other documents filed with the CSRC or issued by or on behalf of the Company in connection with the [Offering] do not and will not contain any statement or commentary that in any manner misrepresents or disparages laws, policies, business environment and judicial system of Mainland China;

确保(i)中国证监会备案材料在现时和未来均不包含相互矛盾或不一致或存在重大差异的事实描述，(ii)中国证监会备案材料在现时及未来均包含对于满足中国证监会备案规则第十五条规定的详细分析，以及中国证监会备案规则或其他适用法律要求报告的所有重大事项的说明，且(iii)向中国证监会提交或者由公司发布或代表公司发布的招股说明书、上市文件、中国证监会备案材料以及与[发行]相关的所有其他文件均不包含并将不会包含以任何方式对中国大陆法律、政策、营商环境、司法状况等进行歪曲、贬损的陈述或评论； 1. procure the existing shareholders of the Company to provide true, accurate and complete information about the relevant shareholder's shareholding structure and descriptions for disclosure in the CSRC Filings, and no material information or facts in relation to the relevant shareholder's shareholding structure and descriptions are or will be omitted or withheld therefrom;

促使公司现有股东提供真实、准确和完整的有关股东的股权结构和说明的信息，以供在中国证监会备案材料中披露，且不遗漏或隐瞒与相关股东的股权结构和说明有关的重大信息或事实；1. provide us with a written confirmation duly signed by a director or authorized representative of the Company, immediately before the submission of the CSRC Filings, to confirm that (i) the Company has complied with all relevant requirements under the CSRC Rules and all relevant disclosure requirements in respect of the CSRC Filings pursuant to the CSRC Filing Rules; (ii) all information and statements included in the CSRC Filings (including the CSRC Filing Report) are and will remain true, accurate and complete and not misleading, and no material information or facts have been omitted or withheld therefrom; (iii) the prospectus, listing document, CSRC Filings, and all other documents filed with the CSRC or issued by or on behalf of the Company in connection with the [Offering] do not contain any statement or commentary that in any manner misrepresents or disparages laws, policies, business environment and judicial system of Mainland China; and (iv) the Company is not aware that any of the circumstances in connection of the CSRC Filings set forth in Article 20 of the CSRC Filing Rules has occurred, and undertake to promptly notify us if any of such circumstances occurs or is expected to occur; and

在提交中国证监会备案材料之前，向我们提供一份由公司董事或授权代表正式签署的书面确认，以确认(i)公司已遵守中国证监会规则项下的所有相关要求以及中国证监会备案规则项下与中国证监会备案材料相关的所有相关披露要求；(ii)中国证监会备案材料（包括中国证监会备案报告）中的所有信息和陈述均为并将保持真实、准确和完整、不具误导性，也未遗漏或隐瞒任何重大信息或事实；(iii)向中国证监会提交或者由公司发布或代表公司发布的招股说明书、上市文件、中国证监会备案材料以及与[发行]有关的所有其他文件不包含以任何方式对中国大陆法律、政策、营商环境、司法状况等进行歪曲、贬损的陈述或评论；以及(iv)据公司所知，就中国证监会备案材料，未发生中国证监会备案规则第二十条规定的情形，并承诺在发生或可能发生该等情况时将及时通知我们；以及1. promptly notify us if the Company or its advisers receive any comments or questions from the CSRC or other regulators on the CSRC Filings, and obtain our prior written approval before submission of responses to any such comments or questions.

