THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Shanghai Fosun Pharmaceutical (Group) Co., Ltd.*, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser(s) or transferee(s) or to the bank, stockbroker or other agents through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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FOSUN PHARMA
复星医药

上海復星醫藥（集團）股份有限公司

Shanghai Fosun Pharmaceutical (Group) Co., Ltd.*

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

(Stock Code: 02196)

PROPOSED ADOPTION OF THE 2025 A SHARE OPTION SCHEME
PROPOSED ADOPTION OF THE MANAGEMENT MEASURES FOR THE APPRAISAL SYSTEM OF THE 2025 A SHARE OPTION SCHEME
MANDATE TO BE GRANTED TO THE BOARD TO DEAL WITH MATTERS PERTAINING TO THE 2025 A SHARE OPTION SCHEME
PROPOSED ADOPTION OF THE 2025 H SHARE RSU SCHEME
MANDATE TO BE GRANTED TO THE BOARD TO DEAL WITH MATTERS PERTAINING TO THE 2025 H SHARE RSU SCHEME
CONDITIONAL H SHARE RSU GRANT UNDER THE 2025 H SHARE RSU SCHEME
DISCLOSEABLE AND CONTINUING CONNECTED TRANSACTION RENEWAL OF FINANCIAL SERVICES AGREEMENT
RENEWAL OF PRODUCTS/SERVICES MUTUAL SUPPLY FRAMEWORK AGREEMENT
AND
NOTICE OF EGM

Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders

越秀融資
YUE XIU CAPITAL

A letter from the Board, and a letter from the Independent Board Committee is set out on pages 12 to 117 and pages 118 to 119 of this circular, respectively. A letter from Yue Xiu Capital Limited, the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders, is set out on pages 120 to 141 of this circular.

Notice convening the EGM to be held on Thursday, 23 October 2025 at 1:30 p.m. at Sky Fortune Boutique Hotel Shanghai, No. 358 Hong Xu Road, Shanghai, the PRC is set out on pages EGM-1 to EGM-3 of this circular. The form of proxy for the EGM is enclosed herewith and also published on the websites of the Hong Kong Stock Exchange (https://www.hkexnews.hk) and of the Company (https://www.fosunpharma.com).

Whether or not you are able to attend the said EGM, you are reminded to complete, sign and return the form of proxy enclosed, in accordance with the instructions printed thereon. The form of proxy shall be lodged at the Company's Hong Kong share registrar for H Shares, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong no later than 24 hours before the time appointed for the convening of the EGM. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM should you so wish.

* *for identification purposes only*

29 September 2025

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Unless the context otherwise requires, the following expressions in this circular shall have the following meanings:

"2025 A Share Option Scheme" or "A Share Option Scheme"	the 2025 A Share Option Incentive Scheme of the Company proposed to be adopted at the EGM
"2025 H Share RSU Scheme" or "H Share RSU Scheme"	the 2025 H Share RSU Scheme of the Company proposed to be adopted at the EGM
"A Share(s)"	domestic share(s) with a nominal value of RMB1.00 each of the Company, which is (are) listed on the SSE and traded in RMB
"A Share Option(s)"	a right to be granted to A Share Option Participants to subscribe for such number of A Shares upon satisfaction of relevant conditions and payment of the A Share Option Exercise Price when exercised during the A Share Option Exercise Period pursuant to the A Share Option Scheme
"A Share Option Exercisable Date"	the date on which the A Share Options become exercisable upon satisfaction of the relevant exercise conditions under the A Share Option Scheme and approval of the Board, which must fall on a trading day of A Shares
"A Share Option Exercise Conditions"	the conditions prescribed under the A Share Option Scheme which must be satisfied by the A Share Option Participants in order for the A Share Options granted to them to become exercisable
"A Share Option Exercise Period"	the period during which the A Share Options may be exercised after the end of the relevant A Share Option Vesting Period
"A Share Option Exercise Price"	the price at which the A Share Option Participants may subscribe for A Shares upon the exercise of the A Share Options, as determined under the A Share Option Scheme
"A Share Option First Grant"	the proposed first grant of up to 4,580,900 A Share Options following the adoption of the A Share Option Scheme
"A Share Option Grant Date"	the date on which the Company grants the A Share Options to the A Share Option Participants, which must be a trading day of A Shares
"A Share Option Participant"	the eligible person(s) to be granted the A Share Option(s) under the A Share Option Scheme

"A Share Option Reserved Grant"	the further grant of up to 1,145,200 A Share Options reserved to be granted under the A Share Option Scheme subsequent to the A Share Option First Grant
"A Share Option Vesting Period"	the minimum period between the A Share Option Grant Date and the A Share Option Exercisable Date
"A Shareholder(s)"	holder(s) of A Shares
"Actual Selling Price"	an amount that is equal to the actual price at which the H Shares are sold (net of brokerage, Hong Kong Stock Exchange trading fee, Hong Kong SFC transaction levy, AFRC transaction levy and any other applicable costs) on vesting of an RSU pursuant to the H Share RSU Scheme
"Administrative Measures"	the Administrative Measures on Share Incentives of Listed Companies* (《上市公司股權激勵管理辦法》)
"Adoption Date"	the date on which the proposed adoption of the H Share RSU Scheme is approved by the Shareholders in general meeting or the date on which any other requisite approval(s) for the adoption of the H Share RSU Scheme as required under the Hong Kong Listing Rules is obtained, whichever is later
"AFRC"	the Accounting and Financial Reporting Council of Hong Kong
"Applicable Laws"	all applicable laws, regulations, ordinances or requirements of the relevant regulatory authorities including without limitation the Company Law, the Securities Law, the SFO and the Listing Rules
"Articles" or "Articles of Association"	the articles of association of the Company in effect from time to time
"associate(s)"	has the meaning ascribed to it under the Hong Kong Listing Rules
"Auditors"	the auditors for the time being of the Company
"Board"	the board of directors of the Company
"close associate(s)"	has the meaning ascribed to it under the Hong Kong Listing Rules

"Company"	Shanghai Fosun Pharmaceutical (Group) Co., Ltd.* (上海復星醫藥(集團)股份有限公司), a joint stock company incorporated in the PRC with limited liability, the H Shares and A Shares of which are listed and traded on the main board of the Hong Kong Stock Exchange and the SSE, respectively
"Company Law"	the Company Law of the PRC* (《中華人民共和國公司法》)
"Conditional H Share RSU Grant"	the conditional grant of (i) 953,500 RSUs to Mr. Chen, (ii) 686,500 RSUs to Ms. Guan, (iii) 686,500 RSUs to Mr. Wen, (iv) 610,200 RSUs to Mr. Wang, and (v) 762,800 RSUs to Mr. Liu, which is subject to the approval of the Independent Shareholders at the EGM
"connected person(s)"	has the meaning ascribed to it under the Hong Kong Listing Rules
"Continuous Risk Assessment Report"	the half-yearly continuous risk assessment report issued by the Company for internal reference in respect of the continuous assessment of the operation and financial risks status of Fosun Finance
"controlling shareholder(s)"	has the meaning ascribed to it under the Hong Kong Listing Rules
"core connected person(s)"	has the meaning ascribed to it under the Hong Kong Listing Rules
"Costs"	shall have the meaning ascribed to it in the section headed "*LETTER FROM THE BOARD — II. DETAILS OF THE RESOLUTIONS — (4) Proposed Adoption of the 2025 H Share RSU Scheme — (A) Principal Terms of the H Share RSU Scheme — 10. Vesting of RSUs*" in this circular
"CSRC"	the China Securities Regulatory Commission
"Director(s)"	the director(s) of the Company
"EGM"	the extraordinary general meeting of the Company to be held at Sky Fortune Boutique Hotel Shanghai, No. 358 Hong Xu Road, Shanghai, the PRC on Thursday, 23 October 2025 at 1:30 p.m. or any adjournment thereof

"Eligible Employee"	any executive Director, employee Director and senior management of the Company, the mid-level management personnel of the Group, and other employees of the Group whom the Board considers appropriate to be incentivised; however, no individual who is resident in a place where the grant, acceptance or vesting of an RSU pursuant to the H Share RSU Scheme is not permitted under the laws and regulations in such place or where (in the sole opinion of the Board or the Scheme Administrator without the need to assign a reason therefor) compliance with Applicable Laws in such place makes it necessary or expedient to exclude such individual shall be entitled to participate in the H Share RSU Scheme and such individual shall therefore be excluded therefrom
"Financial Services Agreement"	the financial services agreement dated 29 August 2022 entered into between the Company and Fosun Finance in relation to the financial services provided by Fosun Finance to the Group
"Fosun Finance"	Fosun Group Finance Corporation Limited* (上海復星高科技集團財務有限公司), a company established in the PRC with limited liability, and a subsidiary of Fosun High Tech
"Fosun Health"	Shanghai Fosun Health Technology (Group) Co., Ltd.* (上海復星健康科技(集團)有限公司), a company established in the PRC with limited liability, and a subsidiary of the Company
"Fosun High Tech"	Shanghai Fosun High Technology (Group) Company Limited* (上海復星高科技(集團)有限公司), a company established in the PRC with limited liability, a subsidiary of Fosun International and a controlling shareholder of the Company
"Fosun Holdings"	Fosun Holdings Limited, a company registered in Hong Kong with limited liability, a direct wholly-owned subsidiary of Fosun International Holdings and a controlling shareholder of the Company
"Fosun International"	Fosun International Limited, a company registered in Hong Kong with limited liability, the shares of which are listed on the main board of the Hong Kong Stock Exchange (stock code: 00656), and the controlling shareholder of the Company

"Fosun International Holdings"	Fosun International Holdings Limited, which was held as to 85.29% and 14.71% by Mr. Guo Guangchang and Mr. Wang Qunbin, respectively, as at the Latest Practicable Date, and a controlling shareholder of the Company
"Group"	the Company and its subsidiaries from time to time, and the expression "member of the Group" shall be construed accordingly
"H Share(s)"	overseas listed foreign share(s) with a nominal value of RMB1.00 each of the Company, which is (are) listed on the main board of the Hong Kong Stock Exchange and traded in Hong Kong dollars
"H Share RSU First Grant"	the proposed first grant of 10,696,400 RSUs to 201 Eligible Employees, conditional upon and after the adoption of the H Share RSU Scheme, which includes, among others, the Conditional H Share RSU Grant
"H Share RSU Grant"	shall have the meaning ascribed to it in the section headed "*LETTER FROM THE BOARD — II. DETAILS OF THE RESOLUTIONS — (4) Proposed Adoption of the 2025 H Share RSU Scheme — (A) Principal Terms of the H Share RSU Scheme — 6. Grant of RSUs*" in this circular
"H Share RSU Grant Date"	the date on which the Board or the Scheme Administrator resolves to grant an RSU to an H Share RSU Grantee by way of a Board meeting or Board resolutions or any other committee meeting or such date as otherwise determined by the Board or the Scheme Administrator, which must be a Trading Day
"H Share RSU Grant Instrument"	shall have the meaning ascribed to it in the section headed "*LETTER FROM THE BOARD — II. DETAILS OF THE RESOLUTIONS — (4) Proposed Adoption of the 2025 H Share RSU Scheme — (A) Principal Terms of the H Share RSU Scheme — 6. Grant of RSUs*" in this circular
"H Share RSU Grant Price"	the consideration payable by the H Share RSU Grantee on acceptance of an H Share RSU Grant as determined by the Board or the Scheme Administrator in its sole and absolute discretion, which can be nil

"H Share RSU Grantee"	any Eligible Employee who is approved for participation in the H Share RSU Scheme and has been granted any RSU pursuant to the terms of the H Share RSU Scheme
"H Share RSU Reserved Grant"	the further grant of up to 2,674,100 RSUs reserved to be granted under the H Share RSU Scheme subsequent to the H Share RSU First Grant
"H Share RSU Vesting Date"	shall have the meaning ascribed to it in the section headed "*LETTER FROM THE BOARD — II. DETAILS OF THE RESOLUTIONS — (4) Proposed Adoption of the 2025 H Share RSU Scheme — (A) Principal Terms of the H Share RSU Scheme — 9. Vesting Period and Vesting Conditions*" in this circular
"H Share RSU Vesting Notice"	shall have the meaning in ascribed to it in the section headed "*LETTER FROM THE BOARD — II. DETAILS OF THE RESOLUTIONS — (4) Proposed Adoption of the 2025 H Share RSU Scheme — (A) Principal Terms of the H Share RSU Scheme — 10. Vesting of RSUs*" in this circular
"H Share RSU Vesting Period"	the minimum period between the H Share RSU Grant Date and the H Share RSU Vesting Date
"H Share RSU Vesting Price"	the purchase price per H Share, determined by the Board or the Scheme Administrator, payable by an H Share RSU Grantee to the Company on the vesting of an RSU, which is RMB1.00 per share
"H Share Scheme Mandate Limit"	shall have the meaning ascribed to it in the section headed "*LETTER FROM THE BOARD — II. DETAILS OF THE RESOLUTIONS — (4) Proposed Adoption of the 2025 H Share RSU Scheme — (A) Principal Terms of the H Share RSU Scheme — 12. Scheme Limits*" in this circular, as increased, refreshed or renewed from time to time in accordance with the rules of the H Share RSU Scheme
"H Shareholder(s)"	holder(s) of H Shares
"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
"Hong Kong Listing Rules"	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange

"Hong Kong SFC"	the Securities and Futures Commission of Hong Kong
"Hong Kong Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Independent Board Committee"	an independent committee of the Board comprising all independent non-executive Directors, namely Mr. Yu Tze Shan Hailson, Mr. Wang Quandi, Mr. Chen Penghui and Mr. Yang Yucheng
"Independent Financial Adviser"	Yue Xiu Capital Limited, the independent financial adviser appointed by the Company for the purpose of advising the Independent Board Committee and the Independent Shareholders in respect of the Renewed Financial Services Agreement, and a corporation licensed to carry out Type 6 (advising on corporate finance) regulated activity under the SFO
"Independent Shareholders"	(x) in respect of the Conditional H Share RSU Grant, the Shareholders, other than (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu, their respective associates and all other core connected persons of the Company; and (y) in respect of the Renewed Financial Services Agreement, the Shareholder(s) who are not required to abstain from voting on the resolution to be proposed at the EGM in respect of the Renewed Financial Services Agreement
"independent third party(ies)"	third party(ies) independent of the Company and its connected persons
"Interested Grantees"	shall have the meaning ascribed to it in the section headed "*LETTER FROM THE BOARD — III. EGM*" in this circular
"Latest Practicable Date"	19 September 2025, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
"Listing Rules"	the Hong Kong Listing Rules and SSE Listing Rules
"Management Measures for the Appraisal System"	Management Measures for the Appraisal System of the 2025 A Share Option Incentive Scheme of Shanghai Fosun Pharmaceutical (Group) Co., Ltd.* (《上海復星醫藥(集團)股份有限公司2025年A股股票期權激勵計劃實施考核管理辦法》), the full text of which is set out in Appendix I to this circular

"Member Company(ies)"	has the meaning ascribed to it under the Administrative Measures on Finance Companies of Enterprise Groups (《企業集團財務公司管理辦法》), and includes the parent company and its subsidiary(ies); company(ies) in which the parent company and its subsidiaries (either individually or jointly) hold over 20% of the shareholdings, or hold less than 20% of the shareholdings but are the largest shareholder of such company; legal person(s) of public institution(s) or social organisation(s) under the parent company and its subsidiary
"Mr. Chen"	Mr. Chen Yuqing, currently an executive Director and the chairman of the Board
"Mr. Liu"	Mr. Liu Yi, currently the chief executive officer and president of the Company
"Mr. Wang"	Mr. Wang Kexin, currently an executive Director
"Mr. Wen"	Mr. Wen Deyong, currently an executive Director and the vice chairman of the Board
"Ms. Guan"	Ms. Guan Xiaohui, currently an executive Director and the co-chairman of the Board
"NFRA"	National Financial Regulatory Administration
"percentage ratio"	has the meaning ascribed to it under Chapter 14 of the Hong Kong Listing Rules
"PRC" or "China"	the People's Republic of China, for the purpose of this circular only, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan region
"Products/Services Mutual Supply Framework Agreement" or "Framework Agreement"	the products/services mutual supply framework agreement entered into between the Company and Sinopharm on 29 August 2022 in respect of mutual supply of products/services for the term of three years from 1 January 2023 to 31 December 2025
"Remuneration and Appraisal Committee"	the remuneration and appraisal committee of the Board
"Renewed Financial Services Agreement"	the financial services agreement dated 26 August 2025 entered into between the Company and Fosun Finance in relation to the financial services to be provided by Fosun Finance

