
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in doubt about this circular, you should consult your stockbroker, other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in **Jiangsu Recbio Technology Co., Ltd.**, you should at once hand this circular together with the form of proxy to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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This circular appears for information purpose only and does not constitute an invitation or offer to acquire, purchase or subscribe for any securities of the Company.



Jiangsu Recbio Technology Co., Ltd.
江蘇瑞科生物技術股份有限公司

(a joint stock company incorporated in the People's Republic of China with limited liability)

(Stock code: 2179)

**PROPOSED ISSUANCE OF DOMESTIC SHARES AND SIGNING OF
SHARE SUBSCRIPTION CONTRACT WITH CONDITIONS PRECEDENT
PROPOSED AUTHORIZATION TO THE BOARD AND ITS DELEGATED
PERSONS TO DEAL WITH MATTERS RELATING TO THE ISSUANCE
OF DOMESTIC SHARES
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

A notice convening the EGM of Jiangsu Recbio Technology Co., Ltd. to be held at 10:00 a.m. on Tuesday, December 24, 2024 at Conference Room, 3/F, Building G29, Standard Plant, China Medical City Phase 6, Medical High-tech District, Taizhou City, Jiangsu Province, the PRC is set out in this circular. A form of proxy for use at the EGM is also enclosed. Such form of proxy is also published on the websites of the Stock Exchange (www.hkexnews.hk) and the Company (www.recbio.cn).

Shareholders who intend to appoint a proxy to attend the EGM shall complete and return the enclosed form of proxy in accordance with the instructions printed thereon to the Company's headquarters and registered office in the PRC (for holders of Domestic Shares and Unlisted Foreign Shares) or H Share Registrar of the Company, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (for holders of H Shares) not less than 24 hours before the time fixed for holding the EGM (i.e. not later than 10:00 a.m. on Monday, December 23, 2024) or any adjournment thereof (as the case may be). Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the EGM or any adjournment thereof if they so wish.

References to dates and times in this circular are to Hong Kong dates and times.

December 5, 2024

CONTENTS

	<i>Page</i>
DEFINITIONS	1
LETTER FROM THE BOARD	4
NOTICE OF EXTRAORDINARY GENERAL MEETING	25

DEFINITIONS

In this circular, the following expressions have the following meanings unless the context requires otherwise:

“Articles of Association”	the articles of association of Jiangsu Recbio Technology Co., Ltd., as amended, supplemented or otherwise modified from time to time
“Board of Directors” or “Board”	the board of Directors of the Company
“China” or “PRC”	the People’s Republic of China, for the purpose of this circular and for geographical reference only and except where the context requires, references to “China” and the “PRC” in this circular do not include Hong Kong, the Macao Special Administrative Region of the PRC, and Taiwan region
“Company”	Jiangsu Recbio Technology Co., Ltd. (江蘇瑞科生物技術股份有限公司), a joint stock company incorporated in the PRC with limited liability, the H Shares of which are listed on the Main Board of the Stock Exchange (stock code: 2179)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“CSRC”	China Securities Regulatory Commission (中國證券監督管理委員會)
“Director(s)”	the director(s) of the Company
“Domestic Share(s)”	ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are subscribed for and paid up in Renminbi by domestic investors
“Dr. LIU”	Dr. LIU Yong, the executive Director and general manager of our Group
“EGM” or “Extraordinary General Meeting”	the 2024 first extraordinary general meeting of the Company to be held at 10:00 a.m. on Tuesday, December 24, 2024
“Group”	the Company and all of its subsidiaries

DEFINITIONS

“H Share(s)”	overseas listed foreign share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are listed on the Stock Exchange and traded in Hong Kong Dollars
“H Share Registrar”	Computershare Hong Kong Investor Services Limited
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Dollars” or “HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Issuance”	the proposed issuance of not more than 143,112,702 Domestic Shares to the Subscriber
“Latest Practicable Date”	November 30, 2024, being the latest practicable date prior to the publication of this circular for ascertaining certain information in this circular
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended, supplemented or otherwise modified from time to time
“RMB” or “Renminbi”	Renminbi, the lawful currency of the PRC
“Ruibaitai”	Taizhou Ruibaitai Pharmaceutical Technology Partnership (Limited Partnership) (泰州瑞百泰醫藥科技合夥企業(有限合夥))
“SFO”	Securities and Futures Ordinance (Chapter 571, Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time
“Share(s)”	share(s) in the share capital of the Company with a nominal value of RMB1.00 each, comprising Domestic Share(s), Unlisted Foreign Share(s) and H Share(s)
“Share Subscription Contract”	Share Subscription Contract in relation to the Issuance of Shares of Jiangsu Recbio Technology Co., Ltd. (《江蘇瑞科生物技術股份有限公司定向發行股份認購合同》) signed by the Company and the Subscriber on November 11, 2024

DEFINITIONS

“Shareholder(s)”	holder(s) of the Shares
“Shareholding Platforms”	Taizhou Yuangong, Ruibaitai, Taizhou Baibei, Taizhou Guquan, Taizhou Tongzhou Biology Technology Partnership (Limited Partnership) (泰州彤舟生物科技合夥企業(有限合夥)) and Taizhou Dingcheng Biology Technology Partnership (Limited Partnership) (泰州頂誠生物科技合夥企業(有限合夥))
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscriber” or “Yangtze River Pharmaceutical”	Yangtze River Pharmaceutical (Group) Co., Ltd. (揚子江藥業集團有限公司), a company incorporated in the PRC with limited liability
“Taizhou Baibei”	Taizhou Baibei Biotechnology Partnership (Limited Partnership) (泰州百倍生物科技合夥企業(有限合夥))
“Taizhou Guquan”	Taizhou Guquan Biotechnology Partnership (Limited Partnership) (泰州古泉生物科技合夥企業(有限合夥))
“Taizhou Yuangong”	Taizhou Yuangong Technology Partnership (Limited Partnership) (泰州元工科技合夥企業(有限合夥))
“Unlisted Foreign Share(s)”	ordinary share(s) issued by the Company with a nominal value of RMB1.00 each and are held by foreign investors and are not listed on any stock exchange
“Wuhan Recogen”	Wuhan Recogen Biotechnology Co., Ltd. (武漢瑞科吉生物科技有限公司)
“%”	per cent

For illustrative purpose only, conversions of HK\$ and RMB are based on the mid-point exchange rate of HK\$1.00=RMB0.92323 announced by the People’s Bank of China on November 11, 2024. No representation is made that any amount in HK\$ or RMB could have been or could be converted at the above rate or any other rates.