如果公司或其顾问收到中国证监会或其他监管机构就中国证监会备案材料提出的任何意见或问题，将及时通知我们，并在提交对任何该等意见或问题的答复之前获得我们的事先书面批准。 |
|  | **Indemnity[[8]](#footnote-8)** The CSRC and competent authorities under the State Council shall, according to their respective mandate and applicable law, carry out supervisory inspections or investigations of domestic companies whose securities are offered and listed overseas, and of the related business undertakings carried out by securities companies and securities service providers in Mainland China.For violation of the CSRC Filing Rules by domestic companies offering and listing overseas, and securities companies, securities service providers and relevant practitioners providing service from Mainland China to such overseas offering and listing, the CSRC and competent authorities under the State Council may, for the purpose of maintaining market integrity and to the extent of their respective mandate, impose administrative regulatory measures including order for correction, regulatory talks and warning letters, proportionate to the severity of the violations. | Articles 23 to 24 of the CSRC Filing Rules | **Indemnity****弥偿**The Company will indemnify and hold the Indemnified Parties (as defined below) harmless from and against any and all Losses (as defined below) relating to, arising out of or in connection with the activities and services undertaken pursuant to this letter agreement and/or under [the Listing Rules, the Code of Conduct and] the CSRC Rules), the release or use of any information or records in meeting our obligations and responsibilities in the contemplated [Offering] under [the Code of Conduct and] the CSRC Rules, the [Offering], our engagement as [*please specify the roles undertaken, e.g. the Sponsor, Sponsor-OC, OC, syndicate CMI, Global Coordinator, Underwriter*] hereunder, or any matter referred to in this letter agreement. 公司将就与下列各项有关、由其引发或与之相关的任何及所有损失（定义见下文），向受偿方（定义见下文）作出补偿并使其免遭损害：根据本聘用函及/或根据 [上市规则、操守准则和]中国证监会规则开展活动和服务，在拟议[发行]中为履行我们在[操守准则和]中国证监会规则项下的义务和责任而发布或使用任何信息或记录、[发行]、我们受聘担任[*请指明所承担的角色，例如保荐人、保荐人-整体协调人、整体协调人、银团资本市场中介人、全球协调人、承销商*]，或本聘用函中提及的任何事项 。The Company will reimburse the Indemnified Parties for all costs and expenses (including the fees, costs and disbursements of legal counsel) incurred by any such Indemnified Party in connection with investigating, preparing, pursuing, defending or settling any litigation, action, claim, suit, investigation or proceeding in any jurisdiction relating to, arising out of or in connection with the activities and services undertaken pursuant to this letter agreement and/or under [the Listing Rules, the Code of Conduct and] the CSRC Rules, the release or use of any information or records in meeting our obligations and responsibilities in the contemplated [Offering] under [the Code of Conduct and] the CSRC Rules, the [Offering], our engagement as [*please specify the roles undertaken, e.g. the Sponsor, Sponsor-OC, OC, syndicate CMI, Global Coordinator, Underwriter*] hereunder, or any matter referred to in this letter agreement (including in relation to enforcing the terms of this indemnity clause), whether or not pending or threatened and whether or not any Indemnified Party is a party or is involved in any capacity. 公司将向受偿方补偿任何该等受偿方与下列各项有关、由其引发或与之相关的因调查、准备、追究、辩护或解决在任何司法管辖区的任何诉讼、法律行动、权利主张、诉讼、调查或程序而产生的所有费用和开支（包括法律顾问的费用、成本和开支）：根据本聘用函及/或根据 [上市规则、操守准则和]中国证监会规则开展活动和服务、在拟议[发行]中为履行我们在[操守准则和]中国证监会规则项下的义务和责任而发布或使用任何信息或记录、[发行]、我们受聘担任[*请指明所承担的角色，例如保荐人、保荐人-整体协调人、整体协调人、银团资本市场中介人、全球协调人、承销商*]，或本聘用函中提及的任何事项（包括与执行本补偿条款的规定相关的事项），无论是否待决或威胁提起，也无论受偿方是否为一方或以何身份参与其中。 […]For the purposes of this clause, the term “Indemnified Party(ies)” shall mean us, our subsidiaries, branches or affiliates, our holding company or each person who controls us within the meaning of Section 15 of the United States Securities Act of 1933, as amended or Section 20 of the United States Securities Exchange Act of 1934, as amended, and any such person's respective affiliates, and each of our and the aforesaid person's officers, directors, employees, advisers and agents; and the term “Loss(es)” shall mean any and all losses, claims, demands, costs, expenses, damages and liabilities of any nature in any jurisdiction that relate to, are in connection with, arise out of or would not have existed but for the activities and services undertaken pursuant to this letter agreement, the [Offering], our engagement contemplated by this letter agreement, or any matter referred to in this letter agreement. 在本条中，“受偿方”应指我们、我们的子公司、分支机构或附属机构、我们的控股公司或1933年《美国证券法》（经修订）第15条或1934年《美国证券交易法》（经修订）第20条所指的我们的各控制人以及该等任何人的各自的关联方，以及我们和上述人的各高管、董事、雇员、顾问和代理人；“损失”应指在任何司法管辖区与根据本聘用函开展的活动和服务、[发行]、本聘用函预期的我们的受聘、或本聘用函提及的任何事项有关、由其引发、与之相关、或本不会存在的任何性质的任何及所有损失、权利主张、要求、成本、费用、损害和责任。  |
|  | **Compliance with data and confidentiality laws**Pursuant to the CSRC Filing Rules, a domestic company that seeks to offer and list securities in overseas markets shall abide by the national secrecy laws and relevant provisions and take necessary measures to fulfill confidentiality obligations. Divulgence of state secrets or working secrets of government agencies is strictly prohibited. Provision of personal information and important data to overseas parties in relation to the overseas offering and listing of domestic companies shall be in compliance with applicable laws, administrative regulations and relevant state rules.In addition, overseas offering and listing by domestic companies shall be conducted in strict compliance with relevant laws, administrative regulations and rules of Mainland China concerning foreign investment, national security, cybersecurity and data security, and the domestic companies shall fulfill their obligations to protect national security. If the intended overseas offering and listing necessitates a national security review, relevant security review procedures shall be completed according to law before the application for such offering and listing is submitted to any overseas securities regulatory agencies or overseas stock exchanges. Pursuant to the CSRC Archive Rules, the domestic company that seeks overseas offering and listing and the securities companies and securities companies and securities service providers that undertake services in relation to such overseas offering and listing shall abide by applicable laws and regulations of Mainland China as well as the CSRC Archive Rules, to institute a sound confidentiality and archive administration system, and take necessary measures to fulfill confidentiality and archive administration obligations. They shall not leak any state secret and working secret of government agencies, or harm national security and public interest.  | Articles 7 and 9 of the CSRC Filing RulesArticles 2 to 4 of the CSRC Archive Rules  | **Compliance with data and confidentiality laws****遵守数据和保密法律**The Company hereby confirms and undertakes that:公司在此确认及承诺：1. with respect to any data or information provided and to be provided by the Company to us in connection with the [Offering], the Company has complied, and will continue to comply, with all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) in relation to data protection, confidentiality and archive administration, from time to time in force (including, without limitation, the CSRC Rules) (the “**Data Protection Requirements**”);

