

Dated the 30th day of June 2021

**BETTERS MEDICAL INVESTMENT  
HOLDINGS LIMITED (百德医疗投资控股有限公司)  
(the “COMPANY”)**

**TYCOON CHOICE GLOBAL LIMITED  
(the “BVI COMPANY”)**

**BAIDE MEDICAL INVESTMENT COMPANY LIMITED  
(百德医疗投资有限公司) (the “HK COMPANY”)**

**WU HAIMEI (吴海梅)  
(the “FOUNDER”)**

**AUTO KING INTERNATIONAL LIMITED  
(the “FOUNDER HOLDCO”)**

**THE PARTIES LISTED ON SCHEDULE 1-B  
(the “PRC COMPANIES”)**

**and**

**THE PARTIES LISTED ON SCHEDULE 2  
(the “INVESTORS”)**

**SUBSCRIPTION AGREEMENT  
for the subscription of  
Preference Shares in  
Bettters Medical Investment Holdings Limited**

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**THIS AGREEMENT** is made on the 30th day of June 2021

**BY AND AMONG:**

- (1) **BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED** (百德医疗投资控股有限公司), a company incorporated under the Laws of the Cayman Islands, whose registered office is at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands and its principal place of business in Hong Kong of Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong (the “**Company**”);
- (2) **TYCOON CHOICE GLOBAL LIMITED**, a company incorporated under the Laws of the British Virgin Islands, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands (the “**BVI Company**”);
- (3) **BAIDE MEDICAL INVESTMENT COMPANY LIMITED** (百德医疗投资有限公司), a company incorporated under the Laws of Hong Kong, whose registered office is at Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong (the “**HK Company**”);
- (4) **WU HAIMEI (吴海梅)**, a PRC citizen with PRC identity card number 350321198107131567 (the “**Founder**”);
- (5) **AUTO KING INTERNATIONAL LIMITED**, a company incorporated under the Laws of the British Virgin Islands, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands (the “**Founder Holdco**”, together with the Founder, the “**Founder Parties**”);
- (6) The entities as set forth in Schedule 1-B (each a “**PRC Company**”, and collectively, the “**PRC Companies**”); and
- (7) Each of the Persons set forth in Schedule 2 attached hereto (each an “**Investor**”, and collectively, the “**Investors**”).

**WHEREAS:**

- (A) The Company is a company incorporated under the Laws of the Cayman Islands. The short particulars of the Company and the fully-diluted and as-converted capitalization of the Company immediately prior to and after the Closing are set forth in Schedule 1-A.
- (B) Each Investor is desirous and has agreed, severally but not jointly, to subscribe for certain Preference Shares of the Company at the applicable Subscription Consideration, and the Company has agreed to issue certain Preference Shares to each Investor at the applicable Subscription Consideration upon Closing, subject to and on the terms and conditions set forth in this Agreement.
- (C) The Founder holds 100% of the equity interests in the Founder Holdco, which in turn holds approximately 60.10% of the equity interests in the Company, and has agreed to enter into this Agreement to provide certain representations, warranties, undertakings and indemnities in the manner hereinafter appearing.

THE PARTIES AGREE AS FOLLOWS:

**1 INTERPRETATION**

- 1.1 In this Agreement (including the Recitals and Schedules), unless the context otherwise requires, the following expressions shall have the following meanings:

“**2018-2020 Actual Net Profit**” has the meaning set forth in Clause 8.2;

“**2018-2020 Preliminary Net Profit**” has the meaning set forth in Clause 8.2;

“**2021 Actual Net Profit**” means the net income attributable to shareholders (expressed in RMB) based on the Audited Accounts for the financial year ending December 31, 2021, but excluding non-recurrent revenue, profit or loss;

“**2021 Target Net Profit**” means RMB91,700,000;

“**2021 Valuation Shortfall**” means the amount calculated pursuant to Clause 8.1 of this Agreement;

“**2022 Actual Net Profit**” means the net income attributable to shareholders (expressed in RMB) based on the Audited Accounts for the financial year ending December 31, 2022, but excluding non-recurrent revenue, profit or loss;

“**2022 Target Net Profit**” means RMB126,000,000;

“**2022 Valuation Shortfall**” means the amount calculated pursuant to Clause 8.1 of this Agreement;

“**Actions**” has the meaning set forth in Clause 6.1;

“**Affiliate**” means, (i) of a Person other than a natural person, any other Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with, such given Person; (ii) of a Person who is a natural person, any other Person that directly or indirectly is Controlled by such given Person or is an immediate family member of such given Person. In addition, the Affiliates of the Company shall also include (i) legal Persons, other organizations and natural persons which directly or indirectly hold more than 5% of equity interest in/shares of the Company and the directors, supervisors, senior officers and Affiliates of such legal Persons and other organizations; and (ii) directors, supervisors and senior officers of the Company. With respect to any Investor, “Affiliates” shall also include (i) its shareholders (including direct and indirect shareholding), (ii) its general partners or limited partners, or the general partners or limited partners of its shareholders, and (iii) its fund manager or the fund manager managing its shareholders, and other funds managed by such fund managers (for the avoidance of doubt, excluding their respective portfolio companies). For the avoidance of doubt, the Investors shall not be deemed to be an Affiliate of any Group Company;

“**Agreement**” means this agreement as may be supplemented or amended from time to time;



**“Approval”** means any approval, authorization, license, permit, release, order, or consent required to be obtained from, or any registration, qualification, designation, declaration, filing, notice, statement or other communication required to be filed with or delivered to, any Regulatory Authority or any other Person, or any waiver of any of the foregoing.

**“Audited Accounts”** has the meaning set forth in Clause 10.2(d);

**“Bank of CITIC”** has the meaning set forth in Clause 3.1.1(q);

**“Bank of Jiangsu”** has the meaning set forth in Clause 3.1.1(q);

**“Bank of Nanjing”** has the meaning set forth in Clause 3.1.1(q);

**“Board”** means the board of directors of the Company;

**“BOCI Costs”** has the meaning set forth in Clause 16.3;

**“BOCI Director”** means the director to be appointed by BOCI to the Board as of the Closing.

**“Business Day”** means any day (excluding Saturdays, Sundays and public holidays in Hong Kong or the PRC, as applicable, or days on which a tropical cyclone warning No. 8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9 a.m. and 5 p.m.) on which licensed banks generally are open for business in Hong Kong or the PRC, as applicable;

**“CIETAC”** has the meaning set forth in Clause 16.9;

**“Circular 37”** means the Notice on Relevant Issues Concerning Foreign Exchange Administration for Domestic Residents to Engage in Overseas Financing and Round Trip Investment via Overseas Special Purpose Companies (《国家外汇管理局关于境内居民通过境外特殊目的公司境外投融资及返程投资外汇管理有关问题的通知》) issued by SAFE on July 14, 2014, and its amendment and interpretation promulgated by SAFE from time to time;

**“Closing”** means completion of the subscription for the Subscription Shares pursuant to Clause 3.3.1;

**“Closing Date”** has the meaning set forth in Clause 3.3.1;

**“Company Affiliate”** has the meaning set forth in Clause 4.1.1(v);

**“Company Security Holder”** has the meaning set forth in Clause 4.1.1(c)(ix);

**“Competitive Business”** means any business in competition with or likely to be in competition with any existing business activity of any Group Company or be in competition with any Group Company in any business activities in which such Group Company may engage in the future;

**“Contract”** means, as to any Person, any contract, agreement, undertaking, understanding, arrangement, indenture, note, bond, loan, instrument, lease, mortgage, deed of trust,

franchise, or license to which such Person is a party or by which such Person or any of its property is bound, whether oral or written;

**“Control”** of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, contractual arrangement or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members of shareholders of such Person or power to control the composition of the board of directors or similar governing body of such Person; and the term **“Controlled”** has the meaning correlative to the foregoing;

**“Directors”** means any director(s) of the Company from time to time;

**“Disclosure Schedule”** has the meaning ascribed to it in Clause 4.1.1;

**“Draft Financial Statements”** has the meaning set forth in Clause 4.1.1(h);

**“Encumbrance”** means any option, right to acquire, right of pre-emption, mortgage, charge, pledge, lien, hypothecation, title retention, right of set off, counterclaim, trust arrangement or other security or any equity or any restriction on the use, voting, transfer, receipt of income, or exercise of any attributes of ownership;

**“Environmental Laws”** means all Laws of any jurisdiction where a Group Company is or has engaged in business activities relating to pollution or protection of human health or the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum, and petroleum products;

**“Existing Shareholder(s)”** means shareholder(s) of the Company prior to as of the Closing;

**“FCPA”** has the meaning set forth in Clause 4.1.1(v);

**“Final Financial Statements”** has the meaning set forth in Clause 8.2;

**“Financial Statements Date”** has the meaning set forth in Clause 4.1.1(h);

**“Further Shares”** means any additional shares of the Company which may be allotted and issued or transferred to the Investors pursuant to the capitalisation issue(s) in connection with the Listing (whether or not in respect of or in connection to the Subscription Shares);

**“Government Entity”** has the meaning set forth in Clause 4.1.1(v);

**“Government Official”** has the meaning set forth in Clause 4.1.1(v);

**“Group”** or **“Group Companies”** means collectively, the Company, the BVI Company, the HK Company, the PRC Companies, each Person (except individuals) Controlled by the Company and their respective Subsidiaries from time to time (each a **“Group Company”**), unless the text specifically indicates otherwise.

“**Group Company Technology**” has the meaning set forth in Clause 4.1.1(l)(i);

“**Governmental Authorizations**” has the meaning set forth in Clause 4.1.1(o);

“**Governmental Order**” means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, ordinance, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any competent Regulatory Authority;

“**Guangzhou Xingsheng**” has the meaning set forth in Clause 5.2(i);

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**HK\$**” means the lawful currency of Hong Kong;

“**IFRS**” means the International Financial Reporting Standards;

“**Indemnifiable Loss**” has the meaning set forth in Clause 6.1;

“**Investor Information**” has the meaning set forth in Clause 11.2(a);

“**Investor’s Warranties**” has the meaning set forth in Clause 4.2.1;

“**Key Employees**” means the individuals identified in Schedule 3;

“**Land Use Right**” has the meaning set forth in Clause 4.1.1(x);

“**Law**” or “**Laws**” means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental Approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Regulatory Authority, in each case as amended, and any and all applicable Governmental Orders.

“**Lease**” has the meaning set forth in Clause 4.1.1(x);

“**Liabilities**” or “**Liability**” means, with respect to any Person, all debts, obligations, liabilities owed by such Person of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due;

“**Listing**” means the listing of the Ordinary Shares on a recognized stock exchange pursuant to a Qualified IPO;

“**Listing Date**” means the date on which the listing of the Ordinary Shares commence on a recognized stock exchange pursuant to a Qualified IPO;

“**Listing Rules**” means the Rules Governing the Listing of Securities on the Main Board of the Stock Exchange of Hong Kong Limited, if the Company is to be listed in Hong Kong, or the rules governing the listing of the securities in other jurisdictions, as applicable;

**“Long Stop Date”** has the meaning set forth in Clause 15.1(c);

**“Material Adverse Change”** means any of the following circumstances, changes or effects involving the Group that, individually or together with other events, occurrences, facts, conditions or developments that: (a) have, or could reasonably expected to have, adverse effect to the operations, business, Listing, or in the financial or trading position of the Company and/or of the Group as a whole which has resulted in a reduction of 20% in the Group’s net asset value as compared with the net assets of the Group as stated in its audited consolidated financial statements for immediately preceding financial year; or (b) results in the Group and/or any of the Founder Parties to have materially breached any of the Transaction Documents;

**“Material Contract”** has the meaning set forth in Clause 4.1.1(m);

**“MOC”** means the Ministry of Commerce of the PRC or its local counterparts;

**“Nanjing Changcheng”** means Nanjing Changcheng Medical Equipment Company Limited (南京长城医疗设备有限公司), a company established in the PRC with limited liability and an indirect wholly-owned Subsidiary of the Company;

**“Ordinary Shares”** means ordinary shares with a par value of HK\$0.01 each in the capital of the Company from time to time and any shares issued in exchange therefor by way of conversion or reclassification and any shares representing or deriving from such shares as a result of any increase in or reorganization or variation of the capital of the Company;

**“Parties”** means the named parties to this Agreement and their respective successors and permitted assigns and **“Party”** means each one of them;

**“Person”** means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprises, entity or legal person;

**“PRC”** means the People’s Republic of China, but solely for purposes of this Agreement and the other Transaction Documents, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the Islands of Taiwan;

**“PRC Anti-Corruption Laws”** has the meaning set forth in Clause 4.1.1(v);

**“PRC Companies”** and **“PRC Company”** are defined in introductory paragraph (6) of this Agreement.

**“Preference Shares”** means convertible redeemable preference shares of the Company, par value HK\$0.01 per share, with the rights, privileges and restrictions as set forth in this Agreement and the Restated Articles;

**“Proprietary Rights”** means any and all worldwide, international, PRC, or foreign registered patents, all patent rights and all applications therefore and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof, inventions (whether patentable or not), discoveries, improvements, concepts, innovations, industrial models, registered and unregistered copyrights, copyright registrations and applications, author’s rights, works of authorship (including artwork of

any kind and software of all types in whatever medium, inclusive of computer programs, source code, object code and executable code, and related documentation), URLs, web sites, web pages and any part thereof, technical information, know-how, trade secrets, drawings, designs, design protocols, specifications for parts and devices, quality assurance and control procedures, design tools, manuals, research data concerning historic and current research and development efforts, including the results of successful and unsuccessful designs, databases and proprietary data, proprietary processes, proprietary rights, technology, engineering, discoveries, formulae, algorithms, operational procedures, trade names, trade dress, trademarks, domain names, service marks, mask works, and registrations and applications therefore, the goodwill of the business symbolized or represented by the foregoing, customer lists and other proprietary information and common law rights.

**“Prospectus”** means the prospectus of the Company to be prepared for the Listing;

**“Qualified IPO”** means a public offering of Ordinary Shares (or securities representing such Ordinary Shares) on the Main Board of the Stock Exchange, Nasdaq, New York Stock Exchange or any other comparable internationally recognized stock exchange approved by the Investors with a market capitalization of the Group excluding the amount of proceeds obtained from the Listing (i.e., excluding the market value corresponding to newly issued shares in the public offering of the Company) being not less than RMB2.5 billion (or equivalent amount in other currencies);

**“Regulatory Authorities”** means any nation or government, or any federation, province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the PRC, the Cayman Islands, the British Virgin Islands, Hong Kong or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization, including without limitation, the MOC, SAFE, the Stock Exchange and the SFC;

**“Related Parties”** means any employee, officer or director of the Group, any Subsidiary or member of such person’s immediate family, or any corporation, partnership, limited liability company, trust, joint venture or other entity, association or group in which such person is an officer, director or partner, or in which such person has an ownership interest or otherwise controls; a person controls another person if he has the ability to manage or direct the business and affairs of that person as a result of his position as a director of that person or his ownership of more than 50% of voting securities of that person;

**“Reorganization”** means the corporate reorganization of the Group to the effect that all the PRC Companies shall be financially consolidated into the Group in preparation for the Listing as described in the Prospectus;

**“RMB”** means the lawful currency of the PRC;

**“Restated Articles”** has the meaning set forth in Clause 2.1;

**“SAFE”** means the State Administration of Foreign Exchange of the PRC or its local counterparts;

“**SAFE Rules and Regulations**” has the meaning set forth in Clause 4.1.1(c)(ix);

“**Security**” or “**Securities**” means any ordinary or preference share or other ownership interest in any Person; any note, bond or other security which is convertible into, or exchangeable or exercisable for, or an option, warrant or other right to acquire, any equity interests in any Person; or any other equity or equity-linked security or other agreement or instrument issued by any Person;

“**SFC**” means the Hong Kong Securities and Futures Commission;

“**Shares**” means the Ordinary Shares and the Preference Shares;

“**Shareholder(s)**” means shareholder(s) of the Company from time to time;

“**Shareholders’ Agreement**” means the Shareholders’ Agreement among the Investors, the Company, the BVI Company, the HK Company, the PRC Companies, the Founder, the Founder Holdco, Brilliant Cut Limited, Daily Charm Holdings Limited, Cheer Aim Investments Limited, Cosmic Discovery Limited, Mighty Sino International Limited, Nation Hero International Limited, Rainbow Avenue Limited, Pride Supreme Limited, Good Hero Global Limited, Major Delight Limited, Success Avenue Limited, Tiger Global Limited and certain other parties to be entered into prior to as of the Closing in the form and substance set forth in Schedule 4;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**Submissions**” means the consultations, enquiries and submissions submitted or to be submitted to the Stock Exchange by the Group or its advisers, together with any and all further submissions and replies in connection therewith;

“**Subscription**” means the subscription by each Investor for the applicable Subscription Shares pursuant to this Agreement;

“**Subscription Consideration**” has the meaning set forth in Clause 2.1;

“**Subscription Shares**” has the meaning set forth in Clause 2.1;

“**Subsidiary**” means, with respect to any given Person, any other Person that is Controlled directly or indirectly by such given Person.

“**Suzhou Baide**” means Baide (Suzhou) Medical Company Limited (百德(苏州)医疗有限公司), a company established in the PRC with limited liability and an indirect wholly-owned Subsidiary of the Company;

“**Tax**” or “**Taxation**” means any form of taxation, duty, levy, withholding tax, transfer tax or other similar legally mandated contributions in the nature of tax imposed, collected, withheld or assessed by any regulatory or Regulatory Authority or body in the Cayman Islands, the PRC, Hong Kong, the British Virgin Islands or elsewhere in the world, whether levied by reference to income, profits, gains, asset value, turnover, added value or other reference and includes any related penalty, interest or fine arising from the late or non-payment thereof;

**“Tax Return”** means any return, report or statement showing Taxation, used to pay Taxation, or required to be filed with respect to any Tax (including any elections, declarations, schedules or attachments thereto, and any amendment thereof), including any information return, claim for refund, amended return or declaration of estimated or provisional Tax;

**“Tax Liability”** means any and all losses, liabilities, damages, suits, obligations, judgments or settlements or any kind (including all reasonable legal costs, costs of recovery and other expenses incurred by any Investor) resulting from any claim of taxation (including those resulting from cancellation or reclamation of tax benefits of any kind relating to the Group Companies) arising from an event relating to tax, whether occurring before or after the Closing;

**“Title to the Building”** has the meaning set forth in Clause 4.1.1(x);

**“Third Party Ordinance”** means Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong);

**“Transaction Documents”** means this Agreement, the Shareholders’ Agreement, the Restated Articles, the exhibits attached to any of the foregoing and any other document, certificate, and agreement delivered in connection with the transactions contemplated hereby and thereby;

**“United States”** shall mean the United States of America;

**“US\$”** means the lawful currency of the United States;

**“Valuation Adjustment”** means the amounts payable pursuant to Clause 8.1 of this Agreement;

**“Warrantors”** means the Founder, the Founder Holdco and the Group Companies (and each a **“Warrantor”**), unless the text specifically indicates otherwise;

**“Warrantors’ Warranties”** means the representations and warranties of the Warrantors set forth in Clause 4.1; and

**“WFOE”** means Baide (Guangdong) Capital Management Co., Ltd. (百德 (广东) 资本管理有限公司), a wholly-foreign owned enterprise established under the laws of the PRC.

1.2 In this Agreement:

- (a) the headings are inserted for convenience only and shall not affect the construction of this Agreement;
- (b) references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other statutory provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification);

- (c) all time and dates in this Agreement shall be Hong Kong time and dates except where otherwise stated;
- (d) unless the context requires otherwise, words incorporating the singular shall include the plural and vice versa and words importing a gender shall include every gender;
- (e) references herein to Clauses, Recitals and Schedule are to clauses and recitals of and schedules to this Agreement;
- (f) all Recitals, exhibit and Schedule form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals, Exhibit and the Schedule; and
- (g) the phrase “fully-diluted and as-converted” shall mean assuming conversion of all Preference Shares and exercise or conversion of any other outstanding options, warrants, or other convertible securities.

## **2 SUBSCRIPTION AND ISSUANCE OF PREFERENCE SHARES**

- 2.1 Subject to the terms and conditions of this Agreement, the Company hereby agrees to issue and allot to each Investor, and each Investor hereby agrees, severally but not jointly, to purchase from the Company, such number of Preference Shares (the “**Subscription Shares**” of such Investor) set forth opposite to such Investor’s name under the heading “Number of Shares” in Schedule 2 attached hereto, at a price set forth opposite to such Investor’s name under the heading “Subscription Consideration” in Schedule 2 attached hereto (the “**Subscription Consideration**” of such Investor), implying a post-valuation of the Company of RMB838,000,000. The Subscription Shares shall have the respective rights, privileges and restrictions as set forth in the Shareholders’ Agreement and Restated Articles of Association of the Company (the “**Restated Articles**”) in the form attached hereto as Schedule 5 to be adopted by the Company on or before the Closing Date.
- 2.2 The Company agrees that the Subscription Shares shall, when issued and fully paid, rank pari passu in all respects among themselves and with the other Preference Shares in issue or to be issued by the Company (if any) on or prior to the Closing Date.

## **3 CONDITIONS OF THE SUBSCRIPTION AND CLOSING**

### **3.1 CONDITIONS OF THE INVESTORS’ OBLIGATIONS AT CLOSING**

- 3.1.1 With respect to each Investor, the payment of the relevant Subscription Consideration hereunder shall be subject to the satisfaction (or written waiver by the relevant Investor) of each of the following conditions (except condition (h) which is only applicable to BOCI):
  - (a) all applicable Laws relevant to the Subscription and the Reorganization having been complied with by the Existing Shareholders and the Group Companies;
  - (b) all necessary consents and Approvals as may be required to be obtained in respect of the Subscription and the completion of transactions contemplated under this Agreement having been obtained by the Company (including but not limited to, (i)



all applicable consent by any competent Regulatory Authorities, and (ii) the waiver by the Existing Shareholders of any rights of first refusal, preemptive rights and all other similar rights in connection with the issuance of the Subscription Shares at the Closing) and the obtaining of such Approvals will not in any way cause any change to the agreed terms and conditions of any of the Transaction Documents;

- (c) all corporate actions and other proceedings in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions (other than those to be approved by such Investor) shall be reasonably satisfactory in substance and form to such Investor, and such Investor shall have received all the copies of documents evidencing such corporate actions and proceedings as it may request;
- (d) the Company having adopted the Restated Articles in the form attached hereto as Schedule 5, which shall become in full force and effect as of the date the shareholders' resolutions of the Company adopting the Restated Articles are passed;
- (e) the representations, warranties and undertakings given by the Warrantors under this Agreement remain true and accurate and not misleading, since the date of this Agreement and up to the Closing;
- (f) the undertakings and obligations required to be complied with or performed by the Warrantors under this Agreement before the Closing shall have been complied with and performed by such Warrantors, and the Warrantors shall have not breached any provision of this Agreement;
- (g) each of the Parties (other than such Investor) shall have executed and delivered the relevant Transaction Documents;
- (h) the Board shall be composed of three (3) Directors and the BOCI Director shall have been appointed to the Board, and all actions shall have been taken to appoint the foregoing BOCI Director as a director of the Company effective upon the Closing;
- (i) as of the Closing, each of the Group Companies continues to conduct their respective business in the ordinary course and consistent with their past practices, and there is no any facts or circumstances would have or have had a Material Adverse Change on the Group as a whole;
- (j) such Investor having undertaken to its reasonable satisfaction a due diligence review of the legal, financial and business position of the Group;
- (k) any loans due to or owing from the Company and/or any Group Companies to any of its Related Parties shall be reduced into agreements in writing and repaid in full on or before the Closing;
- (l) the Reorganization having been duly completed in accordance with all applicable Laws;
- (m) any loans due from the Founder Parties to the Company and/or any Group Companies shall be reduced into loan agreements in writing (specifying the interest

rate and term) in the form and substance set forth in Schedule 6 and repaid in full on or before the Closing;

- (n) such Investor having received to its satisfaction the legal opinions from (i) a law firm qualified to practice the Laws of the PRC concerning the litigation risks and legal consequences to the Company and the Founder in relation to the Suzhou Baide Law Suit referred to in Clause 4.1.1(n), on or before the Closing in the form and substance set forth in Schedule 7 - A; and (ii) a law firm that is qualified to practice the Laws of the Cayman Islands concerning the Company, on or before the Closing in the form and substance set forth in Schedule 7 - B;
- (o) Nanjing Changcheng shall have completed the renewal of its existing Production License of Medical Devices (《医疗器械生产许可证》) necessary for conducting its business operations with written evidence for the renewal delivered to BOCI;
- (p) the Key Employees shall have entered into the confidentiality and non-competition agreements with the Group Company, to the reasonable satisfaction of BOCI and to the extent permitted by the applicable Laws, each in the form and substance set forth in Schedule 8; and
- (q) all necessary written consents from (i) China CITIC Bank Corporation Limited Suzhou Branch (中信银行股份有限公司苏州分行, the “**Bank of CITIC**”) (in relation to the RMB Working Capital Loan Agreement (《人民币流动资金贷款合同》) entered into between the Bank of CITIC and Suzhou Baide dated 9 February 2021), (ii) Bank of Nanjing Co., Ltd. Jiangning Branch (南京银行股份有限公司江宁支行, the “**Bank of Nanjing**”) (in relation to the RMB Working Capital Loan Agreement (《人民币流动资金贷款合同》) entered into between the Bank of Nanjing and Nanjing Changcheng dated 29 March 2021), and (iii) Bank of Jiangsu Co., Ltd. Lishui Branch (江苏银行股份有限公司溧水支行, the “**Bank of Jiangsu**”) (in relation to the RMB Working Capital Loan Agreement (《人民币流动资金贷款合同》) entered into between the Bank of Jiangsu and Nanjing Changcheng dated 9 March 2021) for changing the respective registered capital and constitutional documents of Suzhou Baide and Nanjing Changcheng (if applicable) with respect to the transactions contemplated by this Agreement having been obtained;
- (r) there is no legally binding document executed by any Warrantor with a third party which prohibits or restricts the consummation of the transactions contemplated by this Agreement;
- (s) there is no Governmental Order which restrains, prohibits or otherwise prevents the consummation of the transactions contemplated by this Agreement;
- (t) a compliance certificate dated as of the Closing signed by each Warrantor or a duly authorized representative of each Warrantor, as applicable, certifying that all of the conditions set forth in this Clause 3.1.1 need to be fulfilled by any of them (unless otherwise waived by the Investors) have been fulfilled; and

- (u) the Company and the BOCI Director shall have entered into a director indemnification agreement, to the satisfaction of BOCI, in the form and substance set forth in Schedule 11.

3.1.2 Each Investor shall have the sole discretion to determine whether the conditions have been satisfied or waived; if certain conditions are only relevant or applicable to a certain Investor, then such Investor shall have the sole discretion to determine whether such conditions have been satisfied or waived.

### 3.2 CONDITIONS OF COMPANY'S OBLIGATIONS AT CLOSING

3.2.1 The obligation of the Company to issue and allot the relevant Subscription Shares to each Investor at the Closing, unless otherwise waived in writing by the Company, is subject to the fulfilment to the Company's satisfaction on or prior to the Closing of the following conditions:

- (a) such Investor shall have obtained Approval from its internal investment committee or decision-making department with respect to the transactions contemplated by this Agreement;
- (b) the representations and warranties given by such Investor under this Agreement remain true and accurate in all material respects, and not materially misleading, since the date of this Agreement and up to the Closing;
- (c) the undertakings and obligations required to be complied with or performed by such Investor under this Agreement before the Closing shall have been complied with and performed by such Investor, and such Investor shall have not breached any provision of this Agreement; and
- (d) such Investor shall have executed and delivered to the Company the relevant Transaction Documents to which it is a party.

3.2.2 The Company may at any time by notice in writing to the Investor waive the conditions (b), (c) and (d) set out in Clause 3.2.1. Condition (a) set out in Clause 3.2.1 cannot be waived by the Company.

### 3.3 CLOSING DELIVERABLES

3.3.1 Subject to the fulfillment or the waiver of the conditions to the Closing as set forth in Clause 3.1 and Clause 3.2, the allotment and issuance of the Subscription Shares shall take place simultaneously and remotely via the exchange of documents and signatures on a date that is ten (10) Business Days after the satisfaction or waiver of each condition to the Closing as set forth in Clause 3.1 and Clause 3.2, or at such other time and/or place as the Company and such Investor may agree in writing (the "Closing" with respect to such Investor, and the date such Closing occurs, the "Closing Date").

- (a) At the Closing, the Company shall:
  - (i) allot and issue to such Investor the Subscription Shares;

- (ii) deliver to such Investor a scanned copy of the duly executed share certificate of the Company in respect of the Subscription Shares issued in the name of such Investor, representing the Subscription Shares subscribed by such Investor, duly certified by a director of the Company to be a true and complete copy thereof (and the original share certificate duly executed and sealed in accordance with the Restated Articles shall be provided to such Investor within fifteen (15) Business Days after the Closing Date);
  - (iii) scanned copies of (a) a certified true copy of the register of members of the Company as at the Closing Date reflecting such Investor's ownership of the Subscription Shares, and (b) a certified true copy of the register of directors of the Company as at the Closing Date, reflecting the appointment of the BOCI Director designated by BOCI as contemplated by Clause 3.1.1(h) hereof, each certified by the Cayman registered office provider of the Company to be a true and complete copy thereof; and
  - (iv) a scanned copy of the shareholders' resolutions, and if necessary, board resolutions of the applicable Group Companies approving, among others, (i) the Transaction Documents and the transactions contemplated herein, (ii) the waiver by the Existing Shareholders of any rights of first refusal, preemptive rights and all other similar rights in connection with the issuance of the Subscription Shares at the Closing, and (iii) the appointment of the BOCI Director designated by BOCI as a director of the Company.
- (b) At the Closing, such Investor shall pay the relevant Subscription Consideration by electronic transfer of immediately available funds in HK\$ into the Company's account set forth in the table below. The RMB to HK\$ conversion rate shall be the average of the conversion rates published by the People's Bank of China during the ten (10) Business Days period ending on the day before the Closing Date.

Name of Bank	:	DBS Bank (Hong Kong) Limited
Swift Code	:	DHBKHKHH
Beneficiary Name	:	Betters Medical Investment Holdings Limited
Account Number	:	001639085

## 4 REPRESENTATIONS AND WARRANTIES

### 4.1 REPRESENTATIONS AND WARRANTIES OF THE WARRANTORS

- 4.1.1 Unless specifically indicated otherwise, each of the Warrantors hereby jointly and severally represents and warrants to each Investor that the statements in this Clause 4.1.1, except as set forth in the disclosure schedule attached hereto as Schedule 9 (the "**Disclosure Schedule**") (the contents of which shall also be deemed to be representations and warranties hereunder), are all true, accurate, complete and not misleading as of the date hereof and as of the date of the Closing (except for those representations and warranties that address matters only as of a particular date, which representations will have been true, accurate, complete and not misleading as of such particular date).

- (a) Organization, Good Standing and Qualification.

- (i) Each of the Group Companies is duly organized, validly existing and in good standing under, and by virtue of, the Laws of the place of its incorporation or establishment and has all requisite power and authority to own its properties and assets and to carry on its business as now conducted and as presently proposed to be conducted;
  - (ii) Each of the Company, the BVI Company and the HK Company is qualified to do business and is in good standing in each jurisdiction. Each of the PRC Companies is a company duly organized and existing under the Laws of the PRC, and has all powers and all governmental licenses, permits, Governmental Authorizations, consents and Approvals required to carry on its business as now conducted in all material aspects. Each of the PRC Companies has paid all such governmental fees, Taxes and stamp duty required to be paid by it under applicable PRC and other Laws prior to or upon the Closing. Copies of the business license, articles of association, and other organizational documents of each of the PRC Companies, as amended to date, have been delivered to the Investors and are true, correct and complete and are in full force and effect.
- (b) Subsidiaries (General). The Company does not presently own or Control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, association, or other Person, except for one hundred percent (100%) of the equity interests in the BVI Company, which directly owns one hundred percent (100%) of the equity interests in the HK Company, which in turn directly owns one hundred percent (100%) of the equity interests in the WFOE. The Company was formed solely to acquire and hold the equity interests in the BVI Company, and the BVI Company was formed solely to acquire and hold the equity interests in the HK Company, and the HK Company was formed solely to acquire and hold the equity interests in the WFOE. Since the formation of the Company, the BVI Company and the HK Company, each of the Company, the BVI Company and the HK Company has not engaged in any business operation, has no employee, no asset (other than holding the equity interests as mentioned above under this Clause 4.1.1(b)) and has not incurred any Liability. Each of the Company, the BVI Company, the HK Company and the WFOE is free and clear of all claims and Encumbrances, and no Person or entity other than the Company, the BVI Company and the HK Company has any right to participate in, or receive any payment based on any amount relating to, the revenue, income, value or net worth of the WFOE or any component or portion thereof, or any increase or decrease on any of the foregoing.
- (c) PRC Companies. Except as disclosed in Section 4.1.1(c) of the Disclosure Schedule:
  - (i) The registered capital of each of the PRC Companies has been paid in accordance with its articles of association.
  - (ii) One hundred percent (100%) of the equity interest of the WFOE is duly vested in the HK Company as the sole investor in and owner of the WFOE in accordance with applicable PRC Laws.

- (iii) There are no outstanding rights, or commitments made by each of the PRC Companies or any of its investors and owners, to issue, purchase or sell any equity interest in each of the PRC Companies, nor is there any Encumbrances on any equity interest in each of the PRC Companies.
- (iv) There are no bonds, debentures, notes or other indebtedness of any of the PRC Companies having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of equity interests of each of the PRC Companies may vote. There are no voting trusts, shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the equity interests to which of any of the PRC Companies is a party or is otherwise bound.
- (v) Each of the PRC Companies does not (i) maintain any offices or branches except for its registered office, or (ii) own any Subsidiaries (except that one or more of the PRC Companies may be Subsidiary(ies) of another PRC Company).
- (vi) The incorporation documents relating to each of the PRC Companies are valid and have been duly approved or issued (as applicable) by the competent Regulatory Authorities and are valid and in full force.
- (vii) All material consents, Approvals, Governmental Authorizations, permits or licenses required under PRC Laws for the due and proper establishment and operation of each of the PRC Companies as currently operated, or contemplated to be operated, have been duly obtained from the competent Regulatory Authorities and are in full force and effect.
- (viii) All filings and registrations with the competent Regulatory Authorities required in respect of each of the PRC Companies and its operations, including but not limited to the reporting procedure of MOC, the State Administration for Market Regulation, SAFE, tax bureau, customs authorities, product registration authorities and health regulatory authorities, as applicable, have been duly completed in accordance with the relevant Laws, including all required registrations conducted pursuant to Circular 37. None of the PRC Companies has received any letter or written notice from any relevant authority notifying any of the PRC Companies of the revocation of any Governmental Authorizations, permits or licenses issued to it for non-compliance or the need for compliance or remedial actions in respect of the activities carried out directly or indirectly by each of the PRC Companies.
- (ix) With respect to each holder or beneficial owner of an equity security of a Group Company (each, a “**Company Security Holder**”), who is a “Domestic Resident” as defined in Circular 37 (together with other applicable SAFE rules and regulations, including without limitation any amendment and/or restorations requirement, collectively the “**SAFE Rules and Regulations**”) and is subject to any of the registration or reporting requirements of under the applicable SAFE Rules and Regulations, have complied with all reporting and/or registration requirements (including

filings of amendments to existing registrations) under the applicable SAFE Rules and Regulations, if any, and have made all oral or written filings, registrations, reporting or any other communications required by SAFE or any of its local branches; Neither the Warrantors nor the Company Security Holders has received any oral or written inquiries, notifications, orders or any other forms of official correspondence from SAFE or any of its local branches with respect to any actual or alleged non-compliance with the SAFE Rules and Regulations and the Company and the Company Security Holders have made all oral or written filings, registrations, reporting or any other communications required by SAFE or any of its local branches.

- (x) The Reorganization have complied with all applicable Laws, including but not limited to compliance with the applicable Tax Laws (including, without limitation, the Warrantors have, and the Warrantors have caused each former and/or existing shareholder of the Group to, declare, repay and withhold the relevant income tax for the direct and indirect transfers of equity interests of the Group Companies in connection with the Reorganization), SAFE Rules and Regulations, and “Regulations on Foreign Investors’ Mergers and Acquisitions of Domestic Enterprises” (《关于外国投资者并购境内企业的规定》) promulgated by MOC on June 22, 2009, as amended from time to time.
- (xi) With respect to any material Land Use Right, building, property and investment held or leased by each of the PRC Companies, it has exclusive, full and unimpaired legal and beneficial ownership of its rights, leasehold interests, property and investments free from any mortgages or security interests of any nature, third party rights, conditions, orders or other restrictions and has obtained all necessary Approvals and effected all necessary registrations with competent Regulatory Authorities with respect thereto.
- (xii) Each of the PRC Companies has been conducting and will conduct its business activities within the permitted scope of business or is otherwise operating its business in full compliance with all relevant legal requirements, including producing, processing and/or distributing products with all requisite licenses, permits and Approvals granted by competent Regulatory Authorities.
- (xiii) No Group Company has any reason to believe that any Governmental Authorizations, licenses or permits requisite for the conduct of any part of each of the PRC Companies’ business which are subject to periodic renewal will not be granted or renewed by the relevant competent Regulatory Authorities.
- (xiv) There are no outstanding stock options with respect to each of the PRC Companies.
- (xv) There are no other companies, partnerships, joint ventures, associations or other entities in which each of the PRC Companies owns, of record or beneficially, any direct or indirect equity or other interest or any right (contingent or otherwise) to acquire the same.

- (xvi) Each of the PRC Companies owns free and clear from all Encumbrances and third party rights all properties and assets, including Proprietary Rights, necessary for its operations as presently conducted and as proposed to be conducted.
- (xvii) All applicable Laws with respect to the opening and operation of foreign exchange accounts and foreign exchange activities of each of the PRC Companies have been complied with, and all requisite Approvals from the SAFE in relation thereto have been duly obtained.

(d) Capitalisation

- (i) Share Structure Immediately Prior to the Closing. Schedule 1-A(i) sets forth a complete, true and accurate list of all outstanding holders of equity securities of the Company (on a fully-diluted and as-converted basis), indicating the type and number of equity securities held by each holder immediately prior to the Closing. Immediately prior to the Closing, the Company has an authorised ordinary share capital of HK\$380,000 divided into 38,000,000 Ordinary Shares, of which 10,000,000 Ordinary Shares are issued, outstanding and fully paid. Immediately prior to the Closing, before giving effect to the transactions contemplated hereby, there are (x) no options, warrants, conversion privileges, agreements or rights of any kind with respect to the issuance or purchase of the shares of the Company, and (y) except as contemplated in the applicable memorandum of association and/or articles of association of the Company, no shares (including the Subscription Shares) of the Company's outstanding share capital, are or will be subject to any preemptive rights, rights of first refusal or other rights of any kind to purchase such shares (whether in favor of the Company or any other person);
- (ii) Share Structure Immediately After the Closing. Schedule 1-A(ii) sets forth a complete, true and accurate list of all outstanding holders of equity securities of the Company (on a fully-diluted and as-converted basis), indicating the type and number of equity securities held by each holder immediately after the Closing. Immediately after the Closing, the Company has an authorised share capital of HK\$392,695 divided into (i) 38,000,000 Ordinary Shares, 10,000,000 of which are issued, outstanding and fully paid, and (ii) 1,269,500 Preference Shares, 1,269,500 of which are issued and outstanding. Immediately after the Closing, after giving effect to the transactions contemplated hereby, there are (x) no options, warrants, conversion privileges, agreements or rights of any kind with respect to the issuance or purchase of any shares of the Company, and (y) except as contemplated in the Shareholders' Agreement and the Restated Articles, no shares (including the Subscription Shares) of the Company's outstanding share capital, are or will be subject to any preemptive rights, rights of first refusal or other rights of any kind to purchase such shares (whether in favor of the Company or any other person).
- (iii) Reserved Shares. Immediately prior to the Closing, the Company has reserved a sufficient number of Ordinary Shares for issuance upon the



conversion of all of the issued and outstanding Preference Shares at the then applicable conversion rate set forth in the Restated Articles, as adjusted therein.

- (iv) Founder Holdco. The Founder is the sole legal and beneficial owner of the issued and outstanding share capital of the Founder Holdco. The Founder Holdco is a holding company and save for its shareholding in the Company, it has not carried out any business since the date of its incorporation and does not have any assets or Liabilities, and is free of any Encumbrances.

(e) Valid Issuance of Subscription Shares

- (i) The Subscription Shares, when allotted, issued and delivered in accordance with the terms of this Agreement, will be duly authorised and validly issued, fully paid, non-assessable, and will be free of any Encumbrances.
- (ii) All presently outstanding Ordinary Shares of the Company are duly and validly issued, fully paid and non-assessable and free of any Encumbrances, and such Ordinary Shares have been issued in full compliance with the requirements of all applicable Laws.

(f) Authority

Each Transaction Document is duly authorised, signed, executed and delivered by authorised officers, directors and shareholders (as applicable) of each Group Company and the Founder Holdco. Each Transaction Document constitutes a valid and legally binding obligation and enforceable against each Group Company and the Founder Holdco (as applicable) in accordance with their respective terms.

(g) Tax Matters

- (i) All Tax Returns required to be filed on or prior to the date hereof with respect to each Group Company have been duly and timely filed by such Group Company within the requisite period and completed on a proper basis in accordance with applicable Laws, and are up to date and correct. All Taxation owed by each Group Company (whether or not shown on every Tax Return) have been paid in full or provision for the payment thereof has been made. No deficiencies for any Taxation with respect to any Tax Returns have been asserted in writing by, and no notice of any pending action with respect to such Tax Returns has been received from, any Tax authority, and no dispute relating to any Tax Returns with any such Tax authority is outstanding or contemplated. Each Group Company has timely paid all Taxation owed by it which are due and payable (whether or not shown on any Tax Return) and withheld and remitted to the appropriate Regulatory Authority all Taxation which it is obligated to withhold and remit from amounts owing to any employee, creditor, customer or third party.
- (ii) No audit of any Tax Return of each Group Company and no formal investigation with respect to any such Tax Return by any Tax authority is currently in progress. No Group Company has waived any statute of

limitations with respect to any Taxation, or agreed to any extension of time with respect to an assessment or deficiency for such Taxation.

- (iii) No written claim has been received by the Company in a jurisdiction where the Group does not file Tax Returns that any Group Company is or may be subject to Taxation by that jurisdiction.
- (iv) The assessment of any additional Taxation with respect to the applicable Group Company for periods for which Tax Returns have been filed is not expected to exceed the recorded Liability therefor in the most recent balance sheet in the Draft Financial Statements, and there are no unresolved questions or claims concerning any Tax Liability of any Group Company. Since the Financial Statements Date, no Group Company has incurred any Liability for Taxation outside the ordinary course of business or otherwise inconsistent with past custom and practice. There is no pending dispute with, or notice from, any Tax authority relating to any of the Tax Returns filed by any Group Company, and there is no proposed Liability for a deficiency in any Tax to be imposed upon the properties or assets of any Group Company.
- (v) No Group Company has been the subject of any examination or investigation by any Tax authority relating to the conduct of its business or the payment or withholding of Taxation that has not been resolved or is currently the subject of any examination or investigation by any Tax authority relating to the conduct of its business or the payment or withholding of Taxation.
- (vi) All Tax credits and Tax holidays (if any) enjoyed by the Group Company established under the Laws of the PRC and under applicable Laws since its establishment have been in compliance with all applicable Laws and is not subject to reduction, revocation, cancellation or any other changes (including retroactive changes) in the future, except through change in applicable Laws published by relevant Regulatory Authority.
- (h) Financial Statements. The Company has provided to each Investor the draft audited consolidated balance sheets, cash flow statements and income statements of the Group Companies (yet to be signed off by the auditor) as of December 31, 2018, December 31, 2019, and December 31, 2020, and December 31, 2020 shall be referred to herein as the “**Financial Statements Date**” (all such financial statements being collectively referred to herein as the “**Draft Financial Statements**”). Such Draft Financial Statements (a) accord with the books and records of the respective Group Company, (b) are true, correct and complete and present fairly the financial condition and state of affairs of the respective Group Company at the date or dates therein indicated and the results of operations for the period or periods therein specified, and (c) have been prepared in accordance with the IFRS applied on a consistent basis, except, as to the unaudited financial statements, for the omission of notes thereto and normal year-end audit adjustments.

Specifically, but not by way of limitation, the respective balance sheets included in the Draft Financial Statements disclose all of the respective Group Company's debts, Liabilities and obligations of any nature, whether due or to become due, as

of their respective dates (including absolute, accrued, and contingent Liabilities) to the extent such debts, Liabilities and obligations are required to be disclosed in accordance with the PRC GAAP, and each Group Company has good and marketable unencumbered title to all assets set forth on the balance sheets of the respective Draft Financial Statements, except for such assets as have been spent, sold or transferred in the ordinary course of business since their respective dates.

- (i) Liabilities. Except as described in Section 4.1.1(i) of the Disclosure Schedule, none of the Group Companies, the Founder or the Founder Holdco has any indebtedness for borrowed money that it/she has directly or indirectly created, incurred, assumed, or guaranteed, or with respect to which the Group Company, the Founder or the Founder Holdco has otherwise become directly or indirectly liable, except as reflected on the Draft Financial Statements (in respect of the Group Companies), and none of the Group Companies, the Founder or the Founder Holdco is unable to pay its/her debts as and when such debts fall due or is subject to any insolvency, bankruptcy, winding up or liquidation proceedings or has had a receiver, liquidator or administrator appointed over its assets (as applicable).
- (j) Title to Properties and Assets. Each Group Company has good and marketable title to all respective properties and assets reflected on the Draft Financial Statements (excluding those that have been disposed of since the Financial Statements Date in the ordinary course of business), in each case such property and assets are subject to no lien. With respect to the property and assets it leases, each Group Company is in compliance with such leases and holds valid leasehold interests in such assets free of any liens.
- (k) Activities since Financial Statements Date. None of the following events has occurred with respect to any Group Company since the Financial Statements Date and prior to the Closing:
  - (i) Except as described in Section 4.1.1(k) of the Disclosure Schedule, any declaration or payment of any dividend, or authorization or payment of any distribution upon or with respect to any class or series of its capital shares or any other equity interest;
  - (ii) any incurrence of indebtedness for money borrowed or any other Liabilities (except for the Liabilities occurred in the ordinary course of business);
  - (iii) any sale, exchange, assignment, or other disposition of any assets or rights (including any Proprietary Rights or other intangible assets) that are individually or in the aggregate material to its business or creation of any Encumbrance on any of such assets or rights (excluding the grant of any license to any customer of the Group Companies in the ordinary course of business operation);
  - (iv) any agreements or transactions with any of its officers, directors or employees or any entity Controlled by any of such individuals or with its shareholders or Persons related to such shareholders, or any agreement on transaction with any other party;

- (v) any damage, destruction or loss, whether or not covered by insurance, materially affecting its assets, properties, financial condition, operating results, prospects or business as presently conducted and as presently proposed to be conducted;
- (vi) any waiver of a valuable right or of a debt owed to it;
- (vii) any satisfaction or discharge of any material lien, claim or Encumbrances or payment of any obligation;
- (viii) any resignation or termination of any Key Employee;
- (ix) any change to or termination of the ordinary course of business;
- (x) any merger or consolidation transaction or any other type of corporate reconstruction, any process of bankruptcy, liquidation, dissolution or change of corporate form; or
- (xi) any other event or condition of any character which would materially affect its assets, properties, financial condition, operating results or business.

(l) Proprietary Rights.

- (i) Each Group Company (i) is free and clear of all claims, security interests and other Encumbrances, or (ii) has the valid and sufficient right or license to use, all patents, trademarks, service marks, copyrights, trade secrets, proprietary rights, processes, products, materials, software, tools, software tools, computer programs, specifications, source code, object code, improvements, discoveries, user interfaces, software, mask works, Internet domain names, enterprise or business names, logos, data, information and inventions, and all documentation and media constituting, describing or relating to the foregoing that is required, necessary, or used in its business as currently conducted or as proposed to be conducted together with all Proprietary Rights in or to all of the foregoing (collectively, the “**Group Company Technology**”). Section 4.1.1(l) of the Disclosure Schedule contains a true, complete and accurate list of all material Proprietary Rights of each Group Company that is the subject of an application, certificate, filing, registration or other document issued by, filed with or recorded by any government authority.
- (ii) The possession, development, production, manufacturing, use, offering, marketing, licensing, distribution, sale and other exploitation by each Group Company of any and all Group Company Technology as now conducted or as proposed to be conducted does not (i) infringe, violate, misappropriate or otherwise interfere or conflict with any patent, trademark rights, or other Proprietary Rights of any third party, nor (ii) infringe, violate, misappropriate or otherwise interfere or conflict with any other rights, title or interest of any third party.
- (iii) No Group Company has received any notice or claim (whether written, oral or otherwise) that (i) contests or challenges in any manner whatsoever the Group Company’s ownership or other rights in any Group Company

Technology, (ii) contests or challenges in any manner whatsoever the validity or enforceability of any of the Proprietary Rights of the Group Company in the Group Company Technology, or (iii) claims or otherwise asserts that the Group Company, the Group Company Technology or the conduct of the Group Company's business as currently conducted infringes, violates, misappropriates or otherwise interferes or conflicts with any right or applicable Laws, title or interest of any third party; and the Group Company is not aware of any potential basis for such an allegation or of any reason to believe that such an allegation may be forthcoming.

- (iv) There are no outstanding options, licenses or other agreements of any kind, to which a Group Company is a party or by which it is bound regarding any Proprietary Rights of any third party.
- (v) No Group Company is aware that any third party is infringing or is likely to infringe any Group Company Technology.
- (vi) None of a Group Company's employees, contractors or consultants is obligated under any contract or agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of his/her best efforts to promote the interests of the Group Company or that would conflict with the Group Company's business.
- (vii) No current or former employee, contractor or consultant of a Group Company has developed any Group Company Technology that is subject to any agreement under which such employee, contractor or consultant has assigned or otherwise granted to any third party any rights in or to such Group Company Technology.
- (viii) Each Group Company maintains and diligently enforces commercially reasonable procedures to protect all confidential information relating to the Group Company Technology. No Group Company has deposited any Group Company Technology in any escrow account or otherwise delivered any Group Company Technology to any escrow agent.
- (ix) All inventions, know-how, and other Proprietary Rights made, conceived, or reduced to practice by employees, consultants, independent contractors, or agents of a Group Company related to the business of such Group Company are currently owned exclusively by a Group Company. None of the Group Companies believes it is or will be necessary to utilize any inventions of any of its officers or employees (or any person it currently intends to hire) made prior to or outside the scope of their employment by such Group Company. None of the employees, consultants or independent contractors, currently or previously employed or otherwise engaged by any Group Company, (i) is in violation of any current or prior confidentiality, non-competition or non-solicitation obligations to such Group Company or to any other Persons, including former employers, or (ii) is obligated under any Contract, or subject to any Governmental Order, that would interfere with the use of his/her best efforts to promote the interests of the Group Companies or that would conflict with the business of such Group Company as presently conducted or proposed to be conducted.

(m) Contracts.

- (i) Material Contracts and Obligations. All agreements, contracts, leases, licenses, instruments, commitments (oral or written), indebtedness, Liabilities and other obligations to which any Group Company is a party or by which it is bound that (i) are material to the conduct and operations of its business and properties and Listing; (ii) involve any of the officers, consultants, directors, employees or shareholders of any Group Company; or (iii) obligate any Group Company to share, license or develop any product or technology are listed in Section 4.1.1(m) of the Disclosure Schedule and have been provided to the Investors and their respective counsel. “**Material Contract**” shall mean any agreement, contract, indebtedness, Liability, arrangement or other obligation (a) having an aggregate value, cost, Liability or amount of RMB500,000 (or its USD equivalent) or more, (b) restricting the ability of a Group Company to compete or to conduct or engage in any business or activity in any territory, (d) relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any equity interest, (e) involving any provisions providing exclusivity, “change in control”, “most favored nations”, rights of first refusal or first negotiation or similar rights, or grants a power of attorney, agency or similar authority, (f) that is with a Related Party of any Group Company or any Affiliate of any such Person, or with another Group Company, (g) involving indebtedness, an extension of credit, a guaranty or assumption of any obligation, or the grant of an Encumbrance, (h) involving the lease, license, sale, use, disposition or acquisition of non-real estate assets, Proprietary Rights or of a business in an amount of RMB500,000 (or its USD equivalent) or more, (i) involving the ownership or lease of, title to, use of, or any leasehold or other interest in, any real or personal property, (j) involving the waiver, compromise, or settlement of any dispute, claim, litigation or arbitration in an amount of RMB500,000 (or its USD equivalent) or more, (k) involving the establishment, contribution to, or operation of a partnership, joint venture or involving a sharing of profits or losses, or any investment in, loan to or acquisition or sale of the Securities, equity interests or assets of any Person, (l), that is with a Regulatory Authority or a state-owned enterprise, or (n) that is otherwise material to a Group Company.
- (ii) Validity and Status. All the Material Contracts listed in Section 4.1.1(m) of the Disclosure Schedule are legally valid and binding, in full force and effect, enforceable in accordance with their respective terms against the parties thereto, and the performance of which does not and will not violate any applicable Laws. There is no existing or alleged default or breach by any party thereto and no Group Company has received any notice or claim or allegation of default or breach thereof from any party thereto, and the various transfers of assets, shares, equity interests, capital, personnel, contracts and Proprietary Rights.
- (n) Litigation. Except as disclosed in Section 4.1.1(n) of the Disclosure Schedule, there is no Action pending or currently threatened against the Founder Parties, any Group Company, any Group Company’s activities, properties or assets or against any officer, director or employee of any Group Company in connection with such

officer's, director's or employee's relationship with, or actions taken on behalf of, any Group Company. There is no factual or legal basis for any such Action that might result, individually or in the aggregate, in any adverse change in the business, properties, assets, financial condition, affairs or prospects of any Group Company. No Group Company is a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality and there is no Action by any Group Company currently pending or which it intends to initiate.

The Founder has complied with all her obligations under the transaction documents and agreements in connection with the law suit filed by Changwen CAI (蔡长文) against the Founder in relation to her shareholding in Suzhou Baide (the “**Suzhou Baide Law Suit**”), and has used her best endeavor to make a full and frank disclosure to each Investor of all information in relation to the Suzhou Baide Law Suit. There is no factual or legal basis that Suzhou Baide Law Suit might result, individually or in the aggregate, in any adverse change in the operation, Listing, share structure, business, properties, assets, financial condition, affairs or prospects of any Group Company, or the Founder's actual Control of the Company.

- (o) Governmental Consents. All consents, Approvals, orders, authorizations or registrations, qualifications, designations, declarations or filings with any Regulatory Authority (“**Governmental Authorizations**”) on the part of each Group Company required in connection with the execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated herein have been obtained and are currently effective and in consummating such transactions.
- (p) Compliance with Other Instruments. No Group Company is in, nor will the conduct of business of any Group Company as proposed to be conducted result in, any material violation, breach or default of (i) any constitutional document of any Group Company (which include, as applicable, articles of incorporation, memorandum and/or articles of association, by-laws, joint venture contracts and the like), or (ii) any term or provision of any mortgage, indenture, contract, agreement or instrument to which any Group Company is a party or by which it may be bound, or (iii) of any provision of any judgment, decree, order, statute, rule or regulation applicable to or binding upon any Group Company, including without limitation the import and export of technology, operation of laboratories, and foreign exchange registration requirements. The execution, delivery and performance of and compliance with the Transaction Documents and the consummation of the transactions contemplated hereby will not result in any such violation, breach or default, or be in conflict with or constitute, with or without the passage of time or the giving of notice or both, either a default under any such constitutional documents, any such contract, agreement or instrument or a violation of any Laws or Governmental Orders, or an event which results in the creation of any lien, charge or Encumbrance upon any asset of any Group Company.
- (q) Obligations of Management. Each Key Employee and the Founder is currently devoting one hundred percent (100%) of his/her working time to the conduct of the business of the Group Companies. No Key Employee or the Founder is planning to work less than full time at the Group Companies in the future. None of the Founder nor any such Key Employee directly or indirectly holds any interest in or

is currently working for a competitive enterprise, whether or not such Person is or will be compensated by such enterprise.

- (r) Employment Agreement, Confidentiality and Non-competition Agreement. Each Key Employee of each Group Company has entered into an employment agreement, and a confidentiality, non-competition agreement with the applicable Group Company, no current or former employee has expressly excluded works or inventions or other subject matter from his/her confidentiality, non-competition and Proprietary Rights agreement. None of the Group Company is aware that any of its present and former employees, officers, consultants, or contractors are in violation thereof, and the Group Company will use its diligent efforts to prevent any such violation.
- (s) Related Party Transactions. Except as disclosed in Section 4.1.1(s) of Disclosure Schedule, no Related Party of a Group Company or any Affiliate of any such Person has any agreement, understanding, or proposed transaction with, or is indebted to, any Group Company, nor is any Group Company indebted (or committed to make loans or extend or guarantee credit) to any of them. No Related Party has any direct or indirect ownership interest in any firm or corporation with which a Group Company is affiliated or with which a Group Company has a business relationship, or any firm or corporation that competes with a Group Company, except that any of the foregoing Persons may have less than one percent (1%) of record ownership interest in the Company or own less than one percent (1%) of shares in publicly traded companies that may compete with a Group Company. No Affiliate of any officer or director of a Group Company is directly or indirectly interested in any Material Contract with a Group Company. No Related Party has had, either directly or indirectly, any interest in: (a) any Person which purchases from or sells, licenses or furnishes to a Group Company any goods, property, intellectual or other property rights or services; or (b) any contract or agreement to which a Group Company is a party or by which it may be bound or affected.
- (t) Disclosure. No representation or warranty by any Warrantor in this Agreement or in any written statement or certificate furnished or to be furnished to the Investors pursuant to any Transaction Document contains or will contain any untrue statement of fact or omits to state any fact required to be stated therein or necessary in order to make the statements therein in all material aspects, in light of the circumstances in which they are made, not misleading in any way. Each of the Warrantors has fully provided the Investors with all the information that the Investors have requested for deciding whether to purchase the Subscription Shares and all information that the Investors have requested that could reasonably be expected to enable the Investors to make such decision.
- (u) Labor Agreement and Actions; Employee Compensation. Except as disclosed in Section 4.1.1(u) of the Disclosure Schedule, no Group Company is bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union, and no labor union has requested or has sought to represent any of the employees, representatives or agents of a Group Company. There is no strike or other material labor dispute involving a Group Company pending or threatened (nor has there been since the incorporation of each Group Company), nor is any



Group Company aware of any labor organization activity involving its employees. None of the officers or Key Employees, or any group of Key Employees, intends to terminate his, her or their employment with a Group Company, nor does any Group Company have a present intention to terminate the employment of any officer or Key Employee. Each Group Company has complied in all respects with all applicable national, provincial, local or municipal equal employment opportunity and other Laws related to employment (including, but not limited to, all applicable PRC labor union Laws). No Group Company is a party to or bound by any currently effective employment contract that provides for compensation exceeding three (3) months' average remuneration of that employee upon termination, deferred compensation agreement, severance agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement, or other employee compensation agreement. With regard to employment and staff or labor management, each of the PRC Companies has complied with all applicable PRC Laws, including Laws pertaining to welfare funds, social benefits, medical benefits, insurance, retirement benefits, pensions or the like (i.e., pension fund, medical care insurance, unemployment insurance, accident insurance and maternity insurance) and house funding, and has paid or made provision for the payment of all of the social insurances and house funding contributions as required under applicable Laws. There has not been, and there is not now any pending or threatened any unfair labor practice charge against any Group Company. There is no pending internal investigation related to any employee or consultant of any Group Company.

- (v) Anti-Corruption and Anti-Bribery. None of the Company nor any of its Subsidiaries or Affiliates, nor any director, officer, manager, employee, independent contractor, representative, agent, or any other person acting for or on behalf of the foregoing (individually and collectively, a "**Company Affiliate**"), is aware of or has taken any action, directly or indirectly, that would result in a violation of or has violated the PRC Criminal Law, the PRC Anti-Unfair Competition Law, the Provisional Regulations regarding Prohibition of Commercial Bribery and all other applicable Laws in respect of anti-corruption in the PRC (collectively referred to as "**PRC Anti-Corruption Laws**"), the U.S. Foreign Corrupt Practices Act ("**FCPA**"), as amended, or any other applicable anti-bribery or anti-corruption Laws. In particular, no Company Affiliate is aware of or has offered, paid, promised to pay, or authorized the payment of any money or the giving of anything of value, to any officer, employee, or any other person acting in an official capacity for any government, political party or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, or a public international organization ("**Government Entity**") (any officer, employee, or any other person acting on behalf of Government Entity is individually and collectively referred to as "**Government Official**"), for the purpose of: (i) influencing any act or decision of such Government Official in his official capacity; (ii) inducing such Government Official to do or omit to do any act in relation to his lawful duty; (iii) securing any improper advantage; or (iv) inducing such Government Official to influence or affect any act or decision of any Government Entity.
- (w) No Material Adverse Change

There has been no Material Adverse Change in the net assets of the Group as a whole (including the PRC Companies for which financial statements were not duly provided to the Investor) since the Financial Statements Date.

- (x) Real Property. Section 4.1.1(x) of the Disclosure Schedule sets forth a complete list of the legal or equitable title, leasehold interest or other right or interest in any real property owned by the Group, including the land use right (the “**Land Use Right**”), the title to the buildings (the “**Title to the Building**”) and the leasehold interest (the “**Lease**”) pursuant to which any Group Company possesses any real property. The particulars of the Land Use Right, the Title to the Buildings and the Leases as set forth in the Disclosure Schedule are true and complete.

Except as disclosed in Section 4.1.1(x) of the Disclosure Schedule, each Lease constitutes the entire agreement with respect to the property demised thereunder. The lessor under each Lease is qualified and has obtained all of the consents necessary to enter into such Lease (including any consent required from the owner of the property demised pursuant to the Lease if the lessor is not such owner). There is no claim asserted or threatened by any Person regarding the lessor’s ownership of the property demised pursuant to each Lease. Each of the Group Companies which is a party to a Lease has accepted possession of the property demised pursuant to the Lease and is in actual possession thereof and has not sublet, assigned or hypothecated its leasehold interest. No Group Company uses any real property in the conduct of its business except insofar as it has secured the Land Use Right, the Title to the Building or a Lease with respect thereto. The Land Use Right, the Title to the Building or the leasehold interests under the Leases held by each of the Group Companies are adequate for the conduct of the business of such Group Company as currently conducted. There exists no pending or, threatened condemnation, confiscation, eminent domain proceeding, dispute, claim, demand or similar proceeding with respect to, or which could adversely affect, the continued use and enjoyment of such Land Use Right, the Title to the Building or Leases. There are no circumstances that would entitle any Regulatory Authority or other Person to take possession or otherwise restrict the use, possession or occupation of any property to which any Group Company has the Land Use Right or the Title to the Building or the leasehold interests under the Leases. The use and operation of the real properties to which any Group Company has the Land Use Right or the Title to the Building or the leasehold interests under the Leases is in compliance with all of the applicable Laws (including with respect to the ownership and operation of property and conduct of business as now conducted by the relevant Group Company which has such Land Use Right, Title to the Building or is a party to such Lease and including all of the applicable building codes, environmental, zoning, subdivision, fire protection and land use Laws). None of the Group Companies has received notice from any Regulatory Authority advising it of a violation (or an alleged violation) of any such Laws.

- (y) Environmental Matters. Each Group Company has complied with all applicable Environmental Laws and has obtained all necessary Approvals, consents, permits, orders, authorizations, registrations, or filings required under the applicable Environmental Laws. There are no circumstances threatened claim by any Person or any actual or threatened investigation by any Regulatory Authority that may result in any Group Company being unable to sustain or renew such Approvals, consents, permits, orders, authorizations, registrations, or filings.

4.1.2 The Warrantors acknowledge that the Investors have entered into this Agreement in reliance upon the Warrantors' Warranties and that such representations and warranties are given with the intention of inducing the Investors to enter into this Agreement.

4.1.3 Each of the Warrantors' Warranties is separate and independent and, except as expressly provided to the contrary in this Agreement, is not limited:

(a) by reference to any other paragraph of Clause 4.1; or

(b) by anything in this Agreement;

and, subject to other provisions of this Agreement, the Warrantors' Warranties are qualified by reference to those facts, matters, circumstances and information disclosed in the Disclosure Schedule.

4.1.4 The Warrantors shall immediately notify the Investors in writing of any matter or thing which arises or becomes known to it before the Closing which constitutes (or would after the lapse of time constitute) a misrepresentation or a breach by any Warrantor of any of the representations, Warrantors' Warranties or other provisions set out in this Agreement.

## 4.2 REPRESENTATIONS AND WARRANTIES OF THE INVESTORS

4.2.1 Unless specifically indicated otherwise, each Investor represents and warrants, severally but not jointly, to the Company, that the statements set forth in this Clause 4.2.1, the contents of which shall be deemed to be such Investor's warranties (the "**Investor's Warranties**" of such Investor), are true, accurate, complete and not misleading in all material respects as of the date hereof and as of the date of the Closing (except for those representations and warranties that address matters only as of a particular date, which representations will have been true, accurate, complete and not misleading in all material respects as of such particular date).

(a) Incorporation

Such Investor has been duly incorporated or registered and is validly existing under the Laws of its jurisdiction of incorporation or registration.

(b) Authority

(i) This Agreement is duly signed, executed and delivered by authorised officers of such Investor; and this Agreement constitutes a valid and legally binding obligation and enforceable against such Investor in accordance with its terms.

(ii) All necessary corporate actions have been taken by such Investor for the entering into, delivery and performance of this Agreement.

(iii) The execution and delivery of this Agreement, and the subscription for the Subscription Shares, the consummation of the transactions contemplated herein by such Investor do not, and will not, at the time of execution and delivery or issue (as the case may be), (1) conflict with, or result in any

material breach of any of the terms of, or constitute a material default under, any agreement or instrument to which the Investor is a party or is subject or by which it or any of its property is bound; or (2) materially infringe or violate any existing applicable Laws or any Governmental Order.

(c) Subscription for Own Account

The Subscription Shares are being subscribed by such Investor for investment purposes for its own account and beneficial interest and not as nominee for, or for the beneficial interest of, or with the view to the sale or other distribution to, any other Person.

(d) No Broker

All negotiations relevant to this Agreement and all the transactions contemplated hereby have been carried out by such Investor directly with the Company without the intervention of any Person on behalf of such Investor in such manner as to give rise to any valid claim by any Person against the Company for a finder's fee, brokerage commission or similar payment.

(e) Knowledge and Experience

Such Investor has substantial experience in evaluating and investing in private placement transactions of securities and has the knowledge and experience in financial and business matters so that it is capable of evaluating the merits and risks of its investment in the Company and has the ability to bear the economic risks of its investment in the Subscription Shares and the securities underlying and convertible therefrom and has the capacity to protect such Investor's own interests in connection with the transactions contemplated under this Agreement.

4.2.2 Such Investor acknowledges, agrees and confirms to the Company that:-

- (a) this Agreement, the Shareholders' Agreement and the transactions contemplated thereunder and information of such Investor obtained by the Company and its advisors and listing sponsor of the Company may be described in the Submissions and/or the Prospectus, other submissions to the Stock Exchange and/or the SFC and other marketing materials for the Listing and, specifically, this Agreement and the Shareholders' Agreement will be a material contract required to be filed with Regulatory Authorities and/or made available for public inspection in connection with the Listing (to the extent that it is legally required or compelled to be disclosed pursuant to the applicable Laws or Listing Rules and provided that (i) the Company shall consult such Investor and obtain such Investor's prior written approval prior to such disclosure, and (ii) the Company may furnish only that portion of the information which is legally required or compelled to be disclosed and shall exercise reasonable efforts to keep confidential such information); and
- (b) such Investor will accept the Subscription Shares and the Further Shares (if any) on and subject to the terms and conditions of this Agreement, the memorandum of association of the Company, the Restated Articles and the applicable Laws.

4.2.3 Each Investor acknowledges, severally but not jointly, that the Company has entered into this Agreement in reliance upon the Investor's Warranties and that such representations and warranties are given with the intention of inducing the Company to enter into this Agreement.

4.2.4 Each of the Investor's Warranties is separate and independent and, except as expressly provided to the contrary in this Agreement, is not limited:

(a) by reference to any other paragraph of Clause 4.2; or

(b) by anything in this Agreement;

and the Investor's Warranties are qualified by any actual or constructive knowledge on the part of the Warrantors or any of their respective agents.

4.2.5 Each Investor shall immediately notify the Company in writing of any matter or event which arises or becomes known to such Investor before the Closing which constitutes (or would after the lapse of time constitute) a misrepresentation or a breach by such Investor of any of the Investor's Warranties or the undertakings or other provisions set out in this Agreement.

## **5 UNDERTAKINGS AND INDEMNITIES**

### **5.1 PRE-CLOSING UNDERTAKINGS**

5.1.1 Unless otherwise provided for in this Agreement, after the date hereof and prior to the Closing, each of the Warrantors undertakes, jointly and severally, that from the date of this Agreement to the Closing Date, each of the Group Companies shall, and the Founder Parties shall use their best efforts to cause each of the Group Companies to carry on their respective businesses in the same manner consistent with past practice. Except as required by this Agreement, prior to the Closing, each of the Warrantors undertakes, jointly and severally, that no resolution of the directors, owners, members, partners or shareholders of any of the Group Companies shall be passed, nor shall any contract or commitment be entered into, with respect to the following matters other than those carried out in the ordinary course of business, in each case, without the prior written consent of the Investors:

(a) any amendment to the memorandum of association and/or articles of association or similar constitutional documents of any Group Company, save for the adoption of the Restated Articles;

(b) any action by any Group Company to authorize, create or issue or redeem or repurchase or reclassify shares of any class or series of Securities of such Group Company, or undertake to or enter into any agreement or arrangement in respect thereof;

(c) the declaration and/or payment of any and all dividends on any Securities of any Group Company;

(d) any merger, consolidation, scheme of arrangement, recapitalization or sale, transfer, lease or other disposition of all or substantially all of the assets of any Group Company;

- (e) any change in the number of directors of any Group Company, except the appointment of the BOCI Director;
- (f) any filing by or against any Group Company for the appointment of a receiver, administrator or other form of external manager, or the winding up, liquidation, bankruptcy or insolvency of any Group Company;
- (g) any expenditure, purchase or disposal of assets and/or businesses, or any purchase or disposal of assets and/or businesses by any Group Company, except in the ordinary course of business and consistent with past practice;
- (h) any capital commitment, loan transaction or mortgage or pledge transaction of the Group Companies (taken as a whole) exceeding the amount of US\$500,000 in a transaction or a series of related transaction; and
- (i) make any investment, including but not limited to the establishment of any Subsidiary or Affiliates (including any non-legal person branch) and the signing of any shareholders agreement (except the Shareholders' Agreement) or joint venture agreement or cooperation agreement by any Group Company.