LETTER FROM THE BOARD



Jiangsu Recbio Technology Co., Ltd.
江蘇瑞科生物技術股份有限公司

(a joint stock company incorporated in the People's Republic of China with limited liability)
(Stock code: 2179)

Executive Directors

Dr. LIU Yong (劉勇) (*Chairman and
General Manager*)
Mr. LI Bu (李布)
Ms. CHEN Qingqing (陳青青)
Dr. HONG Kunxue (洪坤學)

Non-executive Directors

Dr. WANG Ruwei (王如偉)
Dr. ZHANG Jiaxin (張佳鑫)
Dr. ZHOU Hongbin (周宏斌)
Mr. HU Houwei (胡厚偉)

Independent Non-executive Directors

Dr. XIA Lijun (夏立軍)
Mr. LIANG Guodong (梁國棟)
Prof. GAO Feng
Prof. YUEN Ming Fai (袁銘輝)

*Headquarters and Registered
Office in the PRC*

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*Principal Place of Business
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Hong Kong

To the Shareholders

Dear Sir or Madam,

**PROPOSED ISSUANCE OF DOMESTIC SHARES AND SIGNING OF
SHARE SUBSCRIPTION CONTRACT WITH CONDITIONS PRECEDENT
PROPOSED AUTHORIZATION TO THE BOARD AND ITS DELEGATED
PERSONS TO DEAL WITH MATTERS RELATING TO THE ISSUANCE
OF DOMESTIC SHARES
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

I. INTRODUCTION

Reference is made to the announcement of the Company dated November 11, 2024 in respect of, among other things, the Proposed Issuance of Domestic Shares, Signing of Share Subscription Contract with Conditions Precedent and Authorization to the Board and Its

LETTER FROM THE BOARD

Delegated Persons to Deal with Matters Relating to the Issuance of Domestic Shares. The purpose of this circular is to provide you with the notice of the EGM and all the information reasonably necessary to enable you to make an informed decision on whether to vote for or against the proposed resolutions at the EGM.

At the EGM, the following resolutions will be proposed to consider, and (if thought fit) approve:

1. Proposed Issuance of Domestic Shares and Signing of Share Subscription Contract with Conditions Precedent; and
2. Proposed Authorization to the Board and Its Delegated Persons to Deal with Matters Relating to the Issuance of Domestic Shares.

In order to enable you to have a better understanding of the resolutions to be proposed at the EGM and to make an informed decision in the circumstances where sufficient and necessary information is available, we have provided detailed information in this circular to the Shareholders.

II. MATTERS TO BE CONSIDERED AT THE EGM

(I) Proposed Issuance of Domestic Shares and Signing of Share Subscription Contract with Conditions Precedent

1. Proposed Issuance of Domestic Shares

The Board hereby announces that, in order to further enhance the overall competitiveness of the Company, increase the risk resistance capacity, replenish the research and development funds for product pipelines under research, and promote the stable and healthy development of its business, on November 11, 2024, the Board meeting approved the resolutions on the Company's issuance of Domestic Shares, and proposed to issue not more than 143,112,702 Domestic Shares to the Subscriber under the specific mandate. Details of the Issuance are as follows:

In accordance with the requirements of the Company Law of the People's Republic of China, the Securities Law of the People's Republic of China, the Measures for the Supervision and Administration of Non-listed Public Companies, the Listing Rules and other relevant laws and regulations, departmental rules and normative documents, the Company has proposed the Issuance plan as follows:

Class and nominal value of Shares to be issued	:	The ordinary Domestic Shares with a nominal value of RMB1.00 each to be issued under the Issuance will be subscribed for by domestic investors in RMB.
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LETTER FROM THE BOARD

- Number of Shares to be issued** : The number of Shares to be issued under the Issuance shall not exceed 143,112,702 Shares, representing approximately 92.44% and 29.63% of the existing total issued Domestic Shares and the total number of Shares in issue prior to the Issuance, respectively, and approximately 48.03% and 22.86% of the total issued Domestic Shares and the total number of Shares in issue after the Issuance, respectively. The actual number of Shares to be issued shall be subject to the approval by the regulatory authorities and the final subscription amount by the Subscriber.
- Subscriber** : The Subscriber of the Issuance is Yangtze River Pharmaceutical. The Subscriber is not a connected person of the Company, and there is no pre-emptive subscription arrangement for the existing Shareholders of the Company.
- Issue price** : The price of the Issuance will be RMB5.59 per Share.
- Method of issuance** : Ordinary Domestic Shares will be issued under the Issuance to selected Subscriber by way of non-public issuance.
- Lock-up arrangement** : The Shares to be issued under the Issuance shall comply with the requirements of the laws and regulations of the PRC, the regulatory rules of the place where the Shares are listed and the Articles of Association in relation to Share transfer.
- Disposal of accumulated undistributed profits** : The accumulated undistributed profits prior to the completion of the Issuance shall be shared by all Shareholders of the Company upon the completion of the Issuance in accordance with the proportion of their respective paid-in capital.
- Use of proceeds** : It is expected that the proceeds from the Issuance will be approximately RMB800,000,004. After deducting the relevant issuance expenses, it will be used for the research and development of shingles vaccine products and the supplement of working capital, details of which are as follows:
- (i) Approximately 70% (RMB560 million) will be used for the shingles vaccine project, among which, the expense of clinical trials accounts for 31%, the expense of registration, industrialization and commercialization accounts for 31%, and the expense of manufacturing preparation for process validation accounts for 8%; and
 - (ii) Approximately 30% (RMB240 million) will be used for the supplement of working capital.

LETTER FROM THE BOARD

Validity period of the Issuance plan : The validity period of the Issuance plan shall be 12 months from the date of consideration and approval at the EGM. The Board may, subject to the actual situation, propose at the EGM to consider and approve, at its discretion, the extension of the validity period of the Issuance plan.

The relevant resolutions in relation to the Issuance are subject to the consideration and approval at the EGM and the approval by the relevant regulatory authority (i.e. CSRC). The final plan approved by the relevant regulatory authority (i.e. CSRC) shall prevail.

2. Signing of Share Subscription Contract with Conditions Precedent

The Company signed a Share Subscription Contract with the Subscriber on November 11, 2024, pursuant to which the Subscriber has conditionally agreed to subscribe for, and the Company has conditionally agreed to issue a total of 143,112,702 Domestic Shares at the subscription price of RMB5.59 per Share. The main contents of the Share Subscription Contract are as follows:

Date

November 11, 2024

Parties

The Company;

Dr. LIU; and

Yangtze River Pharmaceutical (as Subscriber)

As of the Latest Practicable Date, to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Yangtze River Pharmaceutical and its ultimate beneficial owners are third parties independent of the Company and its connected persons under the Listing Rules. It is expected that after the completion of the Issuance, Yangtze River Pharmaceutical will become a substantial Shareholder and a connected person of the Company under the Listing Rules.

Subscription Price

The subscription price of each Share of the Domestic Shares in the Issuance is RMB5.59, with a nominal value of RMB1 each.

The subscription price is:

- (1) approximately 26.52% discount compared to the closing price of HK\$8.24 per H Share on the Stock Exchange on the day the Share Subscription Contract was signed (i.e. November 11, 2024);

LETTER FROM THE BOARD

- (2) approximately 27.19% discount compared to the average closing price of approximately HK\$8.32 per H Share on the Stock Exchange on the five trading days prior to the signing of the Share Subscription Contract;
- (3) approximately 27.54% discount compared to the average closing price of approximately HK\$8.36 per H Share on the Stock Exchange on the ten trading days prior to the signing of the Share Subscription Contract;
- (4) approximately 28.61% discount compared to the average closing price of approximately HK\$8.48 per H Share on the Stock Exchange on the twenty trading days prior to the signing of the Share Subscription Contract.

