

11 May,2022

[CHINA HEALTH GROUP INC.]

And

[Guo Xia]

New Framework Service Agreement

Our file number :

For and on
China
中 國

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This Agreement (the "Agreement") is made on 11 May, 2022 by the following parties:

1) China Health Group Inc. and all subsidiaries in China (hereinafter referred to as "service providers")

China Health Group Inc. is a limited liability company registered in the Cayman Islands with its registered office at Vistra (Cayman) Limited, P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205, Cayman Islands, is a company listed on the Hong Kong Stock Exchange with a stock code of 08225.

2) Guo Xia and the non-service-providing companies actually controlled by him include: Wante Pharmaceutical (Hainan) Co., Ltd., Wanquan Wante Pharmaceutical (Xiamen) Co., Ltd., Wanquan Wante Pharmaceutical Jiangsu Co., Ltd., etc. (hereinafter referred to as "related parties").

Chinese domestic companies actually controlled by related parties obtain services from service providers.

Protocol service

1. The service provider provides services including post-market clinical research (Post Market Service), medical scientific research (Medical Science Service) and Medical Marketing Service (Medical Marketing Service) comprehensive services and product promotion services, the related party shall pay the corresponding fees to the service provider according to this agreement.

2. Post-market clinical research, medical research and medical market services implemented by the service provider group, including but not limited to the following items:

2.1 Clinical research, statistics and analysis of relevant products in mainland China (excluding Hong Kong, Macau and Taiwan).

2.2 Complete post-marketing clinical research, medical research and medical market services for relevant products in mainland China.

2.3 Count and report, and jointly handle adverse reaction events in mainland China with related parties.

3. During the period of this agreement, in order to facilitate the service provider to carry out post-market clinical research, medical research services, and medical market services, the related party agrees to provide the service provider with the following assistance through its relevant subsidiaries in China, including but not limited to the following methods:

3.1 Related parties assign product managers to train service providers;

3.2 Related parties provide product data and other relevant data;

3.3 Other means as the parties deem appropriate.

4. The service provider, through its relevant subsidiaries in China, is required to provide periodic reports on a regular basis in the format required by the related party. The content of the report shall include: post-marketing research, medical research services, medical market services and development during the period; the achievement of goals; post-marketing research, medical research services, medical market required by related parties and Other information related to service activities provided under this agreement.

5. In the event of an adverse reaction event in the use of a related party product within the jurisdiction, the service provider group must immediately notify the related party by telephone or other means within 3 hours after the occurrence of the adverse reaction event, and then after the adverse reaction event occurs. Within 24 hours after that, provide the related party with details of the adverse reaction event in the form of a written report. The service provider group must assist in the handling of the above-mentioned adverse reaction events in accordance with the requirements of the related parties, including but not limited to reporting to the authority for filing, assisting in handling the aftermath, etc.

6. For the sake of clarity, the service provider may sign a supplementary agreement or other confirmation document with the related party for a certain agreed service or for other services. Scope and the basis for the rights and obligations concerned.

7. Either party to the agreement may, according to its own needs, changes in market conditions or other reasonable reasons, propose to the other party in writing to adjust the specific content and relevant terms of the services listed in this agreement.

8. Both parties to this agreement have reached an agreement on Article 7 of this agreement, and shall sign a written agreement as a supplementary agreement to this agreement. And supplement, change or adjust the relevant content of this agreement in accordance with this supplementary agreement. Neither party to this agreement may adjust the content and/or conditions of the agreed services without a written supplementary agreement between the parties.

Warranty and commitment

9. The Service Providers and Related Parties agree that the Service Provider Group shall provide the Agreement Services to the Related Parties and its subsidiaries at a standard and quality no less than that of the Agreement Services provided to third parties.

10. The service provider shall ensure that its group always has sufficient performance capabilities (including necessary equipment, materials and personnel, etc.) to provide the agreed services to related parties and their affiliates.

11. The service provider ensures that its group can provide the agreed services in accordance with the standards reasonably required by the related party or its affiliates, and in the process of providing the agreed services, both parties are legally established limited companies with independent legal personality, which are now in accordance with the laws of the country in which they were established effective and good presence.

12. Both parties have been engaged in business activities in accordance with the law, and have not engaged in any activities beyond their approved business scope.

13. The signing of this agreement or the performance of its obligations under this agreement by both parties shall not violate any other agreement or its articles of association, and will not have any legal conflict with other agreements or its articles of association.