5.1.2 Notice of Certain Events. If at any time before the Closing, any Warrantor comes to know of any fact or event which:

- (a) is in any way inconsistent with any of the representations and warranties in this Agreement;
- (b) suggests that any fact warranted hereunder may not be as warranted or may be misleading; or
- (c) such Warrantor reasonably believes that might affect the willingness of a prudent investor to purchase the Subscription Shares on the terms contained in the Transaction Documents or the amount of the consideration a prudent investor would be prepared to pay for the Subscription Shares,

then the Warrantors shall immediately notify the Investors in writing, describing the fact or event in reasonable detail.

## 5.2 Post-Closing Undertakings of the Warrantors

Each of the Warrantors hereby jointly and severally covenants to the Investors with respects to its subscription of the Subscription Shares as follows:


### (a) Use of Proceeds from the Issue of the Subscription Shares

The proceeds from the issuance and allotment of the Subscription Shares shall be used for (1) the expansion of the production and manufacturing capacities of the Company, research and development of new products, expansion of sales channel and marketing, clinical testing and products registrations; (2) the repurchases of certain Ordinary Shares of the Company; and (3) all the fees and expenses in relation to the Listing, each as approved by the Board (if applicable).

- (b) Filing of the Restated Articles. Within fifteen (15) days following the Closing, the Company shall, and the Founder Parties shall cause the Company to, submit the Restated Articles for filing and stamping with the Registrar of Companies of the Cayman Islands and shall deliver to each Investor a copy of such duly filed and stamped Restated Articles, certified by the registered office provider of the Company as a true and correct copy.
- (c) Original Transaction Documents. Within fifteen (15) Business Days following the Closing, the originals of the fully executed Transaction Documents shall be delivered to each Investor.
- (d) Original Certified True Copy of the Registers. Within five (5) Business Days following the Closing, originals of (a) the certified true copy of the register of members of the Company as at the Closing Date reflecting such Investor's ownership of the Subscription Shares, and (b) the certified true copy of the register of directors of the Company as at the Closing Date, reflecting the appointment of the BOCI Director designated by BOCI as contemplated by Clause 3.1.1(h) hereof, each certified by the Cayman registered office provider of the Company to be a true and complete copy thereof, shall be delivered to BOCI.
- (e) Each Group Company shall take all reasonable steps to obtain, and shall comply with the terms of, all governmental and other licences, permits and consents necessary for the conduct of its business and the construction and operation of the new production lines (including but not limited to the new production lines in Suzhou and Nanjing) before the relevant expiry date of the statutory time limit under the applicable Laws in the PRC, including but not limited to:-
  - (i) as soon as practicable but in any event no later than being requested by a Regulatory Authority to do so, Nanjing Changcheng shall have obtained the Registration Certificate for Medical Devices of Class III (第三类医疗器械注册证) and any applicable license for all of its medical devices productions; and
  - (ii) as soon as practicable but in any event no later than the new production line of Suzhou Baide start to produce any medical devices, Suzhou Baide shall have obtained the Production License of Medical Devices (医疗器械生产许可证) and completed the Filing of the Entrusted Production of Medical Devices (医疗器械委托生产备案) for the production of the related medical devices.
- (f) any outstanding capital contribution of any Group Company to be paid in accordance with its constitutional documents;
- (g) as soon as practicable after the Closing, Suzhou Baide shall enter into a supplemental agreement with Nanjing Huitong Medical Technology Co. Ltd. (南京汇通医疗技术有限公司) that is reasonably satisfactory in substance and form to the Investors to amend the terms in relation to exclusivity under the Strategic Cooperation Framework Agreement dated 8 December 2020 between the parties thereto;

- (h) as soon as practicable but in any event no later than the earlier of (i) two (2) months after the Closing, and (ii) filing of the listing application form (form A1) at the Main Board of the Stock Exchange of Hong Kong Limited for the Qualified IPO, Guizhou Baiyuan Medical Co., Ltd. (贵州百源医疗有限公司), Ruikede Biology Technology (Xiamen) Co., Ltd. (瑞科德生物科技(厦门)有限公司) shall have entered into new lease agreements and completed the change of registered address registrations respectively;
- (i) as soon as practicable but in any event no later than the earlier of (i) two (2) months after the Closing, and (ii) filing of the listing application form (form A1) at the Main Board of the Stock Exchange of Hong Kong Limited for the Qualified IPO, Suzhou Baide shall have obtained a written consent from Guangzhou Xingsheng Real Estate Development Co. Ltd. (广州兴盛房地产发展有限公司, “**Guangzhou Xingsheng**”) for the sub-leasing of its properties to other Group Companies and to waive the Liabilities arising from the breach of the lease agreement between Guangzhou Xingsheng and Suzhou Baide dated 11 July 2019;
- (j) as soon as practicable but in any event no later than the earlier of (i) three (3) months after the Closing, and (ii) filing of the listing application form (form A1) at the Main Board of the Stock Exchange of Hong Kong Limited for the Qualified IPO, all lease agreements entered into by any Group Company be duly filed with the relevant competent Regulatory Authorities;
- (k) any social insurance premiums (including, without limitation, pension fund, medical care insurance, unemployment insurance, accident insurance and maternity insurance) and housing provident fund required to be paid for the employees of the Group Companies be paid within the statutory time limit in accordance with the applicable Laws in the PRC;
- (l) within three (3) months from Closing, each of Group Companies shall have established and maintained a proper anti-corruption and anti-bribery program that is reasonably satisfactory in substance and form to the Investors in accordance with the applicable Laws in the PRC;
- (m) as soon as practicable, the Group shall cause the Rare Earth Institute of Xiamen (厦门稀土研究所) to transfer its intellectual property rights in relation to rare earth needle to the Group free of charge;
- (n) after the Closing, if any of the Group Companies becomes aware of any third party operating brands, names or trademarks similar to those of any Group Company, the relevant Group Companies shall actively take appropriate legal Actions against such third parties;
- (o) the Group shall review the products sales contracts regularly to avoid any medical malpractice liabilities and shall set out the limitation on the maximum compensation liability and certain disclaimer clauses in its products sales contracts to extent permitted by the applicable PRC Laws;



- (p) the Group shall refrain from using the “eners” trademark within six (6) months from the Closing; and
- (q) as soon as practicable, the Company shall obtain, and thereafter maintain, a directors and officers’ liability insurance policy for each Director from a reputable insurer with coverage limits customary for companies similarly situated to the Company according to the Listing Rules.

## 6 INDEMNITY

- 6.1 Each Warrantor agrees and undertakes, jointly and severally, to indemnify and at all times keep indemnified on demand and hold harmless each Investor, and their respective Affiliates, directors, officers, agents and assigns (as the case may be), from and against (i) all and any actions, suits and claims (whether or not any such claim involves or results in any actions or proceedings), demands, arbitrations, investigations, enquiries, judgement and proceedings from time to time made or brought (together, the “**Actions**”) against or otherwise involve any Group Company, any Founder Party or such Investor, (ii) all Liabilities made or incurred arising out of or in connection with the settlement of any such Actions or in investigating, disputing or defending the same or the enforcement or any such settlement of any judgement obtained in respect of any such Actions (whether or not such Action is successful) which may be suffered, made or incurred by any Group Company or such Investor, directly or indirectly in connection with, and/or (iii) any amount which any Group Company or such Investor is or hereafter become liable to pay (the “**Indemnifiable Loss**”) as a result of:
- (a) any inaccuracy in or breach or non-performance of any of the representations, warranties, undertakings or agreements made by any Warrantor to the Investors in or pursuant to this Agreement or any other Transaction Documents;
  - (b) any of the following events, occurrences, facts or conditions that existed or occurred prior to the Closing (whether such has been disclosed to the Investors or not (and disclosed in whatever form), or whether such Indemnifiable Loss incurred before or after the Closing):
    - (i) any overdue payment of capital contribution by any Group Company under their respective constitutional documents;
    - (ii) any Group Company for not having actual business operations or their respective contact person in charge as prescribed by the applicable Laws being uncontactable;
    - (iii) any Liability incurred as a result of the non-compliance of permits or licenses required under the PRC Laws for the operation of the business of the Group Companies (including, but not limited to, failure to obtain the Business Operation License for Class III Medical Devices, the Production License of Medical Devices and the Filing of Entrusted Production of Medical Devices);
    - (iv) any Group Company being in breach of the relevant SAFE Rules and Regulations;

- (v) any Group Company being in breach of the anti-corruption or anti-bribery Laws;
- (vi) any Group Company being in breach of any Material Contracts to which any Group Company is a party (including, but not limited to, the breach of any lease agreement and Suzhou Baide's failure to perform the Strategic Cooperation Framework Agreement entered into with Nanjing Huitong Medical Technology Co. Ltd.);
- (vii) any Group Company for failing to complete the filing of any lease agreement in accordance with the applicable Laws;
- (viii) any Group Company for failing to defend its rights and claims against any breach of non-competition obligations by any third party;
- (ix) any infringement by any Group Company of the intellectual property rights of any third party;
- (x) any loss, Liability incurred by the Group in connection with the joint ownership of the intellectual property rights in relation to rare earth needle with the Rare Earth Institute of Xiamen (厦门稀土研究所);
- (xi) any Group Company for failing to fulfill its obligations under any existing loan agreement or guarantee to which it is a party;
- (xii) any Liability incurred as a result of the non-compliance of social insurance, housing fund contributions, labor union fund contributions or other employee compensation, or the non-payment or underpayment thereof by any Group Company;
- (xiii) any Group Company's failure to comply with the construction permit procedures (including construction permits, environmental protection, pollution discharge, production safety, fire protection, etc.) in accordance with the applicable Laws;
- (xiv) any outcome in any trial, action or proceeding against any Founder Party (including, but not limited to, the law suit filed by Changwen CAI (蔡长文) against the Founder in relation to her shareholding in Suzhou Baide) that (i) has contributed to the failure for the Company to consummate its Qualified IPO (including, but not limited to, the Company's withdrawal of its initial public offering of Ordinary Shares, or the Company's initial public offering application being rejected by the Stock Exchange); and/or (ii) would constitute a Material Adverse Change; and
- (xv) the failure of the Listing caused by the illegality or non-compliance with the applicable Laws of procedures in connection with the Reorganization.

The rights of the Investors contained in this Clause 6 shall not be deemed to preclude or otherwise limit in any way the exercise of any other rights or pursuit of other remedies for

the breach of this Agreement or with respect to any misrepresentation. This Clause 6 shall survive any termination of this Agreement. Such indemnification under Clause 6.1 shall not be prejudiced by or be otherwise subject to any disclosure (in the Disclosure Schedule or otherwise).

- 6.2 The time limit for bringing any claim against the Warrantors in respect of breach of any Warrantors' Warranty or the undertakings or other provisions will be the expiration of two (2) years after the Closing. Notwithstanding anything to the contrary herein, the survival period for any indemnity obligation relating to claims for Taxation matters shall be the applicable statute of limitations for such claims. For the avoidance of doubt, the limits on indemnity provided in this Clause 6.2 shall not apply to any Indemnifiable Losses resulting from or arising out of, directly or indirectly, fraud, intentional concealment of material facts or other wilful misconduct on the part of any Warrantor.
- 6.3 None of the Warrantors will be liable in respect of a claim against it to the extent that the Indemnifiable Loss that is the subject of the claim has already been recovered in another claim.
- 6.4 Notwithstanding any provision to the contrary, the maximum liability of the Warrantors to the Investor in connection with the breach of the Warrantors' Warranties shall not exceed the actual amount of the Subscription Consideration which such Investor has paid to the Company.

## **7 REPURCHASE RIGHT**

- 7.1 Each of the Company and the Founder Parties agrees, and the Warrantors agree to cause each of the Company and the Founder Parties to, give effect to the repurchase right set forth under Clause 4.3 of the Shareholders' Agreement.

## **8 NET PROFIT ADJUSTMENTS**

### **8.1 Valuation Adjustment**

- (a) The Warrantors shall, jointly and severally, pay to BOCI an amount equal to BOCI's 2021 Valuation Shortfall (if any) and 2022 Valuation Shortfall (if any) in cash (or in other form(s) as agreed and accepted by BOCI), in accordance with this Clause 8.
- (b) 2021 Valuation Shortfall. The 2021 Valuation Shortfall for BOCI equals to the Subscription Consideration  $\times (1 - (2021 \text{ Actual Net Profit} \div 2021 \text{ Target Net Profit}))$ .
- (c) 2022 Valuation Shortfall. The 2022 Valuation Shortfall for BOCI equals to the Subscription Consideration  $\times (1 - (2022 \text{ Actual Net Profit} \div 2022 \text{ Target Net Profit}))$ .
- (d) De Minimis Exception. The Valuation Adjustment for any year is not payable if the Actual Net Profit for that year is at least 95% of the Target Net Profit for that year.

### **8.2 Further Valuation Adjustment**

- (a) The Warrantors acknowledge and confirm that the Draft Financial Statements provided to each Investor have been audited but not yet signed off by the auditor as of the Closing, and each Warrantor undertakes and covenants, severally and jointly, to provide each Investor with the Draft Financial Statements (with adjustments, if applicable) to be signed off by the auditor (the “**Final Financial Statements**”) as soon as practicable after the Closing. In the event that the aggregate amount of the net profits excluding expenses or revenue items that are non-operating and non-recurring at the same time (e.g. listing expenses, any profit and loss items arise from convertible bonds/convertible preference shares/share option scheme’s fair valuation adjustment) as stated in the Final Financial Statements for the financial years ending December 31, 2018, December 31, 2019 and December 31, 2020 (the “**2018-2020 Actual Net Profit**”) is less than 80% of the aggregate amount of the net profits as stated in the Draft Financial Statements for the financial years ending December 31, 2018, December 31, 2019 and December 31, 2020 (the “**2018-2020 Preliminary Net Profit**”), each Warrantor undertakes and covenants, severally and jointly, to pay to BOCI an amount equal to such Investor’s 2018-2020 Valuation Shortfall (if any) in cash, in accordance with this Clause 8.
- (b) 2018-2020 Valuation Shortfall. The 2018-2020 Valuation Shortfall for such Investor equals to the Subscription Consideration  $\times (1 - (2018-2020 \text{ Actual Net Profit} \div 2018-2020 \text{ Preliminary Net Profit}))$ .

8.3 The Warrantors shall cause the Company to complete and deliver to BOCI the Group’s Audited Accounts for 2021 and 2022 within 120 calendar days after the first day of the following year.

8.4 The 2021 Valuation Shortfall (if any) and the 2022 Valuation Shortfall (if any) shall be paid in cash within 30 calendar days after issue of the relevant audited financial statements. The 2018-2020 Valuation Shortfall (if any) shall be paid in cash within 30 calendar days after issue of the Final Financial Statements.

8.5 The rights of the Investors under this Clause 8 shall lapse and cease to have effect (or restore, as applicable) pursuant to the Clause 11.5, save and except for the 2021 Valuation Shortfall and/or the 2022 Valuation Shortfall and/or 2018-2020 Valuation Shortfall which is already payable by the Company under this Clause 8 immediately before the Listing Date.

## **9 ANTI-DILUTION**

9.1 Each of the Company and the Founder agrees, and the Warrantors agree to cause each of the Company and the Founder to, give effect to the anti-dilution right set forth under Clause 4.2 of the Shareholders’ Agreement.

## **10 CONTINUING OBLIGATIONS**

10.1 The Company shall prepare monthly and quarterly management accounts and yearly audited accounts of the Group. Such accounts shall include a consolidated profit and loss account, balance sheet and cash flow statement and financial statements analysis for the Group.

10.2 The Company shall provide each Investor with:

- (a) copies of the monthly management accounts of the Group prepared in accordance with Clause 10.1, such accounts to be provided within 21 days after the end of each month;
- (b) copies of the quarterly management accounts of the Group prepared in accordance with Clause 10.1, such accounts to be provided within 21 days after the end of each quarter;
- (c) copies of the yearly management accounts of the Group prepared in accordance with Clause 10.1, such accounts to be provided within 120 days after the end of each financial year;
- (d) audited consolidated accounts of the Company in respect of each financial year with an unqualified opinion expressed by an auditor approved by BOCI in accordance with the IFRS (the “**Audited Accounts**”), such accounts to be provided within 120 days after the end of that financial year; and
- (e) annual budget and business plans as approved by the Board 30 days prior to the start of a financial year.

10.3 All accounts referred to in Clauses 10.1 and 10.2 shall be prepared in accordance with IFRS and the Group’s accounting policies approved by the Board and applied consistently.

10.4 The Company covenants and agrees that, the Investors or their respective appointees shall have the right (i) of inspection, including the right to access, examine and copy all books or accounts of each Group Company and/or any of their respective Subsidiaries at any time during regular working hours on reasonable prior notice to such Group Company, (ii) to discuss the business, operations and conditions of each Group Company and their respective Subsidiaries with their respective directors, officers, employees, accounts, legal counsel and investment bankers, and (iii) to appoint an independent auditor to examine the accounts of the Group Companies no more than once in every twelve (12) months.

10.5 The rights of the Investors under this Clause 10 shall lapse and cease to have effect (or restore as applicable) pursuant to Clause 11.5.

## **11 GOING PUBLIC**

11.1 To the extent feasible or practicable, each Warrantor shall use their respective reasonable endeavors to procure the completion of a Qualified IPO on or before 31 December 2022.

11.2 In connection with the Submissions and/or the Listing, each Investor hereby undertakes, severally but not jointly, to the Company:

- (a) to the extent that it is legally required or compelled to be disclosed pursuant to the applicable Laws or Listing Rules and provided that (i) the Company shall consult such Investor and obtain such Investor’s prior written approval prior to such disclosure, and (ii) the Company may furnish only that portion of the information which is legally required or compelled to be disclosed and shall exercise reasonable

efforts to keep confidential such information, to (x) promptly provide such information, including copies of document(s) containing such information (whether or not for disclosure in the Submissions and/or the Prospectus) to the Company, its advisors, listing sponsor of the Company and its advisors, the competent Regulatory Authorities as the Company may reasonably request (including, without limitation, information on itself / himself, its ultimate beneficial owner(s), its / his interests in the Company and/or the Investor and source of funds) (collectively, the “**Investor Information**”); and (y) consent to the mention and inclusion in the Submissions, the Prospectus and/or otherwise in connection with the Listing (including marketing materials therefor) of all or part of the Investor Information;

- (b) to give and procure its ultimate beneficial owner(s) and nominee(s) (if any), along with other shareholders currently holding Ordinary Shares as of the Closing, to give such undertakings as may be reasonably required by the competent Regulatory Authorities and/or pursuant to the Listing Rules, and/or the Company, the listing sponsor of the Company and its advisors or the underwriters under the Listing, including, without limitations, non-disposal / lock-up undertakings for a period of not more than six months after Listing with respect to the Securities of the Company and the interest in the Investor held by it or him (as the case may be), provided that detailed terms of such undertakings shall be further discussed with and agreed by the relevant Investor and such undertakings shall be documented and executed separately by the relevant parties before the Qualified IPO, and further provided that the undertakings under this Clause 11.2(b) shall lapse and cease to have effect in the event a Listing shall not have occurred on or before December 31, 2022; and/or
- (c) to comply with and procure its ultimate beneficial owner(s) and nominee(s) (if any) to comply with the customary requirements of the competent Regulatory Authorities and otherwise to cooperate with the Company and the listing sponsor of the Company, with respect to the Securities of the Company and the interest in the Investor held by it or him (as the case may be).

11.3 Subject to the terms and conditions of the Transaction Documents (including, without limitations, any shareholder and/or board’s veto right), each Investor undertakes, severally but not jointly, to the Company that such Investor shall exercise all voting powers attached to the Shares (including, without limitation, the Subscription Shares and the Further Shares) in favour of any resolutions proposed or recommended by the Board in connection with the Qualified IPO and such Investor shall sign and execute all necessary undertakings and documents (under seal, if required) and do all such acts and things as may be reasonably required or deemed necessary by the Company, the listing sponsor of the Company, the applicable Laws, or the competent Regulatory Authorities for the purposes of preparing for and/or implementing the Listing, and any necessary reorganization involving the structure of the Group in connection therewith.

11.4 Under the same conditions, the Company shall give priority to BOCI over others in respect of the appointment as the joint sponsor, joint global coordinator, joint book runner or lead manager and other investment banking roles for the Listing.

11.5 Termination of Rights.

In order to comply with the requirements of Qualified IPO, except as otherwise provided in this Agreement, all Parties agree and consent that, Clauses 8 and 10 shall terminate on the last date as explicitly required by applicable Laws and/or Listing Rules, or upon Listing, whichever is earlier. All the rights and privileges of such Investor contained herein shall be resumed automatically (and the relevant rights and interests of the Investors shall be traceable during the suspension period) at the earliest of (x) the Qualified IPO application has been effectively withdrawn by the Company, (y) the Qualified IPO application has been formally rejected by the Listing authority or Stock Exchange after all appeal procedures have been exhausted, or (z) the Qualified IPO does not occur within twelve (12) months after such application is accepted by the Listing authority or Stock Exchange, or such later date as the Investors hereto may agree, provided that no Listing has occurred. In such event, each of the Group Company and the Founder Parties shall take all such actions as necessary or desirable to restore such the rights and privileges of such Investor contained herein, including without limitation (i) causing the Company to amend the Restated Articles, (ii) causing the Company to issue to such Investor applicable class and number of shares of the Company, and (iii) entering into agreements containing substantially the same terms and conditions hereof.

## **12 CONFIDENTIALITY**

- 12.1 Subject to Clauses 4.2.2(a), 11.2 and 12.3, none of the Parties to this Agreement shall without the prior written approval of the other Party(ies) make any announcement concerning or otherwise disclose or divulge any information in relation to this Agreement, the other Transaction Documents and all exhibits, restatements and amendments hereto and thereto including (without limitation) any of the terms set forth in this Agreement, the Submission and/or the Listing.
- 12.2 Subject to Clauses 4.2.2(a), 11.2 and 12.3, each of the parties to this Agreement shall at all times keep confidential, and not directly or indirectly reveal, disclose or use for his or its own or any other purposes, all documents and information received or obtained as a result of entering into or performing, or supplied by or on behalf of a party in the negotiations leading to, this Agreement and the other Transaction Documents and which relates to:
- (a) the negotiations relating to this Agreement and the other Transaction Documents;
  - (b) the subject matter and/or provisions of this Agreement and the other Transaction Documents;
  - (c) a Group Company or any other party hereto; or
  - (d) the Submission and/or the Listing.
- 12.3 The prohibitions set forth in Clauses 12.1 and 12.2 do not apply to:
- (a) information which was in the public domain or otherwise known to the relevant party before it was furnished to it by another party hereto or, after it was furnished to that party, entered the public domain otherwise than as a result of (i) a breach by that party of this Clause 12 or (ii) a breach of a confidentiality obligation by the discloser, where the breach was known to that party;

- (b) information the disclosure of which is necessary in order to comply with any applicable Laws, the order of any court, the requirements of a stock exchange or to obtain Taxation or other clearances or consents from any relevant competent Regulatory Authorities;
- (c) information disclosed to a bona fide proposing purchaser or investor of any securities of the Company;
- (d) information disclosed by the Investors to such Investor's Affiliates, such Investor's and/or such Affiliate's respective employees, officers, directors, legal counsels, auditors, insurers, accountants, consultants, investment counsels or advisors; and/or
- (e) information disclosed by the Company, the disclosure of which is in connection with the Submissions, the Listing and/or the preparation for the Listing, to the extent that it is legally required or compelled to be disclosed pursuant to the applicable Laws or Listing Rules and provided that (i) the Company shall consult such Investor and obtain such Investor's prior written approval prior to such disclosure, and (ii) the Company may furnish only that portion of the information which is legally required or compelled to be disclosed and shall exercise reasonable efforts to keep confidential such information.

### 13 NON-COMPETITION

Before the Closing, the Group Companies shall enter into confidentiality and non-competition agreements, each in the form and substance set forth in Schedule 8, with the Key Employees to the satisfaction of the Investor to the effect that, until the third anniversary of the Closing Date or the first anniversary of the Listing (whichever is later), (A) the Founder undertakes to the Investors that she will, and will cause each Key Employee to, devote all of their working time and attention exclusively to the business of the Group Companies, and use best efforts to promote the interests of the Group Companies, and (B) none of the Founder, or any of the Key Employees shall (a) directly or indirectly hold any beneficial interest in, engage or participate in, render any services to or otherwise be involved in any manner in any Competitive Business, or (b) assist others in engaging in any Competitive Business, by investing, providing advice or otherwise, or (c) take any other action which may interfere with or disrupt the business activities of any Group Company. The foregoing shall not restrict any Person from owning less than 5% of the securities of a publicly-listed Competitive Business if it does not hold a seat on the board of that publicly-listed Competitive Business or have any other relationship therewith.

### 14 NOTICES

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address or fax number set forth in Schedule 10 (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other Parties to this Agreement).

Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if delivered personally, when left at the address set forth above; (b) if sent by prepaid registered post or courier, three (3) Business Days (or five (5) Business Days if sent by airmail) after posting it; (c) if sent by fax, when confirmation of



its transmission has been recorded by the sender's fax machine; and (d) if sent by email, when actually received in readable form.

## 15 TERMINATION

15.1 This Agreement may be rescinded or terminated in any of the following circumstances:

- (a) by mutual written consent of the Parties;
- (b) by either the Company or any Investor by way of written notice prior to the Closing Date if:
  - (i) any of the representations and warranties made by the Warrantor(s) (in the case of termination by the Investor) or such Investor (in the case of termination by the Company) under this Agreement is untrue and inaccurate in material aspects;
  - (ii) the Warrantor(s) (in the case of termination by the Investor) or such Investor (in the case of termination by the Company) fail(s) to comply with any covenants hereunder in material aspects, or fails to perform any obligations hereunder, or violates any other provisions hereof, and fails to rectify within thirty (30) days after the receipt of a written notice from the Company or the Investor (as applicable);
- (c) if the conditions set forth in Clause 3 hereof fail to be fully satisfied (or otherwise waived) within fifteen (15) Business Days from the date of this Agreement (or such longer period otherwise confirmed by the Parties in writing) (the date when such period expires, the "**Long Stop Date**"), a Party shall have the right to terminate this Agreement by giving a written notice to the other Parties; provided that, (i) if the failure for the Closing to occur on or prior to the Long Stop Date is as a result of such Party unilaterally and willfully refuse to cooperate (which includes unilaterally and willfully refuse to satisfy its Closing conditions), such Party shall not have the right to terminate this Agreement in accordance with this sub-section(c), (ii) the Company shall not be entitled to terminate the Agreement if the Closing fails to occur due to any unsatisfied condition under Clause 3.1 attributable to the Company, and (iii) an Investor shall not be entitled to terminate the Agreement hereunder if the Closing fails to occur due to any unsatisfied condition under Clause 3.2 attributable to such Investor.

### 15.2 Effect of Termination

- (a) The rights and obligations of the Parties under this Agreement shall terminate immediately after the termination of this Agreement; provided, however, that (1) no such termination shall affect the rights and obligations of the Parties accrued prior to the termination of this Agreement; and (2) the provisions of Clause 6 (Indemnity), Clause 12 (Confidentiality), this Clause 15 (Termination), Clause 16.3 (Costs and Expenses) and Clause 16.9 to 16.11 (Governing Law and Dispute Resolution) hereof shall survive the termination of this Agreement.
- (b) If this Agreement is terminated in accordance with Clause 15, this Agreement will be of no further force or effect, provided that no Party shall be relieved of any Liability for a breach of this Agreement or for any misrepresentation hereunder,

nor shall such termination be deemed to constitute a waiver of any available remedy (including specific performance if available) for any such breach or misrepresentation. For the avoidance of doubt, the termination of this Agreement between any Investor and the other Parties (other than the other Investors) shall not affect the validity and effectiveness of this Agreement among such other Parties and the other Investors, and provided further that any Investor's failure to complete the Closing in accordance with this Agreement shall not affect the validity and effectiveness of the Closing accomplished by and among other Investors and the Company.

## **16 MISCELLANEOUS**

16.1 Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors of the Parties hereto, but shall not be assignable except that an Investor may assign its rights and obligations herein to its Affiliates without the other Parties' consent (subject to such Investor providing a written notice to the Company no less than five (5) Business Days in advance prior to such assignment). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or Liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. No other person who is not a party to this Agreement has any right under the Third Party Ordinance to enforce or to enjoy the benefit of any term of this Agreement.

16.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts to this Agreement may be executed by way of exchange of facsimile transmission or emails on the execution date with the executed originals of the counterparts delivered in accordance with Clause 5.2(c).

16.3 The Company shall bear all costs, fees and expenses incurred by BOCI in connection with the negotiation, preparation, completion and performance of this Agreement ("BOCI Costs") and the other Transaction Documents up to:-

- (a) HK\$1 million; or
- (b) HK\$2 million, in the event where BOCI has complied with all its obligations in connection with its Subscription under this Agreement, and the Subscription fails to take place due to any act or omission of the Company.

and such BOCI Costs shall be set off against the Subscription Consideration that is required to be paid by BOCI pursuant to Clause 3.3.1(b).

16.4 Delays or Omissions

- (a) No failure on the part of any Party to exercise, and no delay or omission on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

- (b) Any waiver of any provision of this Agreement, and any consent by a Party under any provision of this Agreement, must be in writing. Any waiver or consent shall be effective only for that instance and for the purpose for which it is given.
- 16.5 If one or more provisions of this Agreement are held to be unenforceable under any applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
- 16.6 This Agreement and the other Transaction Documents and other documents referred to herein constitute the entire agreement among the Parties hereto and no Party shall be liable or bound to any other Party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.
- 16.7 Each Party hereto shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the other Parties to this Agreement may from time to time reasonably require, whether on or after completion of the transactions contemplated herein, for the purpose of giving to the other Parties the full benefit of all of the provisions of this Agreement.
- 16.8 The Investors hereby acknowledge that Squire Patton Boggs only acts for the Company and the Founder in connection with this Agreement and each Investor has been duly advised to seek independent legal advice and to obtain separate legal representation in connection with the terms and effects of this Agreement.
- 16.9 This Agreement shall be governed by and construed in accordance with the Laws of Hong Kong. All Parties hereto irrevocably agree that all disputes shall be referred to and finally settled by arbitration at China International Economic and Trade Arbitration Commission Hong Kong Arbitration Center (“CIETAC”). The arbitration shall be conducted in Hong Kong and shall be administered by the CIETAC in accordance with the CIETAC Arbitration Rules in force at the time of the commencement of the arbitration. However, if such rules are in conflict with the provisions of this Clause 16.9, the provision of this Clause 16.9 shall prevail. The dispute shall be referred to an arbitration tribunal consisting of three arbitrators appointed in accordance with the CIETAC Arbitration Rules. The decision of the tribunal shall be final and binding on the Parties to this Agreement, and the prevailing Party may apply to a court of competent jurisdiction for enforcement of such award. The costs and expenses of the arbitration, including the fees of the arbitral tribunal shall be borne and paid by the Parties to this Agreement in such proportions as the arbitral tribunal shall determine. The language of the arbitration shall be English.
- 16.10 Arbitration is the exclusive remedy for any dispute under this Agreement, and no Party may commence or maintain any judicial proceeding regarding any dispute or appeal any arbitral award, except in accordance with Clause 16.11. The Parties shall duly and punctually perform their obligations under this Agreement pending issuance of the arbitral award.
- 16.11 In aid of any proceedings pursuant to Clause 16.9, each Party irrevocably submits itself to the nonexclusive jurisdiction of any court of competent jurisdiction in Hong Kong in connection with any proceeding to compel arbitration or otherwise in aid of arbitration arising out of this Agreement. Each Party waives and agrees not to assert any claim of lack

of jurisdiction, of inconvenient forum, of improper venue in relation to any such application to such relevant court.

- 16.12 The Founder irrevocably appoints the Company of Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong as her process agent to receive on her behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong, and the Company irrevocably confirms its acceptance of such appointment. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Founder). If for any reason such process agent ceases to be able to act as process agent, or no longer has an address in Hong Kong, the Founder irrevocably agrees to appoint a substitute process agent satisfactory to the Investors and to deliver to each Investor a copy of the new process agent's acceptance of that appointment within ten (10) days. Nothing herein contained shall affect the right to serve process in any other manner permitted by law.
- 16.13 Any term of this Agreement may be amended only with the written consent of the Founder, the Company and each Investor.
- 16.14 If any Warrantor proposes to grant to (i) any Existing Shareholder immediately prior to the Closing, or (iii) any of the other Investors, as the case may be, any rights or terms more favorable (individually or in the aggregate) than those applicable to BOCI by virtue of BOCI's holding of Preference Shares, as applicable, then the Company shall inform BOCI of such more favorable rights or terms and shall grant to BOCI such more favorable rights or terms before or simultaneously with the grant of such rights or terms to any such Existing Shareholder immediately prior to the Closing or such Investor(s) thereof.

**SCHEDULE 1-A**  
**PARTICULARS OF THE COMPANY**

**Name:** Betters Medical Investment Holdings Limited

**Place and date of Incorporation:** Cayman Islands  
22 January 2021

**Registered Office:** Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1- 1111, Cayman Islands

**Registration number:** 370557

***Immediately after Closing***

**Authorised Capital:** HK\$392,695 divided into 38,000,000 Ordinary Shares of par value of HK\$0.01 each and 1,269,500 Preference Shares of par value of HK\$0.01 each

**Issued Capital:** HK\$112,695 divided into 10,000,000 Ordinary Shares of par value of HK\$0.01 each and 1,269,500 Preference Shares of par value of HK\$0.01 each

**Directors:** QIU Quan  
WU Haimei

**(i) Fully-Diluted and As-Converted Capitalization of the Company Immediately Prior to the Closing**

Name of Shareholders	Number of Shares	Approximate Share Percentage
Auto King International Limited, a wholly-owned subsidiary of the Founder	6,010,191 Ordinary Shares	60.10%
Brilliant Cut Limited	774,032 Ordinary Shares	7.74%
Daily Charm Holdings Limited	755,360 Ordinary Shares	7.55%
Cheer Aim Investments Limited	475,200 Ordinary Shares	4.75%
Cosmic Discovery Limited	434,739 Ordinary Shares	4.35%
Mighty Sino International Limited	396,049 Ordinary Shares	3.96%
Nation Hero International Limited	316,721 Ordinary Shares	3.17%

Rainbow Avenue Limited	237,887 Ordinary Shares	2.38%
Pride Supreme Limited	272,874 Ordinary Shares	2.73%
Good Hero Global Limited	132,858 Ordinary Shares	1.33%
Major Delight Limited	49,569 Ordinary Shares	0.50%
Success Avenue Limited	44,520 Ordinary Shares	0.45%
Tiger Goal Limited	100,000 Ordinary Shares	1.00%
<b>TOTAL</b>	<b>10,000,000 Ordinary Shares</b>	<b>100%</b>

**(ii) Fully-Diluted and As-Converted Capitalization of the Company Immediately after the Closing**

Name of Shareholders	Number of Shares	Approximate Share Percentage
Auto King International Limited, a wholly-owned subsidiary of the Founder	6,010,191 Ordinary Shares	53.33%
Brilliant Cut Limited	774,032 Ordinary Shares	6.87%
Daily Charm Holdings Limited	755,360 Ordinary Shares	6.70%
Cheer Aim Investments Limited	475,200 Ordinary Shares	4.22%
Cosmic Discovery Limited	434,739 Ordinary Shares	3.86%
Mighty Sino International Limited	396,049 Ordinary Shares	3.51%
Nation Hero International Limited	316,721 Ordinary Shares	2.81%
Rainbow Avenue Limited	237,887 Ordinary Shares	2.11%
Pride Supreme Limited	272,874 Ordinary Shares	2.42%
Good Hero Global Limited	132,858 Ordinary Shares	1.18%
Major Delight Limited	49,569 Ordinary Shares	0.44%
Success Avenue Limited	44,520 Ordinary Shares	0.40%
Tiger Goal Limited	100,000 Ordinary Shares	0.89%
<b>TOTAL</b>	<b>10,000,000 Ordinary Shares</b>	<b>88.74%</b>
BOCI	833,782 Preference Shares	7.40%
Courage Elite Limited	174,825 Preference Shares	1.55%

China Venture Capital (Hong Kong) Co., Limited	87,413 Preference Shares	0.78%
IPE GROUP LIMITED	87,413 Preference Shares	0.78%
Weitian Limited	86,067 Preference Shares	0.76%
<b>TOTAL</b>	<b>1,269,500 Preference Shares</b>	<b>11.26%</b>
<b>GRAND TOTAL</b>	<b>11,269,500 Shares</b>	<b>100%</b>

**SCHEDULE 1-B**  
**LIST OF THE PRC COMPANIES**

1. Baide (Guangdong) Capital Management Co., Ltd. (百德 (广东) 资本管理有限公司), a wholly-foreign owned enterprise established under the laws of the PRC.
2. Guangzhou Dedao Capital Management Co., Ltd. (广州德道资本管理有限公司), a company incorporated under the laws of the PRC.
3. Guangzhou Baihui Enterprise Management Co., Ltd. (广州百辉企业管理有限公司), a company incorporated under the laws of the PRC.
4. Guangzhou Yide Capital Management Co., Ltd. (广州易德资本管理有限公司), a company incorporated under the laws of the PRC.
5. Guangzhou Zhengde Enterprise Management Co., Ltd. (广州正德企业管理有限公司), a company incorporated under the laws of the PRC.
6. Baide (Suzhou) Medical Co., Ltd. (百德 (苏州) 医疗有限公司), a company incorporated under the laws of the PRC.
7. Guoke Baide (Guangdong) Medical Co., Ltd. (国科百德 (广东) 医疗有限公司), a company incorporated under the laws of the PRC.
8. Henan Ruide Medical Equipment Co., Ltd. (河南瑞德医疗器械有限公司), a company incorporated under the laws of the PRC.
9. Hunan Baide Medical Technology Co., Ltd. (湖南百德医疗科技有限公司), a company incorporated under the laws of the PRC.
10. Nanjing Changcheng Medical Equipment Co., Ltd. (南京长城医疗设备有限公司), a company incorporated under the laws of the PRC.
11. Guizhou Baiyuan Medical Co., Ltd. (贵州百源医疗有限公司), a company incorporated under the laws of the PRC.
12. Ruikede Biology Technology (Xiamen) Co., Ltd. (瑞科德生物科技 (厦门) 有限公司), a company incorporated under the laws of the PRC.



**SCHEDULE 2**  
**LIST OF INVESTORS**

<b>Name of Investors</b>	<b>Type of Shares</b>	<b>Number of Shares</b>	<b>Subscription Consideration</b>
BOCI Investment Limited	Preference Shares	833,782	The HK\$ equivalent of RMB62,000,000
Courage Elite Limited	Preference Shares	174,825	The HK\$ equivalent of RMB13,000,000
China Venture Capital (Hong Kong) Co., Limited	Preference Shares	87,413	The HK\$ equivalent of RMB6,500,000
IPE GROUP LIMITED	Preference Shares	87,413	The HK\$ equivalent of RMB6,500,000
Weitian Limited	Preference Shares	86,067	The HK\$ equivalent of RMB6,400,000

**SCHEDULE 3**  
**LIST OF KEY EMPLOYEES OF THE GROUP COMPANIES**

<b>Name</b>	<b>Position</b>
Ms. Wu Haimei (吴海梅)	Chairwoman, CEO
Mr. Li Xiaomei (李小枚)	Chief financial officer
Mr. Yang Xingrui (杨兴瑞)	Chief engineer
Mr. Hou Wei (侯伟)	Vice general manager
Mr. Yuan Jianwei (袁建伟)	Production department manager
Mr. Xu Jin (许进)	Quality assurance department manager
Mr. Xu Wei (徐伟)	Merchandising department manager
Ms. Qiu Quan (邱荃)	Director, general manager assistant and general department manager

**SCHEDULE 4**  
**SHAREHOLDERS AGREEMENT OF THE COMPANY**

Dated the [•] day of [•] 2021

THE INVESTORS NAMED IN SCHEDULE 4

AND

THE ORDINARY SHAREHOLDERS NAMED IN SCHEDULE 5

AND

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED

AND

OTHER PARTIES NAMED HEREIN

SHAREHOLDERS' AGREEMENT

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**THIS SHAREHOLDERS' AGREEMENT** is made on [•] June 2021

**BETWEEN**

- (1) The persons named in Schedule 4 (together, the **"Investors"**, and each of them, an **"Investor"**);
- (2) TYCOON CHOICE GLOBAL LIMITED, a company incorporated under the Laws of the British Virgin Islands, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands (the **"BVI Company"**);
- (3) Baide Medical Investment Company Limited (百德医疗投资有限公司), a company incorporated under the Laws of Hong Kong, whose registered office is at Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong (the **"HK Company"**);
- (4) AUTO KING INTERNATIONAL LIMITED, a company incorporated under the Laws of the British Virgin Islands, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands (the **"Founder Holdco"**, together with the Founder, the **"Founder Parties"**);
- (5) The entities as set forth on Schedule 6 (each a **"PRC Company"**, and collectively, the **"PRC Companies"**); and
- (6) WU HAIMEI (吴海梅), a PRC citizen with PRC identity card number 350321198107131567 (the **"Founder"**) and other persons named in Schedule 5 (together with the Founder, the **"Ordinary Shareholders"**, and each of them an **"Ordinary Shareholder"**); and
- (7) **Betters Medical Investment Holdings Limited** (the **"Company"**), a company incorporated under the laws of the Cayman Islands and having its registered office at Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1- 1111, Cayman Islands and its principal place of business in Hong Kong of Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong.

**WHEREAS**

- (A) The Company is a limited liability company incorporated under the laws of the Cayman Islands.
- (B) The Investors have agreed to purchase from the Company, and the Company has agreed to sell an aggregate number of 1,269,500 Preference Shares of the Company on the terms and conditions as set forth in the subscription agreement dated [•] 2021 (the **"Subscription Agreement"**), by, among the Group, the Founder Parties and Investors.
- (C) As at the date of this Agreement, the Company has an issued share capital of HK\$112,695 divided into 10,000,000 Ordinary Shares and 1,269,500 Preference Shares. The shareholding structure of the Company as at the date of this Agreement is set forth in Schedule 3 hereto.
- (D) Each of the Investors and each of the Ordinary Shareholders have agreed that their respective rights as shareholders in the Company and their rights between them shall be

regulated by the provisions of this Agreement and the Articles (as defined below) and the Company has agreed with each of the Investors and each of the Ordinary Shareholders to comply with such of the matters contained in this Agreement as they relate to the Company.

**NOW IT IS HEREBY AGREED** as follows:

**1 INTERPRETATION**

**1.1** In this Agreement, except where the context requires otherwise, capitalized terms shall have the meanings assigned to them in this Clause 1.1, and the capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to it under the Subscription Agreements.

**“Acceptance Notice”** has the meaning given to it in Clause 6.1.2;

**“Allocable Shares”** has the meaning given to it in Clause 7.2;

**“Annual Budget”** means the annual profit and cash flow forecast and capital expenditure budget of the Group;

**“Articles”** means the memorandum and articles of association of the Company from time to time in force;

**“Authority”** means any government, governmental authority, regulatory or administrative agency, department, commission, board, bureau, other authority or instrumentality, domestic or foreign, any other person with apparent authority exercising governmental functions, and any court, arbitrator or other person with power to impose civil or criminal penalties or bind parties to a dispute;

**“Board”** means the board of Directors;

**“BOCI”** means BOCI Investment Limited, a company incorporated under the laws of Hong Kong and having its registered office at 26/F Bank of China Tower, 1 Garden Road, Central, Hong Kong, one of the Investors;

**“Business Day”** means a day (excluding Saturdays, Sundays and public holidays in Hong Kong, the Cayman Islands, the British Virgin Islands or the PRC, as applicable, or days on which a tropical cyclone warning No. 8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9 a.m. and 5 p.m.) on which licensed banks generally are open for business in Hong Kong, the Cayman Islands, the British Virgin Islands or the PRC, as applicable;

**“Business Plan”** means the annual business plan of the Group;

**“CIETAC”** has the meaning given to it in Clause 13.2;

**“Co-Sale Pro Rata Portion”** means the product obtained by multiplying (x) the Residual Shares by (y) a fraction, the numerator of which is the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such Co-Sale Right Investor and the denominator of which is the aggregate number of Ordinary Shares (calculated on an as-

converted basis) held by the Proposed Selling Shareholder and all the Co-Sale Right Investors.

**“Co-Sale Right Exercising Investors”** has the meaning given to it in Clause 7.2;

**“Co-Sale Right”** has the meaning given to it in Clause 7.1;

**“Co-Sale Right Investor”** has the meaning given to it in Clause 7.1;

**“Costs”** means Liabilities, losses, damages, costs (including legal costs) and expenses (including Tax), in each case of any nature whatsoever;

**“Conversion Notice”** has the meaning given to it in Clause 4.2.3;

**“Conversion Price”** has the meaning given to it in Clause 4.2.1;

**“Directors”** means the directors of the Company from time to time and **“Director”** means any one of them;

**“Effective Date”** has the meaning given in Clause 2;

**“ESOP”** means any employee share incentive plan of the Company, covering the grant or issuance of Ordinary Shares (or options therefor) to employees, officers, directors, or consultants of a Group Company;

**“ESOP Share”** means any Ordinary Share issued pursuant to the ESOP;

**“Event of Default”** has the meaning given on Schedule 7;

**“Existing Investor”** has the meaning given in Clause 4.3.2;

**“Excess Offered Securities”** has the meaning given in Clause 5.1;

**“Fully-Exercising Participation Rights Holder”** has the meaning given in Clause 5.1;

**“General Meeting”** means a meeting of the Ordinary Shareholders and the Preference Shareholders convened and held in accordance with the Articles and the Statute;

**“Governmental Order”** means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, ordinance, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any competent Regulatory Authority;

**“Group”** or **“Group Companies”** means collectively, the Company, the BVI Company, the HK Company, the PRC Companies, each person (except individuals) Controlled by the Company and their respective Subsidiaries from time to time (each a **“Group Company”**), unless the text specifically indicates otherwise;

**“HK\$”** means Hong Kong dollars, the lawful currency of Hong Kong;

**“Hong Kong”** means the Hong Kong Special Administrative Region of the PRC;



“**IFRS**” means the International Financial Reporting Standards;

“**Investor’s Appointed Director**” has the meaning given to it in Clause 3.2.2;

“**Law**” or “**Laws**” means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Regulatory Authority, in each case as amended, and any and all applicable Governmental Orders;

“**Lien**” means any mortgage, pledge, lease, charge, hypothecation, assignment, encumbrance, lien (statutory or other), preference, priority, notice, subordination agreement, security interest, deed of trust, right of first refusal, option, conditional sale, title retention, hire purchase, sale and repurchase, financial lease, bailment, exercise of right, adverse claim or other arrangement of any kind or nature whatsoever which is intended as security or has the effect of providing security (including any deposit of funds which cannot be terminated without penalty or without the consent of a person other than the depositor);

“**Liquidation Event**” has the meaning given to it in Clause 4.1.1;

“**Listing**” means the listing of the Ordinary Shares on a recognized stock exchange pursuant to a Qualified IPO;

“**Listing Rules**” means the Rules Governing the Listing of the Securities on the Main Board of the Stock Exchange of Hong Kong Limited, if the Company is to be listed in Hong Kong, or the rules governing the listing of the securities in other jurisdictions, as applicable;

“**Liquidation Distribution**” means, with respect to each Preference Share: (i) an amount equal to the issue price of the Preference Share; together with (ii) an annual interest rate of 12% calculated on a compound basis based on the actual number of days elapsed between the issue date of that Preference Share and the date of the Liquidation Event plus all dividends declared and unpaid with respect thereto; minus (iii) an amount equal to any dividend in respect of that Preference Share paid and received on or before the date of the Liquidation Event and any compensation in connection with the Liquidation Event paid and/or received from the Founder Parties on or before the date of the Liquidation Event;

“**Material Adverse Change**” means any of the following circumstances, changes or effects involving the Group that, individually or together with other events, occurrences, facts, conditions or developments that: (a) have, or could reasonably expected to have, adverse effect to the operations, business, Listing, or in the financial or trading position of the Company and/or of the Group as a whole which has resulted in a reduction of 20% in the Group’s net asset value as compared with the net assets of the Group as stated in its audited consolidated financial statements for immediately preceding financial year; or (b) results in the Group and/or any of the Founder Parties to have materially breached any of the Transaction Documents;

“**Minimum IRR**” means an internal rate of return of 15% calculated on compound basis;

“**MOC**” means the Ministry of Commerce of the PRC or its local counterparts;

“**New Issue Notice**” has the meaning given to it in Clause 5.1;

“**Notice**” has the meaning given to it in Clause 11.1;

“**Obligation**” includes any legal Liability or obligation (whether direct or indirect, absolute or contingent, now existing or hereafter arising), for money or for performance, voluntary or involuntary, whether arising by operation of Law, by contract, covenant, in tort, by statute or otherwise, matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent, disputed or undisputed, secured or unsecured, general or limited;

“**Offered Securities**” has the meaning given in Clause 5.1;

“**Office Hours**” means 9.30 a.m. to 5.30 p.m. on a day on which licensed banks are open for business in the relevant jurisdiction;

“**Ordinary Shares**” means the ordinary shares of the Company, par value HK\$0.01 per Ordinary Share;

“**Ordinary Share New Issuance Price**” has the meaning given to it in Clause 4.2.8;

“**Original Subscription Price**” has the meaning given to it in Clause 4.2.1;

“**Participation Rights Holder**” has the meaning given to it in Clause 5.1;

“**Parties**” means the parties to this Agreement (and their permitted transferees, successors and assigns) and “**Party**” means any one of them;

“**PRC**” means the People’s Republic of China, but solely for purposes of this Agreement and the other Transaction Documents, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the Islands of Taiwan;

“**Pre-emptive Share**” of a Shareholder means the ratio of (i) the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such Participation Rights Holder to (ii) the total number of Ordinary Shares (calculated on an as-converted basis) held by all of the Participation Rights Holders immediately prior to any Proposed Issuance as contemplated in Clause 5 of this Agreement;

“**Preference Share(s)**” means the 1,269,500 convertible redeemable preferred shares of the Company, par value HK\$0.01 per share, with the rights, privileges and restrictions as set forth in the Subscription Agreement and the Articles;

“**Preference Share New Issuance Price**” has the meaning given to it in Clause 4.2.8;

“**Preference Share Purchase Date**” has the meaning given to it in Clause 4.2.4;

“**Preference Shareholder(s)**” means holder(s) of any Preference Share;

“**Proposed Issuance**” has the meaning given to it in Clause 5.1;

**“Proposed Issuance Price”** has the meaning given to it in Clause 5.1;

**“Proposed Offeree”** has the meaning given to it in Clause 5.1;

**“Proposed Selling Shareholder”** has the meaning given to it in Clause 6.1.1;

**“Proposed Transferee”** has the meaning given to it in Clause 6.1.1(ii);

**“Qualified IPO”** means a public offering of Ordinary Shares (or securities representing such Ordinary Shares) on the Main Board of the Stock Exchange of Hong Kong Limited, Nasdaq, New York Stock Exchange or any other comparable internationally recognized stock exchange approved by the Investors with a market capitalization of the Group excluding the amount of proceeds obtained from the Listing (i.e., excluding the market value corresponding to newly issued shares in the public offering of the Company) being not less than RMB2.5 billion (or equivalent amount in other currencies);

**“Recapitalisation”** means, with respect to any Share, a split, subdivision, combination, consolidation, stock dividend, reclassification or the like;

**“Repurchase Amount”** means, for each Preference Share, the sum of (i) the Original Subscription Price; (ii) an amount sufficient to afford the Investor its Minimum IRR, calculated as of the date of payment of the Repurchase Amount (taking into account the sum of any cash dividend paid to the Investor on or before the date of payment of the Repurchase Amount); and (iii) all Costs and disbursements reasonably incurred by the Investor in connection with the repurchase;

**“Repurchase Right”** has the meaning given in Clause 4.3.1;

**“Repurchase Events”** has the meaning given in Clause 4.3.1;

**“Repurchase Notice”** has the meaning given in Clause 4.3.2;

**“Redeeming Preference Share”** has the meaning given in Clause 4.3.2;

**“Regulatory Authorities”** means any nation or government, or any federation, province or state or any other political subdivision thereof; any entity, Authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government Authority, agency, department, board, commission or instrumentality of the PRC, the Cayman Islands, the British Virgin Islands, Hong Kong or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization, including without limitation, the MOC, SAFE, the Stock Exchange and the SFC;

**“Residual Shares”** has the meaning given in Clause 6.3;

**“Restated Articles”** means the Restated Articles of Association of the Company;

**“RMB”** means the lawful currency of the PRC;

**“ROFR Pro Rata Portion”** means, with respect to an Investor, the ratio of (i) the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such Investor, to (ii) the total number of Ordinary Shares (calculated on an as-converted basis) held by all the Investors;

**“Right”** has the meaning given to it in Clause 12.13;

**“SAFE”** means the State Administration of Foreign Exchange of the PRC or its local counterparts;

**“Securities”** means, with respect to a person, any shares, share capital, registered capital, ownership interest, membership interest, partnership interest, units, profit interest, equity interest, or other securities of such person, and any right, warrant, option, call, commitment, conversion privilege, pre-emptive right or other right to subscribe for, acquire or purchase any of the foregoing, or any other security or instrument convertible into or exercisable or exchangeable for any of the foregoing, or any equity appreciation, phantom equity, equity plans or similar rights with respect to such person, or any contract of any kind for the purchase or acquisition from such person of any of the foregoing, either directly or indirectly;

**“Selling Shareholders”** has the meaning given to it in Clause 4.5.1;

**“SFC”** means the Hong Kong Securities and Futures Commission;

**“Share(s)”** means Ordinary Share(s) and the Preference Share(s);

**“Shareholders”** means the holders of the Shares from time to time and **“Shareholder”** means any one of them;

**“Statute”** means the Companies Law (as amended) of the Cayman Islands, as amended, and every statutory modification or re enactment thereof for the time being in force;

**“Stock Exchange”** means The Stock Exchange of Hong Kong Limited;

**“Submissions”** means the consultations, enquiries and submissions submitted or to be submitted to The Stock Exchange of Hong Kong Limited by the Group or its advisers, together with any and all further submissions and replies in connection therewith;

**“Subscription Agreement”** has the meaning given to it in Recital (B);

**“Subscription Notice”** has the meaning given to it in Clause 5.1;

**“Subsidiary”** or **“Subsidiaries”** means, with respect to any given person, any other person that is Controlled directly or indirectly by such given person;

**“Suzhou Baide”** has the meaning given to it in Schedule 6;

**“Tag-Along Notice”** has the meaning given to it in Clause 7.1;

**“Taxation”** or **“Tax”** means any form of taxation, duty, levy, withholding tax, transfer tax or other similar legally mandated contributions in the nature of tax imposed, collected,

withheld or assessed by any Regulatory Authority or body in the Cayman Islands, the PRC, Hong Kong, the British Virgin Islands or elsewhere in the world, whether levied by reference to income, profits, gains, asset value, turnover, added value or other reference and includes any related penalty, interest or fine arising from the late or non-payment thereof;

**“Trade Sale”** means (i) a sale, lease, transfer or other disposition of at least 50% of the assets of the Group Companies (taken as a whole), (ii) a transfer or an exclusive licensing of all or substantially all of the assets of the Group Companies (taken as a whole), (iii) a sale, transfer or other disposition of a majority of the issued and outstanding shares of the Company or a majority of the voting power (each on an as-converted basis) of the Company; or (iv) a merger, consolidation or other business combination of the Company with or into any other business entity in which the shareholders of the Company immediately after such merger, consolidation or business combination hold Shares representing less than a majority of the voting power of the outstanding share capital of the surviving business entity;

**“Trade Sale Distribution”** means, with respect to each Preference Share: (i) an amount equal to the issue price of the Preference Share; together with (ii) the Minimum IRR based on the actual number of days elapsed between the issue date of that Preference Share and the date of the Trade Sale plus all dividends declared and unpaid with respect thereto; minus (iii) an amount equal to any dividend in respect of that Preference Share paid and received on or before the date of the Trade Sale and any compensation in connection with the Trade Sale paid and/or received from the Founder Parties on or before the date of the Trade Sale;

**“Transaction Documents”** means this Agreement, the Subscription Agreement, the Restated Articles, the exhibits attached to any of the foregoing and any other document, certificate, and agreement delivered in connection with the transactions contemplated hereby and thereby;

**“transfer”** means every mode, direct or indirect, absolute or conditional, voluntary or involuntary, of disposing of or parting with property or an interest in the property, including sale, encumbrance, pledge, creation of a Lien, retention of title as a security interest and foreclosure of equity of redemption;

**“Transfer Notice”** has the meaning given to it in Clause 6.1.1;

**“Transferee”** has the meaning given to it in Clause 8.3;

**“Transferor”** has the meaning given to it in Clause 8.3;

**“United States”** shall mean the United States of America; and

**“US\$”** means the lawful currency of the United States.

## **1.2 Legislation and subordinate legislation**

References to a statutory provision include any subordinate legislation made from time to time under that provision.

### **1.3 Modification etc. of statutes**

References to a law, statute or statutory provision include that law, statute or provision as from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to this Agreement provided that nothing in this Clause shall operate to increase the Liability of any Party beyond that which would have existed had this Clause been omitted.

### **1.4 Clauses, schedules etc.**

References to this Agreement include any Recitals and Schedules to it and references to Clauses and Schedules are to clauses of and schedules to this Agreement.

### **1.5 Singular, plural, gender etc.**

- 1.5.1 References to one gender include all genders and references to the singular include the plural and vice versa.
- 1.5.2 References to a “person” shall be construed so as to include any individual, firm, business, company, body corporate or unincorporated or other juridical person, Authority, federation, state or agency thereof or any joint venture, association, partnership or trust, whether or not having separate legal personality or any authority.
- 1.5.3 References to a “company” shall be construed as to include any company, corporation or any other body corporate, whether and however incorporated or established.
- 1.5.4 References to times of the day are to Hong Kong time.
- 1.5.5 Where in this Agreement, any Liability is undertaken by two or more persons, the Liability of each of them shall be several but not joint nor joint and several, unless otherwise specified in this Agreement.
- 1.5.6 References to “on an as-converted basis” shall mean assuming conversion of all Preference Shares into Ordinary Shares.

### **1.6 Headings**

Headings shall be ignored in interpreting this Agreement.

## **2 EFFECTIVE DATE**

All the provisions of this Agreement shall take effect on the date of this Agreement.

## **3 BUSINESS OF THE COMPANY AND ITS MANAGEMENT**

### **3.1 Conduct of the business**

- 3.1.1 Each of the Investors and the Ordinary Shareholders agree that their respective rights in the Company shall be regulated by this Agreement and the Articles.

- 3.1.2 The Group and the Founder Parties hereby undertakes to each of the Investors and each of the Ordinary Shareholders that the Group shall, and the Founder Parties shall cause the Group to, comply with and, to the extent it is within its power to do so, give effect to the terms of this Agreement.
- 3.1.3 Each Shareholder shall comply with all relevant Laws to the extent applicable to itself as a shareholder of the Company.

## **3.2 Directors**

- 3.2.1 Unless all of the Shareholders otherwise agree in writing, each Shareholder shall take, at any time and from time to time, all action (including voting the Shares owned by it, calling General Meetings and executing and delivering written consents) necessary to fix the number of members of the Board at three (3) Directors.
- 3.2.2 BOCI shall be entitled to nominate 1 person (the “**Investor’s Appointed Director**”) to be a member of the Board. BOCI shall also be entitled to nominate the Investor’s Appointed Director to each committee of the Board and the board of director of each of the Group Companies.
- 3.2.3 The quorum (which shall exist at the time of the voting as well as the attendance of the Board meeting) of the meetings of the Board shall be three (3) Directors, in person or by telephone, electronic or other means of communication, and the attendance of the Investor’s Appointed Director shall be required to constitute such quorum, provided, however, that if such quorum cannot be obtained for a Board meeting after two (2) consecutive notices of Board meetings have been sent by the Company with the first notice providing not less than seven (7) days’ prior notice and the second notice providing not less than three (3) days’ prior notice, then the attendance of the Investor’s Appointed Director and an additional Director shall constitute a quorum; provided further that matters discussed in such adjourned meeting shall be limited to those stated in the first written notice and agendas of the Board meetings. Notices and agendas of Board meetings as well as copies of all board papers shall be sent to all the relevant Directors and to each Investor at least seven (7) days prior to the relevant Board meeting. Minutes of Board meetings shall be sent to the Investors within thirty (30) days after the relevant meeting.
- 3.2.4 BOCI agrees to cause the Investor’s Appointed Director to resign from all office held by him in the Group and procure the Investor’s Appointed Director to do and execute all such acts and documents necessary for the resignation if BOCI is no longer a Shareholder.
- 3.2.5 Notwithstanding anything to the contrary in this Agreement or in the Articles, each Group Company shall, on a joint and several basis, indemnify and hold harmless the Investor’s Appointed Director and their alternate, to the fullest extent permissible by Laws, from and against all Liabilities, damages, actions, suits, proceedings, claims, Costs, charges and expenses suffered or incurred by or brought or made against such Investor’s Appointed Director or their alternate as a result of any act, matter or thing done or omitted to be done by him/her in good faith in the course of acting as a Director or alternate Director, as applicable, of

the Company or any Group Company, by delivering to such Investor's Appointed Director or their alternate, at the time of his/her appointment as a Director or an alternate Director, an indemnification agreement duly executed by the Company as set forth in Schedule 8 hereto. In addition, the Company shall indemnify the Investors to the maximum extent permitted by applicable Laws for any claims brought against such Investors by any third party (including any other Shareholders of the Company) as a result of the Investors' investment in the Company.

- 3.2.6 The Company shall reimburse the Investor's Appointed Director for all reasonable out-of-pocket expenses incurred in connection with his or her performing Board duties and attending Board meetings of the Group Companies in his capacity as a director of such Group Companies, provided that relevant documentation evidencing such fees and expenses shall be provided to the Company.

### **3.3 Removal and replacements**

- 3.3.1 Notwithstanding any other provisions in this Agreement, BOCI shall have the right to remove such Investor's Appointed Director nominated by it under Clause 3.2.2 and, upon his removal or his otherwise ceasing to act as a Director (including, but not limited to, the Investor's Appointed Director resigning from his position as a Director), BOCI shall be entitled to nominate another person in his place and the Company shall execute and deliver to BOCI an indemnification agreement to indemnify against such BOCI nominated Director on substantially the same term as the indemnification agreement set forth in Schedule 8 hereto.
- 3.3.2 Where the Investor's Appointed Director is removed in accordance with Clause 3.3.1, BOCI shall procure such Investor's Appointed Director to resign from all other offices held by him in the Group.

### **3.4 Reserved matters for Directors**

Each of the Shareholders undertakes to the other Shareholders that it shall not procure or permit any resolutions of the Board to be passed to undertake any of the reserved matters referred to in Schedule 1, unless the prior written consent of Investor's Appointed Director has been obtained. To the extent such matters are by Law the statutory power of the Shareholders, without prejudice to the right of the Board to approve the matters as provided herein or under the applicable Laws, such matters shall require the approval of the Shareholders with the affirmative vote or the written consent of all the holders of the Preference Shares in order for an ordinary resolution or a special resolution (each term as defined in the Articles) to be passed.

### **3.5 Quorum for General Meetings**

- 3.5.1 The Shareholders holding at least a majority of the Ordinary Shares then issued and outstanding and the Shareholders holding at least a majority of the Preference Shares then issued and outstanding, present in person and representing in person or by proxy, shall be a quorum, and no business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the business and continues to be present until the conclusion of the General Meeting.



- 3.5.2 If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting, it shall stand adjourned to the same day in the next week at the same time and place or to such other time or such other place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Shareholders present shall be a quorum, provided that the matters discussed in such adjourned meeting shall be limited to those stated in the first written notice and agendas of the General Meetings.

## **4 ADDITIONAL RIGHTS ATTACHING TO PREFERENCE SHARES**

### **4.1 Distribution Preference**

- 4.1.1 Subject to applicable Law, in the event of (i) any liquidation, dissolution or winding up of the Company, either voluntary or involuntary (each, a “**Liquidation Event**”) or (ii) a Trade Sale, the assets and funds of the Company in a Liquidation Event or proceeds from the Trade Sale available for distribution to Shareholders or otherwise or upon any distribution of capital, if any, shall be made in the following manner (after satisfaction of all creditors’ claims and claims that may be preferred by Law):
- (i) Each holder of Preference Shares shall be entitled to receive any distribution of any of the assets or surplus funds of the Company in a Liquidation Event or proceeds from the Trade Sale, prior and in preference to other class or series of shares by reason of their ownership of such shares, for each issued and outstanding Preference Share (as appropriately adjusted for any Recapitalisation) held by it in the Company, as applicable, the Liquidation Distribution (in a Liquidation Event) or the Trade Sale Distribution (in a Trade Sale).
  - (ii) After paying each Investor in full the Liquidation Distribution or the Trade Sale Distribution (as applicable), due pursuant to Clause 4.1.1(i) above, the remaining assets and funds of the Company in a Liquidation Event or proceeds from the Trade Sale available for distribution to Shareholders, if any, shall be distributed to the holders of the Preference Shares and Ordinary Shares on a pro rata basis, based on the number of Ordinary Shares then held by each holder on an as-converted basis.

### **4.2 Conversion Rights and Anti-Dilution**

- 4.2.1 Subject to Clauses 4.2.3, 4.2.4 and 4.2.5 and Clause 5, each Preference Share shall be convertible, at the option of the Preference Shareholder, at any time after the date of issuance of such Preference Share, into such number of fully-paid Ordinary Shares as is determined by dividing the original issue price of such Preference Share (i.e., RMB74.36, the “**Original Subscription Price**”) by the applicable conversion price. The initial Conversion Price for each Preference Share shall be RMB74.36, which may be adjusted from time to time for any Recapitalisation, and as further adjusted as provided in Clause 4.2.4 for dilutive issuances (the “**Conversion Price**”), and in effect on the date the share certificate is delivered to the Company for conversion. Conversion may be effected in any manner permitted by the Laws (including but not limited to repurchasing the Preference Shares from

funds legally available therefor including out of capital and issuing new Ordinary Shares) without any further approval from the Shareholders.

- 4.2.2 All of the issued and outstanding Preference Shares shall automatically be converted into such number of Ordinary Shares using the then effective Conversion Price applicable to the Preference Shares no later than the date immediately before the date on which the Listing of the Shares commence on a recognised stock exchange pursuant to a Qualified IPO.
- 4.2.3 Before any Preference Shareholder shall be entitled to convert such Preference Shares into Ordinary Shares, it shall deliver the share certificate(s) therefor, duly endorsed (or a reasonably acceptable affidavit and indemnity undertaking made by the relevant Preference Shareholder in case of a lost, stolen or destroyed share certificate), at the registered office of the Company, and shall give written notice to the Company at its registered office, indicating its intention to convert such Preference Shares into Ordinary Shares and shall state therein the name(s) in which the share certificate(s) for Ordinary Shares is/are to be issued (the “**Conversion Notice**”). The Company shall, as soon as practicable thereafter, issue and deliver to such Preference Shareholder the share certificate(s) without charge, for the number of Ordinary Shares to which such Preference Shareholder shall be entitled as aforesaid, and a new certificate for any balance of unconverted Preference Shares comprised in the surrendered certificate. Such conversion shall be deemed to have been made immediately before the close of business on (i) the date of such delivery of the share certificate representing the Preference Shares to be converted together with the Conversion Notice or, (ii) if applicable, at the time of automatic conversion specified in Clause 4.2.2 above, and the person or persons entitled to receive the Ordinary Shares issuable upon such conversion shall be treated for all purposes as the record holder(s) of such Ordinary Shares as of such date.
- 4.2.4 The Conversion Price shall be subject to adjustment from time to time as follows:
- (i) in the event the Company should at any time after the date upon which any Preference Shares were first issued (including issuance of Preference Shares by way of subscription, subdivision, reclassification or consolidation of share capital of the Company or bonus issue) (the “**Preference Share Purchase Date**”) effect a Recapitalisation of the Ordinary Shares then issued or fix a record date for the determination of the Ordinary Shareholders entitled to receive a dividend or other distribution payable in the form of additional Ordinary Shares, without payment of any consideration, by such holder for the additional Ordinary Shares (including the additional Ordinary Shares issuable upon conversion, exchange or exercise thereof), then, as of the date of such Recapitalisation or as of such record date (or the payment date of such dividend or distribution if no record date is fixed), the Conversion Price of the Preference Shares shall be decreased by multiplying the previously applicable Conversion Price by a fraction whose numerator is the number of Ordinary Shares then issued immediately before the Recapitalisation or record date (or payment date) and whose denominator is :

- (a) in the case of a split or subdivision, the number of Ordinary Shares then issued immediately after such split or subdivision;
    - (b) in the case of a dividend or distribution with a fixed record date, the number of Ordinary Shares then issued immediately before such record date plus the number of Ordinary Shares issuable in such dividend or distribution; and
    - (c) in the case of such a dividend or distribution paid without setting a record date, the number of Ordinary Shares then issued immediately before such dividend or distribution plus the number of Ordinary Shares issued in such dividend or distribution.
  - (ii) if the number of Ordinary Shares then issued at any time after the Preference Share Purchase Date is decreased by way of a consolidation or combination of the Ordinary Shares then issued or the like, then, as of the effective date of such consolidation or combination, the Conversion Price for the Preference Shares shall be increased by multiplying the previously applicable Conversion Price by a fraction whose numerator is the number of Ordinary Shares then issued immediately before the consolidation or combination and whose denominator is the number of Ordinary Shares then issued immediately after the consolidation or combination;
- 4.2.5 The Ordinary Shares into which such Preference Shareholder is entitled in exercising its right to convert its Preference Shares:
- (i) shall be credited as fully paid;
  - (ii) shall rank *pari passu* in all respects and form one class with the Ordinary Shares then in issue; and
  - (iii) entitle such holder to be paid an appropriate proportion of all dividends and other distributions declared, made or paid on Ordinary Shares in respect of the financial year in which the relevant conversion date falls, but not in respect of an earlier financial year.
- 4.2.6 No fractional Shares shall be issued upon the conversion of any Preference Shares, and the number of Ordinary Shares to be issued shall be rounded down to the nearest whole Share. If the conversion would result in any fractional Share, the Company shall, in lieu of issuing any such fractional Share, pay the holder thereof an amount in cash equal to the fair market value of such fractional Share on the date of conversion, as determined by the Board.
- 4.2.7 The Company shall at all times reserve and keep available out of its authorised but unissued Ordinary Shares, solely for the purpose of effecting the conversion of the Preference Shares, such number of Ordinary Shares as shall from time to time be sufficient to effect the conversion of all issued and outstanding Preference Shares; and if at any time the number of authorised but unissued Ordinary Shares shall not be sufficient to effect the conversion of all the Preference Shares then issued and outstanding, in addition to such other remedies as shall be available to the holders of such Preference Shares, the Company shall take such necessary corporate action to increase its authorised but unissued Ordinary Shares to such number as shall be sufficient for such purposes, including, without limitation, using its best efforts to obtain the requisite approval by the members of any

necessary amendment to the memorandum of association of the Company and/or the Articles to effect the conversion.