The Issuance will not result in a theoretical dilution effect of 25% or more, which is in compliance with Rule 7.27B of the Listing Rules.

The issue price of the Issuance shall be determined after fair negotiations between the Company and the Subscriber in accordance with the capital market conditions at the time of issuance and market practices, taking into account the interests of the Shareholders, the acceptance level of the investors and the issuance risks.

Quantity and Method of Subscription

The Subscriber subscribed for 143,112,702 Domestic Shares in the Issuance (the “**Subscription Shares**”). The subscription price of RMB800,000,004 shall be paid by Subscriber in cash in RMB (the “**Subscription Payment**”), of which the amount of RMB143,112,702 paid by the Subscriber shall be included in the registered capital of the Company, and the remaining amount of RMB656,887,302 shall be included in the capital reserve of the Company.

Payment Arrangement of Subscription Payment

The Subscriber shall remit the Subscription Payment to the collection account as stipulated in the Share Subscription Contract within five (5) working days from the date on which all of the Payment Prerequisites (as defined below) as stipulated hereof have been satisfied or the relevant closing conditions have been waived in writing by the Subscriber.

The date on which the Subscriber shall remit the Subscription Payment to the collection account designated by the Company shall be the payment date (the “**Payment Date**”).

Procedures

The Company shall provide a certificate of capital contribution to the Subscriber on the date on which it receives the Subscription Payment from the Subscriber. Meanwhile, the Company will complete all legal formalities for the Issuance in a timely manner in accordance with PRC laws, the regulatory rules of the place where the Shares are listed, the general meeting of the Company and the relevant authorizations of the Board, including entering into

LETTER FROM THE BOARD

the agreement on third-party supervision of the fundraising account, registration of new Shares, handling procedures such as the change of the corporate registration for the Issuance. In particular, the Company shall, within fifteen (15) business days after the Payment Date, submit the Subscriber's application documents for the Share registration of the Subscription Shares with China Securities Depository and Clearing Corporation Limited. However, if the Company fails to submit the application documents in a timely manner due to the reasons of the Subscriber, it will not be deemed that the Company has violated the provisions of the Share Subscription Contract.

The Subscriber shall provide necessary cooperation for the matters in relation to the Share registration stated above, including but not limited to providing and signing certain documents required for such registration; accordingly, the Company shall provide the corresponding list of materials to be provided in cooperation and the necessary regulatory basis upon the request of the Subscriber.

The date on which the Share registration procedures of the Subscription Shares of the Subscriber are completed with China Securities Depository and Clearing Corporation Limited shall be the record date (the "**Record Date**").

From the Record Date, the Subscriber shall enjoy the Shareholders' rights and assume the Shareholders' obligations in respect of the Subscription Shares held by it in accordance with PRC laws, the regulatory rules of the place where the Shares are listed, the Articles of Association and the Share Subscription Contract.

Subscriber Loans

Prior to the Issuance, the Subscriber and/or its designated entity provided the Company with loans in an aggregate amount of RMB200 million (the "**Subscriber Loans**"). The Subscriber and/or its designated entity shall remit the loans of RMB200 million to the account designated by the Company within three working days after the relevant resolutions in relation to the Issuance are considered and approved by the Shareholders' general meeting of the Company.

The purposes of the Subscriber Loans are limited to the clinical trials of the Company's products and the promotion of the marketing of the products as soon as possible or other operating purposes as confirmed in writing by the Subscriber.

The interest rate of the Subscriber Loans shall be 3.8% per annum. The annual interest rate of the Subscriber Loans is determined by reference to (i) the One-Year Loan Prime Rate (LPR) of 3.1% published by the National Interbank Funding Center authorised by the People's Bank of China on October 21, 2024, with an upward adjustment of 70BPs; and (ii) the weighted average comprehensive rate of 3.84% of the principal and interest of the Company's outstanding loans as of October 31, 2024, after fair negotiations between both parties.

LETTER FROM THE BOARD

Within 3 working days after the capital increase payment in an amount equal to the aggregate amount of the principal and interest of the Subscriber Loans paid by the Subscriber to the Company pursuant to the Issuance, the Company shall repay all the aforesaid principal and interest of the loans to the Subscriber and/or its designated party (the Company may also repay all the principal and interest of the loans in advance). If the Company fails to repay any principal and corresponding interest of the loans within such periods, the Subscriber has the right to deduct all the principal and interest of the loans from the remaining capital increase payment to the Company without any liability. Until the Company fully repays the principal and interest of the loans, the Subscriber shall perform the obligation to pay the remaining capital increase payment in accordance with the provisions of the transaction documents.

If the Company decides to terminate or cancel the Issuance in accordance with the laws after the relevant resolutions in relation to the Issuance are considered and approved by the Shareholders' general meeting of the Company and before the Share Subscription Contract comes into effect, or after the Share Subscription Contract comes into effect and before the Subscriber pays all or part of the Subscription Payment, the Company shall return the principal of the above-mentioned RMB200 million loans and the corresponding interest to the Subscriber within 5 working days after making such decision, but no later than March 31, 2025. Subsequently, if the Subscriber and the Company expressly agree in writing on other repayment dates, such repayment date agreed in such written confirmation shall prevail.

Subscriber Loans do not require pledge of the Company's assets. Considering that (i) the weighted average comprehensive rate of the principal and interest of the Company's outstanding loans as of October 31, 2024 is 3.84%; (ii) currently, the interest rates of the Company's loans from the third party commercial banks for industrialization construction are 3.95%-4.2%; (iii) the Subscriber Loans are conducive to supporting the business development of the Company, adjusting capital structure and reducing the financial risks; and (iv) the relevant terms are determined after fair negotiations between both parties, and therefore are fair and reasonable, the Board is of the view that the Subscriber Loans (including the interest rate) are conducted on normal commercial terms or better.

The Subscriber Loans do not constitute a notifiable transaction under Chapter 14 and a connected transaction under Chapter 14A of the Listing Rules.

Use of Subscription Payment

After receiving the Subscription Payment, the Company will ensure it will be used for the Company's product development, daily operations and/or purposes as confirmed by the Subscriber, and such purposes and use are in line with the plan for use of proceeds which was approved by the general meeting and/or the Board of the Company and disclosed to the public. If the purposes and use of Subscription Payment change, the Company shall timely perform necessary internal decision-making and information disclosure procedures in accordance with PRC laws, the regulatory rules of the place where the Shares are listed and the Articles of Association.

LETTER FROM THE BOARD

The Company guarantees that it will not use the Subscription Payment for the following purposes:

1. to repay debts incurred by the Company and group members not for their main business operations;
2. for dividend distribution;
3. to provide guarantees and loans to any third party other than Shareholders or group members;
4. to purchase securities, bonds or other non-principal-guaranteed wealth management products or investment products, etc.;
5. to pay abnormally high remuneration to the management and employees, and to repurchase Shares for employee equity incentives;
6. to be occupied and used by related parties/connected persons other than group members (whether paid or gratuitous);
7. other activities that may be deemed illegal.

