

## APPENDIX VII

## STATUTORY AND GENERAL INFORMATION

### A. FURTHER INFORMATION ABOUT OUR COMPANY TOGETHER WITH OUR SUBSIDIARIES

#### 1. Incorporation

The Company was incorporated under the laws of the PRC as a joint stock limited liability company on January 29, 2021. Our registered address is at Room 201 Building 41, No. 258, Xinzhuan Road, Songjiang District, Shanghai, PRC. A summary of our Articles is set out in “Appendix IV — Summary of the Articles of Association of the Company” to this document. As at the date of this document, our Company’s head office is located at 1/F, 5/F, Building 41, No. 258, Xinzhuan Road, Songjiang District, Shanghai, PRC.

Our Company has established a principal place of business in Hong Kong at 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, and was registered with the Registrar of Companies in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on August 17, 2021. Ms. Ng Ka Man (吳嘉雯) of TMF Hong Kong Limited at 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong has been appointed as the authorized representative of our Company for the acceptance of service of process and notice in Hong Kong.

The Company has applied for the [REDACTED] of Domestic Shares and Unlisted Foreign Shares into H Shares, which involves [REDACTED] Domestic Shares and [REDACTED] Unlisted Foreign Shares. The [REDACTED] of Domestic Shares and Unlisted Foreign Shares into H shares has been approved by the CSRC on November 11, 2021 and is still subject to approval by the Stock Exchange.

As the Company was incorporated in the PRC, its operations are subject to the relevant laws and regulations of the PRC. A summary of the Articles of Association and the relevant aspects of laws and regulations of the PRC is set out in Appendix IV and V, respectively, to this document.

#### 2. Changes in Share Capital of Our Company

At the time of our establishment as a joint stock limited company, our initial registered share capital was RMB280,000,000.00, divided into 280,000,000 Domestic Shares, each with a nominal value of RMB1.00, all of which had been fully paid. On April 26, 2021, the share capital of the Company was increased from RMB280,000,000 to RMB294,736,842 by way of capital injection by Ningbo Jiadu and Ningbo Jiacheng. See “History, Reorganization and Corporate Structure — Our Corporate Development — Establishment of Ningbo Jiadu and Ningbo Jiacheng as the shareholding platforms.” On May 28, 2021, the share capital of the Company was further increased from RMB294,736,842 to RMB324,294,997 by way of capital injection by the [REDACTED]. See “History, Reorganization and Corporate Structure — [REDACTED].”



## APPENDIX VII STATUTORY AND GENERAL INFORMATION

### B. FURTHER INFORMATION ABOUT OUR BUSINESS

#### 1. Summary of Material Contracts

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by us within the two years preceding the date of this document and are or may be material:

- (a) the capital increase agreement dated May 28, 2021 entered into among the Controlling Shareholders, Ningbo Jiadu, Ningbo Jiacheng, Shanghai Shape Memory Alloy, the [REDACTED] and the Company, pursuant to which each of the [REDACTED] agreed to invest in our Company by subscription of the increased registered capital of our Company;
- (b) the [REDACTED] Shareholders Agreement;
- (c) the Non-competition Agreement;
- (d) the Deed of Indemnity;
- (e) [the [REDACTED] investment agreement dated [●] entered into among the Company, [●], pursuant to which [●] agreed to [REDACTED] for the H Shares at the [REDACTED], with an aggregate consideration of [●]]; and
- (f) the Hong Kong [REDACTED] Agreement.

#### 2. Intellectual Property Rights of Our Group

##### (a) Trademarks

###### (i) Registered Trademarks

As of the Latest Practicable Date, we had registered the following trademarks which we consider to be or may be material to our business:

No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Expiry Date
1.		PRC	39924531	Shanghai Shape Memory Alloy	10	2030.03.27
2.		PRC	39912937	Shanghai Shape Memory Alloy	10	2030.03.27
3.		PRC	39900010	Shanghai Shape Memory Alloy	10	2030.05.06