"Renewed Products/Services Mutual Supply Framework Agreement"	the products/services mutual supply framework agreement entered into between the Company and Sinopharm on 26 August 2025 in respect of mutual supply of products/services for the term of three years from 1 January 2026 to 31 December 2028
"Residual Cash"	cash remaining in the Trust (including interest income derived from deposits maintained with licensed banks in Hong Kong) which has not been applied in the subscription of the Restricted H Shares
"Restricted H Share(s)"	the H Share(s) underlying the RSU(s) granted to an H Share RSU Grantee
"Returned H Share(s)"	such Restricted H Share(s) that failed to be vested and/or are lapsed or cancelled in accordance with the terms of the H Share RSU Scheme and the relevant H Share RSU Grant Instrument, or such H Share(s) being deemed to be Returned H Share(s) under the rules of the H Share RSU Scheme
"Risk Management Plan"	the Risk Management Plan for Financial Business with Fosun Group Finance Corporation Limited* (上海復星高科技集團財務有限公司) formulated by the Company
"RMB"	Renminbi, the lawful currency of the PRC
"RSU(s)"	restricted share unit(s), being the right to receive such number of Restricted H Shares awarded pursuant to the H Share RSU Scheme upon the satisfaction of the vesting conditions as stipulated in the H Share RSU Scheme
"Scheme Administrator"	the specialised committee of the Board or person(s) to which the Board has delegated its authority (as applicable) to administer the H Share RSU Scheme
"Scheme Period"	a period of 60 months commencing from (and including) the Adoption Date, unless terminated earlier in accordance with the rules of the H Share RSU Scheme
"Securities Depository"	China Securities Depository and Clearing Corporation Limited, Shanghai Branch* (中國證券登記結算有限責任公司上海分公司)
"Securities Law"	the Securities Law of the PRC* (《中華人民共和國證券法》)

"SFO"	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
"Shanghai Henlius"	Shanghai Henlius Biotech, Inc.* (上海復宏漢霖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 and traded on the main board of the Hong Kong Stock Exchange (stock code: 02696), and a subsidiary of the Company
"Share(s)"	share(s) of the Company, comprising H Shares and A Shares
"Shareholder(s)"	holder(s) of Share(s)
"Sinopharm"	Sinopharm Group Co. Ltd.* (國藥控股股份有限公司), a company incorporated in the PRC, the shares of which are listed on the Hong Kong Stock Exchange (stock code: 01099), an associated company of the Company
"Sinopharm Group"	Sinopharm and its subsidiaries
"Sisram Medical"	Sisram Medical Ltd, a company incorporated in Israel, the shares of which are listed on the Hong Kong Stock Exchange (stock code: 01696), and a subsidiary of the Company
"SSE"	the Shanghai Stock Exchange* (上海證券交易所)
"SSE Listing Rules"	the Rules Governing the Listing of Stocks on the SSE* (《上海證券交易所股票上市規則》)
"subsidiary(ies)"	has the meaning ascribed to it under the Hong Kong Listing Rules
"substantial shareholder(s)"	has the meaning ascribed to it under the Hong Kong Listing Rules
"Taxes"	shall have the meaning ascribed to it in the section headed "*LETTER FROM THE BOARD — II. DETAILS OF THE RESOLUTIONS — (4) Proposed Adoption of the 2025 H Share RSU Scheme — (A) Principal Terms of the H Share RSU Scheme — 10. Vesting of RSUs*" in this circular
"Trading Day"	any day on which the Hong Kong Stock Exchange is open for the business of dealing in securities
"treasury shares"	has the meaning ascribed to it in the Hong Kong Listing Rules

"Trust"	a trust established or to be established by the Company in respect of and for the purpose of the H Share RSU Scheme
"Trust Deed"	the trust deed to be entered into between the Company as settlor and the Trustee as trustee of the Trust (as restated, supplemented and amended from time to time)
"Trustee"	a professional trustee as may be appointed by the Company from time to time to administer the Trust and who, for the avoidance of doubt, shall be an independent third party to the Company
"%"	percent

Unless otherwise stated, the financial data and financial indicators referenced in this circular, the A Share Option Scheme and the H Share RSU Scheme shall refer to the financial data set out in the consolidated financial reports prepared by the Company according to the China Accounting Standards for Business Enterprise and the financial indicators calculated based on such financial data, respectively.

* *for identification purposes only*

FOSUN PHARMA
復星医药

上海復星醫藥（集團）股份有限公司
Shanghai Fosun Pharmaceutical (Group) Co., Ltd.*

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

(Stock Code: 02196)

Executive Directors:
Mr. CHEN Yuqing *(Chairman)*
Ms. GUAN Xiaohui *(Co-chairman)*
Mr. WEN Deyong *(Vice chairman)*
Mr. WANG Kexin

Non-executive Directors:
Mr. CHEN Qiyu
Mr. PAN Donghui
Mr. WU Yifang

Independent Non-executive Directors:
Mr. YU Tze Shan Hailson
Mr. WANG Quandi
Mr. CHEN Penghui
Mr. YANG Yucheng

Employee Director:
Ms. YAN Jia

Registered office:
9th Floor, No. 510 Caoyang Road
Putuo District
Shanghai, 200063
China

Headquarter:
Building A
No. 1289 Yishan Road
Shanghai, 200233
China

Principal Place of Business in Hong Kong:
Room 1917, 19th Floor
Lee Garden One
33 Hysan Avenue
Causeway Bay
Hong Kong

29 September 2025

To the Shareholders

Dear Sir or Madam,

PROPOSED ADOPTION OF THE 2025 A SHARE OPTION SCHEME
PROPOSED ADOPTION OF THE MANAGEMENT MEASURES FOR THE APPRAISAL SYSTEM OF THE 2025 A SHARE OPTION SCHEME
MANDATE TO BE GRANTED TO THE BOARD TO DEAL WITH MATTERS PERTAINING TO THE 2025 A SHARE OPTION SCHEME
PROPOSED ADOPTION OF THE 2025 H SHARE RSU SCHEME
MANDATE TO BE GRANTED TO THE BOARD TO DEAL WITH MATTERS PERTAINING TO THE 2025 H SHARE RSU SCHEME
CONDITIONAL H SHARE RSU GRANT UNDER THE 2025 H SHARE RSU SCHEME
DISCLOSEABLE AND CONTINUING CONNECTED TRANSACTION RENEWAL OF FINANCIAL SERVICES AGREEMENT
RENEWAL OF PRODUCTS/SERVICES MUTUAL SUPPLY FRAMEWORK AGREEMENT
AND
NOTICE OF EGM

I. INTRODUCTION

The purpose of this circular is to give you notice of the EGM and to provide you with information regarding certain resolutions to be proposed at the aforementioned meeting relating to the following matters to enable you to make informed decisions on whether to vote for or against the proposed resolutions at the meeting:

At the EGM, resolutions will be proposed to approve, among other things:

(1) the proposed adoption of the 2025 A Share Option Scheme;

(2) the proposed adoption of the Management Measures for the Appraisal System of the 2025 A Share Option Scheme;

(3) the mandate to be granted to the Board to deal with matters pertaining to the 2025 A Share Option Scheme;

(4) the proposed adoption of the 2025 H Share RSU Scheme;

(5) the mandate to be granted to the Board to deal with matters pertaining to the 2025 H Share RSU Scheme;

(6) the Conditional H Share RSU Grant to (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu under the 2025 H Share RSU Scheme, respectively;

(7) the discloseable and continuing connected transaction — the renewal of Financial Services Agreement; and

(8) the renewal of Products/Services Mutual Supply Framework Agreement.

II. DETAILS OF THE RESOLUTIONS

(1) Proposed Adoption of the 2025 A Share Option Scheme

Reference is made to the announcement of the Company dated 22 August 2025 in relation to the proposed adoption of the 2025 A Share Option Scheme.

On 22 August 2025, the Board resolved to approve the proposed adoption of the A Share Option Scheme. According to the relevant PRC laws and regulations, the adoption of the A Share Option Scheme is subject to the consideration and approval by the Shareholders at the general meeting of the Company. The 2025 A Share Option Scheme also constitutes a share scheme under Chapter 17 of the Hong Kong Listing Rules and will therefore comply with the requirements of Chapter 17 of the Hong Kong Listing Rules.

As at the Latest Practicable Date, no option, award or other incentive interest may be granted under any existing share scheme or share incentive scheme of the Company that is in effect.

(A) ***Principal Terms of the A Share Option Scheme***

The principal terms of the A Share Option Scheme are summarised below:

Purpose of the A Share Option Scheme

In order to further improve the corporate governance structure, establish and enhance the long-term incentive mechanism of the Group, attract and retain outstanding talent, fully mobilise the enthusiasm of the executive Directors, employee Director and senior management personnel of the Company and employees of the Group, and effectively align the interests of the Shareholders, corporate(s) and the Group's core team personnel to focus on and work collectively for the long-term development of the Group, the A Share Option Scheme is formulated on the premise of sufficiently protecting the interests of the Shareholders and in accordance with the requirements under the Company Law, Securities Law, Administrative Measures and other relevant laws, administrative regulations, regulatory documents and the Articles.

Source of A Shares underlying the A Share Options

The source of A Shares underlying the A Share Options granted under the A Share Option Scheme are existing A Shares repurchased or to be repurchased by the Company on the secondary market (being A Shares held as treasury shares by the Company).

Number of A Shares underlying the A Share Options to be Granted

The maximum number of A Share Options that may be granted under the A Share Option Scheme shall not exceed 5,726,100 A Share Options, corresponding to a maximum of 5,726,100 A Shares, which represents approximately 0.2144% of the total number of Shares in issue (i.e. 2,670,429,325 Shares, being the total number of Shares in issue (including treasury shares) as at the close of trading on 22 August 2025, hereinafter the same), and approximately 0.2729% of the total number of A Shares in issue (excluding treasury shares) (i.e. 2,098,582,573 A Shares, being the total number of A Shares in issue of 2,118,488,825, less 19,906,252 treasury A Shares, as at the close of trading on 22 August 2025, hereinafter the same), respectively. Relevant details of the maximum number of A Share Options that may be granted under the A Share Option Scheme (including under the A Share Option First Grant and A Share Option Reserved Grant) and the corresponding maximum number of underlying A Shares are set out below:

	Maximum number of A Share Options to be granted	**Maximum number of A Shares underlying the A Share Options to be granted**	**Proportion in the maximum number of A Share Options to be granted under the A Share Option Scheme**	**Approximate Proportion in the total number of Shares in issue**	**Approximate Proportion in the total number of A Shares in issue (excluding treasury shares)**
A Share Option Scheme	5,726,100	5,726,100	100.00%	0.2144%	0.2729%
Including:					
A Share Option First Grant	4,580,900	4,580,900	80.00%	0.1715%	0.2183%
A Share Option Reserved Grant	1,145,200	1,145,200	20.00%	0.0429%	0.0546%

In accordance with the Administrative Measures, at any time the total number of Shares involved in all share incentive scheme(s) of the Company in effect shall not exceed 10% of the total number of Shares; and unless otherwise approved by the Shareholders at a general meeting of the Company, the aggregate number of Shares granted to any A Share Option Participant under all share incentive scheme(s) of the Company in effect shall not exceed 1% of the total number of Shares. As at 22 August 2025, no option, award or other incentive interest may be granted under any existing share incentive scheme of the Company in effect.

The Scope of the A Share Option Participants and Their Respective Interests to be Granted

(I) *Basis for determining the A Share Option Participants*

(a) Legal basis for determining the A Share Option Participants

The A Share Option Participants shall be determined in accordance with the Company Law, the Securities Law, the Administrative Measures and the requirements under other relevant laws, administrative regulations, regulatory documents and the Articles of Associations and the actual situation of the Group.

(b) Positions held by the A Share Option Participants in the Company

The A Share Option Participants under the A Share Option Scheme include the executive Directors, employee Director, senior management personnel of the Company, the mid-level management personnel of the Group and other employees of the Group whom the Board considers appropriate to be incentivised.

The detailed list of A Share Option Participants and their respective allocation under the A Share Option Scheme shall be approved by the Board, and the Remuneration and Appraisal Committee shall verify such list, subject to any relevant procedures in the event the approval at the general meeting of the Company is required.

(II) *Scope of A Share Option Participants*

A Share Option Participants under the A Share Option Scheme shall not include any (i) independent non-executive Director of the Company, or (ii) Shareholder or actual controller and his/her spouse, parents and children where any of the aforesaid individually or collectively holds more than 5% of the Shares.

The executive Directors and senior management personnel of the Company among the A Share Option Participants shall have been elected at the general meetings of the Company or elected by the Board. All A Share Option Participants (including the employee Director) shall have entered into labour contracts or employment agreements with the Company or its subsidiaries at the time of grant of A Share Options and during the term of the A Share Option Scheme.

The A Share Option First Grant may be made to no more than 201 A Share Option Participants, including the following:

(a) the executive Directors[Note], employee Director[Note] and senior management personnel of the Company;

(b) mid-level management personnel, core technology (business) personnel of the Group; and

(c) other core personnel having made a direct contribution to the overall business performance and sustainable development of the Group as determined by the Board.

Note: Each of the Directors is involved in the daily operation of the Group. Such Director(s) shall abstain from voting when the Board and the general meeting of the Company consider the A Share Option Scheme and the relevant resolutions, and shall not be involved in the management of the A Share Option Scheme during its implementation.

The A Share Option Participants under the A Share Option Reserved Grant shall be determined within 12 months from the date on which the A Share Option Scheme is considered and approved at the general meeting of the Company. The Company will make disclosure on the A Share Option Reserved Grant after the Remuneration and Appraisal Committee having opined on, the Board having approved and a law firm having given professional advice and issued legal opinion(s) on, such A Share Option Reserved Grant. The A Share Options under the A Share Option Reserved Grant shall lapse where the A Share Option Participants for the A Share Option Reserved Grant are not determined after 12 months from the aforesaid date. The basis and scope for determining the A Share Option Participants of the A Share Option Reserved Grant portion shall be in compliance with the determination basis and scope of A Share Option Participant of the A Share Option Scheme.

(III) *Proposed Allocation under the A Share Option First Grant*

The list of proposed A Share Option Participants and the allocation of the A Share Options under the A Share Option First Grant are set out below:

No.	Name	Position	Number of A Share Options to be granted	Approximate Proportion in the total number of A Share Options to be granted under the A Share Option First Grant	Corresponding approximate proportion in the total number of Shares in issue	Corresponding approximate proportion in the total number of A Shares in issue (excluding treasury shares)
1	Chen Yuqing*	Executive Director and chairman of the Board	408,600	8.92%	0.0153%	0.0195%
2	Guan Xiaohui*	Executive Director and co-chairman of the Board	294,200	6.42%	0.0110%	0.0140%
3	Wen Deyong*	Executive Director and vice chairman of the Board	294,200	6.42%	0.0110%	0.0140%
4	Wang Kexin*	Executive Director	261,500	5.71%	0.0098%	0.0125%
5	Yan Jia*	Employee Director	21,800	0.48%	0.0008%	0.0010%
6	Liu Yi	Chief executive officer and president	326,900	7.14%	0.0122%	0.0156%
7	Li Jing	Co-president	245,200	5.35%	0.0092%	0.0117%
8	WANG XINGLI	Co-president	245,200	5.35%	0.0092%	0.0117%
9	ZHANG WENJIE	Co-president	49,000	1.07%	0.0018%	0.0023%
10	Feng Rongli	Executive president	163,500	3.57%	0.0061%	0.0078%
11	Wang Donghua	Senior vice president	85,800	1.87%	0.0032%	0.0041%
12	Chen Zhanyu	Senior vice president and chief financial officer	147,100	3.21%	0.0055%	0.0070%
13	LI XIANG	Senior vice president	85,800	1.87%	0.0032%	0.0041%
14	Dong Xiaoxian	Vice president, secretary of the Board and joint company secretary	68,100	1.49%	0.0026%	0.0032%
15	Su Li	Vice president	40,900	0.89%	0.0015%	0.0019%
16	Ji Hao	Vice president	68,100	1.49%	0.0026%	0.0032%
17	Zhu Yue	Vice president	68,100	1.49%	0.0026%	0.0032%
18	Lv Lilang	Vice president	54,500	1.19%	0.0020%	0.0026%
19	Yuan Fangbing	Vice president	68,100	1.49%	0.0026%	0.0032%
Other mid-level management personnel and core personnel of the Group			1,584,300	34.58%	0.0593%	0.0755%
Total number of A Share Option under the A Share Option First Grant			4,580,900	100.00%	0.1715%	0.2183%

* Being Directors who are involved in the daily operation of the Group. Such Directors shall abstain from voting when the Board and the general meeting of the Company consider the A Share Option Scheme and the relevant resolutions, and shall not be involved in the management of the A Share Option Scheme during the implementation of the A Share Option Scheme.