4.2.8 If the Company issues any Security (i) at a price per Preference Share, or with a conversion price or exchange price into Preference Shares, or otherwise implying a price per Preference Share (each, a “**Preference Share New Issuance Price**”), or (ii) at a price per Ordinary Share, or with a conversion price or exchange price into Ordinary Shares, or otherwise implying a price per Ordinary Share, that is lower than the Original Subscription Price (each, a “**Ordinary Share New Issuance Price**”, and together with the Preference Share New Issuance Price, the “**New Issuance Price**”), then, at the sole discretion of the Investors, prior to the consummation of the issuance, either:

- (i) the Founder and/or the Company shall pay to each Investor in cash a multiple of (x) the positive difference between the New Issuance Price and the Original Subscription Price; times (y) the number of Securities to be issued; or
- (ii) the Company shall issue to each Investor such number Preference Shares equal to the positive difference between (x) the Subscription Consideration (as defined in the Subscription Agreement) paid by such Investor divided by the New Issuance Price, and (y) the Subscription Consideration divided by the Original Subscription Price, in each case for an aggregate consideration of HK\$1.00.

This Clause 4.2.8 shall not apply in respect of (i) any bonus issue or any other share dividend that is distributed pro rata among holders of Shares; or (ii) any issue pursuant to the ESOP.

### 4.3 Repurchase Right

4.3.1 Subject to the terms and conditions set forth in this Clause 4.3, each of the Founder Parties and the Group Companies agree and covenant to each Investor, on a joint and several basis, that upon the occurrence of any of the following events (each a “**Repurchase Event**”, and collectively, the “**Repurchase Events**”), each Investor shall have the right to require the Company and the Founder Parties to redeem, repurchase or purchase (as applicable) from the requesting Investor all or any part of the Preference Shares held by such Investor respectively (“**Repurchase Right**”), if:

- (i) a Qualified IPO does not occur by 31 December 2022 (or such other date as agreed among the Company, on the one hand, and the Investors, on the other hand); or
- (ii) the occurrence of an Event of Default (as set forth in Schedule 7 hereto).

4.3.2 Upon the occurrence of any Repurchase Event, each Investor shall be entitled to serve a written notice (the “**Repurchase Notice**”) to the Founder Parties and the Company (such Investor serving such Repurchase Notice, the “**Existing Investor**”), and request the Founder Parties and the Company, on a joint and several basis, to redeem, repurchase or purchase (as applicable) from such

Existing Investor each of the relevant Preference Shares (collectively, the “**Redeeming Preference Shares**”, and each, a “**Redeeming Preference Share**”) at the Repurchase Amount, payable by the Founder Parties and the Company in cash in immediately available funds within 30 calendar days after their receipt of such Repurchase Notice. Each Existing Investor shall deliver all certificates for the Redeeming Preference Shares against the payment in full of its Repurchase Amount by the Founder Parties and the Company. For the avoidance of doubt, the Company and the Founder Parties shall, on a joint and several basis, be responsible for all the Costs incurred in connection with redeeming, repurchasing or purchasing (as applicable) of the Redeeming Preference Shares, and the Company and the Founder Parties shall provide to the Existing Investor evidence of the payment of the relevant Costs within six (6) months after such Redeeming Preference Shares being redeemed, repurchased or purchased (as applicable).

- 4.3.3 Upon the date of the first submission of the first Listing application form by or on behalf of the Company with the Stock Exchange or any other applicable securities exchange, this Clause 4.3 shall be suspended and shall only be resumed in accordance with Clause 9.3 of this Agreement at the earliest of (x) the Qualified IPO application has been effectively withdrawn by the Company, (y) the Qualified IPO application has been formally rejected by the Listing Authority or Stock Exchange after all appeal procedures have been exhausted, or (z) the Qualified IPO does not occur within twelve (12) months after such application is accepted by the Listing Authority or Stock Exchange, or such later date as the Parties hereto may agree, provided that no Listing has occurred.

#### **4.4 Information and Inspection Rights**

- 4.4.1 The Company shall prepare monthly and quarterly management accounts and yearly audited accounts of the Group. Such accounts shall include a consolidated profit and loss account, balance sheet and cash flow statement and financial statements analysis for the Group.
- 4.4.2 The Company shall provide each Investor with:
- (a) copies of the monthly management accounts of the Group prepared in accordance with Clause 4.4.1, such accounts to be provided within 21 days after the end of each month
  - (b) copies of the quarterly management accounts of the Group prepared in accordance with Clause 4.4.1, such accounts to be provided within 21 days after the end of each quarter;
  - (c) copies of the yearly management accounts of the Group prepared in accordance with Clause 4.4.1, such accounts to be provided within 120 days after the end of each financial year;
  - (d) audited consolidated accounts of the Company in respect of each financial year with an unqualified opinion expressed by an auditor approved by BOCI in accordance with the IFRS, such accounts to be provided within 120 days after the end of that financial year; and
  - (e) Annual Budget and Business Plans as approved by the Board 30 days prior to the start of a financial year.

- 4.4.3 All accounts referred to in Clauses 4.4.1 and Clauses 4.4.2 shall be prepared in accordance with IFRS and the Group's accounting policies approved by the Board and applied consistently.
- 4.4.4 The Company covenants and agrees that, the Investors or their respective appointees shall have the right (i) of inspection, including the right to access, examine and copy all books or accounts of each Group Company and/or any of their respective Subsidiaries at any time during regular working hours on reasonable prior notice to such Group Company, (ii) to discuss the business, operations and conditions of each Group Company and their respective Subsidiaries with their respective directors, officers, employees, accounts, legal counsel and investment bankers, and (iii) to appoint an independent auditor to examine the accounts of the Group Companies no more than once in every twelve (12) months.

#### **4.5 Drag-Along Rights**

- 4.5.1 In the event that the holders of at least a majority of the Preference Shares (the "**Selling Shareholders**"), approve a Trade Sale of the Company in writing, with a total valuation of the Company at least RMB1,500,000,000, then each shareholder of the Company shall:
- (i) if such transaction requires Shareholder approval, with respect to all Shares that each Shareholder owns or over which such shareholder otherwise exercises voting power, vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Trade Sale and to vote in opposition to any and all other proposals that could delay or impair the ability of the Company to consummate such Trade Sale;
  - (ii) sell all the Securities in the Company Companies owned by such Shareholder the same terms and conditions as the Selling Shareholders;
  - (iii) execute and deliver all related documentation and take such other action in support of the Trade Sale as shall reasonably be requested by the Company or the Selling Shareholders in order to carry out the terms and provision of this Clause 4.5.1, including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible Liens and claims) and any similar or related documents;
  - (iv) not deposit, and cause their affiliates not to deposit, except as provided in the Articles, any Shares owned by such party or its affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such shares, unless specifically requested to do so by the acquiror in connection with the Trade Sale; and
  - (v) refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Trade Sale.

## **5      ISSUE OF NEW SHARES**

### **5.1    Pre-emption right of shareholders on new shares**

The Company shall give each Shareholder 20 calendar days' prior written notice (the "**New Issue Notice**") of the proposed issuance (the "**Proposed Issuance**") of (i) any new Shares; or (ii) other Securities of the Company convertible into or exchangeable for Shares (the securities described in items (i) and (ii) in this Clause shall together be referred to as "**Offered Securities**"). The written notice shall (i) specify the number of Offered Securities the Company proposes to issue, (ii) identify the proposed offeree (the "**Proposed Offeree**"), and (iii) the proposed issuance price (the "**Proposed Issuance Price**"). By written notice to the Company ("**Subscription Notice**") given within 20 calendar days from the date of the notice of such Proposed Issuance, each Shareholder that is not a Founder Party or a holder of the ESOP Shares (each a "**Participation Rights Holder**", and collectively, the "**Participation Rights Holders**"), shall be entitled, at its sole discretion, to subscribe for all or part of its Pre-emptive Share of such Offered Securities at the Proposed Issuance Price pursuant to the applicable terms of this Clause 5. The failure of a Participation Rights Holder to deliver a Subscription Notice within the said 20-day notice period shall constitute a waiver of its right to participate in the subscription of the Offered Securities. Each Participation Rights Holder may also indicate in its Subscription Notice, if it so elects, its desire to participate in the subscription of such Offered Securities in excess of its Pre-emptive Share ("**Fully-Exercising Participation Rights Holder**"). If one or more Participation Rights Holders decline to subscribe for their Pre-emptive Share of the Offered Securities, then the unaccepted participation of such Participation Rights Holders ("**Excess Offered Securities**") shall automatically be accepted by the Fully-Exercising Participation Rights Holder. If such Excess Offered Securities are not sufficient to satisfy the demand of the Fully-Exercising Participation Rights Holders, then all such remaining Excess Offered Securities shall be allocated among such Fully-Exercising Participation Rights Holders according to the proportion that each such Fully-Exercising Participation Rights Holders' Pre-emptive Share bears to the sum of the Pre-emptive Shares of all such Fully-Exercising Participation Rights Holders.

### **5.2    Closing**

The closing of any subscription by the Participation Rights Holders of the Offered Securities under Clause 5.1 shall be held at such location as determined by the Board at 11:00 A.M. Hong Kong time on the 40th day after the date on which the Company gave the notice of the Proposed Issuance under Clause 5.1, or at such other time and place as the Company and those Participation Rights Holder purchasing any Offered Securities may agree upon. At such closing, the Participation Rights Holder participating in the subscription shall deliver, by wire transfer, the subscription price for the Offered Securities as is payable in cash, and all parties to the transaction shall execute such documents as are otherwise customary and appropriate.

### **5.3    Offer to Proposed Offeree**

In the event that the Participation Rights Holder do not subscribe for all of the Offered Securities pursuant to this Clause 5, the Offered Securities not so subscribed may be offered by the Company to the Proposed Offeree at any time within 90 calendar days after the date of the New Issue Notice, at not less than the price and upon other terms and

conditions, if any, not more favourable than those specified in the Subscription Notice. If any of the Offered Securities are sold pursuant to this Clause 5.3 to any purchaser who is not a party to this Agreement, the Company shall, before entering the name of the Proposed Offeree as a Shareholder, procure such Proposed Offeree to comply with Clause 8.3 and to be bound by this Agreement. In the event that the Company has not issued and sold such Offered Securities within such 90 calendar days period, then the Company shall not thereafter issue or sell any Offered Securities without again offering such Offered Securities to the Investors pursuant to this Clause 5.

- 5.4 This Clause 5 shall not apply in respect of (i) any bonus issue or any other share dividend that is distributed pro rata among holders of Shares; or (ii) any issue pursuant to the ESOP.

## **6 TRANSFER OF SHARES**

### **6.1 Right of first refusal**

6.1.1 Subject to Clause 7, if any Shareholder (other than the Investors) (the “**Proposed Selling Shareholder**”) proposes to transfer any Shares to any person (other than the Investors or the Company), it shall notify each of the Investors and the Company 20 calendar days’ prior written notice of its proposed transfer. The notice (the “**Transfer Notice**”) shall:

- (i) specify the number of Shares which it wishes to transfer, the proposed purchase price for the transfer and all other material terms of the transfer;
- (ii) identify the proposed transferee (the “**Proposed Transferee**”); and
- (iii) irrevocably offer to transfer to each of the Investors its ROFR Pro Rata Portion of such Shares proposed to be transferred on the same terms offered to the Proposed Transferee.

6.1.2 Each of the Investors may accept the offer to purchase all or part of its ROFR Pro Rata Portion of the Shares offered in the Transfer Notice by notifying such Proposed Selling Shareholder of its acceptance in writing at any time within 20 calendar days following receipt of the Transfer Notice (the “**Acceptance Notice**”). The Acceptance Notice shall include a statement of the ROFR Pro Rata Portion of Shares that the Investor may purchase. The Acceptance Notice shall be irrevocable and shall constitute a binding agreement by such Investor to purchase the relevant number of Shares stated in such Acceptance Notice. Failure of any Investor to give notice within the said 20-day period will be deemed to be its rejection of the offer.

### **6.2 Closing**

Closing of the transfer of the Shares by the Proposed Selling Shareholder to the relevant Investors pursuant to Clause 6.1.2 shall be held at such location and at such time as mutually agreed between the Proposed Selling Shareholder and such Investors, which shall be within five calendar days after the offer is accepted unless otherwise mutually agreed in writing. At such closing, the Proposed Selling Shareholder shall upon payment to it by the relevant Investors of the purchase price by wire transfer, transfer those Shares



to be purchased under Clause 6.1.2 and deliver the relevant share certificate(s) and other transfer documents to the relevant Investors. Each Party shall be responsible for its own Costs in connection with the transfer of any such Shares.

### **6.3 Transfer to Proposed Transferee**

If any of the Shares offered to the Investors are not purchased by the relevant Investors (the “**Residual Shares**”), subject to Clause 7, the Proposed Selling Shareholder may sell such Residual Share to the Proposed Transferee on the terms described in the Transfer Notice within 90 calendar days after the date of the Transfer Notice. If the Shares are not sold within this 90-day period, they may not be transferred without again complying with this Clause 6.

### **6.4 Restriction on Transfers**

Each Founder Parties agrees that, prior to the Qualified IPO by the Company, without the prior written consent of BOCI, it shall not, directly or indirectly, transfer, sell or dispose any Securities held by it in the Company or any Group Company. In the case that any such Securities is held by its ultimate beneficial owner through one or more level of holding companies (including without limitation, the Founder Holdco), any transfer, repurchase, or new issuance of the shares of such holding companies or similar transactions that have the effect of changing the beneficial ownership of such Securities shall be deemed as an indirect transfer of such Securities.

## **7 RIGHT OF CO-SALE**

7.1 The Proposed Selling Shareholder may only transfer Shares in accordance with the Transfer Notice if the Investors that have not fully exercised their respective Right of first refusal pursuant to Clause 6 above (each a “**Co-Sale Right Investor**”, and together, the “**Co-Sale Right Investors**”) are also permitted to participate in the transaction by transferring a number of Shares up to their respective Co-Sale Pro Rata Portions (“**Co-Sale Right**”). Each of the Co-Sale Right Investors may exercise its right to participate in the sale of the Shares to the transaction to the Proposed Selling Shareholder on materially the same overall terms and conditions as specified in the Transfer Notice. To exercise its rights hereunder, such Co-Sale Right Investor must have provided a notice (the “**Tag-Along Notice**”) to the Proposed Selling Shareholder indicating the number of Shares it wish to sell within 20 calendar days after the date of the Transfer Notice.

7.2 If any of the Co-Sale Right Investors elects to exercises its respective Co-Sale Right pursuant to Clause 7.1 above (each a “**Co-Sale Right Exercising Investor**”, and together, the “**Co-Sale Right Exercising Investors**”), the Proposed Selling Shareholder shall use its reasonable efforts to procure the Proposed Transferee to purchase the Co-Sale Pro Rata Portion to be sold by the Co-Sale Right Exercising Investors. To the extent that the Proposed Transferee prohibits such assignment or otherwise refuses to purchase any Shares from any Co-Sale Right Exercising Investor as specified in the respective Tag-Along Notices, the Proposed Selling Shareholder shall allocate the maximum number of Shares that the Proposed Transferee is willing to purchase (the “**Allocable Shares**”) among the Proposed Selling Shareholder and the Co-Sale Right Exercising Investors in the following manner:

- (i) each Co-Sale Right Exercising Investor shall be entitled to sell up to the lesser of (i) the number of Shares proposed to be sold by the Co-Sale Right Exercising Investor, as specified in the relevant Tag-Along Notice; and (ii) the product of (x) the total number of the Allocable Shares and (y) a fraction, the numerator of which is the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such Co-Sale Right Exercising Investor and the denominator of which is the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by the Proposed Selling Shareholder and all of the Co-Sale Right Exercising Investors;
- (ii) the Proposed Selling Shareholder shall be entitled to sell (x) the Allocable Shares; minus (y) the aggregate number of Shares that all of the Co-Sale Right Exercising Investors are entitled to sell pursuant to sub-paragraph (i) above; and
- (iii) if after allocating the Allocable Shares among the Proposed Selling Shareholder and the Co-Sale Right Exercising Investors in accordance with sub-clauses (i) and (ii) above, there are Allocable Shares that remain unallocated, then any such Allocable Shares shall be allocated to the Proposed Selling Shareholder.

7.3 Any sale pursuant to Clause 7.1 shall be on the same terms and conditions described in the Transfer Notice. The sale of Shares by the Co-Sale Right Exercising Investors pursuant to this Clause 7 shall be completed no later than the completion of the sale of the Shares by the Proposed Selling Shareholder to the Proposed Transferee in accordance with Clause 6 and Clause 7. Each of the Co-Sale Right Exercising Investors shall promptly deliver to the Proposed Transferee all relevant documents to effect its participation in the sale.

7.4 To the extent that the Proposed Transferee is only interested in purchasing Ordinary Shares from the Co-Sale Right Exercising Investors, the Co-Sale Right Investor shall first convert their respective Preference Shares into Ordinary Shares. The Company agrees to make any such conversion concurrent with and contingent upon the actual transfer of such shares to the Proposed Transferee.

## **8 TERMS AND CONSEQUENCES OF TRANSFER OF SHARES**

### **8.1 Transfer terms**

Any sale and/or transfer of Shares pursuant to this Agreement shall be on terms that those Shares:

8.1.2 are transferred free from and clear of all claims, pledges, equities, Liens, charges, encumbrances and third party rights of any nature (other than the encumbrances as created pursuant to this Agreement); and

8.1.3 are transferred with the benefit of all rights attaching to them as at the date of transfer.

### **8.2 Registration**

The Parties shall procure that a transfer of Shares is not approved for registration unless the provisions regarding transfers of Shares in this Agreement and the Articles have been complied with.

### **8.3 Deed of adherence**

It shall be a condition precedent to the right of any Shareholder (the “**Transferor**”) to transfer Shares that the Transferor procures that the transferee of the relevant Shares (the “**Transferee**”) (if not already bound by the provisions of this Agreement) executes a deed of adherence in the form set out in Schedule 2 under which the Transferee shall agree to be bound by and shall be entitled to the benefit of this Agreement with effect from the completion of the transfer of the relevant Shares as if it was an original party hereto in place of the Transferor to the extent of the Shares transferred and any other agreements in connection with the business to the extent such agreements are executed in its capacity as a Shareholder.

### **8.4 Further assurance**

Each Party shall do all things and carry out all acts which are reasonably necessary to effect the transfer of the Shares in accordance with the terms of this Agreement.

### **8.5 Legend**

Each certificate representing the Ordinary Shares or the Preference Shares shall bear a legend in substantially the following form:

THE RIGHTS TO VOTE AND TO TRANSFER THIS SECURITY ARE LIMITED BY A SHAREHOLDERS’ AGREEMENT, A COPY OF WHICH IS AVAILABLE WITHOUT COST FROM THE COMPANY. ANY TRANSFER IN VIOLATION OF THAT AGREEMENT IS VOID.

## **9 DURATION AND TERMINATION**

### **9.1 Duration**

Except as otherwise provided herein, this Agreement shall continue in full force and effect without limit in point of time until the earlier of the following events:

- a. all of the Parties agree in writing to terminate this Agreement; and
- b. with respect to any Shareholder, the date upon which such Shareholder ceases to hold any Shares;

### **9.2 Termination**

Termination of this Agreement shall be without prejudice to any Liability or Obligation in respect of any matters, undertakings or conditions which shall not have been observed or performed by the relevant Shareholder prior to such termination. Clause 10, 11, 12 and 13 shall survive any termination.

### **9.3 Termination of Rights**

In order to comply with the requirements of Qualified IPO, except as otherwise provided in this Agreement, all Parties agree and consent that, this Agreement and all rights and covenants contained herein, except for Obligations set forth in Clause 10, 11, 12 and 13, shall terminate on the last date as explicitly required by applicable Laws and/or Listing Rules, or upon Listing, whichever is earlier. All the rights and privileges of such Investor contained herein shall be resumed automatically (and the relevant rights and interests of the Investors shall be traceable during the suspension period) at the earliest of (x) the Qualified IPO application has been effectively withdrawn by the Company, (y) the Qualified IPO application has been formally rejected by the Listing Authority or Stock Exchange after all appeal procedures have been exhausted, or (z) the Qualified IPO does not occur within twelve (12) months after such application is accepted by the Listing Authority or Stock Exchange, or such later date as the Parties hereto may agree, provided that no Listing has occurred. In such event, each of the Group Company and the Founder Parties shall take all such actions as necessary or desirable to restore such the rights and privileges of such Investor contained herein, including without limitation (i) causing the Company to amend the Restated Articles, (ii) causing the Company to issue to such Investor applicable class and number of shares of the Company, and (iii) entering into agreements containing substantially the same terms and conditions hereof.

## **10 CONFIDENTIALITY AND PUBLIC ANNOUNCEMENT**

### **10.1 Subject to Clauses 10.2 and 10.3:**

10.1.1 each of the Parties shall, and shall procure each of its officers, employees, agents and advisers to, treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into this Agreement (or any agreement entered into pursuant to this Agreement) which relates to:

- (i) the provisions of this Agreement or any agreement entered into pursuant to this Agreement; or
- (ii) the negotiations relating to this Agreement (and any such other Transaction Documents); and

10.1.2 each of the Parties shall, and shall procure each of its officers, employees, agents and advisers to, treat as strictly confidential and not disclose or use any information received or obtained as a result of the nominee(s) of the Party (where applicable) participating in the Board or any committee of the Board.

### **10.2 Clause 10.1 shall not prohibit disclosure or use of any information if and to the extent:**

10.2.1 information which was in the public domain or otherwise known to the relevant party before it was furnished to it by another party hereto or, after it was furnished to that party, entered the public domain otherwise than as a result of (i) a breach by that party of this Clause 10 or (ii) a breach of a confidentiality Obligation by the discloser, where the breach was known to that party;

10.2.2 information the disclosure of which is necessary in order to comply with any applicable Laws, the order of any court, the requirements of a stock exchange or

to obtain Taxation or other clearances or consents from any relevant competent Regulatory Authorities;

10.2.3 information disclosed by the Company to a bona fide proposing purchaser or investor of any securities of the Company;

10.2.4 information disclosed by the Company, the disclosure of which is in connection with the Submissions, the Listing and/or the preparation for the Listing, to the extent that it is legally required by the competent Regulatory Authority and/or pursuant to the Listing Rules and provided that the Company shall exercise reasonable efforts to keep confidential such information; and/or

10.2.5 information disclosed by the Investors to such Investor's Affiliates, such Investor's and/or such Affiliate's respective employees, officers, directors, legal counsels, auditors, insurers, accountants, consultants, investment counsels or advisors.

provided that prior to disclosure or use of any information pursuant to Clauses 10.2.1, 10.2.2 or 10.2.3, the Party concerned shall promptly notify the other Parties of such requirement with a view to providing the other Parties with the opportunity to contest such disclosure or use or otherwise to agree the timing and content of such disclosure or use.

**10.3** No announcement or circular in connection with the existence or the subject matter of this Agreement shall be made or issued by or on behalf of any Party without the prior written approval of the Investors.

**10.4** Notwithstanding Clause 9, this Clause 10 shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of any person.

## **11 NOTICE**

### **11.1 Addresses**

Any notice or other communication in connection with this Agreement to be given to any Party shall be in writing (a "Notice") to the addressee at its address (or number) for the receipt thereof specified below (or such other address or fax number as the addressee has by five (5) days' prior written Notice specified to the other Parties to this Agreement):

- (a) in the case of the Investors, to the address against their respective name set forth in Schedule 4.
- (b) in the case of the Ordinary Shareholders, to the address against their respective name set forth in Schedule 5.
- (c) in the case of the Company, to:

Address: Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong  
Attention: The Board of Directors

or to such other address or fax number as the relevant Party may have notified to the other Parties in accordance with this Clause 11.

Any Notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if delivered personally, when left at the address set forth above; (b) if sent by prepaid registered post or courier, three (3) Business Days (or five (5) Business Days if sent by airmail) after posting it; (c) if sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine; and (d) if sent by email, when actually received in readable form.

## **11.2 Office Hours**

Any Notice given under this Agreement outside Office Hours in the place to which it is addressed shall be deemed not to have been given until the start of the next period of Office Hours in such place.

## **12 GENERAL**

### **12.1 Remedies**

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedy.

### **12.2 Severance**

12.2.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification (including limiting the application of such provision to particular Party(ies)) is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.

12.2.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 12.2.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 12.2.1, not be affected.

### **12.3 Survival of rights, duties and Obligations**

Termination of this Agreement for any cause shall not release a Party from any Liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.

### **12.4 Costs**

Except as otherwise provided in the Subscription Agreement, each Party (except BOCI) shall bear its own Costs incurred in connection with the negotiation, preparation and execution of this Agreement.

### **12.5 Further assurance**

Each Party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

### **12.6 Whole agreement**

This Agreement contain the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by Law which may be excluded by contract and supersede any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

### **12.7 No inducement**

Each of the Parties acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

### **12.8 Assignment**

12.8.1 This Agreement shall be binding on the Parties hereto and their respective successors and permitted assignees.

12.8.2 None of the Parties shall be entitled to assign this Agreement or any of its rights and Obligations hereunder except to a transferee of that Party's Shares, and provided that the transfer shall have complied with Clauses 6 and 7 (as applicable).

### **12.9 Conflict with the Articles**

In the event of any ambiguity or discrepancy between the provisions of this Agreement and the Articles, it is intended that the provisions of this Agreement shall prevail and accordingly the Shareholders shall exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Agreement and, if necessary, to procure any required amendment to the Articles.

### **12.10 Observance of the Articles**

Subject to Clause 12.9, the Shareholders hereby undertake to each other to observe the provisions of the Articles.

#### **12.11 Several Obligations**

The Obligations of each Shareholder under this Agreement shall in each case be several so that each Shareholder shall only be liable for its own actions or failures to act in accordance with the terms of this Agreement, and none of them shall be liable for a failure to procure anything required by this Agreement where such failure is attributable to any action or failure to act by another Shareholder, but without prejudice to the Liability of such other Shareholder.

#### **12.12 No Partnership**

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties hereto, nor constitute any Party the agent of any other Party for any purpose.

#### **12.13 Release, waivers etc.**

Any Liability to any Party may in whole or in part be released, compounded or compromised in time or indulgence given by that Party in its absolute discretion as regards any Party under such Liability without in any way prejudicing or affecting its rights against any other party under the same or a like Liability, whether several or otherwise. No failure by any party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement (each, a “**Right**”) shall operate as a waiver of that Right, nor shall single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Rights. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

#### **12.14 Variation**

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

#### **12.15 Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument, but shall not be effective until each signing party has executed at least one counterpart.

#### **12.16 Third party rights**

A person who is not a party to this Agreement shall have no rights under the Contracts (Right of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the terms of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required for any variation (including any release or compromise of any Liability under), or termination, of this Agreement.

### **13 GOVERNING LAW AND JURISDICTION**



- 13.1 This Agreement (and any non-contractual Obligations arising from or connected to this Agreement) is governed by and shall be construed in accordance with the Laws of Hong Kong without reference to its conflict of law principles.
- 13.2 Any dispute arising out of or in connection with this Agreement which is not resolved within 30 calendar days after notice by a Party to the other Parties shall be referred to and finally resolved by arbitration at the China International Economic and Trade Arbitration Commission Hong Kong Arbitration Center (the “CIETAC”) under its rules in force at the time (and which rules are incorporated by reference in this Clause). The arbitration shall be conducted in Hong Kong and shall be administered by the CIETAC in accordance with the CIETAC Arbitration Rules in force at the time of the commencement of the arbitration. However, if such rules are in conflict with the provisions of this Clause 13.2, the provision of this Clause 13.2 shall prevail. The dispute shall be referred to an arbitration tribunal consisting of three arbitrators appointed in accordance with the CIETAC Arbitration Rules. The decision of the tribunal shall be final and binding on the parties to this Agreement, and the prevailing Party may apply to a court of competent jurisdiction for enforcement of such award. The Costs and expenses of the arbitration, including the fees of the arbitral tribunal shall be borne and paid by the parties to this Agreement in such proportions as the arbitral tribunal shall determine. The language of the arbitration shall be English.
- 13.3 Arbitration is the exclusive remedy for any dispute under this Agreement, and no party may commence or maintain any judicial proceeding regarding any dispute or appeal any arbitral award, except in accordance with Clause 13.2. The Parties shall duly and punctually perform their Obligations under this Agreement pending issuance of the arbitral award.
- 13.4 In aid of any proceedings pursuant to Clause 13.2, each Party irrevocably submits itself to the nonexclusive jurisdiction of any court of competent jurisdiction in Hong Kong in connection with any proceeding to compel arbitration or otherwise in aid of arbitration arising out of this Agreement. Each Party waives and agrees not to assert any claim of lack of jurisdiction, of inconvenient forum, of improper venue in relation to any such application to such relevant court.

#### **14 PROCESS AGENTS**

- 14.1 To the extent that an Investor is not a company incorporated in Hong Kong, each of the Investors hereby agree the process by which any legal proceedings in Hong Kong are begun may be served on it by being delivered to it at the process agent address against their respective name set forth in Schedule 4, service upon whom shall be deemed valid service upon such Investors whether or not the process is forwarded to or received by such Investors. If for any reason its process agent ceases to be able to act as process agent, or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent and to deliver to the other Parties a copy of the new process agent’s acceptance of that appointment within 10 calendar days.
- 14.2 Each of the Ordinary Shareholders hereby agree the process by which any legal proceedings in Hong Kong are begun may be served on it by being delivered to it at the process agent address against their respective name set forth in Schedule 5, service upon whom shall be deemed valid service upon such Ordinary Shareholder whether or not the process is forwarded to or received by such Ordinary Shareholder. If for any reason its

process agent ceases to be able to act as process agent, or no longer has an address in Hong Kong, the Ordinary Shareholder irrevocably agrees to appoint a substitute process agent and to deliver to the other Parties a copy of the new process agent's acceptance of that appointment within 10 calendar days.

- 14.3** Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Laws.

## **SCHEDULE 1**

### **Reserved Matters requiring consent from the Investor's Appointed Directors**

1. The appointment and removal of the auditors of any Group Company.
2. Approval of the Annual Budget or the Business Plan of the Group, or any deviation from or material amendment of the same.
3. Any distribution of profits amongst the Shareholders by way of dividend (interim or final), and any capitalization of reserves or otherwise.
4. Any investment in an amount exceeding 10% of the net asset value of the Group in any fiscal year, other than as expressly provided for in the Annual Budget or the Business Plan then in effect.
5. Any acquisition of assets with a value exceeding 10% of the net asset value of the Group in that fiscal year, other than the acquisition of inventory in the ordinary course of business as currently conducted and any acquisition of assets that is expressly provided for in the Business Plan then in effect.
6. Any sale or disposal of or creation of any Lien over all or substantial assets of any Group Company or any material asset, goodwill or undertaking of any Group Company as a result of which such Group Company may not be able to continue or maintain its normal business or the scale of its normal business.
7. Any act to sell, transfer, license, charge, encumber or otherwise dispose of any trademarks, patents or other intellectual property owned by any Group Company.
8. Any act to acquire any share capital or other Securities constituting a controlling interest of any corporate entity.
9. Any act to dispose or transfer of any Group Company's equity interest, directly or indirectly, in any of its Subsidiaries.
10. Any act to borrow any money or obtain any financial facilities by any Group Company of an amount over US\$500,000 in a single transaction or a series of related transactions outside of the approved Annual Budget or the Business Plan.
11. Any transaction or matter in which any Group Company will act as guarantor or will be required to pledge its assets for an amount over US\$500,000 in a single transaction or a series of related transactions outside of the approved Annual Budget or the Business Plan.
12. Any change to any Group Company's accounting or tax year.
13. Any material change in the accounting principles adopted by the Company or other accounting methods, practices, procedures or policies of any Group Company, other than as required by applicable Laws.
14. Establishment, adoption, funding, administration, amendment, termination of any equity-based bonus or incentive plan, profit sharing mechanism, employee share option plan any

- Group Company (including, but not limited to, the ESOP) other than as required by applicable Laws, or any distribution of dividend.
15. Any public offering of shares or other securities of any Group Company, or the shares or securities of the relevant entity resulting from any merger, reorganization or other arrangements made by any Group Company for the purpose of public offering.
  16. Any resolutions in relation to voluntary liquidation, dissolution, bankruptcy of the any Group Company or other like proceedings or arrangements with creditors or other events of a similar nature or applying for the appointment of a receiver or an administrator over the Group's assets.
  17. Any resolution in relation to any merger, consolidation or amalgamation of any Group Company with any other entity or entities or any spin-off, sub-division, share swap, or any other transaction of a similar nature or having a similar economic effect as any of the foregoing, or other forms of restructuring of any Group Company.
  18. Any transaction which may constitute a connected transaction under the Listing Rules (other than the transactions that may be fully exempted from the reporting, announcement and independent shareholders' approval requirements pursuant to Chapter 14A of the Listing Rules).
  19. The creation, allotment or issue of any Shares or of any other Security of the Company convertible into Shares or any other equity or debt Security of the Company (other than pursuant to the ESOP).
  20. Any repeal, amendment, modification or change of this Agreement or the Articles (save in accordance with Clause 12.9).
  21. Any cessation to conduct or any material change in the principal business of the Group.
  22. Any increase, reduction, cancellation or repurchase of the authorized or issued share capital (as applicable) of any Group Company.
  23. The payment of the fees and expenses in relation to the Listing by the Company pursuant to a Qualified IPO.

## **SCHEDULE 2**

### **Deed of Adherence**

THIS DEED OF ADHERENCE is made on [•] by [•] of [•] (the “Covenantor”)

**SUPPLEMENTAL** to a shareholders’ agreement dated [•] and made among [•] and [•] (the “Agreement”). Terms defined in the Agreement shall have the same meanings in this Deed unless otherwise specified.

The Covenantor covenants as follows:

1. The Covenantor confirms that it has been supplied with and has read a copy of the Agreement.
2. The Covenantor covenants with each of the persons named in the Schedule to this Deed:
  - 2.1 to observe perform and be bound by, and shall be entitled to the benefit of, all the terms of the Agreement which are capable of applying to the Covenantor and which have not been performed at the date of this Deed to the intent and effect that the Covenantor shall be deemed with effect from the date on which the Covenantor is registered as a shareholder of Betters Medical Investment Holdings Limited to be a party to the Agreement (as if named as a party to that Agreement in place of ([•]) (“Transferor”) to the extent of the [•] Shares transferred to the Covenantor); and
  - 2.2 to observe perform and be bound by all the terms of the any other agreements in connection with the business of the Company to the extent such agreements are executed by the Transferor in the capacity as Shareholder and which are capable of applying to the Covenantor and which have not been performed at the date of this Deed.
3. This Deed shall be governed by and construed in accordance with the Laws of Hong Kong and the Covenantor hereby submits irrevocably to the non-exclusive jurisdiction of the English Courts (but accepts that this Deed may be enforced in any court of competent jurisdiction) and hereby appoints [•], being a person resident in Hong Kong and reasonably acceptable to the Board of Directors of the continuing Shareholders] as its agent for service of all process in any legal action or proceedings arising out of or connected with this Deed or the Agreement.

**EXECUTED** as a deed on the date written above.

**Schedule**

**Parties to Agreement including those who have executed earlier Deeds of Adherence**

1.     [•]
2.     [•]
3.     [•]
4.     [•]
5.     [•]

**SCHEDULE 3****Shareholding structure of the Company as at the date of this Agreement**

<b>Name of Shareholders</b>	<b>Number of Shares</b>	<b>Share Percentage</b>
Auto King International Limited	6,010,191 ordinary shares	53.33%
Brilliant Cut Limited	774,032 ordinary shares	6.87%
Daily Charm Holdings Limited	755,360 ordinary shares	6.70%
Cheer Aim Investments Limited	475,200 ordinary shares	4.22%
Cosmic Discovery Limited	434,739 ordinary shares	3.86%
Mighty Sino International Limited	396,049 ordinary shares	3.51%
Nation Hero International Limited	316,721 ordinary shares	2.81%
Rainbow Avenue Limited	237,887 ordinary shares	2.11%
Pride Supreme Limited	272,874 ordinary shares	2.42%
Good Hero Global Limited	132,858 ordinary shares	1.18%
Major Delight Limited	49,569 ordinary shares	0.44%
Success Avenue Limited	44,520 ordinary shares	0.40%
Tiger Goal Limited	100,000 ordinary shares	0.89%
<b>TOTAL</b>	<b>10,000,000 Ordinary Shares</b>	<b>88.74%</b>
BOCI	833,782 Preference Shares	7.40%
Courage Elite Limited	174,825 Preference Shares	1.55%
China Venture Capital (Hong Kong) Co., Limited	87,413 Preference Shares	0.78%
IPE GROUP LIMITED	87,413 Preference Shares	0.78%
Weitian Limited	86,067 Preference Shares	0.76%
<b>TOTAL</b>	<b>1,269,500 Preference Shares</b>	<b>11.26%</b>
<b>GRAND TOTAL</b>	<b>11,269,500 Shares</b>	<b>100%</b>

**SCHEDULE 4****Investors**

<b>Name of Investors</b>	<b>Registered Address</b>	<b>Contact Details</b>	<b>Process Agent</b>
BOCI	26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong	Attention: Jiayi Liu Tel: +852 3988 6191 Email: HK-PE@bocigroup.com Add: 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong	N/A
Courage Elite Limited	Unit A, 3/F, Cheong Sun Tower, 116-118 Wing Lok Street, Sheung Wan, HK	Attention: Emmy Li Tel: +852 9729 8830 Email: emmyli@gmail.com Add: P.O. Box 35097, King's Road Post Office, North Point, Hong Kong	N/A
China Venture Capital (Hong Kong) Co., Limited	Room A, 15/F Fortis Tower, 77-79 Gloucester Road, Wan Chai, Hong Kong	Attention: 黄春生 Tel: +86-13828734465 Add: Room A, 15/F Fortis Tower, 77-79 Gloucester Road, Wan Chai, Hong Kong	N/A
IPE GROUP LIMITED	Unit 5-6, 23/F, Enterprise Square Three, 39 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong	Attention: 卢添美 Tel: +86-18520808227 Add: Unit 5-6, 23/F, Enterprise Square Three, 39 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong	N/A
Weitian Limited	P.O. Box 957, Offshore Incorporation Centre, Road Town, Tortola, British Virgin Island	Attention: Ng Chi Lung (吳志龍) Tel: +852 9698 8809 Add: Room 2106, 21/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan Hong Kong	Billion Team Investment Limited  Unit 3309, 33/F, West Tower, Shun Tak Centre, Sheung Wan, Hong Kong  Attention : Ng Chi Lung (吳志龍)



**SCHEDULE 5****Ordinary Shareholders**

<b>Name of Ordinary Shareholders</b>	<b>Registered Address</b>	<b>Contact Details</b>	<b>Process Agent</b>
Auto King International Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Brilliant Cut Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Daily Charm Holdings Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Cheer Aim Investments Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Cosmic Discovery Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Mighty Sino International Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Nation Hero	Vistra Corporate	Flat O, 10/F., Yue	Global Leader

International Limited	Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Enterprises Limited
Rainbow Avenue Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Pride Supreme Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Good Hero Global Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Major Delight Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Success Avenue Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited
Tiger Goal Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands	Flat O, 10/F., Yue Cheung Centre, 1-3 Wong Chuk Yeung Street, Fotan, New Territories, Hong Kong	Global Leader Enterprises Limited

## SCHEDULE 6

### LIST OF THE PRC COMPANIES

1. Baide (Guangdong) Capital Management Co., Ltd. (百德 (广东) 资本管理有限公司), a wholly-foreign owned enterprise established under the laws of the PRC.
2. Guangzhou Dedao Capital Management Co., Ltd. (广州德道资本管理有限公司), a company incorporated under the laws of the PRC.
3. Guangzhou Baihui Enterprise Management Co., Ltd. (广州百辉企业管理有限公司), a company incorporated under the laws of the PRC.
4. Guangzhou Yide Capital Management Co., Ltd. (广州易德资本管理有限公司), a company incorporated under the laws of the PRC.
5. Guangzhou Zhengde Enterprise Management Co., Ltd. (广州正德企业管理有限公司), a company incorporated under the laws of the PRC.
6. Baide (Suzhou) Medical Co., Ltd. (百德 (苏州) 医疗有限公司), a company incorporated under the laws of the PRC (“**Suzhou Baide**”).
7. Guoke Baide (Guangdong) Medical Co., Ltd. (国科百德 (广东) 医疗有限公司), a company incorporated under the laws of the PRC.
8. Henan Ruide Medical Equipment Co., Ltd. (河南瑞德医疗器械有限公司), a company incorporated under the laws of the PRC.
9. Hunan Baide Medical Technology Co., Ltd. (湖南百德医疗科技有限公司), a company incorporated under the laws of the PRC.
10. Nanjing Changcheng Medical Equipment Co., Ltd. (南京长城医疗设备有限公司), a company incorporated under the laws of the PRC.
11. Guizhou Baiyuan Medical Co., Ltd. (贵州百源医疗有限公司), a company incorporated under the laws of the PRC.
12. Ruikede Biology Technology (Xiamen) Co., Ltd. (瑞科德生物科技 (厦门) 有限公司), a company incorporated under the laws of the PRC.

## **SCHEDULE 7**

### **Event of Default**

- (a) the Company and/or any Founder Party commits any breach of or omits to observe any of its undertakings or obligations under this Agreement, the Subscription Agreement, any other Transaction Documents, or any debt Securities in which the Company and/or any Founder Party is a party; or
- (b) (A) any Group Company has committed, or omitted to do, any act or thing in contravention of any Law, as a result of which the business operation of any Group Company in a major location in the PRC shall have to close or substantially scale down or will be materially adversely impacted, or (B) if due to any change in Law, or in the enforcement of such Law, or as a result of any necessary license and permit being revoked or not being renewed, the business operation of any Group Company in a major location in the PRC shall have to close or substantially scale down or will be materially adversely impacted; or
- (c) the Company and/or any Founder Party is unable or admits inability to pay its debts as they fall due or enters into any compromise, composition or other arrangement for the benefit of its creditors generally or any class of its creditors or any proceedings are commenced in relation to the Company and/or any Founder Party under any law, enactment, regulation or procedure relating to reconstruction, readjustment or rescheduling of debts; or
- (d) before the consummation of a Qualified IPO by the Company, any Founder Party, directly or indirectly, transfer, sell or dispose any Securities held by it in the Company or any Group Company not in accordance with this Agreement or without prior written consent from the Investors (as the case may be); or
- (e) any Founder and/or a majority of the Key Employees terminates his or her employment with any Group Company; or
- (f) any Founder and/or any Key Employee breaches or violates any of his or her non-competing obligations to any Group Company; or
- (g) the Founder (A) is not devoting his or her full working time to the conduct of, or (B) is not in response of any management of the business of a Group Company or the Group; or
- (h) a creditor takes possession of, or a distress, execution, sequestration is executed or enforced upon, the whole or any part of the business or assets of the Company and/or any Founder Party and such possession, distress, execution or sequestration is not contested on valid grounds, released, lifted, discharged or discontinued within fourteen (14) days; or
- (i) any Founder Party or any other person takes any action or any legal proceedings are started or other steps taken for (i) any Founder Party to be adjudicated or found bankrupt or insolvent, or (ii) the winding-up, liquidation or dissolution of any Founder Party, or (iii) the appointment of a liquidator, trustee, receiver, receiver manager, administrator, administrative receiver or similar officer of any Founder Party or of the whole or any part of any Founder Party's business, undertaking, properties, assets, rights or revenues; or

- (j) any outcome in any trial, action or proceeding against any Founder Party (including, but not limited to, the law suit filed by Changwen CAI (蔡长文) against the Founder in relation to her shareholding in Suzhou Baide) that (i) has contributed to the failure for the Company to consummate its Qualified IPO (including, but not limited to, the Company's withdrawal of its initial public offering of Ordinary Shares, or the Company's initial public offering application being rejected by the Stock Exchange); and/or (ii) would constitute a Material Adverse Change.

## SCHEDULE 8

### Indemnification Agreement

THIS INDEMNIFICATION AGREEMENT (this “*Agreement*”) is made as of \_\_\_\_\_, 2021, by and between Betters Medical Investment Holdings Limited, a Cayman Islands company (the “*Company*”), and [●] (the “*Indemnatee*”), a director of the Company.

WHEREAS, the Indemnatee has agreed to serve as a director of the Company and in such capacity will render valuable services to the Company;

WHEREAS, in order to induce and encourage highly experienced and capable persons such as the Indemnatee to serve as directors of the Company, the Board of Directors has determined, that this Agreement is not only reasonable and prudent, but necessary to promote and ensure the best interests of the Company and its shareholders; and

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, and other good and valuable consideration, including, without limitation, the service of the Indemnatee, the receipt of which hereby is acknowledged, and in order to induce the Indemnatee to serve as a director of the Company, the Company and the Indemnatee hereby agree as follows:

1. **Definitions.** As used in this Agreement:

(a) “*Board of Directors*” shall mean the board of directors of the Company.

(b) “*Change in Control*” shall mean (i) any person (excluding any trustee or other fiduciary holding securities pursuant to an employee benefit or welfare plan or employee share plan of the Company or any subsidiary of the Company, or any entity organized, appointed, established or holding securities of the Company with voting power for or pursuant to the terms of any such plan) is or becomes the beneficial owner, directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company’s then outstanding securities without the prior approval of at least two-thirds of the Continuing Directors (as defined below) in office immediately prior to such person’s attaining such interest; (ii) the Company is a party to a merger, consolidation, scheme of arrangement, sale of assets or other reorganization, or a proxy contest, as a consequence of which Continuing Directors in office immediately prior to such transaction or event constitute less than a majority of the Board of Directors of the Company (or any successor entity) thereafter; or (iii) during any period of two (2) consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (including for this purpose any new director whose election or nomination for election by the Company’s shareholders was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such period) (such directors being referred to herein as “*Continuing Directors*”) cease for any reason to constitute at least a majority of the Board of Directors of the Company.

(c) “*Disinterested Director*” with respect to any request by the Indemnatee for indemnification or advancement of expenses hereunder shall mean a director of the Company who neither is nor was a party to the Proceeding (as defined below) in respect of which indemnification or advancement is being sought by the Indemnatee.

(d) The term “**Expenses**” shall mean, without limitation, reasonable expenses of Proceedings, including attorneys’ fees, disbursements and retainers, accounting and witness fees, expenses related to the preparation or service as a witness, travel and deposition costs, expenses of investigations, judicial or administrative proceedings and appeals, amounts paid in settlement of a Proceeding by or on behalf of the Indemnitee, reasonable costs of attachment or similar bonds, any reasonable expenses of attempting to establish or establishing a right to indemnification or advancement of expenses, under this Agreement, the Company’s Memorandum of Association and Articles of Association as currently in effect (the “**Articles**”), applicable law or otherwise, and reasonable compensation for time spent by the Indemnitee in connection with the investigation, defense or appeal of a Proceeding or action for indemnification for which the Indemnitee is not otherwise compensated by the Company or any third party. The term “Expenses” shall not include the amount of judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually levied against or sustained by the Indemnitee to the extent sustained after final adjudication.

(e) The term “**Independent Legal Counsel**” shall mean any firm of attorneys reasonably selected by the Board of Directors of the Company, so long as such firm has not represented the Company, the Company’s subsidiaries or affiliates, the Indemnitee, any entity controlled by the Indemnitee, or any party adverse to the Company, within the preceding two (2) years. Notwithstanding the foregoing, the term “Independent Legal Counsel” shall not include any person who, under applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee’s right to indemnification or advancement of expenses under this Agreement, the Company’s Articles, applicable law or otherwise.

(f) The term “**Proceeding**” shall mean any pending or completed action, suit, arbitration, alternate dispute resolution mechanism, or any other proceeding (including, without limitation, an appeal therefrom), formal or informal, whether brought in the name of the Company or otherwise, whether of a civil, criminal, administrative or investigative nature, and whether by, in or involving a court or an administrative, other governmental or private entity or body (including, without limitation, an investigation by the Company or its Board of Directors), by reason of (i) the fact that the Indemnitee is or was a director of the Company, or is or was serving at the request of the Company as an agent of another enterprise, whether or not the Indemnitee is serving in such capacity at the time any liability or expense is incurred for which indemnification or reimbursement is to be provided under this Agreement, (ii) any actual or alleged act or omission or neglect or breach of duty, including, without limitation, any actual or alleged error or misstatement or misleading statement, which the Indemnitee commits or suffers while acting in any such capacity, or (iii) the Indemnitee attempting to establish or establishing a right to indemnification or advancement of expenses pursuant to this Agreement, the Company’s Articles, applicable law or otherwise.

(g) The phrase “**serving at the request of the Company as an agent of another enterprise**” or any similar terminology shall mean, unless the context otherwise requires, serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic. The phrase “serving at the request of the Company” shall include, without limitation, any service as a director of the Company which imposes duties on, or involves services by, such director with respect to the Company or any of the Company’s subsidiaries, affiliates, employee benefit or welfare plans, such plan’s participants or beneficiaries or any other enterprise, foreign or domestic. In the event that the Indemnitee shall be a director, officer, employee or agent of another corporation, partnership, limited liability

company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic, more than fifty percent (50%) of the ordinary shares, combined voting power or total equity interest of which is owned by the Company or any subsidiary or affiliate thereof, then it shall be presumed conclusively that the Indemnatee is so acting at the request of the Company.

2. **Services by the Indemnatee.** The Indemnatee agrees to serve as a director of the Company under the terms of the Indemnatee's agreement with the Company (if any) for so long as the Indemnatee is duly elected and qualified, appointed or until such time as the Indemnatee tenders a resignation in writing or is removed as a director; provided, however, that the Indemnatee may at any time and for any reason resign from such position (subject to any other contractual obligation or other obligation imposed by operation of law).

3. **Proceeding Other Than a Proceeding By or In the Right of the Company.** The Company shall indemnify the Indemnatee if the Indemnatee is a party to or is otherwise involved in any Proceeding (other than a Proceeding by or in the right of the Company), by reason of the fact that the Indemnatee is or was a director of the Company, or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, interest or penalties, and excise taxes assessed with respect to any employee benefit or welfare plan (if applicable), which are actually and reasonably incurred by the Indemnatee in connection with such a Proceeding, to the fullest extent permitted by applicable law; provided, however, that any settlement of a Proceeding must be approved in advance in writing by the Company (which approval shall not be unreasonably withheld).

4. **Proceedings By or In the Right of the Company.** The Company shall indemnify the Indemnatee if the Indemnatee is a party to or threatened to be made a party to or is otherwise involved in any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Indemnatee is or was a director of the Company, or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, interest or penalties, and excise taxes assessed with respect to any employee benefit or welfare plan (if applicable), which are actually and reasonably incurred by the Indemnatee in connection with the defense or settlement of such a Proceeding, to the fullest extent permitted by applicable law.

5. **Indemnification for Costs, Charges and Expenses of Witness or Successful Party.** Notwithstanding any other provision of this Agreement (except as set forth in subparagraph 9(a) hereof), and without a requirement for determination as required by Paragraph 8 hereof, to the extent that the Indemnatee (a) has prepared to serve or has served as a witness in any Proceeding in any way relating to (i) the Company or any of the Company's subsidiaries, affiliates, employee benefit or welfare plans or such plan's participants or beneficiaries or (ii) anything done or not done by the Indemnatee as a director of the Company or in connection with serving at the request of the Company as an agent of another enterprise, or (b) has been successful in defense of any Proceeding or in defense of any claim, issue or matter therein, on the merits or otherwise, including the dismissal of a Proceeding without prejudice or the settlement of a Proceeding without an admission of liability, the Indemnatee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnatee in connection therewith to the fullest extent permitted by applicable law.

6. **Partial Indemnification.** If the Indemnatee is entitled under any provision of this Agreement to indemnification by the Company for a portion of the Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually and reasonably incurred by the Indemnatee in the investigation, defense,



appeal or settlement of any Proceeding, but not, however, for the total amount of the Indemnatee's Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, then the Company shall nevertheless indemnify the Indemnatee for the portion of such Expenses, judgments, fines, interest penalties or excise taxes to which the Indemnatee is entitled.

7. **Advancement of Expenses.** The Expenses incurred by the Indemnatee in any Proceeding shall be paid promptly by the Company in advance of the final disposition of the Proceeding at the written request of the Indemnatee to the fullest extent permitted by applicable law; provided, however, that the Indemnatee shall set forth in such request reasonable evidence that such Expenses have been incurred by the Indemnatee in connection with such Proceeding, a statement that such Expenses do not relate to any matter described in subparagraph 9(a) of this Agreement, and an undertaking in writing to repay any advances if it is ultimately determined as provided in subparagraph 9(b) of this Agreement that the Indemnatee is not entitled to indemnification under this Agreement.

8. **Indemnification Procedure; Determination of Right to Indemnification.**

(a) Promptly after receipt by the Indemnatee of notice of the commencement of any Proceeding, the Indemnatee shall, if a claim for indemnification or advancement of Expenses in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof in writing. The omission to so notify the Company will not relieve the Company from any liability which the Company may have to the Indemnatee under this Agreement unless the Company shall have lost significant substantive or procedural rights with respect to the defense of any Proceeding as a result of such omission to so notify.

(b) The Indemnatee shall be conclusively presumed to have met the relevant standards of conduct, if any, as defined by applicable law, for indemnification pursuant to this Agreement and shall be absolutely entitled to such indemnification, unless a determination by clear and convincing evidence is made that the Indemnatee has not met such standards by (i) the Board of Directors by a majority vote of a quorum thereof consisting of Disinterested Directors, (ii) the shareholders of the Company by majority vote of a quorum thereof consisting of shareholders who are not parties to the Proceeding due to which a claim for indemnification is made under this Agreement, (iii) Independent Legal Counsel as set forth in a written opinion (it being understood that such Independent Legal Counsel shall make such determination only if the quorum of Disinterested Directors referred to in clause (i) of this subparagraph 8(b) is not obtainable or if the Board of Directors of the Company by a majority vote of a quorum thereof consisting of Disinterested Directors so directs), or (iv) a court of competent jurisdiction; provided, however, that if a Change in Control shall have occurred and the Indemnatee so requests in writing, such determination shall be made only by a court of competent jurisdiction.

(c) If a claim for indemnification or advancement of Expenses under this Agreement is not paid by the Company within thirty (30) days after receipt by the Company of written notice thereof, the rights provided by this Agreement shall be enforceable by the Indemnatee in any court of competent jurisdiction. Such judicial proceeding shall be made *de novo*. The burden of proving by clear and convincing evidence that indemnification or advances are not appropriate shall be on the Company. Neither the failure of the directors or shareholders of the Company or Independent Legal Counsel to have made a determination prior to the commencement of such action that indemnification or advancement of Expenses is proper in the circumstances because the Indemnatee has met the applicable standard of conduct, if any, nor an actual determination by the directors or shareholders of the Company or Independent Legal

Counsel that the Indemnitee has not met the applicable standard of conduct shall create a presumption for the purpose of such an action that the Indemnitee has not met the applicable standard of conduct. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself (i) create a presumption that the Indemnitee did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Company and/or its shareholders, and, with respect to any criminal Proceeding, that the Indemnitee had reasonable cause to believe that his conduct was unlawful or (ii) otherwise adversely affect the rights of the Indemnitee to indemnification or advancement of Expenses under this Agreement, except as may be provided herein. The Company further agrees to stipulate in any such judicial proceeding that the Company is bound by all the provisions of this Agreement and is precluded from making any assertion to the contrary.

(d) If a court of competent jurisdiction shall determine that the Indemnitee is entitled to any indemnification or advancement of Expenses hereunder, the Company shall pay all Expenses actually and reasonably incurred by the Indemnitee in connection with such adjudication (including, but not limited to, any appellate proceedings). The Indemnitee's Expenses incurred in connection with any Proceeding concerning the Indemnitee's right to indemnification or advancement of Expenses in whole or in part pursuant to this Agreement shall also be indemnified by the Company, regardless of the outcome of such a Proceeding, to the fullest extent permitted by applicable law and the Company's Articles.

(e) With respect to any Proceeding for which indemnification or advancement of Expenses is requested, the Company will be entitled to participate therein at its own expense and, except as otherwise provided below, to the extent that it may wish, the Company may assume the defense thereof, with counsel reasonably satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election to assume the defense of a Proceeding, the Company will not be liable to the Indemnitee under this Agreement for any Expenses subsequently incurred by the Indemnitee in connection with the defense thereof, other than as provided below. The Company shall not settle any Proceeding in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. The Indemnitee shall have the right to employ his own counsel in any Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense of the Proceeding shall be at the expense of the Indemnitee, unless (i) the employment of counsel by the Indemnitee has been authorized by the Company, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of a Proceeding, or (iii) the Company shall not in fact have employed counsel to assume the defense of a proceeding, in each of which cases the fees and expenses of the Indemnitee's counsel shall be advanced by the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnitee has reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee.

**9. Limitations on Indemnification**. No payments pursuant to this Agreement shall be made by the Company:

(a) To indemnify or advance funds to the Indemnitee for Expenses with respect to (i) Proceedings initiated or brought voluntarily by the Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under this Agreement or any other statute or law or otherwise as required under applicable law or (ii) Expenses incurred by the Indemnitee in connection with preparing to serve or serving, prior to a Change in Control, as a witness in cooperation with any party or entity who or which has threatened or commenced any action or proceeding against the Company, or any director, officer, employee,

trustee, agent, representative, subsidiary, parent corporation or affiliate of the Company, but such indemnification or advancement of Expenses in each such case may be provided by the Company if the Board of Directors finds it to be appropriate;

(b) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, and sustained in any Proceeding for which payment is actually made to the Indemnitee under a valid and collectible insurance policy, except in respect of any excess beyond the amount of payment under such insurance;

(c) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, for which the Indemnitee is indemnified by the Company otherwise than pursuant to this Agreement;

(d) To indemnify the Indemnitee for any Expenses (including without limitation any Expenses relating to a Proceeding attempting to enforce this Agreement), judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, on account of the Indemnitee's conduct if such conduct shall be finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct, including, without limitation, breach of the duty of loyalty; or

(e) If a court of competent jurisdiction finally determines that any indemnification hereunder is unlawful.

**10. Continuation of Indemnification.** All agreements and obligations of the Company contained herein shall continue during the period that the Indemnitee is a director of the Company (or is or was serving at the request of the Company as an agent of another enterprise, foreign or domestic) and shall continue thereafter so long as the Indemnitee shall be subject to any possible Proceeding by reason of the fact that the Indemnitee was a director of the Company or serving in any other capacity referred to in this Paragraph 10.

**11. Indemnification Hereunder Not Exclusive.** The indemnification provided by this Agreement shall not be deemed to be exclusive of any other rights to which the Indemnitee may be entitled under the Company's Articles, any agreement, vote of shareholders or vote of Disinterested Directors, provisions of applicable law, or otherwise, both as to action or omission in the Indemnitee's official capacity and as to action or omission in another capacity on behalf of the Company while holding such office.

**12. Successors and Assigns.**

(a) This Agreement shall be binding upon, and shall inure to the benefit of, the Indemnitee and the Indemnitee's heirs, executors, administrators and assigns, whether or not the Indemnitee has ceased to be a director, and the Company and its successors and assigns. Upon the sale of all or substantially all of the business, assets or share capital of the Company to, or upon the merger of the Company into or with, any corporation, partnership, joint venture, trust or other person, this Agreement shall inure to the benefit of and be binding upon both the Indemnitee and such purchaser or successor person. Subject to the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other party hereto.

(b) If the Indemnatee is deceased and is entitled to indemnification under any provision of this Agreement, the Company shall indemnify the Indemnatee's estate and the Indemnatee's spouse, heirs, executors, administrators and assigns against, and the Company shall, and does hereby agree to assume, any and all Expenses actually and reasonably incurred by or for the Indemnatee or the Indemnatee's estate, in connection with the investigation, defense, appeal or settlement of any Proceeding. Further, when requested in writing by the spouse of the Indemnatee, and/or the Indemnatee's heirs, executors, administrators and assigns, the Company shall provide appropriate evidence of the Company's agreement set out herein to indemnify the Indemnatee against and to itself assume such Expenses.

**13. Subrogation.** In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnatee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

**14. Severability.** Each and every paragraph, sentence, term and provision of this Agreement is separate and distinct so that if any paragraph, sentence, term or provision thereof shall be held to be invalid, unlawful or unenforceable for any reason, such invalidity, unlawfulness or unenforceability shall not affect the validity, unlawfulness or enforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Agreement may be modified by a court of competent jurisdiction to preserve its validity and to provide the Indemnatee with the broadest possible indemnification permitted under applicable law. The Company's inability, pursuant to a court order or decision, to perform its obligations under this Agreement shall not constitute a breach of this Agreement.

**15. Savings Clause.** If this Agreement or any paragraph, sentence, term or provision hereof is invalidated on any ground by any court of competent jurisdiction, the Company shall nevertheless indemnify the Indemnatee as to any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are incurred with respect to any Proceeding to the fullest extent permitted by any (a) applicable paragraph, sentence, term or provision of this Agreement that has not been invalidated or (b) applicable law.

**16. Interpretation; Governing Law.** This Agreement shall be construed as a whole and in accordance with its fair meaning and any ambiguities shall not be construed for or against either party. Headings are for convenience only and shall not be used in construing meaning. This Agreement shall be governed and interpreted in accordance with the laws of Hong Kong without regard to the conflict of laws principles thereof.

**17. Amendments.** No amendment, waiver, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by the party against whom enforcement is sought. The indemnification rights afforded to the Indemnatee hereby are contract rights and may not be diminished, eliminated or otherwise affected by amendments to the Company's Articles, or by other agreements, including directors' and officers' liability insurance policies, of the Company.

**18. Third Party rights.** Unless otherwise specified, the terms of this Agreement are not intended to be enforceable by virtue of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

19. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other.

20. **Notices.** Any notice required to be given under this Agreement shall be directed to [●], and to the Indemnatee at [●], Attention: [●], or to such other address as either shall designate to the other in writing.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement as of the date first written above.

**INDEMNITEE**

-----  
Name:

**BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED**

By:

Name:

Title:

Date:

For and on behalf of  
BOCI Investment Limited

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Name:  
Director:

Date:

For and on behalf of  
China Venture Capital (Hong Kong) Co., Limited

\_\_\_\_\_  
Name:

Director:



Date:

For and on behalf of  
Courage Elite Limited

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Name:  
Director:

Date:

For and on behalf of  
IPE Group Limited

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Name:  
Director:

Date:

For and on behalf of  
Weitian Limited

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Name:

Director:

Date:

For and on behalf of  
Auto King International Limited

For and on behalf of  
Brilliant Cut Limited

---

Name: WU Haimei 吳海梅  
Director

---

Name: WU Qiaowen 吳巧文  
Director

For and on behalf of  
Daily Charm Holdings Limited

For and on behalf of  
Cheer Aim Investments Limited

---

Name: PANG Guanghui 龐光輝  
Director

---

Name: CHEN Xiang 陳翔  
Director

For and on behalf of  
Cosmic Discovery Limited

For and on behalf of  
Mighty Sino International Limited

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Name: REN Zhen 任禎  
Director

---

Name: XU Hangfeng 許航峰  
Director

For and on behalf of  
Nation Hero International Limited

For and on behalf of  
Rainbow Avenue Limited

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Name: OU Shouling 歐壽玲  
Director

---

Name: ZHANG Jianlong 張建龍  
Director

For and on behalf of  
Pride Supreme Limited

For and on behalf of  
Major Delight Limited

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Name: LIU Si 劉思  
Director

---

Name: SHANG Wankuan 尚萬寬  
Director

For and on behalf of  
Success Avenue Limited

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Name: DENG Peigen 鄧培根  
Director

For and on behalf of  
Tiger Goal Limited

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Name: WAI Chung 韋聰  
Director

For and on behalf of  
Good Hero Global Limited

---

Name: ZHANG Shufen 張淑芬  
Director

For and on behalf of  
**Baide (Guangdong) Capital  
Management Co., Ltd. (百德 (广东)  
资本管理有限公司)**

\_\_\_\_\_  
Name:  
Director

For and on behalf of  
**Guangzhou Dedao Capital Management  
Co., Ltd. (广州德道资本管理有限公司)**

\_\_\_\_\_  
Name:  
Director

For and on behalf of  
**Guangzhou Baihui Enterprise  
Management Co., Ltd. (广州百辉企业  
管理有限公司)**

\_\_\_\_\_  
Name:  
Director

For and on behalf of  
**Guangzhou Yide Capital Management  
Co., Ltd. (广州易德资本管理有限公司)**

\_\_\_\_\_  
Name:  
Director

For and on behalf of  
**Guangzhou Zhengde Enterprise  
Management Co., Ltd. (广州正德企业  
管理有限公司)**

\_\_\_\_\_  
Name:  
Director

For and on behalf of  
**Baide (Suzhou) Medical Co., Ltd.  
(百德 (苏州) 医疗有限公司)**

\_\_\_\_\_  
Name:  
Director

For and on behalf of  
**Guoke Baide (Guangdong) Medical  
Co., Ltd.  
(国科百德 (广东) 医疗有限公司)**

\_\_\_\_\_  
Name:  
Director

For and on behalf of  
**Henan Ruide Medical Equipment Co.,  
Ltd.  
(河南瑞德医疗器械有限公司)**

\_\_\_\_\_  
Name:  
Director

For and on behalf of  
**Hunan Baide Medical Technology Co., Ltd.**  
(湖南百德医疗科技有限公司)

For and on behalf of  
**Nanjing Changcheng Medical Equipment Co., Ltd.** (南京长城医疗设备有限公司)

\_\_\_\_\_  
Name:  
Director

\_\_\_\_\_  
Name:  
Director

For and on behalf of  
**Guizhou Baiyuan Medical Co., Ltd.**  
(贵州百源医疗有限公司)

For and on behalf of  
**Ruikede Biology Technology (Xiamen) Co., Ltd.** (瑞科德生物科技(厦门)有限公司)

\_\_\_\_\_  
Name:  
Director

\_\_\_\_\_  
Name:  
Director

For and on behalf of  
**Betters Medical Investment Holdings Limited**

\_\_\_\_\_  
Name:  
Director

For and on behalf of  
**Tycoon Choice Global Limited**

For and on behalf of  
**Baide Medical Investment Company  
Limited**  
(百德医疗投资有限公司)

\_\_\_\_\_  
Name:  
Director:

\_\_\_\_\_  
Name:  
Director:

**WU HAIMEI (吴海梅)**

\_\_\_\_\_



**SCHEDULE 5**  
**AMENDED AND RESTATED ARTICLES OF ASSOCIATION OF THE COMPANY**

# CONYERS

Amended and Restated Memorandum of Association of

Betters Medical Investment Holdings Limited

百德医疗投资控股有限公司

(adopted by special resolution dated [date] 2021)

Conyers Dill & Pearman

Cayman Islands

**conyers.com**

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014-3080-6564/2/ASIA

**THE COMPANIES ACT (2021 REVISION)**  
**EXEMPTED COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION**  
**OF**

**Betters Medical Investment Holdings Limited**

百德医疗投资控股有限公司

(adopted by special resolution dated [date] 2021)

1. The name of the Company is **Betters Medical Investment Holdings Limited** and its dual foreign name is 百德医疗投资控股有限公司.
2. The Registered Office of the Company shall be at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands.
3. Subject to the following provisions of this Memorandum, the objects for which the Company is established are unrestricted and shall include, but without limitation:
  - (a) to act and to perform all the functions of a holding company in all its branches and to coordinate the policy and administration of any subsidiary company or companies wherever incorporated or carrying on business or of any group of companies of which the Company or any subsidiary company is a member or which are in any manner controlled directly or indirectly by the Company;
  - (b) to act as an investment company and for that purpose to subscribe, acquire, hold, dispose, sell, deal in or trade upon any terms, whether conditionally or absolutely, shares, stock, debentures, debenture stock, annuities, notes, mortgages, bonds, obligations and securities, foreign exchange, foreign currency deposits and commodities, issued or guaranteed by any company wherever incorporated, or by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, by original subscription, tender, purchase,

exchange, underwriting, participation in syndicates or in any other manner and whether or not fully paid up, and to meet calls thereon.

4. Subject to the following provisions of this Memorandum, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of the Companies Act.
5. Nothing in this Memorandum shall permit the Company to carry on a business for which a licence is required under the laws of the Cayman Islands unless duly licensed.
6. The Company shall not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this clause shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.
7. The liability of each member is limited to the amount from time to time unpaid on such member's shares.
8. The share capital of the Company is HK\$392,695 divided into (a) 38,000,000 ordinary shares of a nominal or par value of HK\$0.01 each, and (b) 1,269,500 redeemable convertible preference shares of a nominal or par value of HK\$0.01 each, with the power for the Company, insofar as is permitted by law, to redeem or purchase any of its shares and to increase or reduce the said share capital subject to the provisions of the Companies Act and the Articles of Association of the Company and to issue any part of its capital, whether original, redeemed or increased, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions; and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.
9. The Company may exercise the power contained in the Companies Act to deregister in the Cayman Islands and be registered by way of continuation in another jurisdiction.