**APPENDIX VII STATUTORY AND GENERAL INFORMATION**

No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Expiry Date
4.	<b>MemoLefort</b>	PRC	38856906	Shanghai Shape Memory Alloy	10	2030.03.06
5.		PRC	14806585	Shanghai Shape Memory Alloy	10	2025.12.20
6.	形状记忆	PRC	13376551	Shanghai Shape Memory Alloy	44	2025.03.06
7.	形状记忆	PRC	13376543	Shanghai Shape Memory Alloy	42	2025.03.06
8.	形状记忆	PRC	13376535	Shanghai Shape Memory Alloy	40	2025.02.06
9.	形状记忆	PRC	13376527	Shanghai Shape Memory Alloy	37	2025.01.20
10.	形状记忆	PRC	13376519	Shanghai Shape Memory Alloy	35	2025.01.20
11.	形状记忆	PRC	13376511	Shanghai Shape Memory Alloy	10	2025.01.20
12.	形状记忆	PRC	13376501	Shanghai Shape Memory Alloy	16	2025.02.06
13.	形状记忆	PRC	13376496	Shanghai Shape Memory Alloy	7	2025.03.06
14.	形状记忆	PRC	13376483	Shanghai Shape Memory Alloy	5	2025.01.20
15.	<b>MemoPart</b>	PRC	8724531	Shanghai Shape Memory Alloy	10	2031.10.20
16.		PRC	4414170	Shanghai Shape Memory Alloy	10	2027.09.27
17.	<b>NeoSorb</b>	PRC	39924570	Shanghai Shape Memory Alloy	10	2030.03.13
18.	GuiBend	PRC	61838700	Shanghai Shape Memory Alloy	10	2032.06.27
19.	G-cruiser	PRC	61834240	Shanghai Shape Memory Alloy	10	2032.06.20
20.	Gruiser	PRC	61825408	Shanghai Shape Memory Alloy	10	2032.06.20
21.	GuiFinder	PRC	61813466	Shanghai Shape Memory Alloy	10	2032.06.20
22.	GuiFlex	PRC	61813458	Shanghai Shape Memory Alloy	10	2032.06.20

**APPENDIX VII STATUTORY AND GENERAL INFORMATION**

No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Expiry Date
23.	Bio-Lefort	PRC	60540409	Shanghai Shape Memory Alloy	10	2032.05.20
24.	Scienmelon	PRC	58762457	Shanghai Shape Memory Alloy	10	2032.03.06
25.	Sciencrown	PRC	58754338	Shanghai Shape Memory Alloy	10	2032.03.06
26.	MemoClamp	PRC	56876954	Shanghai Shape Memory Alloy	10	2032.06.13
27.	MemoClip	PRC	56865987	Shanghai Shape Memory Alloy	10	2031.12.27
28.	<b>NeoSorb</b>	PRC	39924570	Shanghai Shape Memory Alloy	10	2030.03.13

(ii) *Trademark under application*

As of the Latest Practicable Date, there was no trademark under application which we consider to be or may be material to our business.

(b) *Patents*

*Registered patents*

As of the Latest Practicable Date, we were the registered owner of and had the right to use the following patents which we consider to be or may be material to our business:

No.	Patent	Patentee	Place of Registration	Patent Number	Application Date	Expiry Date
1.	Medical Occluder and Delivery System Thereof <sup>(1)</sup>	Shanghai Shape Memory Alloy	PRC	2012103709631	2012.09.28	2032.09.28
2.	Adjustable Occlusion Device and Release Method Thereof	Shanghai Shape Memory Alloy	PRC	2015100265308	2015.01.19	2035.01.19
3.	Sectioned Degradable Plugging Device	Shanghai Shape Memory Alloy	PRC	2015100874626	2015.02.25	2035.02.25
4.	A Self-adaptive Occluder with a Variable Angle	Shanghai Shape Memory Alloy	PRC	201510578225X	2015.09.11	2035.09.11
5.	Braided Degradable Plugging Device	Shanghai Shape Memory Alloy	PRC	2017104613770	2017.06.16	2037.06.16

**APPENDIX VII STATUTORY AND GENERAL INFORMATION**

No.	Patent	Patentee	Place of Registration	Patent Number	Application Date	Expiry Date
6.	A Nano-film Single-riveting Occluder	Shanghai Shape Memory Alloy	PRC	2013208555023	2013.12.23	2023.12.23
7.	An Adjustable Patent Foramen Ovale Occluder in Waist-full Form	Shanghai Shape Memory Alloy	PRC	2013208556986	2013.12.23	2023.12.23
8.	A Degradable Occluder	Shanghai Shape Memory Alloy	PRC	2014203175060	2014.06.13	2024.6.13
9.	An Occluder Fully Degradable in Human Body	Shanghai Shape Memory Alloy	PRC	2015206053892	2015.08.12	2025.08.12
10.	A Tunnel-like Patent Foramen Ovale Occluder	Shanghai Shape Memory Alloy	PRC	2016211529032	2016.10.31	2026.10.31
11.	A Thin-waist-big-side Ventricular Septal Defect Occluder	Shanghai Shape Memory Alloy	PRC	2016214035284	2016.12.20	2026.12.20
12.	A Ventricular Septal Defect Occluder with Different Size of Edges	Shanghai Shape Memory Alloy	PRC	2016214110529	2016.12.20	2026.12.20
13.	A Braided Occluder for Apical Prolapse	Shanghai Shape Memory Alloy	PRC	201720476670X	2017.05.02	2027.05.02
14.	A Tunnel-like Patent Foramen Ovale Occluder	Shanghai Shape Memory Alloy	PRC	2017203736745	2017.04.11	2027.04.11
15.	An Absorbable Heart Defect Occluder	Shanghai Shape Memory Alloy	PRC	2017218142858	2017.12.22	2027.12.22
16.	Degradable Occluder	Shanghai Shape Memory Alloy	PRC	2019212821816	2019.08.06	2029.08.06
17.	Packing Box 1	Shanghai Shape Memory Alloy	PRC	2020300637872	2020.02.28	2030.02.28
18.	A Valve Conveying System for Valve Implantation from Apex Cordis	Shanghai Shape Memory Alloy	PRC	2011101261448	2011.05.17	2031.05.17
19.	A Split Aortic Valve Stent Assembly	Shanghai Shape Memory Alloy	PRC	2017112100108	2017.11.27	2037.11.27
20.	Left Atrial Appendage Occluder And Its Manufacturing Method	Shanghai Shape Memory Alloy	PRC	2014100858883	2014.03.10	2034.03.10
21.	Left Atrial Appendage Occluder	Shanghai Shape Memory Alloy	PRC	2014105131343	2014.09.29	2034.09.29