Payment Prerequisites

The Subscription Payment made by the Subscriber to the Company in accordance with the Share Subscription Contract shall be subject to the following conditions (the “**Payment Prerequisites**”) being met in full or waived in advance by the Subscriber in writing:

1. There are no judgments, awards, rulings or injunctions by Chinese laws, courts, arbitration institutions or relevant government authorities that restrict, prohibit or cancel the Issuance, nor are there any pending or potential litigation, arbitration, judgments, awards, rulings or injunctions that have or will have significant adverse impact on the Issuance;
2. The Issuance was approved by the Board and Shareholders’ general meeting of the Company, and obtained approval for registration from the CSRC;
3. The Share Subscription Contract has been duly signed by all parties and has come into effect;
4. The representations, statements and guarantees made by the Company and Dr. LIU in the Share Subscription Contract remained to be faithful, complete and accurate from the signing date of the Share Subscription Contract to the Payment Date, and

LETTER FROM THE BOARD

they have performed the matters to be performed on or before the Payment Date as provided in the Share Subscription Contract without any behaviors in substantive violation of the Share Subscription Contract;

5. There was no material adverse impact on the financial position of the Company from the signing date of the Share Subscription Contract to the Payment Date;
6. From the date of signing of the Share Subscription Contract to the Payment Date, there have not been or have not occurred events, facts, conditions, changes or other circumstances that had or are reasonably foreseeable to have material adverse effects on the assets, financial structure, liabilities, technologies and normal operations of the Company and other group members;
7. The Subscriber has completed due diligence (including but not limited to finance, legal affairs, taxation, business, human resources, etc.) and the results of the due diligence have been confirmed in writing by the Subscriber to be in line with its investment intention (the Subscriber shall confirm in writing to the Company no later than the date on which the Issuance is considered and approved at the Shareholders' general meeting of the Company);
8. The Company and Dr. LIU have issued a confirmation letter to the Subscriber confirming the above-mentioned prerequisites that the Company and Dr. LIU should fulfill have been met.

The Company and Dr. LIU shall use their best commercially reasonable endeavors to procure that each of the Payment Prerequisites that the Company and Dr. LIU should fulfill shall be satisfied within six (6) months from the date of signing of the Share Subscription Contract or within thirty (30) days after the Issuance has obtained the approval for registration from the CSRC, whichever is earlier.

Transitional Arrangements

The Company and other group members shall conduct their business as usual from the signing date of the Share Subscription Contract to the Record Date (the “**Transition Period**”) and shall use their best efforts to maintain the integrity of the business organization, maintain relationships with third parties and retain existing officers and employees (except for normal staff turnover), and maintain the major assets and properties owned or used by the Company and other group members in their existing condition (except for normal wear and tear).

During the Transition Period, (1) the Company shall not distribute profits or convert capital reserves into share capital, (2) no mortgage, pledge, lien, judicial freeze or other encumbrance may be placed on any assets of the Company (except those which have been placed but not released and have been disclosed to the Subscriber prior to the signing of the Share Subscription Contract), (3) the Company shall not dispose of the major assets of the Company (including but not limited to real estate, intellectual property, technical secrets, etc.),

LETTER FROM THE BOARD

directly or indirectly, in any manner, (4) Dr. LIU shall not place pledges or other encumbrances over all the Shares of the Company directly/indirectly held by him, (5) the Company is not allowed to incur any material non-operating debts or provide guarantees (i.e. financial debts or other non-financial borrowings and other debts of more than RMB5 million or related external guarantees) without the prior written consent of the Subscriber, and the signing of major business contracts (i.e. the signing of business contracts with a subject amount of more than RMB5 million) shall be notified to the Subscriber in writing (including by email) in advance, (6) there shall be no changes in the Company's operations or financial conditions and other aspects that are sufficient to cause a material adverse effect, etc., and (7) for other acts that may substantially cause the interruption of the Company's operation, the prior written consent of the Subscriber is required.

During the Transition Period, the Company and Dr. LIU shall notify the Subscriber in writing of the following matters in a timely manner, and discuss with the Subscriber the impact of such matters on the Company, so as to ensure the stable operation of the Company in a reasonable manner:

1. any changes that have or may have a material adverse effect on the share capital structure, financial position, assets, liabilities, business or operations of the Company;
2. the progress of supervisory approval and registration of new Shares in respect of the Issuance.

During the Transition Period, the Subscriber understands and agrees that the Company and Dr. LIU perform the foregoing obligations on the premise that the Company does not violate the PRC laws and the requirements of the regulatory rules of the place where the Shares are listed. If the disclosure of the information to the Subscriber by the Company or Dr. LIU may cause the Company and Dr. LIU to violate the PRC laws and the requirements of the regulatory rules of the place where the Shares are listed, the Company and Dr. LIU may postpone the disclosure of information to the Subscriber to the earliest time permitted by the PRC laws and the requirements of the regulatory rules of the place where the Shares are listed.

Lock-up Arrangement

The parties to the Share Subscription Contract agree that if there are mandatory provisions in PRC laws and the regulatory rules of the place where the Shares are listed in relation to the lock-up arrangement for the Subscription Shares, such provisions shall be complied with.¹

1. The Subscriber of the Issuance may be subject to a lock-up period up to 12 months, which is subject to the requirements of the CSRC. The Company will disclose the lock-up arrangement (if any) once the CSRC makes its final decision.

LETTER FROM THE BOARD

Disposal Plan of Accumulated Undistributed Profits

The parties agree that the capital surplus and accumulated undistributed profits of the Company prior to the Record Date of the Issuance shall be shared by the new and existing Shareholders after the Issuance in accordance with the proportion of their respective paid-in capital from the Record Date onwards.

Taxes and Fees

The parties to the Share Subscription Contract shall bear their own costs and expenses incurred by them in connection with the transactions thereunder. For the avoidance of doubt, the Company shall bear the costs incurred by engaging the intermediary service providers (securities firms, lawyers, accountants, etc.) in connection with the Issuance, the due diligence required for the subscription, and the filing of reports or opinions and all other necessary paperwork and materials with the CSRC, the Hong Kong Securities and Futures Commission, the Stock Exchange and China Securities Depository and Clearing Corporation Limited, etc.

Effectiveness and Termination of the Share Subscription Contract

The Share Subscription Contract shall come into existence on the date on which it is signed by the parties (in the case of a company or partnership, it shall be signed/sealed by the legal representative or the representative or authorized representative designated by the managing partner and affixed with official seal; in the case of a natural person, it shall be signed/sealed by the natural person or authorized representative), and shall become effective after the Issuance is approved by the Board and the general meeting of the Company and the approval for registration from the CSRC is obtained.

Unless otherwise agreed in the Share Subscription Contract, the parties to the Share Subscription Contract may terminate the Share Subscription Contract by mutual agreement in writing and determine the effective time of the termination.

After the Share Subscription Contract becomes effective, if the Subscriber fails to pay the Subscription Payment within the time as stipulated in the Share Subscription Contract, the Company has the right to terminate the Share Subscription Contract and require the Subscriber to pay the Company liquidated damage equivalent to 10% of the amount of the Subscription Payment within 10 days from the date on which the Company issues a written notice to terminate the Share Subscription Contract.