对于公司就[发行]向我们提供和将提供的任何数据或信息，公司已经并将继续遵守不时生效的有关数据保护、保密和档案管理的所有适用法律、法规、规定和监管要求（无论是否具有法律效力）（包括但不限于中国证监会规则）（“**数据保护要求**”）；1. the Company has established and maintained adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration in accordance with the Data Protection Requirements;

公司已根据数据保护要求建立并维持充分及有效的内部控制措施和内部制度，以保持数据保护、保密和档案管理；1. the Company and its directors, officers and employees will identify any information that may constitute state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”), and to ensure that confidentiality of any Relevant Information shall be maintained at all times in accordance with the relevant Data Protection Requirements; and

公司和其董事、高管和雇员将识别任何可能构成国家秘密和国家机关工作秘密的信息或任何其他可能损害国家安全或公共利益的文件或资料（“**相关信息**”），并确保根据数据保护要求始终对相关信息进行保密；以及1. the Company has complied, and will continue to comply, with the relevant requirements and approval and filing procedures under the Data Protection Requirements in respect of its handling, disclosure, transfer and retention of the Relevant Information, where applicable.

公司已经并将继续遵守与处理、披露、转移和存放相关信息相关的数据保护要求的相关规定以及审批及备案程序（如适用）。 |

1. **Proposed Riders for ECM Offering Transaction Documents[[9]](#footnote-9)**
2. **Definitions**

Consider adding or revising the following definitions (with modifications, depending on the circumstances) which are set out in the underwriting agreements:

***"CSRC"*** *means the China Securities Regulatory Commission;*

*"****CSRC Archive Rules****" means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;*

*"****CSRC Filing Rules****" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;*

*"****CSRC Filing Report****" means the filing report of the Company in relation to the [Global Offering], including any amendments, supplements and/or modifications thereof, submitted to the CSRC on [date] pursuant to Article 13 of the CSRC Filing Rules;10*

*"****CSRC Filing(s)****" means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the [Global Offering] pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);* *[[10]](#footnote-10)*

*"****CSRC Rules****" means the CSRC Filing Rules and the CSRC Archive Rules;*

*"****Laws****" means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any Governmental Authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the CSRC, the [Stock Exchange] and the [to specify name of securities regulator in which the [Global Offering] takes place]) of all relevant jurisdictions (including, without limitation, [jurisdictions in which the [Global Offering] takes place, e.g. Hong Kong, the United States, and other relevant jurisdictions] and the PRC) (including, without limitation, [the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding Up and Miscellaneous Provisions) Ordinance, and] the CSRC Rules;[[11]](#footnote-11)*

1. **Representations and Warranties of the Company**[[12]](#footnote-12)

Consider adding or revising the following representations and warranties of the Company (with modifications, depending on the circumstances) which are set out in the underwriting agreements:

1. **Accuracy and adequacy of information**
2. *Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.*
3. *All information disclosed or made available in writing or orally and used as the basis of information contained in each of the [Hong Kong Pubic Offering Documents, Preliminary Offering Circular, Disclosure Package, the Final Offering Circular,[[13]](#footnote-13)] the CSRC Filings, and the answers and documents referred to in the Verification Notes (and any new or additional information serving to update or amend such information disclosed or made available prior to the date of this Agreement) by or on behalf of the Company and/or any other member of the Group, and/or any of their respective directors, [promoters, supervisors,] officers, employees, Affiliates or agents, to [the Sole Sponsor/Joint Sponsors,] the Global Coordinator(s), the Underwriter(s), [the Sponsor-OC(s), the OC(s), the CMI(s),] the Reporting Accountants, [the Internal Control Consultant, the Industry Consultant] and/or the legal and other professional advisers for the Company[[14]](#footnote-14) for the purposes of the [Global Offering] and/or the listing of the Shares on the [Stock Exchange] (including, without limitation, for the purpose of replying to queries and comments raised by the CSRC, the [Stock Exchange] and the [to specify name of securities regulator in which the [Global Offering] takes place] (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, and the information, answers and documents used as the basis of information contained in the [Hong Kong Pubic Offering Documents, Preliminary Offering Circular, Disclosure Package, the Final Offering Circular or] the CSRC Filings, or provided for or in the course of due diligence or the discharge by the [Sole Sponsor/Joint Sponsors], the Global Coordinator(s) or the Underwriter(s) of their obligations under all applicable Laws (including the CSRC Rules), [the discharge by [the Sole Sponsor/Joint Sponsors] of their obligations as sponsors under the Listing Rule and other applicable Laws, or for the discharge by the OCs and the CMIs of their respective obligations as an OC and/or a CMI under the Code of Conduct, ~~and~~ the Listing Rules and other applicable Laws)] was so disclosed or made available in full and in good faith and was, when given and, except as subsequently disclosed in the [Hong Kong Pubic Offering Documents, Preliminary Offering Circular, Disclosure Package, the Final Offering Circular,] the CSRC Filings or otherwise notified to the CSRC, the [Stock Exchange] and the [to specify name of securities regulator in which the [Global Offering] takes place], as applicable, remains complete, true and accurate and not misleading in any respect, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading in any respect.*
4. *All statements or expressions of opinion or intention in each of the [Hong Kong Pubic Offering Documents, Preliminary Offering Circular, Disclosure Package, the Final Offering Circular9, and] the CSRC Filings (including, without limitation, the statements regarding the sufficiency of working capital, use of proceeds, critical accounting policies, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance), at and as of the date of this Agreement and at all other times when the warranties are repeated pursuant to this Agreement, are or will remain fairly and honestly made on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are and will remain fairly and honestly held by the Company and its Directors and there are and will be no other facts known or which could, upon due and careful inquiry, have been known to the Company or its Directors the omission of which would make any such statement or expression misleading.*
5. *All forecasts and estimates, if any, contained in each of the [Hong Kong Pubic Offering Documents, Preliminary Offering Circular, Disclosure Package, the Final Offering Circular9, and] the CSRC Filings have been made after due and proper consideration and on the bases and assumptions referred to therein and represent or will represent reasonable and fair expectations truly and honestly held based on facts known to the Company, any of its Affiliates, as applicable, and/or any of their respective directors, officers, employees or agents, as applicable, and there are and will be no other material bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to in each of the [Hong Kong Pubic Offering Documents, Preliminary Offering Circular, Disclosure Package, the Final Offering Circular9, and] the CSRC Filings in which such forecasts or estimates are contained. Such forecasts or estimates do not or will not omit or neglect to include or take into account of any facts or matters which are or may be material to such forecasts or estimates or to the [Global Offering].*
6. *All public notices, announcements and advertisements in connection with the [Global Offering] and all filings and submissions provided by or on behalf of the Company or any of its Affiliates to the CSRC, the [Stock Exchange] and the [to specify name of securities regulator in which the [Global Offering] takes place] have complied or will comply with all applicable Laws.*
7. *[…]*
8. **Compliance with applicable Laws**
9. *The Company has complied with all requirements and timely submitted all requisite filings in connection with the [Global Offering] (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.*
10. *Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.*
11. *[…]*
12. **Market misconduct**

