

Consultancy Agreement

China NT Pharma Group Company Limited

and

Green-Life Technology (Hong Kong) Company Limited

and

Gao Gui

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THIS AGREEMENT is made on
BETWEEN:

- (1) **CHINA NT PHARMA GROUP COMPANY LIMITED**, a limited liability company incorporated in Cayman Island (company number 237710) whose registered office is at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the "**Listco**", together with its subsidiaries, the "**Group**" and "**Group Company**" means any one of them);
- (2) **GREEN-LIFE TECHNOLOGY (HONG KONG) COMPANY LIMITED**, a limited liability company incorporated in Kong Kong (company number 2199086) whose registered office is at 28/F, The Wellington, 198 Wellington Street, Sheung Wan, Hong Kong (the "**Company**"); and
- (3) **GAO GUI** holder of passport number 491037589 of United States of America (the "**Consultant**").

WHEREAS

- A. The Listco is a limited liability company whose shares are listed on the Stock Exchange with stock code 1011 and is engaged in the business of, including but not limited to, research and development, manufacturing, sales and distribution of pharmaceutical products.
- B. The Company is a wholly-owned subsidiary of the Listco and is the licensee of the Commercialisation Rights, and is principally engaged in the Business.
- C. The Company desires to engage the Consultant, and the Consultant desires to accept such engagement on the terms and conditions set out in this Agreement.

NOW THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

- 1.1 In this Agreement the following words and expressions shall have the following meanings, unless the context otherwise requires:

"Business" means the business of research and development and commercialisation of the Technology and the Products;

"Commercialisation Rights" means the exclusive and perpetual rights to commercialise the Technology in the Territories;

"Consideration Shares" means 9,463,732 new shares of the Listco to be allotted and issued to the Consultants at the issue price of HK\$0.20 per share as consideration for the Services pursuant to the terms and conditions of this Agreement;

"Encumbrance" means (a) any option, right to acquire, right of pre-emption, mortgage, charge, pledge, lien, hypothecation, title creation, right of set off, counterclaim, trust arrangement or other security interest or arrangement or restriction of any kind; (b) any arrangement whereby any rights are subordinated to any rights of any third party; and (c) the interest of a vendor or lessor under any conditional sale agreement, lease, hire purchase agreement or other title retention arrangement;

"First Lock-Up Period" means the 12 months' period commencing from the date of issue of the First Lock-Up Shares;

"First Lock-Up Shares" means 6,309,155 Consideration Shares that are to be issued and allotted to the Consultant;

"HK\$" means the lawful currency of Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;

"Licensor" means Abcentra LLC, a clinical-stage company incorporated in Delaware, the United States of America with limited liability;

"PRC" means the People's Republic of China (and solely for the purpose of this Agreement, excluding Hong Kong, Macau Special Administrative Region and Taiwan);

"Products" means the product(s) to be developed from the Technology;

"Second Lock-Up Period" means the 12 months' period commencing from the expiry of the First Lock-Up Period;

"Second Lock-Up Shares" means 3,154,577 Consideration Shares that are to be issued and allotted to the Consultant;

"Stock Exchange" means The Stock Exchange of Hong Kong Limited;

"Technology" means all technology relating to the monoclonal antibody i.e. Oritumab developed by the Licensor for the treatment of atherosclerotic cardiovascular diseases, psoriasis, rheumatoid arthritis, systemic lupus erythematosus and calcified aortic valve diseases (each an indication of the Product); and

"Territories" means the PRC, Hong Kong, Macau, Taiwan, Singapore, Malaysia and Thailand;

1.2 In this Agreement unless otherwise specified, reference to:

- (a) a Party means a Party to this Agreement and includes its permitted assignees and/or the successors in title to substantially the whole of its undertaking;
- (b) a person includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- (c) a statute or statutory instrument or any of their provisions is to be construed as a reference to that statute or statutory instrument or such provision as the same may have been or may from time to time hereafter be amended or re-enacted;
- (d) recitals, clauses, paragraphs or schedules are to recitals, clauses and paragraphs of and schedules to this Agreement. The schedules form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the recitals and the schedules; and
- (e) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 The index to and the headings in this Agreement are for information only and are to be ignored in construing the same.

