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The dissenting shareholders of HTC who have the right to exercise the cash option refer to the shareholders who participated in the general shareholders' meeting held by HTC and voted valid against to all the merger plan and the sub-proposals voted on one by one and to the relevant proposals on the merger agreement signed by the two parties in the merger, and have continued to hold the shares representing the objection right until the implementation date of the cash option of the dissenting shareholders of HTC, and at the same time perform the relevant declaration procedures within the specified time.

(2) The provider of the cash option

Hangzhou Capital, as the provider of the cash option, provides the cash option to the dissenting shareholders of HTC. The dissenting shareholders of HTC shall no longer claim the cash option from HTC or any shareholder of HTC who agrees to the merger. After the Transaction is registered with the China Securities Regulatory Commission, the provider of the cash option shall undertake unconditionally to accept the shares held by the dissenting shareholders of HTC who successfully declared the exercise of the cash option on the implementation date of the cash option, and pay the corresponding cash consideration to the dissenting shareholders of HTC according to the cash option price.

(3) The price of the cash option

The cash option price of the dissenting shareholders of HTC is the average trading price of B-shares for the 20 trading days before the suspension of trading of HTC's B-shares (i.e. 20 trading days before the pricing benchmark date), that's HK\$7.77 per share, which is equivalent to RMB 7.11 per share by converted according to the median price of RMB to Hong Kong dollar announced by the People's Bank of China on October 25, 2024 (HK\$1 = 0.91496 RMB) that is the trading day before HTC share suspension. If there are ex-rights and dividends such as cash dividends, stock dividends, conversion of capital reserve to share capital, and allotment from the pricing benchmark date to the implementation date of the cash option (both dates inclusive), the cash option price will be adjusted accordingly.

(4) The price adjustment mechanism for cash option

1) Adjustment object

The object of adjustment is the cash option price of dissenting shareholders of HTC.

2) The conditions under which the price adjustment plan will take effect

(1) The state-owned assets authority approves the price adjustment plan;

(2) The shareholders' meeting of Hirisun deliberated and approved the price adjustment plan;

(3) The shareholders' meeting of HTC deliberated and approved the price adjustment plan.

3) The period in which the price can be adjusted

From the announcement date of the resolution of the merger deliberated and approved in the HTC general shareholders' meeting to the date before the China Securities Regulatory Commission agreed to register the Transaction.

4) Trigger condition

From the announcement of the first board resolution of HTC to the time when the China Securities Regulatory Commission agrees to register the Transaction, if any of the following two circumstances occur, the board of directors of HTC has the right to hold a meeting within the price adjustment period to consider whether to make an adjustment to the price of the cash option:

A. Shenzhen Stock Exchange Composite Index (399106.SZ) has a closing point drop of more than 20% in at least 10 out of 20 consecutive trading days prior to any trading day compared to the closing point of the previous trading day before the suspension of trading on the HTC's B shares; And prior to the trading day, the daily trading average price of HTC B-shares has fallen by more than 20% in at least 10 consecutive trading days compared to the trading average price of HTC B-shares in the 20 trading days before the suspension of trading (i.e. the 20 trading days before the pricing benchmark date);

Or

B. Wind Electrical Equipment Industry Index (882210.HK) has a closing point drop of more than 20% in at least 10 of the 20 consecutive trading days prior to any trading day compared to the closing point of the trading day before the suspension of the HTC's B shares; And prior to the trading day, the daily average trading price of HTC's B shares-shares has fallen by more than 20% in at least 10 out of 20 consecutive trading days compared to the average trading price of HTC's B shares in the 20 trading days before the suspension of trading (i.e. the 20 trading days before the pricing benchmark date).

5) Adjustment mechanism and price adjustment benchmark date

The board of directors of HTC shall convene a meeting of the board of directors within 20 trading days from whichever date is later-the date to the first achievement of the trigger conditions for price adjustment and the date on which the effective conditions of the price adjustment plan are met, and deliberate and decide whether to adjust the price of the cash option of the dissenting shareholders of HTC in accordance with the price adjustment plan. During the price adjustment period, HTC will only adjust the price of the dissenting shareholder's cash option once. If HTC has convened a meeting of board of directors to review and decide to adjust the price of the dissenting shareholder's cash option, and the price adjustment condition is triggered again, no further adjustment will be made; If the board of directors has convened a meeting to deliberate and decide not to adjust the cash option price of the dissenting shareholders, and the price adjustment condition is triggered again, no further adjustment will be made.