If the Company fails to submit the application documents for the Share registration as stipulated in the Share Subscription Contract after the Subscriber pays the Subscription Payment as stipulated in the Share Subscription Contract, the Subscriber has the right to terminate the Share Subscription Contract and require the Company or Dr. LIU to pay the Subscriber liquidated damage equivalent to 10% of the amount of the Subscription Payment

LETTER FROM THE BOARD

within 10 days from the date on which the Subscriber issues a written notice to terminate the Share Subscription Contract. In case the contract is terminated, the Company shall refund the Subscription Payment actually paid by the Subscriber.

If any force majeure event or the effect of a force majeure event prevents a party from fulfilling all or part of its obligations under the Share Subscription Contract for a period of more than one month, the contracting party free from the effect of the force majeure event shall have the right to request the termination of the Share Subscription Contract and be exempt from part of its obligations under the Share Subscription Contract or delay the fulfilment of the Share Subscription Contract.

In the course of the Issuance, the parties warrant and undertake to strictly comply with the anti-bribery and anti-unfair competition and other relevant laws and regulations (the “**Anti-bribery Regulations**”), and that neither it, nor any of its employees, representatives, advisers and other subjects shall directly or indirectly pay or undertake to pay any cash or cash equivalents, job offers, services, trade secrets or other benefits in violation of the Anti-bribery Regulations to any other party, or any of its employees, representatives, advisers and other subjects. In the course of the Issuance and the performance of the transaction documents relating to the Issuance, any violation of the Anti-bribery Regulations by the employees, representatives, advisers and other subjects of any party shall be deemed as a breach of contract, and the non-defaulting party shall be entitled to unilaterally terminate the Share Subscription Contract and require the defaulting party to bear the liability for such breach with an amount not less than that of the damages caused.

Upon cancellation or termination of the Share Subscription Contract, all rights and obligations of the parties thereto under the Share Subscription Contract shall cease immediately, and unless otherwise agreed in the Share Subscription Contract, each party shall return the consideration received from the other party under the Share Subscription Contract in accordance with the principle of fairness, reasonableness, honesty and good faith as agreed therein, and try to restore it to the status before the signing of the Share Subscription Contract as far as possible, without prejudice to the right of the non-defaulting party to demand that the defaulting party be held liable for the breach of the contract and compensate for the loss.

Share Circulation Arrangements

The Company and Dr. LIU undertake that, after completion of the Issuance, if the Subscriber intends to apply for “full circulation” or “partial circulation” of the H Shares in respect of the Subscription Shares held by them, the Company and Dr. LIU will make reasonable commercial endeavors to cooperate with the Subscriber to complete the “full circulation” or “partial circulation” of the H Shares, including timely completing the deliberation procedures by the Board and the general meeting of the Company, submitting the “full circulation” or “partial circulation” application of the H Shares in accordance with the results of the deliberation, and responding to the filing and examination questions of the securities regulatory authorities in a timely manner until the completion of the filing for “full circulation” or “partial circulation” of the H Shares.

LETTER FROM THE BOARD

Representations, Statements and Guarantees

Corporate Governance

The Company and Dr. LIU undertake that, in accordance with PRC laws, the regulatory rules of the place where the Shares are listed and the Articles of Association, they will actively promote the optimization and adjustment of the Company's governance structure and personnel pursuant to the arrangements agreed by the Company, Dr. LIU and the Subscriber through the necessary deliberation and decision-making procedures such as the Board meeting and the general meeting of the Company in relation to the Issuance in 2024 and the first (including extraordinary) Board meeting of the Company in 2025.

In the event that the Company is unable to convene the Board meeting or the general meeting of the Company on time at the above time points as a result of any obstacles not attributable to the Company, Dr. LIU and the Subscriber, such as laws and regulations, regulatory policies and window guidance from the competent authorities, the Company and Dr. LIU shall, at the first time after the aforesaid obstacles have been removed, actively push forward the corresponding deliberation and decision-making procedures in accordance with the manner as stipulated in the preceding paragraph. Notwithstanding the aforesaid covenant in the preceding paragraph, the matters stipulated in the preceding paragraph shall be completed no later than the Payment Date of the subscription.

Deregistration of Wuhan Recogen

Upon in-depth analysis and prudent consideration, the Company decided to deregister Wuhan Recogen, which was established to conduct the R&D of mRNA COVID-19 vaccine, because the Company considered continuing to advance the subsequent registration and commercialization of the project of Wuhan Recogen will not yield favorable economic and social benefits due to the relatively low global demand for COVID-19 vaccines at present. The Company will no longer make new rounds of clinical development for COVID-19 vaccine projects developed against the existing strains, but will reasonably allocate resources based on the future development plans for respiratory combination vaccines, the market, policy environment and other factors. The Company is of the view that the arrangement of deregistration of Wuhan Recogen is in the interest of the Company.

The Company and Dr. LIU undertake that they will obtain a written confirmation document from the Management Committee of Wuhan East Lake High-tech Development Zone, which approves, without imposing any liability for breach of contract, related matters such as the termination of cooperation with Shenzhen Rhegen Biotechnology Co., Ltd. (深圳瑞吉生物科技有限公司) and the proposed deregistration of Wuhan Recogen, or that each of the parties will sign a formal agreement on cancellation or termination of cooperation with the Management Committee of Wuhan East Lake High-tech Development Zone, before the Payment Date of the subscription.

Wuhan Recogen is a limited liability company jointly established by the Company, Shenzhen Rhegen Biotechnology Co., Ltd. and Wuhan Aiweige Biotechnology Co., Ltd. (武漢艾維格生物科技有限公司) for the R&D of mRNA vaccines, the main business of which is the R&D of mRNA COVID-19 vaccine. As at the Latest Practicable Date, the Company, Shenzhen Rhegen Biotechnology Co., Ltd. and Wuhan Aiweige Biotechnology Co., Ltd. held 55%, 40%

LETTER FROM THE BOARD

and 5% of the equity interests in Wuhan Recogen, respectively. Wuhan Recogen is a subsidiary of the Company. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, as at the Latest Practicable Date, Shenzhen Rhegen Biotechnology Co., Ltd., Wuhan Aiweige Biotechnology Co., Ltd. and their ultimate beneficial owners are third parties independent of the Company and its connected persons.

As of October 31, 2024 and for the ten months ended October 31, 2024, Wuhan Recogen recorded unaudited total assets of RMB4,555,616.19, operating revenue of RMB0, both loss before tax and loss for the period of RMB1,118,020.22, and accumulated losses of RMB47,212,359.76 in accordance with International Financial Reporting Standards. It is confirmed by the Company that there has been no material change of the financial status of Wuhan Recogen since November 1, 2024.

The Company has made provision for asset impairment losses on the long-term equity investment of Wuhan Recogen of RMB5.5 million, and made provision for bad debts on the borrowings and interests of RMB37,075,547.94 as at December 31, 2023¹. Taking into account the assets, profits and revenue of Wuhan Recogen in its books as at October 31, 2024, the proposed deregistration of Wuhan Recogen will have no material adverse impact on the finance of the Group.

Certification of High and New Technology Enterprise

The Company and Dr. LIU undertake to actively apply for and obtain the certification of "High and New Technology Enterprise" for the listed entity, so as to enable the enterprise to obtain preferential measures in respect of tax and research and development expenses.