2. SERVICES

2.1 The Company shall engage the Consultant as an independent service provider, and the Consultant shall accept such engagement to provide the following services in cooperation with the Company and in relation to the Business of the Company from time to time as may be requested by the Company and/or any of its affiliates within the Group, including, but not limited to, assisting the board of directors of the Company and its affiliates and their respective representatives, management teams, employees, agents and/or advisors to:

- (a) Supervise the search and development of the Technology and Product registration with the relevant regulatory authorities in the PRC;
- (b) Develop research plan for clinical trials of the Technology;
- (c) Participate in statistical work on the clinical research results;
- (d) Attend to and supervise all research procedures of the Technology and the Product;
- (e) Submit clinical application of the Technology to various authorities and responding to enquiries in relation thereto;
- (f) communicate, consult and coordinate with and respond, in a timely manner, to the relevant government authorities, agencies, regulators, officials and representatives in respect of all matters relating to the Business;
- (g) provide assistance to and applicable information for the Company to obtain the necessary consents, approvals, permits and licences, as applicable, in relation to the Business and operation of the Company and its subsidiaries;
- (h) provide advice and/or communicate with senior management of the Company and its subsidiaries, including without limitation, advice regarding the operation and business development of the Business;
- (i) provide advice and/or communicate with major suppliers of the Company;

(collectively the "**Services**") whereby the Consultant as requested by the Company shall actively carry out liaison, consultation and negotiation with the competent government authorities, agencies, regulators, customers, suppliers and various related parties to the Business or the Company.

2.2 The Consultant shall devote such of his time and attention to faithfully serve the Company, and act independently on its own behalf in performing the Services with utmost care, skill and diligence and in a proper and efficient manner, and shall promptly disclose to the board of directors of the Company any actual or potential conflict of interest should the same arise in the course of the engagement of the Services or during the Term.

3. TERM OF SERVICES

3.1 The engagement of the Consultant to provide the Services as an independent service provider of the Company shall be deemed to have commenced on _____ and shall, subject to the provisions for earlier termination set out in this Agreement, continue thereafter until (i) three (3) years from the date of the commencement date of this Agreement; or (ii) the start of mass production of the first indication of the Product (whichever is later) (the "**Term**"). The Term may be extended on such terms and conditions and for such further period as the Parties may agree in writing.

4. **CONSULTANCY FEE**

4.1 As a consideration for the Services, the Listco will issue and allot the Consideration Shares to the Consultant subject to the following conditions being satisfied:

- (a) the passing by the resolutions of the shareholders of the Listco at the general meeting to approve the allotment and issue of the Consideration Shares by the Listco under the specific mandate; and
- (b) the Stock Exchange having granted approval for the listing of, and permission to deal in, the Consideration Shares.

4.2 The Consultant hereby undertakes that:

- (a) he shall not offer, sell, contract to sell, transfer, pledge, create any Encumbrances over or otherwise dispose of, directly or indirectly, the First Lock-Up Shares, enter into transaction(s) which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the First Lock-Up Shares during the First Lock-Up Period without the prior written consent of the Company; and
- (b) he shall not offer, sell, contract to sell, transfer, pledge, create any Encumbrances over or otherwise dispose of, directly or indirectly, the Second Lock-Up Shares, enter into transaction(s) which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Second Lock-Up Shares during the Second Lock-Up Period without the prior written consent of the Company.

4.3 The Consultant shall be responsible for all tax liabilities or similar contributions in respect of all fees and payments payable to the Consultant under this Agreement, and shall indemnify the Company and its affiliate(s) within the Group against all claims that may be made by the relevant authorities against the Company or any of its affiliates within the Group in respect of any tax liabilities or similar contributions arising from or in connection with the provision of the Services provided under this Agreement and all expenses incurred by the Company and its affiliate(s) within the Group in relation thereto.

5. **EXPENSES**

5.1 The Company shall reimburse the Consultant (within 30 days upon production of such evidence and supporting documents as the Company may reasonably require) the amount of all travelling and other expenses properly and reasonably incurred by him in the course of providing the Services, provided that the Company shall not be obliged to reimburse any expense which is incurred without prior approval of the Company.

5.2 Except to the extent as specified in clause 5.1 above, the Consultant shall perform the Services at his own costs and expenses.

6. **LIABILITIES AND INDEMNITY**

6.1 The Consultant shall indemnify the Company, its affiliates within the Group (collectively, "**Indemnified Parties**") against, and hold each of the Indemnified Parties harmless from, all damages and liabilities, if any, that may be sustained by any such Indemnified Parties due to the gross negligence or misconduct of the Consultant or any of his employees, associates, agents and advisors in performing any part of the Services.