The benchmark date for price adjustment is the trading day following the date on which the above-mentioned trigger conditions are fulfilled. The adjusted cash option price of dissenting shareholders of HTC is the average stock trading price of the 20 trading days before the benchmark date of the price adjustment.

(5) Exercise of the cash option

After the Transaction is registered by the China Securities Regulatory Commission, HTC will determine the equity registration date for the implementation of the cash option. Dissenting shareholders of HTC who exercise the cash option may obtain the cash consideration paid by the cash option provider at the cash option price on the implementation date of each share of HTC validly declared, and at the same time transfer the corresponding shares to the name of the cash option provider. The provider of the cash option shall acquire all the shares of HTC exercising the cash option by the dissenting shareholders of HTC on the implementation date of the cash option, and pay the cash consideration accordingly. The shares of HTC acquired by the cash option provider through the cash option will be converted into A shares issued by Hirisun for the merger in accordance with the share exchange ratio on the implementation date of the merger plan.

The following conditions must be met at the same time for the registered dissenting shareholders of HTC to exercise the cash option: (1) they have cast valid negative votes on the relevant proposals on the merger plan and the sub-proposals voted on one by one at the general shareholders' meeting of HTC on the merger plan and on the relevant proposals on the merger agreement signed by the two parties to the merger; (2) From the record date of the shareholders' meeting at which HTC deliberated on the merger, as a validly registered shareholder of HTC, continue to hold the shares representing the right of opposition until the implementation date of the cash option; (3) Successfully perform the relevant declaration procedures within the cash option reporting period. Shareholders who meet the above conditions are only entitled to exercise the cash option in respect of their share declarations for which they have cast a valid negative vote. If the dissenting shareholders of HTC sell their shares after the registration date of the equity registration date of the shareholders' meeting of the HTC share absorption merger (including but not limited to being judicially compulsorily deducted,

etc.), the number of shares entitled to the cash option shall be reduced accordingly; If the dissenting shareholders of HTC purchase shares after the registration date of the equity registration date of the shareholders' meeting of the HTC share absorption merger, the number of shares entitled to the cash option shall not increase, and such shares shall not enjoy the cash option.

The dissenting shareholders of HTC who hold the following shares are not entitled to exercise the cash option in respect of the shares they hold: (1) the shares of HTC with rights restrictions, such as shares that have been pledged or set with other third-party rights or restricted by laws and regulations such as judicial freeze; (2) its legal holder undertakes in writing to give up the shares of the cash option of the dissenting shareholders of HTC; and (3) other shares that are not subject to the exercise of the cash option under applicable law. The above-mentioned shares that are not entitled to claim the cash option will be converted into shares issued by Hirisun in accordance with the exchange ratio on the exchange date.

Dissenting shareholders of HTC who have submitted the shares of HTC as collateral for margin financing and securities lending transactions must transfer the shares of HTC from the credit guarantee account of the securities company to their ordinary securities account before the equity registration date of the cash option before they can exercise the cash option. Dissenting shareholders of HTC who have carried out the agreed repurchase securities transaction must complete the early repurchase procedures in a timely manner before the equity registration date of the cash option before exercising the cash option.

The relevant taxes and fees arising from the exercise of the cash option shall be borne by the dissenting shareholders of HTC exercising the cash option, the provider of the cash option and other entities shall bear the responsibility in accordance with the relevant laws, regulations, regulatory authorities and the provisions of the securities registration and clearing institutions. If there is no clear regulation on this by laws, regulations, regulatory authorities, and securities registration and settlement institutions, the parties shall negotiate and resolve it in accordance with market practices.

If the merger proposal fails to obtain permit or approval from the general shareholders' meeting or relevant regulatory or government departments by both parties, resulting in the ultimate inability to implement the merger, the dissenting shareholders of HTC cannot exercise the cash option, nor can they claim any compensation or indemnification from the merging parties.

After the transaction is approved and registered by the China Securities Regulatory Commission, HTC will separately announce the detailed arrangements for the cash option plan of HTC dissenting shareholders (including but not limited to the declaration, settlement and delivery of the cash option), and will disclose information in a timely manner in accordance with laws, regulations and the provisions of the Shenzhen Stock Exchange.

11. Transitional arrangements

During the transition period, in order to achieve a smooth transition of business, if it is truly necessary, if either party needs the cooperation of the other party in the course of business development (including but not limited to providing relevant materials, issuing explanations, jointly reporting to the competent authorities, etc.), the other party shall actively cooperate in this regard.