A Share Option Exercise Price and the Basis of Determination

(I) *A Share Option Exercise Price of the A Share Option First Grant*

The A Share Option Exercise Price of the A Share Option First Grant shall be RMB27.93 per share. Upon the Company confirming the fulfilment of the exercising conditions of the A Share Options, each A Share Option Participant is entitled to exercise the exercisable A Share Options granted to him/her to subscribe for the corresponding number of A Shares at the price of RMB27.93 per share during the A Share Option Exercise Period.

(II) *Basis for determining the A Share Option Exercise Price of the A Share Option First Grant*

The A Share Option Exercise Price under the A Share Option First Grant shall not be lower than the nominal value of the A Shares, and shall not be lower than the higher of the following prices:

(a) the average trading price of the A Shares on the last trading day immediately preceding the date of the A-Share announcement on the A Share Option Scheme (i.e. 22 August 2025, hereinafter the same), which is RMB27.93 per share; and

(b) the average trading price of the A Shares for the last 120 trading days immediately preceding the date of the A-Share announcement on the A Share Option Scheme, which is RMB25.78 per share.

(III) *Basis for determining the A Share Option Exercise Price of the A Share Option Reserved Grant*

The A Share Option Exercise Price under the A Share Option Reserved Grant shall not be lower than the nominal value of the A Shares, and shall not be lower than the highest of the followings:

(a) the average trading price of the A Shares on the last trading day immediately preceding the date of the A-Share announcement on the Board resolutions approving the A Share Option Reserved Grant;

(b) one of the average trading prices of the A Shares for the last 20, 60 or 120 trading days immediately preceding the date of the A-Share announcement on the Board resolutions approving the A Share Option Reserved Grant; and

(c) the A Share Option Exercise Price under the A Share Option First Grant.

Term, A Share Option Grant Date, A Share Option Vesting Period, Exercise Arrangement and Selling Restrictions of the A Share Option Scheme

(I) *Term*

The term of the A Share Option Scheme shall be commencing from the date of the A Share Option First Grant and ending on the date of all the A Share Options granted to the A Share Option Participants having been exercised and/or cancelled, which shall not exceed a maximum period of 60 months.

(II) *A Share Option Grant Date*

The Company shall grant A Share Options to A Share Option Participants after the A Share Option Scheme and relevant resolutions are considered and approved by the Shareholders at the EGM and, after which, resolutions relating to such grants under the A Share Option Scheme are approved by the Board. The A Share Option Grant Date shall at that time be determined by the Board, which must be a trading day of A Shares. The Company shall make the A Share Option First Grant and complete the registration procedures within 60 days from the date on which the A Share Option Scheme is considered and approved at the EGM. If the Company fails to complete the above work within the abovementioned period, it shall promptly disclose the reasons for such failure and terminate the implementation of the A Share Option Scheme. The A Share Option which have not been granted shall lapse and no further consideration of any share incentive scheme shall be allowed within three months therefrom by the Company.

The A Share Option Grant Date must be a trading day of A Shares, and no A Share Option may be granted:

(a) during the period commencing 30 days (or 60 days in the event of annual report or announcement of results) immediately preceding the publication of any periodic report or announcement of results of the Company (up to and including the date of publication), and in the event of delay in publication of such periodic report or announcement of results due to special circumstances, such period shall commence from either 30 days or 60 days prior to the original expected date of publication and such period shall also cover the period of delay in the publication of the periodic report or announcement of results;

(b) within five days prior to the publication of performance forecast or preliminary performance results;

(c) during the period when any significant transaction or significant event of the Group is in the decision-making process until the date of disclosure in accordance with relevant laws, administrative regulations and rules of the stock exchanges of the places where the Shares of the Company are listed;

(d) when the Company is in possession of any unpublished inside information;

(e) during the period commencing from the date of occurrence of any other significant event which may have a significant impact on the trading prices of the Company's securities and their derivatives or the date on which relevant decision-making procedures start and ending on the date of disclosure in accordance with relevant laws, administrative regulations and rules of the stock exchanges of the places where the Shares of the Company are listed; and

(f) such other period as stipulated by the CSRC, the SSE, the Hong Kong SFC or the Hong Kong Stock Exchange,

whereas "significant transaction", "significant event" and "significant event which may have a significant impact on the trading prices of the Company's securities and their derivatives" as referred to above mean any transaction or other significant event that is required to be disclosed under relevant laws, administrative regulations and rules of the stock exchanges of the places where the Shares of the Company are listed.

The aforementioned period during which no A Share Option may be granted shall not be counted within the 60-day period.

(III) *A Share Option Vesting Period and exercise arrangement*

The A Share Options granted under the A Share Option Scheme shall be subject to the A Share Option Vesting Period, and the A Share Options granted to the A Share Option Participants are subject to different A Share Option Vesting Periods. The A Share Options granted to the A Share Option Participants under the A Share Option Scheme shall be personal to the A Share Option Participants and not be transferred, pledged or used for repayment of debt.

Any A Share Option Participant may only exercise the A Share Options after the expiration of the A Share Option Vesting Period. The A Share Option Exercisable Date must be a trading day of A Shares, and no exercise of A Share Options shall take place during the following periods:

(a) within 30 days (or 60 days in the event of annual report of results) prior to the publication of any periodic report of results of the Company (and including the date of publication), and in the event of delay in publication of such periodic report of results due to special circumstances, such period shall commence from either 30 days or 60 days prior to the original expected date of publication;

(b) within five days prior to the publication of performance forecast or preliminary performance results;

(c) during the period when any significant transaction or significant event of the Group is in the decision-making process until the date of disclosure in accordance with relevant laws, administrative regulations and rules of the stock exchanges of the places where the Shares of the Company are listed;

(d) when the Company is in possession of any unpublished inside information;

(e) the period commencing from the date of occurrence of any other significant event which may have a significant impact on the trading prices of the Company's securities and their derivatives or the date on which relevant decision-making procedures start and ending on the date of disclosure in accordance with relevant laws, administrative regulations and rules of the stock exchanges of the places where the Shares of the Company are listed; and

(f) during such other period as stipulated by the CSRC, the SSE, the Hong Kong SFC or the Hong Kong Stock Exchange,

whereas "significant transaction", "significant event" and "significant event which may have a significant impact on the trading prices of the Company's securities and their derivatives" as referred to above mean any transaction or other significant event that is required to be disclosed under relevant laws, administrative regulations and rules of the stock exchanges of the places where the Shares of the Company are listed.

Within the A Share Option Exercise Period, the Company shall deal with matters related to the exercise of those A Share Options which satisfy the A Share Option Exercise Conditions. The A Share Options which failed to satisfy the A

Share Option Exercise Conditions or the A Share Options which are not exercised within the prescribed period shall be cancelled by the Company in accordance with the A Share Option Scheme, and the relevant rights of exercise shall not be deferred to the next A Share Option Exercise Period. After the expiration of each A Share Option Exercise Period, such A Share Options that have not been exercised by the A Share Option Participants shall not be exercised and shall be cancelled by the Company.

(a) The A Share Option Vesting Period of the A Share Options granted under the A Share Option First Grant shall be 12 months, 24 months and 36 months from the date of the A Share Option First Grant. The A Share Option Exercise Period and the exercise schedule and arrangements for each such period are set out below:

A Share Option Exercise Period for the A Share Options granted under the A Share Option First Grant	**Exercise Schedule**	**Maximum proportion of the exercisable A Share Options in the total number of A Share Options granted under the A Share Option First Grant**
First Exercise Period	Commencing from the first trading day after expiry of the 12-month period from the date of the A Share Option First Grant and ending on the last trading day of the 24-month period from the date of the A Share Option First Grant	33%
Second Exercise Period	Commencing from the first trading day after expiry of the 24-month period from the date of the A Share Option First Grant and ending on the last trading day of the 36-month period from the date of the A Share Option First Grant	33%
Third Exercise Period	Commencing from the first trading day after expiry of the 36-month period from the date of the A Share Option First Grant and ending on the last trading day of the 48-month period from the date of the A Share Option First Grant	34%

(b) The A Share Option Vesting Period and the exercise schedule and arrangements for the A Share Option Reserved Grant:

If the A Share Option Reserved Grant takes place in 2025, the A Share Option Vesting Period of the A Share Options granted shall be 12 months, 24 months and 36 months from the date of the A Share Option Reserved Grant. The A Share Option Exercise Period and the exercise schedule and arrangements for each such period are set out below:

A Share Option Exercise Period for the A Share Options granted under the A Share Option Reserved Grant	**Exercise Schedule**	**Maximum proportion of the exercisable A Share Options in the total number of A Share Options granted under the A Share Option Reserved Grant**
First Exercise Period	Commencing from the first trading day after expiry of the 12-month period from the date of the A Share Option Reserved Grant and ending on the last trading day of the 24-month period from the date of the A Share Option Reserved Grant	33%
Second Exercise Period	Commencing from the first trading day after expiry of the 24-month period from the date of the A Share Option Reserved Grant and ending on the last trading day of the 36-month period from the date of the A Share Option Reserved Grant	33%
Third Exercise Period	Commencing from the first trading day after expiry of the 36-month period from the date of the A Share Option Reserved Grant and ending on the last trading day of the 48-month period from the date of the A Share Option Reserved Grant	34%

If the A Share Option Reserved Grant takes place in 2026, the A Share Option Vesting Period of the A Share Options granted shall be 12 months and 24 months from the date of the A Share Option Reserved Grant. The A Share Option Exercise Period and the exercise schedule and arrangements for each such period are set out below:

A Share Option Exercise Period for the A Share Options granted under the A Share Option Reserved Grant	**Exercise Schedule**	**Maximum proportion of the exercisable A Share Options in the total number of A Share Options granted under the A Share Option Reserved Grant**
First Exercise Period	Commencing from the first trading day after expiry of the 12-month period from the date of the A Share Option Reserved Grant and ending on the last trading day of the 24-month period from the date of the A Share Option Reserved Grant	50%
Second Exercise Period	Commencing from the first trading day after expiry of the 24-month period from the date of the A Share Option Reserved Grant and ending on the last trading day of the 36-month period from the date of the A Share Option Reserved Grant	50%

(IV) *Selling restrictions*

The selling restrictions under the A Share Option Scheme shall be implemented in accordance with the Company Law, the Securities Law and the relevant laws, administrative regulations, regulatory documents and the Articles of Association, the details of which are as follows:

(a) Where a Participant is a Director or a member of the senior management of the Company, the number of Shares that may be transferred by him or her in each year during his/her term of office shall not exceed 25% of the total number of Shares held by him or her as at the end of preceding year; and no transfer of Shares shall be made by him or her within six months from his or her departure; if he or she departs before the end of his or her term of office, within the ascertained term of office while he or she was in office and within six months after the end of such term, the

number of Shares that he or she may transfer in each year shall not exceed 25% of the total number of Shares held by him or her and no transfer of Shares shall be made by him or her within 6 months from his or her departure;

(b) Where an A Share Option Participant, being a Director or a member of the senior management of the Company, disposes any Shares held thereby within six months after acquisition of such Shares or acquire such Shares within six months after disposal, the gains arising therefrom shall be accounted to the Company, and the Company shall forfeit all such gains;

(c) The reduction of shareholding in the Company by an A Share Option Participant shall also be made in compliance with relevant laws, administrative regulations, the Interim Measures for the Administration of Shareholding Reduction by Shareholders of Listed Companies* (《上市公司股東減持股份管理暫行辦法》) issued by the CSRC, the No. 15 Self-Regulation Guidelines for Listed Companies of the SSE — Shareholding Reduction by Shareholders, Directors, Supervisors and Senior Management* (《上海證券交易所上市公司自律監管指引第15號—股東及董事、監事、高級管理人員減持股份》) and rules of the stock exchanges of the places where the Shares of Company are listed;

(d) If, during the term of the A Share Option Scheme, there is any amendment to the requirements regarding transfer of shares by a Director and a member of the senior management under the Company Law, the Securities Law and other relevant laws, administrative regulations, regulatory documents and the Articles of Association, such amended requirements thereunder shall apply to the shares transferred by the A Share Option Participants during the relevant times.

Conditions of Grant and Exercise of A Share Options under the A Share Option Scheme

(I) *Conditions of grant of A Share Options*

The A Share Options will only be granted to an A Share Option Participant upon satisfaction of all of the following conditions as at the A Share Option Grant Date:

(a) There being no occurrence of any of the following events on the part of the Company:

(i) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the financial report of the Company for its most recent accounting year;

(ii) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the internal control of the financial report of the Company for its most recent accounting year;

(iii) failure to conduct profit distribution in accordance with laws and regulations, the Articles and public undertakings during the last 36 months;

(iv) circumstances under which implementation of any share incentive scheme is prohibited by laws and regulations; and

(v) other circumstances as determined by the CSRC.

(b) There is no occurrence of any of the following events on the part of the A Share Option Participant:

(i) he or she has been determined by any stock exchange as an ineligible person in the last 12 months;

(ii) he or she has been determined by the CSRC or its delegated agencies as an ineligible person in the last 12 months;

(iii) he or she has been imposed by the CSRC or its delegated agencies with administrative penalties or measures prohibiting access into the market in the last 12 months due to material non-compliance of laws or regulations;

(iv) he or she is prohibited from acting as a director or a member of the senior management of a company as required by the Company Law;

(v) he or she is prohibited from participating in share incentive schemes of listed companies as required by laws and regulations; and

(vi) other circumstances as determined by the CSRC.

(II) *Conditions of exercise of the A Share Options*

During the A Share Option Exercise Period, the A Share Options granted to an A Share Option Participant may only be exercised upon satisfaction of all of the following conditions:

(a) There is no occurrence of any of the following events on the part of the Company:

(i) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the financial report of the Company for its most recent accounting year;

(ii) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the internal control of the financial report of the Company for its most recent accounting year;

(iii) failure to conduct profit distribution in accordance with laws and regulations, the Articles and public undertakings during the last 36 months;

(iv) circumstances under which implementation of any share incentive scheme is prohibited by laws and regulations; and

(v) other circumstances as determined by the CSRC.

During the A Share Option Exercise Period, upon occurrence of any of the above events, all A Share Options granted to all A Share Option Participants under the A Share Option Scheme but not yet exercised shall be cancelled by the Company.

(b) There is no occurrence of any of the following events on the part of the A Share Option Participant:

(i) he or she has been determined by any stock exchange as an ineligible person in the last 12 months;

(ii) he or she has been determined by the CSRC or its delegated agencies as an ineligible person in the last 12 months;

(iii) he or she has been imposed by the CSRC or its delegated agencies with administrative penalties or measures prohibiting access into the market in the last 12 months due to material non-compliance of laws or regulations;

(iv) he or she is prohibited from acting as a director or a member of the senior management of a company as required by the Company Law;

(v) he or she is prohibited from participating in share incentive schemes of listed companies as required by laws and regulations; and

(vi) other circumstances as determined by the CSRC.

During the A Share Option Exercise Period, upon occurrence of any of the above events on the part of such A Share Option Participant, the A Share Options granted to such A Share Option Participant under the A Share Option Scheme but not yet exercised shall be cancelled by the Company.

(c) Performance appraisal at the Group level

Under the A Share Option Scheme, the financial performance indicators of the Group shall be appraised on an annual basis, and the appraisal shall be made once in each financial year. The two sub-indicators, i.e. "net profit attributable to the parent (歸母淨利潤)"*Note 1* and "revenue from Innovative Drugs (創新藥品收入)"*Note 2*, of each appraisal year shall be assessed, to determine the aggregate performance appraisal indicator score at the Group level (X) based on the scores and weights of each sub-indicator in order to further calculate the ratio for the exercise of the A Share Options (M) for the corresponding year, the details of which are set out below:

(i) The aggregate performance appraisal indicator score at the Group level (X) = Σ the score of each sub-indicator × the corresponding weight.