6.2 This clause 6 shall survive notwithstanding the termination of this Agreement.

7. TERMINATION BY EVENTS OF DEFAULT

7.1 Notwithstanding any other provision of this Agreement, the Company shall be entitled to terminate the engagement of the Services with immediate effect without any compensation to the Consultant, if the Consultant shall at any time:

- (a) fail or neglect to discharge the Services or is guilty of any breach of the obligations under this Agreement (and to the extent that such breach is capable of remedy, shall fail to remedy such breach within fourteen (14) days after notice is given by the Company);
- (b) becomes bankrupt or makes any arrangement or composition with or for the benefit of his creditors;
- (c) becomes of unsound mind or become a patient under the Mental Health Ordinance (Chapter 136 of the laws of Hong Kong); or
- (d) by his acts or omissions (whether in the course of his duties or otherwise) (in the opinion of the board of directors of the Company) brings or is likely or calculated to bring himself, the name or reputation of the Company or any Group Company into disrepute or to prejudice the interests of the business of the Company or any Group Company.

7.2 Without prejudice to any accrued rights or remedies of the Company under or pursuant to this Agreement, the Company may, at any time during the Term, terminate this Agreement forthwith without cause.

7.3 The Parties may terminate this Agreement by mutual agreement in writing.

8. CONFIDENTIALITY

8.1 The Consultant shall not make use of or disclose to any person of any trade secrets or information (whether it is marked confidential) concerning any part of the Services, the Business, customers, suppliers, finance or affairs of the Company or any of its affiliates, including those within the Group Company or any person having dealings with the Group Company.

8.2 The restrictions contained in this clause shall not apply to information to the extent it is used or disclosed in the proper performance of the Services, or is ordered to be disclosed by a court of competent jurisdiction, or is required to be disclosed by law, or becomes public knowledge other than through a breach of the provision of this clause by the Consultant.

8.3 This clause shall survive notwithstanding the termination of this Agreement.

9. ASSIGNMENT

Save as provided under this Agreement, none of the rights and obligations under this Agreement may be assigned or transferred without the prior written consent of the Parties. If any part of the Business is transferred to any third Party during the Term, the Consultant acknowledges that the Company may assign its rights and obligations under this Agreement to such third party. The Consultant undertakes that it shall, and shall procure that his employees, associates, agents and advisors shall, execute all the documents, deeds or instruments necessary to effect such assignment or transfer.

10. AMENDMENT AND EFFECTIVENESS

10.1 No amendment to this Agreement shall be valid and effective unless it is in writing and duly signed by each of the Parties.

10.2 The provisions of this Agreement are severable. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the continuance in force of the remainder of this Agreement.

11. **OTHERS**

11.1 Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee as between the Company and the Consultant, or as between the Company and any employee, associate, agent or advisor of the Consultant.

11.2 Nothing in this Agreement shall constitute the Parties as partners, joint venture parties or agents of each other in any way and no authority or right is conferred upon the Consultant by this Agreement to assume any obligation of any kind express or implied on behalf of the Company (or any of its affiliates within the Group) or to bind or commit the Company (or any of its affiliates within the Group) in any way.

11.3 Neither the Consultant nor his employees, associates, agents and advisors shall, directly or indirectly, accept any commission, rebate, discount or gratuity, in cash or in kind (other than gifts of de minimis value), from any person who has or is likely to have a business relationship with the Company (or any of its affiliates within the Group).

11.4 This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

12. **GOVERNING LAW AND JURISDICTION**

12.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with Hong Kong law.

12.2 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, interpretation or termination ("**Dispute**") shall be settled through friendly consultations between the Parties. If no settlement is reached within twenty (20) Business Days from the date one Party notifies another Party or Parties in writing that a Dispute has arisen, such Dispute shall then be referred to and finally resolved by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with such Rules.

12.3 The language of the arbitration shall be English. The arbitration tribunal (the "**Tribunal**") shall consist of three (3) arbitrators, one (1) arbitrator shall be appointed by the claimant(s) and one (1) arbitrator shall be appointed by the respondent(s). The two arbitrators so appointed shall jointly select the third arbitrator.

12.4 Any award made by the Tribunal shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

12.5 The costs of arbitration and the costs of enforcing the arbitration award (including witness expenses and reasonable legal fees) shall be borne by the losing party, unless otherwise determined by the arbitration award.

12.6 When any Dispute occurs and when any Dispute is under arbitration or any other proceedings, the Parties shall continue to exercise their respective rights and fulfil their obligations under this Agreement.

IN WITNESS whereof this Agreement has been executed on the date first above written.

Executed by)
for and on behalf of **CHINA NT PHARMA**)
GROUP COMPANY LIMITED)
)

Authorised Signatory

Executed by)
for and on behalf of **GREEN-LIFE**)
TECHNOLOGY (HONG KONG))
COMPANY LIMITED)

Authorised Signatory

Executed by **Gao Gui**)
)
)
)

SIGNED IN THE PRESENCE OF:

(Signature of Witness)

(Print Name of Witness)