14. Taking the current scientific research personnel, equipment, instruments and data of the service provider group as the benchmark for judging the research and development capabilities of the service provider, the service provider shall ensure that the service provider has sufficient scientific research strength.

15. In order to serve the related party group, the service provider shall ensure that its group continuously improves its clinical research capabilities, including but not limited to:

15.1 Maintain adequate manpower, equipment and facilities and update technical knowledge from time to time;

15.2 Expand the team of R&D personnel, improve the quality of R&D personnel, and cultivate reserve scientific and technological talents;

16. The service provider confirms that the service provider group has the right to provide the same or similar services as those under this agreement to other corporate legal persons or organizations operating such businesses.

Pay service fee

17. As consideration for the provision of the agreed services, the related party and its subsidiaries shall pay the service provider group in RMB at the applicable price (that is, the basis for calculating the service fee, calculated on the basis of the pricing principles set out in Article 19 of this Agreement).

18. The fees for clinical research are generally determined based on the number of cases studied * the unit price charged for a single case. Product promotion fees are generally determined based on the increase in product sales through clinical promotion * average winning unit price * rate. Consistency evaluation is priced according to market conditions. The following factors shall be taken into consideration for each fiscal year during the term of this Agreement in establishing the estimated cap on the service fee for each agreed service:

18.1 The related party forecasts for the quantity of the relevant product launched in each fiscal year commencing on the effective date;

18.2 The market bid price of the relevant promotion product;

18.3 Fees charged by the service provider group for providing similar services to independent third parties; and

18.4 The actual completion of connected transactions in 2020 and 2021.

19. The actual charges also need to take into account the latest fees charged by the service provider for providing the same services to independent third-party customers.

20. The service provider and the related parties agree that the service fee provided to the related party and its subsidiaries will be similar to the service fee provided to the independent third party for the same agreed services (if any) but not less than the service fee provided to the independent third party.

21. After the service provider group completes post-marketing research, medical research services, and medical market services and is confirmed by the related party to be correct, the related party will pay the service provider group the corresponding post-marketing post-marketing clinical research, medical research and medical market service fees.

22. Payment method: According to the actual settlement fees proposed by the service provider group during the post-marketing clinical research, medical research services and medical market services, after confirmation by the related party, the service provider will issue an invoice at the end of each month. The related party shall pay the service provider by wire transfer within 15 days from the invoice date, and the service provider shall bear the taxes and fees arising therefrom.

Adjustment and termination of agreement services

23. If the service provider does not provide an agreed service within the agreed period and still does not provide the agreed service within [30 days] after the related party sends a written notice, the related party or its affiliates has the right to provide the service. If the related party or its affiliates fails to pay the service fee on time within the agreed period and fails to pay the service fee to the provider within 30 days from the date when the service provider sends a reminder notice. If the service provider is the service provider, the service provider has the right to issue a termination notice to the related party or its affiliates to terminate the agreement service. The notice of termination will be effective from the date it is given.

24. When the force majeure stipulated in Article 29 of this agreement occurs (referring to the unforeseeable, unavoidable and insurmountable unexpected events of the parties to this agreement, including but not limited to earthquakes, typhoons, floods, fires, social unrest, wars, strikes), and such force majeure-related agreement services can be terminated or adjusted.

25. This Agreement may be terminated by the other party upon written notice to that party in the event of bankruptcy or insolvency of one party or in judicial proceedings for liquidation or dissolution or cessation of business operations.

26. The termination or adjustment of an agreement service will not affect other agreement services and other terms of this agreement.

27. Both parties to the agreement may terminate or adjust the terms of the agreement through friendly negotiation.

Liability for breach of contract and force majeure

28. Both parties to this agreement must abide by the stipulations of this agreement. The breaching party must compensate the non-observing party for economic losses caused by the breach of this agreement, except in the case of the aforementioned force majeure.

29. When this agreement cannot be performed or fully performed due to force majeure, the party affected by the force majeure may be exempted from the liability for breach of contract, but the party shall immediately notify the other party in writing with the notarized information on the force majeure from the local notary office. During the period of force majeure, if the affected party can continue to perform part of this agreement, it shall continue to perform such part; if it cannot perform all of it, it shall continue to perform or terminate the performance with the consent of the other party after the force majeure disappears. Matters affected by force majeure. Force majeure is one of the reasons for exemption of liability in this agreement.