Details of the performance appraisal indicators at the Group level applicable to the exercise of the A Share Options under the A Share Option First Grant are as follows:

Unit: RMB100 million

Appraisal indicator	Weight	2025 target value	2026 target value	2027 target value	Scoring standard for each sub-indicator (maximum score = 100)
Net profit attributable to the parent[Note 1]	60%	33.2	39.6	47.7	The score of each sub-indicator = (actual value/target value) × 100
Revenue from Innovative Drugs[Note 2]	40%	93.6	112.3	134.8	

Note 1: "Net profit attributable to the parent" refers to net profit attributable to equity holders of the company as set out in the audited financial report of the Group for the relevant financial year prepared in accordance with the China Accounting Standards for Business Enterprises, after excluding the impact of share-based payment expenses of the A Share Option Scheme and other share incentive schemes of the Company (if any).

Note 2: "Innovative Drugs" mainly include innovative drugs, biosimilars, improved new drugs and other drugs with high technological barriers formed through technological innovation. "Revenue from Innovative Drugs" shall be determined based on the data calculated in accordance with the China Accounting Standards for Business Enterprises as set out in the annual report of the Group for the corresponding appraisal year.

In the event of the A Share Option Reserved Grant taking place in 2025, the years and specific indicators of the performance appraisal at the Group level applicable to the exercise of such A Share Options under the A Share Option Reserved Grant shall be the same as those of the A Share Option First Grant. In the event of the A Share Option Reserved Grant taking place in 2026, the years of the performance appraisal at the Group level applicable to the exercise of such A Share Options under the A Share Option Reserved Grant shall be the two financial years of 2026 and 2027, and the appraisal shall be conducted once in each financial year, and details of the performance appraisal indicators at the Group level applicable to the exercise of such A Share Options are as follows:

Unit: RMB100 million

Appraisal indicator	**Weight**	**2026 target value**	**2027 target value**	**Scoring standard for each sub-indicator (maximum score = 100)**
Net profit attributable to the parent[Note 1]	60%	39.6	47.7	The score of each sub-indicator = (actual value/target value) × 100
Revenue from Innovative Drugs[Note 2]	40%	112.3	134.8	

Note 1: "Net profit attributable to the parent" refers to net profit attributable to equity holders of the company as set out in the audited financial report of the Group for the relevant financial year prepared in accordance with the China Accounting Standards for Business Enterprises, after excluding the impact of share-based payment expenses of the A Share Option Scheme and other share incentive schemes of the Company (if any).

Note 2: "Innovative Drugs" mainly include innovative drugs, biosimilars, improved new drugs and other drugs with high technological barriers formed through technological innovation. "Revenue from Innovative Drugs" shall be determined based on the data calculated in accordance with the China Accounting Standards for Business Enterprises as set out in the annual report of the Group for the corresponding appraisal year.

With respect to any appraisal year, if the aggregate performance appraisal indicator score at the Group level (X) does not reach 80 points, all corresponding A Share Options granted to the A Share Option Participants for such appraisal year shall not be exercised, and shall be cancelled by the Company.

(ii) The relationship between the aggregate performance appraisal indicator score at the Group level (X) and the exercise ratio (M) for the corresponding year is set out below:

Range of the aggregate performance appraisal indicator score at the Group level (X)	**Exercise ratio (M)***
X < 80 points	0
80 points ≤ X < 85 points	70%
85 points ≤ X < 90 points	80%
90 points ≤ X < 95 points	90%
95 points ≤ X ≤ 100 points	X%

* If the number of A Share Options that can be exercised for an A Share Option Participant is not an integer due to the exercise ratio (M), it will be rounded to the nearest integer.

(d) Performance appraisal at the individual level

Where the performance targets at the Group level have been achieved, an A Share Option Participant is only entitled to exercise the A Share Options if he or she has achieved the benchmark of "Target Achieved" or above in his or her performance appraisal at the individual level in the corresponding appraisal year in accordance with the relevant management system of the Group in respect of remuneration and performance appraisal, otherwise, the A Share Options granted to him or her for the corresponding appraisal year shall not be exercised and shall be cancelled by the Company.

(III) *Scientificity and reasonableness on the formulation of the appraisal indicators*

The appraisal indicators of the A Share Option Scheme are categorised into two levels, i.e. performance appraisal at the Group level and performance appraisal at the individual level.

The A Share Option Scheme selects "net profit attributable to the parent" and "revenue from Innovative Drugs" as two sub-indicators, which are weighted and calculated according to their respective weights, which were formulated after comprehensively considering the strategic development planning of the Group and its development phase, and are giving consideration to challenge and realisability.

In addition to the performance appraisal at the Group level, the A Share Option Scheme also contains the performance appraisal target at the individual level, which may serve the purpose of evaluating the A Share Option Participants' performance accurately and comprehensively. The Company will determine whether

the A Share Options held by the A Share Option Participants have achieved the A Share Option Exercise Conditions in the corresponding years based on the corresponding annual appraisal results of the A Share Option Participants.

Given the above, the appraisal indicators for the A Share Option Scheme is all-around and operable, which will serve the purpose for the A Share Option Scheme.

Methods and Procedures for Adjustment of the A Share Option Scheme

(I) *Method of adjustment to the number of A Share Options*

In the event of any capitalisation of capital reserve, bonus issue, share sub-division, rights issue or share consolidation of the Company before the exercise of the A Share Options granted to the A Share Option Participants, the number of A Share Options shall be adjusted accordingly. The adjustment method is as follows:

(a) Capitalisation of capital reserve, bonus issue or share sub-division

$$Q = Q_0 \times (1 + n)$$

Where: Q_0 represents the number of A Share Options before the adjustment; n represents the ratio of increase of share resulting from the issue of shares by capitalisation of capital reserve, bonus issue or share sub-division (i.e. the number of shares increased per share upon capitalisation of capital reserve, bonus issue or share sub-division); Q represents the number of A Share Options after the adjustment.

(b) Rights issue

$$Q = Q_0 \times P_1 \times (1 + n) \div (P_1 + P_2 \times n)$$

Where: Q_0 represents the number of A Share Options before the adjustment; P_1 represents the closing price as at the record date for the rights issue shares; P_2 represents the price of the rights issue; n represents the ratio of the rights issue (i.e. the ratio of the number of shares to be issued under the rights issue to the total number of Shares before the rights issue); Q represents the number of A Share Options after the adjustment.

(c) Share consolidation

$$Q = Q_0 \times n$$

Where: Q_0 represents the number of A Share Options before the adjustment; n represents the ratio of consolidation of shares; Q represents the number of A Share Options after the adjustment.

(d) Declaration of dividend or issue of shares

Where dividend is declared or new shares are issued, no adjustment to the number of A Share Options.

(II) *Method of adjustment to the A Share Option Exercise Price of A Share Options*

In the event of any capitalisation of capital reserve, bonus issue, share sub-division, rights issue or share consolidation of the Company before the exercise of the A Share Options granted to the A Share Option Participants, the A Share Option Exercise Price shall be made by the Company accordingly. The adjustment method is as follows:

(a) Capitalisation of capital reserve, bonus issue or share sub-division

$$P = P_0 \div (1 + n)$$

Where: P_0 represents the A Share Option Exercise Price before the adjustment; n represents the ratio of increase of shares resulting from the issue of shares by capitalisation of capital reserve, bonus issue or share sub-division; P represents the A Share Option Exercise Price after adjustment.

(b) Rights issue

$$P = P_0 \times (P_1 + P_2 \times n) \div [P_1 \times (1 + n)]$$

Where: P_0 represents the A Share Option Exercise Price before the adjustment; P_1 represents the closing price as at the record date for the rights shares; P_2 represents the price of the rights issue; n represents the ratio of the rights issue (i.e. the ratio of the number of shares to be issued under the rights issue to the total number of Shares before the rights issue); P represents the A Share Option Exercise Price after adjustment.

(c) Share consolidation

$$P = P_0 \div n$$

Where: P_0 represents the A Share Option Exercise Price before the adjustment; n represents the proportion of a share that may result from share consolidation; P represents the A Share Option Exercise Price after adjustment.

(d) Declaration of dividend or issue of shares

Where dividend is declared or new shares are issued, no adjustment to the A Share *Option Exercise Price.*

(III) *Procedures for adjustment to the A Share Option Scheme*

The EGM shall authorise the Board to adjust the number or the exercise price of A Share Options for the above reasons. The Company will engage law firm to give professional advice to the Board on whether such adjustment is in compliance with the Administrative Measures, the Articles of Association and the A Share Option Scheme. After the consideration and approval of the adjustment plan by the Board, the Company shall promptly make disclosure on such Board resolutions as well as the legal advice.

Procedures of Implementation of the A Share Option Scheme

(I) *Procedures for effectuating the A Share Option Scheme*

(a) The Remuneration and Appraisal Committee shall be responsible for preparing the A Share Option Scheme, and submitting it to the Board for consideration.

(b) When the Board considers the A Share Option Scheme, any Director who is a proposed A Share Option Participant or has related relationship shall abstain from voting. The Remuneration and Appraisal Committee shall express opinions and verification opinions on matters as to whether the A Share Option Scheme may benefit the Group's sustainable development, and whether there is any notifiable damage to the interests of the Company and the Shareholders as a whole.

(c) The Company shall, among others, within two trading days after the A Share Option Scheme is considered and approved by the Board, announce the Board resolutions, the summary of the A Share Option Scheme and the opinion of the Remuneration and Appraisal Committee.

(d) The Company shall engage law firm to issue legal opinion on the A Share Option Scheme and disclose such legal opinion.

(e) The Company shall circulate notices convening the EGM.

(f) The Company shall internally publish the names and the positions of the A Share Option Participants under the A Share Option First Grant before the EGM is convened through its website or other channels for a period of no less than 10 days. The Remuneration and Appraisal Committee shall verify the list of the A Share Option Participants and thoroughly consider opinions from the public. The Company shall publish the opinions of the Remuneration and Appraisal Committee on the verification and the public opinions in relation to the list of the A Share Option Participants not later than five days before the A Share Option Scheme is considered at the EGM.

(g) On the date the A Share Option Scheme is considered and approved by the Shareholders at the EGM, the Company should carry out self-investigation on the trading of shares of the Company and their derivatives by insiders during the 6-month period prior to the announcement on the A Share Option Scheme, and make statement as to whether there is any insider dealing.

(h) Where a general meeting of the Company is convened for considering and approving the A Share Option Scheme, voting in person as well as online voting shall be made available (note: online voting is only available for A shareholders of the Company), and the resolutions shall be passed by more than 2/3 of the voting shares held by the Shareholders present at the meetings, respectively. The voting by Shareholders other than the Directors, senior management of the Company, and Shareholder individually or collectively holding more than 5% of the Shares, will be separately counted and disclosed. Shareholders who are proposed A Share Option Participants or having related relationship with any A Share Option Participants shall abstain from voting.

(i) After the A Share Option Scheme has been considered and approved at the general meeting of the Company, and the conditions to grant under the A Share Option Scheme are satisfied, the Company shall grant the A Share Option to the A Share Option Participants within the prescribed period. According to the authorisation granted at the general meeting of the Company, the Board shall be responsible for grant, adjustment, exercise, and cancellation of the A Share Options.

(II) *Procedures for grant of the A Share Options*

(a) Upon the consideration and approval of the A Share Option Scheme at the EGM, the Board shall determine the A Share Option Grant Date and announce the same. The Board shall consider whether the conditions of a grant as set out in the A Share Option Scheme have been satisfied, and the Remuneration and Appraisal Committee shall express its view and

verify the list of A Share Option Participants. A law firm shall issue legal opinion on whether the conditions to the grant to A Share Option Participants are fulfilled or not.

(b) If there is any discrepancy between the grant of the A Share Options to the A Share Option Participants and the arrangement of the A Share Option Scheme, the Remuneration and Appraisal Committee and the legal advisers shall all express their views explicitly.

(c) The Company will duly convene the Board meeting to proceed with the A Share Option First Grant and complete the announcement and registration procedures within 60 days after the A Share Option Scheme is considered and approved at the EGM and satisfaction of conditions for the grant. In the event the Company fails to complete the procedures mentioned above within the abovementioned period, the Company shall disclose the reason for such failure timely and terminate the implementation of the A Share Option Scheme, any A Share Options not granted will lapse and the Company shall not consider any share incentive scheme within the following three months. Any period during which no grant of entitlements by listed companies is allowed pursuant to the Administrative Measures and other relevant laws and regulations shall not be counted toward the above mentioned 60-day period.

(d) Upon the consideration and approval of the A Share Option Scheme at the EGM, the Board shall deal with the matters relating to the grant of A Share Options pursuant to the authorisation granted by the Shareholder at the EGM, and the Company will sign grant agreements with the A Share Option Participants respectively in accordance with the A Share Option Scheme. The A Share Option Grant Date must be a trading day of A Shares.

(e) The Company shall make an application to the SSE after the grant of A Share Options, and the Securities Depository will conduct registration procedure thereof upon confirmation by SSE.

(f) The procedures for the grant of A Share Options under the A Share Option Reserved Grant shall be carried out with reference the procedures for the grant of A Share Options under the A Share Option First Grant. The A Share Option Participants under the A Share Option Reserved Grant shall be identified within 12 months after the A Share Option Scheme is reviewed and approved at the EGM. If the A Share Option Participants under the A Share Option Reserved Grant are not so identified within 12 months, the A Share Options reserved for the A Share Option Reserved Grant shall lapse.

(III) *Procedures for exercise of the A Share Options*

(a) The Company shall confirm whether the A Share Option Participants satisfy the A Share Option Exercise Conditions before the A Share Option Exercisable Date. The Board shall consider whether the A Share Option Exercise Conditions as set out in the A Share Option Scheme have been satisfied. The Remuneration and Appraisal Committee shall express its view explicitly. The legal advisers shall issue legal opinions on whether the A Share Option Exercise Conditions are fulfilled or not. For the A Share Options which satisfy the A Share Option Exercise Conditions, the Company shall handle the exercise during the A Share Option Exercise Period of the relevant batch, and the Company shall issue a payment notice in writing to the A Share Option Participants who meet the A Share Option Exercise Conditions for the exercise of the A Share Options at the A Share Option Exercise Price, and for the A Share Options which fail to satisfy the A Share Option Exercise Conditions, the Company will cancel such A Share Options. The Company shall disclose the aforesaid implementation thereof timely.

(b) After the exercise of the A Share Options, the A Share Option Participants may transfer the A Shares obtained from the exercise of A Share Options, but the transfer of such A Shares held by the Directors and senior management of the Company shall be in compliance with the relevant laws, administrative regulations and regulatory documents.

(c) Before the exercise of the A Share Options, the Company shall apply to the SSE and upon confirmation by the SSE, the Securities Depository shall handle the relevant registration and clearing matters.

(d) After the A Share Option Participants exercise the A Share Options, if the registered capital of the Company is changed, the Company shall complete the relevant registration procedures for the change with the market supervision and management department.

Respective Rights and Obligations of the Company and A Share Option Participants

(I) *Rights and obligations of the Company*

(a) The Company shall have the right to construe and execute the A Share Option Scheme and shall appraise the individual performance of the A Share Option Participants based on the requirements under the A Share Option Scheme. In the event of failure to fulfill the A Share Option Exercise Conditions required under the A Share Option Scheme, the

Company will cancel the A Share Options, which have not been exercised by the A Share Option Participants, in accordance with the terms of the A Share Option Scheme.

(b) The Company undertakes not to provide loans and financial support in any other forms, including providing guarantee for loans, to the A Share Option Participants for acquiring the A Share Options under the A Share Option Scheme.

(c) The Company shall withhold and pay, on behalf of the A Share Option Participants, the individual income tax and other tax payment due in accordance with the relevant tax laws and regulations.

(d) The Company shall fulfill the declaration, information disclosure and other obligations of the A Share Option Scheme in a timely manner in accordance with relevant regulations, and undertake that the relevant information disclosure documents of the A Share Option Scheme do not contain false statements, misleading statements or material omissions.

(e) The Company shall actively support the exercise of the A Share Options upon satisfaction of the A Share Option Exercise Conditions in accordance with the relevant requirements including those of the A Share Option Scheme, the CSRC, the SSE, the Hong Kong Stock Exchange and the Securities Depository. However, the Company disclaims any liability for losses incurred by the A Share Option Participants who fail to exercise the A Share Options at their own due to reasons on part of the CSRC, the SSE, the Hong Kong Stock Exchange and the Securities Depository.