COVID-19 Vaccine Project

The Company and Dr. LIU undertake to properly handle the assets and personnel related to the COVID-19 vaccine pipeline, including but not limited to the related real estate, intangible assets, research and development contracts, raw material procurement contracts, and pending litigation or arbitration.

Environmental Inspection Procedures

The Company and Dr. LIU undertake to properly complete the acceptance and public announcement of the environmental protection facilities of Phase I construction of the HPV industrialization base construction project according to the actual situation of the construction projects, as well as the environmental inspection approval procedures, and the acceptance and public announcement of the environmental protection facilities for the industrialization project of innovative adjuvanted vaccine.

1. "Provision for asset impairment losses on the long-term equity investment of RMB5.5 million" is calculated based on the registered capital of RMB10 million of Wuhan Recogen and the Company's shareholding ratio in Wuhan Recogen (i.e. 55%). "Provision for bad debts on the borrowings and interests of RMB37,075,547.94" is calculated based on the Company's accumulated loan of RMB35 million (with an interest rate of 3.7%) to Wuhan Recogen due to Wuhan Recogen's demand on business development from April 29, 2022 to December 31, 2023 and the interests of RMB2,075,547.94 during such period. As the Company decided to deregister Wuhan Recogen, which was established to conduct the R&D of mRNA COVID-19 vaccine, and after taking into account the book value of its net assets, the relevant investments and current amounts are not expected to be recovered, a full provision for impairment losses is made.

LETTER FROM THE BOARD

Construction Projects

The Company and Dr. LIU undertake that the existing construction projects under construction of the Company and its group members are legal and compliant, and the relevant approvals, ratifications and filing procedures have been obtained in accordance with laws.

Real Estate Certificates

The Company and Dr. LIU undertake to strive to complete the processing of real estate certificates involved in the construction project of the HPV industrialization base as soon as possible within the year of 2025.

Performance Commitment

The Company, Dr. LIU, the management and the Shareholding Platforms undertake and use their best endeavours to ensure that the Company achieves the following performance indicators at each stage: (1) the clinical analysis report for HPV vaccine shall be obtained by August 31, 2025 and no later than February 28, 2026; (2) the product marketing application for HPV vaccine shall be submitted by December 31, 2025 and no later than June 30, 2026; (3) the HPV vaccine shall be approved for marketing by December 31, 2026 and no later than June 30, 2027; (4) the clinical analysis report for shingles vaccine shall be obtained by September 30, 2025 and no later than March 31, 2026; (5) the product marketing application for shingles vaccine shall be submitted by December 31, 2025 and no later than May 31, 2026; (6) the shingles vaccine shall be approved for marketing by November 30, 2026 and no later than May 31, 2027.

In the event that any of the above-mentioned new drugs of HPV vaccine and shingles vaccine of the Company fails to complete any of the milestones of the aforesaid “Performance Commitment” as scheduled and, as reasonably deduced by the Subscriber, may affect the success of the approval of the new drugs for marketing by June 30, 2027, Dr. LIU shall cooperate with the Nomination Committee of the Board of the Company to facilitate the evaluation and adjustment² of the key personnel in the positions¹ affecting the progress and marketing of the products, with a view to realizing the approval for marketing of the new drugs as scheduled.

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1. The scope of the key personnel is those related to the HPV vaccine and shingles vaccine projects, specifically including the key personnel in the positions affecting the progress and marketing of the products. These include the executive Directors and chief executive of the Company.
 2. Whether to make an adjustment on the key personnel in the positions is subject to the approval of the relevant personnel adjustment procedures of the Company. For executive Directors of the Company, the current Board or Shareholders who have individually or collectively held more than 3% of the Company’s Shares for a continuous period of 365 days may nominate a Director, and the Nomination Committee of the Board of the Company shall independently consider the qualifications of the candidate, and submit to the Shareholders’ general meeting for voting after the nomination being approved by more than half of the Board, and then shall be approved by more than half of the voting rights held by Shareholders (including Shareholders’ proxy) attending the Shareholders’ general meeting; for the chief executive of the Company, it shall be nominated by the Board, and shall be independently considered the qualifications of the candidate by the Nomination Committee of the Board of the Company and approval upon by a majority of the Board. Such procedures are conducted independently by the Company. None of such terms has granted special Shareholders’ rights to Yangtze River Pharmaceutical. Such terms will be ineffective immediately after Yangtze River Pharmaceutical ceases to be a Shareholder of the Company.

LETTER FROM THE BOARD

Effect of the Issuance on the Shareholding Structure of the Company

As at the Latest Practicable Date, the total number of Shares of the Company in issue is 482,963,000, which comprises 154,824,311 Domestic Shares, 12,000,000 Unlisted Foreign Shares and 316,138,689 H Shares.

Assuming that a total of 143,112,702 Domestic Shares will be issued under the Issuance and there is no change in the total number of Shares of the Company in issue since the Latest Practicable Date, the shareholding structure of the Company (1) as at the Latest Practicable Date; and (2) immediately after the completion of the Issuance is set out as follows:

	As at the Latest Practicable Date		Immediately after the completion of the Issuance	
	Number of Shares	Approximate percentage of total number of Shares issued by the Company (%)	Number of Shares	Approximate percentage of total number of Shares issued by the Company (%)
Domestic Shares	154,824,311	32.06	297,937,013	47.59
Dr. LIU and Four Platforms	72,706,081	15.05	72,706,081	11.61
Yangtze River Pharmaceutical	–	–	143,112,702	22.86
Other domestic Shareholders	82,118,230	17.00	82,118,230	13.12
Unlisted Foreign Shares	12,000,000	2.48	12,000,000	1.92
H Shares	316,138,689	65.46	316,138,689	50.50
Dr. LIU and Four Platforms	24,235,359	5.02	24,235,359	3.87
Yangtze River HK	12,618,500	2.61	12,618,500	2.02
Other H Shareholders	279,284,830	57.83	279,284,830	44.61
Total	482,963,000	100	626,075,702	100

Notes:

- As of the Latest Practicable Date, Dr. LIU beneficially owns 193,943 Domestic Shares and 64,647 H Shares of the Company. In addition, Dr. LIU is the general partner of each of Taizhou Yuangong, Taizhou Baibei, Taizhou Guquan and Ruibaitai (collectively, the “**Four Platforms**”), and is interested in an aggregate of 72,512,138 Domestic Shares and 24,170,712 H Shares held by these Four Platforms. Therefore, Dr. LIU is deemed to be interested in the Shares held by each of the Four Platforms under the SFO.
- As of the Latest Practicable Date, Taizhou Xinchuanlv Enterprise Management Partnership (Limited Partnership) (“**Taizhou Xinchuanlv**”) holds 1,069,100 H Shares of the Company and Shanghai Teci Enterprise Management Co., Ltd. (上海特慈企業管理有限責任公司) is its managing partner. Shanghai Teci Enterprise Management Co., Ltd. is held by Ms. ZHU Yuqing as to 99% and Mr. XU Haoyu as to 1% of its equity interests, respectively. Ms. ZHU Yuqing is the spouse of Mr. XU Haoyu. Therefore, Mr. XU Haoyu is deemed to be interested in the Shares held by Taizhou Xinchuanlv under the SFO. Moreover, Yangtze River (Hong Kong) Limited (“**Yangtze River HK**”) holds 12,618,500 H Shares of the Company, and Mr. XU Haoyu is the chairman of Yangtze River Pharmaceutical and is also the chairman of Yangtze River HK. Mr. XU Haoyu and his family beneficially control Yangtze River HK as to 90% of its shares and Yangtze River Pharmaceutical as to 51% of its shares, respectively. Therefore, Mr. XU Haoyu and his family are deemed to be interested in the Shares held by Yangtze River Pharmaceutical (upon the Issuance) and Yangtze River HK under the SFO.
- As of the Latest Practicable Date, the trustee under the 2022 H Share Incentive Scheme of the Company has repurchased 5,474,000 H Shares.
- The relevant percentages have been rounded and may not add up to the total.