*None of the Company and other members of the Group and their respective directors, officers, employees, agents, affiliates or controlling person, or any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the [Global Coordinator(s) / Overall Coordinator(s)] has notified the Company of the completion of the distribution of the [Hong Kong / International] Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares an any associate securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the [Stock Exchange] and the [to specify name of securities regulator in which the [Global Offering] takes place] or any other Governmental Authority including those in relation to bookbuilding and placing activities.*

1. **Cybersecurity and Data Protection**

*The Group's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, “****IT Systems****”) are adequate for, and operate and perform as required in connection with the operation of the business of the Group, taken as a whole, as currently conducted. The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Governmental Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the [Global Offering], and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same.*

*[…]*

*(A) Each of the Company and other members of the Group has complied with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "****Data Protection Laws****"); (B) neither the Company nor any other member of the Group is, or is expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC ; (C) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the “****CAC****”), the CSRC, or any other relevant Governmental Authority; (D) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Governmental Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (E) neither the Company nor any other member of the Group has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Governmental Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there; (G) neither the Company nor any other member of the Group has received any communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Governmental Authority on the Company or any other member of the Group or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) neither the Company nor any other member of the Group has received any objection to this [Global Offering] or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Governmental Authority.*

1. **Conditions[[15]](#footnote-15)**

Consider adding or revising the following conditions precedent (with modifications, depending on the circumstances) which are set out in the underwriting agreements:

*The obligations of the [Hong Kong/International Underwriters] under this Agreement are conditional on the following conditions being satisfied, or where applicable, waived:*

1. *[…]; and*
2. *the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated [prior to 8:00 a.m. on the Listing Date];*
3. **Termination[[16]](#footnote-16)**

Consider adding or revising the following termination events (with modifications, depending on the circumstances) which are set out in the underwriting agreements:

*The obligations of the [Hong Kong/International Underwriters] to subscribe or procure subscribers for the [Hong Kong/International] Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the Shares commences on the [Stock Exchange]:*

*[…]*

*(b) there comes to the notice of the [Sole Sponsor/Joint Sponsors and the Global Coordinator(s)[/Overall Coordinators] (for themselves and on behalf of [the CMIs and] the Underwriters)]:*