(f) The Company confirms that the eligibility of the A Share Option Participants under the A Share Option Scheme does not represent the right of such A Share Option Participants to continue to serve the Group and does not constitute a commitment of employment for a fixed term. The employment relationship between the Company or its subsidiaries or branches and the A Share Option Participants shall be governed by the labour contracts or employment agreements between the parties.

(g) Other relevant rights and obligations under the laws and regulations.

(II) *Rights and obligations of the A Share Option Participants*

(a) An A Share Option Participant shall comply with the requirements of his/her position as stipulated by the Group, and shall work diligently and responsibly, strictly observe professional ethics, and make contribution to the development of the Group.

(b) The source of funds shall be self-financed by the A Share Option Participants.

(c) The A Share Options granted to the A Share Option Participants shall not be transferred, pledged or used for repayment of debt.

(d) Any gains of the A Share Option Participants generated from the A Share Option Scheme are subject to individual income tax and other taxes according to the relevant tax laws and regulations.

(e) The A Share Option Participants undertake, where false statements or misleading statements in or material omissions from the information disclosure documents of the Company result in non-compliance with condition of grant and exercise of the entitlements, the A Share Option Participants concerned shall return to the Company all interests gained through the A Share Option Scheme calculated from the date when it is confirmed that the relevant information disclosure documents of the Company contain false statement or misleading representations or material omissions.

(f) Other relevant rights and obligations under the laws and regulations.

Procedures for Amendment and Termination of the A Share Option Scheme

(I) *Procedures for amendment to the A Share Option Scheme*

(a) If the Company intends to amend the A Share Option Scheme before it is considered at the EGM, such amendment shall be considered and approved by the Board.

(b) Except for the relevant matters authorised to the Board by the Shareholders at the EGM, if the Company intends to amend the A Share Option Scheme after it is approved at the EGM, such amendments shall be considered and approved by the Shareholders at the general meeting of the Company, provided that, such amendments shall not result in the following:

(i) accelerating the exercise of the A Share Options; and

(ii) reducing the A Share Option Exercise Price (except in accordance with the terms of the A Share Option Scheme).

For the avoidance of doubt, any alterations to the terms of the A Share Option Scheme which are of a material nature must be approved by Shareholders at the general meeting of the Company.

(c) If the A Share Options granted to the A Share Option Participants were approved by the Remuneration and Appraisal Committee, the Board and/or Shareholders (as the case may be), any subsequent alternations to the terms of the A Share Options granted shall be subject to approval by the Remuneration and Appraisal Committee, the Board, and/or Shareholders (as the case may be), the aforementioned provision shall not apply where the alterations take effect automatically under the existing terms of the A Share Option Scheme.

(d) Any change to the authority of the Board in relation to any alteration to the terms of the A Share Option Scheme must be approved by Shareholders at the general meeting of the Company.

(e) After amendment, the terms of this A Share Option Scheme shall comply with the relevant requirements of Chapter 17 of the Hong Kong Listing Rules.

(f) The Remuneration and Appraisal Committee shall opine on the amended A Share Option Scheme as to whether the A Share Option Scheme may benefit the Group's sustainable development, and whether there is any notifiable damage to the interests of the Company and the Shareholders as a whole. The legal advisers shall opine on whether the amended A Share Option Scheme is in compliance with the Administrative Measures and the relevant laws and regulations, and whether there is any notifiable damage to the interests of the Company and the Shareholders as a whole.

(II) *Procedures for termination of the A Share Option Scheme*

(a) If the Company intends to terminate the implementation of the A Share Option Scheme before it is considered at the EGM, such termination shall be considered and approved by the Board.

(b) If the Company intends to terminate the implementation of the A Share Option Scheme after it is considered and approved at the EGM, such termination shall be considered and approved at the general meeting of the Company.

(c) The legal advisers shall issue legal opinion on the termination of the A Share Option Scheme as to whether it is in compliance with the Administrative Measures and the relevant laws and regulations, and whether there is any notifiable damage to the interests of the Company and the Shareholders as a whole.

(d) If the resolutions on terminating the implementation of the A Share Option Scheme have been considered and approved at the general meeting of the Company, the Company shall not be allowed to consider any share incentive scheme within the following 3 months after the announcement of such resolutions.

(e) Upon termination of the A Share Option Scheme, the A Share Options not yet exercised shall be cancelled by the Company and dealt with pursuant to the Company Law.

(f) The Company shall make an application to the SSE first before the cancellation of the A Share Options, and the Securities Depository will conduct the cancellation procedure thereof upon confirmation by the SSE.

Change in circumstances of the Company and A Share Option Participants

(I) The A Share Option Scheme shall be terminated immediately upon occurrence of any of the following events, the A Share Options granted to, but not yet exercised by, the A Share Option Participants shall not be exercised, and shall lapse automatically and be cancelled by the Company:

(a) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the financial report of the Company for its most recent accounting year;

(b) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the internal control of the financial report of the Company for its most recent accounting year;

(c) failure to conduct profit distribution in accordance with laws and regulations, the Articles and public undertakings during the last 36 months;

(d) circumstances under which implementation of any share incentive scheme is prohibited by laws and regulations; or

(e) other circumstances as determined by the CSRC.

(II) Upon occurrence of any of the following events, the Board shall determine whether to continue to implement, amend, suspend or terminate the A Share Option Scheme, based on the extent of the relevant change in circumstances and the authorisation by the general meeting, save for any powers specifically required to be exercised by general meeting of the Company:

(a) change in control of the Company;

(b) merger/de-merger of the Company; or

(c) other material changes.

(III) Where any false statements or misleading representations in or material omissions from the information disclosure documents of the Company result in non-compliance with conditions of grant or arrangements for exercise of the A Share Options, no further grant of A Share Options shall be made, and all A Share Options which are granted but not yet exercised shall lapse automatically and be cancelled by the Company. In respect of the A Share Options granted to the A Share Option Participants which have been exercised, all the A Share Option Participants shall return to the Company all interests granted. If the A Share Option Participants, who are not liable for the abovementioned events, suffer loss as a result of returning such interests, they may claim for damages from the Company or responsible parties in accordance with the arrangements under the A Share Option Scheme.

The Board shall recover all the interests received by the A Share Option Participants in accordance with the preceding paragraph and the relevant arrangements under the A Share Option Scheme.

(IV) Change in individual circumstances of the A Share Option Participants

(a) Upon occurrence of any of the following events in respect of an A Share Option Participant, the A Share Options granted to such A Share Option Participants shall remain unchanged, and the terms relating to the A Share Option Vesting Period and exercise of the A Share Options shall continue to apply in accordance with the A Share Option Scheme:

(i) change of position of the A Share Option Participant subject to such A Share Option Participant remaining within the scope of A Share Option Participants as stipulated under the A Share Option Scheme; or

(ii) re-employment of the A Share Option Participant after retirement upon reaching the statutory age or the age prescribed by the Group.

(b) Upon occurrence of any of the following events in respect of an A Share Option Participant (other than the circumstances set out in sub-paragraph (c) below), the Board may decide that any A Share Option granted to, but not yet exercised by, such A Share Option Participant under the A Share Option Scheme shall no longer be exercisable and be cancelled by the Company:

(i) change of position of the A Share Option Participant due to which the A Share Option Participant ceases to fall within the scope of A Share Option Participants as stipulated under the A Share Option Scheme;

(ii) the A Share Option Participant becoming an independent non-executive Director or falling within other category(ies) of persons who are not allowed to hold Shares;

(iii) termination or cessation of labour contract or employment agreement (including but not limited to resignation, non-renewal upon expiration of labour contract or employment agreement, retirement upon reaching the statutory age or the age prescribed by the Group, loss of working capacity, death, mutual termination of labour contract or employment agreement, and other circumstances under which the employment relationship shall be terminated or ceased in accordance with applicable laws); or

(iv) the A Share Option Participant being prohibited from acting as a director or a member of the senior management of a company as required by the Company Law.

(c) Upon occurrence of any of the following events in respect of an A Share Option Participant, the Board may decide that any A Share Option granted to, but not yet exercised by, such A Share Option Participant under the A Share Option Scheme shall no longer be exercised and be cancelled by the Company. In severe cases, the Board may, based on the actual situation, take actions against the relevant A Share Option Participant and claim for the loss and damages suffered by the Group:

(i) dismissal due to failure to accomplish individual performance targets; or

(ii) change of position due to incompetence, failing to pass in performance appraisal, violation of laws, leakage of the Group's confidential information, dereliction of duty or malpractice or any other acts that cause material damage to the interests or reputation of the Group.

(d) Other unspecified circumstances shall be identified by the Board which shall determine how such matters are to be dealt with.

(B) ***General Information***

No trustee will be appointed under the A Share Option Scheme.

(C) ***Hong Kong Listing Rule Implications***

The A Share Option Scheme involves the transfer of A Shares not listed on the Hong Kong Stock Exchange out of the treasury by the Company, and no new Shares of the Company will be issued under the A Share Option Scheme. As such, the A Share Option Scheme is subject to the applicable disclosure requirements under Rule 17.12 of Chapter 17 of the Hong Kong Listing Rules.

The grants of A Share Options under the A Share Option Scheme to those grantees who are connected persons of the Company shall comply with such provisions under Chapter 14A of the Hong Kong Listing Rules as may be applicable, including any reporting, announcement and independent shareholders' approval requirements, unless otherwise exempted under the Hong Kong Listing Rules.

In accordance with the relevant laws and regulations, each of Mr. Chen, Ms. Guan, Mr. Wen, Mr. Wang and Ms. Yan Jia, each a Director and proposed A Share Option Participant of the A Share Option Scheme, has abstained from voting on the relevant Board resolutions in relation to the proposed adoption of the A Share Option Scheme. Save as disclosed above, none of the Directors has a material interest in the A Share Option Scheme.

A special resolution will be proposed at the EGM to consider and, if thought fit, approve the adoption of the A Share Option Scheme.

(2) Proposed Adoption of the Management Measures for the Appraisal System of the 2025 A Share Option Scheme

To ensure the implementation of the A Share Option Scheme, the Management Measures for the Appraisal System have been formulated according to the Company Law, the Securities Law, the Administrative Measures and other relevant laws, regulations and regulatory documents, the relevant requirements of the Articles taking account of the actual situation of the Company.

The full text of the Management Measures for the Appraisal System is set out in Appendix I to this circular. The Management Measures for the Appraisal System were prepared in Chinese, and in the event of any discrepancies between the English translation and the Chinese version of the Management Measures for the Appraisal System, the Chinese version shall prevail.

A special resolution will be proposed at the EGM to consider and, if thought fit, approve the adoption of the Management Measures for the Appraisal System.

(3) Mandate to Be Granted to the Board to Deal with Matters Pertaining to the 2025 A Share Option Scheme

For the implementation of the A Share Option Scheme, it is proposed at the EGM that the Board be authorised to deal with matters pertaining to the A Share Option Scheme, including but not limited to:

(i) to determine the eligibility and qualifications of the A Share Option Participants under the A Share Option Scheme, the number of A Share Options to be granted to specific A Share Option Participants and the A Share Option Grant Date(s) under the A Share Option Scheme, save for any powers specifically required under relevant documents to be exercised by general meetings;

(ii) to adjust the number of the A Share Options and the A Share Option Exercise Price in accordance with the terms of the A Share Option Scheme, in the event of any capitalisation of capital reserve, bonus issue, share sub-division, rights issue or share consolidation;

(iii) in accordance with the A Share Option Scheme, to grant the A Share Options to the A Share Option Participants and deal with all necessary matter pertaining to the grant of A Share Options, including but not limited to entering into grant agreements with the A Share Option Participants, making applications for grant to the stock exchange, applying for registration and clearing matters with the Securities Depository, making amendments to the Articles (if relevant) and completing the registration of change in registered capital of the Company (if relevant);

(iv) to review and confirm the eligibility of an A Share Option Participant for exercise and the conditions thereof;

(v) to determine whether an A Share Option Participant can exercise his or her A Share Options, and to deal with all necessary matters relating to the exercise of A Share Options, including but not limited to making applications for exercise to the stock exchange and applying for registration and clearing matters with the Securities Depository;

(vi) unless otherwise stipulated by laws and regulations, to deal with matters relating to the amendment and termination of the A Share Option Scheme, including but not limited to the disqualification of an A Share Option Participant for exercise, cancellation of the A Share Options which have not been exercised by an A Share Option Participant, termination of the A Share Option Scheme and applying for registration and clearing matters with the Securities Depository;

(vii) to administer and adjust the A Share Option Scheme, provided that any such adjustments shall be subject to the Shareholders' approval at the general meeting of the Company and/or the approval from the relevant competent authorities, if so required under the applicable laws, regulations or as required by the relevant competent authorities;

(viii) to execute, implement, amend and terminate any agreement and other documents in relation to the A Share Option Scheme;

(ix) to allocate and adjust the A Share Options among the A Share Option Participants within the maximum number of A Share Options that may be granted under the A Share Option Scheme, in accordance with the A Share Option Scheme;

(x) to engage relevant intermediaries including, but not limited to, financial advisers, receiving banks, accountants, legal advisers or securities companies for the A Share Option Scheme;

(xi) to deal with all formalities with the relevant government authorities and institutions in relation to the A Share Option Scheme including but not limited to review, registration, filing, approval and consent; to sign, execute, amend and complete all documents to be submitted to the relevant government authorities, institutions, organisations and individuals; and to do all acts it deems necessary, appropriate or desirable in relation to the A Share Option Scheme;

(xii) to implement other necessary matters for the A Share Option Scheme, save for any powers specifically required under relevant documents to be exercised by general meetings; and

(xiii) it is proposed at the EGM for approval that the aforementioned authorisation to the Board shall be valid for the term of the A Share Option Scheme.

With respect to the matters prescribed in the above authorisation, save for matters that explicitly require approval by Shareholders resolutions or Board resolutions under the relevant laws, administrative regulations, CSRC rules, regulatory documents, the A Share Option Scheme or the Articles of Association, other matters may be exercised directly by person(s) authorised by the Board on behalf of the Board.

A special resolution will be proposed at the EGM to consider and, if thought fit, approve the mandate to be granted to the Board to deal with matters pertaining to the A Share Option Scheme.

(4) Proposed Adoption of the 2025 H Share RSU Scheme

Reference is made to the announcement of the Company dated 22 August 2025 in relation to, among other things, the proposed adoption of the H Share RSU Scheme.

On 22 August 2025, the Board resolved to approve the proposed adoption of the H Share RSU Scheme. The 2025 H Share RSU Scheme constitutes a share scheme under Chapter 17 of the Hong Kong Listing Rules and will therefore comply with the requirements of Chapter 17 of the Hong Kong Listing Rules. According to the relevant PRC laws and regulations and the Hong Kong Listing Rules, the adoption of the H Share RSU Scheme is subject to the consideration and approval by the Shareholders at the general meeting of the Company. Since the Company constitutes a principal subsidiary of Fosun International for the purpose of Chapter 17 of the Hong Kong Listing Rules, the adoption of the H Share RSU Scheme is also subject to the consideration and approval by the shareholders of Fosun International at the general meeting of Fosun International.

As at the Latest Practicable Date, no option, award or other incentive interest may be granted under any existing share scheme or share incentive scheme of the Company that is in effect.

(A) ***Principal Terms of the H Share RSU Scheme***

The principal terms of the H Share RSU Scheme are summarised below:

1. *Purpose of the H Share RSU Scheme*

In order to further improve the corporate governance structure, establish and enhance the long-term incentive mechanism of the Group, attract and retain outstanding talent, fully mobilise the enthusiasm of the executive Directors, employee Director and senior management personnel of the Company and employees of the Group, and effectively align the interests of the Shareholders, corporate(s) and the Group's core team personnel to focus on and work collectively for the long-term development of the Group, the H Share RSU Scheme is formulated on the premise of sufficiently protecting the interests of the Shareholders and in accordance with the requirements under the Applicable Laws and the Articles.

2. *Conditions*

The H Share RSU Scheme shall take effect subject to and is conditional upon the passing of the necessary resolution(s) by the Shareholders in general meeting of the Company and the obtaining of any other requisite approval(s) (or waiver(s), as the case may be) as required under the Applicable Laws (including the Hong Kong Listing Rules) and the Articles.