LETTER FROM THE BOARD

As of the Latest Practicable Date, the Company expects that, upon the completion of the Issuance, (i) the number of H Shares held by the public represents approximately 43.56% of the total share capital of the Company in issue, which satisfies the minimum percentage prescribed in the waiver granted by the Stock Exchange from strict compliance with the conditions imposed under Rule 8.08(1) of the Listing Rules, and (ii) the Company will continue to comply with the public float requirements under Rules 8.08(1)(a) and 18A.07 of the Listing Rules.

Reasons for and Purposes of the Issuance

In order to promote the business development of the Company, enhance its comprehensive competitiveness and ensure the realization of its operating goals and future development strategies, the Company proposed to issue no more than 143,112,702 Shares to facilitate the recombinant shingles vaccine pipeline and supplement working capital, which is conducive to improving the overall strength of the Company and increasing its capital reserve, thereby further optimizing the Company's financial structure, improving its profitability and anti-risk capability, and ensuring the stable and sustainable development of the Company in the future.

Equity Fund Raising Activities in the Past 12 Months

There were no fund raising activities involving issuance of its equity securities by the Company in the 12 months immediately preceding the Latest Practicable Date.

General Information

The Company

Founded in 2012, the Company is an innovative vaccine company with in-house R&D as its core driver of development. The Company adheres to its mission of “developing the first-class vaccines to protect human health” and has built three major technology platforms for innovative vaccines including novel adjuvant, protein engineering and immunological evaluation. It is one of the few companies that are capable of independently developing and producing a full range of novel adjuvants in the world. Currently, the Company has more than 10 high-value innovative vaccine pipeline portfolios, which cover major diseases including cervical cancer, shingles and respiratory syncytial virus. The Company's core products, namely the recombinant HPV 9-valent vaccine REC603 and the novel adjuvanted recombinant shingles vaccine REC610, are currently under phase III clinical trial in China.

Dr. LIU

Dr. LIU, the executive Director and general manager of the Company, is a substantial Shareholder of the Company as of the Latest Practicable Date.

LETTER FROM THE BOARD

Yangtze River Pharmaceutical

Founded in 1971, Yangtze River Pharmaceutical is a company incorporated in the PRC with limited liability. It is a large-scale private pharmaceutical enterprise mainly engaged in the research and development, production and sale of chemical drugs, traditional Chinese medicine and healthcare products. Yangtze River Pharmaceutical is one of the first batch of innovative enterprises nationwide and headquartered in Taizhou, Jiangsu Province. Yangtze River Pharmaceutical has more than 18,000 employees with subsidiaries located in Taizhou, Beijing, Shanghai, Nanjing, Guangzhou, Chengdu, Suzhou and Changzhou, etc. Yangtze River Pharmaceutical adheres to its mission of “Commit for Better Dedicate for Caring All”, practices the core values of “Create High Quality, Benefit the Public, Keep Continuous Innovation and Pursue Consummate Excellence”, and promotes the quality-centered culture of “Manufacture medicines for parents, manufacture medicines for relatives” with a commitment to providing high-quality and efficient drugs and healthcare to the society. As of the Latest Practicable Date, Mr. XU Haoyu serves as the chairman and general manager of Yangtze River Pharmaceutical and is responsible for its daily operation and management. Mr. XU Haoyu and his family beneficially control Yangtze River Pharmaceutical as to approximately 51% of its shares. The trade union committee of Yangtze River Pharmaceutical beneficially holds Yangtze River Pharmaceutical as to approximately 46.6% of its shares. The employee share ownership committee of the trade union of Yangtze River Pharmaceutical on behalf of all employees holding internal employee shares of Yangtze River Pharmaceutical entrusts and authorizes the trade union committee as a shareholder in its capacity to attend the shareholders’ meeting, exercise the shareholders’ rights and assume liability for the company to the extent of all capital contributions.

(II) Proposed Authorization to the Board and Its Delegated Persons to Deal with Matters Relating to the Issuance of Domestic Shares

The Board proposes to the general meeting to authorize the Board, which would in turn delegate the authority to specific persons (unless otherwise authorized by the Board, such persons being the chairman of the Board and the secretary of the Board of the Company) to severally or jointly deal with matters relating to the Issuance, including but not limited to:

1. signing and submitting the applications, reports and other documents related to the Issuance to the regulatory authorities, and completing certain procedures such as those for approval, registration, filing, licensing and consent;
2. determining the specific plan for the Issuance, including but not limited to the determination of the number of Shares to be issued, the Subscriber, the final price, the issuance timing and method, the lock-up period, the specific investment amount to be invested with the proceeds raised from the Issuance and other relevant matters, subject to the limitations of the plan for the Issuance as approved at the general meeting;

LETTER FROM THE BOARD

- making corresponding adjustments to the specific plan of the Issuance and other relevant matters (including the suspension and termination of the plan) in the event of changes in relevant laws, regulations or normative documents, or changes in regulatory policies or market conditions, except for matters that are required to be re-voted at the general meeting pursuant to the requirements of relevant laws, regulations, normative documents and the Articles of Association;
3. negotiating and signing the subscription agreement(s) in respect of the Domestic Shares with the Subscriber and confirming any amendments, implementation and termination of the subscription agreement(s) in respect of the Domestic Shares;
 4. handling the relevant work in relation to obtaining the approvals from the CSRC, the Stock Exchange and/or other relevant regulatory authorities for the Issuance;
 5. engaging and appointing domestic and foreign lawyers and other advisers in relation to the Issuance, and signing the engagement agreements and other relevant legal documents according to the actual needs of the Issuance;
 6. making appropriate amendments to the relevant contents of the plan for the Issuance according to the actual situation of the Issuance and the approval documents or requirements of the relevant regulatory authorities;
 7. signing, implementing, modifying and completing all the documents related to the Issuance, and conducting all the desirable or appropriate actions and matters related to the Issuance;
 8. approving the publication of announcements, circulars and notices related to the Issuance on the websites of the Stock Exchange and the Company, and submitting relevant forms, documents or other information to the Stock Exchange;
 9. upon completion of the Issuance, making corresponding amendments to the provisions in the Articles of Association in respect of the registered capital and shareholding structure of the Company according to the status of the Issuance, and completing the change, filing and registration with the company registration and regulatory authorities and other relevant government departments;
 10. upon completion of the Issuance, increasing the registered capital of the Company according to the results of the Issuance, and completing the relevant approval formalities with the regulatory authorities and relevant formalities for registration and filing with the administrative authorities for market regulation (including the application for change of the company registration matters and update of business license, etc.);
 11. taking all necessary measures to deal with other matters related to the Issuance in compliance with the relevant laws and regulations.