# CONYERS

Amended and Restated Articles of Association of

Betters Medical Investment Holdings Limited

百德医疗投资控股有限公司

(adopted by special resolution dated [date] 2021)

Conyers Dill & Pearman

Cayman Islands

**conyers.com**

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**Betters Medical Investment Holdings Limited**

**百德医疗投资控股有限公司**

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**AMENDED AND RESTATED ARTICLES OF ASSOCIATION**

**OF**

**Betters Medical Investment Holdings Limited**

**百德医疗投资控股有限公司**

**(adopted by special resolution dated [date] 2021)**

**Table A**

The regulations in Table A in the First Schedule to the Act (as defined below) do not apply to the Company.

**INTERPRETATION**

**1. DEFINITIONS**

1.1. In these Articles, the following words and expressions shall, where not inconsistent with the context, have the following meanings, respectively:

<b>Acceptance Notice</b>	has the meaning given to it in <u>Schedule 4</u> ;
<b>Act</b>	the Companies Act of the Cayman Islands;
<b>Alternate Director</b>	an alternate director appointed in accordance with these Articles;
<b>Annual Budget</b>	the annual profit and cash flow forecast and capital expenditure budget of the Group;
<b>Articles</b>	these Articles of Association as altered from time to time;

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<b>Auditor</b>	the person or firm for the time being appointed as Auditor of the Company and shall include an individual or partnership;
<b>Board</b>	the board of directors (including, for the avoidance of doubt, a sole director) appointed or elected pursuant to these Articles and acting at a meeting of directors at which there is a quorum or by written resolution in accordance with these Articles;
<b>BOCI</b>	BOCI Investment Limited, a company incorporated under the laws of Hong Kong and having its registered office at 26/F Bank of China Tower, 1 Garden Road, Central, Hong Kong;
<b>BOCI Director</b>	has the meaning given in Article 38.2;
<b>Business Day</b>	a day (excluding Saturdays, Sundays and public holidays in Hong Kong, the Cayman Islands, the British Virgin Islands or the PRC, as applicable, or days on which a tropical cyclone warning No. 8 or above or a "black rainstorm warning signal" is hoisted in Hong Kong at any time between 9 a.m. and 5 p.m.) on which licensed banks generally are open for business in Hong Kong, the Cayman Islands, the British Virgin Islands or the PRC, as applicable;
<b>Business Plan</b>	the annual business plan of the Group;
<b>Company</b>	the company for which these Articles are approved and confirmed;
<b>Control</b>	of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, contractual arrangement or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or

**Betters Medical Investment Holdings Limited**

百德医疗投资控股有限公司

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	power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members of shareholders of such Person or power to control the composition of the board of directors or similar governing body of such Person, and the term "Controlled" has the meaning correlative to the foregoing;
<b>Conversion Notice</b>	has the meaning given to it in <u>Schedule 1</u> ;
<b>Conversion Price</b>	has the meaning given to it in <u>Schedule 1</u> ;
<b>Co-Sale pro Rata Portion</b>	the product obtained by multiplying (x) the Residual Shares by (y) a fraction, the numerator of which is the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such Co-Sale Right Investor and the denominator of which is the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by the Proposed Selling Shareholder and all the Co-Sale Right Investors;
<b>Co-Sale Right</b>	has the meaning given to it in <u>Schedule 4</u> ;
<b>Co-Sale Right Exercising Investors</b>	has the meaning given to it in <u>Schedule 4</u> ;
<b>Co-Sale Right Investor</b>	has the meaning given to it in <u>Schedule 4</u> ;
<b>Costs</b>	means Liabilities, losses, damages, costs (including legal costs) and expenses (including Tax) in each case of any nature whatsoever;
<b>Director</b>	a director, including a sole director, for the time being of the Company and shall include an Alternate Director;
<b>ESOP</b>	any employee share incentive plan of the Company, covering the grant or issuance of Ordinary Shares (or options therefor)

**Betters Medical Investment Holdings Limited**

百德医疗投资控股有限公司

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	to employees, officers, directors, or consultants of a Group Company;
<b>Founder</b>	WU HAIMEI (吴海梅), a PRC citizen with PRC identity card number 350321198107131567;
<b>Founder Holdco</b>	AUTO KING INTERNATIONAL LIMITED, a company incorporated under the Laws of the British Virgin Islands, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands;
<b>Founder Parties</b>	Founder and Founder Holdco;
<b>Fully-Exercising Participation Rights Holder</b>	has the meaning given to it in <u>Schedule 3</u> ;
<b>General Meeting</b>	a meeting of the holders of Ordinary Shares and the holders of Preference Shares convened and held in accordance with these Articles and the Act;
<b>Governmental Order</b>	any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, ordinance, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any competent Regulatory Authority;
<b>Group or Group Companies</b>	collectively, the Company, TYCOON CHOICE GLOBAL LIMITED, a company incorporated under the Laws of the British Virgin Islands, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands (the " <b>BVI Company</b> "), Baide Medical Investment Company Limited (百德医疗投资有限公司), a company incorporated under

**Bettters Medical Investment Holdings Limited**

百德医疗投资控股有限公司

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	the Laws of Hong Kong, whose registered office is at Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong (the “ <b>HK Company</b> ”), the entities as set forth on <u>Schedule 6</u> to the Shareholders Agreement (the “ <b>PRC Companies</b> ” and each a “ <b>PRC Company</b> ”), each person (except individuals) Controlled by the Company and their respective Subsidiaries from time to time (each a “ <b>Group Company</b> ”), unless the text specifically indicates otherwise;
<b>HK\$</b>	Hong Kong dollars, the lawful currency of Hong Kong;
<b>IFRS</b>	the International Financial Reporting Standards;
<b>Key Employees</b>	the individuals identified in <u>Schedule 3</u> to the Subscription Agreement;
<b>Law or Laws</b>	any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Regulatory, Authority, in each case as amended, and any and all applicable Governmental Orders;
<b>Liabilities or Liability</b>	with respect to any Person, all debts, obligations, liabilities, owed by such Person of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due;
<b>Lien</b>	any mortgage, pledge, lease, charge, hypothecation, assignment, encumbrance, lien (statutory or other),

**Betters Medical Investment Holdings Limited**

百德医疗投资控股有限公司

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	preference, priority, notice, subordination agreement, security interest, deed of trust, right of first refusal, option, conditional sale, title retention, hire purchase, sale and repurchase, financial lease, bailment, exercise of right adverse claim or other arrangement of any kind or nature whatsoever which is in-tended as security or has the effect of providing security (including any deposit of funds which cannot be terminated without penalty or without the consent of a person other than the depositor);
<b>Liquidation Event</b>	has the meaning given to it in Article 4.1(b)(iii);
<b>Liquidation Distribution</b>	with respect to each Preference Share: (i) an amount equal to the issue price of the Preference Share; together with (ii) an annual interest rate of 12% calculated on a compound basis based on the actual number of days elapsed between the issue date of that Preference Share and the date of the Liquidation Event plus all dividends declared and unpaid with respect thereto; minus (iii) an amount equal to any dividend in respect of that Preference Share paid and received on or before the date of the Liquidation Event and any compensation in connection with the Liquidation Event paid and/or received from the Founder Parties on or before the date of the Liquidation Event;
<b>Listing</b>	the listing of the Ordinary Shares on a recognized stock exchange pursuant to a Qualified IPO;
<b>Listing Rules</b>	the Rules Governing the Listing of the Securities on the Main Board of the Stock Exchange of Hong Kong Limited, if the Company is to be listed in Hong Kong, or the rules governing the listing of the securities in other jurisdiction, as applicable;

**Betters Medical Investment Holdings Limited**

百德医疗投资控股有限公司

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<b>Material Adverse Change</b>	any of the following circumstances, changes or effects involving the Group that, individually or together with other events, occurrences, facts, conditions or developments that: (a) have, or could reasonably expected to have, adverse effect to the operations, business, Listing, or in the financial or trading position of the Company and/or of the Group as a whole which has resulted in a reduction of 20% in the Group's net asset value as compared with the net assets of the Group as stated in its audited consolidated financial statements for immediately preceding financial year; or (b) results in the Group and/or any of the Founder Parties to have materially breached any of the Transaction Documents;
<b>Member(s) or Shareholder(s)</b>	the person registered in the Register of Members as the holder of shares in the Company, including a holder of Ordinary Share(s) and a holder of Preference Share(s) and, when two or more persons are so registered as joint holders of shares, means the person whose name stands first in the Register of Members as one of such joint holders or all of such persons, as the context so requires;
<b>Minimum IRR</b>	an internal rate of return of 15% calculated on compound basis;
<b>month</b>	calendar month;
<b>notice</b>	written notice as further provided in these Articles unless otherwise specifically stated;
<b>Officer</b>	any person appointed by the Board to hold an office in the Company;
<b>Ordinary Resolution</b>	subject to Article 47.2



**Betters Medical Investment Holdings Limited**

百德医疗投资控股有限公司

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	(i) an Ordinary Resolution shall be an ordinary resolution passed at a General Meeting by Members together holding a majority of more than fifty percent (50%) of voting power of all the outstanding Shares, calculated on an as-converted basis (which Members, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as an Ordinary Resolution has been duly given; and for the avoidance of doubt, unanimity qualifies as a majority); or
	ii) a written resolution passed by unanimous consent of all Members entitled to vote;
<b>Ordinary Share(s)</b>	the ordinary share(s) of a nominal or par value of HK\$0.01 each in the share capital of the Company;
<b>Original Subscription Price</b>	has the meaning given in <u>Schedule 1</u> ;
<b>paid-up</b>	paid-up or credited as paid-up;
<b>Participation Rights Holder</b>	has the meaning given in <u>Schedule 3</u> ;
<b>Person</b>	any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprises, entity or legal person;
<b>PRC</b>	the People's Republic of China, but solely for purposes of these Articles and the other Transaction Documents, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the Islands of Taiwan;

**Bettters Medical Investment Holdings Limited**

百德医疗投资控股有限公司

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<b>Pre-emptive Share</b>	of a Shareholder means the ratio of (i) the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such Participation Rights Holder to (ii) the total number of Ordinary Shares (calculated on an as-converted basis) held by all of the Participation Rights Holders immediately prior to any Proposed Issuance as contemplated in <u>Schedule 3</u> to these Articles;
<b>Preference Share(s)</b>	redeemable convertible preference shares of a nominal or par value of HK\$0.01 each in the share capital of the Company, with the rights, privileges and restrictions as set forth in the Memorandum of Association and these Articles;
<b>Preference Share New Issuance Price</b>	has the meaning given to it in <u>Schedule 1</u> ;
<b>Preference Share Purchase Date</b>	has the meaning given to it in <u>Schedule 1</u> ;
<b>Proposed Issuance</b>	has the meaning given in <u>Schedule 3</u> ;
<b>Proposed Issuance Price</b>	has the meaning given to it in <u>Schedule 3</u> ;
<b>Proposed Offeree</b>	has the meaning given to it in <u>Schedule 3</u> ;
<b>Proposed Selling Shareholder</b>	has the meaning given to it in <u>Schedule 4</u> ;
<b>Proposed Transferee</b>	Has the meaning given to it in <u>Schedule 4</u> ;
<b>Qualified IPO</b>	a public offering of Ordinary Shares (or securities representing such Ordinary Shares) on the Main Board of The Stock Exchange of Hong Kong Limited, Nasdaq, New York Stock Exchange or any other comparable internationally recognized stock exchange approved by the holders of Preference Shares with a market capitalization of the Group

**Bettters Medical Investment Holdings Limited**

百德医疗投资控股有限公司

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	excluding the amount of proceeds obtained from the Listing (i.e., excluding the market value corresponding to newly issued shares in the public offering of the Company) being not less than RMB2.5 billion (or equivalent amount in other currencies);
<b>Recapitalisation</b>	with respect to any Share, a split, subdivision, combination, consolidation, stock dividend, reclassification or the like;
<b>Redeeming Preference Share</b>	has the meaning given in <u>Schedule 1</u> ;
<b>Regulatory Authorities</b>	any nation or government, or any federation, province or state or any other political subdivision thereof; any entity, Authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government Authority, agency, department, board, commission or instrumentality of the PRC, the Cayman Islands, the British Virgin Islands, Hong Kong or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization, including without limitation, the MOC, SAFE, the Stock Exchange and the SFC;
<b>Repurchase Amount</b>	for each Preference Share, the sum of (i) the Original Subscription Price; (ii) an amount sufficient to afford the holders of Preference Shares its Minimum IRR, calculated as of the date of payment of the Repurchase Amount (taking into account the sum of any cash dividend paid to the holders of Preference Shares on or before the date of payment of the Repurchase Amount); and (iii) all Costs and disbursements reasonably incurred by the holder of Preference Shares in connection with the repurchase;

**Betters Medical Investment Holdings Limited**

百德医疗投资控股有限公司

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<b>Repurchase Event</b>	has the meaning given in <u>Schedule 1</u> ;
<b>Repurchase Notice</b>	has the meaning given in <u>Schedule 1</u> ;
<b>Repurchase Right</b>	has the meaning given in <u>Schedule 1</u> ;
<b>Residual Shares</b>	has the meaning given in <u>Schedule 4</u> ;
<b>Register of Directors and Officers</b>	the register of directors and officers referred to in these Articles;
<b>Register of Members</b>	the register of members maintained by the Company in accordance with the Act;
<b>RMB</b>	the lawful currency of the PRC;
<b>ROFR Pro Rata Portion</b>	with respect to a holder of Preference Shares, the ratio of (i) the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such holder of Preference Shares, to (ii) the total number of Ordinary Shares (calculated on an as-converted basis) held by all the holders of Preference Shares;
<b>Seal</b>	the common seal or any official or duplicate seal of the Company;
<b>Secretary</b>	the person appointed to perform any or all of the duties of secretary of the Company and includes any deputy or assistant secretary and any person appointed by the Board to perform any of the duties of the Secretary;
<b>Security or Securities</b>	with respect to a Person, any shares, share capital, registered capital, ownership interest, membership interest, partnership interest, units, profit interest, equity interest, or other securities of such person, and any right, warrant, option, call, commitment, conversion privilege, pre-emptive right or other

**Betters Medical Investment Holdings Limited**

百德医疗投资控股有限公司

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	right to subscribe for, acquire or purchase any of the foregoing, or any other security or instrument convertible into or exercisable or exchangeable for any of the foregoing, or any equity appreciation, phantom equity, equity plans or similar rights with respect to such person, or any contract of any kind for the purchase or acquisition from such person or any of the foregoing, either directly or indirectly;
<b>Selling Shareholders</b>	has the meaning given to it in <u>Schedule 1</u> ;
<b>share or Share</b>	a share in the capital of the Company of any class, including the Ordinary Share(s) and/or the Preference Share(s), and includes a fraction of a share;
<b>Shareholders Agreement</b>	the shareholders' agreement to be entered into at the Closing (as defined in the Subscription Agreement) made among, inter alios, the Company, holders of Preference Shares and holders of Ordinary Shares;
<b>Special Resolution</b>	<p>subject to Article 47.2;</p> <p>(i) a Special Resolution shall be a special resolution passed at a General Meeting by Members together holding a majority of at least two-thirds of voting power of all the outstanding Shares, calculated on an as-converted basis (which Members, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given and for the avoidance of doubt, unanimity qualifies as a majority); or</p> <p>(ii) a written resolution passed by unanimous consent of all Members entitled to vote;</p>

**Bettors Medical Investment Holdings Limited**

百德医疗投资控股有限公司

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<b>Stock Exchange</b>	The Stock Exchange of Hong Kong Limited;
<b>Subscription Agreement</b>	a subscription agreement dated [●] June 2021 made among, inter alios, the holders of the Preference Shares and the Company for the subscription of 1,269,500 Preference Shares;
<b>Subsidiary or Subsidiaries</b>	with respect to any given person, any other person that is Controlled directly or indirectly by such given person;
<b>Taxation or Tax</b>	any form of taxation, duty, levy, withholding tax, transfer tax or other similar legally mandated contributions in the nature of tax imposed, collected, withheld or assessed by any Regulatory Authority or body in the Cayman Islands, the PRC, Hong Kong, the British Virgin Islands or elsewhere in the world, whether levied by reference to income, profits, gains, asset value, turnover, added value or other reference and includes any related penalty, interest or fine arising from the late or non-payment thereof;
<b>Trade Sale</b>	(i) a sale, lease, transfer or other disposition of at least 50% of the assets of the Group Companies (taken as a whole), (ii) a transfer or an exclusive licensing of all or substantially all of the assets of the Group Companies (taken as a whole), (iii) a sale, transfer or other disposition of a majority of the issued and outstanding shares of the Company or a majority of the voting power (each on an as-converted basis) of the Company; or (iv) a merger, consolidation or other business combination of the Company with or into any other business entity in which the shareholders of the Company immediately after such merger, consolidation or business combination hold Shares representing less than a majority of the voting

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	power of the outstanding share capital of the surviving business entity;
<b>Trade Sale Distribution</b>	with respect to each Preference Share: (i) an amount equal to the issue price of the Preference Share; together with (ii) the Minimum IRR based on the actual number of days elapsed between the issue date of that Preference Share and the date of the Trade Sale plus all dividends declared and unpaid with respect thereto; minus (iii) an amount equal to any dividend in respect of that Preference Share paid and received on or before the date of the Trade Sale and any compensation in connection with the Trade Sale paid and/or received from the Founder Parties on or before the date of the Trade Sale;
<b>Transaction Documents</b>	The Shareholders Agreement, the Subscription Agreement, these Articles, the exhibits attached to any of the foregoing and any other document, certificate, and agreement delivered in connection with the transactions contemplated hereby and thereby;
<b>transfer</b>	every mode, direct or indirect, absolute or conditional, voluntary or involuntary, of disposing of or parting with property or an interest in the property, including sale, encumbrance, pledge, creation of a Lien, retention of title as a security interest and foreclosure of equity of redemption;
<b>US\$</b>	the lawful currency of the United States;
<b>written resolution</b>	a resolution passed in accordance with Article 36 or 62; and
<b>year</b>	calendar year.

1.2. In these Articles, where not inconsistent with the context:

words denoting the plural number include the singular number and vice versa;

- (a) words denoting the masculine gender include the feminine and neuter genders;
- (b) words importing persons include companies, associations or bodies of persons whether corporate or not;
- (c) the words:-

- (d) (i) "may" shall be construed as permissive; and
- (ii) "shall" shall be construed as imperative;

a reference to statutory provision shall be deemed to include any amendment or re-enactment thereof;

- (e) the word "corporation" means corporation whether or not a company within the meaning of the Act; and
- (f) unless otherwise provided herein, words or expressions defined in the Act shall bear the same meaning in these Articles.
- (g)

1.3. In these Articles expressions referring to writing or its cognates shall, unless the contrary intention appears, include facsimile, printing, lithography, photography, electronic mail and other modes of representing words in visible form.

1.4. Headings used in these Articles are for convenience only and are not to be used or relied upon in the construction hereof.

1.5. References to "on an as-converted basis" shall mean assuming conversion of all Preference Shares into Ordinary Shares.



## **SHARES**

### **2. POWER TO ISSUE SHARES**

Subject to these Articles (including the pre-emption right of Shareholders set out in Schedule 3 to these Articles), and to any resolution of the Members to the contrary, and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, the Board shall have the power to issue any unissued shares on such terms and conditions as it may determine and any shares or class of shares (including the issue or grant of options, warrants and other rights, renounceable or otherwise in respect of shares) may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise, provided that no share shall be issued at a discount except in accordance with the Act.

### **3. REDEMPTION, PURCHASE, SURRENDER AND TREASURY SHARES**

- 3.1. Subject to the Act, the Company is authorised to issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or a Member and may make payments in respect of such redemption in accordance with the Act.
- 3.2. The Company is authorised to purchase any share in the Company (including a redeemable share) by agreement with the holder and may make payments in respect of such purchase in accordance with the Act.
- 3.3. The Company authorises the Board to determine the manner or any of the terms of any redemption or purchase.
- 3.4. A delay in payment of the redemption price shall not affect the redemption but, in the case of a delay of more than thirty days, interest shall be paid for the period from the due date until actual payment at a rate which the Board, after due enquiry, estimates to be representative of the rates being offered by Class A banks in the Cayman Islands for thirty day deposits in the same currency.
- 3.5. The Company authorises the Board pursuant to section 37(5) of the Act to make a payment in respect of the redemption or purchase of its own shares otherwise than out of its profits, share premium account, or the proceeds of a fresh issue of shares.

- 3.6. No share may be redeemed or purchased unless it is fully paid-up.
- 3.7. The Company may accept the surrender for no consideration of any fully paid share (including a redeemable share) unless, as a result of the surrender, there would no longer be any issued shares of the company other than shares held as treasury shares.
- 3.8. The Company is authorised to hold treasury shares in accordance with the Act.
- 3.9. The Board may designate as treasury shares any of its shares that it purchases or redeems, or any shares surrendered to it, in accordance with the Act.
- 3.10. Shares held by the Company as treasury shares shall continue to be classified as treasury shares until such shares are either cancelled or transferred in accordance with the Act.

#### **4. RIGHTS ATTACHING TO SHARES**

- 4.1. Subject to Article 2, the Memorandum of Association and any resolution of the Members to the contrary and without prejudice to any special rights conferred thereby on the holders of any other shares or class of shares, the share capital of the Company shall be divided into the following classes of shares the holders of which shall, subject to these Articles, have the following rights and be subject to the following restrictions:

Ordinary Shares, the holder(s) of which shall, subject to these Articles:

- (a)
  - (i) subject to paragraph (b)(i) below, be entitled to one vote per Ordinary Share;
  - (ii) be entitled, after the payment of such dividends referred to in paragraph (b)(ii) below to the holders of the Preference Shares, to such dividends as the Board may from time to time declare;
  - (iii) be entitled to such payment as set out in paragraph b(iii) below; and
  - (iv) generally be entitled to enjoy all of the rights attaching to shares.

Preference Shares, the holder(s) of which shall, subject to these Articles:

- (b)

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- (i) be entitled to cast the number of votes equal to the number of whole Ordinary Shares into which the Preference Shares held by such holder are convertible as of the record date (i.e., on an as-converted basis) for determining Shareholders entitled to vote on such matter; with respect to each such vote, each holder of Preference Share(s) shall have full voting rights and powers equal to the voting rights and powers of the holders of Ordinary Shares, and shall be entitled, notwithstanding any provision hereof, to notice of any general meeting in accordance with these Articles, and shall be entitled to vote, together with holders of Ordinary Shares, with respect to any question upon which holders of Ordinary Shares have the right to vote. The holders of the Preference Shares and Ordinary Shares shall vote together as a single class on all matters, except as otherwise required by Act or these Articles;
- (ii) be entitled to receive dividends, only when, as and if declared by the Board, out of any assets or surplus funds of the Company legally available therefor, prior and in preference to any declaration or payment of any dividend to any other class or series of capital stock of the Company. The Company shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Company unless (in addition to the obtaining of any consents required elsewhere in these Articles) the holders of Preference Shares then outstanding shall first receive the dividends payable pursuant to the foregoing;
- (iii) in the event of (a) any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (each, a “**Liquidation Event**”) or (ii) a Trade Sale, the assets and funds of the Company in a Liquidation Event or proceeds from the Trade Sale available for distribution to Shareholders or otherwise or upon any distribution of capital, be entitled to receive any distribution of any of the assets or surplus funds of the Company in a Liquidation Event or proceeds from the Trade Sale, prior and in preference to other class or series of shares by reason of their ownership of such shares, for each issued and outstanding Preference Share (as appropriately adjusted for any Recapitalisation) held by it in the Company, as applicable, the Liquidation Distribution (in a Liquidation Event) or the Trade Sale Distribution (in a Trade Sale), and after such payment in full, the remaining assets and funds of the Company in a Liquidation Event or proceeds from the Trade Sale

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available for distribution to Shareholders, if any, shall be distributed to the holders of the Preference Shares and Ordinary Shares on a pro rata basis, based on the number of Ordinary Shares then held by each holder on an as-converted basis; and

- (iv) be entitled to such additional rights as set out in Schedule 1 hereto, and generally be entitled to enjoy all of the rights attaching to shares.

**5. CALLS ON SHARES**

- 5.1. The Board may make such calls as it thinks fit upon the Members in respect of any monies (whether in respect of nominal value or premium) unpaid on the shares allotted to or held by such Members and, if a call is not paid on or before the day appointed for payment thereof, the Member may at the discretion of the Board be liable to pay the Company interest on the amount of such call at such rate as the Board may determine, from the date when such call was payable up to the actual date of payment. The Board may differentiate between the holders as to the amount of calls to be paid and the times of payment of such calls.
- 5.2. The Company may accept from any Member the whole or a part of the amount remaining unpaid on any shares held by him, although no part of that amount has been called up.
- 5.3. The terms of any issue of shares may include different provisions with respect to different Members in the amounts and times of payments of calls on their shares.

**6. JOINT AND SEVERAL LIABILITY TO PAY CALLS**

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

**7. FORFEITURE OF SHARES**

- 7.1. If any Member fails to pay, on the day appointed for payment thereof, any call in respect of any share allotted to or held by such Member, the Board may, at any time thereafter during such time as the call remains unpaid, direct the Secretary to forward such Member a notice in writing in the form, or as near thereto as circumstances admit, of the following:

Notice of Liability to Forfeiture for Non-Payment of Call

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**[Name of Company]** (the "Company")

You have failed to pay the call of [amount of call] made on [date], in respect of the [number] share(s) [number in figures] standing in your name in the Register of Members of the Company, on [date], the day appointed for payment of such call. You are hereby notified that unless you pay such call together with interest thereon at the rate of [ ] per annum computed from the said [date] at the registered office of the Company the share(s) will be liable to be forfeited.

Dated this [date]

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[Signature of Secretary] By Order of the Board

- 7.2. If the requirements of such notice are not complied with, any such share may at any time thereafter before the payment of such call and the interest due in respect thereof be forfeited by a resolution of the Board to that effect, and such share shall thereupon become the property of the Company and may be disposed of as the Board shall determine. Without limiting the generality of the foregoing, the disposal may take place by sale, repurchase, redemption or any other method of disposal permitted by and consistent with these Articles and the Act.
- 7.3. A Member whose share or shares have been so forfeited shall, notwithstanding such forfeiture, be liable to pay to the Company all calls owing on such share or shares at the time of the forfeiture, together with all interest due thereon and any costs and expenses incurred by the Company in connection therewith.
- 7.4. The Board may accept the surrender of any shares which it is in a position to forfeit on such terms and conditions as may be agreed. Subject to those terms and conditions, a surrendered share shall be treated as if it had been forfeited.

**8. SHARE CERTIFICATES**

- 8.1. Every Member shall be entitled to a certificate under the common seal (if any) or a facsimile thereof of the Company or bearing the signature (or a facsimile thereof) of a Director or the Secretary or a person expressly authorised to sign specifying the number and, where appropriate, the class of shares held by such Member and whether the same are fully paid up and, if not, specifying the amount paid on such shares. The Board may by resolution determine, either generally or in a particular case, that any or all signatures on certificates may be printed thereon or affixed by mechanical means.
- 8.2. Each certificate representing the Ordinary Shares or the Preference Shares shall bear a legend in substantially the following form:

THE RIGHTS TO VOTE AND TO TRANSFER THIS SECURITY ARE LIMITED BY A SHAREHOLDERS' AGREEMENT, A COPY OF WHICH IS AVAILABLE WITHOUT COST FROM THE COMPANY. ANY TRANSFER IN VIOLATION OF THAT AGREEMENT IS VOID.

- 8.3. If any share certificate shall be proved to the satisfaction of the Board to have been worn out, lost, mislaid, or destroyed the Board may cause a new certificate to be issued and request an indemnity for the lost certificate if it sees fit.
- 8.4. Share certificates may not be issued in bearer form.

**9. FRACTIONAL SHARES**

The Company may issue its shares in fractional denominations and deal with such fractions to the same extent as its whole shares and shares in fractional denominations shall have in proportion to the respective fractions represented thereby all of the rights of whole shares including (but without limiting the generality of the foregoing) the right to vote, to receive dividends and distributions and to participate in a winding-up.

## **REGISTRATION OF SHARES**

### **10. REGISTER OF MEMBERS**

- 10.1. The Board shall cause to be kept in one or more books a Register of Members which may be kept in or outside the Cayman Islands at such place as the Board shall appoint and shall enter therein the following particulars:-

- (a) the name and address of each Member, the number, and (where appropriate) the class of shares held by such Member and the amount paid or agreed to be considered as paid on such shares;
- (b) whether the shares held by a Member carry voting rights under the Articles and, if so, whether such voting rights are conditional;
- (c) the date on which each person was entered in the Register of Members; and
- (c) the date on which any person ceased to be a Member.

- 10.2. ~~The~~ Board may cause to be kept in any country or territory one or more branch registers of such category or categories of members as the Board may determine from time to time and any branch register shall be deemed to be part of the Company's Register of Members.

- 10.3. Any register maintained by the Company in respect of listed shares may be kept by recording the particulars set out in Article 10.1 in a form otherwise than legible if such recording otherwise complies with the laws applicable to and the rules and regulations of the relevant approved stock exchange.

### **11. REGISTERED HOLDER ABSOLUTE OWNER**

- 11.1. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognise any equitable claim or other claim to, or interest in, such share on the part of any other person.
- 11.2. No person shall be entitled to recognition by the Company as holding any share upon any trust and the Company shall not be bound by, or be compelled in any way to recognise, (even when

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having notice thereof) any equitable, contingent, future or partial interest in any share or any other right in respect of any share except an absolute right to the entirety of the share in the holder. If, notwithstanding this Article, notice of any trust is at the holder's request entered in the Register of Members or on a share certificate in respect of a share, then, except as aforesaid:

such notice shall be deemed to be solely for the holder's convenience;

- (a) the Company shall not be required in any way to recognise any beneficiary, or the beneficiary, of the trust as having an interest in the share or shares concerned;
- (b) the Company shall not be concerned with the trust in any way, as to the identity or powers of the trustees, the validity, purposes or terms of the trust, the question of whether anything done in relation to the shares may amount to a breach of trust or otherwise; and
- (c) the holder shall keep the Company fully indemnified against any liability or expense which may be incurred or suffered as a direct or indirect consequence of the Company entering notice of the trust in the Register of Members or on a share certificate and continuing to recognise the holder as having an absolute right to the entirety of the share or shares concerned.
- (d)

**12. TRANSFER OF REGISTERED SHARES**

- 12.1. Subject to the restrictions set out in Schedule 4 to these Articles, an instrument of transfer shall be in writing in the form of the following, or as near thereto as circumstances admit, or in such other form as the Board may accept:

Transfer of a Share or Shares

**[Name of Company]** (the "Company")

FOR VALUE RECEIVED..... [amount] , I, [name of transferor]  
hereby sell, assign and transfer unto [transferee] of [address] , [number]  
shares of the Company.

DATED this [date]



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Signed by:

In the presence of:

\_\_\_\_\_  
Transferor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Transferee

\_\_\_\_\_  
Witness

- 12.2. Such instrument of transfer shall be signed by (or in the case of a party that is a corporation, on behalf of) the transferor and transferee, provided that, in the case of a fully paid share, the Board may accept the instrument signed by or on behalf of the transferor alone. The transferor shall be deemed to remain the holder of such share until the same has been transferred to the transferee in the Register of Members.
- 12.3. Subject to the restrictions set out in Schedule 4 to these Articles, the Board may refuse to recognise any instrument of transfer unless it is accompanied by the certificate in respect of the shares to which it relates and by such other evidence as the Board may reasonably require showing the right of the transferor to make the transfer.
- 12.4. The joint holders of any share may transfer such share to one or more of such joint holders, and the surviving holder or holders of any share previously held by them jointly with a deceased Member may transfer any such share to the executors or administrators of such deceased Member.
- 12.5. Subject to the restrictions set out in Schedule 4 to these Articles, the Board may in its absolute discretion and without assigning any reason therefor refuse to register the transfer of a share. If the Board refuses to register a transfer of any share the Secretary shall, within three months after the date on which the transfer was lodged with the Company, send to the transferor and transferee notice of the refusal.

### 13. TRANSMISSION OF REGISTERED SHARES

- 13.1. Subject to the restrictions set out in Schedule 4 to these Articles, in the case of the death of a Member, the survivor or survivors where the deceased Member was a joint holder, and the legal personal representatives of the deceased Member where the deceased Member was a sole holder, shall be the only persons recognised by the Company as having any title to the deceased Member's interest in the shares. Nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by such deceased Member with other persons. Subject to the provisions of Section 39 of the Act, for the purpose of this Article, legal personal representative means the executor or administrator of a deceased Member or such other person as the Board may, in its absolute discretion, decide as being properly authorised to deal with the shares of a deceased Member.
- 13.2. Subject to the restrictions set out in Schedule 4 to these Articles, any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may be registered as a Member upon such evidence as the Board may deem sufficient or may elect to nominate some person to be registered as a transferee of such share, and in such case the person becoming entitled shall execute in favour of such nominee an instrument of transfer in writing in the form, or as near thereto as circumstances admit, of the following:

Transfer by a Person Becoming Entitled on Death/Bankruptcy of a Member

**[Name of Company]** (the "Company")

I/We, having become entitled in consequence of the [death/bankruptcy] of [name and address of deceased Member] to [number] share(s) standing in the Register of Members of the Company in the name of the said [name of deceased/bankrupt Member] instead of being registered myself/ourselves, elect to have [name of transferee] (the "Transferee") registered as a transferee of such share(s) and I/we do hereby accordingly transfer the said share(s) to the Transferee to hold the same unto the Transferee, his or her executors, administrators and assigns, subject to the conditions on which the same were held at the time of the execution hereof;

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and the Transferee does hereby agree to take the said share(s) subject to the same conditions.

DATED this [date]

Signed by:

In the presence of:

\_\_\_\_\_

Transferor

\_\_\_\_\_

Witness

\_\_\_\_\_

Transferee

\_\_\_\_\_

Witness

13.3. Subject to the restrictions set out in Schedule 4 to these Articles, on the presentation of the foregoing materials to the Board, accompanied by such evidence as the Board may require to prove the title of the transferor, the transferee shall be registered as a Member. Notwithstanding the foregoing, the Board shall, in any case, have the same right to decline or suspend registration as it would have had in the case of a transfer of the share by that Member before such Member's death or bankruptcy, as the case may be.

13.4. Where two or more persons are registered as joint holders of a share or shares, then in the event of the death of any joint holder or holders the remaining joint holder or holders shall be absolutely entitled to the said share or shares and the Company shall recognise no claim in respect of the estate of any joint holder except in the case of the last survivor of such joint holders.

**14. LISTED SHARES**

14.1. Notwithstanding anything to the contrary in these Articles, shares that are listed or admitted to trading on an approved stock exchange may be evidenced and transferred in accordance with the rules and regulations of such exchange.

## **ALTERATION OF SHARE CAPITAL**

### **15. POWER TO ALTER CAPITAL**

- 15.1. Subject to the Act and Article 47.2, the Company may from time to time by Ordinary Resolution alter the conditions of its Memorandum of Association to:

- (a) increase its capital by such sum divided into shares of such amounts as the resolution shall prescribe or, if the Company has shares without par value, increase its share capital by such number of shares without nominal or par value, or increase the aggregate consideration for which its shares may be issued, as it thinks expedient;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) convert all or any of its paid-up shares into stock, and reconvert that stock into paid-up shares of any denomination;
- (d) subdivide its shares or any of them into shares of an amount smaller than that fixed by the Memorandum of Association; or
- (e) cancel shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled or, in the case of shares without par value, diminish the number of shares into which its capital is divided.

- 15.2. For the avoidance of doubt it is declared that paragraph 15.1(b), (c) and (d) do not apply if at any time the shares of the Company have no par value.

- 15.3. Subject to the Act, the Company may from time to time by Special Resolution reduce its share capital.

### **16. VARIATION OF RIGHTS ATTACHING TO SHARES**

If, at any time, the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may,

whether or not the Company is being wound-up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a resolution passed by a majority of the votes cast at a separate general meeting of the holders of the shares of the class at which meeting the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class. The rights conferred upon the holders of the shares of any class or series issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class or series, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

## **DIVIDENDS AND CAPITALISATION**

### **17. DIVIDENDS**

- 17.1. The Board may, subject to these Articles (in particular Article 47.2) and in accordance with the Act, declare a dividend to be paid to the Members, in proportion to the number of shares held by them, and such dividend may be paid in cash or wholly or partly by the distribution of specific assets (which may consist of the shares or securities of any other company).
- 17.2. Where the Board determines that a dividend shall be paid wholly or partly by the distribution of specific assets, the Board may settle all questions concerning such distribution. Without limiting the generality of the foregoing, the Board may fix the value of such specific assets and vest any such specific assets in trustees on such terms as the Board thinks fit.
- 17.3. Dividends may be declared and paid out of profits of the Company, realised or unrealised, or from any reserve set aside from profits which the Board determines is no longer needed, or not in the same amount. Dividends may also be declared and paid out of share premium account or any other fund or account which can be authorised for this purpose in accordance with the Act.
- 17.4. No unpaid dividend shall bear interest as against the Company.
- 17.5. The Company may pay dividends in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others.

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17.6. The Board may declare and make such other distributions (in cash or in specie) to the Members as may be lawfully made out of the assets of the Company. No unpaid distribution shall bear interest as against the Company.

17.7. The Board may fix any date as the record date for determining the Members entitled to receive any dividend or other distribution, but, unless so fixed, the record date shall be the date of the Directors' resolution declaring same.

**18. POWER TO SET ASIDE PROFITS**

18.1. The Board may, before declaring a dividend, set aside out of the surplus or profits of the Company, such amount as it thinks proper as a reserve to be used to meet contingencies or for equalising dividends or for any other purpose. Pending application, such sums may be employed in the business of the Company or invested, and need not be kept separate from other assets of the Company. The Board may also, without placing the same to reserve, carry forward any profit which it decides not to distribute.

18.2. Subject to any direction from the Company in general meeting, the Board may on behalf of the Company exercise all the powers and options conferred on the Company by the Act in regard to the Company's share premium account.

**19. METHOD OF PAYMENT**

19.1. Any dividend, interest, or other monies payable in cash in respect of the shares may be paid by cheque or draft sent through the post directed to the Member at such Member's address in the Register of Members, or to such person and to such address as the holder may in writing direct.

19.2. In the case of joint holders of shares, any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or draft sent through the post directed to the address of the holder first named in the Register of Members, or to such person and to such address as the joint holders may in writing direct. If two or more persons are registered as joint holders of any shares any one can give an effectual receipt for any dividend paid in respect of such shares.

19.3. The Board may deduct from the dividends or distributions payable to any Member all monies due from such Member to the Company on account of calls or otherwise.

**20. CAPITALISATION**

- 20.1. The Board may capitalise any amount for the time being standing to the credit of any of the Company's share premium or other reserve accounts or to the credit of the profit and loss account or otherwise available for distribution by applying such amount in paying up unissued shares to be allotted as fully paid bonus shares pro rata to the Members.
- 20.2. The Board may capitalise any amount for the time being standing to the credit of a reserve account or amounts otherwise available for dividend or distribution by applying such amounts in paying up in full, partly or nil paid shares of those Members who would have been entitled to such amounts if they were distributed by way of dividend or distribution.

**MEETINGS OF MEMBERS**

**21. ANNUAL GENERAL MEETINGS**

The Company may in each year hold a general meeting as its annual general meeting. The annual general meeting of the Company may be held at such time and place as the Chairman of the Company (if there is one) (the "Chairman") or any two Directors or any Director and the Secretary or the Board shall appoint.

**22. EXTRAORDINARY GENERAL MEETINGS**

- 22.1. General meetings other than annual general meetings shall be called extraordinary general meetings.
- 22.2. The Chairman or any two Directors or any Director and the Secretary or the Board may convene an extraordinary general meeting whenever in their judgment such a meeting is necessary.

**23. REQUISITIONED GENERAL MEETINGS**

- 23.1. The Board shall, on the requisition of Members holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up share capital of the Company as at the date of the deposit carries the right to vote at general meetings, forthwith proceed to convene an extraordinary general meeting. To be effective the requisition shall state the objects of the meeting, shall be in writing, signed by the requisitionists, and shall be deposited at the registered

office. The requisition may consist of several documents in like form each signed by one or more requisitionists.

- 23.2. If the Board does not, within twenty-one days from the date of the requisition, duly proceed to call an extraordinary general meeting, the requisitionists, or any of them representing more than one half of the total voting rights of all of them, may themselves convene an extraordinary general meeting; but any meeting so called shall not be held more than ninety days after the requisition. An extraordinary general meeting called by requisitionists shall be called in the same manner, as nearly as possible, as that in which general meetings are to be called by the Board.

## **24. NOTICE**

- 24.1. At least five days' notice of an annual general meeting shall be given to each Member entitled to attend and vote thereat, stating the date, place and time at which the meeting is to be held and if different, the record date for determining Members entitled to attend and vote at the general meeting, and, as far as practicable, the other business to be conducted at the meeting.
- 24.2. At least five days' notice of an extraordinary general meeting shall be given to each Member entitled to attend and vote thereat, stating the date, time, place and the general nature of the business to be considered at the meeting.
- 24.3. The Board may fix any date as the record date for determining the Members entitled to receive notice of and to vote at any general meeting of the Company but, unless so fixed, as regards the entitlement to receive notice of a meeting or notice of any other matter, the record date shall be the date of despatch of the notice and, as regards the entitlement to vote at a meeting, and any adjournment thereof, the record date shall be the date of the original meeting.
- 24.4. A general meeting shall, notwithstanding that it is called on shorter notice than that specified in these Articles, be deemed to have been properly called if it is so agreed by (i) all the Members entitled to attend and vote thereat in the case of an annual general meeting; and (ii) in the case of an extraordinary general meeting, by seventy-five percent of the Members entitled to attend and vote thereat.



- 24.5. The accidental omission to give notice of a general meeting to, or the non-receipt of a notice of a general meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

**25. GIVING NOTICE AND ACCESS**

- 25.1. A notice may be given by the Company to a Member:

- by delivering it to such Member in person, in which case the notice shall be deemed to have been served upon such delivery; or
- (a) by sending it by post to such Member's address in the Register of Members, in which case the notice shall be deemed to have been served seven days after the date on which it is deposited, with postage prepaid, in the mail; or
- (b) by sending it by courier to such Member's address in the Register of Members, in which case the notice shall be deemed to have been served two days after the date on which it is deposited, with courier fees paid, with the courier service; or
- (c) by transmitting it by electronic means (including facsimile and electronic mail, but not telephone) in accordance with such directions as may be given by such Member to the Company for such purpose, in which case the notice shall be deemed to have been served at the time that it would in the ordinary course be transmitted; or
- (d) by publication of an electronic record of it on a website and notification of such publication (which shall include the address of the website, the place on the website where the document may be found, and how the document may be accessed on the website), such notification being given by any of the methods set out in paragraphs (a) through (d) hereof, in which case the notice shall be deemed to have been served at the time when the instructions for access and the posting on the website are complete.
- (e)

- 25.2. Any notice required to be given to a Member shall, with respect to any shares held jointly by two or more persons, be given to whichever of such persons is named first in the Register of Members and notice so given shall be sufficient notice to all the holders of such shares.

- 25.3. In proving service under paragraphs 25.1(b), (c) and (d), it shall be sufficient to prove that the notice was properly addressed and prepaid, if posted or sent by courier, and the time when it was posted, deposited with the courier, or transmitted by electronic means.

**26. POSTPONEMENT OF GENERAL MEETING**

The Board may postpone any general meeting called in accordance with these Articles provided that notice of postponement is given to the Members before the time for such meeting. Fresh notice of the date, time and place for the postponed meeting shall be given to each Member in accordance with these Articles.

**27. ELECTRONIC PARTICIPATION IN MEETINGS**

Members may participate in any general meeting by such telephonic, electronic or other communication facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

**28. QUORUM AT GENERAL MEETINGS**

- 28.1. The Shareholders holding at least a majority of the Ordinary Shares then issued and outstanding and the Shareholders holding at least a majority of the Preference Shares then issued and outstanding, present in person and representing in person or by proxy, shall be a quorum, and no business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the business and continues to be present until the conclusion of the General Meeting.
- 28.2. If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting, it shall stand adjourned to the same day in the next week at the same time and place or to such other time or such other place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Shareholders present shall be a quorum, provided that the matters discussed in such adjourned meeting shall be limited to those stated in the first written notice and agendas of the General Meetings. Subject to the foregoing, unless the meeting is adjourned to a specific date, time and place announced at the meeting being adjourned, fresh notice of the resumption of the meeting

shall be given to each Member entitled to attend and vote thereat in accordance with these Articles.

**29. CHAIRMAN TO PRESIDE**

Unless otherwise agreed by a majority of those attending and entitled to vote thereat, the Chairman, if there be one, shall act as chairman at all meetings of the Members at which such person is present. In his absence, a chairman of the meeting shall be appointed or elected by those present at the meeting and entitled to vote.

**30. VOTING ON RESOLUTIONS**

- 30.1. Subject to the Act and these Articles, any question proposed for the consideration of the Members at any general meeting shall be decided by the affirmative votes of a majority of the votes cast in accordance with these Articles and in the case of an equality of votes the resolution shall fail.
- 30.2. No Member shall be entitled to vote at a general meeting unless such Member has paid all the calls on all shares held by such Member.
- 30.3. At any general meeting if an amendment is proposed to any resolution under consideration and the chairman of the meeting rules on whether or not the proposed amendment is out of order, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.
- 30.4. At any general meeting a declaration by the chairman of the meeting that a question proposed for consideration has been carried unanimously, or by a particular majority, or lost, and an entry to that effect in a book containing the minutes of the proceedings of the Company shall, subject to these Articles, be conclusive evidence of that fact.

**31. POWER TO DEMAND A VOTE ON A POLL**

- 31.1. A poll may be demanded by the chairman of the meeting or at least one Member.
- 31.2. Where a poll is demanded, subject to any rights or restrictions for the time being lawfully attached to any class of shares, every person present at such meeting shall have one vote for each Ordinary Share (calculated on an as-converted basis) of which such person is the holder or for which such person holds a proxy and such vote shall be counted by ballot as described herein,

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or in the case of a general meeting at which one or more Members are present by telephone, electronic or other communication facilities or means, in such manner as the chairman of the meeting may direct and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded and shall replace any previous resolution upon the same matter which has been the subject of a show of hands. A person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

- 31.3. A poll demanded for the purpose of electing a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and in such manner during such meeting as the chairman of the meeting may direct. Any business other than that upon which a poll has been demanded may be conducted pending the taking of the poll.
- 31.4. Where a vote is taken by poll, each person physically present and entitled to vote shall be furnished with a ballot paper on which such person shall record his vote in such manner as shall be determined at the meeting having regard to the nature of the question on which the vote is taken, and each ballot paper shall be signed or initialled or otherwise marked so as to identify the voter and the registered holder in the case of a proxy. Each person present by telephone, electronic or other communication facilities or means shall cast his vote in such manner as the chairman of the meeting shall direct. At the conclusion of the poll, the ballot papers and votes cast in accordance with such directions shall be examined and counted by a committee of not less than two Members or proxy holders appointed by the chairman of the meeting for the purpose and the result of the poll shall be declared by the chairman of the meeting.

**32. VOTING BY JOINT HOLDERS OF SHARES**

In the case of joint holders, the vote of the senior who tenders a vote (whether in person or by proxy) shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

**33. INSTRUMENT OF PROXY**

- 33.1. An instrument appointing a proxy shall be in writing or transmitted by electronic mail in substantially the following form or such other form as the chairman of the meeting shall accept:

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Proxy

**[Name of Company]** (the "Company")

I/We, [insert names here] , being a Member of the Company with [number] shares, HEREBY APPOINT [name] of [address] or failing him, [name] of [address] to be my/our proxy to vote for me/us at the meeting of the Members to be held on [date] and at any adjournment thereof. [Any restrictions on voting to be inserted here].

Signed this [date]

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Member(s)

- 33.2. The instrument of proxy shall be signed or, in the case of a transmission by electronic mail, electronically signed in a manner acceptable to the chairman of the meeting, by the appointor or by the appointor's attorney duly authorised in writing, or if the appointor is a corporation, either under its seal or signed or, in the case of a transmission by electronic mail, electronically signed in a manner acceptable to the chairman of the meeting, by a duly authorised officer or attorney.
- 33.3. A Member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf in respect of different shares.
- 33.4. The decision of the chairman of any general meeting as to the validity of any appointment of a proxy shall be final.

**34. REPRESENTATION OF CORPORATE MEMBER**

- 34.1. A corporation which is a Member may, by written instrument, authorise such person or persons as it thinks fit to act as its representative at any meeting and any person so authorised shall be entitled to exercise the same powers on behalf of the corporation which such person represents as that corporation could exercise if it were an individual Member, and that Member shall be

deemed to be present in person at any such meeting attended by its authorised representative or representatives.

- 34.2. Notwithstanding the foregoing, the chairman of the meeting may accept such assurances as he thinks fit as to the right of any person to attend and vote at general meetings on behalf of a corporation which is a Member.

**35. ADJOURNMENT OF GENERAL MEETING**

The chairman of a general meeting may, with the consent of the Members at any general meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting. Unless the meeting is adjourned to a specific date, place and time announced at the meeting being adjourned, fresh notice of the date, place and time for the resumption of the adjourned meeting shall be given to each Member entitled to attend and vote thereat, in accordance with these Articles.

**36. WRITTEN RESOLUTIONS**

- 36.1. Subject to these Articles, anything which may be done by resolution of the Company in general meeting or by resolution of a meeting of any class of the Members may be done without a meeting by written resolution in accordance with this Article.
- 36.2. A written resolution is passed when it is signed by (or in the case of a Member that is a corporation, on behalf of) all the Members, or all the Members of the relevant class thereof, entitled to vote thereon and may be signed in as many counterparts as may be necessary.
- 36.3. A resolution in writing made in accordance with this Article is as valid as if it had been passed by the Company in general meeting or by a meeting of the relevant class of Members, as the case may be, and any reference in any Article to a meeting at which a resolution is passed or to Members voting in favour of a resolution shall be construed accordingly.
- 36.4. A resolution in writing made in accordance with this Article shall constitute minutes for the purposes of the Act.
- 36.5. For the purposes of this Article, the date of the resolution is the date when the resolution is signed by (or in the case of a Member that is a corporation, on behalf of) the last Member to sign and

any reference in any Article to the date of passing of a resolution is, in relation to a resolution made in accordance with this Article, a reference to such date.

**37. DIRECTORS ATTENDANCE AT GENERAL MEETINGS**

The Directors shall be entitled to receive notice of, attend and be heard at any general meeting.

**DIRECTORS AND OFFICERS**

**38. ELECTION OF DIRECTORS**

- 38.1. The Directors shall be elected or appointed in writing in the first place by the subscribers to the Memorandum of Association or by a majority of them. There shall be no shareholding qualification for Directors unless prescribed by Special Resolution.
- 38.2. BOCI shall be entitled to elect by written notice to the Company a Director (the “**BOCI Director**”).
- 38.3. The Shareholders may from time to time by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, subject to any upper limit on the number of Directors prescribed pursuant to these Articles.

**39. NUMBER OF DIRECTORS**

Unless the Members otherwise resolve by written resolutions in accordance with Article 36, the Board shall consist of three (3) Directors.

**40. TERM OF OFFICE OF DIRECTORS**

An appointment of a Director may be on terms that the Director shall automatically retire from office (unless he has sooner vacated office) at the next or a subsequent annual general meeting or upon any specified event or after any specified period; but no such term shall be implied in the absence of express provision.

**41. ALTERNATE DIRECTORS**

- 41.1. At any general meeting, the Members may elect a person or persons to act as a Director in the alternative to any one or more Directors or may authorise the Board to appoint such Alternate

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Directors. For the avoidance of doubt, only BOCI may appoint a person to act as a Director in the alternative to the BOCI Director.

- 41.2. Unless the Members otherwise resolve, any Director may appoint a person or persons to act as a Director in the alternative to himself by notice deposited with the Secretary.
- 41.3. Any person elected or appointed pursuant to this Article shall have all the rights and powers of the Director or Directors for whom such person is elected or appointed in the alternative, provided that such person shall not be counted more than once in determining whether or not a quorum is present.
- 41.4. An Alternate Director shall be entitled to receive notice of all Board meetings and to attend and vote at any such meeting at which a Director for whom such Alternate Director was appointed in the alternative is not personally present and generally to perform at such meeting all the functions of such Director for whom such Alternate Director was appointed.
- 41.5. An Alternate Director's office shall terminate -
- in the case of an alternate elected by the Members:
- (a) (i) on the occurrence in relation to the Alternate Director of any event which, if it occurred in relation to the Director for whom he was elected to act, would result in the termination of that Director; or
- (ii) if the Director for whom he was elected in the alternative ceases for any reason to be a Director, provided that the alternate removed in these circumstances may be re-appointed by the Board as an alternate to the person appointed to fill the vacancy; and
- in the case of an alternate appointed by a Director:
- (b) (i) on the occurrence in relation to the Alternate Director of any event which, if it occurred in relation to his appointor, would result in the termination of the appointor's directorship; or



- (ii) when the Alternate Director's appointor revokes the appointment by notice to the Company in writing specifying when the appointment is to terminate; or
- (iii) if the Alternate Director's appointor ceases for any reason to be a Director.

- 41.6. If an Alternate Director is himself a Director or attends a Board meeting as the Alternate Director of more than one Director, his voting rights shall be cumulative.
- 41.7. Unless the Board determines otherwise, an Alternate Director may also represent his appointor at meetings of any committee of the Board on which his appointor serves; and the provisions of this Article shall apply equally to such committee meetings as to Board meetings.
- 41.8. Save as provided in these Articles an Alternate Director shall not, as such, have any power to act as a Director or to represent his appointor and shall not be deemed to be a Director for the purposes of these Articles.

## **42. REMOVAL OF DIRECTORS**

- 42.1 The Company may from time to time by Ordinary Resolution remove any Director from office, whether or not appointing another in his stead save that the BOCI Director may only be removed by BOCI and such removal shall take effect upon BOCI sending a notice of such removal to the Company. Upon removal of the BOCI Director or his otherwise ceasing to act as a Director (including, but not limited to, the BOCI Director resigning from his position as a Director), BOCI shall be entitled to appoint another person in his/her place and the Company shall execute and deliver to BOCI an indemnification agreement to indemnify against the BOCI Director on substantially the same term as the indemnification agreement set forth in Schedule 8 to the Shareholders Agreement.
- 42.2 As soon as BOCI ceases to be a Shareholder, the BOCI Director shall automatically cease to be a Director.

## **43. VACANCY IN THE OFFICE OF DIRECTOR**

The office of Director shall be vacated if the Director:

is removed from office pursuant to these Articles;

(a)

dies or becomes bankrupt, or makes any arrangement or composition with his creditors generally;

- (b) is or becomes of unsound mind or an order for his detention is made under the Mental Health Act of the Cayman Islands or any analogous law of a jurisdiction outside the Cayman Islands, or dies;
- (c)

resigns his office by notice to the Company; or

- (d) who is a BOCI Director ceases to be a Director pursuant to Article 42.

#### **44. REMUNERATION OF DIRECTORS**

44.1 The remuneration (if any) of the Directors shall, subject to any direction that may be given by the Company in general meeting, be determined by the Board as it may from time to time determine and shall be deemed to accrue from day to day. The Directors may also be paid all travel, hotel and other expenses properly incurred by them in attending and returning from Board meetings, any committee appointed by the Board, general meetings, or in connection with the business of the Company or their duties as Directors generally.

44.2 The Company shall reimburse the BOCI Director for all reasonable out-of-pocket expenses incurred in connection with his or her performing Board duties and attending Board meetings of the Group Companies in his capacity as a director of such Group Companies, provided that relevant documentation evidencing such fees and expenses shall be provided to the Company.

#### **45. DEFECT IN APPOINTMENT**

All acts done in good faith by the Board, any Director, a member of a committee appointed by the Board, any person to whom the Board may have delegated any of its powers, or any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that he was, or any of them were, disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or act in the relevant capacity.

**46. DIRECTORS TO MANAGE BUSINESS**

The business of the Company shall be managed and conducted by the Board. In managing the business of the Company, the Board may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting subject, nevertheless, to these Articles and the provisions of the Act.

**47. POWERS OF THE BOARD OF DIRECTORS**

47.1 Subject to Article 47.2, the Board may:

- (a) appoint, suspend, or remove any manager, secretary, clerk, agent or employee of the Company and may fix their remuneration and determine their duties;
- (b) exercise all the powers of the Company to borrow money and to mortgage or charge or otherwise grant a security interest in its undertaking, property and uncalled capital, or any part thereof, and may issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party;
- (c) appoint one or more Directors to the office of managing director or chief executive officer of the Company, who shall, subject to the control of the Board, supervise and administer all of the general business and affairs of the Company;
- (d) appoint a person to act as manager of the Company's day-to-day business and may entrust to and confer upon such manager such powers and duties as it deems appropriate for the transaction or conduct of such business;
- (e) by power of attorney, appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Board, to be an attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board) and for such period and subject to such conditions as it may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions so vested in the attorney;

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procure that the Company pays all expenses incurred in promoting and incorporating the Company;

- (f) delegate any of its powers (including the power to sub-delegate) to a committee of one or more persons appointed by the Board and every such committee shall conform to such
- (g) directions as the Board shall impose on them. Subject to any directions or regulations made by the Board for this purpose, the meetings and proceedings of any such committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board, including provisions for written resolutions;
- delegate any of its powers (including the power to sub-delegate) to any person on such terms and in such manner as the Board may see fit;
- (h) present any petition and make any application in connection with the liquidation or reorganisation of the Company;
- (i) in connection with the issue of any share, pay such commission and brokerage as may be permitted by law; and
- (j) authorise any company, firm, person or body of persons to act on behalf of the Company for any specific purpose and in connection therewith to execute any deed, agreement, document or instrument on behalf of the Company.
- (k)

47.2 Notwithstanding any provision in the Articles, the matters set out in Schedule 2 shall only be carried out by the Board if approved by the Board at a meeting with either (a) the affirmative vote of the BOCI Director at such meeting or (b) the written consent of the BOCI Director. To the extent such matters are by Law the statutory power of the Shareholders, without prejudice to the right of the Board to approve the matters as provided herein or under the applicable Laws, such matters shall require the approval of the Shareholders with the affirmative vote or the written consent of all the holders of the Preference Shares in order for an Ordinary Resolution or a Special Resolution to be passed.

**48. REGISTER OF DIRECTORS AND OFFICERS**

The Board shall keep and maintain a Register of Directors and Officers in accordance with the Act.

**49. OFFICERS**

The Officers shall consist of a Secretary and such additional Officers as the Board may determine all of whom shall be deemed to be Officers for the purposes of these Articles.

**50. APPOINTMENT OF OFFICERS**

The Secretary (and additional Officers, if any) shall be appointed by the Board from time to time.

**51. DUTIES OF OFFICERS**

The Officers shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Board from time to time.

**52. REMUNERATION OF OFFICERS**

The Officers shall receive such remuneration as the Board may determine.

**53. CONFLICTS OF INTEREST**

- 53.1. Any Director, or any Director's firm, partner or any company with whom any Director is associated, may act in any capacity for, be employed by or render services to the Company on such terms, including with respect to remuneration, as may be agreed between the parties. Nothing herein contained shall authorise a Director or a Director's firm, partner or company to act as Auditor to the Company.
- 53.2. A Director who is directly or indirectly interested in a contract or proposed contract with the Company (an "Interested Director") shall declare the nature of such interest.
- 53.3. An Interested Director who has complied with the requirements of the foregoing Article may:

vote in respect of such contract or proposed contract; and/or

(a)

be counted in the quorum for the meeting at which the contract or proposed contract is to be voted on,

- (b) and no such contract or proposed contract shall be void or voidable by reason only that the Interested Director voted on it or was counted in the quorum of the relevant meeting
- (c) and the Interested Director shall not be liable to account to the Company for any profit realised thereby.

#### **54. INDEMNIFICATION AND EXCULPATION OF DIRECTORS AND OFFICERS**

- 54.1. The Directors, Secretary and other Officers (such term to include any person appointed to any committee by the Board) acting in relation to any of the affairs of the Company or any subsidiary thereof, and the liquidator or trustees (if any) acting in relation to any of the affairs of the Company or any subsidiary thereof and every one of them (whether for the time being or formerly) and their heirs, executors, administrators and personal representatives (each an "indemnified party") shall be indemnified and secured harmless out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, or in their respective offices or trusts, and no indemnified party shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any monies or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any monies of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or dishonesty in relation to the Company which may attach to any of the indemnified parties. Each Member agrees to waive any claim or right of action such Member might have, whether individually or by or in the right of the Company, against any Director or Officer on account of any action taken by such Director or Officer, or the failure of such Director or Officer to take any action in the performance of his duties with or for the Company or any subsidiary thereof, PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud or dishonesty in relation to the Company which may attach to such Director or Officer.

- 54.2. The Company may purchase and maintain insurance for the benefit of any Director or Officer against any liability incurred by him in his capacity as a Director or Officer or indemnifying such Director or Officer in respect of any loss arising or liability attaching to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which the Director or Officer may be guilty in relation to the Company or any subsidiary thereof.

## **MEETINGS OF THE BOARD OF DIRECTORS**

### **55. BOARD MEETINGS**

The Board may meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit. A resolution put to the vote at a Board meeting shall be carried by the affirmative votes of a majority of the votes cast and in the case of an equality of votes the resolution shall fail.

### **56. NOTICE OF BOARD MEETINGS**

A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Board meeting. Notices and agendas of Board meetings as well as copies of all board papers shall be sent to all the relevant Directors and to each holder of the Preference Shares at least seven (7) days prior to the relevant Board meeting. Minutes of Board meetings shall be sent to each holder of the Preference Shares within thirty (30) days after the relevant meeting. Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to such Director verbally (including in person or by telephone) or otherwise communicated or sent to such Director by post, electronic means or other mode of representing words in a visible form at such Director's last known address or in accordance with any other instructions given by such Director to the Company for this purpose.

### **57. ELECTRONIC PARTICIPATION IN MEETINGS**

Directors may participate in any meeting by such telephonic, electronic or other communication facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

**58. REPRESENTATION OF DIRECTOR**

- 58.1. A Director which is a corporation may, by written instrument, authorise such person or persons as it thinks fit to act as its representative at any meeting and any person so authorised shall be entitled to exercise the same powers on behalf of the corporation which such person represents as that corporation could exercise if it were an individual Director, and that Director shall be deemed to be present in person at any such meeting attended by its authorised representative or representatives.
- 58.2. Notwithstanding the foregoing, the chairman of the meeting may accept such assurances as he thinks fit as to the right of any person to attend and vote at Board meetings on behalf of a corporation which is a Director.
- 58.3. A Director who is not present at a Board meeting, and whose Alternate Director (if any) is not present at the meeting, may be represented at the meeting by a proxy duly appointed, in which event the presence and vote of the proxy shall be deemed to be that of the Director. All the provisions of these Articles regulating the appointment of proxies by Members shall apply equally to the appointment of proxies by Directors.

**59. QUORUM AT BOARD MEETINGS**

The quorum (which shall exist at the time of the voting as well as the attendance of the Board meeting) of the meetings of the Board shall be three (3) Directors, in person or by telephone, electronic or other means of communication, and the attendance of the BOCI Director shall be required to constitute such quorum, provided, however, that if such quorum cannot be obtained for a Board meeting after two (2) consecutive notices of Board meetings have been sent by the Company with the first notice providing not less than seven (7) days' prior notice and the second notice providing not less than three (3) days' prior notice, then the attendance of the BOCI Director and an additional Director shall constitute a quorum; provided further that matters discussed in such adjourned meeting shall be limited to those stated in the first written notice and agendas of the Board meetings.

**60. BOARD TO CONTINUE IN THE EVENT OF VACANCY**

The Board may act notwithstanding any vacancy in its number.



**61. CHAIRMAN TO PRESIDE**

Unless otherwise agreed by a majority of the Directors attending, the Chairman, if there be one, shall act as chairman at all Board meetings at which such person is present. In his absence a chairman of the meeting shall be appointed or elected by the Directors present at the meeting.

**62. WRITTEN RESOLUTIONS**

- 62.1. Anything which may be done by resolution of the Directors may, without a meeting and without any previous notice being required, be done by written resolution in accordance with this Article.
- 62.2. A written resolution may be signed by (or in the case of a Director that is a corporation, on behalf of) all the Directors in as many counterparts as may be necessary.
- 62.3. A written resolution made in accordance with this Article is as valid as if it had been passed by the Directors in a directors' meeting, and any reference in any Article to a meeting at which a resolution is passed or to Directors voting in favour of a resolution shall be construed accordingly.
- 62.4. A resolution in writing made in accordance with this Article shall constitute minutes for the purposes of the Act.
- 62.5. For the purposes of this Article, the date of the resolution is the date when the resolution is signed by (or in the case of a Director that is a corporation, on behalf of) the last Director to sign and any reference in any Article to the date of passing of a resolution is, in relation to a resolution made in accordance with this Article, a reference to such date.

**63. VALIDITY OF PRIOR ACTS OF THE BOARD**

No regulation or alteration to these Articles made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation or alteration had not been made.

**CORPORATE RECORDS**

**64. MINUTES**

The Board shall cause minutes to be duly entered in books provided for the purpose:

of all elections and appointments of Officers;

- (a) of the names of the Directors present at each Board meeting and of any committee appointed by the Board; and
- (b) of all resolutions and proceedings of general meetings of the Members, Board meetings, meetings of managers and meetings of committees appointed by the Board.
- (c)

**65. REGISTER OF MORTGAGES AND CHARGES**

- 65.1. The Board shall cause to be kept the Register of Mortgages and Charges required by the Act.
- 65.2. The Register of Mortgages and Charges shall be open to inspection in accordance with the Act, at the registered office of the Company on every business day in the Cayman Islands, subject to such reasonable restrictions as the Board may impose, so that not less than two hours in each such business day be allowed for inspection.

**66. FORM AND USE OF SEAL**

- 66.1. The Company may adopt a seal, which shall bear the name of the Company in legible characters, and which may, at the discretion of the Board, be followed with or preceded by its dual foreign name or translated name (if any), in such form as the Board may determine. The Board may adopt one or more duplicate seals for use in or outside Cayman and, if the Board thinks fit, a duplicate Seal may bear on its face the name of the country, territory, district or place where it is to be issued.
- 66.2. The Seal (if any) shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf and, until otherwise determined by the Board, the Seal shall be affixed in the presence of a Director or the Secretary or an assistant secretary or some other person authorised for this purpose by the Board or the committee of the Board.
- 66.3. Notwithstanding the foregoing, the Seal (if any) may without further authority be affixed by way of authentication to any document required to be filed with the Registrar of Companies in the Cayman Islands, and may be so affixed by any Director, Secretary or assistant secretary of the Company or any other person or institution having authority to file the document as aforesaid.

## **ACCOUNTS**

### **67. BOOKS OF ACCOUNT**

67.1. Subject to Schedule 1 to these Articles, the Board shall cause to be kept proper books of account including, where applicable, material underlying documentation including contracts and invoices, and with respect to:-

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Company; and
- (b) all assets and liabilities of the Company.

67.2. ~~(b)~~ Such books of account shall be kept and proper books of account shall not be deemed to be kept with respect to the matters aforesaid if there are not kept, at such place as the Board thinks fit, such books as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

67.3. Such books of account shall be retained for a minimum period of five years from the date on which they are prepared.

67.4. No Member (not being a Director) shall have any right of inspecting any account or book or document of the Company.

### **68. FINANCIAL YEAR END**

The financial year end of the Company shall be 31st December in each year but, subject to any direction of the Company in general meeting, the Board may from time to time prescribe some other period to be the financial year, provided that the Board may not without the sanction of an Ordinary Resolution prescribe or allow any financial year longer than eighteen months.

## **AUDITS**

### **69. AUDIT**

Nothing in these Articles shall be construed as making it obligatory to appoint Auditors.

### **70. APPOINTMENT OF AUDITORS**

- 70.1. The Company may in general meeting appoint Auditors to hold office for such period as the Members may determine.
- 70.2. Whenever there are no Auditors appointed as aforesaid the Board may appoint Auditors to hold office for such period as the Board may determine or earlier removal from office by the Company in general meeting.
- 70.3. The Auditor may be a Member but no Director, Officer or employee of the Company shall, during his continuance in office, be eligible to act as an Auditor of the Company.

### **71. REMUNERATION OF AUDITORS**

- 71.1. The remuneration of an Auditor appointed by the Members shall be fixed by the Company in general meeting.
- 71.2. The remuneration of an Auditor appointed by the Board in accordance with these Articles shall be fixed by the Board.

### **72. DUTIES OF AUDITOR**

The Auditor shall make a report to the Members on the accounts examined by him and on every set of financial statements laid before the Company in general meeting, or circulated to Members, pursuant to this Article during the Auditor's tenure of office.

### **73. ACCESS TO RECORDS**

- 73.1. The Auditor shall at all reasonable times have access to the Company's books, accounts and vouchers and shall be entitled to require from the Company's Directors and Officers such information and explanations as the Auditor thinks necessary for the performance of the Auditor's

duties and, if the Auditor fails to obtain all the information and explanations which, to the best of his knowledge and belief, are necessary for the purposes of their audit, he shall state that fact in his report to the Members.

- 73.2. The Auditor shall be entitled to attend any general meeting at which any financial statements which have been examined or reported on by him are to be laid before the Company and to make any statement or explanation he may desire with respect to the financial statements.

## **VOLUNTARY WINDING-UP AND DISSOLUTION**

### **74. WINDING-UP**

- 74.1. The Company may be voluntarily wound-up by a Special Resolution.
- 74.2. If the Company shall be wound up the liquidator may, with the sanction of a Special Resolution, divide amongst the Members in specie or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in the trustees upon such trusts for the benefit of the Members as the liquidator shall think fit, but so that no Member shall be compelled to accept any shares or other securities or assets whereon there is any liability.

## **CHANGES TO CONSTITUTION**

### **75. CHANGES TO ARTICLES**

Subject to the Act, Article 47.2, and to the conditions contained in its memorandum, the Company may, by Special Resolution, alter or add to its Articles.

### **76. CHANGES TO THE MEMORANDUM OF ASSOCIATION**

Subject to the Act and these Articles (in particular Article 47.2), the Company may from time to time by Special Resolution alter its Memorandum of Association with respect to any objects, powers or other matters specified therein.