1. *[…]; or*
2. *any non-compliance of the Prospectus, the CSRC Filings or any other documents used in connection with the contemplated subscription and sale of the Offer Shares or any aspect of the [Global Offering] with any applicable Laws (including, without limitation, the [Listing Rules, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance]], and the CSRC Rules); or*
3. **Indemnity[[17]](#footnote-17)**

Consider adding or revising the following triggering events for indemnity (with modifications, depending on the circumstances) which are set out in the underwriting agreements:

*Each of the Indemnifying Parties jointly and severally undertake to [the Sole Sponsor/Joint Sponsors, [the Sponsor-OCs, the OCs, the CMIs,] the Global Coordinator(s), the Bookrunners, the Lead Managers and the Underwriters] and each of them, from time to time, to indemnify, hold harmless and keep each Indemnified Parties fully indemnified on demand and, on an after-Taxation basis, against (i) all actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party (including, without limitation, any investigation or inquiry by or before any Governmental Authority) (collectively the "****Proceedings****" and each a "****Proceeding****"), and (ii) all losses, liabilities, damages, payments, costs (including legal costs), disbursements, charges, expenses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, defence or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) and Taxation (collectively the "****Losses****" and each a "****Loss****") which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:*

* + 1. *any of the Offering Documents or any notices, announcements, advertisements, communications or other documents relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by [the Sole Sponsor/Joint Sponsors, [the Sponsor-OC(s), the OC(s), the CMI(s),] the Global Coordinator(s), the Bookrunner(s), the Lead Manager(s) and the Underwriter(s)] or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of a material fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or*
		2. *any of the CSRC Filings relating to or in connection with the [Global Offering], or any amendments or supplements thereto, (in each case, whether or not approved by [the Sole Sponsor/Joint Sponsors, [the Sponsor-OC(s), the OC(s), the CMI(s),] the Global Coordinator(s), the Bookrunner(s), the Lead Manager(s) and the Underwriter(s)] or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or*
		3. *any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Offering Documents, the CSRC Filings or any notices, announcements, advertisements, communications or other documents relating to or in connection with the [Global Offering], or any amendment or supplement thereto (in each case, whether or not approved by [the Sole Sponsor/Joint Sponsors, [the Sponsor-OC(s), the OC(s), the CMI(s),] the Global Coordinator(s), the Bookrunner(s), the Lead Manager(s) and the Underwriter(s)] or any of them), being or alleged to be untrue, incomplete, inaccurate or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or the fact or any allegation that the Offering Documents do not or did not, contain all information material in the context of the [Global Offering] or otherwise required to be stated therein; or*
		4. *any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents, the CSRC Filings or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Group or the [Global Offering] (whether or not approved by [the Sole Sponsor/Joint Sponsors, [the Sponsor-OC(s), the OC(s), the CMI(s),] the Global Coordinator(s), the Bookrunner(s), the Lead Manager(s) and the Underwriter(s)] or any of them) and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Agreement and [to specify other relevant agreements, e.g. the [Hong Kong/International] Underwriting Agreement]; or*
		5. *the [Global Offering] failing or being alleged to fail to comply with the requirements of the [Listing Rules, the Code of Conduct], the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals in connection with the [Global Offering]; or*
		6. *any failure or alleged failure by the Company[, any of the Controlling Shareholders,] any Director [or supervisors of the Company], or any of the directors or supervisors of the members of the Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the [Global Offering / Hong Kong Public Offering / International Offering]);*
		7. *[…]*
1. **Further Undertakings**

Consider adding the following undertakings (with modifications, depending on the circumstances):

*The Company undertakes to the [the Sole Sponsor/Joint Sponsors, [the Sponsor-OC(s), the OC(s), the CMI(s),] the Global Coordinator(s), the Bookrunner(s), the Lead Manager(s) and the Underwriter(s)] and each of them that it will:*