Settlement of disputes

30. In the event of any disputes arising from the performance of this Agreement or the interpretation of this Agreement, the parties concerned shall endeavour to resolve such disputes through friendly negotiation or mediation through representatives appointed by the parties concerned, if the parties concerned are within nine days from the date of the dispute. If the dispute cannot be negotiated through friendly negotiation within ten days, either party to this agreement shall have the right to submit the dispute to the Hong Kong International Arbitration Center for arbitration in accordance with the arbitration rules of the arbitration commission using Chinese law.

31. Any arbitral award in the aforementioned arbitral proceedings shall be final and binding on both parties.

Term and termination

32. This agreement has been signed and sealed by both parties and reviewed and approved by the internal decision-making procedures of both parties (including but not limited to obtaining the approval of independent shareholders at the general meeting of shareholders of listed companies, if necessary), and after obtaining the "GEM Securities Listing Rules" and other exchanges of the exchange, the requirements of the relevant rules will come into effect.

33. The implementation period of this agreement is from 1 January, 2022 to 31 December, 2024, a total of three years.

34. If the related party or the service provider is unable to perform its obligations under the agreement due to its liquidation or closure, this agreement shall be automatically terminated. The reorganization or merger of one party to this agreement does not cause any inability to perform the contract and is subject to this agreement. Both parties have previously approved the other party to carry out the above-mentioned reorganization and merger.

35. Termination of this Agreement will not affect any rights or responsibilities of either party to this Agreement that have arisen under this Agreement.

Performance of the agreement

36. If any transaction under this Agreement and the modification, variation, revocation or re-signature of this Agreement constitutes a connected transaction under the Rules Governing the Listing of Securities on the Growth Enterprise Market, such transaction shall have The Exchange Limited's waiver or independent shareholders' approval or subject to compliance with any other requirements of the GEM Rules Governing the Listing of Securities on connected transactions may proceed.

37. If the exemption from the Hong Kong Stock Exchange or the approval of the independent shareholders of the listed company is conditional, this agreement shall be performed in accordance with the conditions attached.

38. If the total amount and proportion of connected transactions per year do not exceed the approved and approved connected transaction proportion caps and monetary caps that meet the requirements of the Listing Rules. Both parties shall implement the upper limit of the proportion of 39%. In the event that the upper limit of the proportion may be exceeded, Party A shall be responsible for transferring the

service activities of related products, regions and projects to a third-party service provider after 30 days of notice in advance.

39. The total amount of connected transactions may exceed the upper limit for the year. Both parties agree to notify and apply to The Stock Exchange of Hong Kong Limited as soon as possible to increase the total amount for the year and to convene an independent shareholders meeting of the buyer in accordance with the Rules Governing the Listing of Securities on the Growth Enterprise Market to seek independent shareholders of the buyer. Approval and disclosure to the public, and prior to obtaining the approval of the new total amount from The Stock Exchange of Hong Kong Limited and the independent shareholders of the purchaser, both parties agree to procure the transaction to be limited to the total amount for the year.

40. If the waiver of the Hong Kong Stock Exchange for any transaction under this Agreement is invalidated, withdrawn or revoked, and the transaction fails to comply with the applicable requirements for connected transactions under the Rules Governing the Listing of Securities on the Growth Enterprise Market, then this Agreement is related to such transaction performance terminated.

41. If the Hong Kong Stock Exchange has any comments or requirements on the content of this agreement, or in order to comply with any requirements of the Rules Governing the Listing of Securities on the Growth Enterprise Market, both parties agree to follow the opinions, requirements of The Stock Exchange of Hong Kong Limited or the requirements of the Rules Governing the Listing of Securities on the Growth Enterprise Market, make corresponding amendments to the relevant provisions of this Agreement.

Notice

42. Any notice served on the other party under this Agreement shall be in writing and transmitted to the address set forth at the beginning of this Agreement, or the address, telex, telex or facsimile updated by either party to this Agreement shall be notified in writing from time to time to the other party number.

43. Any such notice shall be hand delivered or postal or transmitted by telex, telex or facsimile. If any notice is delivered by hand, it shall be deemed to have been delivered when it is delivered; if it is delivered by post, the date of receipt indicated on the return receipt shall be the date of delivery; if it is delivered by telex, telegram or fax, the reply shall be received code is deemed delivered.

Something else

44. This agreement is in quadruplicate, each party to this agreement holds two copies, which shall be submitted to the relevant agencies for record (if necessary).

Sign

For and on behalf of
China Health Group Inc.
中國醫藥集團有限公司
CHINA HEALTH GROUP INC. (stamp)

Guo Xia(signature) : 

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Authorised Signature(s)

no.
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