**APPENDIX VII STATUTORY AND GENERAL INFORMATION**

No.	Patent	Patentee	Place of Registration	Patent Number	Application Date	Expiry Date
22.	Left Atrial Appendage Occluder	Shanghai Shape Memory Alloy	PRC	2014105280437	2014.10.09	2034.10.09
23.	An Occlusion Device	Shanghai Shape Memory Alloy	PRC	2014103473257	2014.07.21	2034.07.21
24.	A Left Atrial Appendage Occlusion Device and Occlusion System	Shanghai Shape Memory Alloy	PRC	2015100825795	2015.02.15	2035.02.15
25.	Variable Waist Design Left Atrial Appendage Occluder	Shanghai Shape Memory Alloy	PRC	2016105457012	2016.07.12	2036.07.12
26.	An Adhesive Left Atrial Appendage Occluder	Shanghai Shape Memory Alloy	PRC	2016206400869	2016.06.24	2026.06.24
27.	A Kind of Weaving Type Left Atrial Appendage Occluder	Shanghai Shape Memory Alloy	PRC	201721704594X	2017.12.08	2027.12.08
28.	Packing Box II	Shanghai Shape Memory Alloy	PRC	2020300637798	2020.02.28	2030.02.28
29.	Vena Cava Filter	Shanghai Shape Memory Alloy	PRC	2014107682069	2014.12.12	2034.12.12
30.	An Intervention-type Blood Vessel Hemostasis Device	Shanghai Shape Memory Alloy	PRC	2014108536248	2014.12.31	2034.12.31
31.	A Kind of Weaving Type Vena Cava Filter and Weaving Method	Shanghai Shape Memory Alloy	PRC	2016102435859	2016.04.19	2036.04.19
32.	Bronchial Fistula Occlusion Device	Shanghai Shape Memory Alloy	PRC	2017113828837	2017.12.20	2037.12.20
33.	An Occluder Without Choked Flow Film	Shanghai Shape Memory Alloy	PRC	2014203932107	2014.07.16	2024.07.16
34.	An Aneurysm Embolization Device	Shanghai Shape Memory Alloy	PRC	2015204819657	2015.07.06	2025.07.06
35.	An Aneurysm Occlusion Device	Shanghai Shape Memory Alloy	PRC	2015204820315	2015.07.06	2025.07.06
36.	Weaving Type Vena Cava Filter	Shanghai Shape Memory Alloy	PRC	2016203277129	2016.04.19	2026.04.19
37.	A Vena Cava Filter	Shanghai Shape Memory Alloy	PRC	2016212425153	2016.11.21	2026.11.21
38.	A Vena Cava Filter	Shanghai Shape Memory Alloy	PRC	2016213896394	2016.12.16	2026.12.16
39.	A Membrane-Free Double Waist Occluder	Shanghai Shape Memory Alloy	PRC	2017207347445	2017.06.22	2027.06.22