During the Transition Period, the merging parties shall, and shall procure that each of their subsidiaries: (1) continue to operate independently in the ordinary course of business in accordance with past operational management and operating methods, and will not engage in any unusual transactions or incur any unusual debts; (2) to do its best to maintain all assets that make up the main business in good condition, and to maintain all good relationships with government authorities, customers, employees and other relevant parties; (3) Make, sort out and keep their respective documents and materials, and pay relevant taxes and fees in a timely manner.

During the transition period, either party to the merger shall take the initiative to respond to the reasonable requests of the other party and provide the other party with relevant assets, financial account books, meeting minutes, material claims and debts and other relevant documents in a timely manner. If it is truly necessary, if one party needs the cooperation of the other party in the course of business development (including but not limited to providing relevant materials, issuing explanations, jointly carrying out declarations to the competent authorities, etc.), the other party shall actively cooperate in this regard.

12. Arrangements for the transfer or delivery of the relevant assets involved in the Transaction

(1) Delivery conditions

After the merger agreement takes effect, the merger will be closed on the closing date. The merging parties shall complete the delivery obligations agreed under the merger agreement on the delivery date and sign the asset delivery confirmation document.

(2) Asset delivery

Since the date of closing, the ownership of all assets of HTC (including but not limited to all properties, trademarks, patents, franchises, projects under construction and other assets) and the related rights, interests, liabilities and obligations shall be enjoyed and assumed by Hirisun. HTC agrees to assist Hirisun in handling the change procedures for the transfer of all stipulated properties of HTC (i.e., for any property, the law provides special procedures for the creation or transfer of such property rights or rights related to such property, including but not limited to land, real estate, vehicles and vessels, trademarks, patents, etc.) from HTC to the name of Hirisun. If the formal transfer procedures cannot be performed due to the change of registration procedures and other reasons, it will not affect the rights and obligations of Hirisun to the above-mentioned assets.

After the completion of the merger, the equity of the subsidiary currently held by HTC belongs to the surviving company, and it is changed to a subsidiary of the surviving company. The subsidiary of HTC (if any) belongs to the surviving company and is registered as a subsidiary of the surviving company.

(3) Debt inheritance

Except for the debts that are repaid in advance based on the creditor's request for early repayment within the statutory time limit, all outstanding debts of the merger parties will be inherited by Hirisun after the closing date of the merger.

(4) Contract succession

After the closing date of the share exchange and absorption merger, the contract subject of the rights, obligations and interests of HTC under all valid contracts/agreements signed by HTC is changed to Hirisun.

(5) Data handover

HTC shall hand over all its bank account information, reserved seals and all seals of HTC to Hirisun on the delivery date. HTC shall, from the date of delivery, hand over to Hirisun any and all documents that have a significant impact on its subsequent operations.

(6) Share transfer

On the date of the share exchange, Hirisun shall register the A shares issued to the shareholders of HTC as consideration for the merger to the shareholders of HTC. The shareholders of HTC have become shareholders of Hirisun since the date when the new shares are registered in their names.

13. Disposal of creditor's rights and debts involved in the Transaction

Since the date of delivery, Hirisun has inherited and undertaken all the assets, liabilities, business, personnel, contracts, qualifications and all other rights and obligations of HTC.

Hirisun and HTC will perform the creditor notification and announcement procedures in accordance with the provisions of relevant laws and regulations, and will, according to the requirements of their respective creditors within the statutory time limit, in accordance with the provisions of relevant applicable laws and regulations, independently or urge third parties to repay their debts in advance or pro-

vide additional guarantees for their respective creditors. If the relevant creditors fail to claim early repayment or providing security from the merging parties within the aforesaid statutory period, the unpaid debts will be inherited by Hirisun after the closing date.

14. Employee placement

After the completion of the share exchange and absorption merger, the management and employees of Hirisun will continue to retain their original jobs in accordance with the labor contract signed with Hirisun. All registered employees of HTC will be accepted by the surviving company and properly arranged. All rights and obligations of HTC as the employer of its existing employees will be enjoyed and assumed by Hirisun from the closing date.

Before the relevant shareholders' meetings to consider the merger, the two parties will hold a staff representative meeting or a staff meeting respectively to review the employee placement plan involved in the merger.

15. Arrangement for rolling over undistributed profits

In addition to the profit distribution plan approved by the respective general shareholders' meetings of the two parties, the accumulated undistributed profits of Hirisun and HTC as of the implementation date of the share exchange shall be jointly enjoyed by the new and old shareholders of the surviving company according to their shareholding ratios.