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**77. DISCONTINUANCE**

The Board may exercise all the powers of the Company to transfer by way of continuation the Company to a named country or jurisdiction outside the Cayman Islands pursuant to the Act.

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**SCHEDULE 1**

**ADDITIONAL RIGHTS ATTACHED TO THE PREFERENCE SHARES**

**1. Conversion Rights and Anti-Dilution**

- 1.1 Subject to Clauses 1.3, 1.4 and 1.5 and Clause 2 of this Schedule 1, each Preference Share shall be convertible, at the option of the Preference Shareholder, at any time after the date of issuance of such Preference Share, into such number of fully-paid Ordinary Shares as is determined by dividing the original issue price of such Preference Share (i.e., RMB74.36, the "**Original Subscription Price**") by the applicable conversion price. The initial Conversion Price for each Preference Share shall be RMB74.36, which may be adjusted from time to time for any Recapitalisation, and as further adjusted as provided in Clause 1.4 for dilutive issuances (the "**Conversion Price**"), and in effect on the date the share certificate is delivered to the Company for conversion.
- 1.2 All of the issued and outstanding Preference Shares shall automatically be converted into such number of Ordinary Shares using the then effective Conversion Price applicable to the Preference Shares no later than the date immediately before the date on which the Listing of the Shares commence on a recognised stock exchange pursuant to a Qualified IPO.
- 1.3 Before any Preference Shareholder shall be entitled to convert such Preference Shares into Ordinary Shares, it shall deliver the share certificate(s) therefor, duly endorsed (or a reasonably acceptable affidavit and indemnity undertaking made by the relevant Preference Shareholder in case of a lost, stolen or destroyed share certificate), at the registered office of the Company, and shall give written notice to the Company at its registered office, indicating its intention to convert such Preference Shares into Ordinary Shares and shall state therein the name(s) in which the share certificate(s) for Ordinary Shares is/are to be issued (the "**Conversion Notice**"). The Company shall, as soon as practicable thereafter, issue and deliver to such Preference Shareholder the share certificate(s) without charge, for the number of Ordinary Shares to which such Preference Shareholder shall be entitled as aforesaid, and a new certificate for any balance of unconverted Preference Shares comprised in the surrendered certificate. Such conversion shall be deemed to have been made immediately before the close of business on (i) the date of such delivery of the share certificate representing the Preference Shares to be converted together with the Conversion Notice or, (ii) if applicable, at the time of automatic conversion specified in Clause 1.2 above, and the person or persons entitled to receive the



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Ordinary Shares issuable upon such conversion shall be treated for all purposes as the record holder(s) of such Ordinary Shares as of such date.

1.4 The Conversion Price shall be subject to adjustment from time to time as follows:

- (i) in the event the Company should at any time after the date upon which any Preference Shares were first issued (including issuance of Preference Shares by way of subscription, subdivision, reclassification or consolidation of share capital of the Company or bonus issue) (the "**Preference Share Purchase Date**") effect a Recapitalisation of the Ordinary Shares then issued or fix a record date for the determination of the Ordinary Shareholders entitled to receive a dividend or other distribution payable in the form of additional Ordinary Shares, without payment of any consideration, by such holder for the additional Ordinary Shares (including the additional Ordinary Shares issuable upon conversion, exchange or exercise thereof), then, as of the date of such Recapitalisation or as of such record date (or the payment date of such dividend or distribution if no record date is fixed), the Conversion Price of the Preference Shares shall be decreased by multiplying the previously applicable Conversion Price by a fraction whose numerator is the number of Ordinary Shares then issued immediately before the Recapitalisation or record date (or payment date) and whose denominator is :
  - (a) in the case of a split or subdivision, the number of Ordinary Shares then issued immediately after such split or subdivision;
  - (b) in the case of a dividend or distribution with a fixed record date, the number of Ordinary Shares then issued immediately before such record date plus the number of Ordinary Shares issuable in such dividend or distribution; and
  - (c) in the case of such a dividend or distribution paid without setting a record date, the number of Ordinary Shares then issued immediately before such dividend or distribution plus the number of Ordinary Shares issued in such dividend or distribution.
- (ii) if the number of Ordinary Shares then issued at any time after the Preference Share Purchase Date is decreased by way of a consolidation or combination of the Ordinary Shares then issued or the like, then, as of the effective date of such consolidation or combination, the Conversion Price for the Preference Shares shall

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be increased by multiplying the previously applicable Conversion Price by a fraction whose numerator is the number of Ordinary Shares then issued immediately before the consolidation or combination and whose denominator is the number of Ordinary Shares then issued immediately after the consolidation or combination;

- 1.5 The Ordinary Shares into which such Preference Shareholder is entitled in exercising its right to convert its Preference Shares:
- (i) shall be credited as fully paid;
  - (ii) shall rank pari passu in all respects and form one class with the Ordinary Shares then in issue; and
  - (iii) entitle such holder to be paid an appropriate proportion of all dividends and other distributions declared, made or paid on Ordinary Shares in respect of the financial year in which the relevant conversion date falls, but not in respect of an earlier financial year.
- 1.6 No fractional Shares shall be issued upon the conversion of any Preference Shares, and the number of Ordinary Shares to be issued shall be rounded down to the nearest whole Share. If the conversion would result in any fractional Share, the Company shall, in lieu of issuing any such fractional Share, pay the holder thereof an amount in cash equal to the fair market value of such fractional Share on the date of conversion, as determined by the Board.
- 1.7 The Company shall at all times reserve and keep available out of its authorised but unissued Ordinary Shares, solely for the purpose of effecting the conversion of the Preference Shares, such number of Ordinary Shares as shall from time to time be sufficient to effect the conversion of all issued and outstanding Preference Shares; and if at any time the number of authorised but unissued Ordinary Shares shall not be sufficient to effect the conversion of all the Preference Shares then issued and outstanding, in addition to such other remedies as shall be available to the holders of such Preference Shares, the Company shall take such necessary corporate action to increase its authorised but unissued Ordinary Shares to such number as shall be sufficient for such purposes, including, without limitation, using its best efforts to obtain the requisite approval by the Members of any necessary amendment to the Memorandum of Association and/or these Articles to effect the conversion.

1.8 If the Company issues any Security (i) at a price per Preference Share, or with a conversion price or exchange price into Preference Shares, or otherwise implying a price per Preference Share (each, a "**Preference Share New Issuance Price**"), or (ii) at a price per Ordinary Share, or with a conversion price or exchange price into Ordinary Shares, or otherwise implying a price per Ordinary Share, that is lower than the Original Subscription Price (each, a "**Ordinary Share New Issuance Price**", and together with the Preference Share New Issuance Price, the "**New Issuance Price**"), then, at the sole discretion of the holders of Preference Shares, prior to the consummation of the issuance, either:

- (i) the Founder and/or the Company shall pay to each holder of Preference Shares in cash a multiple of (x) the positive difference between the New Issuance Price and the Original Subscription Price; times (y) the number of Securities to be issued; or
- (ii) the Company shall issue to each holder of Preference Shares such number Preference Shares equal to the positive difference between (x) the Subscription Consideration (as defined in the Subscription Agreement) paid by such holder of Preference Shares divided by the New Issuance Price, and (y) the Subscription Consideration divided by the Original Subscription Price, in each case for an aggregate consideration of HK\$1.00.

This Clause 1.8 shall not apply in respect of (i) any bonus issue or any other share dividend that is distributed pro rata among holders of Shares; or (ii) any issue pursuant to the ESOP.

## 2 Repurchase Right

2.1 Subject to the terms and conditions set forth in this Clause 2, each of the Founder Parties and the Group Companies agree and covenant to each holder of Preference Shares, on a joint and several basis, that upon the occurrence of any of the following events (each a "**Repurchase Event**", and collectively, the "**Repurchase Events**"), each holder of Preference Shares shall have the right to require the Company and the Founder Parties to redeem, repurchase or purchase (as applicable) from the requesting holder of Preference Shares all or any part of the Preference Shares held by such holder of Preference Shares respectively ( "**Repurchase Right**"), if:

- (i) a Qualified IPO does not occur by 31 December 2022 (or such other date as agreed among the Company, on the one hand, and the holders of Preference Shares, on the other hand); or

(ii) the occurrence of an Event of Default (as set forth in Appendix 1 hereto).

- 2.2 Upon the occurrence of any Repurchase Event, each holder of Preference Shares shall be entitled to serve a written notice (the "**Repurchase Notice**") to the Founder Parties and the Company (such holder of Preference Shares serving such Repurchase Notice, the "**Existing Investor**"), and request the Founder Parties and the Company, on a joint and several basis, to redeem, repurchase or purchase (as applicable) from such Existing Investor each of the relevant Preference Shares (collectively, the "**Redeeming Preference Shares**", and each, a "**Redeeming Preference Share**") at the Repurchase Amount, payable by the Founder Parties and the Company in cash in immediately available funds within 30 calendar days after their receipt of such Repurchase Notice. Each Existing Investor shall deliver all certificates for the Redeeming Preference Shares against the payment in full of its Repurchase Amount by the Founder Parties and the Company. For the avoidance of doubt, the Company and the Founder Parties shall, on a joint and several basis, be responsible for all the Costs incurred in connection with redeeming, repurchasing or purchasing (as applicable) of the Redeeming Preference Shares, and the Company and the Founder Parties shall provide to the Existing Investor evidence of the payment of the relevant Costs within six (6) months after such Redeeming Preference Shares being redeemed, repurchased or purchased (as applicable).

### 3. Information and Inspection Rights

- 3.1 The Company shall prepare monthly and quarterly management accounts and yearly audited accounts of the Group. Such accounts shall include a consolidated profit and loss account, balance sheet and cash flow statement and financial statements analysis for the Group.
- 3.2 The Company shall provide each holder of Preference Shares with:
- (a) copies of the monthly management accounts of the Group prepared in accordance with Clause 3.1, such accounts to be provided within 21 days after the end of each month
  - (b) copies of the quarterly management accounts of the Group prepared in accordance with Clause 3.1, such accounts to be provided within 21 days after the end of each quarter;
  - (c) copies of the yearly management accounts of the Group prepared in accordance with Clause 3.1, such accounts to be provided within 120 days after the end of each financial year;

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- (d) audited consolidated accounts of the Company in respect of each financial year with an unqualified opinion expressed by an auditor approved by BOCI in accordance with the IFRS, such accounts to be provided within 120 days after the end of that financial year; and
  - (e) Annual Budget and Business Plans as approved by the Board 30 days prior to the start of a financial year.
- 3.3 All accounts referred to in Clauses 3.1 and Clauses 3.2 shall be prepared in accordance with IFRS and the Group's accounting policies approved by the Board and applied consistently.
- 3.4 The Company covenants and agrees that, the holders of Preference Shares or their respective appointees shall have the right (i) of inspection, including the right to access, examine and copy all books or accounts of each Group Company and/or any of their respective Subsidiaries at any time during regular working hours on reasonable prior notice to such Group Company, (ii) to discuss the business, operations and conditions of each Group Company and their respective Subsidiaries with their respective directors, officers, employees, accounts, legal counsel and investment bankers, and (iii) to appoint an independent auditor to examine the accounts of the Group Companies no more than once in every twelve (12) months.

**4 Drag-Along Rights**

- 4.1 In the event that the holders of at least a majority of the Preference Shares (the "**Selling Shareholders**"), approve a Trade Sale of the Company in writing, with a total valuation of the Company at least RMB1,500,000,000, then each Shareholder shall:
  - (i) if such transaction requires Shareholder approval, with respect to all Shares that each Shareholder owns or over which such shareholder otherwise exercises voting power, vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Trade Sale and to vote in opposition to any and all other proposals that could delay or impair the ability of the Company to consummate such Trade Sale;
  - (ii) sell all the Securities in the Company Companies owned by such Shareholder the same terms and conditions as the Selling Shareholders;
  - (iii) execute and deliver all related documentation and take such other action in support of the Trade Sale as shall reasonably be requested by the Company or the Selling

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Shareholders in order to carry out the terms and provision of this Clause 4.1, including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible Liens and claims) and any similar or related documents;

- (iv) not deposit, and cause their affiliates not to deposit, except as provided in these Articles, any Shares owned by such party or its affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such shares, unless specifically requested to do so by the acquiror in connection with the Trade Sale; and
- (v) refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Trade Sale.

**SCHEDULE 2**

**RESERVED MATTERS**

1. The appointment and removal of the auditors of any Group Company.
2. Approval of the Annual Budget or the Business Plan of the Group, or any deviation from or material amendment of the same.
3. Any distribution of profits amongst the Shareholders by way of dividend (interim or final), and any capitalization of reserves or otherwise.
4. Any investment in an amount exceeding 10% of the net asset value of the Group in any fiscal year, other than as expressly provided for in the Annual Budget or the Business Plan then in effect.
5. Any acquisition of assets with a value exceeding 10% of the net asset value of the Group in that fiscal year, other than the acquisition of inventory in the ordinary course of business as currently conducted and any acquisition of assets that is expressly provided for in the Business Plan then in effect.
6. Any sale of disposal of or creation of any Lien over all or substantial assets of any Group Company or any material asset, goodwill or undertaking of any Group Company as a result of which such Group Company may not be able to continue or maintain its normal business or the scale of its normal business.
7. Any act to sell, transfer, license, charge, encumber or otherwise dispose of any trademarks, patents or other intellectual property owned by any Group Company.
8. Any act to acquire any share capital or other Securities constituting a controlling interest of any corporate entity.
9. Any act to dispose or transfer of any Group Company's equity interest, directly or indirectly, in any of its Subsidiaries.

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10. Any act to borrow any money or obtain any financial facilities by any Group Company of an amount over US\$500,000 in a single transaction or a series of related transactions outside of the approved Annual Budget or the Business Plan.
  11. Any transaction or matter in which any Group Company will act as guarantor or will be required to pledge its assets for an amount over US\$500,000 in a single transaction or a series of related transactions outside of the approved Annual Budget or the Business Plan.
  12. Any change to any Group Company's accounting or tax year.
  13. Any material change in the accounting principles adopted by the Company or other accounting methods, practices, procedures or policies of any Group Company, other than as required by applicable Laws.
  14. Establishment, adoption, funding, administration, amendment, termination of any equity-based bonus or incentive plan, profit sharing mechanism, employee share option plan any Group Company (including, but not limited to, the ESOP) other than as required by applicable Laws, or any distribution of dividend.
  15. Any public offering of shares or other securities of any Group Company, or the shares or securities of the relevant entity resulting from any merger, reorganization or other arrangements made by any Group Company for the purpose of public offering.
  16. Any resolutions in relation to voluntary liquidation, dissolution, bankruptcy of the any Group Company or other like proceedings or arrangements with creditors or other events of a similar nature or applying for the appointment of a receiver or an administrator over the Group's assets.
  17. Any resolution in relation to any merger, consolidation or amalgamation of any Group Company with any other entity or entities or any spin-off, sub-division, share swap, or any other transaction of a similar nature or having a similar economic effect as any of the foregoing, or other forms of restructuring of any Group Company.
  18. Any transaction which may constitute a connected transaction under the Listing Rules (other than the transactions that may be fully exempted from the reporting, announcement and independent shareholders' approval requirements pursuant to Chapter 14A of the Listing Rules).



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19. The creation, allotment or issue of any Shares or of any other Securities of the Company convertible into Shares or any other equity or debt Securities of the Company (other than pursuant to the ESOP).
20. Any repeal, amendment, modification or change of the Shareholders Agreement or these Articles (save in accordance with Clause 12.9 of the Shareholders Agreement which provides that In the event of any ambiguity or discrepancy between the provisions of the Shareholders Agreement and these Articles, it is intended that the provisions of the Shareholders Agreement shall prevail and accordingly the Shareholders shall exercise all voting and other rights and powers available to them so as to give effect to the provisions of the Shareholders Agreement and, if necessary, to procure any required amendment to these Articles).
21. Any cessation to conduct or any material change in the principal business of the Group.
22. Any increase, reduction, cancellation or repurchase of the authorized or issued share capital (as applicable) of any Group Company.
23. The payment of the fees and expenses in relation to the Listing by the Company pursuant to a Qualified IPO.

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SCHEDULE 3

PRE-EMPTION RIGHT OF SHAREHOLDERS ON NEW SHARES

1. The Company shall give each Shareholder 20 calendar days' prior written notice (the "**New Issue Notice**") of the proposed issuance (the "**Proposed Issuance**") of (i) any new Shares; or (ii) other Securities of the Company convertible into or exchangeable for Shares (the securities described in items (i) and (ii) in this Clause shall together be referred to as "**Offered Securities**"). The written notice shall (i) specify the number of Offered Securities the Company proposes to issue, (ii) identify the proposed offeree (the "**Proposed Offeree**"), and (iii) the proposed issuance price (the "**Proposed Issuance Price**"). By written notice to the Company ("**Subscription Notice**") given within 20 calendar days from the date of the notice of such Proposed Issuance, each Shareholder that is not a Founder Party or a holder of the ESOP Shares (each a "**Participation Rights Holder**", and collectively, the "**Participation Rights Holders**"), shall be entitled, at its sole discretion, to subscribe for all or part of its Pre-emptive Share of such Offered Securities at the Proposed Issuance Price pursuant to the applicable terms of this Schedule. The failure of a Participation Rights Holder to deliver a Subscription Notice within the said 20-day notice period shall constitute a waiver of its right to participate in the subscription of the Offered Securities. Each Participation Rights Holder may also indicate in its Subscription Notice, if it so elects, its desire to participate in the subscription of such Offered Securities in excess of its Pre-emptive Share ("**Fully-Exercising Participation Rights Holder**"). If one or more Participation Rights Holders decline to subscribe for their Pre-emptive Share of the Offered Securities, then the unaccepted participation of such Participation Rights Holders ("**Excess Offered Securities**") shall automatically be accepted by the Fully-Exercising Participation Rights Holder. If such Excess Offered Securities are not sufficient to satisfy the demand of the Fully-Exercising Participation Rights Holders, then all such remaining Excess Offered Securities shall be allocated among such Fully-Exercising Participation Rights Holders according to the proportion that each such Fully-Exercising Participation Rights Holders' Pre-emptive Share bears to the sum of the Pre-emptive Shares of all such Fully-Exercising Participation Rights Holders.
2. The closing of any subscription by the Participation Rights Holders of the Offered Securities under Clause 1 above shall be held at such location as determined by the Board at 11:00 A.M. Hong Kong time on the 40th day after the date on which the Company gave the notice of the Proposed Issuance under Clause 1 above, or at such other time and place as the Company and those

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Participation Rights Holder purchasing any Offered Securities may agree upon. At such closing, the Participation Rights Holder participating in the subscription shall deliver, by wire transfer, the subscription price for the Offered Securities as is payable in cash, and all parties to the transaction shall execute such documents as are otherwise customary and appropriate.

3. In the event that the Participation Rights Holder do not subscribe for all of the Offered Securities pursuant to this Schedule, the Offered Securities not so subscribed may be offered by the Company to the Proposed Offeree at any time within 90 calendar days after the date of the New Issue Notice, at not less than the price and upon other terms and conditions, if any, not more favourable than those specified in the Subscription Notice. If any of the Offered Securities are sold pursuant to this Clause 3 to any purchaser who is not a party to the Shareholders Agreement, the Company shall, before entering the name of the Proposed Offeree as a Shareholder, procure such Proposed Offeree to comply with a deed of adherence as required by and to be bound by the Shareholders Agreement. In the event that the Company has not issued and sold such Offered Securities within such 90 calendar days period, then the Company shall not thereafter issue or sell any Offered Securities without again offering such Offered Securities to the holder of Preference Shares pursuant to this Schedule.
4. This Schedule shall not apply in respect of (i) any bonus issue or any other share dividend that is distributed pro rata among holders of Shares; or (ii) any issue pursuant to the ESOP.

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**SCHEDULE 4**

**RESTRICTIONS ON TRANSFER**

**1. TRANSFER OF SHARES**

**1.1 Right of first refusal**

1.1.1 Subject to Clause 2 below, if any Shareholder (other than the holders of Preference Shares) (the “**Proposed Selling Shareholder**”) proposes to transfer any Shares to any person (other than the holders of Preference Shares or the Company), it shall notify each of the holders of Preference Shares and the Company 20 calendar days’ prior written notice of its proposed transfer. The notice (the “**Transfer Notice**”) shall:

- (i) specify the number of Shares which it wishes to transfer, the proposed purchase price for the transfer and all other material terms of the transfer;
- (ii) identify the proposed transferee (the “**Proposed Transferee**”); and
- (iii) irrevocably offer to transfer to each of the holders of Preference Shares its ROFR Pro Rata Portion of such Shares proposed to be transferred on the same terms offered to the Proposed Transferee.

1.1.2 Each of the holders of Preference Shares may accept the offer to purchase all or part of its ROFR Pro Rata Portion of the Shares offered in the Transfer Notice by notifying such Proposed Selling Shareholder of its acceptance in writing at any time within 20 calendar days following receipt of the Transfer Notice (the “**Acceptance Notice**”). The Acceptance Notice shall include a statement of the ROFR Pro Rata Portion of Shares that the holder of Preference Shares may purchase. The Acceptance Notice shall be irrevocable and shall constitute a binding agreement by such holders of Preference Shares to purchase the relevant number of Shares stated in such Acceptance Notice. Failure of any holders of Preference Shares to give notice within the said 20-day period will be deemed to be its rejection of the offer.

**1.2 Closing**

Closing of the transfer of the Shares by the Proposed Selling Shareholder to the relevant holders of Preference Shares pursuant to Clause 1.1.2 above shall be held at such location and at such time as mutually agreed between the Proposed Selling Shareholder and such holders of Preference Shares, which shall be within five calendar days after the offer is accepted unless otherwise mutually agreed in writing. At such closing, the Proposed Selling Shareholder shall upon payment to it by the relevant holders of Preference Shares of the purchase price by wire transfer, transfer those Shares to be purchased under Clause 1.1.2 above and deliver the relevant share certificate(s) and other transfer documents to the relevant holders of Preference Shares. Each Party shall be responsible for its own Costs in connection with the transfer of any such Shares.

### 1.3 Transfer to Proposed Transferee

If any of the Shares offered to the holders of Preference Shares are not purchased by the relevant holders of Preference Shares (the “**Residual Shares**”), subject to Clause 2 below, the Proposed Selling Shareholder may sell such Residual Share to the Proposed Transferee on the terms described in the Transfer Notice within 90 calendar days after the date of the Transfer Notice. If the Shares are not sold within this 90-day period, they may not be transferred without again complying with this Clause 1.

### 1.4 Restriction on Transfers

Each Founder Parties agrees that, prior to the Qualified IPO by the Company, without the prior written consent of BOCI, it shall not, directly or indirectly, transfer, sell or dispose any Securities held by it in the Company or any Group Company. In the case that any such Securities is held by its ultimate beneficial owner through one or more level of holding companies (including without limitation, the Founder Holdco), any transfer, repurchase, or new issuance of the shares of such holding companies or similar transactions that have the effect of changing the beneficial ownership of such Securities shall be deemed as an indirect transfer of such Securities.

## 2. RIGHT OF CO-SALE

- 2.1 The Proposed Selling Shareholder may only transfer Shares in accordance with the Transfer Notice if the holders of Preference Shares that have not fully exercised their respective Right of first refusal pursuant to Clause 1 above (each a “**Co-Sale Right Investor**”, and together, the “**Co-**

**Sale Right Investors**") are also permitted to participate in the transaction by transferring a number of Shares up to their respective Co-Sale Pro Rata Portions ("**Co-Sale Right**"). Each of the Co-Sale Right Investors may exercise its right to participate in the sale of the Shares to the transaction to the Proposed Selling Shareholder on materially the same overall terms and conditions as specified in the Transfer Notice. To exercise its rights hereunder, such Co-Sale Right Investor must have provided a notice (the "**Tag-Along Notice**") to the Proposed Selling Shareholder indicating the number of Shares it wish to sell within 20 calendar days after the date of the Transfer Notice.

2.2 If any of the Co-Sale Right Investors elects to exercise its respective Co-Sale Right pursuant to Clause 2.1 above (each a "**Co-Sale Right Exercising Investor**", and together, the "**Co-Sale Right Exercising Investors**"), the Proposed Selling Shareholder shall use its reasonable efforts to procure the Proposed Transferee to purchase the Co-Sale Pro Rata Portion to be sold by the Co-Sale Right Exercising Investors. To the extent that the Proposed Transferee prohibits such assignment or otherwise refuses to purchase any Shares from any Co-Sale Right Exercising Investor as specified in the respective Tag-Along Notices, the Proposed Selling Shareholder shall allocate the maximum number of Shares that the Proposed Transferee is willing to purchase (the "**Allocable Shares**") among the Proposed Selling Shareholder and the Co-Sale Right Exercising Investors in the following manner:

- (i) each Co-Sale Right Exercising Investor shall be entitled to sell up to the lesser of (i) the number of Shares proposed to be sold by the Co-Sale Right Exercising Investor, as specified in the relevant Tag-Along Notice; and (ii) the product of (x) the total number of the Allocable Shares and (y) a fraction, the numerator of which is the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by such Co-Sale Right Exercising Investor and the denominator of which is the aggregate number of Ordinary Shares (calculated on an as-converted basis) held by the Proposed Selling Shareholder and all of the Co-Sale Right Exercising Investors;
- (ii) the Proposed Selling Shareholder shall be entitled to sell (x) the Allocable Shares; minus (y) the aggregate number of Shares that all of the Co-Sale Right Exercising Investors are entitled to sell pursuant to sub-paragraph (i) above; and

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(iii) if after allocating the Allocable Shares among the Proposed Selling Shareholder and the Co-Sale Right Exercising Investors in accordance with sub-clauses (i) and (ii) above, there are Allocable Shares that remain unallocated, then any such Allocable Shares shall be allocated to the Proposed Selling Shareholder.

2.3 Any sale pursuant to Clause 2.1 shall be on the same terms and conditions described in the Transfer Notice. The sale of Shares by the Co-Sale Right Exercising Investors pursuant to this Clause 2 shall be completed no later than the completion of the sale of the Shares by the Proposed Selling Shareholder to the Proposed Transferee in accordance with Clause 1 above and this Clause 2. Each of the Co-Sale Right Exercising Investors shall promptly deliver to the Proposed Transferee all relevant documents to effect its participation in the sale.

2.4 To the extent that the Proposed Transferee is only interested in purchasing Ordinary Shares from the Co-Sale Right Exercising Investors, the Co-Sale Right Investor shall first convert their respective Preference Shares into Ordinary Shares. The Company agrees to make any such conversion concurrent with and contingent upon the actual transfer of such shares to the Proposed Transferee.

**3. TERMS AND CONSEQUENCES OF TRANSFER OF SHARES**

**3.1 Transfer terms**

Any sale and/or transfer of Shares pursuant to these Articles shall be on terms that those Shares:

3.1.1 are transferred free from and clear of all claims, pledges, equities, Liens, charges, encumbrances and third party rights of any nature (other than the encumbrances as created pursuant to the Shareholders Agreement); and

3.1.2 are transferred with the benefit of all rights attaching to them as at the date of transfer.

**3.2 Registration**

The Company shall not register a transfer of Shares unless the provisions regarding transfers of Shares in the Shareholders Agreement and these Articles have been complied with.

**3.3 Deed of adherence**

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It shall be a condition precedent to the right of any Shareholder (the "**Transferor**") to transfer Shares that the Transferor procures that the transferee of the relevant Shares (the "**Transferee**") (if not already bound by the provisions of this Agreement) executes a deed of adherence in the form set out in the Shareholders Agreement under which the Transferee shall agree to be bound by and shall be entitled to the benefit of the Shareholders Agreement with effect from the completion of the transfer of the relevant Shares as if it was an original party hereto in place of the Transferor to the extent of the Shares transferred and any other agreements in connection with the business to the extent such agreements are executed in its capacity as a Shareholder.



**APPENDIX 1**

**EVENT OF DEFAULT**

- (a) the Company and/or any Founder Party commits any breach of or omits to observe any of its undertakings or obligations under the Shareholders Agreement, the Subscription Agreement, any other Transaction Documents, or any debt Securities in which the Company and/or any Founder Party is a party; or
- (b) (A) any Group Company has committed, or omitted to do, any act or thing in contravention of any Law, as a result of which the business operation of any Group Company in a major location in the PRC shall have to close or substantially scale down or will be materially adversely impacted, or (B) if due to any change in Law, or in the enforcement of such Law, or as a result of any necessary license and permit being revoked or not being renewed, the business operation of any Group Company in a major location in the PRC shall have to close or substantially scale down or will be materially adversely impacted; or
- (c) the Company and/or any Founder Party is unable or admits inability to pay its debts as they fall due or enters into any compromise, composition or other arrangement for the benefit of its creditors generally or any class of its creditors or any proceedings are commenced in relation to the Company and/or any Founder Party under any law, enactment, regulation or procedure relating to reconstruction, readjustment or rescheduling of debts; or
- (d) before the consummation of a Qualified IPO by the Company, any Founder Party, directly or indirectly, transfer, sell or dispose any Securities held by it in the Company or any Group Company not in accordance with this Agreement or without prior written consent from the holders of Preference Shares (as the case may be); or
- (e) any Founder and/or a majority of the Key Employees terminates his or her employment with any Group Company; or
- (f) any Founder and/or any Key Employee breaches or violates any of his or her non-competing obligations to any Group Company; or

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- (g) the Founder (A) is not devoting his or her full working time to the conduct of, or (B) is not in response of any management of the business of a Group Company or the Group; or
- (h) a creditor takes possession of, or a distress, execution, sequestration is executed or enforced upon, the whole or any part of the business or assets of the Company and/or any Founder Party and such possession, distress, execution or sequestration is not contested on valid grounds, released, lifted, discharged or discontinued within fourteen (14) days; or
- (i) any Founder Party or any other person takes any action or any legal proceedings are started or other steps taken for (i) any Founder Party to be adjudicated or found bankrupt or insolvent, or (ii) the winding-up, liquidation or dissolution of any Founder Party, or (iii) the appointment of a liquidator, trustee, receiver, receiver manager, administrator, administrative receiver or similar officer of any Founder Party or of the whole or any part of any Founder Party's business, undertaking, properties, assets, rights or revenues; or
- (j) any outcome in any trial, action or proceeding against any Founder Party (including, but not limited to, the law suit filed by Changwen CAI (蔡长文) against the Founder in relation to her shareholding in Baide (Suzhou) Medical Co., Ltd.) that (i) has contributed to the failure for the Company to consummate its Qualified IPO (including, but not limited to, the Company's withdrawal of its initial public offering of Ordinary Shares, or the Company's initial public offering application being rejected by the Stock Exchange); and/or (ii) would constitute a Material Adverse Change.

**SCHEDULE 6**  
**FORM OF THE LOAN AGREEMENT**

## 借款协议

甲方（出借人）：百德（苏州）医疗有限公司

法定代表人：吴海梅

联系方式：广州市越秀区中山三路 33 号中华国际中心 B 塔 17 楼

联系电话：020-83336066

乙方（借款人）：吴海梅

身份证号码：350321198107131567

联系方式：广州西关海御花园 12 栋 0902 房

联系电话：13560026976

鉴于：

各方本着诚实信用的原则，根据《中华人民共和国民法典》的相关规定，就乙方向甲方借款事宜，经友好协商，达成本协议，以资共同遵守。

一、金额：不多于人民币 12,000,000.00 元（下称“借款总额”）；

二、借款用途：供乙方先代付甲方在香港之上市中介费用及其他费用；

三、还款期限及方式：在本协议签署之后并在甲方最近一次融资交割之前，乙方应当向甲方归还全额借款。乙方向甲方的还款方式为：（1）以代付甲方香港上市中介费用的方式，（2）以现金方式，或（3）以前述两种方式相结合的方式。乙方届时应归还的现金金额为，归还时点的借款总额与乙方已代甲方支付的香港上市中介费用的差额。双方同意，在乙方现金归还借款之前，双方应书面确认还款时点的借款总额，以及乙方应向甲方提供证明其已代替甲方支付香港上市中介费用的书面凭证；

四、借款利息：无；

五、陈述和保证

甲方做出如下陈述，并保证陈述的内容是真实及准确的：

(a) 甲方具有完全民事行为能力签署和履行本协议；甲方签署和履行本协议符合其公司章程或其他组织性文件的规定，甲方已就签署和履行本协议取得了所有必要和适当的批准和授权。

乙方做出如下陈述，并保证陈述的内容是真实及准确的：

(a) 乙方具有完全民事行为能力签署和履行本协议；

- (b) 乙方签署和履行本协议不违反乙方与任何第三方签署的任何协议、文件或向任何第三方出具的任何承诺；
- (c) 乙方按本协议约定按期归还甲方借款；以及
- (d) 本协议一经签署即构成对乙方合法有效并可依法强制执行的义务。

六、违约责任： 乙方若未按照本协议约定偿还本金，则需承担由此给甲方造成之损失（包括但不限于律师费、保全费、诉讼费等）。若因本协议项下的借款使用不符合中国法律法规的规定，乙方应当承担甲方因此承担有关处罚金额。

七、本协议的订立、效力、解释、履行和争议解决均受中国法律的管辖。

八、因本协议产生争议，各方应当协商解决，协商不成的，则任何一方均可将该等争议提交深圳国际仲裁院，按照申请仲裁时深圳国际仲裁院现行有效的仲裁规则在中国深圳进行仲裁。

仲裁裁决是终局的，对双方均具有约束力。仲裁期间，除仲裁所涉及的义务和事项，双方应继续履行本协议项下其各自的义务。除非仲裁庭另行决定，仲裁费用应由败诉方承担。若仲裁裁决通过诉讼程序执行，则败诉方应当承担其自身和各胜诉方由此产生的所有合理的律师费及其他费用。

九、如本协议的任何条款被认定为无效或不可实施，则应对该条款在可能的范围内进行解释，以促使该条款生效并使得本协议项下的交易按照原定条款完成。若无法通过可行的解释保留该条款，则应当将该条款从本协议中移除，且除非该条款对双方的权利或利益有实质影响，本协议应继续有效。在该情况下，双方应当尽最大努力进行善意协商，达成一项有效且可实施的替代条款或协议，以最大限度地实现双方签署本协议的目的。

十、本协议所注明的联系方式均为有效联系方式，均能产生送达的法律效力，若有变更，应在变更后三日内书面通知对方，若未能及时通知，按原联系方式通知均视为有效送达，因此产生的不利后果由变更方承担。以邮寄方式送达的，以邮件签收当日视为送达；以电子邮件方式送达的，发送成功后即视为送达。

十一、本协议一式两份，各方各执一份，具有同等效力。

（以下无正文）

甲方(签字 / 盖章):

\_\_\_\_\_

乙方（签字/盖章）:

\_\_\_\_\_

**SCHEDULE 7 - A**  
**FORM OF THE PRC LEGAL OPINION**



廣信君達律師事務所  
ETR Law Firm

## 关于蔡长文诉吴海梅股权转让纠纷一案的

### 法律意见书

广东广信君达律师事务所

二〇二一年五月





## 关于蔡长文诉吴海梅股权转让纠纷一案的法律意见书

致：百德（苏州）医疗有限公司

广东广信君达律师事务所接受贵司的委托，指派胡令涛律师，针对蔡长文诉吴海梅股权转让纠纷一案【一审案号：（2019）粤 0105 民初 9855 号】，出具以下法律意见：

### 一、案件情况说明

2017 年 4 月 18 日，蔡长文与吴海梅签订《股东转让出资合同书》，约定蔡长文将其持有的百德（苏州）医疗有限公司（以下称“百德医疗”）16.5%股权转让至吴海梅。同年 5 月，双方办理股权工商变更登记。2019 年 4 月，蔡长文以吴海梅未依约支付股权转让价款为由诉至法院，其主要诉讼请求为：1、判令自 2017 年 6 月 1 日起解除原告与被告之间签订的《股东转让出资合同书》；2、判令被告吴海梅立即恢复原告在百德医疗中的 16.5%股权。

被告吴海梅主张，《股东转让出资合同书》主要用于工商登记，双方后续签订的协议书才是股权转让及其对价的真实意思表示，且已实际履行完毕。另，涉诉股权转让至吴海梅后，因百德医疗上市重组需要，吴海梅又多次与其他方进行股权转让交易，均依法办理了相应的工商变更登记，现吴海梅已不是百德医疗的股东。

经审理，广州市海珠区人民法院于 2020 年 12 月 29 日作出本案一审判决：驳回原告蔡长文全部诉讼请求。



## 二、法律分析

### （一）法律适用问题

根据《最高人民法院关于适用〈中华人民共和国民法典〉时间效力的若干规定》第一条、第二十条相关规定，民法典施行前的法律事实引起的民事纠纷案件，适用当时的法律、司法解释的规定，但是法律、司法解释另有规定的除外。本案属于因民法典施行前履行合同发生的争议，除涉及部分特别需要溯及适用、衔接适用民法典的具体规定外，本案原则上应当适用当时的《中华人民共和国民法总则》、《中华人民共和国合同法》、《中华人民共和国公司法》等法律及其司法解释的规定。

### （二）被告吴海梅已合法取得涉诉股权，蔡长文无权要求返还

蔡长文、吴海梅虽于2017年4月18日签订了关于涉诉股权的《股东转让出资合同书》，约定了股权转让价款，但后续双方又于2017年4月20日签订《协议书》，就股权转让比例及债务免除等事宜进行补充约定。《股东转让出资合同书》和《协议书》内容存在冲突，应优先考虑以签订时间在后的协议内容为准。《协议书》明确约定，蔡长文将百德医疗16%股份转让至吴海梅，作为该股权转让的对价，吴海梅同意免除蔡长文相关债务。实际履行过程中，双方已完成股权转让工商变更登记，吴海梅也确已免除蔡长文300余万元债务，实际履行情况更符合《协议书》约定内容。（吴海梅在一审过程中提交了双方2013年至2017年期间的款项往来明细及相应的银行电子对账单，经其抵销核查，截至2017年4月20日，吴海梅对蔡长文尚享有

往来款债权 3087600 元。除款项往来明细外，吴海梅作出情况说明，明确已免除前述债务，暂未见双方有明确的债务抵销的书面材料，但一审法院亦未就前述《协议书》、相关股东会决议的真实性以及吴海梅作出的情况说明提出异议或反对意见。另，因一审判决内容没有对涉诉合同性质、实际履行情况进行审理认定，暂不了解原告蔡长文对前述债务免除的合理解释或抗辩，以上意见仅在案件现有材料及被告吴海梅陈述基础上进行分析。）除前述 16% 股权外，另 0.5% 股权由各方另行签订协议，与蔡长文持有的百德医疗剩余股权一并转让处理（合计 6%）。针对后续股权转让，各方也已办理相关股权变更登记手续，且吴海梅已向蔡长文足额支付了 300 万元股权转让价款。

结合双方实际履行情况，可以认定：《股权转让出资合同书》具有工商登记程序文件的属性，其所载股权比例及股权对价与实际履行情况有所差异。各方在签订《股东转让出资合同书》后，以另行签订协议的形式，对实际股权比例、对价支付方式和交易约定等进行重新确认和调整，并实际遵照履行，蔡长文不应再依据调整前的形式文件内容提出主张。

综上，被告吴海梅已合法取得涉诉股权，且已完全履行涉诉股权转让过程中的全部义务。涉诉合同作为办理股权工商变更的程序文件，已经在后续签订协议中进行了调整，原告蔡长文要求确认涉诉合同已于 2017 年 6 月 1 日解除，并要求返还股权，缺乏事实和法律依据。

**（三）涉诉合同不宜解除并恢复原状，原告的诉讼请求不具备实**



## 实际可执行性

《股权转让出资合同书》没有约定合同解除条件和期限，原告蔡长文起诉前也从未提出过解除合同的要求，并无任何证据证明涉诉合同已于2017年6月1日解除。

另，正如一审判决认定，股权转让行为作为一类商事行为，更注重对效率的追求以及外观形式主义的优先性。在对解除权的认定上，应综合考察当事人之间的权利义务关系，以及对更多不特定的利益相关者的影响。涉诉股权转让已征得百德医疗当时全体股东同意并办理了变更登记，对外产生公示效力。同时，涉诉股权转让是一连续股权转让商事行为的重要前序环节，自股权转让后，百德医疗的股权结构、注册资本已发生重大变化。被告吴海梅现已不是百德医疗的股东，涉诉股权客观上已经无法直接返还，且百德医疗现股东均明确表示不同意原告的诉讼请求，解除原被告签订的股权转让合同并恢复股权原状显然不利于公司的稳定和保护既成的交易关系。从保护公司的正常运营及维护健康的市场秩序的角度出发，《股东转让出资合同书》不宜解除并恢复原状。原告蔡长文的诉讼请求，在客观上不具有可执行性，难以得到法院支持。

### （四）被告吴海梅的主观方面

本案争议焦点是涉诉合同及其他协议的效力、性质、适用和履行问题，属于普通股权纠纷中的合理争议，各方观点存在差异也实属正常。仅就本案被告吴海梅的主观方面而言，涉诉每份协议均是双方在平等协商的基础上签订，被告吴海梅不存在欺诈、胁迫、刻意隐瞒、



虚假陈述等不当行为。另，被告吴海梅在诉讼过程中积极应诉，完整提供了关于涉诉股权交易中签订的各份协议、资金往来凭证，如实陈述双方真实交易过程。对于法院在审理过程中提出的各项问题，吴海梅也均作出了说明和解释修正，并附有相关记录、凭证佐证。因此，无论本案最终结果如何认定，被告吴海梅并不存在明显的主观过错或其他严重有违诚信原则的行为。

#### （五）二审可能出现的结果

1、二审中，蔡长文暂时没有调整主要诉讼请求和上诉理由，暂不足以推翻一审的认定事实和主要判决理由，二审维持原判的可能性较大。

2、若二审法院对涉诉合同性质和履行现状另有认定，或对上述债务免除不予认定，可能在二审判决中变更事实认定部分，但因蔡长文经释明仍不变更诉讼请求，二审同样可能驳回上诉、维持原判。在此情况下，蔡长文可根据二审认定事实调整诉讼请求，另案起诉，要求吴海梅支付股权转让款或赔偿。

3、若二审法院认为一审判决认定事实不清，可能会以此为由发回重审。案件重新进入一审程序，原告蔡长文可变更诉讼请求，要求吴海梅继续支付股权转让款或赔偿。

上述 2、3 项是基于法院对《股东转让出资合同书》的履行情况有不同于认定，故如果出现此两项情况，吴海梅应当支付股权转让款或折价赔偿。支付股权转让款的金额为 191.1195 万元及利息，折价赔偿金额应与 2017 年 4 月 18 日百德苏州 16% 的股权价值相当，由于



现无法评估当时的股权价值，故应当参照《股东转让出资合同书》的约定，即 191.1195 万元。

鉴于涉诉股权已合法转让至其他方并办理工商登记，百德医疗的股权结构、注册资金发生重大变化，实际已无法直接返还至原告蔡长文。无论出现上述何种判决，法院都不会判决要求吴海梅直接返还股权，不会对百德医疗现有股权结构、财务情况及后续经营产生实质性的影响。

### 三、后续诉讼程序说明

现本案已进入二审程序，由广州市中级人民法院审理，法院预计将于二审开庭审理后 1-3 个月内作出判决。若二审法院维持原判或直接改判，则二审属于终审，判决生效。不服二审生效判决的，任一方可在判决生效之日起 6 个月内申请再审，再审程序不影响生效判决的效力。判断是否应当再审，主要根据《中华人民共和国民事诉讼法》第二百条的规定，条件较为严苛。如本案一、二审过程中及判决生效后没有发生明显应当再审的情形（暂未发现相关情形），则法院受理再审的可能性极低，最终依相关部门审查结果而定。

若二审法院认为确有相关法定情形的，可能将本案发回一审法院重新审理，则届时案件将重新进入一审程序，任一方对案件判决不服的，可再次上诉，案件审理时限较长。但就本案一审具体情况而言，暂未见明显的应发回重审的法定情形，本案大概率将在二审中作出终审判决。



#### 四、结论意见

综合上述分析，经办律师认为：被告吴海梅合法取得涉诉股权，且已依约履行合同义务，原告无权要求返还股权；涉诉合同仅作为办理工商登记手续的程序文件，双方实际按2017年4月20日签订的《协议书》履行，涉诉合同不应解除。因此，二审撤销、改判的可能性低，不会影响百德医疗的股权结构、财务情况及后续生产经营。

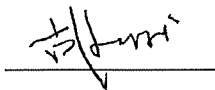
#### 五、声明和保留

本意见书系本所经办律师在贵司提供的案件材料基础上出具，贵司应保证所提供材料的真实性、完整性和合法性。本意见书内容仅代表本所关于本案的事实梳理和法律分析，不代表对案件结果的任何形式的预测和承诺。意见书内容仅供贵司决策参考，案件最终结果以有关部门作出的生效裁判文书内容为准。

以上。

广东广信君达律师事务所

经办律师： 胡令涛 律师



二〇二一年五月十八日

**SCHEDULE 7 - B**  
**FORM OF THE CAYMAN LEGAL OPINION**



# CONYERS

## CONYERS DILL & PEARMAN

29<sup>th</sup> Floor  
One Exchange Square  
8 Connaught Place  
Central  
Hong Kong  
T +852 2524 7106 | F +852 2845 9268

Final Form - 23 June, 2021

Updated on 24 June, 2021

[●] June 2021

Matter No.: 833812/107226008  
852 2842 9588  
Lillian.Woo@conyers.com

The investors named in the attached Schedule  
(together, the “Investors”)

and

### King & Wood Mallesons

13/F, Gloucester Tower  
The Landmark  
15 Queen's Road Central  
Hong Kong  
(as legal adviser to BOCI Investment Limited)

Dear Sir/ Madam,

**Re: Better Medical Investment Holdings Limited 百德医疗投资控股有限公司 (the “Company”)**

We have acted as special Cayman Islands legal counsel to the Company in connection with the issue by the Company of 1,269,500 preference shares of par value HK\$0.01 each of the Company (the “Preference Shares”) to the Investors.

## 1. DOCUMENTS REVIEWED

For the purposes of giving this opinion, we have examined the following documents:

- 1.1. a copy of a pre-IPO subscription agreement dated [●] 2021 made among, (1) the Company, (2) Tycoon Choice Global Limited (the “BVI Company”), (3) Baide Medical Investment Company Limited (百德医疗投资有限公司) (the “HK Company”), (4) Wu Haimei (吴海梅) (the “Founder”), (5) Auto King International Limited (the “Founder Holdco”), (6) the entities incorporated in the People's Republic of China set out in Schedule 1-B thereto (the “PRC Companies”) and the Investors (the “Subscription Agreement”);

Partners: Piers J. Alexander, Christopher W. H. Bickley, Peter H. Y. Ch'ng, Bernadette Chen, Anna W. T. Chong, Angie Y. Y. Chu, Vivien C. S. Fung, Richard J. Hall, Norman Hau, Wynne Lau, Paul M. L. Lim, Michael J. Makridakis, Teresa F. Tsai, Flora K. Y. Wong, Lillian S. C. Woo

Consultant: David M. Lamb

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1.2. a copy of a shareholders agreement dated [●] 2021 made among (1) the Investors, (2) the persons named in Schedule 5 thereto as holders of Ordinary Shares (defined below), and (3) other parties named therein; and

a copy of a director indemnification agreement dated [●] 2021 made between the Company and [name of BOCI Director].

1.3. The documents listed in items 1.1 to 1.3 above are herein collectively referred to as the "**Documents**" (which term does not include any other instrument or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto other than Schedules 1-A (Particulars of the Company), 1-B (List of the PRC Companies), 2 (List of the Investors), 3 (List of Key Employees of the Group Companies) and 10 (Notice)).

We have also reviewed:

1.4. a copy of the Amended and Restated Memorandum and Articles of Association of the Company (the "**Restated M&A**") adopted by the Resolutions (defined below);

copies of written resolutions of the directors of the Company dated [●] 2021 and written resolutions of the shareholders of the Company dated [●] 2021 (collectively, the "**Resolutions**");

1.5. a copy of a Certificate of Good Standing issued by the Registrar of Companies of the Cayman Islands in relation to the Company on [●] 2021 (the "**Certificate Date**"); and

1.6. such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

1.7.

## 2. **ASSUMPTIONS**

We have assumed:

2.1. the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken;

2.2. that where a document has been examined by us in draft form, it will be or has been executed in the form of that draft, and where a number of drafts of a document have been examined by us all changes thereto have been marked or otherwise drawn to our attention;

2.3. the capacity, power and authority of each of the parties to the Documents, other than the Company, to enter into and perform its respective obligations under the Documents;

2.4. the due execution and delivery of the Documents by each of the parties thereto, other than the Company, the physical delivery thereof by the Company with an intention to be bound thereby and that the Documents remain in full force and effect and have not been rescinded or amended;

2.5. the accuracy and completeness of all factual representations made in the Documents and other documents reviewed by us;

- that the Resolutions were passed at one or more duly convened, constituted and quorate meetings or by unanimous written resolutions, remain in full force and effect and have not been rescinded or amended;
- 2.6. the Restated M&A have not been amended, supplemented or replaced;
- 2.7. that there is no provision of the law of any jurisdiction, other than the Cayman Islands, which would have any implication in relation to the opinions expressed herein;
- 2.8. the validity and binding effect under the laws of Hong Kong Special Administrative Region of the People's Republic of China (the "**Foreign Laws**") of the Documents which are expressed to be governed by such Foreign Laws in accordance with their respective terms;
- 2.9. the validity and binding effect under the Foreign Laws of the submission by the Company pursuant to the Documents to arbitration at China International Economic and Trade Arbitration Commission Hong Kong Arbitration Center ("**CIETAC**") in accordance with the CIETAC Arbitration Rules;
- 2.10. that on the date of entering into the Documents the Company is and after entering into the Documents will be able to pay its liabilities as they become due;
- 2.11. no restrictions notice (the "**Restrictions Notice**") under the Companies Act (the "**Act**") has been issued or will be issued with respect to or that may affect, directly or indirectly, any of the shares, interests, rights or obligations of the Company that are the subject of the transactions referred to in the Documents (the "**Relevant Interests**");
- 2.12. that neither the Company nor any of its shareholders is a sovereign entity of any state and none of them is a subsidiary, direct or indirect, of any sovereign entity or state;
- 2.13. that the Company will have sufficient authorised but unissued ordinary shares par value HK\$0.01 per share (the "**Ordinary Shares**") to cover the issuance and allotment of the Ordinary Shares upon conversion of the Preference Shares (the "**Conversion Shares**") in accordance with the Restated M&A; and
- 2.14. the exercise price of the Conversion Shares will not fall below the par value or nominal value of the Ordinary Shares.
- 2.15.

### 3. QUALIFICATIONS

- 3.1. The term "enforceable" as used in this opinion means that an obligation is of a type which the courts of the Cayman Islands enforce. It does not mean that those obligations will be enforced in all circumstances in accordance with the terms of the Documents. In particular, the obligations of the Company under the Documents:
- (a) will be subject to the laws from time to time in effect relating to bankruptcy, insolvency, liquidation, possessory liens, rights of set off, reorganisation, amalgamation, merger, consolidation, moratorium, bribery, corruption, money laundering, terrorist financing, proliferation financing or any other laws or legal procedures, whether of a similar nature

or otherwise, generally affecting the rights of creditors as well as applicable international sanctions;

will be subject to statutory limitation of the time within which proceedings may be brought;

(b) will be subject to general principles of equity and, as such, specific performance and injunctive relief, being equitable remedies, may not be available;

(c) may not be given effect to by a Cayman Islands court, whether or not it was applying the Foreign Laws, if and to the extent they constitute the payment of an amount which is in the nature of a penalty;

(d) in the case of the Subscription Agreement, may be subject to the common law rules that damages against the Company are only available where the Investors rescinds the Subscription Agreement; and

(e) may not be given effect by a Cayman Islands court to the extent that they are to be performed in a jurisdiction outside the Cayman Islands and such performance would be illegal under the laws of that jurisdiction. Notwithstanding any contractual submission to the exclusive or non-exclusive jurisdiction of specific courts, a Cayman Islands court has inherent discretion to stay or allow proceedings in the Cayman Islands against the Company under the Documents if there are other proceedings in respect of the Documents simultaneously underway against the Company in another jurisdiction.

3.2. Enforcement of the Documents to the extent they relate to the Relevant Interests may be affected or prohibited if a Restrictions Notice is issued in respect of such Relevant Interests in accordance with the Act.

3.3. We express no opinion as to the enforceability of any provision of the Documents which provides for the payment of a specified rate of interest on the amount of a judgment after the date of judgment or which purports to fetter the statutory powers of the Company.

3.4. We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than the Cayman Islands. This opinion is to be governed by and construed in accordance with the laws of the Cayman Islands and is limited to and is given on the basis of the current law and practice in the Cayman Islands. This opinion is issued solely for your benefit and use in connection with the matter described herein and is not to be relied upon by any other person, firm or entity or in respect of any other matter.

#### 4. OPINION

On the basis of and subject to the foregoing, we are of the opinion that:

4.1. The Company is duly incorporated and validly existing under the laws of the Cayman Islands and, based on the Certificate of Good Standing, is in good standing as at the Certificate Date. Pursuant to the Act, a company is deemed to be in good standing if all fees and penalties under the Act have been paid and the Registrar of Companies of the Cayman Islands has no knowledge that

the company is in default under the Act. The Company possesses the necessary capacity to own its properties and assets and to carry on its business in accordance with the Restated M&A, and has the legal capacity to sue and be sued in its own name under the laws of the Cayman Islands.

- 4.2. The Company has the necessary corporate power, capacity and authority to enter into, execute and deliver the Documents and perform its obligations under the Documents. The execution and delivery of the Documents by the Company and the performance by the Company of its obligations thereunder will not violate, conflict with or result in a breach of any of the provisions of the Memorandum or Articles of Association of the Company nor any applicable law, regulation, public rule, order or decree in the Cayman Islands.

- 4.3. The Company has taken all corporate action required to authorise and approve its execution, delivery and performance of the Documents. The Documents have been duly executed and delivered by and on behalf of the Company, and constitute the valid and legally binding obligations of the Company enforceable in accordance with the respective terms thereof.

- 4.4. No order, consent, approval, licence, authorisation, permission or validation of or exemption by any governmental, regulatory or judicial authority or public body or other authority or agency in the Cayman Islands or any sub-division thereof and no notice to or other filing with or action by any Cayman Islands governmental, regulatory or judicial authority is required to authorise or is required in connection with (i) the execution, delivery, performance and enforcement of the Documents, (ii) the exercise of any of the Company's rights under the Documents, (iii) performance of any obligations under the Documents by the Company, (iv) the payment of any amount under the Documents, and (v) the issuance of the Preference Shares and the Conversion Shares other than filings in relation to any change of the authorised share capital of the Company, the adoption of the Restated M&A and appointment of new director(s) in accordance with the Subscription Agreement.

- 4.5. It is not necessary or desirable to ensure the legality, validity, enforceability or admissibility in evidence in the Cayman Islands of the Documents that they be registered in any register kept by, or filed, recorded or enrolled with, any governmental authority or regulatory body or judicial authority in the Cayman Islands (other than court filings in the normal course of proceedings). However, to the extent that any of the Documents creates a charge over assets of the Company, the Company and its directors are under an obligation to enter such charge in the Register of Mortgages and Charges of the Company in accordance with section 54 of the Act. While there is no exhaustive definition of a charge under Cayman Islands law, a charge normally has the following characteristics:

- (a) it is a proprietary interest granted by way of security which entitles the chargee to resort to the charged property only for the purposes of satisfying some liability due to the chargee (whether from the chargor or a third party); and
- (b) the chargor retains an equity of redemption to have the property restored to the chargor when the liability has been discharged.

However, as the Documents are governed by the Foreign Laws, the question of whether they would possess these particular characteristics would be determined under the Foreign Laws.

- 4.6. There is no stamp, registration or similar tax or duty or charge now imposed, or which under the present laws of the Cayman Islands in the future become imposed, or to be paid on or in relation to any of the Documents provided that they are executed and remain outside the Cayman Islands. If it becomes necessary to bring the Documents into the Cayman Islands for enforcement or otherwise, nominal stamp duty will be payable on all the Documents. In the case of any Document creating security over movable property situated in the Cayman Islands granted by an exempted company, an ordinary non-resident company or a foreign company, or over shares in an exempted company or an ordinary non-resident company, stamp duty will be payable on an *ad valorem* basis to a maximum of CI\$500.00 (US\$600.00). Apart from the payment of stamp duty, there are no acts, conditions or things required by the laws and regulations of the Cayman Islands to be done, fulfilled or performed in order to make any of the Documents admissible in evidence in the Cayman Islands.

- 4.7. There is no income or other tax of the Cayman Islands imposed by withholding or otherwise on any payment to be made to or by the Company pursuant to the Documents.

- 4.8. Any monetary judgment in a court of the Cayman Islands in respect of a claim brought in connection with the Documents is likely to be expressed in the currency in which such claim is made as such courts have discretion to grant a monetary judgment expressed otherwise than in the currency of the Cayman Islands.

- 4.9. There is no applicable usury or interest limitation law in the Cayman Islands which would restrict the recovery of payments or performance by the Company of its obligations under the Documents.

- 4.10. The choice of the Foreign Laws as the governing law of the Documents is a valid choice of law and would be recognised and given effect to in any action brought before a court of competent jurisdiction in the Cayman Islands, except for those laws (a) which such court considers to be procedural in nature, (b) which are revenue or penal laws or (c) the application of which would be inconsistent with public policy, as such term is interpreted under the laws of the Cayman Islands. The submission in the relevant Documents to arbitration at CIETAC in accordance with the CIETAC Arbitration Rules is legal, valid and binding upon the Company.

- 4.11. Subject to the exceptions outlined below, under the Arbitration Act, foreign arbitration awards are recognised as binding and, upon application to the Cayman Islands court, will be enforced.
- (a)
- (b) Further, subject to the exceptions outlined below, foreign arbitration awards may be enforced under the Foreign Arbitral Awards Enforcement Act, which applies where the arbitration award to be enforced was made in pursuance of an arbitration agreement in a state which is a party to the New York Convention on the Recognition and Enforcement

of Foreign Arbitral Awards adopted by the 1958 United Nations Conference on International Commercial Arbitration (the "**Convention**").

In general, the courts of the Cayman Islands will recognise and enforce a foreign arbitration award made under the Convention or a foreign arbitration award under the Arbitration Act (each an "**Award**") unless it is proved by the party against whom the Award was made that:

(c)

a party to the arbitration agreement was (under the law applicable to him) under some incapacity; or

(i)

the arbitration agreement was not valid under the law to which the parties subjected it or, failing any indication thereon, under the law of the country where

(ii)

the Award was made; or

he was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case; or

(iii)

the Award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration or contains decisions on matters beyond the

(iv)

scope of the submission to arbitration (save that in such case an award on matters submitted to arbitration may be enforceable to the extent these matters can be separated from those not submitted); or

the composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, with the law of the country where the arbitration took place; or

(v)

the Award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, it was made.

(vi)

Enforcement of an Award may also be refused by the courts of the Cayman Islands where the Award is in respect of a matter which is not capable of settlement by arbitration or where it would be contrary to the public policy of the Cayman Islands to enforce such an Award.

(d)

A foreign arbitration Award may also be enforced in the Cayman Islands pursuant to common law principles by action on the award.

(e)

4.12.

The courts of the Cayman Islands would recognise as a valid judgment, a final and conclusive judgment *in personam* obtained in the court of the Hong Kong Special Administrative Region of the People's Republic of China against the Company based upon the Documents expressed to be governed by the Foreign Laws under which a sum of money is payable (other than a sum of money payable in respect of multiple damages, taxes or other charges of a like nature or in respect of a fine or other penalty) or, in certain circumstances, an *in personam* judgment for non-monetary relief, and would give a judgment based thereon provided that (a) such courts had

proper jurisdiction over the parties subject to such judgment; (b) such courts did not contravene the rules of natural justice of the Cayman Islands; (c) such judgment was not obtained by fraud; (d) the enforcement of the judgment would not be contrary to the public policy of the Cayman Islands; (e) no new admissible evidence relevant to the action is submitted prior to the rendering of the judgment by the courts of the Cayman Islands; and (f) there is due compliance with the correct procedures under the laws of the Cayman Islands.

- 4.13. Based solely upon a search of the electronic Register of Writs and other Originating Process of the Grand Court of the Cayman Islands conducted at 10.00 a.m. on [●] 2021 (which would not reveal details of (i) proceedings before 1995 or (ii) proceedings which have been filed but not actually entered in the Register of Writs and other Originating Process of the Grand Court of the Cayman Islands at the time of our search or (iii) counterclaims, third party notices or amendments to pleadings), there are no actions, writ, originating summons, originating motion or petition pending against the Company nor any petitions to wind up the Company pending in the Grand Court of the Cayman Islands to which the Company is subject.

- 4.14. Based solely upon a review of the Restated M&A, the share capital of the Company is HK\$392,695 divided into (i) 38,000,000 Ordinary Shares, and (ii) 1,269,500 Preference Shares. The Ordinary Shares and the Preference Shares have the rights, privileges and restrictions set forth in the Restated M&A.

- 4.15. The allotment and issuance of the Preference Shares and the Conversion Shares have been duly authorised by the Company and will not violate, conflict with or result in a breach of any of the provisions of the Memorandum of Association or Articles of Association of the Company nor any applicable law, regulation, public rule, order or decree in the Cayman Islands.

- 4.16. The Preference Shares, when issued and allotted in accordance with the terms of the Documents, the Resolutions and the Restated M&A, and when entered on the register of members of the Company against the names of the holders thereof as such, and the Conversion Shares, when issued upon conversion of the Preference Shares and paid for in accordance with the Restated M&A, will be validly issued and allotted as fully paid and non-assessable (which term when used herein means that no further sums are required to be paid by the holders thereof in connection with the issue thereof) under Cayman Islands law and in accordance with the Resolutions and the Restated M&A.

- 4.17. Upon entry of the Investors on the register of members of the Company, the Investors will be the registered legal owners of such number of Preference Shares as noted against their respective names on such register of members. The register of members of the Company is prima facie evidence of any matters which the Act directs or authorises to be inserted therein. An entry in the register of members may yield to a Court order for rectification (for example, in the event of fraud or manifest error).

- 4.18. The Investors and the other parties to the Documents (other than the Company) will not be deemed to be resident, domiciled or carrying on business or any commercial activity in the Cayman Islands or subject to any tax in the Cayman Islands by reason only of their execution, performance and/or enforcement of the Documents.



4.19. Each of the Investors has standing to bring an action or proceedings before the appropriate courts in the Cayman Islands for the enforcement of the Documents. It is not necessary or advisable in order for the Investors to execute the Documents or preform or enforce their respective rights under the Documents, including the exercise of remedies thereunder, that they be authorised, licensed, qualified or otherwise entitled to carry on business in the Cayman Islands.

4.20. The Company is not entitled to any immunity under the laws of the Cayman Islands, whether characterised as sovereign immunity or otherwise, from any legal proceedings or enforcement of a judgment in respect of proceedings against it in relation to the Documents or to enforce the Documents in respect of itself or its property and the execution of the Documents and performance of its obligations under the Documents by the Company constitute private and commercial acts.

4.21. The Restated M&A are in compliance with the content requirement of the Act and do not conflict with any other applicable law, regulation, public rule, order or decree currently in force in the Cayman Islands but the use of the powers under the Restated M&A will be subject to the Act and/or other applicable law, regulation, public rule, order or decree then in force in the Cayman Islands. Under the Act, the Restated M&A bind the Company and its members to the same extent as if each member has subscribed his/her/its name and affixed his/her/its seal thereto and there were in the Restated M&A on the part of each member a covenant to observe all the conditions of the Restated M&A, subject to the provisions of the Act. The Restated M&A have been duly adopted and authorised by the Resolutions and are in full force and effect.

4.22. There are no exchange control restrictions in the Cayman Islands. The Company is free to acquire, hold and sell foreign currency and securities without restriction.

4.23. The obligations of the Company under the Documents will rank at least *pari passu* in priority of payment with all other unsecured unsubordinated indebtedness of the Company, other than indebtedness which is preferred by virtue of any provision of the laws of the Cayman Islands of general application.