**APPENDIX VII STATUTORY AND GENERAL INFORMATION**

No.	Patent	Patentee	Place of Registration	Patent Number	Application Date	Expiry Date
40.	A Combination Device for Treatment of Dissection of Aorta	Shanghai Shape Memory Alloy	PRC	2017214888277	2017.11.09	2027.11.09
41.	A Vascular Plug	Shanghai Shape Memory Alloy	PRC	2018222780324	2018.12.30	2028.12.30
42.	Left Ventricle Capacity-reduction Device	Shanghai Shape Memory Alloy	PRC	2015100947491	2015.03.03	2035.03.03
43.	Woven Type Capacity-reduction Device	Shanghai Shape Memory Alloy	PRC	2015100949800	2015.03.03	2035.03.03
44.	Device for Improvement of Cardiac Function	Shanghai Shape Memory Alloy	PRC	2015201080003	2015.02.13	2025.02.13
45.	A Percutaneous Intervention Heart Failure Slowing Instrument	Shanghai Shape Memory Alloy	PRC	201520912376X	2015.11.16	2025.11.16
46.	A Ventricular Volume Reduction Apparatus Delivered Through the Left Ventricular Wall	Shanghai Shape Memory Alloy	PRC	2015209124387	2015.11.16	2025.11.16
47.	A Braided Left Ventricular Volume Reduction Apparatus	Shanghai Shape Memory Alloy	PRC	2015209205191	2015.11.18	2025.11.18
48.	An Atrial Shunt Apparatus	Shanghai Shape Memory Alloy	PRC	2015209902326	2015.12.03	2025.12.03
49.	Braided Left Ventricular Volume Reduction Apparatus	Shanghai Shape Memory Alloy	PRC	2015210352613	2015.12.11	2025.12.11
50.	An Apparatus for Treating Heart Failure	Shanghai Shape Memory Alloy	PRC	2015210459358	2015.12.15	2025.12.15
51.	A Braided Left Ventricular Volume Reduction Apparatus	Shanghai Shape Memory Alloy	PRC	2016207059602	2016.07.06	2026.07.06
52.	An Atrial Shunt	Shanghai Shape Memory Alloy	PRC	2016213479112	2016.12.09	2026.12.09
53.	Eccentric Single Rivet Atrial Shunt	Shanghai Shape Memory Alloy	PRC	2019202071654	2019.02.18	2029.02.18
54.	A Multiple-Loop Snare with Controllable Size	Shanghai Shape Memory Alloy	PRC	2015105822492	2015.09.14	2035.09.14
55.	Multi-Loop Snare	Shanghai Shape Memory Alloy	PRC	2015204799988	2015.07.06	2025.07.06



**APPENDIX VII STATUTORY AND GENERAL INFORMATION**

No.	Patent	Patentee	Place of Registration	Patent Number	Application Date	Expiry Date
56.	A Multi-Loop Snare Used for Interventional Treatment of Congenital Heart Disease	Shanghai Shape Memory Alloy	PRC	201520480099X	2015.07.06	2025.07.06
57.	Delivery Apparatus <sup>(1)</sup>	Shanghai Shape Memory Alloy	PRC	2010105996504	2010.12.22	2030.12.22
58.	A Delivery Apparatus for Implantable Medical Device	Shanghai Shape Memory Alloy	PRC	2014102469288	2014.06.05	2034.06.05
59.	A Cardiac Defect Occluder Delivery System	Shanghai Shape Memory Alloy	PRC	2014108518644	2014.12.31	2034.12.31
60.	An Occluder Intervention and Delivery Apparatus	Shanghai Shape Memory Alloy	PRC	2012205602511	2012.10.29	2022.10.29
61.	Heart Defect Occluder Delivery System	Shanghai Shape Memory Alloy	PRC	2013204166115	2013.07.12	2023.07.12
62.	A Push Rod	Shanghai Shape Memory Alloy	PRC	2013208555042	2013.12.23	2023.12.23
63.	A Buckle for Delivery System and The Delivery System with Buckle	Shanghai Shape Memory Alloy	PRC	2013207186360	2013.11.14	2023.11.14
64.	An Occluder Remote Delivery System	Shanghai Shape Memory Alloy	PRC	2015207628469	2015.09.29	2025.09.29
65.	A Connecting Structure of Occluder And Delivery System	Shanghai Shape Memory Alloy	PRC	2016208895885	2016.08.16	2026.08.16
66.	A Preparation Method of Biodegradable Occluder With Controllable Degradation Rate	Shanghai Shape Memory Alloy	PRC	2018102373851	2018.03.21	2038.03.21
67.	Biodegradable Occluder with Parachute Design	Shanghai Shape Memory Alloy	PRC	2020203199179	2020.03.15	2030.03.15
68.	A Head-End Hugging Clamping Delivery System	Shanghai Shape Memory Alloy	PRC	2020211083390	2020.06.16	2030.06.16
69.	Transapical Artificial Tendon Repair System <sup>(1)</sup>	Shanghai Shape Memory Alloy	PRC	2018115874213	2019.02.13	2039.02.13