3. *Duration*

Subject to paragraphs 18 and 19, the H Share RSU Scheme shall be valid and effective for the Scheme Period, after which no further RSUs may be granted under the H Share RSU Scheme, but the provisions of the H Share RSU Scheme shall in

all other respects remain in full force and effect to the extent necessary to give effect as to the administration of RSUs granted prior thereto or otherwise as may be required in accordance with the provisions of the H Share RSU Scheme. Subject always to the terms of the relevant grant, RSUs granted prior to the end of the Scheme Period but not yet vested shall continue to be valid in accordance with the H Share RSU Scheme.

4. *Administration*

4.1 The H Share RSU Scheme shall be subject to the administration of the Board or the Scheme Administrator in accordance with the H Share RSU Scheme and, where applicable, the Trust Deed. A decision of the Board or the Scheme Administrator shall be final and binding on all persons affected thereby.

4.2 The authority to administer the H Share RSU Scheme (whether in whole or in part) may be delegated by the Board to the Scheme Administrator at the sole discretion of the Board, provided that nothing in the H Share RSU Scheme shall prejudice the Board's power to revoke (in whole or in part) such delegation, at any time or derogate from the discretion rested with the Board or the Scheme Administrator (as the case may be) as contemplated in paragraph 4.1.

4.3 Unless explicitly contrary to rules under the H Share RSU Scheme or Applicable Laws, the Board can make determinations in its administration of the H Share RSU Scheme, and where such authority is delegated to a Scheme Administrator, the Scheme Administrator shall enjoy the same absolute discretion. Neither the Board nor the Scheme Administrator shall be bound to give any reason therefor in connection with their exercise of such discretion.

5. *Eligible Employees*

5.1 The Board or the Scheme Administrator may, from time to time, select any Eligible Employee to be an H Share RSU Grantee and, subject to paragraph 6, grant RSUs to such H Share RSU Grantee during the Scheme Period. The H Share RSU Grantees shall be determined in accordance with the Applicable Laws and the Articles, together with the actual situation of the Group. The nature, amount, terms and conditions of any such RSUs so granted shall be determined by the Board or the Scheme Administrator in its sole and absolute discretion, subject to rules of the H Share RSU Scheme.

5.2 Eligible Employees shall include the executive Directors, employee Director and senior management of the Company, the mid-level management of the Group, and other employees of the Group whom the Board considers appropriate to be incentivised. The basis of eligibility of any Eligible Employee shall be determined by the Board or the Scheme Administrator based on the Eligible Employee's role and position within the Group, as well as the Eligible Employee's contribution to the overall business performance and sustainable development of the Group.

5.3 For the avoidance of doubt, Eligible Employees shall not include any (i) independent non-executive Director, or (ii) Shareholder or actual controller and his/her spouse, parents and children where any of the aforesaid individually or collectively holds more than 5% of the Shares.

5.4 Executive Directors and employee Director who are H Share RSU Grantees shall not be involved in the management of the H Share RSU Scheme, and shall abstain from voting when the Board and the general meeting of the Company consider and vote on the relevant resolutions relating to the H Share RSU Scheme.

6. *Grant of RSUs*

6.1 The Company shall, in respect of the offer of grant of each RSU (the "**H Share RSU Grant**") and within a reasonable period following the H Share RSU Grant Date, issue an instrument to each H Share RSU Grantee in such form as the Board or the Scheme Administrator may from time to time determine, which may specify the number of RSUs, the H Share RSU Grant Price (if any), the H Share RSU Vesting Price, the H Share RSU Vesting Period, the vesting conditions, the date by which the grant must be accepted, any circumstances where the Company may exercise its right to clawback the RSUs granted and such other details as the Board or the Scheme Administrator may consider necessary, and requiring the H Share RSU Grantee to undertake to be bound by the terms and provisions of the H Share RSU Scheme and irrevocably give the undertakings deemed to be given by the H Share RSU Grantee under the H Share RSU Scheme (a "**H Share RSU Grant Instrument**").

6.2 The Board or the Scheme Administrator may determine, subject to provisions of the rules of the H Share RSU Scheme, the Listing Rules and the Articles, the terms of an H Share RSU Grant that is specified in the H Share RSU Grant Instrument, including (without limitation), H Share RSU Grant Price (if any) on acceptance of an H Share RSU Grant, the method of payment and the period(s) within which any such payments must be made. For the avoidance of doubt, the Board or the

Scheme Administrator may, in its sole and absolute discretion, determine that no H Share RSU Grant Price is payable on acceptance of an H Share RSU Grant.

6.3 No H Share RSU Grant shall be made to any Eligible Employee unless all of the following conditions are satisfied as at the H Share RSU Grant Date:

(a) There being no occurrence of any of the following events on the part of the Company:

(i) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the financial report of the Company for its most recent accounting year;

(ii) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the internal control of the financial report of the Company for its most recent accounting year;

(iii) failure to conduct profit distribution in accordance with Applicable Laws, the Articles and public undertakings during the last 36 months;

(iv) circumstances under which implementation of any share incentive scheme is prohibited by Applicable Laws; or

(v) other circumstances as determined by the CSRC.

(b) There is no occurrence of any of the following events on the part of the Eligible Employee:

(i) he or she has been determined by any stock exchange as an ineligible person in the last 12 months;

(ii) he or she has been determined by the CSRC or its delegated agencies as an ineligible person in the last 12 months;

(iii) he or she has been imposed by the CSRC or its delegated agencies with administrative penalties or measures prohibiting access into the market in the last 12 months due to material non-compliance of laws or regulations;

(iv) he or she is prohibited from acting as a director or a member of the senior management of a company as required by the Company Law;

(v) he or she is prohibited from participating in share incentive schemes of listed companies as required by Applicable Laws; or

(vi) other circumstances as determined by the CSRC.

6.4 No RSU shall be granted:

(a) during the period commencing 30 days (or 60 days in the event of annual report or announcement of results) immediately preceding the publication of any periodic report or announcement of results of the Company (up to and including the date of publication), and in the event of delay in publication of such periodic report or announcement of results due to special circumstances, such period shall commence from either 30 days or 60 days prior to the original expected date of publication and such period shall also cover the period of delay in the publication of the periodic report or announcement of results;

(b) within five days prior to the publication of performance forecast or preliminary performance results;

(c) during the period when any significant transaction or significant event of the Group is in the decision-making process until the date of disclosure in accordance with the rules of the stock exchanges of the places where the Shares of the Company are listed and other Applicable Laws;

(d) when the Company is in possession of any unpublished inside information;

(e) during the period commencing from the date of occurrence of any other significant event which may have a significant impact on the trading prices of the Company's securities and their derivatives or the date on which relevant decision-making procedures start and ending on the date of disclosure in accordance with the rules of the stock exchanges of the places where the Shares of the Company are listed and other Applicable Laws; and

(f) during such other period as stipulated by the CSRC, the SSE, the Hong Kong SFC or the Hong Kong Stock Exchange,

whereas "significant transaction", "significant event" and "significant event which may have a significant impact on the trading prices of the Company's securities and their derivatives" as referred to above mean any transaction or other significant event that is required to be disclosed under the rules of the stock exchanges of the places where the Shares of the Company are listed and other Applicable Laws.

6.5 An H Share RSU Grant shall be deemed to have been accepted by the H Share RSU Grantee (i) when the duplicate H Share RSU Grant Instrument constituting acceptance of the RSU duly executed by the H Share RSU Grantee, together with a remittance or payment in favour of the Company of the H Share RSU Grant Price (if any), is received by the Company within the time period as set out in the H Share RSU Grant Instrument; or (ii) upon acceptance by the H Share RSU Grantee in any other manner prescribed by the Board or the Scheme Administrator from time to time as specified in the H Share RSU Grant Instrument. Such remittance or payment of the H Share RSU Grant Price (if any) shall in no circumstances be refundable.

6.6 To the extent that an H Share RSU Grant is not accepted within the time period and in the manner specified in the H Share RSU Grant Instrument, the H Share RSU Grant will be deemed to have been irrevocably declined and will lapse unless the Board or the Scheme Administrator determines otherwise.

6.7 By accepting an H Share RSU Grant, an H Share RSU Grantee shall be deemed to be bound by the rules of the H Share RSU Scheme and the terms of the H Share RSU Grant Instrument.

6.8 Following the receipt by the Company of the duly executed H Share RSU Grant Instrument constituting acceptance and the requisite payment (where applicable) from an H Share RSU Grantee or upon acceptance of an H Share RSU Grant by an H Share RSU Grantee in such manner as specified by the Company in the relevant H Share RSU Grant Instrument, the Company shall provide a fully executed copy of the relevant H Share RSU Grant Instrument to the Trustee, subject to the terms of the Trust Deed.

6.9 In respect of the administration and implementation of the H Share RSU Scheme, the Company shall comply with all applicable disclosure requirements including those imposed by the Listing Rules.

7. *Sources of Restricted H Shares*

7.1 The sources of the Restricted H Shares under the H Share RSU Scheme shall be (i) treasury H Shares transferred to the Trustee by the Company; and/or (ii) existing H Shares purchased by the Trustee from the secondary market.

7.2 Subject to paragraph 7.4, the Company shall, for the purposes of satisfying an H Share RSU Grant, (i) transfer treasury H Shares to the Trustee out of its treasury; and/or (ii) transfer to the Trust the necessary funds and instruct the Trustee to acquire H Shares on the market at the prevailing market price or at price within a specified price range. Subject to the Applicable Laws, the Company shall instruct the Trustee whether or not to apply any Returned H Shares to satisfy any H Share RSU Grant made or to be made, and if the Returned H Shares, as specified by the Company, are not sufficient to satisfy the H Share RSU Grant made, the Company shall, subject to the other provisions of the H Share RSU Scheme, for purposes of satisfying the H Share RSU Grant, (i) transfer further treasury H Shares to the Trustee out of its treasury; and/or (ii) transfer to the Trust the necessary funds and instruct the Trustee to acquire further H Shares on the market at the prevailing market price or at price within a specified price range.

7.3 The Company shall cause sufficient funds and/or treasury shares to be made available to the Trustee for the proper administration and operation of the H Share RSU Scheme in accordance with the terms thereof. The Trustee shall, subject to paragraph 7.4, upon receipt of written instruction from the Company, acquire such number of H Shares on the market at the prevailing market price or at price within a specified price range as soon as reasonably practicable after receiving the necessary funds from the Company.

7.4 The Company shall not transfer to the Trustee treasury shares nor instruct the Trustee to acquire H Shares on-market at the prevailing market price or at price within a specified price range, and the Trustee shall not execute such instruction, where (i) such action (as applicable) is prohibited under the Applicable Laws; or (ii) during such periods as stated in paragraph 6.4. Where such a prohibition causes the prescribed timing imposed by the H Share RSU Scheme or the Trust Deed to be missed, such prescribed timing shall be treated as extended until as soon as reasonably practicable after the first Trading Day on which the prohibition no longer prevents the relevant action.

7.5 The Company shall not transfer to the Trustee treasury shares nor instruct the Trustee to acquire H Shares on-market at the prevailing market price or at price within a specified price range, and the Trustee shall not execute such instruction, in excess of the number allowed pursuant to the H Share Scheme Mandate Limit (or any refreshed limit, where applicable) or otherwise in breach of the provisions of the H Share RSU Scheme.

7.6 The Board or the Scheme Administrator may at any time instruct the Trustee in writing to deal with the Restricted H Shares which, as of the date of such instruction are unvested and have not previously lapsed pursuant to any provisions in the H Share RSU Scheme, the Returned H Shares, or H Shares otherwise remaining on the Trust for any other reason, in a manner determined by the Board or the Scheme Administrator at its absolute discretion (which may include, among others, (i) transferring all relevant Restricted H Shares to other account(s) maintained by the Trustee (or any other trustee as appointed by the Company) for the purposes of operating other share schemes of the Company; (ii) disposing of such Restricted H Shares or Returned H Shares and remitting the proceeds to the Company, provided that such action falls outside of such periods as stated in paragraph 6.4 and in compliance with the Applicable Laws; and/or (iii) accelerating vesting of such RSUs and transferring such Restricted H Shares to the relevant H Share RSU Grantee), provided that such action falls outside of such periods as stated in paragraph 6.4 and that such instructions shall comply with the terms and conditions of the Trust Deed subject to any Applicable Laws.

7.7 The Company may, from time to time, repurchase any Restricted H Shares held by the Trustee and deal with such Restricted H Shares in any manner (as determined by the Board or the Scheme Administrator at its absolute discretion) permitted under Applicable Laws in accordance with the terms of the Trust Deed, provided that such action falls outside any period during which share repurchases are prohibited under the Listing Rules and other Applicable Laws and subject to the obtaining of any requisite approval(s) (or waiver(s), as the case may be) as required under the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs and other Applicable Laws.

7.8 The Restricted H Shares transferred out of its treasury pursuant to the H Share RSU Scheme shall be identical to all existing issued H Shares and shall be subject to all the provisions of the Articles for the time being in force and will rank *pari passu* with the other fully paid H Shares in issue and shall have the same voting, dividend, transfer and other rights,

including those arising on liquidation of the Company as attached to the fully paid H Shares in issue and rights in respect of any dividend or other distributions on the date the name of the H Share RSU Grantee (or his personal representative(s)/nominee to hold on trust or in custody for the benefit of the H Share RSU Grantee) is registered on the register of members of the Company or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members, save that the H Share RSU Grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

8. *Proposed Allocation under the H Share RSU First Grant*

The RSUs to be granted under the H Share RSU First Grant are proposed to be allocated as follows:

No.	Name	Position	Number of RSUs to be granted	Approximate proportion in the total number of RSUs to be granted under the H Share RSU First Grant	Corresponding approximate proportion in the total number of Shares in issue[(1)]	Corresponding approximate proportion in the total number of H Shares in issue (excluding treasury shares)[(2)]
1	Chen Yuqing*	Executive Director and chairman of the Board	953,500	8.91%	0.0357%	0.1763%
2	Guan Xiaohui*	Executive Director and co-chairman of the Board	686,500	6.42%	0.0257%	0.1269%
3	Wen Deyong*	Executive Director and vice chairman of the Board	686,500	6.42%	0.0257%	0.1269%
4	Wang Kexin*	Executive Director	610,200	5.70%	0.0229%	0.1128%
5	Yan Jia*	Employee Director	50,900	0.48%	0.0019%	0.0094%
6	Liu Yi	Chief executive officer and president	762,800	7.13%	0.0286%	0.1410%
7	Li Jing	Co-president	572,100	5.35%	0.0214%	0.1058%
8	WANG XINGLI	Co-president	572,100	5.35%	0.0214%	0.1058%
9	ZHANG WENJIE	Co-president	114,400	1.07%	0.0043%	0.0211%
10	Feng Rongli	Executive president	381,400	3.57%	0.0143%	0.0705%
11	Wang Donghua	Senior vice president	200,200	1.87%	0.0075%	0.0370%
12	Chen Zhanyu	Senior vice president and chief financial officer	343,300	3.21%	0.0129%	0.0635%
13	LI XIANG	Senior vice president	200,200	1.87%	0.0075%	0.0370%
14	Dong Xiaoxian	Vice president, secretary of the Board and joint company secretary	158,900	1.49%	0.0060%	0.0294%
15	Su Li	Vice president	95,300	0.89%	0.0036%	0.0176%
16	Ji Hao	Vice president	158,900	1.49%	0.0060%	0.0294%

No.	Name	Position	Number of RSUs to be granted	Approximate proportion in the total number of RSUs to be granted under the H Share RSU First Grant	Corresponding approximate proportion in the total number of Shares in issue[(1)]	Corresponding approximate proportion in the total number of H Shares in issue (excluding treasury shares)[(2)]
17	Zhu Yue	Vice president	158,900	1.49%	0.0060%	0.0294%
18	Lv Lilang	Vice president	127,100	1.19%	0.0048%	0.0235%
19	Yuan Fangbing	Vice president	158,900	1.49%	0.0060%	0.0294%
Other mid-level management personnel and core personnel of the Group			3,704,300	34.63%	0.1387%	0.6847%
Total number of RSUs under the H Share RSU First Grant			10,696,400	100.00%	0.4005%	1.9773%

Notes:

* Being Directors who are involved in the daily operation of the Group. Such Directors shall abstain from voting when the Board and the general meeting of the Company consider the H Share RSU Scheme and the relevant resolutions, and shall not be involved in the management of the H Share RSU Scheme during the implementation of the H Share RSU Scheme.

(1) I.e. 2,670,429,325 Shares, being the total number of Shares in issue (including treasury shares) as at the close of trading on 22 August 2025, hereinafter the same.