III. The transaction constitutes a related party transaction

In the transaction, Hirisun's dominant shareholder is Hangzhou Capital, and actual controller is State-owned Assets Supervision and Administration Commission of Hangzhou; HTC's dominant shareholder is Turbine Holdings, and actual controller is State-owned Assets Supervision and Administration Commission of Hangzhou. In accordance with provisions on the related party and related party transaction in the Listing Rules and ChiNext Listing Rules, the transaction constitutes a related party transaction between Hirisun and HTC.

Concerning matters of the related party transaction, related directors of Hirisun and HTC have evaded voting.

IV. The transaction constitutes material asset restructuring

According to Hirisun's and HTC's 2023 audit reports and transaction amount, the transaction constitutes material asset restructuring, specifically calculated as follows:

Item	In RMB 10,000		
	Total assets	Operating revenue	Net assets
Acquirer (HTC)	1,592,768.01	592,423.80	789,927.59
Transaction amount	-	-	1,123,309.17
Acquirer (Hirisun)	69,399.92	21,303.49	48,930.79
Acquirer/acquirer	2,295.06%	2,780.88%	1,614.38%
Transaction amount/acquirer	1,618.60%	-	2,295.71%
Criterion for material asset restructuring in the Measures for the Administration of Restructuring	50%	50% and >RMB 50 million	50% and >RMB 50 million
Whether to meet the criterion for material asset restructuring	Yes	Yes	Yes

Note: The net assets in the table refer to owners' Equity attributable to parent company in the audited consolidated statements for the latest accounting year.

In accordance with Measures for the Administration of Restructuring, the transaction constitutes material asset restructuring.

V. The transaction is expected to constitute restructuring and listing

Before the transaction, HTC's dominant shareholder is Turbine Holdings, and there was no change of power of control in the latest 36 months. Upon the completion of the transaction, HTC will be delisted and disqualified from being a corporation.

Within 36 months before the transaction, Hirisun's dominant shareholder was altered from HFI to Hangzhou Capital. In February 2024, HFI voluntarily transferred all 99,830,000 shares of Hirisun held (representing 29.80% of Hirisun's total capital stock) to Hangzhou Capital. Till the signing date of the plan, HFI no longer held shares of Hirisun, and Hangzhou Capital held 99,830,000 non-selling-restricted tradable shares of Hirisun, accounting for 29.80% of Hirisun's total capital stock. Hirisun's dominant shareholder is thus altered from HFI to Hangzhou Capital. According to Hirisun's and HTC's 2023 audit reports, HTC's related financial data account for over 100% of Hirisun's, meeting the criterion for restructuring and listing prescribed in Article 13 of the Measures for the Administration of Restructuring. Therefore, the transaction is expected to constitute restructuring and listing.

VI. Effects of the transaction on the surviving company

(I) Effects of the transaction on main business of the surviving company

Prior to this transaction, HTC mainly designs and manufactures industrial turbines, gas turbines and other rotating industrial turbine machinery and equipment, and provides related supporting services, the main products include industrial steam turbines, gas turbines, etc., which are mainly used in oil refining, chemical industry, fertilizer, building materials, metallurgy, electric power, light industry, environmental protection and other industrial fields. Hirisun is mainly engaged in the power information construction business, and provides related technical and consulting services, and its power information solutions can be widely used in all links of the power industry chain, including power generation, transmission, substation, distribution, power consumption and dispatching.

After the implementation of the Transaction, the surviving company will inherit and undertake all the assets, liabilities, business, personnel, contracts and all other rights and obligations of HTC, forming a business pattern of industrial turbine machinery business as the main business and power information business as the supplement. The surviving company will integrate the industrial resources of both parties, further optimize the company's industrial layout, and effectively enhance the core competitiveness and sustainable profitability of the surviving company.

(II) Effects of the transaction on equity structure of the surviving company

Before the transaction, Hirisun's total capital stock is 335,000,000 shares, while HTC's total capital stock is 1,175,009,600 shares. Irrespective of subsequent ex-right or ex-dividend and other effects on the M&A Parties, Hirisun issues a total of 1,175,009,600 shares for the stock-for-stock merger, calculated by stock-for-stock ratio of 1:1. Irrespective of the effects of right of claim for acquisition and cash-based option, upon the completion of the stock-for-stock merger, HTC holds 45.68% of the shares of the surviving company and is the direct controlling shareholder of the surviving company. Hangzhou Capital directly holds 6.61% of the shares of the surviving company, and controls a total of 52.29% of the shares of the surviving company through HTC, and is the indirect controlling shareholder of the surviving company. Hangzhou SASAC controls a total of 52.29% of the shares of the surviving company and is the actual controller of the surviving company.