**APPENDIX VII STATUTORY AND GENERAL INFORMATION**

*Pending Patents*

No.	Patent Title	Place of registration	Applicant	Application number	Application Date
1.	Tunnel-Shaped PFO Occluder	PRC	Shanghai Shape Memory Alloy	2017102343955	2017.04.11
2.	Biodegradable Occluder And Its Preparation Method	PRC	Shanghai Shape Memory Alloy	2019107214663	2019.08.06
3.	A Preparation Method of Biodegradable Hand-Knitted Occluder Net	PRC	Shanghai Shape Memory Alloy	2019107213637	2019.08.06
4.	A Biodegradable Occluder With Parachute Design	PRC	Shanghai Shape Memory Alloy	2020101790582	2020.03.15
5.	A Method for Preparing Oxide Film of Occluder	PRC	Shanghai Shape Memory Alloy	202010729683X	2020.07.27
6.	A PFO Occluder With Adjustable Disc	PRC	Shanghai Shape Memory Alloy	2020111728450	2020.10.28
7.	Interventional System for Repairing Mitral Valve	PRC	Shanghai Shape Memory Alloy	2017104831830	2017.06.22
8.	A Small Barbed Implanted Device	PRC	Shanghai Shape Memory Alloy	2019100062797	2019.01.04
9.	Atrial Shunt	PRC	Shanghai Shape Memory Alloy	2016111283639	2016.12.09
10.	Head-End Hugging Clamping Delivery System	PRC	Shanghai Shape Memory Alloy	202010546781X	2020.06.16
11.	A Multi-Disc Plug Extractor and Its Delivery Device and Delivery Method	PRC	Shanghai Shape Memory Alloy	2017103171782	2017.05.08
12.	A Special Sinus Aneurysm Plug for Ruptured Aortic Sinus Aneurysm	PRC	Shanghai Shape Memory Alloy	2020115957586	2020.12.29
13.	A annular contraction device for the mitral valve ring	PRC	Shanghai Shape Memory Alloy	2021105600774	2021.05.21
14.	A Hole-Cut Non-Implanted Atrial Shunt Device <sup>(1)</sup>	PRC	Shanghai Shape Memory Alloy	2019114258242	2019.12.31
15.	A Reaming Non-Implanted Atrial Shunt Device <sup>(1)</sup>	PRC	Shanghai Shape Memory Alloy	2019114020751	2019.12.30
16.	Electrode Catheter System <sup>(1)</sup>	PRC	Shanghai Shape Memory Alloy	202010610369X	2020.06.29
17.	A Transcatheter Implanted Heart Valve Clamp <sup>(1)</sup>	PRC	Shanghai Shape Memory Alloy	2019106270933	2019.07.12
18.	A Transcatheter Heart Valve Clamping System <sup>(1)</sup>	PRC	Shanghai Shape Memory Alloy	2019106738708	2019.07.24
19.	A Connection Release Structure and Its System <sup>(1)</sup>	PRC	Shanghai Shape Memory Alloy	2019104053710	2019.05.16
20.	Loading Sheath and Delivery System <sup>(1)</sup>	U.S.		16526612	
		Europe		19189269.4	
		PRC	Shanghai Shape Memory Alloy	2019105410950	2019.06.21
		U.S.		16721172	

**APPENDIX VII STATUTORY AND GENERAL INFORMATION**

<u>No.</u>	<u>Patent Title</u>	<u>Place of registration</u>	<u>Applicant</u>	<u>Application number</u>	<u>Application Date</u>
		Europe		19220039.2	
21.	Locking Device and Delivery System with The Locking Device <sup>(1)</sup>	PRC	Shanghai Shape Memory Alloy	2019104395031	2019.05.24
22.	Reaming Type Non-Implanted Atrial Shunt Device <sup>(1)</sup>	U.S.	Shanghai Shape Memory Alloy	17056656	2020.11.18
23.	Expanding Non-Implanted Atrial Shunt Device <sup>(1)</sup>	Europe	Shanghai Shape Memory Alloy	19928295.5	2020.11.18
24.	Electrode Catheter System <sup>(1)</sup>	U.S.	Shanghai Shape Memory Alloy	17056690	2020.11.18
25.	Electrode Catheter System <sup>(1)</sup>	Europe	Shanghai Shape Memory Alloy	20803731.7	2020.11.18
26.	Connection release structure and system thereof <sup>(1)</sup>	U.S.	Shanghai Shape Memory Alloy	16526612	2019.07.30
27.	Connection release structure and system thereof <sup>(1)</sup>	Europe	Shanghai Shape Memory Alloy	19189269.4	2019.07.31
28.	Loading sheathing canal and delivery system <sup>(1)</sup>	U.S.	Shanghai Shape Memory Alloy	16721172	2019.12.19
29.	Loading sheathing canal and delivery system <sup>(1)</sup>	Europe	Shanghai Shape Memory Alloy	19220039.2	2019.12.30

*Note:*

- (1) On January 20, 2021, Shanghai Shape Memory Alloy entered into an agreement in respect of the transfers of patents (“Transfers of Patents”) with Lepu Medical, pursuant to which, among others, Lepu Medical transferred the patents in relevant jurisdictions to us.
- (2) Prior to the Transfers of Patents, such patent was jointly owned by Lepu Medical, the Fuwai Hospital, Chinese Academy of Medical Sciences and Peking Union Medical College. Upon the Transfers of Patents, such patent became jointly owned by Shanghai Shape Memory Alloy, the Fuwai Hospital, Chinese Academy of Medical Sciences and Peking Union Medical College.