Yours faithfully,

**Conyers Dill & Pearman**

## SCHEDULE

### INVESTORS

**BOCI Investment Limited**

26/F, Bank of China Tower  
1 Garden Road  
Central  
Hong Kong

**Courage Elite Limited**

P.O. Box 35087, King's Road Post Office  
North Point  
Hong Kong

**China Venture Capital (Hong Kong) Co., Limited**

Room 1, 15/F Fortis Tower  
77-79 Gloucester Road  
Wan Chai  
Hong Kong

**IPE GROUP LIMITED**

Unit 5-6, 23/F Enterprise Square Three  
39 Wang Chiu Road  
Kowloon Bay  
Kowloon  
Hong Kong

and

**Weitian Limited**

Room 2106, 21/F China Merchants Tower  
Shun Tak Centre  
168-200 Connaught Road Central  
Sheung Wan  
Hong Kong

**SCHEDULE 8**  
**FORM OF THE CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**

## 保密及竞业限制协议

**甲 方：百德（苏州）医疗有限公司**

法定代表人：吴海梅

住所：苏州市太仓港经济技术开发区银港路 52 号太仓生物港 7 号楼 5 层

联系电话：13560026976

**乙 方：吴海梅**

身份证号码：350321198107131567

联系地址：广州西关海御花园 12 栋 0902 房

电话：13560026976

1. **鉴于：**乙方在工作过程中已知悉或可能知悉甲方以及甲方的关联公司的商业秘密（定义见下文）。为本协议之目的，“关联公司”，指任何（不论直接或间接）控制或者被一方控制或与该方在同一控制下的自然人或法人；“控制”指对任一主体可于其股东大会、董事会或其他决策机构中行使或控制行使 50%或以上的投票权或任何对自然人或者法人的经营或者财务政策上产生重要影响的权力。

2. 甲乙双方确认：甲方已对自身的商业秘密采取了相匹配的保密措施。乙方确认在工作期间，在履行职务的过程中有机会且接触和了解甲方的商业秘密。

3. 乙方理解并确认：对甲方商业秘密的任何公开、泄露，将会严重损害甲方的经济利益或使甲方处于非常不利的竞争地位，乙方应承担保密义务。

4. 本协议由双方签订于【广州】市。

为保护甲方合法权益不受侵犯,甲乙双方本着平等自愿和诚信的原则, 根据中华人民共和国(为本协议之目的, 仅指中国内地地区, 不包括香港特别行政区、澳门特别行政区及台湾地区, 下称“中国”) 和公司所在地有关法律、法规, 在自愿、平等、协商一致的基础上订立本协议并承诺共同遵守:

## 第一部分 保密协议

### 一、商业秘密的内容

1. 本协议的商业秘密是指不为甲方以及甲方的关联公司以外的公众所知悉、能为甲方带来经济利益,具有实用性并经甲方采取保密措施的技术信息和经营信息(下称“商业秘密”)。包括但不限于:

(1) 技术信息,包括但不限于工作进度、技术方案、诀窍、方法、源代码、产品组成、工艺流程、生产结构、用料规格、技术指标、数据库、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、样品、公式、构成、工序、发现、机器、模型、装置、规格、发明、实用新型、外观设计及著作权与商标相关的知识产权、计算机程序、研究项目或类似项目、技术文档、相关的函电以及由该等信息所衍生出来的信息;

(2) 经营信息,包括但不限于有关成本、利润、采购、市场、销售、客户名单、行销计划、采购资料、定价政策、财务资料、进货渠道、法律事务信息、人力资源信息、研究与开发或未来的营销或推销计划及有关未来开发的信息(例如研究与开发或未来的营销或推销计划)以及由该等信息所衍生出来的信息;及

(3) 与甲方相关的被甲方明确标示或告知为保密的信息。

2. 经甲方和第三方协议约定的保密信息视同甲方的商业秘密,适用本协议。

### 二、保密规章和制度

1. 乙方确认其在任职期间有遵守甲方的保密要求、规章、制度,履行与其工作岗位相应的保密职责。遇到甲方保密规章、制度中未规定或者规定不明确的方面时,乙方亦应本着谨慎、负责的态度,采取必要、合理的措施,保守其于任职期间知悉或者持有的任何属于甲方和/或虽属于第三方但甲方承诺有保密义务的商业秘密。

2. 禁止任何人窃取甲方商业秘密。乙方无论在职抑或离职期间均对其发现的窃取甲方商业秘密的行为负有揭发、举报义务。

3. 乙方承诺仅将商业秘密用于完成其甲方分配的工作任务,并在甲方要求时立即将商业秘密及所有原件和/或复制品交还甲方。除履行职务需要之外(包括离职之后),乙方从未以及不得未经甲方书面授权或者许可,以摘抄、复制、传真、拍照、电子邮件等方式占有、传播、出售、使用或允许他人(包括不该知悉

该项秘密的甲方的其他职员)使用甲方的商业秘密和/或属于第三方但甲方承诺有保密义务的商业秘密,也不得在履行职务之外(包括离职之后)的任何时候使用本协议项下的商业秘密,包括但不限于将商业秘密全部或部分进行仿造、反向工程、反汇编、逆向推导等。

4. 甲乙双方确认,对甲方的商业秘密进行保密,是乙方的法定义务和具备职业操守的体现。甲方已向乙方支付保密费用,该保密费用已经包括于甲方支付给乙方的工资之中。乙方离职后需承担保密义务,甲方无须在乙方离职后另外支付保密费用。

5. 乙方确认其在职期间以电子数据形式记存甲方商业秘密的软件、文档的使用范围只限于甲方同意使用的计算机系统。

6. 乙方在本条款项下的义务在本协议届满或终止后以及甲方与乙方的雇用关系终止后继续有效。

### **三、商业秘密的载体**

1. 乙方因职务上的需要所持有或保管的一切记录有甲方商业秘密的文件、资料、图表、笔记、报告、信件、传真、磁带、磁盘、仪器以及其他任何形式的载体均归甲方所有,无论这些商业秘密有无商业上的价值。未经甲方事先书面同意,乙方不得将上述材料泄露、传播、公布、发布、出版、传授、转让、带离甲方办公区域或擅自以任何形式复制。乙方确认其在职期间并未将上述材料泄露、传播、公布、发布、出版、传授、转让、带离甲方办公区域或擅自以任何形式复制。

2. 乙方与甲方的劳动关系终止(包括解除)的,或者甲方提出要求的,应当办理商业秘密的交接手续,立即返还所有以各种形式保存的属于甲方所有的全部财物和载有甲方商业秘密的一切载体,任何时候不得将这些载体及其复制件擅自保留或交给其他任何单位或个人。未办理或者未办理完全商业秘密交接手续的,甲方有权拒绝为乙方办理离职手续。乙方确认截至本协议签署之日,其并未制作或保留该等信息和资料的任何复制品。

### **四、保密期限**

1. 甲乙双方确认,乙方的保密义务自乙方接收甲方商业秘密或双方签署本

协议之日（两者较早发生之日）开始，到该商业秘密由甲方公开时止。

2. 无论乙方因何种原因离职，乙方离职之后（自离职之日起）仍应当保守在甲方任职期间接触、知悉的属于甲方和/或虽属于第三方但甲方承诺有保密义务的商业秘密，承担同在甲方任职期间一样的保密义务。

## 五、任职期间

本协议中所称的任职期间，是指甲乙双方签署的《劳动合同》中约定的劳动合同期限。本协议中所称的离职，是指任一方明确表示解除甲乙双方聘用关系并将此种意愿付诸事实的行为，包括辞职、辞退等正常离职和非正常离职。

## 六、违约责任

1. 乙方违反本协议任何约定的，应当承担违约责任，无论是对于其离职后发生的抑或是离职后才发现的在职期间发生的泄密或违约行为，乙方均应一次性向甲方支付违约金【十】万元人民币元，前述违约金不足以赔偿甲方的经济损失的，应当继续赔偿甲方损失。

2. 前款所述损失赔偿按照如下方式计算：

（1）损失赔偿额为甲方因乙方的违约行为所受到的经济损失（包括实际经济损失和可预期收益损失）。

（2）如果甲方的损失依照（1）款所述的计算方法难以计算的，损失赔偿额为乙方因违约行为所获得的全部利润；或者以不低于甲方给予其他第三方商业秘密许可使用费的合理数额作为损失赔偿额。

（3）甲方因调查乙方的违约行为而支付的合理费用（包括但不限于差旅费、律师费、诉讼费），应当包含在损失赔偿额之内。

3. 因乙方的违约行为侵犯了甲方的权利的，甲方可以选择根据本协议要求乙方承担违约责任，或者根据国家有关法律、法规通过司法的方式要求乙方承担侵权法律责任。

## 第二部分 竞业限制协议

### 一、竞业限制

1. 除非得到甲方董事会的事先书面同意，乙方不得在竞业限制期限内违反

下述竞业禁止义务。

2. 乙方确认并承诺其在被甲方聘用期间,并未直接或间接参与任何其它(竞争或其它)业务,并未在其他任何公司或者营利性组织中以任何形式兼职。

3. 竞业限制期限为乙方被甲方聘用期间以及甲乙双方解除或终止劳动合同(不论终止或解除的理由,亦不论终止或者解除是否有理由)之日起的 24 个月内。

#### 4. 竞业禁止义务

4.1 乙方在竞业限制期限内不得进行下列任何一种行为:

(1) 乙方不得以直接或间接的方式以股东、董事、雇员、合作伙伴、代理人、顾问或其他身份参与或投资以下单位:

- a. 与甲方或其关联公司有业务竞争关系的单位(包括但不限于在研究、生产、销售或维护与甲方或其关联公司业务相同的企业或事业单位);
- b. 与甲方或其关联公司有业务竞争关系的单位直接或间接的设立、参股、控股、实际控制的公司、企业、研发机构、咨询调查机构等经济组织;以及
- c. 其他与甲方或其关联公司有竞争业务或者作为甲方或其关联公司竞争对手(甲方的竞争对手,是指在本行业或领域中,拥有与甲方相同或相似资源(包括人力、资金、产品、环境、渠道、品牌、智力、相貌、体力等资源)的个体(或团体),并且该个体(或团体)的目标与甲方相同或相近似,产生的行为会给甲方带来一定的利益影响)的单位。

(2) 与甲方或其关联公司的客户发生商业接触。该种商业接触包括为其提供信息、提供服务、收取订单、直接或间接转移公司的业务的行为以及其他各种对甲方或其关联公司的业务产生或有可能产生不利影响的行为,不论是否获得利益。

(3) 就甲方或其关联公司届时开展的任何一类的业务而言,唆使、介入或试图诱使甲方或其关联公司的重要顾客、客户、供货商、代理、分销商、或职工(但不包括低职位的职工)、顾问的任何个人脱离甲方或其关联公司或者中断与甲方或其关联公司的业务关系。

(4) 直接或间接在与甲方或其关联公司有业务竞争关系单位中拥有股份或利益、接受服务或获取利益。



(5) 乙方以任何身份或与他人合作直接参与生产、经营与甲方或其关联公司有竞争关系的同类产品或业务。乙方特别承诺,不得与甲方及甲方关联公司的现有或曾经或将来的员工进行合作,从事与甲方有竞争关系的行业或生产与甲方或其关联公司有竞争性的产品,包括但不限于附件一所列各人。

(6) 直接或间接引诱、要求、劝说、雇用或鼓励任何甲方或其关联公司的其他员工离职,或试图引诱、要求、劝说、雇用、鼓励或带走公司的其他员工,不论何种理由或有无理由,不论是否为自身或任何其他个人或组织的利益。不得以其个人名义或以任何第三方名义怂恿或诱使任何甲方或其关联公司的员工在其他单位任职。

(7) 向与甲方或其关联公司有竞争关系的单位直接或间接提供任何形式的咨询服务、合作或劳务。

(8) 以任何身份和方式,实施、进行、参与或牵涉进任何涉及向在中国以及任何其它由甲方或其关联公司在相关时间内进行此类销售或供应的区域内的顾客销售或提供产品或服务的业务或活动,并与甲方或其关联公司正在或在停止聘用之 24 个月内曾经开展的业务相竞争。

(9) 以甲方的名义对外做任何形式的承诺或签订任何形式的合同。

(10) 不得使用或允许任何第三方使用由甲方或其关联公司使用的任何名称、标志或其它知识产权,或者可能与甲方或其关联公司之名称、标志、其它知识产权相混淆的名称或标志。

4.2 不论乙方因何种原因离开甲方,乙方均应在进入新用人单位就职前向甲方书面说明新任职的用人单位的名称、性质和主营业务。

## **二、义务的履行和解除**

1. 乙方在离开甲方时即承担竞业限制义务,但甲方可在乙方离职前或离职后通过书面通知的形式解除乙方的竞业限制义务;本协议所约定的竞业限制义务自上述通知指定之日起解除,同时甲方将不再支付竞业限制补偿金。此种解除不能理解为解除保密义务。

2. 在乙方完全履行竞业限制义务的情况下,甲方未按本协议约定支付竞业限制补偿金、且经乙方书面要求仍未支付的,乙方可以解除竞业限制协议。双方如因竞业限制补偿金发生争议的,在争议解决期间,乙方不得主张免除竞业限制义务。

### 三、竞业限制经济补偿

1. 负有竞业限制义务的乙方，不论在任何情况下与甲方终止或者解除劳动关系，在竞业限制期间内，乙方应严格遵守本协议有关竞业限制的规定，甲方则向乙方支付竞业限制补偿金。

2. 竞业限制的补偿费，为乙方在劳动合同解除或者终止前十二个月平均工资的 20%，但若补偿金的数额低于届时适用的法律、法规所允许的最低数额，则补偿金的数额应作相应调整。甲方按月支付，并代扣代缴个人所得税。乙方指定收款账户信息：

户名：吴海梅

开户行：中国民生银行广州东山支行

帐号：6226 1803 0039 3423

3. 乙方应当在每季第一个月以亲自送达或挂号邮寄的方式向甲方提供履行竞业限制义务的证明，该证明包括但不限于其所就职单位的证明（在该单位缴纳社保的证明等）以及乙方作出的保证履行竞业限制义务的书面承诺。

4. 乙方应在离职前向甲方书面提供其本人的银行账户用于甲方支付竞业限制补偿金，乙方未提供账户、提供账户错误、账户注销等各种原因导致甲方无法支付该等竞业限制补偿金的，因此造成的损失由乙方自行承担，且在此期间不免除乙方的竞业限制义务。

5. 乙方拒绝接受、自行放弃、不领取竞业限制补偿金，或因乙方原因导致甲方无法正常发放竞业限制补偿金的，因此造成的损失由乙方自行承担，且不免除乙方的竞业限制义务。

6. 若甲方迟延支付不竞争补偿金超过陆个月，乙方可在向甲方发出书面通知，若甲方书面回复无正当理由不履行支付补偿金义务，则乙方可终止履行上述竞业限制的义务。

7. 如果甲方于停聘日前一个月或竞业限制期间内每月付款日前一个月（视情况而定）向乙方提出取消竞业限制补偿金的支付，则视为乙方被免于承担竞业限制义务。乙方无权要求甲方支付其免于承担不竞争义务期间的不竞争补偿金或任何其它补偿金。

#### 四、违约责任

1. 如乙方违反竞业限制义务的，甲方将停止支付竞业限制补偿金，并有权要求乙方纠正违约行为，乙方因此所取得的利益归甲方所有，且乙方应向甲方返还甲方已支付给乙方的补偿金。

2. 乙方如违反本协议，应当一次性向甲方支付违约金，违约金为上述约定的竞业限制补偿金总额的五倍。如违约金不足弥补甲方实际损失的，甲方还有权要求乙方按照实际损失向甲方承担赔偿责任。损失的数额可由甲方委托的有资质的评估机构评定。损害赔偿的支付，不影响甲方因乙方违约而享有的其它救济权利。

3. 乙方依照本协议约定承担赔偿责任和其他民事责任后，甲方仍保留提请司法途径追究乙方刑事及行政责任的权利。

#### 五、定义

1. 公司的业务包括：参考营业执照上经营范围的内容。

2. 工作、任职：指乙方与任一单位建立劳动关系或劳务关系，或者为该单位提供商品、服务，不论是直接或间接、有偿或无偿、兼职或专职。

3. 获取利益：指乙方从任一单位获得报酬、分红、报销等形式的经济利益，或者获得服务、实物。

4. 客户：指终止或解除劳动关系之日起前与甲方有过业务往来的客户，同时也包括甲方在乙方离职时甲方正在评估、谈判、接触或准备发展的客户。

5. 实际损失包括但不限于以下：

(1) 甲方由于乙方违反竞业限制的行为所遭受的直接和间接的损失；

(2) 甲方为了因调查、处理、纠正乙方违反竞业限制的行为所付出的经济代价，包括但不限于律师费、诉讼费、评估费、调查取证费等。

### 第三部分 共同条款

#### 一、特别约定

1. 乙方向甲方声明并保证，乙方没有与其他人达成过可能妨碍乙方全面遵守本协议的条款和条件的任何协议。

2. 乙方向甲方声明并保证，乙方受雇于甲方并不会导致不履行其对任何其

它人的义务或披露任何其它人的任何秘密。

3. 如果根据适用法律、法规的规定，本协议需要办理批准、登记等手续方可生效或为履行乙方在本协议项下的义务需要办理批准或其它手续，则乙方承诺协助甲方办理有关手续并签署所有必要的文件。

4. 乙方承诺，离职后，其将告知新雇主其在劳动合同和/或本协议项下须继续履行的义务，并有义务协助甲方向其新雇主发出该等通知。

## 二、成果归属

1. 乙方在与甲方终止或解除劳动关系前及其离职后，由乙方本人或乙方与第三方合作研制，开发，撰写的（1）与甲方、其关联公司及子公司业务有关的，或（2）部分或全部通过为甲方工作的时间或使用甲方设备、物资、设施或商业秘密完成的，或（3）履行甲方交付的本职工作之外的任务所做出的，或（4）由于甲方、其关联公司及子公司分配给乙方任务，或乙方在履行工作或其职责范围内产生的，设想、设计、标记、发现、发明、作品等成果（“职务成果”）应为专属于甲方的财产。

2. 在任何时候，就任何职务成果，只要甲方认为有必要的，乙方应配合以甲方或甲方指定人为权利人将相关职务成果申请注册或采取其他类似的保护此类职务成果上的知识产权的措施，并且签署所有文件及完成甲方或甲方指定人成为该职务成果上的专利权、商标权、著作权、版权、设计权或其他知识产权之权利人所必须的一切行动和程序。

3. 对乙方做出的与甲方经营范围有关的非职务的成果，甲方有优先受让权，在同等条件下，乙方应将商业秘密、非职务发明、专用技术等成果许可或转让给甲方使用，甲方应向乙方支付合理报酬。

4. 乙方对其在甲方任职期间编制或得到的与甲方业务或事业有关的一切设备、文件及资料（包括但不限于电脑、软件、程序、数据、模型、测试记录、工作手册、书信往来、传真、电话记录、客户名单、笔记、备忘录、计划）等，在任何时候均归甲方所有，甲方有随时查阅的权利。双方在劳动关系存续时或终止后，如甲方要求，乙方应及时予以归还，或者根据甲方需要销毁上述文件、资料，不得进行任何复制。

### 三、争议解决方式

1. 本协议的签署、有效性、解释、履行、执行及争议解决，均适用中国法律并受其管辖。
2. 甲乙双方就本合同履行过程中发生争议，双方应首先协商解决。协商解决不成的，任何一方可向协议签订地人民法院进行起诉。败诉方应全额承担胜诉方为处理本案纠纷而支付的律师费、诉讼费、保全费等全部诉讼费用。
3. 在诉讼期间，甲乙双方有未完成的协议义务的，应当继续履行完毕。

### 四、通知与送达

1. 甲乙双方约定以下通信地址为双方通知或文件的送达地址：

甲方送达地址：苏州市太仓港经济技术开发区银港路 52 号太仓生物港 7 号楼 5 层

电子邮件送达地址：wuhaimei@baidemed.com

乙方送达地址：广州西关海御花园 12 栋 0902 房

电子邮件送达地址：wuhaimei@baidemed.com

2. 如上述地址未约定的，以双方当事人签署合同的通信地址作为送达地址。送达地址未经书面变更通知，一直有效。一方给另一方的通知或文件按送达地址邮寄视为送达。如按上述地址邮寄文件被邮政部门退回的，退回之日视为送达之日。如以电子邮箱方式送达，收到邮箱发出的确认信息后，视为送达。
3. 如因本协议纠纷导致仲裁/诉讼时，双方同意本协议所列联系方式作为仲裁委/法院的送达地址，适用于仲裁委/法院的送达、审理、执行等各个阶段。

### 五、协议生效

1. 本协议经甲、乙双方签字盖章后生效。本合同一式贰份，甲、乙双方各执壹份，各份均具有同等法律效力。
2. 本合同未尽事宜，由甲、乙双方另行议定，并签订补充协议。
3. 生效后将取代以前所达成的所有口头的或书面的，明示的或暗示的协议或者承诺。
4. 本协议的法律效力不因甲乙双方解除或终止履行《劳动合同》而停止。

## 六、其他

1. 除法律另有规定或双方协商一致外，本协议任何一方的权利和义务不得转让。

2. 如本协议的任何条款被裁定无效，则其无效部分不得实施，并应被视为不包含在本协议中，但不会使本协议的其余条款无效(法律有强制规定的除外)。各方则应尽一切合理努力以有效的替代条款替换该无效的条款，替代条款的效力应尽可能与该无效条款的原定效力相同。

3. 标题只作为本协议的指导性说明，并不影响或限制本协议条款的解释或阐述。

4. 任何一方未能或延迟行使和/或享受其根据本协议享有的权利和/或利益，不应视为对该等权利和/或利益的放弃，且对该等权利和/或利益的部分行使不应妨碍未来对此等权利和/或利益的行使。

5. 本协议赋予各方的权利或补救措施并不排除各方依照中国法律所享有的其他权利和补救措施，亦不排除于本协议生效日后颁布的中国法律或者其他具有法律效力的文件所赋予的其他各项权利和补救措施。

6. 在签订本协议时，甲、乙方对协议的所有条款均无疑义并对各自有关权利、义务和责任条款的法律含义有准确无误的理解。

(以下为签字页，无正文)

甲方：百德（苏州）医疗有限公司（公章）

法定代表人（签字）：\_\_\_\_\_

乙方（签字及盖手印）：\_\_\_\_\_

日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

# 保密及竞业限制协议

甲 方：南京长城医疗设备有限公司

法定代表人：吴海梅

住所：南京市江宁区湖山路 811 号东山工业集中区 4 幢 3 楼 A 区

联系电话：13560026976

乙 方：许进

身份证号码：320121198702101139

联系地址：南京市江宁区东山街道一鸣花园 1 栋 212 室

电话：15852936420

鉴于：

1. 甲乙双方于【2019】年【8】月【2】签署了《劳动合同书》建立劳动关系,合同期限为【2019】年【8】月【1】日至【2022】年【7】月【31】日。

2. 乙方在工作过程中已知悉或可能知悉甲方的商业秘密（包括但不限于甲方以及甲方的关联公司的产品、技术、生产工艺、财务、客户、组织机构等方面的各种形式的信息和资料）。

3. 甲乙双方确认：甲方已对自身的商业秘密采取了相匹配的保密措施。乙方确认在工作期间，在履行职务的过程中有机会且接触和了解甲方的商业秘密。

4. 乙方理解并确认：对甲方商业秘密的任何公开、泄露，将会严重损害甲方的经济利益或使甲方处于非常不利的竞争地位，乙方应承担保密义务。

5. 本协议由双方签订于【南京】市。

为保护甲方合法权益不受侵犯,甲乙双方本着平等自愿和诚信的原则，根据中华人民共和国和公司所在地有关法律、法规，在自愿、平等、协商一致的基础上订立本协议并承诺共同遵守：

## 第一部分 保密协议

### 一、商业秘密的内容



1. 本协议的商业秘密是指不为甲方以及甲方的关联公司以外的公众所知悉、能为甲方带来经济利益,具有实用性并经甲方采取保密措施的技术信息和经营信息。其中:

(1) 技术信息,包括但不限于工作进度、技术方案、诀窍、方法、源代码、产品组成、工艺流程、生产结构、用料规格、技术指标、数据库、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、样品、公式、构成、工序、发现、机器、模型、装置、规格、发明、计算机程序、研究项目或类似项目、技术文档、相关的函电;

(2) 经营信息,包括但不限于有关成本、利润、采购、市场、销售、客户名单、行销计划、采购资料、定价政策、财务资料、进货渠道、法律事务信息、人力资源信息、研究与开发或未来的营销或推销计划及有关未来开发的信息(例如研究与开发或未来的营销或推销计划)。

2. 经甲方和第三方协议约定的保密信息视同甲方的商业秘密,适用本协议。

## 二、保密规章和制度

1. 乙方确认其在任职期间有遵守甲方的保密要求、规章、制度,履行与其工作岗位相应的保密职责。遇到甲方保密规章、制度中未规定或者规定不明确的方面时,乙方亦应本着谨慎、负责的态度,采取必要、合理的措施,保守其于任职期间知悉或者持有的任何属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密。

2. 禁止任何人窃取甲方商业秘密。乙方无论在职抑或离职期间均对其发现的窃取甲方商业秘密的行为负有揭发、举报义务。

3. 乙方承诺仅将商业秘密信息用于完成其甲方分配的工作任务,并在甲方要求时立即将商业秘密信息及所有复制品交还甲方。除履行职务需要之外(包括离职之后),乙方从未以及不得未经甲方书面授权或者许可,以摘抄、复制、传真、拍照、电子邮件等方式占有、传播、出售、使用或允许他人(包括不该知悉该项秘密的甲方的其他职员)使用甲方的商业秘密或者属于第三方但甲方承诺有保密义务的商业秘密,也不得在履行职务之外(包括离职之后)的任何时候使用本协议项下的秘密信息。

4. 甲乙双方确认,对甲方的商业秘密进行保密,是乙方的法定义务和具备

职业操守的体现。甲方已向乙方支付保密费用，该保密费用已经包括于甲方支付给乙方的工资之中。

5. 乙方确认其在职期间以电子数据形式记存甲方商业秘密的软件、文档的使用范围只限于甲方同意使用的计算机系统。

6. 乙方在本条款项下的义务在本协议届满或终止后以及甲方与乙方的雇用关系终止后继续有效。

### 三、秘密信息的载体

1. 乙方因职务上的需要所持有或保管的一切记录有甲方秘密信息的文件、资料、图表、笔记、报告、信件、传真、磁带、磁盘、仪器以及其他任何形式的载体均归甲方所有，无论这些秘密信息有无商业上的价值。未经甲方事先书面同意，乙方不得将上述材料带离甲方办公区域或擅自以任何形式复制。乙方确认其在职期间并未将上述材料带离甲方办公区域或擅自以任何形式复制。

2. 乙方与甲方的劳动关系终止(包括解除)的，或者甲方提出要求的，应当办理商业秘密的交接手续，立即返还所有以各种形式保存的属于甲方所有的全部财物和载有甲方秘密信息的一切载体，任何时候不得将这些载体及其复制件擅自保留或交给其他任何单位或个人。未办理或者未办理完全商业秘密交接手续的，甲方有权拒绝为乙方办理离职手续。乙方确认截至本协议签署之日，其并未制作或保留该等信息和资料的任何复制品。

### 四、保密期限

1. 甲乙双方确认，乙方的保密义务自甲方对本协议第一条所述的商业秘密采取适当的保密措施并告知乙方时开始，到该商业秘密由甲方公开时止。

2. 无论乙方因何种原因离职，乙方离职之后（自离职之日起）仍应当保守在甲方任职期间接触、知悉的属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密，承担同在甲方任职期间一样的保密义务。

### 五、任职期间

本协议中所称的任职期间，是指甲乙双方签署的《劳动合同》中约定的劳动合同期限。本协议中所称的离职，是指任一方明确表示解除甲乙双方聘用关系并

将此种意愿付诸事实的行为，包括辞职、辞退等正常离职和非正常离职。

## 六、侵权责任

1. 乙方违反本协议任何约定的，应当承担违约责任，无论是对于其离职后发生的抑或是离职后才发现的在职期间发生的泄密或违约行为，乙方均应一次性向甲方支付违约金【十】万元人民币，前述违约金不足以赔偿甲方的经济损失的，应当继续赔偿甲方损失。

2. 前款所述损失赔偿按照如下方式计算：

(1) 损失赔偿额为甲方因乙方的违约行为所受到的经济损失（包括实际经济损失和可预期收益损失）。

(2) 如果甲方的损失依照（1）款所述的计算方法难以计算的，损失赔偿额为乙方因违约行为所获得的全部利润；或者以不低于甲方给予其他第三方商业秘密许可使用费的合理数额作为损失赔偿额。

(3) 甲方因调查乙方的违约行为而支付的合理费用（包括但不限于差旅费、律师费、诉讼费），应当包含在损失赔偿额之内。

3. 因乙方的违约行为侵犯了甲方的权利的，甲方可以选择根据本协议要求乙方承担违约责任，或者根据国家有关法律、法规通过司法的方式要求乙方承担侵权法律责任。

## 第二部分 竞业限制协议

### 一、竞业限制

1. 除非得到甲方董事会的事先书面同意，乙方离职后不得直接或间接参与、进行或牵涉进任何在任何方面与甲方业务相竞争或相似的业务。

2. 乙方确认其在被甲方聘用期间，并未直接或间接参与任何其它（竞争或其它）业务，并未在其他任何公司或者营利性组织中以任何形式兼职。

3. 竞业限制期限为甲乙双方解除或终止劳动合同（不论终止或解除的理由，亦不论终止或者解除是否有理由）之日起的 24 个月内，乙方不得自营或以任何方式直接或间接地帮助任何第三方经营、开展、推进与甲方有竞争的业务。

4. 负有竞业限制义务的乙方不得以直接或间接的方式为以下单位工作或任职：

(1) 与甲方有业务竞争关系的单位(包括但不限于在研究、生产、销售或维护与甲方业务相同的企业或事业单位);

(2) 与甲方有业务竞争关系的单位在中华人民共和国及公司关联企业所在的其他任何地方直接或间接的设立、参股、控股、实际控制的公司、企业、研发机构、咨询调查机构等经济组织;

(3) 其他与甲方有竞争业务或者作为甲方竞争对手[甲方的竞争对手,是指在本行业或领域中,拥有与甲方相同或相似资源(包括人力、资金、产品、环境、渠道、品牌、智力、像貌、体力等资源)的个体(或团体),并且该个体(或团体)的目标与甲方相同或相近似,产生的行为会给甲方带来一定的利益影响]的单位。

5. 负有竞业限制义务的乙方不得进行下列行为:

(1) 与甲方的客户发生商业接触。该种商业接触包括为其提供信息、提供服务、收取订单、直接或间接转移公司的业务的行为以及其他各种对甲方的业务产生或有可能产生不利影响的行为,不论是否获得利益。

(2) 就甲方届时开展的任何一类的业务而言,唆使、介入或试图诱使甲方的重要顾客、客户、供货商、代理、分销商、或职工(但不包括低职位的职工)、顾问的任何个人脱离甲方或者中断与甲方的业务关系。

(3) 直接或间接在本协议所列与甲方有业务竞争关系单位中拥有股份或利益、接受服务或获取利益。

(4) 乙方以任何身份或与他人合作直接参与生产、经营与甲方有竞争关系的同类产品或业务。乙方特别承诺,不得与甲方及甲方关联公司(包括中国境内及香港)的现有或曾经或将来的员工进行合作,从事与甲方有竞争关系的行业或生产与甲方有竞争性的产品。

(5) 直接或间接引诱、要求、劝说、雇用或鼓励任何甲方的其他员工离职,或试图引诱、要求、劝说、雇用、鼓励或带走公司的其他员工,不论何种理由或有无理由,不论是否为自身或任何其他个人或组织的利益。不得以其个人名义或以任何第三方名义怂恿或诱使任何甲方的员工在其他单位任职。

(6) 向与甲方有竞争关系的单位直接或间接提供任何形式的咨询服务、合作或劳务。

(7) 以任何身份和方式,实施、进行、参与或牵涉进任何涉及向在中国以及

任何其它由甲方在相关时间内进行此类销售或供应的区域内的顾客销售或提供产品或服务的业务或活动，并与甲方正在或在停止聘用之 24 个月内曾经开展的业务相竞争。

(8) 不论乙方因何种原因离开甲方，乙方均应在进入新用人单位就职前向甲方书面说明新任职的用人单位的名称、性质和主营业务。

(9) 竞业限制期限内，乙方不得以甲方的名义对外做任何形式的承诺或签订任何形式的合同；乙方不得使用或允许任何第三方使用由甲方使用的任何名称、标志或其它知识产权，或者可能与甲方之名称、标志、其它知识产权相混淆的名称或标志。

## 二、义务的履行和解除

1. 乙方在离开甲方时即承担竞业限制义务，但甲方可在乙方离职前或离职后通过书面通知的形式解除乙方的竞业限制义务；本协议所约定的竞业限制义务自上述通知指定之日起解除，同时甲方将不再支付竞业限制补偿金。此种解除不能理解为解除保密义务。

2. 在乙方完全履行竞业限制义务的情况下，甲方未按本协议约定支付竞业限制补偿金、且经乙方书面要求仍未支付的，乙方可以解除竞业限制协议。双方如因竞业限制补偿金发生争议的，在争议解决期间，乙方不得主张免除竞业限制义务。

## 三、竞业限制经济补偿

1. 负有竞业限制义务的乙方，不论在任何情况下与甲方终止或者解除劳动关系，在竞业限制期间内，乙方应严格遵守本协议有关竞业限制的规定，甲方则向乙方支付竞业限制补偿金。

2. 竞业限制的补偿费，为乙方在劳动合同解除或者终止前十二个月平均工资的 20%，但若补偿金的数额低于届时适用的法律、法规所允许的最低数额，则补偿金的数额应作相应调整。甲方按月支付，并代扣代缴个人所得税。乙方指定收款账户信息：

户名：许进

开户行：南京银行江宁科学园支行

帐号：6223 0500 0731 5735

3. 乙方应当在每季第一个月以亲自送达或挂号邮寄的方式向甲方提供履行竞业限制义务的证明，该证明包括但不限于其所就职单位的证明（在该单位缴纳社保的证明等）以及乙方作出的保证履行竞业限制义务的书面承诺。

4. 乙方应在离职前向甲方书面提供其本人的银行账户用于甲方支付竞业限制补偿金，乙方未提供账户、提供账户错误、账户注销等各种原因导致甲方无法支付该等竞业限制补偿金的，因此造成的损失由乙方自行承担，且在此期间不免除乙方的竞业限制义务。

5. 乙方拒绝接受、自行放弃、不领取竞业限制补偿金，或因乙方原因导致甲方无法正常发放竞业限制补偿金的，因此造成的损失由乙方自行承担，且不免除乙方的竞业限制义务。

6. 若甲方迟延支付不竞争补偿金超过六个月，乙方可在向甲方发出书面通知，若甲方书面回复无正当理由不履行支付补偿金义务，则乙方可终止履行上述竞业限制的义务。

7. 如果甲方于停聘日前一个月或竞业限制期间内每月付款日前一个月（视情况而定）向乙方提出取消竞业限制补偿金的支付，则视为乙方被免于承担竞业限制义务。乙方无权要求甲方支付其免于承担不竞争义务期间的不竞争补偿金或任何其它补偿金。

#### **四、违约责任**

1. 如乙方违反竞业限制义务的，甲方将停止支付竞业限制补偿金，并有权要求乙方纠正违约行为，乙方因此所取得的利益归甲方所有，且乙方应向甲方返还甲方已支付给乙方的补偿金。

2. 乙方如违反本协议，应当一次性向甲方支付违约金，违约金为上述约定的竞业限制补偿金总额的五倍。如违约金不足弥补甲方实际损失的，甲方还有权要求乙方按照实际损失向甲方承担赔偿责任。损失的数额可由甲方委托的有资质的评估机构评定。损害赔偿的支付，不影响甲方因乙方违约而享有的其它救济权利。

3. 乙方依照本协议约定承担赔偿责任和其他民事责任后，甲方仍保留提请司法途径追究乙方刑事及行政责任的权利。

## 五、定义

1. 公司的业务包括：参考营业执照上经营范围的内容。
2. 工作、任职：指乙方与任一单位建立劳动关系或劳务关系，或者为该单位提供商品、服务，不论是直接或间接、有偿或无偿、兼职或专职。
3. 获取利益：指乙方从任一单位获得报酬、分红、报销等形式的经济利益，或者获得服务、实物。
4. 客户：指终止或解除劳动关系之日起前与甲方有过业务往来的客户，同时也包括甲方在乙方离职时甲方正在评估、谈判、接触或准备发展的客户。
5. 实际损失包括但不限于以下：
  - (1) 甲方由于乙方违反竞业限制的行为所遭受的直接和间接的损失；
  - (2) 甲方为了因调查、处理、纠正乙方违反竞业限制的行为所付出的经济代价，包括但不限于律师费、诉讼费、评估费、调查取证费等。

## 第三部分 共同条款

### 一、特别约定

1. 乙方向甲方声明并保证，乙方没有与其他人达成过可能妨碍乙方全面遵守本协议的条款和条件的任何协议。
2. 乙方向甲方声明并保证，乙方受雇于甲方并不会导致不履行其对任何其它人的义务或披露任何其它人的任何秘密。
3. 如果根据适用法律、法规的规定，本协议需要办理批准、登记等手续方可生效或为履行乙方在本协议项下的义务需要办理批准或其它手续，则乙方承诺协助甲方办理有关手续并签署所有必要的文件。
4. 乙方承诺，离职后，其将告知新雇主其在劳动合同和/或本协议项下须继续履行的义务，并有义务协助甲方向其新雇主发出该等通知。

### 二、成果归属

1. 乙方在与甲方终止或解除劳动关系前及其离职后两年内，由乙方本人或乙方与第三方合作研制，开发，撰写的（1）与甲方、其关联公司及子公司业务有关的，或（2）部分或全部通过为甲方工作的时间或使用甲方设备、物资、设

施或商业秘密完成的，或（3）由于甲方、其关联公司及子公司分配给乙方任务，或乙方在履行工作或其职责范围内产生的，设想、设计、标记、发现、发明、作品等成果（“职务成果”）应为专属于甲方的财产。

2. 在任何时候，就任何职务成果，只要甲方认为有必要的，乙方应配合以甲方或甲方指定人为权利人将相关职务成果申请注册或采取其他类似的保护此类职务成果上的知识产权的措施，并且签署所有文件及完成甲方或甲方指定人成为该职务成果上的专利权、商标权、版权、设计权或其他知识产权之权利人所必须的一切行动和程序。

3. 对乙方做出的与甲方经营范围有关的非职务的成果，甲方有优先受让权，在同等条件下，乙方应将商业秘密、非职务发明、专用技术等成果许可或转让给甲方使用，甲方应向乙方支付合理报酬。

4. 乙方对其在甲方任职期间编制或得到的与甲方业务或事业有关的一切设备、文件及资料（包括但不限于电脑、软件、程序、数据、模型、测试记录、工作手册、书信往来、传真、电话记录、客户名单、笔记、备忘录、计划）等，在任何时候均归甲方所有，甲方有随时查阅的权利。双方在劳动关系存续时或终止后，如甲方要求，乙方应及时予以归还，或者根据甲方需要销毁上述文件、资料。

### 三、争议解决方式

1. 本协议的签署、有效性、解释、履行、执行及争议解决，均适用中国法律并受其管辖。

2. 甲乙双方就本合同履行过程中发生争议，双方应首先协商解决。协商解决不成的，任何一方可向协议签订地人民法院进行起诉。败诉方应全额承担胜诉方为处理本案纠纷而支付的律师费、诉讼费、保全费等全部诉讼费用。

3. 在诉讼期间，甲乙双方有未完成的协议义务的，应当继续履行完毕。

### 四、通知与送达

1. 甲乙双方约定以下通信地址为双方通知或文件的送达地址：

甲方送达地址：南京市江宁区湖山路 811 号东山工业集中区 4 幢 3 楼 A 区

电子邮件送达地址：wuhaimei@baidemed.com



乙方送达地址：南京市江宁区东山街道一鸣花园 1 栋 212 室

电子邮件送达地址：570093220@qq.com

2. 如上述地址未约定的，以双方当事人签署合同的通信地址作为送达地址。送达地址未经书面变更通知，一直有效。一方给另一方的通知或文件按送达地址邮寄视为送达。如按上述地址邮寄文件被邮政部门退回的，退回之日视为送达之日。如以电子邮箱方式送达，收到邮箱发出的确认信息后，视为送达。

3. 如因本协议纠纷导致仲裁/诉讼时，双方同意本协议所列联系方式作为仲裁委/法院的送达地址，适用于仲裁委/法院的送达、审理、执行等各个阶段。

## 五、协议生效

1. 本协议经甲、乙双方签字盖章后生效。本合同一式贰份，甲、乙双方各执壹份，各份均具有同等法律效力。

2. 本合同未尽事宜，由甲、乙双方另行议定，并签订补充协议。

3. 生效后将取代以前所达成的所有口头的或书面的，明示的或暗示的协议或者承诺。

4. 本协议的法律效力不因甲乙双方解除或终止履行《劳动合同》而停止。

## 六、其他

1. 本协议的订立、效力、解释、执行、修改、终止及争议的解决，均应适用中国法律。

2. 除法律另有规定或双方协商一致外，本协议任何一方的权利和义务不得转让。

3. 如本协议的任何条款被裁定无效，则其无效部分不得实施，并应被视为不包含在本协议中，但不会使本协议的其余条款无效(法律有强制规定的除外)。各方则应尽一切合理努力以有效的替代条款替换该无效的条款，替代条款的效力应尽可能与该无效条款的原定效力相同。

4. 标题只作为本协议的指导性说明，并不影响或限制本协议条款的解释或阐述。

5. 任何一方未能或延迟行使和/或享受其根据本协议享有的权利和/或利益，不应视为对该等权利和/或利益的放弃，且对该等权利和/或利益的部分行使不应

妨碍未来对此等权利和/或利益的行使。

6. 本协议赋予各方的权利或补救措施并不排除各方依照中国法律所享有的其他权利和补救措施，亦不排除于本协议生效后颁布的中国法律或者其他具有法律效力的文件所赋予的其他各项权利和补救措施。

7. 在签订本协议时，甲、乙方对协议的所有条款均无疑义并对各自有关权利、义务和责任条款的法律含义有准确无误的理解。

(以下为签字页，无正文)

甲方：南京长城医疗设备有限公司（公章）

法定代表人（签字）：\_\_\_\_\_

乙方（签字及盖手印）：\_\_\_\_\_

日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

## 保密及竞业限制协议

甲 方：湖南百德医疗科技有限公司

法定代表人：邱荃

住所：长沙高新开发区麓龙路 199 号麓谷商务中心 BDC 座 515A316 房（集群注册）

联系电话：13560026976

乙 方：李小枚

身份证号码：430525199503015745

联系地址：湖南省洞口县水东乡官冲村暗山冲组 18 号

电话：13632379627

鉴于：

1. 甲乙双方于【2021】年【2】月【1】签署了《劳动合同书》建立劳动关系,合同期限为【2021】年【2】月【1】日至【2024】年【1】月【31】日。

2. 乙方在工作过程中已知悉或可能知悉甲方的商业秘密（包括但不限于甲方以及甲方的关联公司的产品、技术、生产工艺、财务、客户、组织机构等方面的各种形式的信息和资料）。

3. 甲乙双方确认：甲方已对自身的商业秘密采取了相匹配的保密措施。乙方确认在工作期间，在履行职务的过程中有机会且接触和了解甲方的商业秘密。

4. 乙方理解并确认：对甲方商业秘密的任何公开、泄露，将会严重损害甲方的经济利益或使甲方处于非常不利的竞争地位，乙方应承担保密义务。

5. 本协议由双方签订于【广州】市。

为保护甲方合法权益不受侵犯,甲乙双方本着平等自愿和诚信的原则，根据中华人民共和国和公司所在地有关法律、法规，在自愿、平等、协商一致的基础上订立本协议并承诺共同遵守：

## 第一部分 保密协议

### 一、商业秘密的内容

1. 本协议的商业秘密是指不为甲方以及甲方的关联公司以外的公众所知悉、能为甲方带来经济利益,具有实用性并经甲方采取保密措施的技术信息和经营信息。其中:

(1) 技术信息,包括但不限于工作进度、技术方案、诀窍、方法、源代码、产品组成、工艺流程、生产结构、用料规格、技术指标、数据库、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、样品、公式、构成、工序、发现、机器、模型、装置、规格、发明、计算机程序、研究项目或类似项目、技术文档、相关的函电;

(2) 经营信息,包括但不限于有关成本、利润、采购、市场、销售、客户名单、行销计划、采购资料、定价政策、财务资料、进货渠道、法律事务信息、人力资源信息、研究与开发或未来的营销或推销计划及有关未来开发的信息(例如研究与开发或未来的营销或推销计划)。

2. 经甲方和第三方协议约定的保密信息视同甲方的商业秘密,适用本协议。

### 二、保密规章和制度

1. 乙方确认其在任职期间有遵守甲方的保密要求、规章、制度,履行与其工作岗位相应的保密职责。遇到甲方保密规章、制度中未规定或者规定不明确的方面时,乙方亦应本着谨慎、负责的态度,采取必要、合理的措施,保守其于任职期间知悉或者持有的任何属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密。

2. 禁止任何人窃取甲方商业秘密。乙方无论在职抑或离职期间均对其发现的窃取甲方商业秘密的行为负有揭发、举报义务。

3. 乙方承诺仅将商业秘密信息用于完成其甲方分配的工作任务,并在甲方要求时立即将商业秘密信息及所有复制品交还甲方。除履行职务需要之外(包括离职之后),乙方从未以及不得未经甲方书面授权或者许可,以摘抄、复制、传真、拍照、电子邮件等方式占有、传播、出售、使用或允许他人(包括不该知悉该项秘密的甲方的其他职员)使用甲方的商业秘密或者属于第三方但甲方承诺有保密义务的商业秘密,也不得在履行职务之外(包括离职之后)的任何时候使用本协

议项下的秘密信息。

4. 甲乙双方确认，对甲方的商业秘密进行保密，是乙方的法定义务和具备职业操守的体现。甲方已向乙方支付保密费用，该保密费用已经包括于甲方支付给乙方的工资之中。

5. 乙方确认其在职期间以电子数据形式记存甲方商业秘密的软件、文档的使用范围只限于甲方同意使用的计算机系统。

6. 乙方在本条款项下的义务在本协议届满或终止后以及甲方与乙方的雇用关系终止后继续有效。

### **三、秘密信息的载体**

1. 乙方因职务上的需要所持有或保管的一切记录有甲方秘密信息的文件、资料、图表、笔记、报告、信件、传真、磁带、磁盘、仪器以及其他任何形式的载体均归甲方所有，无论这些秘密信息有无商业上的价值。未经甲方事先书面同意，乙方不得将上述材料带离甲方办公区域或擅自以任何形式复制。乙方确认其在职期间并未将上述材料带离甲方办公区域或擅自以任何形式复制。

2. 乙方与甲方的劳动关系终止(包括解除)的，或者甲方提出要求的，应当办理商业秘密的交接手续，立即返还所有以各种形式保存的属于甲方所有的全部财物和载有甲方秘密信息的一切载体，任何时候不得将这些载体及其复制件擅自保留或交给其他任何单位或个人。未办理或者未办理完全商业秘密交接手续的，甲方有权拒绝为乙方办理离职手续。乙方确认截至本协议签署之日，其并未制作或保留该等信息和资料的任何复制品。

### **四、保密期限**

1. 甲乙双方确认，乙方的保密义务自甲方对本协议第一条所述的商业秘密采取适当的保密措施并告知乙方时开始，到该商业秘密由甲方公开时止。

2. 无论乙方因何种原因离职，乙方离职之后（自离职之日起）仍应当保守在甲方任职期间接触、知悉的属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密，承担同在甲方任职期间一样的保密义务。

### **五、任职期间**

本协议中所称的任职期间，是指甲乙双方签署的《劳动合同》中约定的劳动合同期限。本协议中所称的离职，是指任一方明确表示解除甲乙双方聘用关系并将此种意愿付诸事实的行为，包括辞职、辞退等正常离职和非正常离职。

## 六、侵权责任

1. 乙方违反本协议任何约定的，应当承担违约责任，无论是对于其离职后发生的抑或是离职后才发现的在职期间发生的泄密或违约行为，乙方均应一次性向甲方支付违约金【十】万元人民币，前述违约金不足以赔偿甲方的经济损失的，应当继续赔偿甲方损失。

2. 前款所述损失赔偿按照如下方式计算：

(1) 损失赔偿额为甲方因乙方的违约行为所受到的经济损失（包括实际经济损失和可预期收益损失）。

(2) 如果甲方的损失依照（1）款所述的计算方法难以计算的，损失赔偿额为乙方因违约行为所获得的全部利润；或者以不低于甲方给予其他第三方商业秘密许可使用费的合理数额作为损失赔偿额。

(3) 甲方因调查乙方的违约行为而支付的合理费用（包括但不限于差旅费、律师费、诉讼费），应当包含在损失赔偿额之内。

3. 因乙方的违约行为侵犯了甲方的权利的，甲方可以选择根据本协议要求乙方承担违约责任，或者根据国家有关法律、法规通过司法的方式要求乙方承担侵权法律责任。

## 第二部分 竞业限制协议

### 一、竞业限制

1. 除非得到甲方董事会的事先书面同意，乙方离职后不得直接或间接参与、进行或牵涉进任何在任何方面与甲方业务相竞争或相似的业务。

2. 乙方确认其在被甲方聘用期间，并未直接或间接参与任何其它（竞争或其它）业务，并未在其他任何公司或者营利性组织中以任何形式兼职。

3. 竞业限制期限为甲乙双方解除或终止劳动合同（不论终止或解除的理由，亦不论终止或者解除是否有理由）之日起的 24 个月内，乙方不得自营或以任何方式直接或间接地帮助任何第三方经营、开展、推进与甲方有竞争的业务。

4. 负有竞业限制义务的乙方不得以直接或间接的方式为以下单位工作或任职：

(1) 与甲方有业务竞争关系的单位（包括但不限于在研究、生产、销售或维护与甲方业务相同的企业或事业单位）；

(2) 与甲方有业务竞争关系的单位在中华人民共和国及公司关联企业所在的其他任何地方直接或间接的设立、参股、控股、实际控制的公司、企业、研发机构、咨询调查机构等经济组织；

(3) 其他与甲方有竞争业务或者作为甲方竞争对手[甲方的竞争对手，是指在本行业或领域中，拥有与甲方相同或相似资源（包括人力、资金、产品、环境、渠道、品牌、智力、相貌、体力等资源）的个体（或团体），并且该个体（或团体）的目标与甲方相同或相近似，产生的行为会给甲方带来一定的利益影响]的单位。

5. 负有竞业限制义务的乙方不得进行下列行为：

(1) 与甲方的客户发生商业接触。该种商业接触包括为其提供信息、提供服务、收取订单、直接或间接转移公司的业务的行为以及其他各种对甲方的业务产生或有可能产生不利影响的行为，不论是否获得利益。

(2) 就甲方届时开展的任何一类的业务而言，唆使、介入或试图诱使甲方的重要顾客、客户、供货商、代理、分销商、或职工（但不包括低职位的职工）、顾问的任何个人脱离甲方或者中断与甲方的业务关系。

(3) 直接或间接在本协议所列与甲方有业务竞争关系单位中拥有股份或利益、接受服务或获取利益。

(4) 乙方以任何身份或与他人合作直接参与生产、经营与甲方有竞争关系的同类产品或业务。乙方特别承诺，不得与甲方及甲方关联公司（包括中国境内及香港）的现有或曾经或将来的员工进行合作，从事与甲方有竞争关系的行业或生产与甲方有竞争性的产品，包括但不限于附件一所列各人。

(5) 直接或间接引诱、要求、劝说、雇用或鼓励任何甲方的其他员工离职，或试图引诱、要求、劝说、雇用、鼓励或带走公司的其他员工，不论何种理由或有无理由，不论是否为自身或任何其他个人或组织的利益。不得以其个人名义或以任何第三方名义怂恿或诱使任何甲方的员工在其他单位任职。

(6) 向与甲方有竞争关系的单位直接或间接提供任何形式的咨询服务、合



作或劳务。

(7) 以任何身份和方式,实施、进行、参与或牵涉进任何涉及向在中国以及任何其它由甲方在相关时间内进行此类销售或供应的区域内的顾客销售或提供产品或服务的业务或活动,并与甲方正在或在停止聘用之 24 个月内曾经开展的业务相竞争。

(8) 不论乙方因何种原因离开甲方,乙方均应在进入新用人单位就职前向甲方书面说明新任职的用人单位的名称、性质和主营业务。

(9) 竞业限制期限内,乙方不得以甲方的名义对外做任何形式的承诺或签订任何形式的合同;乙方不得使用或允许任何第三方使用由甲方使用的任何名称、标志或其它知识产权,或者可能与甲方之名称、标志、其它知识产权相混淆的名称或标志。

## 二、义务的履行和解除

1. 乙方在离开甲方时即承担竞业限制义务,但甲方可在乙方离职前或离职后通过书面通知的形式解除乙方的竞业限制义务;本协议所约定的竞业限制义务自上述通知指定之日起解除,同时甲方将不再支付竞业限制补偿金。此种解除不能理解为解除保密义务。

2. 在乙方完全履行竞业限制义务的情况下,甲方未按本协议约定支付竞业限制补偿金、且经乙方书面要求仍未支付的,乙方可以解除竞业限制协议。双方如因竞业限制补偿金发生争议的,在争议解决期间,乙方不得主张免除竞业限制义务。

## 三、竞业限制经济补偿

1. 负有竞业限制义务的乙方,不论在任何情况下与甲方终止或者解除劳动关系,在竞业限制期间内,乙方应严格遵守本协议有关竞业限制的规定,甲方则向乙方支付竞业限制补偿金。

2. 竞业限制的补偿费,为乙方在劳动合同解除或者终止前十二个月平均工资的 20%,但若补偿金的数额低于届时适用的法律、法规所允许的最低数额,则补偿金的数额应作相应调整。甲方按月支付,并代扣代缴个人所得税。乙方指定收款账户信息:

户名:李小枚

开户行: 中国工商银行广州中华广场支行

帐号: 6212 2636 0201 9228 725

乙方应当在每季第一个月以亲自送达或挂号邮寄的方式向甲方提供履行竞业限制义务的证明,该证明包括但不限于其所就职单位的证明(在该单位缴纳社保的证明等)以及乙方作出的保证履行竞业限制义务的书面承诺。

3. 乙方应在离职前向甲方书面提供其本人的银行账户用于甲方支付竞业限制补偿金,乙方未提供账户、提供账户错误、账户注销等各种原因导致甲方无法支付该等竞业限制补偿金的,因此造成的损失由乙方自行承担,且在此期间不免除乙方的竞业限制义务。

4. 乙方拒绝接受、自行放弃、不领取竞业限制补偿金,或因乙方原因导致甲方无法正常发放竞业限制补偿金的,因此造成的损失由乙方自行承担,且不免除乙方的竞业限制义务。

5. 若甲方迟延支付不竞争补偿金超过六个月,乙方可在向甲方发出书面通知,若甲方书面回复无正当理由不履行支付补偿金义务,则乙方可终止履行上述竞业限制的义务。

6. 如果甲方于停聘日前一个月或竞业限制期间内每月付款日前一个月(视情况而定)向乙方提出取消竞业限制补偿金的支付,则视为乙方被免予承担竞业限制义务。乙方无权要求甲方支付其免于承担不竞争义务期间的不竞争补偿金或任何其它补偿金。

#### **四、违约责任**

1. 如乙方违反竞业限制义务的,甲方将停止支付竞业限制补偿金,并有权要求乙方纠正违约行为,乙方因此所取得的利益归甲方所有,且乙方应向甲方返还甲方已支付给乙方的补偿金。

2. 乙方如违反本协议,应当一次性向甲方支付违约金,违约金为上述约定的竞业限制补偿金总额的五倍。如违约金不足弥补甲方实际损失的,甲方还有权要求乙方按照实际损失向甲方承担赔偿责任。损失的数额可由甲方委托的有资质的评估机构评定。损害赔偿的支付,不影响甲方因乙方违约而享有的其它救济权利。

3. 乙方依照本协议约定承担赔偿责任和其他民事责任后，甲方仍保留提请司法途径追究乙方刑事及行政责任的权利。

## 五、定义

1. 公司的业务包括：参考营业执照上经营范围的内容。
2. 工作、任职：指乙方与任一单位建立劳动关系或劳务关系，或者为该单位提供商品、服务，不论是直接或间接、有偿或无偿、兼职或专职。
3. 获取利益：指乙方从任一单位获得报酬、分红、报销等形式的经济利益，或者获得服务、实物。
4. 客户：指终止或解除劳动关系之日起前与甲方有过业务往来的客户，同时也包括甲方在乙方离职时甲方正在评估、谈判、接触或准备发展的客户。
5. 实际损失包括但不限于以下：
  - (1) 甲方由于乙方违反竞业限制的行为所遭受的直接和间接的损失；
  - (2) 甲方为了因调查、处理、纠正乙方违反竞业限制的行为所付出的经济代价，包括但不限于律师费、诉讼费、评估费、调查取证费等。

## 第三部分 共同条款

### 一、特别约定

1. 乙方向甲方声明并保证，乙方没有与其他人达成过可能妨碍乙方全面遵守本协议的条款和条件的任何协议。
2. 乙方向甲方声明并保证，乙方受雇于甲方并不会导致不履行其对任何其它人的义务或披露任何其它人的任何秘密。
3. 如果根据适用法律、法规的规定，本协议需要办理批准、登记等手续方可生效或为履行乙方在本协议项下的义务需要办理批准或其它手续，则乙方承诺协助甲方办理有关手续并签署所有必要的文件。
4. 乙方承诺，离职后，其将告知新雇主其在劳动合同和/或本协议项下须继续履行的义务，并有义务协助甲方向其新雇主发出该等通知。

### 二、成果归属

1. 乙方在与甲方终止或解除劳动关系前及其离职后两年内，由乙方本人或

乙方与第三方合作研制，开发，撰写的（1）与甲方、其关联公司及子公司业务有关的，或（2）部分或全部通过为甲方工作的时间或使用甲方设备、物资、设施或商业秘密完成的，或（3）由于甲方、其关联公司及子公司分配给乙方任务，或乙方在履行工作或其职责范围内产生的，设想、设计、标记、发现、发明、作品等成果（“职务成果”）应为专属于甲方的财产。

2. 在任何时候，就任何职务成果，只要甲方认为有必要的，乙方应配合以甲方或甲方指定人为权利人将相关职务成果申请注册或采取其他类似的保护此类职务成果上的知识产权的措施，并且签署所有文件及完成甲方或甲方指定人成为该职务成果上的专利权、商标权、版权、设计权或其他知识产权之权利人所必须的一切行动和程序。

3. 对乙方做出的与甲方经营范围有关的非职务的成果，甲方有优先受让权，在同等条件下，乙方应将商业秘密、非职务发明、专用技术等成果许可或转让给甲方使用，甲方应向乙方支付合理报酬。

4. 乙方对其在甲方任职期间编制或得到的与甲方业务或事业有关的一切设备、文件及资料（包括但不限于电脑、软件、程序、数据、模型、测试记录、工作手册、书信往来、传真、电话记录、客户名单、笔记、备忘录、计划）等，在任何时候均归甲方所有，甲方有随时查阅的权利。双方在劳动关系存续时或终止后，如甲方要求，乙方应及时予以归还，或者根据甲方需要销毁上述文件、资料。

### 三、争议解决方式

1. 本协议的签署、有效性、解释、履行、执行及争议解决，均适用中国法律并受其管辖。

2. 甲乙双方就本合同履行过程中发生争议，双方应首先协商解决。协商解决不成的，任何一方可向协议签订地人民法院进行起诉。败诉方应全额承担胜诉方为处理本案纠纷而支付的律师费、诉讼费、保全费等全部诉讼费用。

3. 在诉讼期间，甲乙双方有未完成的协议义务的，应当继续履行完毕。

### 四、通知与送达

1. 甲乙双方约定以下通信地址为双方通知或文件的送达地址：

甲方送达地址：长沙高新开发区麓龙路 199 号麓谷商务中心 BDC 座 515A316

房（集群注册）

电子邮件送达地址：wuhaimei@baidemed.com

乙方送达地址：湖南省洞口县水东乡官冲村暗山冲组 18 号

电子邮件送达地址：

2. 如上述地址未约定的，以双方当事人签署合同的通信地址作为送达地址。送达地址未经书面变更通知，一直有效。一方给另一方的通知或文件按送达地址邮寄视为送达。如按上述地址邮寄文件被邮政部门退回的，退回之日视为送达之日。如以电子邮箱方式送达，收到邮箱发出的确认信息后，视为送达。

3. 如因本协议纠纷导致仲裁/诉讼时，双方同意本协议所列联系方式作为仲裁委/法院的送达地址，适用于仲裁委/法院的送达、审理、执行等各个阶段。

## 五、协议生效

1. 本协议经甲、乙双方签字盖章后生效。本合同一式贰份，甲、乙双方各执壹份，各份均具有同等法律效力。

2. 本合同未尽事宜，由甲、乙双方另行议定，并签订补充协议。

3. 生效后将取代以前所达成的所有口头的或书面的，明示的或暗示的协议或者承诺。

4. 本协议的法律效力不因甲乙双方解除或终止履行《劳动合同》而停止。

## 六、其他

1. 本协议的订立、效力、解释、执行、修改、终止及争议的解决，均应适用中国法律。

2. 除法律另有规定或双方协商一致外，本协议任何一方的权利和义务不得转让。

3. 如本协议的任何条款被裁定无效，则其无效部分不得实施，并应被视为不包含在本协议中，但不会使本协议的其余条款无效（法律有强制规定的除外）。各方则应尽一切合理努力以有效的替代条款替换该无效的条款，替代条款的效力应尽可能与该无效条款的原定效力相同。

4. 标题只作为本协议的指导性说明，并不影响或限制本协议条款的解释或

阐述。

5. 任何一方未能或延迟行使和/或享受其根据本协议享有的权利和/或利益,不应视为对该等权利和/或利益的放弃,且对该等权利和/或利益的部分行使不应妨碍未来对此等权利和/或利益的行使。

6. 本协议赋予各方的权利或补救措施并不排除各方依照中国法律所享有的其他权利和补救措施,亦不排除于本协议生效后颁布的中国法律或者其他具有法律效力的文件所赋予的其他各项权利和补救措施。

7. 在签订本协议时,甲、乙方对协议的所有条款均无疑义并对各自有关权利、义务和责任条款的法律含义有准确无误的理解。

(以下为签字页，无正文)

甲方：湖南百德医疗科技有限公司（公章）

法定代表人（签字）：\_\_\_\_\_

乙方（签字及盖手印）：\_\_\_\_\_

日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

## 保密及竞业限制协议

甲 方：百德（苏州）医疗有限公司

法定代表人：吴海梅

住所：苏州市太仓港经济技术开发区银港路 52 号太仓生物港 7 号楼 5 层

联系电话：13560026976

乙 方：杨兴瑞

身份证号码：32010619450125281X

联系地址：南京市建邺区新安江街 76 号 8 幢一单元 1501 室

电话：18951619081

鉴于：

1. 甲乙双方于【2020】年【7】月【6】签署了《劳动合同书》建立劳动关系, 合同期限为【2020】年【7】月【6】日至【长期】。

2. 乙方在工作过程中已知悉或可能知悉甲方的商业秘密（包括但不限于甲方以及甲方的关联公司的产品、技术、生产工艺、财务、客户、组织机构等方面的各种形式的信息和资料）。

3. 甲乙双方确认：甲方已对自身的商业秘密采取了相匹配的保密措施。乙方确认在工作期间，在履行职务的过程中有机会且接触和了解甲方的商业秘密。

4. 乙方理解并确认：对甲方商业秘密的任何公开、泄露，将会严重损害甲方的经济利益或使甲方处于非常不利的竞争地位，乙方应承担保密义务。

5. 本协议由双方签订于【广州】市。

为保护甲方合法权益不受侵犯, 甲乙双方本着平等自愿和诚信的原则，根据中华人民共和国和公司所在地有关法律、法规，在自愿、平等、协商一致的基础上订立本协议并承诺共同遵守：

### 第一部分 保密协议



## 一、商业秘密的内容

1. 本协议的商业秘密是指不为甲方以及甲方的关联公司以外的公众所知悉、能为甲方带来经济利益,具有实用性并经甲方采取保密措施的技术信息和经营信息。其中:

(1) 技术信息,包括但不限于工作进度、技术方案、诀窍、方法、源代码、产品组成、工艺流程、生产结构、用料规格、技术指标、数据库、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、样品、公式、构成、工序、发现、机器、模型、装置、规格、发明、计算机程序、研究项目或类似项目、技术文档、相关的函电;

(2) 经营信息,包括但不限于有关成本、利润、采购、市场、销售、客户名单、行销计划、采购资料、定价政策、财务资料、进货渠道、法律事务信息、人力资源信息、研究与开发或未来的营销或推销计划及有关未来开发的信息(例如研究与开发或未来的营销或推销计划)。

2. 经甲方和第三方协议约定的保密信息视同甲方的商业秘密,适用本协议。

## 二、保密规章和制度

1. 乙方确认其在任职期间有遵守甲方的保密要求、规章、制度,履行与其工作岗位相应的保密职责。遇到甲方保密规章、制度中未规定或者规定不明确的方面时,乙方亦应本着谨慎、负责的态度,采取必要、合理的措施,保守其于任职期间知悉或者持有的任何属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密。

2. 禁止任何人窃取甲方商业秘密。乙方无论在职抑或离职期间均对其发现的窃取甲方商业秘密的行为负有揭发、举报义务。

3. 乙方承诺仅将商业秘密信息用于完成其甲方分配的工作任务,并在甲方要求时立即将商业秘密信息及所有复制品交还甲方。除履行职务需要之外(包括离职之后),乙方从未以及不得未经甲方书面授权或者许可,以摘抄、复制、传真、拍照、电子邮件等方式占有、传播、出售、使用或允许他人(包括不该知悉该项秘密的甲方的其他职员)使用甲方的商业秘密或者属于第三方但甲方承诺有保密义务的商业秘密,也不得在履行职务之外(包括离职之后)的任何时候使用本协议项下的秘密信息。

4. 甲乙双方确认，对甲方的商业秘密进行保密，是乙方的法定义务和具备职业操守的体现。甲方已向乙方支付保密费用，该保密费用已经包括于甲方支付给乙方的工资之中。

5. 乙方确认其在职期间以电子数据形式记存甲方商业秘密的软件、文档的使用范围只限于甲方同意使用的计算机系统。

6. 乙方在本条款项下的义务在本协议届满或终止后以及甲方与乙方的雇用关系终止后继续有效。

### 三、秘密信息的载体

1. 乙方因职务上的需要所持有或保管的一切记录有甲方秘密信息的文件、资料、图表、笔记、报告、信件、传真、磁带、磁盘、仪器以及其他任何形式的载体均归甲方所有，无论这些秘密信息有无商业上的价值。未经甲方事先书面同意，乙方不得将上述材料带离甲方办公区域或擅自以任何形式复制。乙方确认其在职期间并未将上述材料带离甲方办公区域或擅自以任何形式复制。

2. 乙方与甲方的劳动关系终止(包括解除)的，或者甲方提出要求的，应当办理商业秘密的交接手续，立即返还所有以各种形式保存的属于甲方所有的全部财物和载有甲方秘密信息的一切载体，任何时候不得将这些载体及其复制件擅自保留或交给其他任何单位或个人。未办理或者未办理完全商业秘密交接手续的，甲方有权拒绝为乙方办理离职手续。乙方确认截至本协议签署之日，其并未制作或保留该等信息和资料的任何复制品。

### 四、保密期限

1. 甲乙双方确认，乙方的保密义务自甲方对本协议第一条所述的商业秘密采取适当的保密措施并告知乙方时开始，到该商业秘密由甲方公开时止。

2. 无论乙方因何种原因离职，乙方离职之后（自离职之日起）仍应当保守在甲方任职期间接触、知悉的属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密，承担同在甲方任职期间一样的保密义务。

### 五、任职期间

本协议中所称的任职期间，是指甲乙双方签署的《劳动合同》中约定的劳动

合同期限。本协议中所称的离职，是指任一方明确表示解除甲乙双方聘用关系并将此种意愿付诸事实的行为，包括辞职、辞退等正常离职和非正常离职。

## 六、侵权责任

1. 乙方违反本协议任何约定的，应当承担违约责任，无论是对于其离职后发生的抑或是离职后才发现的在职期间发生的泄密或违约行为，乙方均应一次性向甲方支付违约金【十】万元人民币，前述违约金不足以赔偿甲方的经济损失的，应当继续赔偿甲方损失。

2. 前款所述损失赔偿按照如下方式计算：

(1) 损失赔偿额为甲方因乙方的违约行为所受到的经济损失（包括实际经济损失和可预期收益损失）。

(2) 如果甲方的损失依照（1）款所述的计算方法难以计算的，损失赔偿额为乙方因违约行为所获得的全部利润；或者以不低于甲方给予其他第三方商业秘密许可使用费的合理数额作为损失赔偿额。

(3) 甲方因调查乙方的违约行为而支付的合理费用（包括但不限于差旅费、律师费、诉讼费），应当包含在损失赔偿额之内。

3. 因乙方的违约行为侵犯了甲方的权利的，甲方可以选择根据本协议要求乙方承担违约责任，或者根据国家有关法律、法规通过司法的方式要求乙方承担侵权法律责任。

## 第二部分 竞业限制协议

### 一、竞业限制

1. 除非得到甲方董事会的事先书面同意，乙方离职后不得直接或间接参与、进行或牵涉进任何在任何方面与甲方业务相竞争或相似的业务。

2. 乙方确认其在被甲方聘用期间，并未直接或间接参与任何其它（竞争或其它）业务，并未在其他任何公司或者营利性组织中以任何形式兼职。

3. 竞业限制期限为甲乙双方解除或终止劳动合同（不论终止或解除的理由，亦不论终止或者解除是否有理由）之日起的 24 个月内，乙方不得自营或以任何方式直接或间接地帮助任何第三方经营、开展、推进与甲方有竞争的业务。

4. 负有竞业限制义务的乙方不得以直接或间接的方式为以下单位工作或任

职：

(1) 与甲方有业务竞争关系的单位（包括但不限于在研究、生产、销售或维护与甲方业务相同的企业或事业单位）；

(2) 与甲方有业务竞争关系的单位在中华人民共和国及公司关联企业所在的其他任何地方直接或间接的设立、参股、控股、实际控制的公司、企业、研发机构、咨询调查机构等经济组织；

(3) 其他与甲方有竞争业务或者作为甲方竞争对手[甲方的竞争对手，是指在本行业或领域中，拥有与甲方相同或相似资源（包括人力、资金、产品、环境、渠道、品牌、智力、像貌、体力等资源）的个体（或团体），并且该个体（或团体）的目标与甲方相同或相近似，产生的行为会给甲方带来一定的利益影响]的单位。

5. 负有竞业限制义务的乙方不得进行下列行为：

(1) 与甲方的客户发生商业接触。该种商业接触包括为其提供信息、提供服务、收取订单、直接或间接转移公司的业务的行为以及其他各种对甲方的业务产生或有可能产生不利影响的行为，不论是否获得利益。

(2) 就甲方届时开展的任何一类的业务而言，唆使、介入或试图诱使甲方的重要顾客、客户、供货商、代理、分销商、或职工（但不包括低职位的职工）、顾问的任何个人脱离甲方或者中断与甲方的业务关系。

(3) 直接或间接在本协议所列与甲方有业务竞争关系单位中拥有股份或利益、接受服务或获取利益。

(4) 乙方以任何身份或与他人合作直接参与生产、经营与甲方有竞争关系的同类产品或业务。乙方特别承诺，不得与甲方及甲方关联公司（包括中国境内及香港）的现有或曾经或将来的员工进行合作，从事与甲方有竞争关系的行业或生产与甲方有竞争性的产品。

(5) 直接或间接引诱、要求、劝说、雇用或鼓励任何甲方的其他员工离职，或试图引诱、要求、劝说、雇用、鼓励或带走公司的其他员工，不论何种理由或有无理由，不论是否为自身或任何其他个人或组织的利益。不得以其个人名义或以任何第三方名义怂恿或诱使任何甲方的员工在其他单位任职。

(6) 向与甲方有竞争关系的单位直接或间接提供任何形式的咨询服务、合作或劳务。

(7) 以任何身份和方式,实施、进行、参与或牵涉进任何涉及向在中国以及任何其它由甲方在相关时间内进行此类销售或供应的区域内的顾客销售或提供产品或服务的业务或活动,并与甲方正在或在停止聘用之 24 个月内曾经开展的业务相竞争。

(8) 不论乙方因何种原因离开甲方,乙方均应在进入新用人单位就职前向甲方书面说明新任职的用人单位的名称、性质和主营业务。

(9) 竞业限制期限内,乙方不得以甲方的名义对外做任何形式的承诺或签订任何形式的合同;乙方不得使用或允许任何第三方使用由甲方使用的任何名称、标志或其它知识产权,或者可能与甲方之名称、标志、其它知识产权相混淆的名称或标志。

## 二、义务的履行和解除

1. 乙方在离开甲方时即承担竞业限制义务,但甲方可在乙方离职前或离职后通过书面通知的形式解除乙方的竞业限制义务;本协议所约定的竞业限制义务自上述通知指定之日起解除,同时甲方将不再支付竞业限制补偿金。此种解除不能理解为解除保密义务。

2. 在乙方完全履行竞业限制义务的情况下,甲方未按本协议约定支付竞业限制补偿金、且经乙方书面要求仍未支付的,乙方可以解除竞业限制协议。双方如因竞业限制补偿金发生争议的,在争议解决期间,乙方不得主张免除竞业限制义务。

## 三、竞业限制经济补偿

1. 负有竞业限制义务的乙方,不论在任何情况下与甲方终止或者解除劳动关系,在竞业限制期间内,乙方应严格遵守本协议有关竞业限制的规定,甲方则向乙方支付竞业限制补偿金。

2. 竞业限制的补偿费,为乙方在劳动合同解除或者终止前十二个月平均工资的 20%,但若补偿金的数额低于届时适用的法律、法规所允许的最低数额,则补偿金的数额应作相应调整。甲方按月支付,并代扣代缴个人所得税。乙方指定收款账户信息:

户名:杨兴瑞

开户行：中国工商银行

帐号：6222 0243 0100 6369 092

3. 乙方应当在每季第一个月以亲自送达或挂号邮寄的方式向甲方提供履行竞业限制义务的证明，该证明包括但不限于其所就职单位的证明（在该单位缴纳社保的证明等）以及乙方作出的保证履行竞业限制义务的书面承诺。

4. 乙方应在离职前向甲方书面提供其本人的银行账户用于甲方支付竞业限制补偿金，乙方未提供账户、提供账户错误、账户注销等各种原因导致甲方无法支付该等竞业限制补偿金的，因此造成的损失由乙方自行承担，且在此期间不免除乙方的竞业限制义务。

5. 乙方拒绝接受、自行放弃、不领取竞业限制补偿金，或因乙方原因导致甲方无法正常发放竞业限制补偿金的，因此造成的损失由乙方自行承担，且不免除乙方的竞业限制义务。

6. 若甲方迟延支付不竞争补偿金超过六个月，乙方可在向甲方发出书面通知，若甲方书面回复无正当理由不履行支付补偿金义务，则乙方可终止履行上述竞业限制的义务。

7. 如果甲方于停聘日前一个月或竞业限制期间内每月付款日前一个月（视情况而定）向乙方提出取消竞业限制补偿金的支付，则视为乙方被免于承担竞业限制义务。乙方无权要求甲方支付其免于承担不竞争义务期间的不竞争补偿金或任何其它补偿金。

#### 四、违约责任

1. 如乙方违反竞业限制义务的，甲方将停止支付竞业限制补偿金，并有权要求乙方纠正违约行为，乙方因此所取得的利益归甲方所有，且乙方应向甲方返还甲方已支付给乙方的补偿金。

2. 乙方如违反本协议，应当一次性向甲方支付违约金，违约金为上述约定的竞业限制补偿金总额的五倍。如违约金不足弥补甲方实际损失的，甲方还有权要求乙方按照实际损失向甲方承担赔偿责任。损失的数额可由甲方委托的有资质的评估机构评定。损害赔偿的支付，不影响甲方因乙方违约而享有的其它救济权利。