(2) I.e. 540,971,500 H Shares, being the total number of H Shares in issue of 551,940,500 Shares, less 10,969,000 treasury H Shares, as at the close of trading on 22 August 2025, hereinafter the same.

9. *Vesting Period and Vesting Conditions*

9.1 Vesting of the RSUs granted under the H Share RSU Scheme is subject to such H Share RSU Vesting Period and vesting conditions as set out in this paragraph 9 (for this purpose, the date or each such date on which the RSUs are to vest is referred to as a "**H Share RSU Vesting Date**").

9.2 Notwithstanding any provisions to the contrary in the rules of the H Share RSU Scheme, the vesting of the RSUs shall be subject to and conditional upon the prior approval of the Board. For the avoidance of doubt, when on an H Share RSU Vesting Date (i) the Board has not yet made a determination on whether a RSU should vest, the actual vesting of the relevant RSUs shall instead happen on a date to be determined by the Board, and the relevant RSUs shall remain effective until the time the Board has made its determination, or (ii) where the Board has determined that the RSU shall not vest (whether for individual H Share RSU Grantees or otherwise, and regardless of whether the Board's determination is made on, before or after the H Share RSU Vesting Date), the relevant RSUs shall not vest and shall lapse forthwith.

9.3 The H Share RSU Vesting Period of the RSUs granted under the H Share RSU First Grant shall be 12 months, 24 months and 36 months from the relevant H Share RSU Grant Date. The vesting schedule and arrangements for the RSUs to be granted under the H Share RSU First Grant are set out below:

Vesting schedule of the RSUs granted under the H Share RSU First Grant		**Maximum proportion of the vested RSUs in the total number of RSUs granted under the H Share RSU First Grant**
First H Share RSU Vesting Date	The first Trading Day after expiry of the 12-month period from the H Share RSU Grant Date	33%
Second H Share RSU Vesting Date	The first Trading Day after expiry of the 24-month period from the H Share RSU Grant Date	33%
Third H Share RSU Vesting Date	The first Trading Day after expiry of the 36-month period from the H Share RSU Grant Date	34%

9.4 If, other than the H Share RSU First Grant, any RSUs are reserved to be granted in 2025 or 2026, the vesting schedule and arrangements for the RSUs to be granted under the H Share RSU Reserved Grant are set out below:

Vesting schedule of the RSUs granted under the H Share RSU Reserved Grant in 2025		**Maximum proportion of the vested RSUs in the total number of RSUs granted under the H Share RSU Reserved Grant in 2025**
First H Share RSU Vesting Date	The first Trading Day after expiry of the 12-month period from the H Share RSU Grant Date	33%
Second H Share RSU Vesting Date	The first Trading Day after expiry of the 24-month period from the H Share RSU Grant Date	33%
Third H Share RSU Vesting Date	The first Trading Day after expiry of the 36-month period from the H Share RSU Grant Date	34%

Vesting schedule of the RSUs granted under the H Share RSU Reserved Grant in 2026		**Maximum proportion of the vested RSUs in the total number of RSUs granted under the H Share RSU Reserved Grant in 2026**
First H Share RSU Vesting Date	The first Trading Day after expiry of the 12-month period from the H Share RSU Grant Date	50%
Second H Share RSU Vesting Date	The first Trading Day after expiry of the 24-month period from the H Share RSU Grant Date	50%

9.5 Vesting of the RSUs granted to any H Share RSU Grantee shall be subject to and conditional upon the satisfaction of all the following vesting conditions during the H Share RSU Vesting Period:

(a) There being no occurrence of any of the following events on the part of the Company:

(i) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the financial report of the Company for its most recent accounting year;

(ii) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the internal control of the financial report of the Company for its most recent accounting year;

(iii) failure to conduct profit distribution in accordance with Applicable Laws, the Articles and public undertakings during the last 36 months;

(iv) circumstances under which implementation of any share incentive scheme is prohibited by Applicable Laws; or

(v) other circumstances as determined by the CSRC.

(b) There is no occurrence of any of the following events on the part of the H Share RSU Grantee:

(i) he or she has been determined by any stock exchange as an ineligible person in the last 12 months;

(ii) he or she has been determined by the CSRC or its delegated agencies as an ineligible person in the last 12 months;

(iii) he or she has been imposed by the CSRC or its delegated agencies with administrative penalties or measures prohibiting access into the market in the last 12 months due to material non-compliance of laws or regulations;

(iv) he or she is prohibited from acting as a director or a member of the senior management of a company as required by the Company Law;

(v) he or she is prohibited from participating in share incentive schemes of listed companies as required by Applicable Laws; or

(vi) other circumstances as determined by the CSRC.

Upon occurrence of any of the above events, any unvested RSUs shall lapse and shall not vest in the H Share RSU Grantee.

9.6 In addition to the conditions set out in paragraphs 9.2 and 9.5, vesting of the RSUs is subject to and conditional upon the results of the performance appraisal at the Group level and individual level as set out below:

(a) Performance appraisal at the Group level

Under the H Share RSU Scheme, the financial performance indicators of the Group shall be appraised on an annual basis, and the appraisal shall be made once in each financial year. The two sub-indicators, i.e. "net profit attributable to the parent (歸母淨利潤)"[Note 1] and "revenue from Innovative Drugs (創新藥品收入)"[Note 2], of each appraisal year shall be assessed to determine the aggregate performance appraisal indicator score at the Group level (X) based on the scores and weights of each sub-indicator in order to further calculate the ratio for the vesting of the RSUs (M) for the corresponding year, the details of which are set out below:

(i) The aggregate performance appraisal indicator score at the Group level (X) = Σ the score of each sub-indicator $\times$ the corresponding weight.

Details of the performance appraisal indicators at the Group level applicable to the vesting of the RSUs under the H Share RSU First Grant are as follows:

Unit: RMB100 million

Appraisal indicator	Weight	2025 target value	2026 target value	2027 target value	Scoring standard for each sub-indicator (maximum score =100)
Net profit attributable to the parent[Note 1]	60%	33.2	39.6	47.7	The score of each sub-indicator = (actual value/target value) × 100
Revenue from Innovative Drugs[Note 2]	40%	93.6	112.3	134.8	

Note 1: "Net profit attributable to the parent" refers to net profit attributable to equity holders of the company as set out in the audited financial report of the Group for the relevant financial year prepared in accordance with the China Accounting Standards for Business Enterprises, after excluding the impact of share-based payment expenses of the H Share RSU Scheme and other share incentive schemes of the Company (if any).

Note 2: "Innovative Drugs" mainly include innovative drugs, biosimilars, improved new drugs and other drugs with high technological barriers formed through technological innovation. "Revenue from Innovative Drugs" shall be determined based on the data calculated in accordance with the China Accounting Standards for Business Enterprises as set out in the annual report of the Group for the corresponding appraisal year.

In the event of the H Share RSU Reserved Grant taking place in 2025, the years and specific indicators of the performance appraisal at the Group level applicable to the vesting of such RSUs shall be the same as those of the H Share RSU First Grant. In the event of the H Share RSU Reserved Grant taking place in 2026, the years of the performance appraisal at the Group level applicable to the vesting of such RSUs shall be the two financial years of 2026 and 2027, and the appraisal shall be conducted once in each financial year, and details of the performance appraisal indicators at the Group level applicable to the vesting of such RSUs are as follows:

Unit: RMB100 million

Appraisal indicator	**Weight**	**2026 target value**	**2027 target value**	**Scoring standard for each sub-indicator (maximum score = 100)**
Net profit attributable to the parent[*Note 1*]	60%	39.6	47.7	The score of each sub-indicator = (actual value/target value) × 100
Revenue from Innovative Drugs[*Note 2*]	40%	112.3	134.8	

Note 1: "Net profit attributable to the parent" refers to net profit attributable to equity holders of the company as set out in the audited financial report of the Group for the relevant financial year prepared in accordance with the China Accounting Standards for Business Enterprises, after excluding the impact of share-based payment expenses of the H Share RSU Scheme and other share incentive schemes of the Company (if any).

Note 2: "Innovative Drugs" mainly include innovative drugs, biosimilars, improved new drugs and other drugs with high technological barriers formed through technological innovation. "Revenue from Innovative Drugs" shall be determined based on the data calculated in accordance with the China Accounting Standards for Business Enterprises as set out in the annual report of the Group for the corresponding appraisal year.

With respect to any appraisal year, if the aggregate performance appraisal indicator score at the Group level (X) does not reach 80 points, all corresponding unvested RSUs granted to the H Share RSU Grantees for such appraisal year shall lapse and shall not vest in the H Share RSU Grantees.

(ii) The relationship between the aggregate performance appraisal indicator score at the Group level (X) and the vesting ratio (M) for the corresponding year is set out below:

Range of the aggregate performance appraisal indicator score at the Group level (X)	**Vesting ratio (M)***
X < 80 points	0
80 points ≤ X < 85 points	70%
85 points ≤ X < 90 points	80%
90 points ≤ X < 95 points	90%
95 points ≤ X ≤ 100 points	X%

* If the number of RSUs that can be vested to an H Share RSU Grantee is not an integer due to the vesting ratio (M), it will be rounded to the nearest integer.

(b) Performance appraisal at the individual level

Where the performance targets at the Group level have been achieved, the RSUs shall only vest if the relevant H Share RSU Grantee has achieved the benchmark of "Target Achieved" or above in his or her performance appraisal at the individual level in the corresponding appraisal year in accordance with the relevant management system of the Group in respect of remuneration and performance appraisal, otherwise, all unvested RSUs granted to him or her for the corresponding appraisal year shall lapse and shall not vest in the H Share RSU Grantee.

10. *Vesting of RSUs*

10.1 For the purposes of vesting of an RSU, and subject to and conditional upon (i) the Board's prior approval of the actual vesting, and (ii) the payment of the H Share RSU Vesting Price by the H Share RSU Grantee in such manner as specified in the H Share RSU Vesting Notice, the Board or the Scheme Administrator may decide either to:

(a) direct and procure the Trustee to release from the Trust the Restricted H Shares to the H Share RSU Grantee by transferring such number of Restricted H Shares to the H Share RSU Grantee (or his personal representative(s)/nominee to hold on trust or in custody for the benefit of the H Share RSU Grantee) in such manner as determined by the Board or the Scheme Administrator

from time to time (provided that the full amount of the H Share RSU Vesting Price for such number of Restricted H Shares so vested is paid to the Company by the H Share RSU Grantee);

(b) direct and procure the Trustee to sell on-market at prevailing market prices such number of Restricted H Shares so vested in the H Share RSU Grantee and pay the Actual Selling Price arising from such sale of Restricted H Shares to the H Share RSU Grantee (or his personal representative(s)/nominee to hold on trust or in custody for the benefit of the H Share RSU Grantee) (less the corresponding amount of H Share RSU Vesting Price if the H Share RSU Vesting Price has not been fully paid and any other amount as specified in paragraphs 10.5 and 10.6); or

(c) a combination thereof.

10.2 Upon vesting of the RSUs, the Company may, notwithstanding anything else in the rules of the H Share RSU Scheme (but subject to Applicable Laws), by itself or instruct the Trustee to deduct, without notice to the H Share RSU Grantee, the outstanding H Share RSU Vesting Price from the Actual Selling Price payable to the H Share RSU Grantee or from any payments due from any member of the Group to the H Share RSU Grantee as necessary to cover any outstanding H Share RSU Vesting Price payable to the Company by the H Share RSU Grantee.

10.3 Within a reasonable period (as determined by the Board or the Scheme Administrator) after the relevant vesting conditions have been satisfied in accordance with the H Share RSU Scheme and the relevant H Share RSU Grant Instrument subject to the Board's or the Scheme Administrator's determination of satisfaction, the Company shall send to the relevant H Share RSU Grantee a vesting notice (the "**H Share RSU Vesting Notice**") setting out the number of RSUs so vested, the H Share RSU Vesting Price payable by the H Share RSU Grantee, the manner and deadline of payment of the H Share RSU Vesting Price and any other information as the Board or the Scheme Administrator deems necessary. The Board or the Scheme Administrator shall at the same time forward a copy of the H Share RSU Vesting Notice to the Trustee.

10.4 Upon receipt of the instructions from the Board or the Scheme Administrator in respect of vesting of the RSUs in accordance with this paragraph 10 (and subject to the H Share RSU Grantee's payment of the H Share RSU Vesting Price in accordance with the H Share RSU Vesting Notice), the Trustee shall transfer and release the relevant Restricted H Shares to the relevant H Share RSU Grantee (or his personal representative(s)/nominee to hold on trust or in custody for the benefit of

the H Share RSU Grantee) and/or sell the relevant Restricted H Shares and pay the Actual Selling Price to the H Share RSU Grantee (or his personal representative(s)/nominee to hold on trust or in custody for the benefit of the H Share RSU Grantee) in satisfaction of the RSU in accordance with the Board's or Scheme Administrator's instructions and within any specified timeframe as determined by the Board or the Scheme Administrator.

10.5 Any stamp duty, levies, fees or other costs and expenses arising on the sale of the Restricted H Shares due to the vesting of RSUs (the "**Costs**") shall be borne by the H Share RSU Grantee and deducted from any amounts payable to the H Share RSU Grantee.

10.6 All taxes (including personal income taxes, professional taxes, salary taxes and similar taxes, as applicable), duties, social security contributions, impositions, charges and other levies arising out of or in connection with the H Share RSU Grantee's participation in the H Share RSU Scheme and all other share scheme(s) of the Company or in relation to the H Shares, Actual Selling Price, related income or cash amount of equivalent value of the H Shares (the "**Taxes**") received by an H Share RSU Grantee shall be borne by the H Share RSU Grantee, and the Company shall not be liable for any Taxes, unless otherwise required by Applicable Laws. The H Share RSU Grantee shall indemnify the Trustee and the Company against any liability each of them may have to pay or account for such Taxes, including any withholding liability in connection with any Taxes. The H Share RSU Grantee shall use best efforts and take all necessary actions to assist the Company in fulfilling any obligation to pay Taxes.

10.7 To give effect to paragraphs 10.5 and 10.6, the Company or any member of the Group may, notwithstanding anything else in the rules of the H Share RSU Scheme (but subject to Applicable Laws), by itself or instruct the Trustee to:

(a) sell, on the H Share RSU Grantee's behalf, such number of Restricted H Shares to which the H Share RSU Grantee becomes entitled under the H Share RSU Scheme and retain the proceeds and/or pay them to the relevant authorities or government agency;

(b) deduct or withhold, without notice to the H Share RSU Grantee, the amount of any such liability from any payment to the H Share RSU Grantee made under the H Share RSU Scheme or from any payments due from a member of the Group to the H Share RSU Grantee; and/or

(c) require the H Share RSU Grantee to remit to any member of the Group, in the form of cash or a certified or bank cashier's check, an amount sufficient to satisfy any Costs and Taxes or other amounts required by any governmental authority to be withheld and paid over to such authority by any member of the Group on account of the H Share RSU Grantee or to otherwise make alternative arrangements satisfactory to the Company for the payment of such amounts.

11. *Change in Circumstances of the Company and H Share RSU Grantees*

11.1 The H Share RSU Scheme shall be terminated and any unvested RSU shall lapse automatically upon occurrence of any of the following events:

(a) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the financial report of the Company for its most recent accounting year;

(b) issue of an auditors' report with adverse opinion or which indicates an inability to give an opinion by a PRC certified public accountant with respect to the internal control of the financial report of the Company for its most recent accounting year;

(c) failure to conduct profit distribution in accordance with Applicable Laws, the Articles and public undertakings during the last 36 months;

(d) circumstances under which implementation of any share incentive scheme is prohibited by Applicable Laws; or

(e) other circumstances as determined by the CSRC.

11.2 Upon occurrence of any of the following events, the Board shall determine whether to continue to implement, amend, suspend or terminate the H Share RSU Scheme, based on the extent of the relevant change in circumstances and the authorisation by the general meeting, save for any powers specifically required to be exercised by general meeting of the Company:

(a) change in control of the Company;

(b) merger/de-merger of the Company; or

(c) other material changes.

11.3 Where any false statements or misleading representations in or material omissions from the information disclosure documents of the Company result in non-compliance with conditions of grant or vesting of RSUs under the H Share RSU Scheme:

(a) no further H Share RSU Grant shall be made;

(b) all RSUs granted but not yet vested shall lapse automatically and shall not vest; and

(c) in respect of the RSUs which have vested in the H Share RSU Grantees, all the H Share RSU Grantees shall return to the Company all interests from the vested RSUs. If the H Share RSU Grantees, who are not liable for the abovementioned events, suffer loss as a result of returning such interests, they may claim for damages from the Company or responsible parties in accordance with the arrangements under the H Share RSU Scheme. The Board shall recover the interests received by the H Share RSU Grantees in accordance with this paragraph and the relevant arrangements of the H Share RSU Scheme.