Before and after the transaction, Hirisun's shareholders and holding ratios are listed as follows:

Shareholder	In shares 10,000			
	Before the stock-for-stock merger		After the stock-for-stock merger	
	Number of shares held	Holding ratio	Number of shares held (10,000 shares)	Holding ratio
Hangzhou State-owned Capital Investment and Operation Co., Ltd. Hangzhou Turbine Holdings Co., Ltd.	9,983.00	29.80%	9,983.00	6.61%
Subtotal shares held by dominant shareholders and persons acting in concert	9,983.00	29.80%	78,954.59	52.29%
Other shareholders	23,517.00	70.20%	72,046.37	47.71%
Total	33,500.00	100.00%	151,000.96	100.00%

(III) Effects of the transaction on key financial indicators of the surviving company

After the implementation of the transaction, Hirisun will inherit and take on all HTC's assets, liabilities, businesses, human resources, contracts and all the other rights and obligations. The M&A Parties will find their business put into exhaustive integration, and the surviving company will shape a business pattern featuring industrial turbine business taking the center stage, complete with electric power information business. Besides, The business and operating scale of the surviving company will be further expanded, and the total assets and operating income will be increased.

Upon the completion of the work of the transaction-related

audit and valuation, the M&A Parties will, in accordance with statistics in relevant audit reports and reports for reference and review, make quantitative analysis on key financial indicators of the surviving company before and after the transaction, followed by detailed analysis on the effects of the transaction on the financial status and profitability of the surviving company in the report for stock-for-stock merger.

(IV) The transaction will not make the surviving company ineligible for stock listing

Upon the completion of the transaction, the equity structure of the surviving company is as shown in the plan's "Notification of Material Matters" - "VI. Effects of the transaction on the surviving company" - "(II) Effects of the transaction on the equity structure of the surviving company".

Upon the completion of the transaction, the capital stock of the surviving company will exceed 400 million shares, and the public and shareholders put together will account for no less than 10% of the capital stock of the surviving company, thus not making the surviving company ineligible for stock listing.

VII. Mechanism for protection of interest of creditors

Upon the completion of the stock-for-stock merger, HTC will be delisted and disqualified from being a corporation, while Hirisun will inherit and take on all HTC's assets, liabilities, businesses, human resources, contracts and all the other rights and obligations.

Pursuant to relevant laws and regulations, Hirisun and HTC will carry out procedures of notification and announcement to creditors, and depending on requirements raised by respective creditors within statutory period, repay the debt in advance or otherwise provide guarantee for respective creditors, or urge third party to do so. Within the statutory period, if relevant creditors make no claim for repaying the debt in advance or providing guarantee to the M&A Parties, related outstanding debt will be borne by Hirisun upon the completion of the stock-for-stock merger.

VIII. Completed and outstanding transaction-related procedures

(I) Obtained approval for the transaction

1. The transaction has been approved through deliberation at the fourth interim session of the sixth board of directors of Hirisun in 2024;

2. The transaction has been approved through deliberation at the tenth session of the ninth board of directors of HTC.

(II) Pending approval for the transaction

Pending ratification or approval procedures for the transaction are listed as follows, including but not limited to:

1. The formal transaction plan shall be adopted by the boards of directors of Hirisun and HTC through deliberation;

2. The formal transaction plan shall be adopted by the boards of shareholders of Hirisun and HTC through deliberation;

3. With consent of Hirisun's board of shareholders, Hangzhou Capital will be exempted from increasing shares of Hirisun by means of offer;

4. The transaction shall be approved by competent authority of state-owned assets supervision and administration;

5. The transaction shall be examined and approved by SZSE and put on file by CSRC;

6. The stock-for-stock merger shall be approved, permitted or accepted by other related competent authorities prescribed by laws and regulations (if any).

The transaction shall not be carried out until it is ratified, approved, or accepted and put on file as stated above.

There is uncertainty about whether and when the transaction is ratified, approved or accepted and put on file as stated above, thus investors should be on the alert for investment risks.