3. 乙方依照本协议约定承担赔偿责任和其他民事责任后，甲方仍保留提请

司法途径追究乙方刑事及行政责任的权利。

## 五、定义

1. 公司的业务包括：参考营业执照上经营范围的内容。
2. 工作、任职：指乙方与任一单位建立劳动关系或劳务关系，或者为该单位提供商品、服务，不论是直接或间接、有偿或无偿、兼职或专职。
3. 获取利益：指乙方从任一单位获得报酬、分红、报销等形式的经济利益，或者获得服务、实物。
4. 客户：指终止或解除劳动关系之日起前与甲方有过业务往来的客户，同时也包括甲方在乙方离职时甲方正在评估、谈判、接触或准备发展的客户。
5. 实际损失包括但不限于以下：
  - (1) 甲方由于乙方违反竞业限制的行为所遭受的直接和间接的损失；
  - (2) 甲方为了因调查、处理、纠正乙方违反竞业限制的行为所付出的经济代价，包括但不限于律师费、诉讼费、评估费、调查取证费等。

## 第三部分 共同条款

### 一、特别约定

1. 乙方向甲方声明并保证，乙方没有与其他人达成过可能妨碍乙方全面遵守本协议的条款和条件的任何协议。
2. 乙方向甲方声明并保证，乙方受雇于甲方并不会导致不履行其对任何其它人的义务或披露任何其它人的任何秘密。
3. 如果根据适用法律、法规的规定，本协议需要办理批准、登记等手续方可生效或为履行乙方在本协议项下的义务需要办理批准或其它手续，则乙方承诺协助甲方办理有关手续并签署所有必要的文件。
4. 乙方承诺，离职后，其将告知新雇主其在劳动合同和/或本协议项下须继续履行的义务，并有义务协助甲方向其新雇主发出该等通知。

### 二、成果归属

1. 乙方在与甲方终止或解除劳动关系前及其离职后两年内，由乙方本人或乙方与第三方合作研制，开发，撰写的（1）与甲方、其关联公司及子公司业务

有关的，或（2）部分或全部通过为甲方工作的时间或使用甲方设备、物资、设施或商业秘密完成的，或（3）由于甲方、其关联公司及子公司分配给乙方任务，或乙方在履行工作或其职责范围内产生的，设想、设计、标记、发现、发明、作品等成果（“职务成果”）应为专属于甲方的财产。

2. 在任何时候，就任何职务成果，只要甲方认为有必要的，乙方应配合以甲方或甲方指定人为权利人将相关职务成果申请注册或采取其他类似的保护此类职务成果上的知识产权的措施，并且签署所有文件及完成甲方或甲方指定人成为该职务成果上的专利权、商标权、版权、设计权或其他知识产权之权利人所必须的一切行动和程序。

3. 对乙方做出的与甲方经营范围有关的非职务的成果，甲方有优先受让权，在同等条件下，乙方应将商业秘密、非职务发明、专用技术等成果许可或转让给甲方使用，甲方应向乙方支付合理报酬。

4. 乙方对其在甲方任职期间编制或得到的与甲方业务或事业有关的一切设备、文件及资料（包括但不限于电脑、软件、程序、数据、模型、测试记录、工作手册、书信往来、传真、电话记录、客户名单、笔记、备忘录、计划）等，在任何时候均归甲方所有，甲方有随时查阅的权利。双方在劳动关系存续时或终止后，如甲方要求，乙方应及时予以归还，或者根据甲方需要销毁上述文件、资料。

### 三、争议解决方式

1. 本协议的签署、有效性、解释、履行、执行及争议解决，均适用中国法律并受其管辖。

2. 甲乙双方就本合同履行过程中发生争议，双方应首先协商解决。协商解决不成的，任何一方可向协议签订地人民法院进行起诉。败诉方应全额承担胜诉方为处理本案纠纷而支付的律师费、诉讼费、保全费等全部诉讼费用。

3. 在诉讼期间，甲乙双方有未完成的协议义务的，应当继续履行完毕。

### 四、通知与送达

1. 甲乙双方约定以下通信地址为双方通知或文件的送达地址：

甲方送达地址：苏州市太仓港经济技术开发区银港路 52 号太仓生物港 7 号楼 5 层



电子邮件送达地址: wuhaimei@baidemed.com

乙方送达地址: 南京市建邺区新安江街 76 号 8 幢一单元 1501 室

电子邮件送达地址: bpy1998@163.com

2. 如上述地址未约定的, 以双方当事人签署合同的通信地址作为送达地址。送达地址未经书面变更通知, 一直有效。一方给另一方的通知或文件按送达地址邮寄视为送达。如按上述地址邮寄文件被邮政部门退回的, 退回之日视为送达之日。如以电子邮箱方式送达, 收到邮箱发出的确认信息后, 视为送达。

3. 如因本协议纠纷导致仲裁/诉讼时, 双方同意本协议所列联系方式作为仲裁委/法院的送达地址, 适用于仲裁委/法院的送达、审理、执行等各个阶段。

## 五、协议生效

1. 本协议经甲、乙双方签字盖章后生效。本合同一式贰份, 甲、乙双方各执壹份, 各份均具有同等法律效力。

2. 本合同未尽事宜, 由甲、乙双方另行议定, 并签订补充协议。

3. 生效后将取代以前所达成的所有口头的或书面的, 明示的或暗示的协议或者承诺。

4. 本协议的法律效力不因甲乙双方解除或终止履行《劳动合同》而停止。

## 六、其他

1. 本协议的订立、效力、解释、执行、修改、终止及争议的解决, 均应适用中国法律。

2. 除法律另有规定或双方协商一致外, 本协议任何一方的权利和义务不得转让。

3. 如本协议的任何条款被裁定无效, 则其无效部分不得实施, 并应被视为不包含在本协议中, 但不会使本协议的其余条款无效(法律有强制规定的除外)。各方则应尽一切合理努力以有效的替代条款替换该无效的条款, 替代条款的效力应尽可能与该无效条款的原定效力相同。

4. 标题只作为本协议的指导性说明, 并不影响或限制本协议条款的解释或阐述。

5. 任何一方未能或延迟行使和/或享受其根据本协议享有的权利和/或利益,不应视为对该等权利和/或利益的放弃,且对该等权利和/或利益的部分行使不应妨碍未来对此等权利和/或利益的行使。

6. 本协议赋予各方的权利或补救措施并不排除各方依照中国法律所享有的其他权利和补救措施,亦不排除于本协议生效后颁布的中国法律或者其他具有法律效力的文件所赋予的其他各项权利和补救措施。

7. 在签订本协议时,甲、乙方对协议的所有条款均无疑义并对各自有关权利、义务和责任条款的法律含义有准确无误的理解。

(以下为签字页，无正文)

甲方：百德（苏州）医疗有限公司（公章）

法定代表人（签字）：\_\_\_\_\_

乙方（签字及盖手印）：\_\_\_\_\_

日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

## 保密及竞业限制协议

甲 方：百德（苏州）医疗有限公司广东分公司

法定代表人：吴海梅

住所：广州市天河区天河路 490 号 3009 房

联系电话：13560026976

乙 方：邱荃

身份证号码：445281199204213048

联系地址：广州市越秀区白云路 45 号之三 408 房

电话：15913165120

鉴于：

1. 甲乙双方于【2021】年【2】月【1】签署了《劳动合同书》建立劳动关系, 合同期限为【2021】年【2】月【1】日至【长期】。

2. 乙方在工作过程中已知悉或可能知悉甲方的商业秘密（包括但不限于甲方以及甲方的关联公司的产品、技术、生产工艺、财务、客户、组织机构等方面的各种形式的信息和资料）。

3. 甲乙双方确认：甲方已对自身的商业秘密采取了相匹配的保密措施。乙方确认在工作期间，在履行职务的过程中有机会且接触和了解甲方的商业秘密。

4. 乙方理解并确认：对甲方商业秘密的任何公开、泄露，将会严重损害甲方的经济利益或使甲方处于非常不利的竞争地位，乙方应承担保密义务。

5. 本协议由双方签订于【广州】市。

为保护甲方合法权益不受侵犯, 甲乙双方本着平等自愿和诚信的原则，根据中华人民共和国和公司所在地有关法律、法规，在自愿、平等、协商一致的基础上订立本协议并承诺共同遵守：

### 第一部分 保密协议

## 一、商业秘密的内容

1. 本协议的商业秘密是指不为甲方以及甲方的关联公司以外的公众所知悉、能为甲方带来经济利益,具有实用性并经甲方采取保密措施的技术信息和经营信息。其中:

(1) 技术信息,包括但不限于工作进度、技术方案、诀窍、方法、源代码、产品组成、工艺流程、生产结构、用料规格、技术指标、数据库、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、样品、公式、构成、工序、发现、机器、模型、装置、规格、发明、计算机程序、研究项目或类似项目、技术文档、相关的函电;

(2) 经营信息,包括但不限于有关成本、利润、采购、市场、销售、客户名单、行销计划、采购资料、定价政策、财务资料、进货渠道、法律事务信息、人力资源信息、研究与开发或未来的营销或推销计划及有关未来开发的信息(例如研究与开发或未来的营销或推销计划)。

2. 经甲方和第三方协议约定的保密信息视同甲方的商业秘密,适用本协议。

## 二、保密规章和制度

1. 乙方确认其在任职期间有遵守甲方的保密要求、规章、制度,履行与其工作岗位相应的保密职责。遇到甲方保密规章、制度中未规定或者规定不明确的方面时,乙方亦应本着谨慎、负责的态度,采取必要、合理的措施,保守其于任职期间知悉或者持有的任何属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密。

2. 禁止任何人窃取甲方商业秘密。乙方无论在职抑或离职期间均对其发现的窃取甲方商业秘密的行为负有揭发、举报义务。

3. 乙方承诺仅将商业秘密信息用于完成其甲方分配的工作任务,并在甲方要求时立即将商业秘密信息及所有复制品交还甲方。除履行职务需要之外(包括离职之后),乙方从未以及不得未经甲方书面授权或者许可,以摘抄、复制、传真、拍照、电子邮件等方式占有、传播、出售、使用或允许他人(包括不该知悉该项秘密的甲方的其他职员)使用甲方的商业秘密或者属于第三方但甲方承诺有保密义务的商业秘密,也不得在履行职务之外(包括离职之后)的任何时候使用本协议项下的秘密信息。

4. 甲乙双方确认，对甲方的商业秘密进行保密，是乙方的法定义务和具备职业操守的体现。甲方已向乙方支付保密费用，该保密费用已经包括于甲方支付给乙方的工资之中。

5. 乙方确认其在职期间以电子数据形式记存甲方商业秘密的软件、文档的使用范围只限于甲方同意使用的计算机系统。

6. 乙方在本条款项下的义务在本协议届满或终止后以及甲方与乙方的雇用关系终止后继续有效。

### 三、秘密信息的载体

1. 乙方因职务上的需要所持有或保管的一切记录有甲方秘密信息的文件、资料、图表、笔记、报告、信件、传真、磁带、磁盘、仪器以及其他任何形式的载体均归甲方所有，无论这些秘密信息有无商业上的价值。未经甲方事先书面同意，乙方不得将上述材料带离甲方办公区域或擅自以任何形式复制。乙方确认其在职期间并未将上述材料带离甲方办公区域或擅自以任何形式复制。

2. 乙方与甲方的劳动关系终止(包括解除)的，或者甲方提出要求的，应当办理商业秘密的交接手续，立即返还所有以各种形式保存的属于甲方所有的全部财物和载有甲方秘密信息的一切载体，任何时候不得将这些载体及其复制件擅自保留或交给其他任何单位或个人。未办理或者未办理完全商业秘密交接手续的，甲方有权拒绝为乙方办理离职手续。乙方确认截至本协议签署之日，其并未制作或保留该等信息和资料的任何复制品。

### 四、保密期限

1. 甲乙双方确认，乙方的保密义务自甲方对本协议第一条所述的商业秘密采取适当的保密措施并告知乙方时开始，到该商业秘密由甲方公开时止。

2. 无论乙方因何种原因离职，乙方离职之后（自离职之日起）仍应当保守在甲方任职期间接触、知悉的属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密，承担同在甲方任职期间一样的保密义务。

### 五、任职期间

本协议中所称的任职期间，是指甲乙双方签署的《劳动合同》中约定的劳动

合同期限。本协议中所称的离职，是指任一方明确表示解除甲乙双方聘用关系并将此种意愿付诸事实的行为，包括辞职、辞退等正常离职和非正常离职。

## 六、侵权责任

1. 乙方违反本协议任何约定的，应当承担违约责任，无论是对于其离职后发生的抑或是离职后才发现的在职期间发生的泄密或违约行为，乙方均应一次性向甲方支付违约金【十】万元人民币，前述违约金不足以赔偿甲方的经济损失的，应当继续赔偿甲方损失。

2. 前款所述损失赔偿按照如下方式计算：

(1) 损失赔偿额为甲方因乙方的违约行为所受到的经济损失（包括实际经济损失和可预期收益损失）。

(2) 如果甲方的损失依照（1）款所述的计算方法难以计算的，损失赔偿额为乙方因违约行为所获得的全部利润；或者以不低于甲方给予其他第三方商业秘密许可使用费的合理数额作为损失赔偿额。

(3) 甲方因调查乙方的违约行为而支付的合理费用（包括但不限于差旅费、律师费、诉讼费），应当包含在损失赔偿额之内。

3. 因乙方的违约行为侵犯了甲方的权利的，甲方可以选择根据本协议要求乙方承担违约责任，或者根据国家有关法律、法规通过司法的方式要求乙方承担侵权法律责任。

## 第二部分 竞业限制协议

### 一、竞业限制

1. 除非得到甲方董事会的事先书面同意，乙方离职后不得直接或间接参与、进行或牵涉进任何在任何方面与甲方业务相竞争或相似的业务。

2. 乙方确认其在被甲方聘用期间，并未直接或间接参与任何其它（竞争或其它）业务，并未在其他任何公司或者营利性组织中以任何形式兼职。

3. 竞业限制期限为甲乙双方解除或终止劳动合同（不论终止或解除的理由，亦不论终止或者解除是否有理由）之日起的 24 个月内，乙方不得自营或以任何方式直接或间接地帮助任何第三方经营、开展、推进与甲方有竞争的业务。

4. 负有竞业限制义务的乙方不得以直接或间接的方式为以下单位工作或任

职:

(1) 与甲方有业务竞争关系的单位(包括但不限于在研究、生产、销售或维护与甲方业务相同的企业或事业单位);

(2) 与甲方有业务竞争关系的单位在中华人民共和国及公司关联企业所在的其他任何地方直接或间接的设立、参股、控股、实际控制的公司、企业、研发机构、咨询调查机构等经济组织;

(3) 其他与甲方有竞争业务或者作为甲方竞争对手[甲方的竞争对手,是指在本行业或领域中,拥有与甲方相同或相似资源(包括人力、资金、产品、环境、渠道、品牌、智力、像貌、体力等资源)的个体(或团体),并且该个体(或团体)的目标与甲方相同或相近似,产生的行为会给甲方带来一定的利益影响]的单位。

5. 负有竞业限制义务的乙方不得进行下列行为:

(1) 与甲方的客户发生商业接触。该种商业接触包括为其提供信息、提供服务、收取订单、直接或间接转移公司的业务的行为以及其他各种对甲方的业务产生或有可能产生不利影响的行为,不论是否获得利益。

(2) 就甲方届时开展的任何一类的业务而言,唆使、介入或试图诱使甲方的重要顾客、客户、供货商、代理、分销商、或职工(但不包括低职位的职工)、顾问的任何个人脱离甲方或者中断与甲方的业务关系。

(3) 直接或间接在本协议所列与甲方有业务竞争关系单位中拥有股份或利益、接受服务或获取利益。

(4) 乙方以任何身份或与他人合作直接参与生产、经营与甲方有竞争关系的同类产品或业务。乙方特别承诺,不得与甲方及甲方关联公司(包括中国境内及香港)的现有或曾经或将来的员工进行合作,从事与甲方有竞争关系的行业或生产与甲方有竞争性的产品。

(5) 直接或间接引诱、要求、劝说、雇用或鼓励任何甲方的其他员工离职,或试图引诱、要求、劝说、雇用、鼓励或带走公司的其他员工,不论何种理由或有无理由,不论是否为自身或任何其他个人或组织的利益。不得以其个人名义或以任何第三方名义怂恿或诱使任何甲方的员工在其他单位任职。

(6) 向与甲方有竞争关系的单位直接或间接提供任何形式的咨询服务、合作或劳务。



(7) 以任何身份和方式,实施、进行、参与或牵涉进任何涉及向在中国以及任何其它由甲方在相关时间内进行此类销售或供应的区域内的顾客销售或提供产品或服务的业务或活动,并与甲方正在或在停止聘用之 24 个月内曾经开展的业务相竞争。

(8) 不论乙方因何种原因离开甲方,乙方均应在进入新用人单位就职前向甲方书面说明新任职的用人单位的名称、性质和主营业务。

(9) 竞业限制期限内,乙方不得以甲方的名义对外做任何形式的承诺或签订任何形式的合同;乙方不得使用或允许任何第三方使用由甲方使用的任何名称、标志或其它知识产权,或者可能与甲方之名称、标志、其它知识产权相混淆的名称或标志。

## 二、义务的履行和解除

1. 乙方在离开甲方时即承担竞业限制义务,但甲方可在乙方离职前或离职后通过书面通知的形式解除乙方的竞业限制义务;本协议所约定的竞业限制义务自上述通知指定之日起解除,同时甲方将不再支付竞业限制补偿金。此种解除不能理解为解除保密义务。

2. 在乙方完全履行竞业限制义务的情况下,甲方未按本协议约定支付竞业限制补偿金、且经乙方书面要求仍未支付的,乙方可以解除竞业限制协议。双方如因竞业限制补偿金发生争议的,在争议解决期间,乙方不得主张免除竞业限制义务。

## 三、竞业限制经济补偿

1. 负有竞业限制义务的乙方,不论在任何情况下与甲方终止或者解除劳动关系,在竞业限制期间内,乙方应严格遵守本协议有关竞业限制的规定,甲方则向乙方支付竞业限制补偿金。

2. 竞业限制的补偿费,为乙方在劳动合同解除或者终止前十二个月平均工资的 20%,但若补偿金的数额低于届时适用的法律、法规所允许的最低数额,则补偿金的数额应作相应调整。甲方按月支付,并代扣代缴个人所得税。乙方指定收款账户信息:

户名:邱荃

开户行：中国民生银行广州东山支行

帐号：6216 9103 0515 5233

3. 乙方应当在每季第一个月以亲自送达或挂号邮寄的方式向甲方提供履行竞业限制义务的证明，该证明包括但不限于其所就职单位的证明（在该单位缴纳社保的证明等）以及乙方作出的保证履行竞业限制义务的书面承诺。

4. 乙方应在离职前向甲方书面提供其本人的银行账户用于甲方支付竞业限制补偿金，乙方未提供账户、提供账户错误、账户注销等各种原因导致甲方无法支付该等竞业限制补偿金的，因此造成的损失由乙方自行承担，且在此期间不免除乙方的竞业限制义务。

5. 乙方拒绝接受、自行放弃、不领取竞业限制补偿金，或因乙方原因导致甲方无法正常发放竞业限制补偿金的，因此造成的损失由乙方自行承担，且不免除乙方的竞业限制义务。

6. 若甲方迟延支付不竞争补偿金超过六个月，乙方可在向甲方发出书面通知，若甲方书面回复无正当理由不履行支付补偿金义务，则乙方可终止履行上述竞业限制的义务。

7. 如果甲方于停聘日前一个月或竞业限制期间内每月付款日前一个月（视情况而定）向乙方提出取消竞业限制补偿金的支付，则视为乙方被免予承担竞业限制义务。乙方无权要求甲方支付其免于承担不竞争义务期间的不竞争补偿金或任何其它补偿金。

#### **四、违约责任**

1. 如乙方违反竞业限制义务的，甲方将停止支付竞业限制补偿金，并有权要求乙方纠正违约行为，乙方因此所取得的利益归甲方所有，且乙方应向甲方返还甲方已支付给乙方的补偿金。

2. 乙方如违反本协议，应当一次性向甲方支付违约金，违约金为上述约定的竞业限制补偿金总额的五倍。如违约金不足弥补甲方实际损失的，甲方还有权要求乙方按照实际损失向甲方承担赔偿责任。损失的数额可由甲方委托的有资质的评估机构评定。损害赔偿的支付，不影响甲方因乙方违约而享有的其它救济权利。

3. 乙方依照本协议约定承担赔偿责任和其他民事责任后，甲方仍保留提请

司法途径追究乙方刑事及行政责任的权利。

## 五、定义

1. 公司的业务包括：参考营业执照上经营范围的内容。
2. 工作、任职：指乙方与任一单位建立劳动关系或劳务关系，或者为该单位提供商品、服务，不论是直接或间接、有偿或无偿、兼职或专职。
3. 获取利益：指乙方从任一单位获得报酬、分红、报销等形式的经济利益，或者获得服务、实物。
4. 客户：指终止或解除劳动关系之日起前与甲方有过业务往来的客户，同时也包括甲方在乙方离职时甲方正在评估、谈判、接触或准备发展的客户。
5. 实际损失包括但不限于以下：
  - (1) 甲方由于乙方违反竞业限制的行为所遭受的直接和间接的损失；
  - (2) 甲方为了因调查、处理、纠正乙方违反竞业限制的行为所付出的经济代价，包括但不限于律师费、诉讼费、评估费、调查取证费等。

## 第三部分 共同条款

### 一、特别约定

1. 乙方向甲方声明并保证，乙方没有与其他人达成过可能妨碍乙方全面遵守本协议的条款和条件的任何协议。
2. 乙方向甲方声明并保证，乙方受雇于甲方并不会导致不履行其对任何其它人的义务或披露任何其它人的任何秘密。
3. 如果根据适用法律、法规的规定，本协议需要办理批准、登记等手续方可生效或为履行乙方在本协议项下的义务需要办理批准或其它手续，则乙方承诺协助甲方办理有关手续并签署所有必要的文件。
4. 乙方承诺，离职后，其将告知新雇主其在劳动合同和/或本协议项下须继续履行的义务，并有义务协助甲方向其新雇主发出该等通知。

### 二、成果归属

1. 乙方在与甲方终止或解除劳动关系前及其离职后两年内，由乙方本人或乙方与第三方合作研制，开发，撰写的（1）与甲方、其关联公司及子公司业务

有关的，或（2）部分或全部通过为甲方工作的时间或使用甲方设备、物资、设施或商业秘密完成的，或（3）由于甲方、其关联公司及子公司分配给乙方任务，或乙方在履行工作或其职责范围内产生的，设想、设计、标记、发现、发明、作品等成果（“职务成果”）应为专属于甲方的财产。

2. 在任何时候，就任何职务成果，只要甲方认为有必要的，乙方应配合以甲方或甲方指定人为权利人将相关职务成果申请注册或采取其他类似的保护此类职务成果上的知识产权的措施，并且签署所有文件及完成甲方或甲方指定人成为该职务成果上的专利权、商标权、版权、设计权或其他知识产权之权利人所必须的一切行动和程序。

3. 对乙方做出的与甲方经营范围有关的非职务的成果，甲方有优先受让权，在同等条件下，乙方应将商业秘密、非职务发明、专用技术等成果许可或转让给甲方使用，甲方应向乙方支付合理报酬。

4. 乙方对其在甲方任职期间编制或得到的与甲方业务或事业有关的一切设备、文件及资料（包括但不限于电脑、软件、程序、数据、模型、测试记录、工作手册、书信往来、传真、电话记录、客户名单、笔记、备忘录、计划）等，在任何时候均归甲方所有，甲方有随时查阅的权利。双方在劳动关系存续时或终止后，如甲方要求，乙方应及时予以归还，或者根据甲方需要销毁上述文件、资料。

### 三、争议解决方式

1. 本协议的签署、有效性、解释、履行、执行及争议解决，均适用中国法律并受其管辖。

2. 甲乙双方就本合同履行过程中发生争议，双方应首先协商解决。协商解决不成的，任何一方可向协议签订地人民法院进行起诉。败诉方应全额承担胜诉方为处理本案纠纷而支付的律师费、诉讼费、保全费等全部诉讼费用。

3. 在诉讼期间，甲乙双方有未完成的协议义务的，应当继续履行完毕。

### 四、通知与送达

1. 甲乙双方约定以下通信地址为双方通知或文件的送达地址：

甲方送达地址：广州市天河区天河路 490 号 3009 房

电子邮件送达地址：wuhaimei@baidemed.com

乙方送达地址：广州市越秀区白云路 45 号之三 408 房

电子邮件送达地址：qiuquan@baidemed.com

2. 如上述地址未约定的，以双方当事人签署合同的通信地址作为送达地址。送达地址未经书面变更通知，一直有效。一方给另一方的通知或文件按送达地址邮寄视为送达。如按上述地址邮寄文件被邮政部门退回的，退回之日视为送达之日。如以电子邮箱方式送达，收到邮箱发出的确认信息后，视为送达。

3. 如因本协议纠纷导致仲裁/诉讼时，双方同意本协议所列联系方式作为仲裁委/法院的送达地址，适用于仲裁委/法院的送达、审理、执行等各个阶段。

## 五、协议生效

1. 本协议经甲、乙双方签字盖章后生效。本合同一式贰份，甲、乙双方各执壹份，各份均具有同等法律效力。

2. 本合同未尽事宜，由甲、乙双方另行议定，并签订补充协议。

3. 生效后将取代以前所达成的所有口头的或书面的，明示的或暗示的协议或者承诺。

4. 本协议的法律效力不因甲乙双方解除或终止履行《劳动合同》而停止。

## 六、其他

1. 本协议的订立、效力、解释、执行、修改、终止及争议的解决，均应适用中国法律。

2. 除法律另有规定或双方协商一致外，本协议任何一方的权利和义务不得转让。

3. 如本协议的任何条款被裁定无效，则其无效部分不得实施，并应被视为不包含在本协议中，但不会使本协议的其余条款无效(法律有强制规定的除外)。各方则应尽一切合理努力以有效的替代条款替换该无效的条款，替代条款的效力应尽可能与该无效条款的原定效力相同。

4. 标题只作为本协议的指导性说明，并不影响或限制本协议条款的解释或阐述。

5. 任何一方未能或延迟行使和/或享受其根据本协议享有的权利和/或利益，

不应视为对该等权利和/或利益的放弃,且对该等权利和/或利益的部分行使不应妨碍未来对此等权利和/或利益的行使。

6. 本协议赋予各方的权利或补救措施并不排除各方依照中国法律所享有的其他权利和补救措施,亦不排除于本协议生效后颁布的中国法律或者其他具有法律效力的文件所赋予的其他各项权利和补救措施。

7. 在签订本协议时,甲、乙方对协议的所有条款均无疑义并对各自有关权利、义务和责任条款的法律含义有准确无误的理解。

(以下为签字页，无正文)

甲方：百德（苏州）医疗有限公司广东分公司（公章）

法定代表人（签字）：\_\_\_\_\_

乙方（签字及盖手印）：\_\_\_\_\_

日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

# 保密及竞业限制协议

甲 方：百德（苏州）医疗有限公司

法定代表人：吴海梅

住所：苏州市太仓港经济技术开发区银港路 52 号太仓生物港 7 号楼 5 层

联系电话：13560026976

乙 方：侯伟

身份证号码：510202196811242910

联系地址：上海市浦东新区锦绣路 800 弄 15 号 401 室

电话：13501641164

鉴于：

1. 甲乙双方于【2019】年【3】月【8】签署了《劳动合同书》建立劳动关系,合同期限为【2019】年【3】月【8】日至【2024】年【3】月【7】日。

2. 乙方在工作过程中已知悉或可能知悉甲方的商业秘密（包括但不限于甲方以及甲方的关联公司的产品、技术、生产工艺、财务、客户、组织机构等方面的各种形式的信息和资料）。

3. 甲乙双方确认：甲方已对自身的商业秘密采取了相匹配的保密措施。乙方确认在工作期间，在履行职务的过程中有机会且接触和了解甲方的商业秘密。

4. 乙方理解并确认：对甲方商业秘密的任何公开、泄露，将会严重损害甲方的经济利益或使甲方处于非常不利的竞争地位，乙方应承担保密义务。

5. 本协议由双方签订于【广州】市。

为保护甲方合法权益不受侵犯,甲乙双方本着平等自愿和诚信的原则，根据中华人民共和国和公司所在地有关法律、法规，在自愿、平等、协商一致的基础上订立本协议并承诺共同遵守：

## 第一部分 保密协议



## 一、商业秘密的内容

1. 本协议的商业秘密是指不为甲方以及甲方的关联公司以外的公众所知悉、能为甲方带来经济利益，具有实用性并经甲方采取保密措施的技术信息和经营信息。其中：

(1) 技术信息，包括但不限于工作进度、技术方案、诀窍、方法、源代码、产品组成、工艺流程、生产结构、用料规格、技术指标、数据库、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、样品、公式、构成、工序、发现、机器、模型、装置、规格、发明、计算机程序、研究项目或类似项目、技术文档、相关的函电；

(2) 经营信息，包括但不限于有关成本、利润、采购、市场、销售、客户名单、行销计划、采购资料、定价政策、财务资料、进货渠道、法律事务信息、人力资源信息、研究与开发或未来的营销或推销计划及有关未来开发的信息（例如研究与开发或未来的营销或推销计划）。

2. 经甲方和第三方协议约定的保密信息视同甲方的商业秘密，适用本协议。

## 二、保密规章和制度

1. 乙方确认其在任职期间有遵守甲方的保密要求、规章、制度，履行与其工作岗位相应的保密职责。遇到甲方保密规章、制度中未规定或者规定不明确的方面时，乙方亦应本着谨慎、负责的态度，采取必要、合理的措施，保守其于任职期间知悉或者持有的任何属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密。

2. 禁止任何人窃取甲方商业秘密。乙方无论在职抑或离职期间均对其发现的窃取甲方商业秘密的行为负有揭发、举报义务。

3. 乙方承诺仅将商业秘密信息用于完成其甲方分配的工作任务，并在甲方要求时立即将商业秘密信息及所有复制品交还甲方。除履行职务需要之外（包括离职之后），乙方从未以及不得未经甲方书面授权或者许可，以摘抄、复制、传真、拍照、电子邮件等方式占有、传播、出售、使用或允许他人（包括不该知悉该项秘密的甲方的其他职员）使用甲方的商业秘密或者属于第三方但甲方承诺有保密义务的商业秘密，也不得在履行职务之外（包括离职之后）的任何时候使用本协议项下的秘密信息。

4. 甲乙双方确认，对甲方的商业秘密进行保密，是乙方的法定义务和具备职业操守的体现。甲方已向乙方支付保密费用，该保密费用已经包括于甲方支付给乙方的工资之中。

5. 乙方确认其在职期间以电子数据形式记存甲方商业秘密的软件、文档的使用范围只限于甲方同意使用的计算机系统。

6. 乙方在本条款项下的义务在本协议届满或终止后以及甲方与乙方的雇用关系终止后继续有效。

### 三、秘密信息的载体

1. 乙方因职务上的需要所持有或保管的一切记录有甲方秘密信息的文件、资料、图表、笔记、报告、信件、传真、磁带、磁盘、仪器以及其他任何形式的载体均归甲方所有，无论这些秘密信息有无商业上的价值。未经甲方事先书面同意，乙方不得将上述材料带离甲方办公区域或擅自以任何形式复制。乙方确认其在职期间并未将上述材料带离甲方办公区域或擅自以任何形式复制。

2. 乙方与甲方的劳动关系终止(包括解除)的，或者甲方提出要求的，应当办理商业秘密的交接手续，立即返还所有以各种形式保存的属于甲方所有的全部财物和载有甲方秘密信息的一切载体，任何时候不得将这些载体及其复制件擅自保留或交给其他任何单位或个人。未办理或者未办理完全商业秘密交接手续的，甲方有权拒绝为乙方办理离职手续。乙方确认截至本协议签署之日，其并未制作或保留该等信息和资料的任何复制品。

### 四、保密期限

1. 甲乙双方确认，乙方的保密义务自甲方对本协议第一条所述的商业秘密采取适当的保密措施并告知乙方时开始，到该商业秘密由甲方公开时止。

2. 无论乙方因何种原因离职，乙方离职之后（自离职之日起）仍应当保守在甲方任职期间接触、知悉的属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密，承担同在甲方任职期间一样的保密义务。

### 五、任职期间

本协议中所称的任职期间，是指甲乙双方签署的《劳动合同》中约定的劳动

合同期限。本协议中所称的离职，是指任一方明确表示解除甲乙双方聘用关系并将此种意愿付诸事实的行为，包括辞职、辞退等正常离职和非正常离职。

## 六、侵权责任

1. 乙方违反本协议任何约定的，应当承担违约责任，无论是对于其离职后发生的抑或是离职后才发现的在职期间发生的泄密或违约行为，乙方均应一次性向甲方支付违约金【十】万元人民币，前述违约金不足以赔偿甲方的经济损失的，应当继续赔偿甲方损失。

2. 前款所述损失赔偿按照如下方式计算：

(1) 损失赔偿额为甲方因乙方的违约行为所受到的经济损失（包括实际经济损失和可预期收益损失）。

(2) 如果甲方的损失依照（1）款所述的计算方法难以计算的，损失赔偿额为乙方因违约行为所获得的全部利润；或者以不低于甲方给予其他第三方商业秘密许可使用费的合理数额作为损失赔偿额。

(3) 甲方因调查乙方的违约行为而支付的合理费用（包括但不限于差旅费、律师费、诉讼费），应当包含在损失赔偿额之内。

3. 因乙方的违约行为侵犯了甲方的权利的，甲方可以选择根据本协议要求乙方承担违约责任，或者根据国家有关法律、法规通过司法的方式要求乙方承担侵权法律责任。

## 第二部分 竞业限制协议

### 一、竞业限制

1. 除非得到甲方董事会的事先书面同意，乙方离职后不得直接或间接参与、进行或牵涉进任何在任何方面与甲方业务相竞争或相似的业务。

2. 乙方确认其在被甲方聘用期间，并未直接或间接参与任何其它（竞争或其它）业务，并未在其他任何公司或者营利性组织中以任何形式兼职。

3. 竞业限制期限为甲乙双方解除或终止劳动合同（不论终止或解除的理由，亦不论终止或者解除是否有理由）之日起的 24 个月内，乙方不得自营或以任何方式直接或间接地帮助任何第三方经营、开展、推进与甲方有竞争的业务。

4. 负有竞业限制义务的乙方不得以直接或间接的方式为以下单位工作或任

职：

(1) 与甲方有业务竞争关系的单位（包括但不限于在研究、生产、销售或维护与甲方业务相同的企业或事业单位）；

(2) 与甲方有业务竞争关系的单位在中华人民共和国及公司关联企业所在的其他任何地方直接或间接的设立、参股、控股、实际控制的公司、企业、研发机构、咨询调查机构等经济组织；

(3) 其他与甲方有竞争业务或者作为甲方竞争对手[甲方的竞争对手，是指在本行业或领域中，拥有与甲方相同或相似资源（包括人力、资金、产品、环境、渠道、品牌、智力、像貌、体力等资源）的个体（或团体），并且该个体（或团体）的目标与甲方相同或相近似，产生的行为会给甲方带来一定的利益影响]的单位。

5. 负有竞业限制义务的乙方不得进行下列行为：

(1) 与甲方的客户发生商业接触。该种商业接触包括为其提供信息、提供服务、收取订单、直接或间接转移公司的业务的行为以及其他各种对甲方的业务产生或有可能产生不利影响的行为，不论是否获得利益。

(2) 就甲方届时开展的任何一类的业务而言，唆使、介入或试图诱使甲方的重要顾客、客户、供货商、代理、分销商、或职工（但不包括低职位的职工）、顾问的任何个人脱离甲方或者中断与甲方的业务关系。

(3) 直接或间接在本协议所列与甲方有业务竞争关系单位中拥有股份或利益、接受服务或获取利益。

(4) 乙方以任何身份或与他人合作直接参与生产、经营与甲方有竞争关系的同类产品或业务。乙方特别承诺，不得与甲方及甲方关联公司（包括中国境内及香港）的现有或曾经或将来的员工进行合作，从事与甲方有竞争关系的行业或生产与甲方有竞争性的产品。

(5) 直接或间接引诱、要求、劝说、雇用或鼓励任何甲方的其他员工离职，或试图引诱、要求、劝说、雇用、鼓励或带走公司的其他员工，不论何种理由或有无理由，不论是否为自身或任何其他个人或组织的利益。不得以其个人名义或以任何第三方名义怂恿或诱使任何甲方的员工在其他单位任职。

(6) 向与甲方有竞争关系的单位直接或间接提供任何形式的咨询服务、合作或劳务。

(7) 以任何身份和方式,实施、进行、参与或牵涉进任何涉及向在中国以及任何其它由甲方在相关时间内进行此类销售或供应的区域内的顾客销售或提供产品或服务的业务或活动,并与甲方正在或在停止聘用之 24 个月内曾经开展的业务相竞争。

(8) 不论乙方因何种原因离开甲方,乙方均应在进入新用人单位就职前向甲方书面说明新任职的用人单位的名称、性质和主营业务。

(9) 竞业限制期限内,乙方不得以甲方的名义对外做任何形式的承诺或签订任何形式的合同;乙方不得使用或允许任何第三方使用由甲方使用的任何名称、标志或其它知识产权,或者可能与甲方之名称、标志、其它知识产权相混淆的名称或标志。

## 二、义务的履行和解除

1. 乙方在离开甲方时即承担竞业限制义务,但甲方可在乙方离职前或离职后通过书面通知的形式解除乙方的竞业限制义务;本协议所约定的竞业限制义务自上述通知指定之日起解除,同时甲方将不再支付竞业限制补偿金。此种解除不能理解为解除保密义务。

2. 在乙方完全履行竞业限制义务的情况下,甲方未按本协议约定支付竞业限制补偿金、且经乙方书面要求仍未支付的,乙方可以解除竞业限制协议。双方如因竞业限制补偿金发生争议的,在争议解决期间,乙方不得主张免除竞业限制义务。

## 三、竞业限制经济补偿

1. 负有竞业限制义务的乙方,不论在任何情况下与甲方终止或者解除劳动合同,在竞业限制期间内,乙方应严格遵守本协议有关竞业限制的规定,甲方则向乙方支付竞业限制补偿金。

2. 竞业限制的补偿费,为乙方在劳动合同解除或者终止前十二个月平均工资的 20%,但若补偿金的数额低于届时适用的法律、法规所允许的最低数额,则补偿金的数额应作相应调整。甲方按月支付,并代扣代缴个人所得税。乙方指定收款账户信息:

户名:

开户行：

帐号：

3. 乙方应当在每季第一个月以亲自送达或挂号邮寄的方式向甲方提供履行竞业限制义务的证明，该证明包括但不限于其所就职单位的证明（在该单位缴纳社保的证明等）以及乙方作出的保证履行竞业限制义务的书面承诺。

4. 乙方应在离职前向甲方书面提供其本人的银行账户用于甲方支付竞业限制补偿金，乙方未提供账户、提供账户错误、账户注销等各种原因导致甲方无法支付该等竞业限制补偿金的，因此造成的损失由乙方自行承担，且在此期间不免除乙方的竞业限制义务。

5. 乙方拒绝接受、自行放弃、不领取竞业限制补偿金，或因乙方原因导致甲方无法正常发放竞业限制补偿金的，因此造成的损失由乙方自行承担，且不免除乙方的竞业限制义务。

6. 若甲方迟延支付不竞争补偿金超过六个月，乙方可在向甲方发出书面通知，若甲方书面回复无正当理由不履行支付补偿金义务，则乙方可终止履行上述竞业限制的义务。

7. 如果甲方于停聘日前一个月或竞业限制期间内每月付款日前一个月（视情况而定）向乙方提出取消竞业限制补偿金的支付，则视为乙方被免于承担竞业限制义务。乙方无权要求甲方支付其免于承担不竞争义务期间的不竞争补偿金或任何其它补偿金。

#### **四、违约责任**

1. 如乙方违反竞业限制义务的，甲方将停止支付竞业限制补偿金，并有权要求乙方纠正违约行为，乙方因此所取得的利益归甲方所有，且乙方应向甲方返还甲方已支付给乙方的补偿金。

2. 乙方如违反本协议，应当一次性向甲方支付违约金，违约金为上述约定的竞业限制补偿金总额的五倍。如违约金不足弥补甲方实际损失的，甲方还有权要求乙方按照实际损失向甲方承担赔偿责任。损失的数额可由甲方委托的有资质的评估机构评定。损害赔偿的支付，不影响甲方因乙方违约而享有的其它救济权利。

3. 乙方依照本协议约定承担赔偿责任和其他民事责任后，甲方仍保留提请

司法途径追究乙方刑事及行政责任的权利。

## 五、定义

1. 公司的业务包括：参考营业执照上经营范围的内容。
2. 工作、任职：指乙方与任一单位建立劳动关系或劳务关系，或者为该单位提供商品、服务，不论是直接或间接、有偿或无偿、兼职或专职。
3. 获取利益：指乙方从任一单位获得报酬、分红、报销等形式的经济利益，或者获得服务、实物。
4. 客户：指终止或解除劳动关系之日起前与甲方有过业务往来的客户，同时也包括甲方在乙方离职时甲方正在评估、谈判、接触或准备发展的客户。
5. 实际损失包括但不限于以下：
  - (1) 甲方由于乙方违反竞业限制的行为所遭受的直接和间接的损失；
  - (2) 甲方为了因调查、处理、纠正乙方违反竞业限制的行为所付出的经济代价，包括但不限于律师费、诉讼费、评估费、调查取证费等。

## 第三部分 共同条款

### 一、特别约定

1. 乙方向甲方声明并保证，乙方没有与其他人达成过可能妨碍乙方全面遵守本协议的条款和条件的任何协议。
2. 乙方向甲方声明并保证，乙方受雇于甲方并不会导致不履行其对任何其它人的义务或披露任何其它人的任何秘密。
3. 如果根据适用法律、法规的规定，本协议需要办理批准、登记等手续方可生效或为履行乙方在本协议项下的义务需要办理批准或其它手续，则乙方承诺协助甲方办理有关手续并签署所有必要的文件。
4. 乙方承诺，离职后，其将告知新雇主其在劳动合同和/或本协议项下须继续履行的义务，并有义务协助甲方向其新雇主发出该等通知。

### 二、成果归属

1. 乙方在与甲方终止或解除劳动关系前及其离职后两年内，由乙方本人或乙方与第三方合作研制，开发，撰写的（1）与甲方、其关联公司及子公司业务

有关的，或（2）部分或全部通过为甲方工作的时间或使用甲方设备、物资、设施或商业秘密完成的，或（3）由于甲方、其关联公司及子公司分配给乙方任务，或乙方在履行工作或其职责范围内产生的，设想、设计、标记、发现、发明、作品等成果（“职务成果”）应为专属于甲方的财产。

2. 在任何时候，就任何职务成果，只要甲方认为有必要的，乙方应配合以甲方或甲方指定人为权利人将相关职务成果申请注册或采取其他类似的保护此类职务成果上的知识产权的措施，并且签署所有文件及完成甲方或甲方指定人成为该职务成果上的专利权、商标权、版权、设计权或其他知识产权之权利人所必须的一切行动和程序。

3. 对乙方做出的与甲方经营范围有关的非职务的成果，甲方有优先受让权，在同等条件下，乙方应将商业秘密、非职务发明、专用技术等成果许可或转让给甲方使用，甲方应向乙方支付合理报酬。

4. 乙方对其在甲方任职期间编制或得到的与甲方业务或事业有关的一切设备、文件及资料（包括但不限于电脑、软件、程序、数据、模型、测试记录、工作手册、书信往来、传真、电话记录、客户名单、笔记、备忘录、计划）等，在任何时候均归甲方所有，甲方有随时查阅的权利。双方在劳动关系存续时或终止后，如甲方要求，乙方应及时予以归还，或者根据甲方需要销毁上述文件、资料。

### 三、争议解决方式

1. 本协议的签署、有效性、解释、履行、执行及争议解决，均适用中国法律并受其管辖。

2. 甲乙双方就本合同履行过程中发生争议，双方应首先协商解决。协商解决不成的，任何一方可向协议签订地人民法院进行起诉。败诉方应全额承担胜诉方为处理本案纠纷而支付的律师费、诉讼费、保全费等全部诉讼费用。

3. 在诉讼期间，甲乙双方有未完成的协议义务的，应当继续履行完毕。

### 四、通知与送达

1. 甲乙双方约定以下通信地址为双方通知或文件的送达地址：

甲方送达地址：苏州市太仓港经济技术开发区银港路 52 号太仓生物港 7 号楼 5 层



电子邮件送达地址: wuhaimei@baidemed.com

乙方送达地址: 上海市浦东新区锦绣路 800 弄 15 号 401 室

电子邮件送达地址

2. 如上述地址未约定的,以双方当事人签署合同的通信地址作为送达地址。送达地址未经书面变更通知,一直有效。一方给另一方的通知或文件按送达地址邮寄视为送达。如按上述地址邮寄文件被邮政部门退回的,退回之日视为送达之日。如以电子邮箱方式送达,收到邮箱发出的确认信息后,视为送达。

3. 如因本协议纠纷导致仲裁/诉讼时,双方同意本协议所列联系方式作为仲裁委/法院的送达地址,适用于仲裁委/法院的送达、审理、执行等各个阶段。

## 五、协议生效

1. 本协议经甲、乙双方签字盖章后生效。本合同一式贰份,甲、乙双方各执壹份,各份均具有同等法律效力。

2. 本合同未尽事宜,由甲、乙双方另行议定,并签订补充协议。

3. 生效后将取代以前所达成的所有口头的或书面的,明示的或暗示的协议或者承诺。

4. 本协议的法律效力不因甲乙双方解除或终止履行《劳动合同》而停止。

## 六、其他

1. 本协议的订立、效力、解释、执行、修改、终止及争议的解决,均应适用中国法律。

2. 除法律另有规定或双方协商一致外,本协议任何一方的权利和义务不得转让。

3. 如本协议的任何条款被裁定无效,则其无效部分不得实施,并应被视为不包含在本协议中,但不会使本协议的其余条款无效(法律有强制规定的除外)。各方则应尽一切合理努力以有效的替代条款替换该无效的条款,替代条款的效力应尽可能与该无效条款的原定效力相同。

4. 标题只作为本协议的指导性说明,并不影响或限制本协议条款的解释或阐述。

5. 任何一方未能或延迟行使和/或享受其根据本协议享有的权利和/或利益,不应视为对该等权利和/或利益的放弃,且对该等权利和/或利益的部分行使不应妨碍未来对此等权利和/或利益的行使。

6. 本协议赋予各方的权利或补救措施并不排除各方依照中国法律所享有的其他权利和补救措施,亦不排除于本协议生效日后颁布的中国法律或者其他具有法律效力的文件所赋予的其他各项权利和补救措施。

7. 在签订本协议时,甲、乙方对协议的所有条款均无疑义并对各自有关权利、义务和责任条款的法律含义有准确无误的理解。

(以下为签字页，无正文)

甲方：百德（苏州）医疗有限公司（公章）

法定代表人（签字）：\_\_\_\_\_

乙方（签字及盖手印）：\_\_\_\_\_

日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

## 保密及竞业限制协议

甲 方：南京长城医疗设备有限公司

法定代表人：吴海梅

住所：南京市江宁区湖山路 811 号东山工业集中区 4 幢 3 楼 A 区

联系电话：13560026976

乙 方：徐伟

身份证号码：320121198906102731

联系地址：江宁区横溪街道横山村 16-3 号

电话：15851869861

鉴于：

1. 甲乙双方于【2019】年【8】月【2】签署了《劳动合同书》建立劳动关系,合同期限为【2019】年【8】月【1】日至【2022】年【7】月【31】日。

2. 乙方在工作过程中已知悉或可能知悉甲方的商业秘密（包括但不限于甲方以及甲方的关联公司的产品、技术、生产工艺、财务、客户、组织机构等方面的各种形式的信息和资料）。

3. 甲乙双方确认：甲方已对自身的商业秘密采取了相匹配的保密措施。乙方确认在工作期间，在履行职务的过程中有机会且接触和了解甲方的商业秘密。

4. 乙方理解并确认：对甲方商业秘密的任何公开、泄露，将会严重损害甲方的经济利益或使甲方处于非常不利的竞争地位，乙方应承担保密义务。

5. 本协议由双方签订于【南京】市。

为保护甲方合法权益不受侵犯,甲乙双方本着平等自愿和诚信的原则，根据中华人民共和国和公司所在地有关法律、法规，在自愿、平等、协商一致的基础上订立本协议并承诺共同遵守：

### 第一部分 保密协议

## 一、商业秘密的内容

1. 本协议的商业秘密是指不为甲方以及甲方的关联公司以外的公众所知悉、能为甲方带来经济利益,具有实用性并经甲方采取保密措施的技术信息和经营信息。其中:

(1) 技术信息,包括但不限于工作进度、技术方案、诀窍、方法、源代码、产品组成、工艺流程、生产结构、用料规格、技术指标、数据库、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、样品、公式、构成、工序、发现、机器、模型、装置、规格、发明、计算机程序、研究项目或类似项目、技术文档、相关的函电;

(2) 经营信息,包括但不限于有关成本、利润、采购、市场、销售、客户名单、行销计划、采购资料、定价政策、财务资料、进货渠道、法律事务信息、人力资源信息、研究与开发或未来的营销或推销计划及有关未来开发的信息(例如研究与开发或未来的营销或推销计划)。

2. 经甲方和第三方协议约定的保密信息视同甲方的商业秘密,适用本协议。

## 二、保密规章和制度

1. 乙方确认其在任职期间有遵守甲方的保密要求、规章、制度,履行与其工作岗位相应的保密职责。遇到甲方保密规章、制度中未规定或者规定不明确的方面时,乙方亦应本着谨慎、负责的态度,采取必要、合理的措施,保守其于任职期间知悉或者持有的任何属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密。

2. 禁止任何人窃取甲方商业秘密。乙方无论在职抑或离职期间均对其发现的窃取甲方商业秘密的行为负有揭发、举报义务。

3. 乙方承诺仅将商业秘密信息用于完成其甲方分配的工作任务,并在甲方要求时立即将商业秘密信息及所有复制品交还甲方。除履行职务需要之外(包括离职之后),乙方从未以及不得未经甲方书面授权或者许可,以摘抄、复制、传真、拍照、电子邮件等方式占有、传播、出售、使用或允许他人(包括不该知悉该项秘密的甲方的其他职员)使用甲方的商业秘密或者属于第三方但甲方承诺有保密义务的商业秘密,也不得在履行职务之外(包括离职之后)的任何时候使用本协议项下的秘密信息。

4. 甲乙双方确认，对甲方的商业秘密进行保密，是乙方的法定义务和具备职业操守的体现。甲方已向乙方支付保密费用，该保密费用已经包括于甲方支付给乙方的工资之中。

5. 乙方确认其在职期间以电子数据形式记存甲方商业秘密的软件、文档的使用范围只限于甲方同意使用的计算机系统。

6. 乙方在本条款项下的义务在本协议届满或终止后以及甲方与乙方的雇用关系终止后继续有效。

### 三、秘密信息的载体

1. 乙方因职务上的需要所持有或保管的一切记录有甲方秘密信息的文件、资料、图表、笔记、报告、信件、传真、磁带、磁盘、仪器以及其他任何形式的载体均归甲方所有，无论这些秘密信息有无商业上的价值。未经甲方事先书面同意，乙方不得将上述材料带离甲方办公区域或擅自以任何形式复制。乙方确认其在职期间并未将上述材料带离甲方办公区域或擅自以任何形式复制。

2. 乙方与甲方的劳动关系终止(包括解除)的，或者甲方提出要求的，应当办理商业秘密的交接手续，立即返还所有以各种形式保存的属于甲方所有的全部财物和载有甲方秘密信息的一切载体，任何时候不得将这些载体及其复制件擅自保留或交给其他任何单位或个人。未办理或者未办理完全商业秘密交接手续的，甲方有权拒绝为乙方办理离职手续。乙方确认截至本协议签署之日，其并未制作或保留该等信息和资料的任何复制品。

### 四、保密期限

1. 甲乙双方确认，乙方的保密义务自甲方对本协议第一条所述的商业秘密采取适当的保密措施并告知乙方时开始，到该商业秘密由甲方公开时止。

2. 无论乙方因何种原因离职，乙方离职之后（自离职之日起）仍应当保守在甲方任职期间接触、知悉的属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密，承担同在甲方任职期间一样的保密义务。

### 五、任职期间

本协议中所称的任职期间，是指甲乙双方签署的《劳动合同》中约定的劳动

合同期限。本协议中所称的离职，是指任一方明确表示解除甲乙双方聘用关系并将此种意愿付诸事实的行为，包括辞职、辞退等正常离职和非正常离职。

## 六、侵权责任

1. 乙方违反本协议任何约定的，应当承担违约责任，无论是对于其离职后发生的抑或是离职后才发现的在职期间发生的泄密或违约行为，乙方均应一次性向甲方支付违约金【十】万元人民币，前述违约金不足以赔偿甲方的经济损失的，应当继续赔偿甲方损失。

2. 前款所述损失赔偿按照如下方式计算：

(1) 损失赔偿额为甲方因乙方的违约行为所受到的经济损失（包括实际经济损失和可预期收益损失）。

(2) 如果甲方的损失依照（1）款所述的计算方法难以计算的，损失赔偿额为乙方因违约行为所获得的全部利润；或者以不低于甲方给予其他第三方商业秘密许可使用费的合理数额作为损失赔偿额。

(3) 甲方因调查乙方的违约行为而支付的合理费用（包括但不限于差旅费、律师费、诉讼费），应当包含在损失赔偿额之内。

3. 因乙方的违约行为侵犯了甲方的权利的，甲方可以选择根据本协议要求乙方承担违约责任，或者根据国家有关法律、法规通过司法的方式要求乙方承担侵权法律责任。

## 第二部分 竞业限制协议

### 一、竞业限制

1. 除非得到甲方董事会的事先书面同意，乙方离职后不得直接或间接参与、进行或牵涉进任何在任何方面与甲方业务相竞争或相似的业务。

2. 乙方确认其在被甲方聘用期间，并未直接或间接参与任何其它（竞争或其它）业务，并未在其他任何公司或者营利性组织中以任何形式兼职。

3. 竞业限制期限为甲乙双方解除或终止劳动合同（不论终止或解除的理由，亦不论终止或者解除是否有理由）之日起的 24 个月内，乙方不得自营或以任何方式直接或间接地帮助任何第三方经营、开展、推进与甲方有竞争的业务。

4. 负有竞业限制义务的乙方不得以直接或间接的方式为以下单位工作或任

职：

(1) 与甲方有业务竞争关系的单位（包括但不限于在研究、生产、销售或维护与甲方业务相同的企业或事业单位）；

(2) 与甲方有业务竞争关系的单位在中华人民共和国及公司关联企业所在的其他任何地方直接或间接的设立、参股、控股、实际控制的公司、企业、研发机构、咨询调查机构等经济组织；

(3) 其他与甲方有竞争业务或者作为甲方竞争对手[甲方的竞争对手，是指在本行业或领域中，拥有与甲方相同或相似资源（包括人力、资金、产品、环境、渠道、品牌、智力、像貌、体力等资源）的个体（或团体），并且该个体（或团体）的目标与甲方相同或相近似，产生的行为会给甲方带来一定的利益影响]的单位。

5. 负有竞业限制义务的乙方不得进行下列行为：

(1) 与甲方的客户发生商业接触。该种商业接触包括为其提供信息、提供服务、收取订单、直接或间接转移公司的业务的行为以及其他各种对甲方的业务产生或有可能产生不利影响的行为，不论是否获得利益。

(2) 就甲方届时开展的任何一类的业务而言，唆使、介入或试图诱使甲方的重要顾客、客户、供货商、代理、分销商、或职工（但不包括低职位的职工）、顾问的任何个人脱离甲方或者中断与甲方的业务关系。

(3) 直接或间接在本协议所列与甲方有业务竞争关系单位中拥有股份或利益、接受服务或获取利益。

(4) 乙方以任何身份或与他人合作直接参与生产、经营与甲方有竞争关系的同类产品或业务。乙方特别承诺，不得与甲方及甲方关联公司（包括中国境内及香港）的现有或曾经或将来的员工进行合作，从事与甲方有竞争关系的行业或生产与甲方有竞争性的产品。

(5) 直接或间接引诱、要求、劝说、雇用或鼓励任何甲方的其他员工离职，或试图引诱、要求、劝说、雇用、鼓励或带走公司的其他员工，不论何种理由或有无理由，不论是否为自身或任何其他个人或组织的利益。不得以其个人名义或以任何第三方名义怂恿或诱使任何甲方的员工在其他单位任职。

(6) 向与甲方有竞争关系的单位直接或间接提供任何形式的咨询服务、合作或劳务。



(7) 以任何身份和方式,实施、进行、参与或牵涉进任何涉及向在中国以及任何其它由甲方在相关时间内进行此类销售或供应的区域内的顾客销售或提供产品或服务的业务或活动,并与甲方正在或在停止聘用之 24 个月内曾经开展的业务相竞争。

(8) 不论乙方因何种原因离开甲方,乙方均应在进入新用人单位就职前向甲方书面说明新任职的用人单位的名称、性质和主营业务。

(9) 竞业限制期限内,乙方不得以甲方的名义对外做任何形式的承诺或签订任何形式的合同;乙方不得使用或允许任何第三方使用由甲方使用的任何名称、标志或其它知识产权,或者可能与甲方之名称、标志、其它知识产权相混淆的名称或标志。

## 二、义务的履行和解除

1. 乙方在离开甲方时即承担竞业限制义务,但甲方可在乙方离职前或离职后通过书面通知的形式解除乙方的竞业限制义务;本协议所约定的竞业限制义务自上述通知指定之日起解除,同时甲方将不再支付竞业限制补偿金。此种解除不能理解为解除保密义务。

2. 在乙方完全履行竞业限制义务的情况下,甲方未按本协议约定支付竞业限制补偿金、且经乙方书面要求仍未支付的,乙方可以解除竞业限制协议。双方如因竞业限制补偿金发生争议的,在争议解决期间,乙方不得主张免除竞业限制义务。

## 三、竞业限制经济补偿

1. 负有竞业限制义务的乙方,不论在任何情况下与甲方终止或者解除劳动关系,在竞业限制期间内,乙方应严格遵守本协议有关竞业限制的规定,甲方则向乙方支付竞业限制补偿金。

2. 竞业限制的补偿费,为乙方在劳动合同解除或者终止前十二个月平均工资的 20%,但若补偿金的数额低于届时适用的法律、法规所允许的最低数额,则补偿金的数额应作相应调整。甲方按月支付,并代扣代缴个人所得税。乙方指定收款账户信息:

户名:徐伟

开户行：南京市江宁区科学园支行

帐号：6217 7700 0783 7879

3. 乙方应当在每季第一个月以亲自送达或挂号邮寄的方式向甲方提供履行竞业限制义务的证明，该证明包括但不限于其所就职单位的证明（在该单位缴纳社保的证明等）以及乙方作出的保证履行竞业限制义务的书面承诺。

4. 乙方应在离职前向甲方书面提供其本人的银行账户用于甲方支付竞业限制补偿金，乙方未提供账户、提供账户错误、账户注销等各种原因导致甲方无法支付该等竞业限制补偿金的，因此造成的损失由乙方自行承担，且在此期间不免除乙方的竞业限制义务。

5. 乙方拒绝接受、自行放弃、不领取竞业限制补偿金，或因乙方原因导致甲方无法正常发放竞业限制补偿金的，因此造成的损失由乙方自行承担，且不免除乙方的竞业限制义务。

6. 若甲方迟延支付不竞争补偿金超过六个月，乙方可在向甲方发出书面通知，若甲方书面回复无正当理由不履行支付补偿金义务，则乙方可终止履行上述竞业限制的义务。

7. 如果甲方于停聘日前一个月或竞业限制期间内每月付款日前一个月（视情况而定）向乙方提出取消竞业限制补偿金的支付，则视为乙方被免于承担竞业限制义务。乙方无权要求甲方支付其免于承担不竞争义务期间的不竞争补偿金或任何其它补偿金。

#### **四、违约责任**

1. 如乙方违反竞业限制义务的，甲方将停止支付竞业限制补偿金，并有权要求乙方纠正违约行为，乙方因此所取得的利益归甲方所有，且乙方应向甲方返还甲方已支付给乙方的补偿金。

2. 乙方如违反本协议，应当一次性向甲方支付违约金，违约金为上述约定的竞业限制补偿金总额的五倍。如违约金不足弥补甲方实际损失的，甲方还有权要求乙方按照实际损失向甲方承担赔偿责任。损失的数额可由甲方委托的有资质的评估机构评定。损害赔偿的支付，不影响甲方因乙方违约而享有的其它救济权利。

3. 乙方依照本协议约定承担赔偿责任和其他民事责任后，甲方仍保留提请

司法途径追究乙方刑事及行政责任的权利。

## 五、定义

1. 公司的业务包括：参考营业执照上经营范围的内容。
2. 工作、任职：指乙方与任一单位建立劳动关系或劳务关系，或者为该单位提供商品、服务，不论是直接或间接、有偿或无偿、兼职或专职。
3. 获取利益：指乙方从任一单位获得报酬、分红、报销等形式的经济利益，或者获得服务、实物。
4. 客户：指终止或解除劳动关系之日起前与甲方有过业务往来的客户，同时也包括甲方在乙方离职时甲方正在评估、谈判、接触或准备发展的客户。
5. 实际损失包括但不限于以下：
  - (1) 甲方由于乙方违反竞业限制的行为所遭受的直接和间接的损失；
  - (2) 甲方为了因调查、处理、纠正乙方违反竞业限制的行为所付出的经济代价，包括但不限于律师费、诉讼费、评估费、调查取证费等。

## 第三部分 共同条款

### 一、特别约定

1. 乙方向甲方声明并保证，乙方没有与其他人达成过可能妨碍乙方全面遵守本协议的条款和条件的任何协议。
2. 乙方向甲方声明并保证，乙方受雇于甲方并不会导致不履行其对任何其它人的义务或披露任何其它人的任何秘密。
3. 如果根据适用法律、法规的规定，本协议需要办理批准、登记等手续方可生效或为履行乙方在本协议项下的义务需要办理批准或其它手续，则乙方承诺协助甲方办理有关手续并签署所有必要的文件。
4. 乙方承诺，离职后，其将告知新雇主其在劳动合同和/或本协议项下须继续履行的义务，并有义务协助甲方向其新雇主发出该等通知。

### 二、成果归属

1. 乙方在与甲方终止或解除劳动关系前及其离职后两年内，由乙方本人或乙方与第三方合作研制，开发，撰写的（1）与甲方、其关联公司及子公司业务

有关的，或（2）部分或全部通过为甲方工作的时间或使用甲方设备、物资、设施或商业秘密完成的，或（3）由于甲方、其关联公司及子公司分配给乙方任务，或乙方在履行工作或其职责范围内产生的，设想、设计、标记、发现、发明、作品等成果（“职务成果”）应为专属于甲方的财产。

2. 在任何时候，就任何职务成果，只要甲方认为有必要的，乙方应配合以甲方或甲方指定人为权利人将相关职务成果申请注册或采取其他类似的保护此类职务成果上的知识产权的措施，并且签署所有文件及完成甲方或甲方指定人成为该职务成果上的专利权、商标权、版权、设计权或其他知识产权之权利人所必须的一切行动和程序。

3. 对乙方做出的与甲方经营范围有关的非职务的成果，甲方有优先受让权，在同等条件下，乙方应将商业秘密、非职务发明、专用技术等成果许可或转让给甲方使用，甲方应向乙方支付合理报酬。

4. 乙方对其在甲方任职期间编制或得到的与甲方业务或事业有关的一切设备、文件及资料（包括但不限于电脑、软件、程序、数据、模型、测试记录、工作手册、书信往来、传真、电话记录、客户名单、笔记、备忘录、计划）等，在任何时候均归甲方所有，甲方有随时查阅的权利。双方在劳动关系存续时或终止后，如甲方要求，乙方应及时予以归还，或者根据甲方需要销毁上述文件、资料。

### 三、争议解决方式

1. 本协议的签署、有效性、解释、履行、执行及争议解决，均适用中国法律并受其管辖。

2. 甲乙双方就本合同履行过程中发生争议，双方应首先协商解决。协商解决不成的，任何一方可向协议签订地人民法院进行起诉。败诉方应全额承担胜诉方为处理本案纠纷而支付的律师费、诉讼费、保全费等全部诉讼费用。

3. 在诉讼期间，甲乙双方有未完成的协议义务的，应当继续履行完毕。

### 四、通知与送达

1. 甲乙双方约定以下通信地址为双方通知或文件的送达地址：

甲方送达地址：南京市江宁区湖山路 811 号东山工业集中区 4 幢 3 楼 A 区

电子邮件送达地址：wuhaimei@baidemed.com

乙方送达地址：江宁区横溪街道横山村 16-3 号

电子邮件送达地址：263536114@qq.com

2. 如上述地址未约定的，以双方当事人签署合同的通信地址作为送达地址。送达地址未经书面变更通知，一直有效。一方给另一方的通知或文件按送达地址邮寄视为送达。如按上述地址邮寄文件被邮政部门退回的，退回之日视为送达之日。如以电子邮箱方式送达，收到邮箱发出的确认信息后，视为送达。

3. 如因本协议纠纷导致仲裁/诉讼时，双方同意本协议所列联系方式作为仲裁委/法院的送达地址，适用于仲裁委/法院的送达、审理、执行等各个阶段。

## 五、协议生效

1. 本协议经甲、乙双方签字盖章后生效。本合同一式贰份，甲、乙双方各执壹份，各份均具有同等法律效力。

2. 本合同未尽事宜，由甲、乙双方另行议定，并签订补充协议。

3. 生效后将取代以前所达成的所有口头的或书面的，明示的或暗示的协议或者承诺。

4. 本协议的法律效力不因甲乙双方解除或终止履行《劳动合同》而停止。

## 六、其他

1. 本协议的订立、效力、解释、执行、修改、终止及争议的解决，均应适用中国法律。

2. 除法律另有规定或双方协商一致外，本协议任何一方的权利和义务不得转让。

3. 如本协议的任何条款被裁定无效，则其无效部分不得实施，并应被视为不包含在本协议中，但不会使本协议的其余条款无效(法律有强制规定的除外)。各方则应尽一切合理努力以有效的替代条款替换该无效的条款，替代条款的效力应尽可能与该无效条款的原定效力相同。

4. 标题只作为本协议的指导性说明，并不影响或限制本协议条款的解释或阐述。

5. 任何一方未能或延迟行使和/或享受其根据本协议享有的权利和/或利益，

不应视为对该等权利和/或利益的放弃,且对该等权利和/或利益的部分行使不应妨碍未来对此等权利和/或利益的行使。

6. 本协议赋予各方的权利或补救措施并不排除各方依照中国法律所享有的其他权利和补救措施,亦不排除于本协议生效后颁布的中国法律或者其他具有法律效力的文件所赋予的其他各项权利和补救措施。

7. 在签订本协议时,甲、乙方对协议的所有条款均无疑义并对各自有关权利、义务和责任条款的法律含义有准确无误的理解。

(以下为签字页，无正文)

甲方：南京长城医疗设备有限公司（公章）

法定代表人（签字）：\_\_\_\_\_

乙方（签字及盖手印）：\_\_\_\_\_

日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

附件一：相关禁止合作企业及人员名单

序号	姓名	身份证号	联系电话	联系地址
1.				
2.				