**(c) Domain Names**

As of the Latest Practicable Date, we have registered the following domain name that we consider to be or may be material to our business:

<u>No.</u>	<u>Domain Name</u>	<u>Registrant</u>	<u>Expiry Date</u>
1	sciencetechmed.com	the Company	2026.03.17

Save as disclosed above, as of the Latest Practicable Date, there were no other trade or service marks, patents, intellectual or industrial property rights which were material in relation to our business.

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## APPENDIX VII STATUTORY AND GENERAL INFORMATION

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### C. FURTHER INFORMATION ABOUT OUR DIRECTORS, SUPERVISORS AND SUBSTANTIAL SHAREHOLDERS

#### 1. Particulars of Directors’ and Supervisors’ Service Contracts and Letters of Appointment

##### (a) *Executive Directors*

Each of Ms. Chen Juan (陳娟) and Ms. Zhang Yuxin (張昱昕), being our executive Directors, has entered into a service contract with our Company on [●] pursuant to Rule 19A.54 of the Listing Rules. Each service contract is for an initial term of three years commencing from the [REDACTED]. The service contracts may be renewed in accordance with the Articles and the applicable laws, rules and regulations.

##### (b) *Non-executive Director and Independent non-executive Directors*

Each of Mr. Fu Shan (付山) and Mr. Zheng Guorui (鄭國銳), being our non-executive Directors, Ms. CHAN Ka Lai Vanessa (陳嘉麗), Mr. Zheng Yufeng (鄭玉峰) and Mr. Liu Daozhi (劉道志), being our independent non-executive Directors, has entered into a letter of appointment with our Company on [●]. Each letter of appointment is for an initial term of three years commencing from the [REDACTED]. The letters of appointment may be renewed in accordance with the Articles and the applicable laws, rules and regulations.

##### (c) *Supervisors*

Each of Mr. Wang Xinglin (王興林), Ms. Wang Xiaoyong (王曉勇) and Mr. Qian Weidong (錢衛東), being our Supervisors, has entered into a service contract with our Company on [●] pursuant to Rule 19A.55 of the Listing Rules. Each service contract is for an initial term of three years commencing from the [REDACTED]. The service contracts may be renewed in accordance with the Articles and the applicable laws, rules and regulations.

#### 2. Remuneration of Directors and Supervisors

The aggregate remuneration (including fees, salaries, contribution to pension schemes, housing allowances, other allowances and benefits-in-kind and discretionary bonuses) paid to our Directors and Supervisors for the three years ended December 31, 2019, 2020, 2021 and the six months ended June 30, 2022, were approximately RMB2.0 million, RMB2.0 million, RMB8.1 million and RMB4.4 million, respectively.

Based on the arrangements in force as of the Latest Practicable Date, it is estimated that the total remuneration paid to the Directors and Supervisors for the year ending December 31, 2022 will be approximately RMB9.0 million.

## APPENDIX VII

## STATUTORY AND GENERAL INFORMATION

During the Track Record Period, no remuneration was paid by us to, or receivable by, our Directors, Supervisors or the five highest paid individuals as an inducement to join or upon joining our Company. No compensation was paid by us to, or receivable by, our Directors, former Directors, Supervisors, former Supervisors or the five highest-paid individuals for each of the Track Record Period for the loss of any office in connection with the management of the affairs of any members of our Group. Furthermore, none of the Directors or Supervisors had waived agreed to waive any emoluments during the same periods.

Save as disclosed above, no other payments have been made or are payable in respect of the three years ended December 31, 2019, 2020, 2021 and the six months ended June 30, 2022 by any member of our Group to any of our Directors.

### 3. Disclosure of interests

#### *Disclosure of interests of Directors, Supervisors and chief executive of our Company*

Immediately following the completion of the [REDACTED] (assuming the [REDACTED] is not exercised), there is no interest or short position of our Directors, Supervisors or chief executives of our Company in the Shares, underlying Shares and debentures of our Company or its associated corporations (within the meaning of Part XV of the SFO) which will be required to be notified to our Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interest or short positions which they were taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules, to be notified to our Company and the Hong Kong Stock Exchange.