1. ***Global Offering:*** *comply with, and has duly complied with, the terms and conditions of the Global Offering and all obligations imposed upon it by [the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance], ~~and~~ the [Listing Rules], the CSRC Rules and all requirements of the CSRC, the [Stock Exchange] and the [to specify name of securities regulator in which the [Global Offering] takes place] or any other relevant Governmental Authority in respect of or by reason of the matters contemplated by this Agreement and otherwise with the Global Offering, including, without limitation:*
2. *[…];*
3. *making all necessary filings (including the CSRC Filings) and obtaining all necessary Approvals with the [Registrar of Companies in Hong Kong, the CSRC, the [Stock Exchange] and the [to specify name of securities regulator in which the [Global Offering] takes place] and any other relevant Governmental Authority;*
4. *cooperating with and fully assisting, and procuring the members of the Group, [Controlling Shareholder(s),] the substantial shareholders, associates of the Company, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of [the Sole Sponsor/Joint Sponsors, [the Sponsor-OC(s), the OC(s), the CMI(s),] the Global Coordinator(s), the Bookrunner(s), the Lead Manager(s) and the Underwriter(s)], to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including, without limitation, the CSRC Rules, [the Code of Conduct and the Listing Rules];*
5. *giving every assistance, and procuring the members of the Group, [Controlling Shareholder(s),] the substantial shareholders, associates of the Company, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to give every assistance, to each of [the Sole Sponsor/Joint Sponsors, [the Sponsor-OC(s), the OC(s), the CMI(s),] the Global Coordinator(s), the Bookrunner(s), the Lead Manager(s) and the Underwriter(s)] to meet its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under 21.3 and 21.4 thereof), ~~and~~ the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix 6 thereof) and the CSRC Rules;*
6. ***Information:***
7. *[…];*
8. *provide, and shall procure its Directors, officers [and each of the Controlling Shareholders] to provide, to each of [the Sole Sponsor/Joint Sponsors, [the Sponsor-OC(s), the OC(s), the CMI(s),] the Global Coordinator(s), the Bookrunner(s), the Lead Manager(s) and the Underwriter(s)] all such information as known to he/she/it or which on due and careful enquiry ought to be known to he/she/it and whether relating to the Group or the Company[, the Controlling Shareholders] or otherwise as may be required by the [Sole Sponsor/Joint Sponsors and the Global Coordinator(s)[/Overall Coordinators] (for themselves and on behalf of [the CMIs and] the Underwriters)] in connection with the [Global Offering] for the purposes of complying with any requirements of applicable Laws, of the CSRC, of the [Stock Exchange], of the [to specify name of securities regulator in which the [Global Offering] takes place] or of any other relevant Governmental Authority;*
9. ***Legal and regulatory compliance:*** *comply with (and has duly complied with) all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the CSRC, the [Stock Exchange] and the [to specify name of securities regulator in which the [Global Offering] takes place] or any other relevant Governmental Authority) including, without limitation:*
10. *complying with the CSRC Filing Rules, the [Listing Rules, Part XIVA of the Securities and Futures Ordinance] or other requirements in connection with the announcement and dissemination to the public under applicable circumstances, any information required by the CSRC, the [Stock Exchange], the [to specify name of securities regulator in which the [Global Offering] takes place] or any other relevant Governmental Authority to be announced and disseminated to the public in any material respect;*
11. *complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the "****Relevant Information****"); and (C) maintenance of confidentiality of any Relevant Information;*
12. *where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notifying the CSRC or the relevant PRC Governmental Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the [Sole Sponsor/Joint Sponsors and the Global Coordinator(s)[/Overall Coordinators] (for themselves and on behalf of [the CMIs and] the Underwriters)] of such material information to the extent permitted by the applicable Laws;*
13. *keeping the [Sole Sponsor/Joint Sponsors and the Global Coordinator(s)[/Overall Coordinators] (for themselves and on behalf of [the CMIs and] the Underwriters)] informed of any material change to the information previously given to the CSRC, the [Stock Exchange], the [to specify name of securities regulator in which the [Global Offering] takes place] or of any other relevant Governmental Authority, and to enable the [Sole Sponsor/Joint Sponsors and the Global Coordinator(s)[/Overall Coordinators] (for themselves and on behalf of [the CMIs and] the Underwriters)] to provide (or procuring their provision) to the CSRC, the [Stock Exchange], the [to specify name of securities regulator in which the [Global Offering] takes place] or any such relevant Governmental Authority, in a timely manner, such information as the CSRC, the [Stock Exchange], the [to specify name of securities regulator in which the [Global Offering] takes place] or any such relevant Governmental Authority may require;*