LETTER FROM THE BOARD

The validity period of the aforesaid authorization shall be twelve (12) months from the date of consideration and approval at the EGM. The Board may, subject to the actual situation, propose at the EGM to consider and approve, at its discretion, the extension of the validity period of the aforesaid authorization.

As the completion of the Issuance is subject to the satisfaction of certain conditions, the Issuance may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

III. THE EGM

The EGM will be held at 10:00 a.m. on Tuesday, December 24, 2024 at Conference Room, 3/F, Building G29, Standard Plant, China Medical City Phase 6, Medical High-tech District, Taizhou City, Jiangsu Province, the PRC by the Company. Notice convening the EGM is set out on pages 25 to 26 of this circular and published on the websites of the Stock Exchange (www.hkexnews.hk) and the Company (www.recbio.cn).

IV. CLOSURE OF REGISTER OF MEMBERS OF H SHARES

The register of members of H Shares of the Company will be closed from Thursday, December 19, 2024 to Tuesday, December 24, 2024, both days inclusive, during which period no transfer of H Shares will be registered, in order to determine the holders of the H Shares of the Company who are entitled to attend and vote at the forthcoming EGM to be held on Tuesday, December 24, 2024. To be eligible to attend and vote at the EGM, all properly completed transfer documents accompanied by the relevant share certificates must be lodged with the Company's H Share Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong no later than 4:30 p.m. on Wednesday, December 18, 2024 for registration.

V. PROXY ARRANGEMENT

The form of proxy of the EGM is enclosed and published on the websites of the Stock Exchange and the Company.

If you intend to appoint a proxy to attend the EGM, you are required to complete and return the accompanying form of proxy in accordance with the instructions printed thereon. For holders of H Shares, the form of proxy should be returned to the Company's H Share Registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong; for holders of Domestic Shares and Unlisted Foreign Shares, the form of proxy should be delivered in person or by mail to the Company's headquarters and registered office in the PRC in No. 888 Yaocheng Avenue, Medical High-tech District, Taizhou City, Jiangsu Province, the PRC, not less than 24 hours before the time fixed for holding the EGM (i.e. not later than 10:00 a.m. on Monday, December 23, 2024) or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjournment thereof should you so wish.

LETTER FROM THE BOARD

VI. VOTING BY POLL

In accordance with Rule 13.39(4) of the Listing Rules, any vote of Shareholders at the general meetings must be taken by poll except where the chairman of the EGM, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. The Company shall publish the poll results announcement in the manner prescribed under Rule 13.39(5) of the Listing Rules. Accordingly, the chairman of the EGM will exercise his/her power under the Articles of Association to demand a poll in relation to all the proposed resolutions at the EGM.

To the best of the Directors' knowledge, information and belief, none of the Shareholders are required to abstain from voting on the above resolutions at the EGM.

VII. RECOMMENDATION

The Board considers that all the resolutions proposed at the EGM are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favour of these proposed resolutions at the EGM.

VIII. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

By order of the Board
Jiangsu Recbio Technology Co., Ltd.
Dr. LIU Yong
Chairman

Jiangsu Province, the PRC
December 5, 2024

NOTICE OF EXTRAORDINARY GENERAL MEETING



Jiangsu Recbio Technology Co., Ltd. **江蘇瑞科生物技術股份有限公司**

(a joint stock company incorporated in the People's Republic of China with limited liability)
(Stock code: 2179)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the 2024 first extraordinary general meeting (the “EGM”) of Jiangsu Recbio Technology Co., Ltd. (the “Company”) will be held at 10:00 a.m. on Tuesday, December 24, 2024 at Conference Room, 3/F, Building G29, Standard Plant, China Medical City Phase 6, Medical High-tech District, Taizhou City, Jiangsu Province, the People’s Republic of China for the following purposes:

SPECIAL RESOLUTIONS

1. To consider and approve the Resolution on the Plan for the Issuance of Domestic Shares and Share Subscription Contract with Conditions Precedent; and
2. To consider and approve the Resolution on the Authorization to the Board and Its Delegated Persons to Deal with Matters Relating to the Issuance of Domestic Shares.

By order of the Board
Jiangsu Recbio Technology Co., Ltd.
Dr. LIU Yong
Chairman

Jiangsu Province, the PRC
December 5, 2024

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notes:

1. All resolutions at the EGM will be taken by poll (except where the chairman decides to allow a resolution relating to a procedural or administrative matter to be voted on by a show of hands) pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited. The EGM will be held by way of on-site voting. The results of the poll will be published on the websites of the Company at www.recbio.cn and Hong Kong Exchanges and Clearing Limited at www.hkexnews.hk after the EGM.
2. Any Shareholder entitled to attend and vote at the EGM convened by the above notice is entitled to appoint one or more proxies to attend and vote instead of him/her. A proxy need not be a Shareholder of the Company.
3. In order to be valid, the instrument appointing a proxy together with the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power of attorney or authority, must be completed and returned to the Company's headquarters and registered office in the PRC (for holders of Domestic Shares and Unlisted Foreign Shares) or H Share Registrar of the Company, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (for holders of H Shares), at least 24 hours before the EGM (i.e. before 10:00 a.m. on Monday, December 23, 2024) or any adjournment thereof. Completion and return of the form of proxy will not preclude a Shareholder from attending and voting at the EGM or any adjournment thereof should he/she so wish.
4. For the purpose of determining the list of holders of H Shares who are entitled to attend the EGM, the H Share Register of members of the Company will be closed from Thursday, December 19, 2024 to Tuesday, December 24, 2024, both days inclusive, during which period no transfer of H Shares will be registered. In order to be eligible to attend and vote at the EGM, unregistered holders of the H Shares shall ensure all transfer documents accompanied by the relevant share certificates must be lodged with the Company's H Share Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not later than 4:30 p.m. on Wednesday, December 18, 2024 for registration.
5. In case of joint Shareholders, the vote of the senior joint Shareholder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint Shareholder(s) and for this purpose, seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the joint shareholding.
6. Shareholders who attend the meeting in person or by proxy shall bear their own travelling and accommodation expenses.
7. A Shareholder or his/her proxy should provide proof of identity when attending the EGM.
8. Further details of the resolutions will be included in the circular of the Company dated December 5, 2024.
9. References to dates and times in this notice are to Hong Kong dates and times.

As at the date of this notice, the Board comprises Dr. LIU Yong as the chairman of the Board and an executive Director, Mr. LI Bu, Ms. CHEN Qingqing and Dr. HONG Kunxue as executive Directors, Dr. WANG Ruwei, Dr. ZHANG Jiaxin, Dr. ZHOU Hongbin and Mr. HU Houwei as non-executive Directors, and Dr. XIA Lijun, Mr. LIANG Guodong, Professor GAO Feng and Professor YUEN Ming Fai as independent non-executive Directors.