#### *Disclosure of interests of substantial shareholders*

Save as disclosed in the section headed “Substantial Shareholders” in this document, our Directors are not aware of any other person who will, immediately following the completion of the [REDACTED] have an interest or short position in the Shares or the underlying Shares which are required to be disclosed to our Company and the Stock Exchange under the provisions of Division 2 and 3 of Part XV of the SFO, or directly or indirectly, be interested in 10% of more of the nominal value of any class of share capital carrying the rights to vote in all circumstances at the general meetings of our Company.

### 4. Agency Fees or [REDACTED] Received

Save as disclosed in this document, no [REDACTED], discounts, brokerages or other special terms were granted within the two years preceding the date of this document in connection with the issue or sale of any capital or security of any member of our Group.

## APPENDIX VII

## STATUTORY AND GENERAL INFORMATION

### 5. Disclaimers

Save as disclosed herein:

- (a) none of our Directors, Supervisors or the chief executive of our Company has any interest or short position in the Shares, underlying Shares or debentures of our Company or any of its associated corporation (within the meaning of the SFO) which will have to be notified to our Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required to be notified to our Company and the Hong Kong Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers once the H Shares are [REDACTED];
- (b) none of our Directors, Supervisors or any of the experts referred to under paragraph headed “D. Other Information — 12. Qualification of Experts” in this appendix has any direct or indirect interest in the promotion of our Company, or in any assets which have within the two years immediately preceding the date of this document been acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (c) none of our Directors or Supervisors is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group;
- (d) none of our Directors or Supervisors has any existing or proposed service contracts with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation));
- (e) so far as is known to our Directors, Supervisors or the chief executive of our Company, no person (not being a Director, Supervisors or chief executive of our Company) will, immediately following the completion of the [REDACTED], have an interest or short position in the Shares or underlying Shares of our Company which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of SFO or be interested, directly or indirectly, in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any member of our Group; and
- (f) none of our Directors, Supervisors or their respective close associates (as defined under the Listing Rules) or our Shareholders who are interested in more than 5% of the issued share capital of our Company has any interest in the five largest customers or the five largest suppliers of our Group.

## APPENDIX VII

## STATUTORY AND GENERAL INFORMATION

### D. OTHER INFORMATION

#### 1. Estate Duty

We have been advised that no material liability for estate duty under PRC law is likely to fall upon the Group.

#### 2. Litigation

During the Track Record Period and up to the Latest Practicable Date, save as disclosed in this document and so far as our Directors are aware, no litigation or claim of material importance (to our Group’s financial condition or results of operation) is pending or threatened against any member of our Group.

#### 3. Sole Sponsor

The Sole Sponsor has made an application on our behalf to the [REDACTED] Committee of the Hong Kong Stock Exchange for the [REDACTED] of, and permission to [REDACTED] in, the H Shares to be [REDACTED] as mentioned in this document. All necessary arrangements have been made enabling the H Shares to be admitted into [REDACTED].

The Sole Sponsor satisfies the independence criteria applicable to sponsors as set out in Rule 3A.07 of the Listing Rules. The sponsor fee payable to the Sole Sponsor in connection with the [REDACTED] payable by our Company is US\$0.5 million.

#### 4. Compliance Advisor

Our Company has appointed Halcyon Capital Limited as our compliance advisor in compliance with Rules 3A.19 and 19A.05 of the Listing Rules.

#### 5. Preliminary Expenses

As of the Latest Practicable Date, our Company has not incurred material preliminary expenses.

#### 6. Promoters

The promoters of our Company are Lepu Medical and Target Medical.

Save as disclosed in this document, within the two years immediately preceding the date of this document, no cash, securities or other benefit have been paid, allotted or given or have been proposed to be paid, allotted or given to the above promoters in connection with the [REDACTED] or related transactions in this document within the two years immediately preceding the date of this document.

## APPENDIX VII

## STATUTORY AND GENERAL INFORMATION

### 7. Consents of Experts

Each of the experts as referred to in “— 12. Qualification of Experts” in this appendix has given and has not withdrawn its consent to the issue of this document with the inclusion of its view, report and/or letter and/or legal opinion (as the case may be) and references to its name included herein in the form and context in which it respectively appears.

None of the experts named above has any shareholding interest in our Company or any of our subsidiaries or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company or any of our subsidiaries.

### 8. Binding Effect

This document shall have the effect, if an application is made in pursuance hereof, of rendering all persons concerned bound by all of the provisions (other than the penal provisions) of sections 44A and 44B of the Companies (Winding Up and Miscellaneous Provisions) Ordinance so far as applicable.

### 9. Bilingual Document

The English language and Chinese language versions of this document are being published separately in reliance on the exemption provided in section 4 of the Companies (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong).