14. *[…];*
1. Available at <http://www.csrc.gov.cn/csrc/c100028/c7124479/content.shtml> [↑](#footnote-ref-1)
2. Available at <http://www.csrc.gov.cn/csrc/c101954/c7162474/content.shtml> [↑](#footnote-ref-2)
3. The sample clauses in this section may overlap with certain provisions in your existing house form engagement letters. To the extent appropriate, these sample clauses can be incorporated into the relevant provisions of your existing house form engagement letters. The Chinese translation of the sample clauses in this section is for reference only, and the English version shall prevail in case of any inconsistency. [↑](#footnote-ref-3)
4. We note that the standard house form engagement letters often do not have a "Definitions" section, but this is prepared for easy reference and incorporation into your standard house forms. [↑](#footnote-ref-4)
5. To include if this is applicable. [↑](#footnote-ref-5)
6. This is drafted for reference only and should be edited to describe the relevant transaction involved. [↑](#footnote-ref-6)
7. We note that the standard house form engagement letters often include a provision to the similar effect. This clause is drafted in light of the implementation of the CSRC Rules and to cover CSRC Filings and related matters, and can be consolidated into other similar provision in your standard house forms. [↑](#footnote-ref-7)
8. Where an indemnity clause is desired, the highlighted amendments are recommended to be incorporated into your standard house standard forms as appropriate in light of the implementation of the CSRC Rules. [↑](#footnote-ref-8)
9. The proposed riders set out in this section (including the bracketed portions) are prepared for reference only and should be tailored for the specific type of overseas offering and listing by the domestic companies. For simplicity, sample clauses for Hong Kong IPOs are set forth in this section for reference. [↑](#footnote-ref-9)
10. Item 6 in the template of the CSRC Filing Report requires disclosure of "previous undertaking(s) and the compliance status thereof". Currently there is no clear interpretative guidance as to whether the sponsor or lead underwriter in post-listing follow-on offerings would be required to make confirmation on any such previous undertaking(s). In case of post-listing follow-on offerings (particularly if the sponsor or lead underwriter did not participate in the initial public offering or other previous offerings for which CSRC Filings were required), you are advised to seek your PRC legal advisor's view on the interpretation of this item and consider whether any further amendments to the scope of "CSRC Filings" and/or "CSRC Filing Report" in the transaction documentation should be made and/or any additional due diligence work should be undertaken. [↑](#footnote-ref-10)
11. This amended definition shall apply to all references of "Laws" in this section. [↑](#footnote-ref-11)
12. The suggested new or revised representations and warranties set out in this section apply to the Company. Depending on the facts and circumstances of the transaction, the same or similar representations and warranties may also apply to the controlling shareholder(s) and/or the warrantor(s) who sign the relevant transaction documentation. [↑](#footnote-ref-12)
13. The scope of the coverage should be tailored for the specific type of overseas offering and listing by the domestic companies in the relevant transaction documentation. This is included for reference only. [↑](#footnote-ref-13)
14. The scope of disclosing parties and recipients should be tailored for the specific type of overseas offering and listing by the domestic companies in the relevant transaction documentation. This is included for reference only. [↑](#footnote-ref-14)
15. The exact scope and wording of the condition precedent ("**CP**") clause should be tailored with reference to each standard house form, especially taking into account the intended scope of CPs for different types of overseas offering and listing under this clause. [↑](#footnote-ref-15)
16. The exact scope and wording of the termination clause should be tailored with reference to each standard house form, especially taking into account the intended scope of termination events for different types of overseas offering and listing under this clause. [↑](#footnote-ref-16)
17. The exact scope and wordings of the indemnity clause should be tailored with reference to each standard house form, especially taking into account the intended scope of indemnified parties and indemnifiable events for different types of overseas offering and listing under this clause. [↑](#footnote-ref-17)