IX. Important commitments made by the transaction-related parties

Party of commitment	Matter of commitment	Particulars
Hirisun	Statement and commitment of authenticity, accuracy and integrity of information provided	1. The Company gives a pledge: all the transaction-related materials provided to all intermediaries are authentic, accurate and intact original written materials or duplicates and information; such duplicates or photocopies are consistent with relevant original materials or original copies; all the documents bear authentic signature or seal and contain no false records, misleading statements or major omissions whatsoever. 2. The Company gives a pledge: the statement and confirmation issued for the transaction is authentic, accurate and intact, and contains no false records, misleading statements or major omissions whatsoever. 3. Depending on the process of the transaction, if related documents and relevant information are further needed, I will self ensure that such documents and information are provided in time, with guarantee on the authenticity, accuracy and integrity of such information. 4. If the given or disclosed information in the transaction relates to any false records, misleading statements or major omissions, and causes losses to the Company or investors, I will bear liability of compensation by law.
Hirisun's directors, supervisors and senior executives	Statement and commitment of authenticity, accuracy and integrity of information provided	1. I myself give a pledge: all the transaction-related materials provided to all intermediaries are authentic, accurate and intact original written materials or duplicates and information; such duplicates or photocopies are consistent with relevant original materials or original copies; all the documents bear authentic signature or seal and contain no false records, misleading statements or major omissions whatsoever. 2. I myself give a pledge: the statement and confirmation issued for the transaction is authentic, accurate and intact, and contains no false records, misleading statements or major omissions whatsoever. 3. Depending on the process of the transaction, if related documents and relevant information are further needed, I will self ensure that such documents and information are provided in time, with guarantee on the authenticity, accuracy and integrity of such information. 4. If the given or disclosed information in the transaction relates to any false records, misleading statements or major omissions, and causes losses to Hirisun or investors, I will bear liability of compensation by law.
Hirisun's directors, supervisors and senior executives thereof	Statement on reduction of shares from the date of restructuring and resumption of trading till the completion of merger	1. From the date of resumption of trading till the completion of the transaction, I myself shall not reduce Hirisun's shares held, nor do I have any plans for reduction of Hirisun's shares. 2. In violation of the commitment, I myself will bear relevant legal liability.
Hirisun's directors, supervisors and senior executives thereof	Statement on law abiding and integrity	1. In the latest five years, the Company and all directors, supervisors and senior executives thereof were not put under criminal or administrative penalty (except for those apparently irrelevant with the securities market); they involved no major civil lawsuit or arbitration in connection with any economic dispute; the Company and all directors, supervisors and senior executives thereof were not put under any investigation or prosecution by the judiciary on suspicion of crime or inquired or put on file by the CSRC on suspicion of breach against laws or regulations. 2. In the latest five years, the Company and all directors, supervisors and senior executives thereof were not counteracted administrative regulation measures of the CSRC or disciplinary sanctions of the stock exchange for failing to repay large debt or to honor promises. 3. In the conclusion of investigation, I myself elected all directors, supervisors and senior executives thereof were not denounced in public by the stock exchange or committed other dishonest acts, nor did they have other records of bad conduct. In violation of the confirmed contents above, the Company and all directors, supervisors and senior executives thereof will bear relevant legal liability of their own accord.
HTC	Statement and commitment of authenticity, accuracy and integrity of information provided	Till the issue date of the statement, the Company and all agencies under control of the Company, directors, supervisors and senior executives of the Company were not investigated and put on file or inquired or put on file on suspicion of insider trading in connection with the transaction. Nor were they investigated and put on file or inquired by CSRC or held accountable for criminal liability by the judiciary by law on suspicion of insider trading regarding material asset restructuring in the latest 36 months. 12 of Guide to Regulation of Listed Companies No.7 - Regulation of Suspect Stock Transactions Regarding Material Asset Restructuring by Listed Companies: Not engaged in material asset restructuring by listed companies.
HTC	Statement and commitment of authenticity, accuracy and integrity of information provided	1. The Company gives a pledge: all the transaction-related materials provided to all intermediaries are authentic, accurate and intact original written materials or duplicates and information; such duplicates or photocopies are consistent with relevant original materials or original copies; all the documents bear authentic signature or seal and contain no false records, misleading statements or major omissions whatsoever. 2. The Company gives a pledge: the statement and confirmation issued for the transaction is authentic, accurate and intact, and contains no false records, misleading statements or major omissions whatsoever. 3. Depending on the process of the transaction, if related documents and relevant information are further needed, the Company ensures that such documents and information are provided in time, with guarantee on the authenticity, accuracy and integrity of such information. 4. If the given or disclosed information in the transaction relates to any false records, misleading statements or major omissions, and causes losses to the Company or investors, the Company will bear liability of compensation by law.

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