### 10. Taxation of Holders of H Shares

#### *(a) Hong Kong*

The sale, purchase and transfer of H Shares are subject to Hong Kong stamp duty if such sale, purchase and transfer is effected on the H Share register of members of our Company, including in circumstances where such transaction is effect on the Hong Kong Stock Exchange. The current rate of Hong Kong stamp duty for such sale, purchase and transfer is HK\$2.60 for every HK\$1,000 (or part thereof) of the consideration or, if higher, the fair value of the H Shares being sold or transferred. For further information in relation to taxation, see “Appendix VI — Taxation and Foreign Exchange” to this document.

#### *(b) Consultation with Professional Advisors*

Intending holders of the H Shares are recommended to consult their professional advisors if they are in any doubt as to the taxation implications of subscribing for, purchasing, holding or disposing of or [REDACTED] in the H Shares. It is emphasized that none of our Company, our Directors, Supervisors or the other parties involved in the [REDACTED] will accept responsibility for any tax effect on, or liabilities of, holders of H Shares resulting from their subscription for, purchase, holding or disposal of or [REDACTED] in the H Shares or exercise of any rights attaching to them.



## APPENDIX VII

## STATUTORY AND GENERAL INFORMATION

### 11. Other Indemnities

Lepu Medical entered into the Deed of Indemnity with and in favor of our Company (for ourselves and on behalf of our subsidiaries) (being the contract referred to in paragraph (d) of the paragraph headed “— B. Further Information about Our Business — 1. Summary of Material Contracts” above) to provide indemnities in respect of, among other matters, any claim to which any member of our Group may be subject and payable before the date when the [REDACTED] becomes unconditional and all losses, liabilities or damages suffered by it in connection with the legal proceedings and/or non-compliance before the date when the [REDACTED] becomes unconditional.

### 12. Qualification of Experts

The following are the qualifications of the experts who have given opinion or advice which are contained in this document:

<u>Name</u>	<u>Qualifications</u>
<b>China International Capital Corporation Hong Kong Securities Limited</b>	A licensed corporation to conduct Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 6 (advising on corporate finance) of the regulated activities under the SFO
<b>Haiwen &amp; Partners</b>	PRC Legal Advisors
<b>Frost &amp; Sullivan (Beijing) Inc., Shanghai Branch Co.</b>	Industry consultant
<b>PricewaterhouseCoopers</b>	Certified Public Accountants under Professional Accountants Ordinance (Chapter 50 of the Laws of Hong Kong)  Registered Public Interest Entity Auditor under Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong)
<b>Jones Lang LaSalle Corporate Appraisal and Advisory Limited</b>	Independent property valuer
<b>Hogan Lovells</b>	Legal advisors to the Company as to international sanctions law

### 13. No Material Adverse Change

Our Directors believe that there has been no material adverse change in the financial or trading position since June 30, 2022 (being the date on which the latest audited consolidated financial statements of the Group were prepared).

## APPENDIX VII

## STATUTORY AND GENERAL INFORMATION

### 14. Miscellaneous

- (a) save as disclosed in this document, within the two years immediately preceding the date of this document:
  - (i) no share or loan capital of our Company or any of our subsidiaries had been issued or agreed to be issued or proposed to be fully or partly paid either for cash or a consideration other than cash;
  - (ii) no [REDACTED], discounts, brokerages or other special terms had been granted or agreed to be granted in connection with the issue or sale of any share or loan capital of our Company or any of our subsidiaries;
  - (iii) no [REDACTED] had been paid or payable for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any share in our Company or any of our subsidiaries;
- (b) save as disclosed in this document, no share or loan capital of our Company or any of our subsidiaries had been under option or agreed conditionally or unconditionally to be put under option;
- (c) save as disclosed in this document, there are no founder, management or deferred shares, convertible debt securities nor any debentures in our Company or any of our subsidiaries;
- (d) save as disclosed in this document, none of the persons named in the sub-paragraph headed “D. Other Information — 12. Qualification of Experts” in this appendix is interested beneficially or otherwise in any shares of any member of our Group or has any right or option (whether legally enforceable or not) to subscribe for or nominate persons to subscribe for any securities in any member of our Group;
- (e) our Directors confirm that there has been no material adverse change in the financial or trading position of our Group since June 30, 2022 (being the date to which the latest audited consolidated financial statements of our Group were made up);
- (f) there has not been any interruption in the business of our Group which may have or has had a significant effect on the financial position of our Group in the 12 months preceding the date of this document;
- (g) no company within our Group is [REDACTED] on any stock exchange or traded on any trading system and at present, and our Group is not seeking or proposing to seek any [REDACTED] of, or permission to deal in, the share or loan capital of our Company on any other stock exchange; and there is no arrangement under which future dividends are waived or agreed to be waived; and
- (h) The Company currently does not intend to apply for the status of a sino-foreign investment joint stock limited liability company and does not expect to be subject to the Foreign Investment Law of the PRC (《中華人民共和國外商投資法》).