# 保密及竞业限制协议

**甲 方：南京长城医疗设备有限公司**

法定代表人：吴海梅

住所：南京市江宁区湖山路 811 号东山工业集中区 4 幢 3 楼 A 区

联系电话：13560026976

**乙 方：袁建伟**

身份证号码：320106196610051290

联系地址：南京市鼓楼区青云巷 35 号 202 室

电话：15005142330

**鉴于：**

1. 甲乙双方于【2019】年【8】月【2】签署了《劳动合同书》建立劳动关系,合同期限为【2019】年【8】月【1】日至【2022】年【7】月【31】日。

2. 乙方在工作过程中已知悉或可能知悉甲方的商业秘密（包括但不限于甲方以及甲方的关联公司的产品、技术、生产工艺、财务、客户、组织机构等方面的各种形式的信息和资料）。

3. 甲乙双方确认：甲方已对自身的商业秘密采取了相匹配的保密措施。乙方确认在工作期间，在履行职务的过程中有机会且接触和了解甲方的商业秘密。

4. 乙方理解并确认：对甲方商业秘密的任何公开、泄露，将会严重损害甲方的经济利益或使甲方处于非常不利的竞争地位，乙方应承担保密义务。

5. 本协议由双方签订于【南京】市。

为保护甲方合法权益不受侵犯,甲乙双方本着平等自愿和诚信的原则，根据中华人民共和国和公司所在地有关法律、法规，在自愿、平等、协商一致的基础上订立本协议并承诺共同遵守：

## 第一部分 保密协议

## 一、商业秘密的内容

1. 本协议的商业秘密是指不为甲方以及甲方的关联公司以外的公众所知悉、能为甲方带来经济利益,具有实用性并经甲方采取保密措施的技术信息和经营信息。其中:

(1) 技术信息,包括但不限于工作进度、技术方案、诀窍、方法、源代码、产品组成、工艺流程、生产结构、用料规格、技术指标、数据库、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、样品、公式、构成、工序、发现、机器、模型、装置、规格、发明、计算机程序、研究项目或类似项目、技术文档、相关的函电;

(2) 经营信息,包括但不限于有关成本、利润、采购、市场、销售、客户名单、行销计划、采购资料、定价政策、财务资料、进货渠道、法律事务信息、人力资源信息、研究与开发或未来的营销或推销计划及有关未来开发的信息(例如研究与开发或未来的营销或推销计划)。

2. 经甲方和第三方协议约定的保密信息视同甲方的商业秘密,适用本协议。

## 二、保密规章和制度

1. 乙方确认其在任职期间有遵守甲方的保密要求、规章、制度,履行与其工作岗位相应的保密职责。遇到甲方保密规章、制度中未规定或者规定不明确的方面时,乙方亦应本着谨慎、负责的态度,采取必要、合理的措施,保守其于任职期间知悉或者持有的任何属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密。

2. 禁止任何人窃取甲方商业秘密。乙方无论在职抑或离职期间均对其发现的窃取甲方商业秘密的行为负有揭发、举报义务。

3. 乙方承诺仅将商业秘密信息用于完成其甲方分配的工作任务,并在甲方要求时立即将商业秘密信息及所有复制品交还甲方。除履行职务需要之外(包括离职之后),乙方从未以及不得未经甲方书面授权或者许可,以摘抄、复制、传真、拍照、电子邮件等方式占有、传播、出售、使用或允许他人(包括不该知悉该项秘密的甲方的其他职员)使用甲方的商业秘密或者属于第三方但甲方承诺有保密义务的商业秘密,也不得在履行职务之外(包括离职之后)的任何时候使用本协议项下的秘密信息。

4. 甲乙双方确认，对甲方的商业秘密进行保密，是乙方的法定义务和具备职业操守的体现。甲方已向乙方支付保密费用，该保密费用已经包括于甲方支付给乙方的工资之中。

5. 乙方确认其在职期间以电子数据形式记存甲方商业秘密的软件、文档的使用范围只限于甲方同意使用的计算机系统。

6. 乙方在本条款项下的义务在本协议届满或终止后以及甲方与乙方的雇用关系终止后继续有效。

### **三、秘密信息的载体**

1. 乙方因职务上的需要所持有或保管的一切记录有甲方秘密信息的文件、资料、图表、笔记、报告、信件、传真、磁带、磁盘、仪器以及其他任何形式的载体均归甲方所有，无论这些秘密信息有无商业上的价值。未经甲方事先书面同意，乙方不得将上述材料带离甲方办公区域或擅自以任何形式复制。乙方确认其在职期间并未将上述材料带离甲方办公区域或擅自以任何形式复制。

2. 乙方与甲方的劳动关系终止(包括解除)的，或者甲方提出要求的，应当办理商业秘密的交接手续，立即返还所有以各种形式保存的属于甲方所有的全部财物和载有甲方秘密信息的一切载体，任何时候不得将这些载体及其复制件擅自保留或交给其他任何单位或个人。未办理或者未办理完全商业秘密交接手续的，甲方有权拒绝为乙方办理离职手续。乙方确认截至本协议签署之日，其并未制作或保留该等信息和资料的任何复制品。

### **四、保密期限**

1. 甲乙双方确认，乙方的保密义务自甲方对本协议第一条所述的商业秘密采取适当的保密措施并告知乙方时开始，到该商业秘密由甲方公开时止。

2. 无论乙方因何种原因离职，乙方离职之后（自离职之日起）仍应当保守在甲方任职期间接触、知悉的属于甲方或者虽属于第三方但甲方承诺有保密义务的商业秘密，承担同在甲方任职期间一样的保密义务。

### **五、任职期间**

本协议中所称的任职期间，是指甲乙双方签署的《劳动合同》中约定的劳动

合同期限。本协议中所称的离职，是指任一方明确表示解除甲乙双方聘用关系并将此种意愿付诸事实的行为，包括辞职、辞退等正常离职和非正常离职。

## 六、侵权责任

1. 乙方违反本协议任何约定的，应当承担违约责任，无论是对于其离职后发生的抑或是离职后才发现的在职期间发生的泄密或违约行为，乙方均应一次性向甲方支付违约金【十】万元人民币，前述违约金不足以赔偿甲方的经济损失的，应当继续赔偿甲方损失。

2. 前款所述损失赔偿按照如下方式计算：

(1) 损失赔偿额为甲方因乙方的违约行为所受到的经济损失（包括实际经济损失和可预期收益损失）。

(2) 如果甲方的损失依照（1）款所述的计算方法难以计算的，损失赔偿额为乙方因违约行为所获得的全部利润；或者以不低于甲方给予其他第三方商业秘密许可使用费的合理数额作为损失赔偿额。

(3) 甲方因调查乙方的违约行为而支付的合理费用（包括但不限于差旅费、律师费、诉讼费），应当包含在损失赔偿额之内。

3. 因乙方的违约行为侵犯了甲方的权利的，甲方可以选择根据本协议要求乙方承担违约责任，或者根据国家有关法律、法规通过司法的方式要求乙方承担侵权法律责任。

## 第二部分 竞业限制协议

### 一、竞业限制

1. 除非得到甲方董事会的事先书面同意，乙方离职后不得直接或间接参与、进行或牵涉进任何在任何方面与甲方业务相竞争或相似的业务。

2. 乙方确认其在被甲方聘用期间，并未直接或间接参与任何其它（竞争或其它）业务，并未在其他任何公司或者营利性组织中以任何形式兼职。

3. 竞业限制期限为甲乙双方解除或终止劳动合同（不论终止或解除的理由，亦不论终止或者解除是否有理由）之日起的 24 个月内，乙方不得自营或以任何方式直接或间接地帮助任何第三方经营、开展、推进与甲方有竞争的业务。

4. 负有竞业限制义务的乙方不得以直接或间接的方式为以下单位工作或任

职：

(1) 与甲方有业务竞争关系的单位（包括但不限于在研究、生产、销售或维护与甲方业务相同的企业或事业单位）；

(2) 与甲方有业务竞争关系的单位在中华人民共和国及公司关联企业所在的其他任何地方直接或间接的设立、参股、控股、实际控制的公司、企业、研发机构、咨询调查机构等经济组织；

(3) 其他与甲方有竞争业务或者作为甲方竞争对手[甲方的竞争对手，是指在本行业或领域中，拥有与甲方相同或相似资源（包括人力、资金、产品、环境、渠道、品牌、智力、像貌、体力等资源）的个体（或团体），并且该个体（或团体）的目标与甲方相同或相近似，产生的行为会给甲方带来一定的利益影响]的单位。

5. 负有竞业限制义务的乙方不得进行下列行为：

(1) 与甲方的客户发生商业接触。该种商业接触包括为其提供信息、提供服务、收取订单、直接或间接转移公司的业务的行为以及其他各种对甲方的业务产生或有可能产生不利影响的行为，不论是否获得利益。

(2) 就甲方届时开展的任何一类的业务而言，唆使、介入或试图诱使甲方的重要顾客、客户、供货商、代理、分销商、或职工（但不包括低职位的职工）、顾问的任何个人脱离甲方或者中断与甲方的业务关系。

(3) 直接或间接在本协议所列与甲方有业务竞争关系单位中拥有股份或利益、接受服务或获取利益。

(4) 乙方以任何身份或与他人合作直接参与生产、经营与甲方有竞争关系的同类产品或业务。乙方特别承诺，不得与甲方及甲方关联公司（包括中国境内及香港）的现有或曾经或将来的员工进行合作，从事与甲方有竞争关系的行业或生产与甲方有竞争性的产品。

(5) 直接或间接引诱、要求、劝说、雇用或鼓励任何甲方的其他员工离职，或试图引诱、要求、劝说、雇用、鼓励或带走公司的其他员工，不论何种理由或有无理由，不论是否为自身或任何其他个人或组织的利益。不得以其个人名义或以任何第三方名义怂恿或诱使任何甲方的员工在其他单位任职。

(6) 向与甲方有竞争关系的单位直接或间接提供任何形式的咨询服务、合作或劳务。

(7) 以任何身份和方式,实施、进行、参与或牵涉进任何涉及向在中国以及任何其它由甲方在相关时间内进行此类销售或供应的区域内的顾客销售或提供产品或服务的业务或活动,并与甲方正在或在停止聘用之 24 个月内曾经开展的业务相竞争。

(8) 不论乙方因何种原因离开甲方,乙方均应在进入新用人单位就职前向甲方书面说明新任职的用人单位的名称、性质和主营业务。

(9) 竞业限制期限内,乙方不得以甲方的名义对外做任何形式的承诺或签订任何形式的合同;乙方不得使用或允许任何第三方使用由甲方使用的任何名称、标志或其它知识产权,或者可能与甲方之名称、标志、其它知识产权相混淆的名称或标志。

## 二、义务的履行和解除

1. 乙方在离开甲方时即承担竞业限制义务,但甲方可在乙方离职前或离职后通过书面通知的形式解除乙方的竞业限制义务;本协议所约定的竞业限制义务自上述通知指定之日起解除,同时甲方将不再支付竞业限制补偿金。此种解除不能理解为解除保密义务。

2. 在乙方完全履行竞业限制义务的情况下,甲方未按本协议约定支付竞业限制补偿金、且经乙方书面要求仍未支付的,乙方可以解除竞业限制协议。双方如因竞业限制补偿金发生争议的,在争议解决期间,乙方不得主张免除竞业限制义务。

## 三、竞业限制经济补偿

1. 负有竞业限制义务的乙方,不论在任何情况下与甲方终止或者解除劳动关系,在竞业限制期间内,乙方应严格遵守本协议有关竞业限制的规定,甲方则向乙方支付竞业限制补偿金。

2. 竞业限制的补偿费,为乙方在劳动合同解除或者终止前十二个月平均工资的 20%,但若补偿金的数额低于届时适用的法律、法规所允许的最低数额,则补偿金的数额应作相应调整。甲方按月支付,并代扣代缴个人所得税。乙方指定收款账户信息:

户名:袁建伟

开户行：中国银行南京江宁支行营业部

帐号：6217 8761 0002 7014 912

3. 乙方应当在每季第一个月以亲自送达或挂号邮寄的方式向甲方提供履行竞业限制义务的证明，该证明包括但不限于其所就职单位的证明（在该单位缴纳社保的证明等）以及乙方作出的保证履行竞业限制义务的书面承诺。

4. 乙方应在离职前向甲方书面提供其本人的银行账户用于甲方支付竞业限制补偿金，乙方未提供账户、提供账户错误、账户注销等各种原因导致甲方无法支付该等竞业限制补偿金的，因此造成的损失由乙方自行承担，且在此期间不免除乙方的竞业限制义务。

5. 乙方拒绝接受、自行放弃、不领取竞业限制补偿金，或因乙方原因导致甲方无法正常发放竞业限制补偿金的，因此造成的损失由乙方自行承担，且不免除乙方的竞业限制义务。

6. 若甲方迟延支付不竞争补偿金超过六个月，乙方可在向甲方发出书面通知，若甲方书面回复无正当理由不履行支付补偿金义务，则乙方可终止履行上述竞业限制的义务。

7. 如果甲方于停聘日前一个月或竞业限制期间内每月付款日前一个月（视情况而定）向乙方提出取消竞业限制补偿金的支付，则视为乙方被免予承担竞业限制义务。乙方无权要求甲方支付其免于承担不竞争义务期间的不竞争补偿金或任何其它补偿金。

#### **四、违约责任**

1. 如乙方违反竞业限制义务的，甲方将停止支付竞业限制补偿金，并有权要求乙方纠正违约行为，乙方因此所取得的利益归甲方所有，且乙方应向甲方返还甲方已支付给乙方的补偿金。

2. 乙方如违反本协议，应当一次性向甲方支付违约金，违约金为上述约定的竞业限制补偿金总额的五倍。如违约金不足弥补甲方实际损失的，甲方还有权要求乙方按照实际损失向甲方承担赔偿责任。损失的数额可由甲方委托的有资质的评估机构评定。损害赔偿的支付，不影响甲方因乙方违约而享有的其它救济权利。

3. 乙方依照本协议约定承担赔偿责任和其他民事责任后，甲方仍保留提请

司法途径追究乙方刑事及行政责任的权利。

## 五、定义

1. 公司的业务包括：参考营业执照上经营范围的内容。
2. 工作、任职：指乙方与任一单位建立劳动关系或劳务关系，或者为该单位提供商品、服务，不论是直接或间接、有偿或无偿、兼职或专职。
3. 获取利益：指乙方从任一单位获得报酬、分红、报销等形式的经济利益，或者获得服务、实物。
4. 客户：指终止或解除劳动关系之日起前与甲方有过业务往来的客户，同时也包括甲方在乙方离职时甲方正在评估、谈判、接触或准备发展的客户。
5. 实际损失包括但不限于以下：
  - (1) 甲方由于乙方违反竞业限制的行为所遭受的直接和间接的损失；
  - (2) 甲方为了因调查、处理、纠正乙方违反竞业限制的行为所付出的经济代价，包括但不限于律师费、诉讼费、评估费、调查取证费等。

## 第三部分 共同条款

### 一、特别约定

1. 乙方向甲方声明并保证，乙方没有与其他人达成过可能妨碍乙方全面遵守本协议的条款和条件的任何协议。
2. 乙方向甲方声明并保证，乙方受雇于甲方并不会导致不履行其对任何其它人的义务或披露任何其它人的任何秘密。
3. 如果根据适用法律、法规的规定，本协议需要办理批准、登记等手续方可生效或为履行乙方在本协议项下的义务需要办理批准或其它手续，则乙方承诺协助甲方办理有关手续并签署所有必要的文件。
4. 乙方承诺，离职后，其将告知新雇主其在劳动合同和/或本协议项下须继续履行的义务，并有义务协助甲方向其新雇主发出该等通知。

### 二、成果归属

1. 乙方在与甲方终止或解除劳动关系前及其离职后两年内，由乙方本人或乙方与第三方合作研制，开发，撰写的（1）与甲方、其关联公司及子公司业务



有关的，或（2）部分或全部通过为甲方工作的时间或使用甲方设备、物资、设施或商业秘密完成的，或（3）由于甲方、其关联公司及子公司分配给乙方任务，或乙方在履行工作或其职责范围内产生的，设想、设计、标记、发现、发明、作品等成果（“职务成果”）应为专属于甲方的财产。

2. 在任何时候，就任何职务成果，只要甲方认为有必要的，乙方应配合以甲方或甲方指定人为权利人将相关职务成果申请注册或采取其他类似的保护此类职务成果上的知识产权的措施，并且签署所有文件及完成甲方或甲方指定人成为该职务成果上的专利权、商标权、版权、设计权或其他知识产权之权利人所必须的一切行动和程序。

3. 对乙方做出的与甲方经营范围有关的非职务的成果，甲方有优先受让权，在同等条件下，乙方应将商业秘密、非职务发明、专用技术等成果许可或转让给甲方使用，甲方应向乙方支付合理报酬。

4. 乙方对其在甲方任职期间编制或得到的与甲方业务或事业有关的一切设备、文件及资料（包括但不限于电脑、软件、程序、数据、模型、测试记录、工作手册、书信往来、传真、电话记录、客户名单、笔记、备忘录、计划）等，在任何时候均归甲方所有，甲方有随时查阅的权利。双方在劳动关系存续时或终止后，如甲方要求，乙方应及时予以归还，或者根据甲方需要销毁上述文件、资料。

### 三、争议解决方式

1. 本协议的签署、有效性、解释、履行、执行及争议解决，均适用中国法律并受其管辖。

2. 甲乙双方就本合同履行过程中发生争议，双方应首先协商解决。协商解决不成的，任何一方可向协议签订地人民法院进行起诉。败诉方应全额承担胜诉方为处理本案纠纷而支付的律师费、诉讼费、保全费等全部诉讼费用。

3. 在诉讼期间，甲乙双方有未完成的协议义务的，应当继续履行完毕。

### 四、通知与送达

1. 甲乙双方约定以下通信地址为双方通知或文件的送达地址：

甲方送达地址：南京市江宁区湖山路 811 号东山工业集中区 4 幢 3 楼 A 区

电子邮件送达地址：wuhaimei@baidemed.com

乙方送达地址：南京市鼓楼区青云巷 35 号 202 室

电子邮件送达地址：1451742660@qq.com

2. 如上述地址未约定的，以双方当事人签署合同的通信地址作为送达地址。送达地址未经书面变更通知，一直有效。一方给另一方的通知或文件按送达地址邮寄视为送达。如按上述地址邮寄文件被邮政部门退回的，退回之日视为送达之日。如以电子邮箱方式送达，收到邮箱发出的确认信息后，视为送达。

3. 如因本协议纠纷导致仲裁/诉讼时，双方同意本协议所列联系方式作为仲裁委/法院的送达地址，适用于仲裁委/法院的送达、审理、执行等各个阶段。

## 五、协议生效

1. 本协议经甲、乙双方签字盖章后生效。本合同一式贰份，甲、乙双方各执壹份，各份均具有同等法律效力。

2. 本合同未尽事宜，由甲、乙双方另行议定，并签订补充协议。

3. 生效后将取代以前所达成的所有口头的或书面的，明示的或暗示的协议或者承诺。

4. 本协议的法律效力不因甲乙双方解除或终止履行《劳动合同》而停止。

## 六、其他

1. 本协议的订立、效力、解释、执行、修改、终止及争议的解决，均应适用中国法律。

2. 除法律另有规定或双方协商一致外，本协议任何一方的权利和义务不得转让。

3. 如本协议的任何条款被裁定无效，则其无效部分不得实施，并应被视为不包含在本协议中，但不会使本协议的其余条款无效(法律有强制规定的除外)。各方则应尽一切合理努力以有效的替代条款替换该无效的条款，替代条款的效力应尽可能与该无效条款的原定效力相同。

4. 标题只作为本协议的指导性说明，并不影响或限制本协议条款的解释或阐述。

5. 任何一方未能或延迟行使和/或享受其根据本协议享有的权利和/或利益，

不应视为对该等权利和/或利益的放弃,且对该等权利和/或利益的部分行使不应妨碍未来对此等权利和/或利益的行使。

6. 本协议赋予各方的权利或补救措施并不排除各方依照中国法律所享有的其他权利和补救措施,亦不排除于本协议生效日后颁布的中国法律或者其他具有法律效力的文件所赋予的其他各项权利和补救措施。

7. 在签订本协议时,甲、乙方对协议的所有条款均无疑义并对各自有关权利、义务和责任条款的法律含义有准确无误的理解。

(以下为签字页，无正文)

甲方：南京长城医疗设备有限公司（公章）

法定代表人（签字）：\_\_\_\_\_

乙方（签字及盖手印）：\_\_\_\_\_

日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

**SCHEDULE 9**  
**DISCLOSURE SCHEDULE**

## **DISCLOSURE SCHEDULE**

The Warrantors' Warranties (as defined in the Agreement) are made and given subject to the disclosures set out and/or contained in this Disclosure Schedule. In Part II of this Disclosure Schedule, specific facts, matters, circumstances and/or information have been set out against those numbered paragraphs of Clause 4.1.1 of the Agreement to which the disclosure is most likely to relate, however, any disclosures shall apply to all the Warrantor's Warranties to which it is or may be appropriate and shall not be limited in any way to the specific Warrantor's Warranty to which it refers. If any inconsistency is revealed between the Agreement and this Disclosure Schedule, this Disclosure Schedule shall prevail such that the disclosures set out and/or contained in this Disclosure Schedule shall be accepted for the purpose of the Agreement as disclosed.

**PART I**  
**GENERAL DISCLOSURES**

The following are disclosed to the Investors by or in this Part I of this Disclosure Schedule:

- (i) all facts, matters, circumstances and information set out, contained or disclosed in the Agreement and the schedules to the Agreement; and
- (ii) all financial figures, information and related matters explicitly and fully set out and disclosed in the Audited Accounts provided by the Company to the Investors, their respective directors, officers, agents and advisors.

## PART II SPECIFIC DISCLOSURES

Facts, matters, circumstances and information set out below are disclosed to the Investors by or in this Part II of this Disclosure Schedule:

Relevant Warrantor's Warranties in <u>Clause 4.1.1</u> of the Agreement	Disclosure
4.1.1(c)	<p><u>PRC Companies</u></p> <p><b>1. The medical devices operated and/or produced by the Group do not fully comply with the regulatory requirements of the Registration Certificate for Medical Devices of Class III (第三类《医疗器械注册证》)</b></p> <p>The Group produces and/or operates two microwave ablation devices - Portable Combination Tumour Ablation Therapy System (Model No. MTI- 5A) and microwave ablation device - Tumour Ablation Therapy System (Model No. MTI-5DT). There is no fundamental difference in the technical requirements between the microwave ablation mainframe for thyroid nodules and breast nodules and the microwave ablation mainframe for liver nodules, so the Registration Certificate for Medical Devices of Class III currently held by Nanjing Changcheng can also be applied to the microwave ablation mainframe for thyroid nodules and breast nodules without the need to apply for a separate Registration Certificate for Medical Devices (《医疗器械注册证》) for the microwave ablation mainframe for thyroid nodules and breast nodules. In practice, non-hepatology treatment departments such as thyroid departments and surgery departments of medical institutions only require Nanjing Changcheng to provide the Registration Certificate for Medical Devices of Class III for the treatment of liver tumours when purchasing microwave ablation device mainframes; and (2) except for microwave ablation needles for liver nodules (as shown in the product category details under the Registration Certificate for Medical Devices of Class III), Nanjing Changcheng has not obtained the Registration Certificate for Medical Devices of Class III for other types of microwave ablation needles. In practice, the Group is currently only required to provide the Registration Certificate for Medical Devices of Class II (第二类《医疗器械注册证》) when selling microwave ablation mainframes and consumables other than liver ablation mainframes to medical institutions, and such practice has become the industry practice for microwave ablation medical devices. The Food and Drug Administration of Jiangsu Province has historically allowed the issuance of the Registration Certificate for Medical Devices of Class II for microwave ablation needles in Nanjing, Jiangsu Province, but the Food and Drug Administrations of other provinces in the PRC still require the</p>



Relevant Warrantor's Warranties in <u>Clause 4.1.1</u> of the Agreement	Disclosure
	<p>Registration Certificate for Medical Devices of Class III.</p> <p><b>2. Baide (Suzhou) intends to build a production base, but has not yet obtained the Production License of Medical Devices</b>  Current principal business of Baide (Suzhou) is the sale of medical devices and it intends to build a medical device production base (hereinafter referred to as "<b>Baide (Suzhou) Production Base</b>") to engage in the production of medical devices, and the types of medical devices to be produced are similar to those currently produced by Nanjing Changcheng (including medical devices of Class II and medical devices of Class III). As of the date of this agreement, the production plant of Baide (Suzhou) Production Base has been completed and the production equipment has been put and Baide (Suzhou) has obtained the Filing for Business of Medical Devices of Class II (《第二类医疗器械经营备案》) and the Business License of Medical Devices (Class III) (《医疗器械经营许可证》(第三类)), Baide (Suzhou) has not yet obtained the Production License of Medical Devices.</p> <p><b>3. The Group has not established any anti-corruption/ anti-commercial bribery system</b></p> <p><b>4. A third party holding or operating a name similar to "Baide(百德)"</b></p> <p>The following nine companies (hereinafter referred to individually or collectively as "<b>potential infringing companies</b>") have names and business scopes similar to those of some of the Group members:</p> <p>Shenzhen Baide Medical Technology Co., Ltd. (深圳市百德医疗科技有限公司), whose business scope includes "the sale of medical devices of Class II and medical devices of Class III" and has obtained the "Medical Devices Business Enterprise (Filing) (《医疗器械经营企业(备案)》)" (Certificate No.: Yue Shen Shi Yao Jian Xie Jing Ying Bei 20206148 Hao);</p> <p>Tianjin Baide Medical Technology Co., Ltd. (天津百德医疗科技有限公司), whose business scope includes "sale of electronic products";</p> <p>Wenzhou Baide Medical Device Co., Ltd. (温州百德医疗器械有限公司), whose business scope includes "production for</p>

Relevant Warrantor's Warranties in <u>Clause 4.1.1</u> of the Agreement	Disclosure
	<p>medical devices of Class II and sale for medical devices of Class II";</p> <p>Ningbo Baide Medical Device Co., Ltd. (宁波市百德医疗器械有限公司), whose business scope includes "production for medical devices of Class II and sale for medical devices of Class II";</p> <p>Jiangxi Baide Medical Device Co., Ltd. (江西百德医疗器材有限公司), whose business scope includes "sale for medical devices of Class I and medical devices of Class II";</p> <p>Ganxu Baide Medical Device Co., Ltd. (甘肃百德医疗器械有限公司), whose business scope includes "wholesale and retail for medical devices of Class I and Class II";</p> <p>Foshan Baide Medical Investment Company Limited (佛山市百德医疗投资有限公司), whose business scope includes "retail for medical supplies and devices";</p> <p>Tengzhou Bade Medical Services Company Limited (滕州市百德医疗服务有限公司), whose business scope includes "medical devices of Class I and medical devices of Class II"; and</p> <p>Langfang Ruien Bade Medical Technology Co., Ltd.(廊坊睿恩百德医疗科技有限公司), whose business scope includes "sales for medical devices of Class I, Class II and Class III", has obtained the Medical Device Business License of Class III (《第三类医疗器械经营许可证》) (License No. 1310000301911221001307).</p> <p><b>5. Some of the Group's trademarks have been declared invalid</b></p> <p>The Group had applied for graphic trademark of "S<sub>eners</sub>", but such trademark was declared invalid.</p> <p>The graphic trademark of "S<sub>eners</sub>" have been invalidated by the Trademark Office due to prior rights holders claiming that such trademark is similar to their registered trademarks. However, currently the graphic trademark of "S<sub>eners</sub>" has not been used on medical devices produced and/or operated by the Group (the use of the Nanjing Changcheng logo on products) and its use is limited</p>

Relevant Warrantor's Warranties in <u>Clause 4.1.1</u> of the Agreement	Disclosure
	<p>to internal use, including but not limited to signs and decorations within offices and information systems. The core trademark to be used by the Group in the future is the "☺" graphic (registered in Class 37 (building repair), Class 44 (medical horticulture), Class 35 (advertising and sales) and Class 10 (medical devices)). It does not involve the word "Betters" and there are no plans to acquire a trademark containing the word "Betters".</p> <p><b>6. The three loan agreements and the corresponding guarantee agreements entered into by the Group with the banks contain restrictive clauses</b></p> <p>The existing and ongoing bank loan agreements of the Group are as follows:</p> <ul style="list-style-type: none"> <li>(1) the RMB Working Capital Loan Agreement entered into between Baide (Suzhou) and China CITIC Bank Corporation Limited Suzhou Branch (中信银行股份有限公司苏州分行) (hereinafter referred to as "<b>CITIC Bank(中信银行)</b>") on 9 February 2021.</li> <li>(2) the RMB Working Capital Loan Agreement entered into between Nanjing Changcheng and Bank of Nanjing Co., Ltd. Jiangning Branch(南京银行股份有限公司江宁支行) (hereinafter referred to as "<b>Bank of Nanjing</b>" (南京银行)) on 29 March 2021.</li> <li>(3) the Working Capital Loan Agreement entered into between Nanjing Changcheng and Bank of Jiangsu Co., Ltd. Lishui Branch (江苏银行股份有限公司溧水支行) (hereinafter referred to as "<b>Bank of Jiangsu</b> (江苏银行)").</li> </ul> <p>All three loan agreements contain provisions requiring the advance notice to and written consent of the lending bank in the event of conversion, restructuring, acquisition and reorganisation, shareholding conversion, substantial financing, change in registered capital and amendment to the articles of association of the borrower and/or guarantor.</p> <p><b>7. Old plant project of Nanjing Changcheng had commenced construction and commenced production without going through the relevant</b></p> <p>Prior to the acquisition of the equity interest in Nanjing</p>

Relevant Warrantor's Warranties in <u>Clause 4.1.1</u> of the Agreement	Disclosure
	<p>Changcheng by Baide (Suzhou) in May 2017, the production plant of Nanjing Changcheng located in Dongshan Industrial concentrated Zone (东山工业集中区), Nanjing (hereinafter referred to as the "old plant") is still the production base of Nanjing Changcheng and the construction of the new plant is still in progress and is expected to commence operation in around October 2021. The new plant is still under construction and is expected to be put into operation around October 2021. There were circumstances where the old plant project had commenced construction and commenced production without obtaining the environmental assessment approval, completing the environmental completion and acceptance procedures and obtaining the emission permit (hereinafter collectively referred to as the "<b>construction permit procedures (建设许可手续)</b>"). Given that the above circumstances occurred prior to the acquisition of Nanjing Changcheng, the Group is not aware of the specific reasons why the old plant carried out production without obtaining the relevant construction permit procedures (建设许可手续), and Nanjing Changcheng has now obtained the construction permit procedures for the old plant. Upon the relocation of Nanjing Changcheng to the new plant, the old plant will cease to be used.</p>
4.1.1(i)	<p><u>Liabilities</u></p> <p>(1) 苏州百德与中信银行股份有限公司苏州分行（下称“中信银行”）于 2021 年 2 月 9 日签署的《人民币流动资金贷款合同》，根据该合同，苏州百德的贷款金额为人民币 400 万元，贷款期限为 2021 年 2 月 9 日至 2021 年 5 月 9 日，贷款用途为日常经营周转。南京长城与中信银行于 2021 年 2 月 8 日签署了《最高额保证合同》，南京长城为该等贷款提供最高额保证。</p> <p>(2) 南京长城与南京银行股份有限公司江宁支行（下称“南京银行”）于 2021 年 3 月 29 日签署的《人民币流动资金借款合同》，根据该合同，南京长城的贷款金额为人民币 300 万元，贷款期限为 2021 年 3 月 29 日至 2022 年 3 月 19 日，贷款用途为支付货款和房租。苏州百德与南京银行于 2021 年 3 月 29 日签署了《保证合同》，苏州百德为该等贷款提供连带责任保证。</p> <p>(3) 南京长城与江苏银行股份有限公司溧水支行（下称“江苏银行”）签署的《流动资金借款合同》，根据该合同，南京长城的贷款金额为人民币 200 万元，贷款期限为 2021 年 3 月 9</p>

Relevant Warrantor's Warranties in <u>Clause 4.1.1</u> of the Agreement	Disclosure
	日至 2022 年 3 月 8 日, 贷款用途为经营周转, 吴海梅为该合同提供了个人担保
4.1.1(k)	<p><u>Activities since Financial Statements Date</u></p> <p><u>In January 2021, Baide (Suzhou) Medical Company Limited (百德(苏州)医疗有限公司) declared RMB40,000,000 dividend to its immediate holding companies (Guangzhou Yide Capital Management Co., Ltd. (广州易德资本管理有限公司) (“Yide”), Guangzhou Zhengde Enterprise Management Co., Ltd. (广州正德企业管理有限公司) (“Zhengde”) and Guangzhou Baihui Enterprise Management Co., Ltd. (广州百辉企业管理有限公司) (“Baihui”).</u></p> <p><u>And subsequently, Yide, Zhengde and Baihui declared RMB4,684,000, RMB11,032,000 and RMB24,284,000 dividend to 广州德吉资本管理有限公司, 广州德本企业管理有限公司 and 广州汇德资本管理有限公司 respectively.</u></p>
4.1.1(l)	<p><u>Proprietary Rights</u></p> <p>Please refer to Appendix 1 to the Disclosure Schedule for a list of all material Proprietary Rights.</p>
4.1.1(m)	<p><u>Contracts</u></p> <p>Please refer to Appendix 2 to the Disclosure Schedule for a list of material contracts.</p>
4.1.1(n)	<p><u>Litigation</u></p> <p>1. <u>Dispute and civil second instance proceedings over transfer of equity interest in Baide (Suzhou) (苏州百德) held by Cai Changwen (蔡长文) to Wu Haimei (吴海梅)</u></p>
4.1.1(s)	<p><u>Related Party Transactions</u></p> <p><b>Loan from the Group to Wu Haimei (吴海梅)</b></p> <p>There is a loan relationship between Wu Haimei and the Group. Wu Haimei was advanced from the Group approximately RMB11.1 million with no loan agreement between the two parties, and no interest rate indicated and repayment term. Wu Haimei intend to settle the amount payable to the Group by way of debt set-off prior to the listing.</p>

Relevant Warrantor's Warranties in <u>Clause 4.1.1</u> of the Agreement	Disclosure
4.1.1(u)	<p><u>Labor Agreement and Actions; Employee Compensation</u></p> <ol style="list-style-type: none"> <li><b>The Group did not pay social insurance premiums in full in accordance with the actual salary levels of its employees and did not pay housing fund for some of its employees.</b></li> <li><b>The Group has not signed Non-Competition Agreement(竞业禁止协议) with senior management and core research and development staff</b></li> </ol> <p>The Group has not signed Non-Competition Agreement with its senior management and core research and development staff, and the employment agreement template provided by the Group does not contain relevant provisions. The Group is in the process of instructing the company's lawyer to prepare for the drafting of the Non-Competition Agreement (《竞业禁止协议》).</p>
4.1.1(x)	<p><u>Real Property</u></p> <ol style="list-style-type: none"> <li>Please refer to Appendix 3 to the Disclosure Schedule for the particulars of the Land Use Right, the Title to the Building, and the Leases.</li> <li>the Leases below are with certain issues to be solved: <ol style="list-style-type: none"> <li>厦门稀土研究所作为业主将厦门市集美区兑山西珩路 258 号 1 号楼 4 层 401 房屋无偿提供给厦门瑞科德使用，该等物业的土地为划拨用地。</li> <li>贵州百源所租用的贵州百源向贵州城建承租位于关岭县顶云新区纳丙寨天书酒店附楼第三层房屋 301 房的物业已被法院查封</li> <li>苏州百德将所租赁的广东省广州市越秀区中山三路 33 号 B 塔 1701 房（自编号 B1707-B1710 单元）的办公室物业无偿提供给广东百德、广州德道、广州百辉、广州易德、广东国科百德使用，主要用于注册地址登记。</li> <li>Appendix 3 中所列租赁房屋，除”广州越秀区中山三路 33 号 B 塔 1709 房（自编号 B1707-B1710 单元）”外，其他 10 处未进行房屋租赁登记备案。</li> </ol> </li> </ol>



## Appendix 1: List of all material Proprietary Rights

	Owner	Patent	Patent No.	Status	Application Date	Approval Date	Expiry Date
1	Baide (Suzhou) Medical Company Limited	具有实时测温与消融为一体的半刚水冷微波消融天线	201310552850.8	Obtained	2013/11/11	2016/6/8	2033/11/10
2	Baide (Suzhou) Medical Company Limited	具有实时测温与消融为一体的高性能水冷微波消融天线	201320764553.5	Obtained	2013/11/29	2014/6/4	2023/11/28
3	Baide (Suzhou) Medical Company Limited	弯柄消融针	201730566463.9	Obtained	2017/11/16	2018/6/15	2027/11/15
4	Baide (Suzhou) Medical Company Limited	微波治疗仪	201730566990.X	Obtained	2017/11/16	2018/6/15	2027/11/15
5	Baide (Suzhou) Medical Company Limited	直柄消融针	201730566996.7	Obtained	2017/11/16	2018/6/15	2027/11/15
6	Baide (Suzhou) Medical Company Limited	一种水冷微波消融针及其针液与吸液结构、金属外套	201820441845.8	Obtained	2018/3/30	2019/7/5	2028/3/29
7	Baide (Suzhou) Medical Company Limited	一种适用于微波消融针的注液与吸液结构	201810275391.6	In Application	2018/3/30		
8	Baide (Suzhou) Medical Company Limited	一种穿刺型半柔微波消融针的水冷结构、外套套	201820501435.8	Obtained	2018/4/10	2019/7/5	2028/4/9
9	Baide (Suzhou) Medical Company Limited	一种穿刺型半柔微波消融针的水冷结构	201810315657.5	In Application	2018/4/10		
10	Baide (Suzhou) Medical Company Limited	一种可无线遥控的医用微波设备	201820981010.1	Obtained	2018/6/25	2019/8/20	2028/6/24
11	Baide (Suzhou) Medical Company Limited	微波治疗仪	201830352165.4	Obtained	2018/7/3	2019/10/12	2028/7/2
12	Baide (Suzhou) Medical Company Limited	智能型微波治疗仪	201830492179.6	Obtained	2018/9/3	2019/11/15	2028/9/2
13	Baide (Suzhou) Medical Company Limited	一种在内窥镜引导下半刚穿刺型水冷微波消融治疗器械	201811226979.9	In Application	2018/10/22		
14	Baide (Suzhou) Medical Company Limited	一种带微波功率控制开关的高性能水冷微波消融针	201821746518.X	Obtained	2018/10/26	2019/9/3	2028/10/25
15	Baide (Suzhou) Medical Company Limited	一种带微波功率控制开关的高性能水冷微波消融针	201811258042.X	In Application	2018/10/26		
16	Baide (Suzhou) Medical Company Limited	一种半圆头半柔型水冷微波热凝电极	201821770152.X	Obtained	2018/10/30	2019/9/3	2028/10/29
17	Baide (Suzhou) Medical Company Limited	抗微波干扰测温与消融一体式高性能水冷微波消融天线	201620850874.0	Obtained	2016/6/8	2017/6/12	2026/6/7
18	Baide (Suzhou) Medical Company Limited	抗微波干扰测温与消融一体式半刚水冷微波消融天线	201620850875.5	Obtained	2016/6/8	2017/6/12	2026/6/7
19	Baide (Suzhou) Medical Company Limited	穿刺型微波消融天线、射频微波传输线结构及组装方法	202110477248.7	In Application	2021/4/29		
20	Baide (Suzhou) Medical Company Limited	穿刺型微波消融天线及半刚微波传输线结构	202120915238.2	In Application	2021/4/29		
21	Baide (Suzhou) Medical Company Limited	微波消融天线、微波传输线结构及组装方法	202110477235.X	In Application	2021/4/29		
22	Baide (Suzhou) Medical Company Limited	微波消融天线及微波传输线结构	202120919411.6	In Application	2021/4/29		
23	Nanjing Changcheng Medical Equipment Company Limited	带抑制微波漏能的微波热疗用辐射器	201310130580.1	Obtained	2013/4/16	2016/3/2	2033/3/15
24	Nanjing Changcheng Medical Equipment Company Limited	半刚水冷微波消融天线	201310102228.7	Obtained	2013/3/27	2016/3/16	2033/3/26
25	Nanjing Changcheng Medical Equipment Company Limited	高性能水冷微波消融天线	201320144929.2	Obtained	2013/3/27	2016/3/14	2033/3/26
26	Nanjing Changcheng Medical Equipment Company Limited	一种在内窥镜引导下半刚穿刺型水冷微波消融治疗器械	201821706733.7	Obtained	2018/10/22	2019/10/29	2028/10/21
27	Nanjing Changcheng Medical Equipment Company Limited	一种半刚型血管腔内组织微波热凝固天线	201910322689.5	In Application	2019/4/22		
28	Nanjing Changcheng Medical Equipment Company Limited	一种半刚型血管腔内组织微波热凝固天线	201920547932.6	Obtained	2019/4/22	2020/3/31	2029/4/21
29	Nanjing Changcheng Medical Equipment Company Limited	一种高性能半刚穿刺型微波消融天线	201910322654.9	In Application	2019/4/22		
30	Nanjing Changcheng Medical Equipment Company Limited	一种高性能半刚穿刺型微波消融天线	201920547772.5	Obtained	2019/4/22	2020/2/21	2029/4/21
31	Nanjing Changcheng Medical Equipment Company Limited	一种水冷微波灼热凝固刀	201910327277.8	In Application	2019/4/22		
32	Nanjing Changcheng Medical Equipment Company Limited	一种水冷微波灼热凝固刀	201920555560.1	Obtained	2019/4/23	2020/2/18	2029/4/22
33	Nanjing Changcheng Medical Equipment Company Limited	一种多探头介入式旁开测温装置	201922082885.5	Obtained	2019/11/28	2020/10/23	2039/11/27
34	Nanjing Changcheng Medical Equipment Company Limited	超声诊断与肿瘤微波消融治疗一体机	201930687094.8	In Application	2019/12/13		



## Appendix 2: List of material contracts

<u>重大合同</u>		
(不包括銷售及採購及會議費, 此幾項已獨立例出清單並獨立抽查合同/協議)		
<u>中介合同</u>		
		金額
CIC - 行業報告	人民幣	600,000.00
金杜律师事务所	人民幣	1,350,000.00
广东君道律师事务所	人民幣	1,000,000.00
李智聰律師	港幣	3,200,000.00
中泰 - 保荐人	港幣	4,200,000.00
鍾氏 (德恒) 律师事务所	港幣	5,200,000.00
立信德豪 - 審計	港幣	3,500,000.00
APAC - 評估費	港幣	330,000.00
ShineWing - IC	港幣	400,000.00
ShineWing - ESG/CG	港幣	50,000.00
印刷商	港幣	2,280,000.00
<u>租賃合同</u>		
百德房屋租赁合同 中華廣場辦公室 2016 - 2019		
百德房屋租赁合同 中華廣場辦公室 2019 - 2022		
太仓办公室租赁合同 - 租金 及其相關投資協議		
瑞德19 - 20 仓库合同		
瑞德20-21深圳办事处租赁合同		
瑞德-別墅合同		
长城医疗房屋租赁合同11_2019to12_2021		
长城租赁合同07_2016 to 10_2019		
南京民泰企 (海尔曼斯) -租赁合同 2020 - 2025		
<u>未來項目研發協議</u>		
南京汇通 - 战略合作框架协议 (2021 開始 並預計為期3-4年)	人民幣	63,000,000.00

Appendix 3: The particulars of the Land Use Right, the Title to the Building, and the Leases

	Address in Chinese	Address	Landlord	Tenant	Leased / Owned	Period
1	广州越秀区中山三路33号B塔1709房 (自编号B1707-B1710单元)	Unit B1707-B1710, Tower B, China International Center, 33 Zhongshan 3 Road, Guangzhou, Guangdong Province.	广州兴盛房地产有限公司	Baide (Suzhou) Medical Company Limited	Leased	2019年11月1日-2022年10月31日
2	苏州市太仓港经济开发区银港路52号	52 Yingang Road, Taicang Port Economic Development Zone, Jiangsu Province.	太仓市融创科技发展有限公司	Baide (Suzhou) Medical Company Limited	Leased	2019年5月1日-2022年7月31日
3	南京市江宁区东山工业集中区811号4栋3楼	3/F, Building 4, 811 Nanjing Dongshan International Enterprise Yanfayuan, Jiangning District, Nanjing, Jiangsu Province.	南京市江宁区东山经济技术开发区有限公司	Nanjing Changcheng Medical Equipment Company Limited	Leased	2019年11月1日-2021年12月31日
4	南京市江宁区经济技术开发区双龙大道2881号海尔曼斯产业园F8幢2楼	2/F, Building F8, Halermansi Industrial Park, 2881 Shuanglong Road, Jiangning Economic & Technological Development Zone, Jiangning District, Nanjing, Jiangsu Province.	南京海尔曼斯集团有限公司	Nanjing Changcheng Medical Equipment Company Limited	Leased	2020年11月1日-2025年10月31日
5	汝州市向阳路北侧永安街东交叉口1号	1 East Cross of Xiangyang Road North and Yong'an Street, Ruzhou, Henan Province.	汝州市商务中心区	Henan Ruide Medical Equipment Co., Ltd.	Leased	2020年1月1日-2020年12月31日
6	广州市天河区天河路490号3009房	Room 3009, 490 Tianhe Road, Tianhe District, Guangzhou, Guangdong Province.	Wu Haimai	Baide (Suzhou) Medical Company Limited	Leased for free	2018年9月15日-2028年9月14日
7	广州越秀区中山三路33号B塔1709房 (自编号B1707-B1710单元)	Unit B1707-B1710, Tower B, China International Center, 33 Zhongshan 3 Road, Guangzhou, Guangdong Province.	广州兴盛房地产有限公司	Baide (Suzhou) Medical Company Limited	Subleased to a subsidiary for free	2019年11月1日-2022年10月31日
8	关岭县顶云新区纳内寨天书酒店附楼第三层房屋301房	Room 301, 3/F, Building 2, Tianshu Hotel, Zhanqian Road, Dingyun New District, Guanling, Guizhou Province.	贵州省关岭自治县城市建设投资有限公司	Guizhou Baiyuan Medical Co., Ltd.	Moved out, no longer use	
9	关岭县顶云新区纳内寨天书酒店附楼第三层房屋305房	Room 305, 3/F, Building 2, Tianshu Hotel, Zhanqian Road, Dingyun New District, Guanling, Guizhou Province.	贵州省关岭自治县城市建设投资有限公司	Guizhou Baiyuan Medical Co., Ltd.	Moved out, no longer use	
10	长沙高新开发区麓龙路199号麓谷商务中心BCD座515	Unit 515, Tower BCD, Lugu Business Center, 199 Lulong Road, Changsha High-Tech Industrial Development Zone, Changsha, Hunan Province.	长沙亿康企业服务有限公司	Hunan Baide Medical Technology Co., Ltd.	Leased	2021年11月21日-2022年11月20日
11	厦门市集美区兑山西街路258号1号楼4层401房屋	Room 401, 4/F, Tower 1, 258 Duishanxihang Road, Jimei District, Xiamen, Fujian Province.	厦门稀土研究所	Ruikede Biology Technology (Xiamen) Co., Ltd.	Leased for free	2019年7月12日-2021年6月25日

**SCHEDULE 10**  
**NOTICE**

To the respective Investors:

<b>Name of Investors</b>	<b>Contact Details</b>
BOCI	Attention: Jiayi Liu Tel: +852 3988 6191 Email: <a href="mailto:HK-PE@bocigroup.com">HK-PE@bocigroup.com</a> Add: 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong
Courage Elite Limited	Attention: Emmy Li Tel: +852 9729 8830 Email: <a href="mailto:emmyli@gmail.com">emmyli@gmail.com</a> Add: P.O. Box 35097, King's Road Post Office, North Point, Hong Kong
China Venture Capital (Hong Kong) Co., Limited	Attention: 黄春生 Tel: +86-13828734465 Add: Room A, 15/F Fortis Tower, 77-79 Gloucester Road, Wan Chai, Hong Kong
IPE GROUP LIMITED	Attention: 卢添美 Tel: +86-18520808227 Add: Unit 5-6, 23/F, Enterprise Square Three, 39 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong
Weitian Limited	Attention: Ng Chi Lung (吳志龍) Tel: +852 9698 8809 Add: Room 2106, 21/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan Hong Kong

To the Company  
and the Group Companies : Better Medical Investment Holdings Limited

Address : Room 01, 17th Floor, Tower B, China International Center, 33 Zhongshan 3rd Road, Yuexiu District, Guangzhou Province, the PRC

Email : [wuhaimei@baidemed.com](mailto:wuhaimei@baidemed.com)

Attention : 邱荃

To the Founder  
and the Founder Holdco : WU HAIMEI 吴海梅

Address : Room 01, 17th Floor, Tower B, China International Center, 33 Zhongshan 3rd Road, Yuexiu District, Guangzhou Province, the PRC

Email : [wuhaimei@baidemed.com](mailto:wuhaimei@baidemed.com)

**SCHEDULE 11**  
**DIRECTOR INDEMNIFICATION AGREEMENT**

## INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "*Agreement*") is made as of \_\_\_\_\_, 2021, by and between Better Medical Investment Holdings Limited, a Cayman Islands company (the "*Company*"), and [●] (the "*Indemnitee*"), a director of the Company.

WHEREAS, the Indemnitee has agreed to serve as a director of the Company and in such capacity will render valuable services to the Company;

WHEREAS, in order to induce and encourage highly experienced and capable persons such as the Indemnitee to serve as directors of the Company, the Board of Directors has determined, that this Agreement is not only reasonable and prudent, but necessary to promote and ensure the best interests of the Company and its shareholders; and

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, and other good and valuable consideration, including, without limitation, the service of the Indemnitee, the receipt of which hereby is acknowledged, and in order to induce the Indemnitee to serve as a director of the Company, the Company and the Indemnitee hereby agree as follows:

1. **Definitions.** As used in this Agreement:

(a) "*Board of Directors*" shall mean the board of directors of the Company.

(b) "*Change in Control*" shall mean (i) any person (excluding any trustee or other fiduciary holding securities pursuant to an employee benefit or welfare plan or employee share plan of the Company or any subsidiary of the Company, or any entity organized, appointed, established or holding securities of the Company with voting power for or pursuant to the terms of any such plan) is or becomes the beneficial owner, directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities without the prior approval of at least two-thirds of the Continuing Directors (as defined below) in office immediately prior to such person's attaining such interest; (ii) the Company is a party to a merger, consolidation, scheme of arrangement, sale of assets or other reorganization, or a proxy contest, as a consequence of which Continuing Directors in office immediately prior to such transaction or event constitute less than a majority of the Board of Directors of the Company (or any successor entity) thereafter; or (iii) during any period of two (2) consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (including for this purpose any new director whose election or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such period) (such directors being referred to herein as "*Continuing Directors*") cease for any reason to constitute at least a majority of the Board of Directors of the Company.

(c) "*Disinterested Director*" with respect to any request by the Indemnitee for indemnification or advancement of expenses hereunder shall mean a director of the Company who neither is nor was a party to the Proceeding (as defined below) in respect of which indemnification or advancement is being sought by the Indemnitee.

(d) The term "*Expenses*" shall mean, without limitation, reasonable expenses of Proceedings, including attorneys' fees, disbursements and retainers, accounting and witness fees, expenses related to the preparation or service as a witness, travel and deposition costs, expenses of

investigations, judicial or administrative proceedings and appeals, amounts paid in settlement of a Proceeding by or on behalf of the Indemnitee, reasonable costs of attachment or similar bonds, any reasonable expenses of attempting to establish or establishing a right to indemnification or advancement of expenses, under this Agreement, the Company's Memorandum of Association and Articles of Association as currently in effect (the "**Articles**"), applicable law or otherwise, and reasonable compensation for time spent by the Indemnitee in connection with the investigation, defense or appeal of a Proceeding or action for indemnification for which the Indemnitee is not otherwise compensated by the Company or any third party. The term "Expenses" shall not include the amount of judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually levied against or sustained by the Indemnitee to the extent sustained after final adjudication.

(e) The term "**Independent Legal Counsel**" shall mean any firm of attorneys reasonably selected by the Board of Directors of the Company, so long as such firm has not represented the Company, the Company's subsidiaries or affiliates, the Indemnitee, any entity controlled by the Indemnitee, or any party adverse to the Company, within the preceding two (2) years. Notwithstanding the foregoing, the term "Independent Legal Counsel" shall not include any person who, under applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee's right to indemnification or advancement of expenses under this Agreement, the Company's Articles, applicable law or otherwise.

(f) The term "**Proceeding**" shall mean any pending or completed action, suit, arbitration, alternate dispute resolution mechanism, or any other proceeding (including, without limitation, an appeal therefrom), formal or informal, whether brought in the name of the Company or otherwise, whether of a civil, criminal, administrative or investigative nature, and whether by, in or involving a court or an administrative, other governmental or private entity or body (including, without limitation, an investigation by the Company or its Board of Directors), by reason of (i) the fact that the Indemnitee is or was a director of the Company, or is or was serving at the request of the Company as an agent of another enterprise, whether or not the Indemnitee is serving in such capacity at the time any liability or expense is incurred for which indemnification or reimbursement is to be provided under this Agreement, (ii) any actual or alleged act or omission or neglect or breach of duty, including, without limitation, any actual or alleged error or misstatement or misleading statement, which the Indemnitee commits or suffers while acting in any such capacity, or (iii) the Indemnitee attempting to establish or establishing a right to indemnification or advancement of expenses pursuant to this Agreement, the Company's Articles, applicable law or otherwise.

(g) The phrase "**serving at the request of the Company as an agent of another enterprise**" or any similar terminology shall mean, unless the context otherwise requires, serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic. The phrase "serving at the request of the Company" shall include, without limitation, any service as a director of the Company which imposes duties on, or involves services by, such director with respect to the Company or any of the Company's subsidiaries, affiliates, employee benefit or welfare plans, such plan's participants or beneficiaries or any other enterprise, foreign or domestic. In the event that the Indemnitee shall be a director, officer, employee or agent of another corporation, partnership, limited liability company, trust, employee benefit or welfare plan or other enterprise, foreign or domestic, more than fifty percent (50%) of the ordinary shares, combined voting power or total equity interest of which is owned by

the Company or any subsidiary or affiliate thereof, then it shall be presumed conclusively that the Indemnatee is so acting at the request of the Company.

2. **Services by the Indemnatee.** The Indemnatee agrees to serve as a director of the Company under the terms of the Indemnatee's agreement with the Company (if any) for so long as the Indemnatee is duly elected and qualified, appointed or until such time as the Indemnatee tenders a resignation in writing or is removed as a director; provided, however, that the Indemnatee may at any time and for any reason resign from such position (subject to any other contractual obligation or other obligation imposed by operation of law).

3. **Proceeding Other Than a Proceeding By or In the Right of the Company.** The Company shall indemnify the Indemnatee if the Indemnatee is a party to or is otherwise involved in any Proceeding (other than a Proceeding by or in the right of the Company), by reason of the fact that the Indemnatee is or was a director of the Company, or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, interest or penalties, and excise taxes assessed with respect to any employee benefit or welfare plan (if applicable), which are actually and reasonably incurred by the Indemnatee in connection with such a Proceeding, to the fullest extent permitted by applicable law; provided, however, that any settlement of a Proceeding must be approved in advance in writing by the Company (which approval shall not be unreasonably withheld).

4. **Proceedings By or In the Right of the Company.** The Company shall indemnify the Indemnatee if the Indemnatee is a party to or threatened to be made a party to or is otherwise involved in any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Indemnatee is or was a director of the Company, or is or was serving at the request of the Company as an agent of another enterprise, against all Expenses, judgments, fines, interest or penalties, and excise taxes assessed with respect to any employee benefit or welfare plan (if applicable), which are actually and reasonably incurred by the Indemnatee in connection with the defense or settlement of such a Proceeding, to the fullest extent permitted by applicable law.

5. **Indemnification for Costs, Charges and Expenses of Witness or Successful Party.** Notwithstanding any other provision of this Agreement (except as set forth in subparagraph 9(a) hereof), and without a requirement for determination as required by Paragraph 8 hereof, to the extent that the Indemnatee (a) has prepared to serve or has served as a witness in any Proceeding in any way relating to (i) the Company or any of the Company's subsidiaries, affiliates, employee benefit or welfare plans or such plan's participants or beneficiaries or (ii) anything done or not done by the Indemnatee as a director of the Company or in connection with serving at the request of the Company as an agent of another enterprise, or (b) has been successful in defense of any Proceeding or in defense of any claim, issue or matter therein, on the merits or otherwise, including the dismissal of a Proceeding without prejudice or the settlement of a Proceeding without an admission of liability, the Indemnatee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnatee in connection therewith to the fullest extent permitted by applicable law.

6. **Partial Indemnification.** If the Indemnatee is entitled under any provision of this Agreement to indemnification by the Company for a portion of the Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are actually and reasonably incurred by the Indemnatee in the investigation, defense, appeal or settlement of any Proceeding, but not, however, for the total amount of the Indemnatee's Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, then the Company shall nevertheless indemnify the Indemnatee

for the portion of such Expenses, judgments, fines, interest penalties or excise taxes to which the Indemnatee is entitled.

7. **Advancement of Expenses.** The Expenses incurred by the Indemnatee in any Proceeding shall be paid promptly by the Company in advance of the final disposition of the Proceeding at the written request of the Indemnatee to the fullest extent permitted by applicable law; provided, however, that the Indemnatee shall set forth in such request reasonable evidence that such Expenses have been incurred by the Indemnatee in connection with such Proceeding, a statement that such Expenses do not relate to any matter described in subparagraph 9(a) of this Agreement, and an undertaking in writing to repay any advances if it is ultimately determined as provided in subparagraph 9(b) of this Agreement that the Indemnatee is not entitled to indemnification under this Agreement.

8. **Indemnification Procedure; Determination of Right to Indemnification.**

(a) Promptly after receipt by the Indemnatee of notice of the commencement of any Proceeding, the Indemnatee shall, if a claim for indemnification or advancement of Expenses in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof in writing. The omission to so notify the Company will not relieve the Company from any liability which the Company may have to the Indemnatee under this Agreement unless the Company shall have lost significant substantive or procedural rights with respect to the defense of any Proceeding as a result of such omission to so notify.

(b) The Indemnatee shall be conclusively presumed to have met the relevant standards of conduct, if any, as defined by applicable law, for indemnification pursuant to this Agreement and shall be absolutely entitled to such indemnification, unless a determination by clear and convincing evidence is made that the Indemnatee has not met such standards by (i) the Board of Directors by a majority vote of a quorum thereof consisting of Disinterested Directors, (ii) the shareholders of the Company by majority vote of a quorum thereof consisting of shareholders who are not parties to the Proceeding due to which a claim for indemnification is made under this Agreement, (iii) Independent Legal Counsel as set forth in a written opinion (it being understood that such Independent Legal Counsel shall make such determination only if the quorum of Disinterested Directors referred to in clause (i) of this subparagraph 8(b) is not obtainable or if the Board of Directors of the Company by a majority vote of a quorum thereof consisting of Disinterested Directors so directs), or (iv) a court of competent jurisdiction; provided, however, that if a Change in Control shall have occurred and the Indemnatee so requests in writing, such determination shall be made only by a court of competent jurisdiction.

(c) If a claim for indemnification or advancement of Expenses under this Agreement is not paid by the Company within thirty (30) days after receipt by the Company of written notice thereof, the rights provided by this Agreement shall be enforceable by the Indemnatee in any court of competent jurisdiction. Such judicial proceeding shall be made *de novo*. The burden of proving by clear and convincing evidence that indemnification or advances are not appropriate shall be on the Company. Neither the failure of the directors or shareholders of the Company or Independent Legal Counsel to have made a determination prior to the commencement of such action that indemnification or advancement of Expenses is proper in the circumstances because the Indemnatee has met the applicable standard of conduct, if any, nor an actual determination by the directors or shareholders of the Company or Independent Legal Counsel that the Indemnatee has not met the applicable standard of conduct shall create a presumption for the purpose of such an action that the Indemnatee has not met the applicable standard of conduct. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its



equivalent, shall not, of itself (i) create a presumption that the Indemnatee did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Company and/or its shareholders, and, with respect to any criminal Proceeding, that the Indemnatee had reasonable cause to believe that his conduct was unlawful or (ii) otherwise adversely affect the rights of the Indemnatee to indemnification or advancement of Expenses under this Agreement, except as may be provided herein. The Company further agrees to stipulate in any such judicial proceeding that the Company is bound by all the provisions of this Agreement and is precluded from making any assertion to the contrary.

(d) If a court of competent jurisdiction shall determine that the Indemnatee is entitled to any indemnification or advancement of Expenses hereunder, the Company shall pay all Expenses actually and reasonably incurred by the Indemnatee in connection with such adjudication (including, but not limited to, any appellate proceedings). The Indemnatee's Expenses incurred in connection with any Proceeding concerning the Indemnatee's right to indemnification or advancement of Expenses in whole or in part pursuant to this Agreement shall also be indemnified by the Company, regardless of the outcome of such a Proceeding, to the fullest extent permitted by applicable law and the Company's Articles.

(e) With respect to any Proceeding for which indemnification or advancement of Expenses is requested, the Company will be entitled to participate therein at its own expense and, except as otherwise provided below, to the extent that it may wish, the Company may assume the defense thereof, with counsel reasonably satisfactory to the Indemnatee. After notice from the Company to the Indemnatee of its election to assume the defense of a Proceeding, the Company will not be liable to the Indemnatee under this Agreement for any Expenses subsequently incurred by the Indemnatee in connection with the defense thereof, other than as provided below. The Company shall not settle any Proceeding in any manner which would impose any penalty or limitation on the Indemnatee without the Indemnatee's written consent. The Indemnatee shall have the right to employ his own counsel in any Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense of the Proceeding shall be at the expense of the Indemnatee, unless (i) the employment of counsel by the Indemnatee has been authorized by the Company, (ii) the Indemnatee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnatee in the conduct of the defense of a Proceeding, or (iii) the Company shall not in fact have employed counsel to assume the defense of a proceeding, in each of which cases the fees and expenses of the Indemnatee's counsel shall be advanced by the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnatee has reasonably concluded that there may be a conflict of interest between the Company and the Indemnatee.

9. **Limitations on Indemnification.** No payments pursuant to this Agreement shall be made by the Company:

(a) To indemnify or advance funds to the Indemnatee for Expenses with respect to (i) Proceedings initiated or brought voluntarily by the Indemnatee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under this Agreement or any other statute or law or otherwise as required under applicable law or (ii) Expenses incurred by the Indemnatee in connection with preparing to serve or serving, prior to a Change in Control, as a witness in cooperation with any party or entity who or which has threatened or commenced any action or proceeding against the Company, or any director, officer, employee, trustee, agent, representative, subsidiary, parent corporation or affiliate of the Company, but such indemnification or

advancement of Expenses in each such case may be provided by the Company if the Board of Directors finds it to be appropriate;

(b) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, and sustained in any Proceeding for which payment is actually made to the Indemnitee under a valid and collectible insurance policy, except in respect of any excess beyond the amount of payment under such insurance;

(c) To indemnify the Indemnitee for any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, for which the Indemnitee is indemnified by the Company otherwise than pursuant to this Agreement;

(d) To indemnify the Indemnitee for any Expenses (including without limitation any Expenses relating to a Proceeding attempting to enforce this Agreement), judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, on account of the Indemnitee's conduct if such conduct shall be finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct, including, without limitation, breach of the duty of loyalty; or

(e) If a court of competent jurisdiction finally determines that any indemnification hereunder is unlawful.

**10. Continuation of Indemnification.** All agreements and obligations of the Company contained herein shall continue during the period that the Indemnitee is a director of the Company (or is or was serving at the request of the Company as an agent of another enterprise, foreign or domestic) and shall continue thereafter so long as the Indemnitee shall be subject to any possible Proceeding by reason of the fact that the Indemnitee was a director of the Company or serving in any other capacity referred to in this Paragraph 10.

**11. Indemnification Hereunder Not Exclusive.** The indemnification provided by this Agreement shall not be deemed to be exclusive of any other rights to which the Indemnitee may be entitled under the Company's Articles, any agreement, vote of shareholders or vote of Disinterested Directors, provisions of applicable law, or otherwise, both as to action or omission in the Indemnitee's official capacity and as to action or omission in another capacity on behalf of the Company while holding such office.

**12. Successors and Assigns.**

(a) This Agreement shall be binding upon, and shall inure to the benefit of, the Indemnitee and the Indemnitee's heirs, executors, administrators and assigns, whether or not the Indemnitee has ceased to be a director, and the Company and its successors and assigns. Upon the sale of all or substantially all of the business, assets or share capital of the Company to, or upon the merger of the Company into or with, any corporation, partnership, joint venture, trust or other person, this Agreement shall inure to the benefit of and be binding upon both the Indemnitee and such purchaser or successor person. Subject to the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other party hereto.

(b) If the Indemnitee is deceased and is entitled to indemnification under any provision of this Agreement, the Company shall indemnify the Indemnitee's estate and the Indemnitee's spouse, heirs, executors, administrators and assigns against, and the Company shall, and

does hereby agree to assume, any and all Expenses actually and reasonably incurred by or for the Indemnatee or the Indemnatee's estate, in connection with the investigation, defense, appeal or settlement of any Proceeding. Further, when requested in writing by the spouse of the Indemnatee, and/or the Indemnatee's heirs, executors, administrators and assigns, the Company shall provide appropriate evidence of the Company's agreement set out herein to indemnify the Indemnatee against and to itself assume such Expenses.

**13. Subrogation.** In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnatee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

**14. Severability.** Each and every paragraph, sentence, term and provision of this Agreement is separate and distinct so that if any paragraph, sentence, term or provision thereof shall be held to be invalid, unlawful or unenforceable for any reason, such invalidity, unlawfulness or unenforceability shall not affect the validity, unlawfulness or enforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Agreement may be modified by a court of competent jurisdiction to preserve its validity and to provide the Indemnatee with the broadest possible indemnification permitted under applicable law. The Company's inability, pursuant to a court order or decision, to perform its obligations under this Agreement shall not constitute a breach of this Agreement.

**15. Savings Clause.** If this Agreement or any paragraph, sentence, term or provision hereof is invalidated on any ground by any court of competent jurisdiction, the Company shall nevertheless indemnify the Indemnatee as to any Expenses, judgments, fines, interest or penalties, or excise taxes assessed with respect to any employee benefit or welfare plan, which are incurred with respect to any Proceeding to the fullest extent permitted by any (a) applicable paragraph, sentence, term or provision of this Agreement that has not been invalidated or (b) applicable law.

**16. Interpretation; Governing Law.** This Agreement shall be construed as a whole and in accordance with its fair meaning and any ambiguities shall not be construed for or against either party. Headings are for convenience only and shall not be used in construing meaning. This Agreement shall be governed and interpreted in accordance with the laws of Hong Kong without regard to the conflict of laws principles thereof.

**17. Amendments.** No amendment, waiver, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by the party against whom enforcement is sought. The indemnification rights afforded to the Indemnatee hereby are contract rights and may not be diminished, eliminated or otherwise affected by amendments to the Company's Articles, or by other agreements, including directors' and officers' liability insurance policies, of the Company.

**18. Third Party rights.** Unless otherwise specified, the terms of this Agreement are not intended to be enforceable by virtue of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

**19. Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other.

20. Notices. Any notice required to be given under this Agreement shall be directed to [●], and to the Indemnatee at [●], Attention: [●], or to such other address as either shall designate to the other in writing.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement as of the date first written above.

**INDEMNITEE**

\_\_\_\_\_  
Name:

**BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED**

By:

\_\_\_\_\_  
Name:  
Title:

[Signature Page to Indemnification Agreement]

**EXECUTION**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**COMPANY**

SIGNED by 吴海梅 )  
 )  
for and on behalf of )  
 )  
Better Medical Investment Holdings Limited )  
 )  
(百德医疗投资控股有限公司) )

Director

吴海梅

BVI COMPANY

SIGNED by 吴海梅  
for and on behalf of  
Tycoon Choice Global Limited

)  
)  
)  
)

吴海梅

\_\_\_\_\_  
Director

**HK COMPANY**

SIGNED by 吴海梅  
for and on behalf of  
Baide Medical Investment Company Limited  
(百德医疗投资有限公司)

)  
)  
)  
)  
)

吴海梅

Director



**FOUNDER**

SIGNED by  
WU HAIMEI (吴海梅)

)  
)  
) 吴海梅

FOUNDER HOLDCO

SIGNED by 吴海梅  
for and on behalf of  
Auto King International Limited

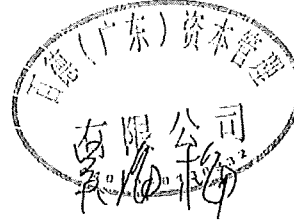
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)

吴海梅

\_\_\_\_\_  
Director

PRC COMPANIES

SIGNED by 吴海梅 )  
)  
for and on behalf of )  
Baide (Guangdong) Capital Management Co., )  
Ltd. (百德 (广东) 资本管理有限公司) )



Director

SIGNED by 吴海梅 )  
)  
for and on behalf of )  
Guangzhou Dedao Capital Management Co., )  
Ltd. (广州德道资本管理有限公司) )



Director

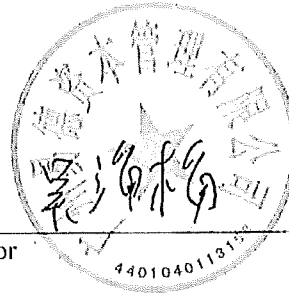
SIGNED by 吴海梅 )  
)  
for and on behalf of )  
Guangzhou Baihui Enterprise Management Co., )  
Ltd. (广州百辉企业管理有限公司) )



Director

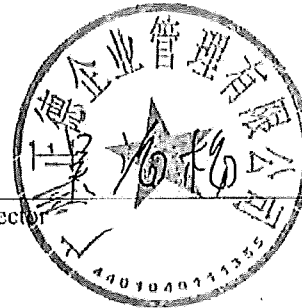
SIGNED by 吴海梅 )  
)  
for and on behalf of )  
Guangzhou Yide Capital Management Co., Ltd. )  
(广州易德资本管理有限公司) )

Director



SIGNED by 吴海梅 )  
)  
for and on behalf of )  
Guangzhou Zhengde Enterprise Management )  
Co., Ltd. (广州正德企业管理有限公司) )

Director



SIGNED by 吴海梅 )  
)  
for and on behalf of )  
Baide (Suzhou) Medical Co., Ltd. )  
(百德(苏州)医疗有限公司) )

Director



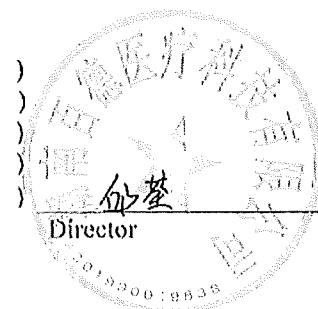
SIGNED by 吴海梅  
for and on behalf of  
Guoke Baide (Guangdong) Medical Co., Ltd.  
(国科百德(广东)医疗有限公司)



SIGNED by 吴海梅  
for and on behalf of  
Henan Ruide Medical Equipment Co., Ltd.  
(河南瑞德医疗器械有限公司)



SIGNED by 邱荃  
for and on behalf of  
Hunan Baide Medical Technology Co., Ltd.  
(湖南百德医疗科技有限公司)



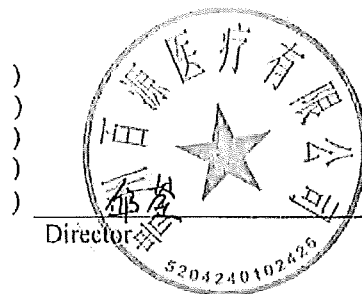
SIGNED by 吴海梅

for and on behalf of  
Nanjing Changcheng Medical Equipment Co.,  
Ltd. (南京长城医疗设备有限公司)



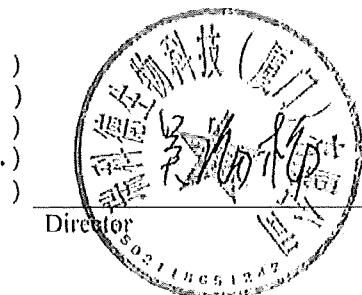
SIGNED by 邱基

for and on behalf of  
Guizhou Baiyuan Medical Co., Ltd.  
(贵州百源医疗有限公司)



SIGNED by 吴海梅

for and on behalf of  
Ruikede Biology Technology (Xiamen) Co., Ltd.  
(瑞科德生物科技(厦门)有限公司)



**INVESTOR**

SIGNED by Lixin Wang  
for and on behalf of  
BOCI Investment Limited

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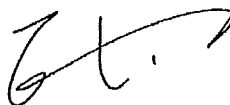
  
\_\_\_\_\_  
Authorized Signatory

**INVESTOR**

**SIGNED by Emmy Li**

for and on behalf of  
**Courage Elite Limited**

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\_\_\_\_\_  
Director



**INVESTOR**

**SIGNED** by Yi jun Wang

for and on behalf of

**China Venture Capital (Hong Kong) Co.,  
Limited**

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\_\_\_\_\_  
Director

**INVESTOR**

**SIGNED** by Guangsheng Zeng

for and on behalf of

**IPE GROUP LIMITED**

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Director

**INVESTOR**

SIGNED by NG CHI LUNG

for and on behalf of  
Weitian Limited

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Director