11.4 Upon occurrence of any of the following events in respect of an H Share RSU Grantee, the RSUs granted to such H Share RSU Grantee shall remain unchanged and continue to vest in accordance with the H Share RSU Vesting Dates and vesting conditions set out in paragraph 9:

(a) change of position of the H Share RSU Grantee subject to such H Share RSU Grantee remaining as an Eligible Employee; or

(b) re-employment of the H Share RSU Grantee after retirement upon reaching the statutory age or the age prescribed by the Group.

11.5 Upon occurrence of any of the following events in respect of an H Share RSU Grantee (other than the circumstances set out in paragraph 11.6), the Board (or the Scheme Administrator) may decide that any unvested RSU granted to such H Share RSU Grantee shall lapse and shall not vest:

(a) change of position of the H Share RSU Grantee due to which the H Share RSU Grantee ceases to be an Eligible Employee;

(b) the H Share RSU Grantee becoming an independent non-executive Director or falling within other category(ies) of persons who are not allowed to hold Shares;

(c) termination or cessation of labour contract or employment agreement (including but not limited to resignation, non-renewal upon expiration of labour contract or employment agreement, retirement upon reaching the statutory age or the age prescribed by the Group, loss of working capacity, death, mutual termination of labour contract or employment agreement, and other circumstances under which the employment relationship shall be terminated or ceased in accordance with Applicable Laws); or

(d) the H Share RSU Grantee being prohibited from acting as a director or a member of the senior management of a company as required by the Company Law.

11.6 Upon occurrence of any of the following events in respect of an H Share RSU Grantee, the Board (or the Scheme Administrator) may decide that any unvested RSU granted to such H Share RSU Grantee shall lapse and shall not vest. In severe cases, the Board (or the Scheme Administrator) may, based on the actual situation, take actions against the relevant H Share RSU Grantee and claim for the loss and damages suffered by the Group:

(a) dismissal due to failure to accomplish individual performance targets; or

(b) change of position due to incompetence, failing to pass in performance appraisal, violation of laws, leakage of the Group's confidential information, dereliction of duty or malpractice or any other acts that cause material damage to the interests or reputation of the Group.

11.7 Without prejudice to other circumstances where an RSU shall lapse pursuant to the terms in the H Share RSU Scheme and in the H Share RSU Grant Instrument as determined by the Board or the Scheme Administrator at its discretion, an RSU shall lapse automatically upon the earliest of:

(a) the occurrence of any clawback event as set out in paragraph 13 with respect to an RSU that has not yet vested;

(b) any actual breach of paragraph 14 in respect of non-transferability of RSUs;

(c) the non-fulfillment of any vesting condition as set out in paragraph 9 on or before the H Share RSU Vesting Dates;

(d) in the case of a voluntary winding-up of the Company as referred to in paragraph 16.1, general offers as referred to in paragraph 16.2 and/or any compromise or arrangement referred to in paragraph 16.3, such date of lapse or the expiry of such deadline as determined by the Board or the Scheme Administrator; or

(e) the occurrence of such event or expiry of such period as may have been specifically provided for in the H Share RSU Grant Instrument, if any.

11.8 A determination of the Board or the Scheme Administrator to the effect that the RSUs shall lapse on one or more of the grounds as specified in this paragraph 11 shall be conclusive and binding on the H Share RSU Grantee and that in each case above the Board or the Scheme Administrator in its absolute discretion may decide that such RSUs or any part thereof shall not so lapse or determine that such RSUs are subject to such conditions or limitations as it may decide; and that any of such decision shall be conclusive and binding on the H Share RSU Grantee. The Company shall not owe any liability to any H Share RSU Grantee for the lapse of any RSUs under this paragraph 11. Any RSUs lapsed in accordance with the terms of the H Share RSU Scheme shall not be regarded as utilised for the purpose of calculating the available H Share Scheme Mandate Limit (including any refreshed limit, where applicable).

11.9 The Board or the Scheme Administrator may cancel RSUs previously granted to and yet to be vested to an H Share RSU Grantee. The H Share RSU Grantee whose RSUs are cancelled pursuant to this paragraph may be granted new RSUs under the H Share RSU Scheme in accordance with the H Share Scheme Mandate Limit (including any refreshed limit, where applicable) but subject always to such grant of new RSUs complying with the Applicable Laws and the rules of the H Share RSU Scheme. Any RSUs cancelled in accordance with the terms of the H Share RSU Scheme shall be regarded as utilised for the purpose of calculating the available H Share Scheme Mandate Limit (including any refreshed limit, where applicable).

12. *Scheme Limits*

12.1 Subject to the H Share Scheme Mandate Limit, the maximum number of RSUs that may be granted under the H Share RSU Scheme shall not exceed 13,370,500 RSUs, corresponding to a maximum of 13,370,500 H Shares, which represents approximately 0.5007% of the total number of Shares in issue (including treasury shares), and approximately 2.4716% of the total number of H Shares in issue (excluding treasury shares),

respectively. Relevant details of the maximum number of RSUs that may be granted under the H Share RSU Scheme (including under the H Share RSU First Grant and H Share RSU Reserved Grant) and the corresponding maximum number of underlying H Shares are set out below:

	Maximum number of RSUs to be granted	Maximum number of H Shares underlying the RSUs to be granted	Proportion in the maximum number of RSUs to be granted under the H Share RSU Scheme	Approximate proportion in the total number of Shares in issue	Approximate proportion in the total number of H Shares in issue (excluding treasury shares)
H Share RSU Scheme	13,370,500	13,370,500	100.00%	0.5007%	2.4716%
Including:					
H Share RSU First Grant	10,696,400	10,696,400	80.00%	0.4005%	1.9773%
H Share RSU Reserved Grant	2,674,100	2,674,100	20.00%	0.1001%	0.4943%

12.2 The total number of H Shares which may be issued and transferred out of treasury in respect of all RSUs to be granted under the H Share RSU Scheme and all options and awards to be granted under any other share scheme(s) of the Company shall not exceed 10% of the total number of H Shares in issue (excluding any treasury shares) as at the Adoption Date (the "**H Share Scheme Mandate Limit**"). The H Share Scheme Mandate Limit may be subject to refreshment in accordance with paragraph 12.3.

12.3 The Company may refresh the H Share Scheme Mandate Limit:

(a) from the later of three (3) years after the Adoption Date or three (3) years after the date of the previous refreshment of the H Share Scheme Mandate Limit by obtaining Shareholders' approval and subject to compliance with any additional requirements set out in the Hong Kong Listing Rules; or

(b) within any of the aforementioned three-year period by obtaining Shareholders' approval and subject to compliance with any additional requirements set out in the Hong Kong Listing Rules,

provided that the total number of H Shares which may be transferred out of treasury in respect of all RSUs to be granted under the H Share RSU Scheme and the total number of H Shares which may be issued and transferred out of treasury in respect of all options and awards to be granted under all other share scheme(s) of the Company under the H

Share Scheme Mandate Limit as refreshed must not exceed 10% of the total number of H Shares in issue (excluding any treasury shares) as at the date of such Shareholders' approval, and subject further to compliance with other requirements prescribed under the Hong Kong Listing Rules from time to time. Any RSUs previously granted under the H Share RSU Scheme and any options and awards previously granted under any other share scheme(s) of the Company (including those outstanding (which means those RSUs granted but not yet vested), cancelled, lapsed or exercised in accordance with the H Share RSU Scheme or any other share scheme(s) of the Company) will not be regarded as utilised for the purpose of calculating the amount of H Shares available for grant under the refreshed H Share Scheme Mandate Limit.

12.4 The Company may seek separate approval by its Shareholders in general meeting for granting RSUs beyond the H Share Scheme Mandate Limit (including any refreshed limit, where applicable), provided that the RSUs in excess of the H Share Scheme Mandate Limit are granted only to Eligible Employees specifically identified by the Company before such approval is sought and subject to compliance with other relevant requirements prescribed under the Hong Kong Listing Rules.

12.5 The total number of H Shares transferred and to be transferred out of treasury in respect of all RSUs granted and to be granted under the H Share RSU Scheme and the total number of H Shares issued (and to be issued) and transferred (and to be transferred) out of treasury in respect of all options and awards granted or to be granted under any other share scheme(s) of the Company to each H Share RSU Grantee (excluding options or awards lapsed in accordance with the relevant scheme rules) in any 12-month period up to (and including) the date of the latest grant shall not exceed 1% of the total number of H Shares in issue (excluding any treasury shares) (the "**1% Individual Limit**"). Any further grant of RSUs to an H Share RSU Grantee which would exceed the 1% Individual Limit shall be subject to separate approval of the Shareholders in general meeting in accordance with the Hong Kong Listing Rules and subject to the other requirements under the Hong Kong Listing Rules.

12.6 Any grant of RSUs to any Director, chief executive (within the meaning of the Hong Kong Listing Rules) or substantial shareholder of the Company or any of their respective associates shall be subject to the prior approval of the independent non-executive Directors (excluding any independent non-executive Director who is a proposed recipient of the grant of RSUs). Furthermore,

(a) where any grant of RSUs to any Director (other than an independent non-executive Director) or chief executive (within the meaning of the Hong Kong Listing Rules) of the Company or any of their respective associates would result in the Shares issued (and to be issued) and transferred (and to be transferred) out of treasury in respect of all awards granted under all share scheme(s) of the Company (excluding awards lapsed in accordance with the relevant scheme rules) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the total number of H Shares in issue (excluding any treasury shares); or

(b) where any grant of RSUs to (i) any substantial shareholder of the Company or any of his or her associates or (ii) any associates of an independent non-executive director of the Company would result in the Shares issued (and to be issued) and transferred (and to be transferred) out of treasury in respect of all options and awards granted under all share scheme(s) of the Company (excluding options or awards lapsed in accordance with the relevant scheme rules) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the total number of H Shares in issue (excluding any treasury shares),

such further grant of RSUs must be approved by the Shareholders in general meeting in the manner required under the Hong Kong Listing Rules and subject to the other requirements set out in the Hong Kong Listing Rules and other Applicable Laws.

13. *Clawback Mechanism*

Subject to otherwise provided under the H Share RSU Scheme, the Board or the Scheme Administrator may, at its sole discretion, determine the clawback mechanism of any RSU or the extension of the vesting period of an RSU, if any of the following events (among others) occurs, regardless of whether such event is due to the action (or omission) of any H Share RSU Grantee:

(a) there is a material misstatement in the audited financial statements of the Company that requires a restatement;

(b) the Board or the Scheme Administrator is of the opinion that there occur any circumstances that show or lead to any of the prescribed performance targets having been assessed or calculated in a materially inaccurate manner;

(c) in the reasonable opinion of the Board or the Scheme Administrator, an H Share RSU Grantee has violated the terms of the H Share RSU Scheme or the terms of the grant of RSU(s) as set out in the H Share RSU Grant Instrument; or

(d) where the Company is required to exercise a clawback in accordance with the Applicable Laws (including without limitation the Listing Rules) and/or pursuant to a request from any regulatory authority (including without limitation the Hong Kong Stock Exchange).

Under the above circumstances, the Board or the Scheme Administrator may (but is not obliged to) by notice in writing to the H Share RSU Grantee concerned clawback such number of RSUs (to the extent not being vested) granted as the Board or the Scheme Administrator may consider appropriate. The RSUs that are clawed back pursuant to this paragraph shall be regarded as lapsed and the RSUs so clawed back will not be regarded as utilised for the purpose of calculating the available H Share Scheme Mandate Limit (including any refreshed limit, where applicable).

14. *Non-transferability of RSUs*

Any RSU granted under the H Share RSU Scheme shall be personal to the H Share RSU Grantee to whom it is made and shall not be assignable or transferable, and no H Share RSU Grantee may make any attempt to or take any action to sell, transfer, assign, charge, mortgage, encumber, hedge or create any interest in favour of any person over or in relation to any RSUs or interests or benefits pursuant to the RSUs.

15. *Alterations in Share Capital*

15.1 Where there is any alteration in the capital structure of the Company by way of a sub-division, consolidation or reduction of the share capital of the Company, a capitalisation issue or bonus issue or a rights issue or open offer (other than an alteration in the Company's capital structure as a result of an issue of H Shares as consideration in a transaction to which the Company is a party), the Board or the Scheme Administrator shall make such corresponding adjustments (if any) to reflect such changes with respect to:

(a) the number of Restricted H Shares underlying the RSUs so far as unvested; and/or

(b) the H Share RSU Vesting Price for the Restricted H Shares underlying the RSUs so far as unvested,

and the Auditors or an independent financial advisor engaged by the Company for such purpose shall certify in writing that such adjustments satisfy the applicable requirements of the Hong Kong Listing Rules and are, in their opinion, fair and reasonable generally or as regards any particular H Share RSU Grantee, provided that (i) any such adjustments should give each H Share RSU Grantee the same proportion of the equity capital of the Company (rounded to the nearest whole Share) as that to which that H Share RSU Grantee was previously entitled prior to such adjustments; (ii) any such adjustment shall be made in accordance with the provisions as stipulated under Chapter 17 of the Hong Kong Listing Rules and relevant guidance and interpretation of the Hong Kong Listing Rules issued by the Hong Kong Stock Exchange from time to time; and (iii) no such adjustments shall be made which would result in an H Share being issued or transferred at less than its nominal value (if any).

Subject to the above principles and certification procedures, and any further or updated guidance or interpretation of the Hong Kong Listing Rules issued by the Hong Kong Stock Exchange from time to time, the Company shall follow the method of adjustment as set out in Appendix 1 to the Frequently Asked Questions FAQ13 issued by the Hong Kong Stock Exchange which is replicated below:

(1) *Capitalisation Issue, Bonus Issue, Rights Issue or Open Offer of Shares*

Adjustments shall follow the following formula:

New Number of RSUs = Existing Number of RSUs × F

$$\text{New H Share RSU Vesting Price} = \text{Existing H Share RSU Vesting Price} \times \frac{1}{F}$$

Where:

$$F = \frac{CUM}{TEEP}$$

CUM = Closing price as shown in daily quotations sheet of the Hong Kong Stock Exchange on the last trading day before going ex-entitlement to the offer (the cum-rights price)

$$\text{TEEP (Theoretical Ex-Entitlement Price)} = \frac{CUM + [M \times R]}{(1 + M)}$$

M = Entitlement per existing Share

R = Subscription price for the capitalisation issue, bonus issue, rights issue or open offer (as the case may be)

(2) *Sub-division, Consolidation or Reduction of Share Capital*

Adjustments shall follow the following formula:

New Number of RSUs = Existing Number of RSUs × F

$$\text{New H Share RSU Vesting Price} = \text{Existing H Share RSU Vesting Price} \times \frac{1}{F}$$

Where F = Sub-division, consolidation or capital reduction factor (as the case may be)

15.2 The capacity of the Auditors or independent financial advisor (as the case may be) in paragraph 15.1 is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the H Share RSU Grantees.

15.3 In respect of any adjustments required by paragraph 15.1, other than any made on a capitalisation issue, the Auditors or independent financial adviser (as the case may be) shall confirm to the Board in writing that the adjustments satisfy the relevant requirements set out in the Hong Kong Listing Rules and all relevant guidance and interpretation of the Hong Kong Listing Rules issued by the Hong Kong Stock Exchange from time to time.

15.4 If the Company conducts any capitalisation issue, bonus issue, rights issue, share consolidation, share sub-division or capital reduction after the H Share Scheme Mandate Limit (including any refreshed limit, where applicable) have been approved in general meeting, the maximum number of H Shares that may be issued and transferred out of treasury in respect of all options and awards to be granted under all of the share scheme(s) of the Company under the H Share Scheme Mandate Limit (including any refreshed limit, where applicable) shall be adjusted accordingly with reference to the total number of issued H Shares at the date immediately before and after such event and rounded to the nearest whole Share, such that the maximum number of H Shares that may be issued and transferred out of treasury under the H Share Scheme Mandate Limit (including any refreshed limit, where applicable) as a percentage of the total number of issued H Shares as at the date immediately before and after such event shall be the same, and that the Eligible Employees will be entitled to the same proportion of the Company's equity capital as to which such Eligible Employees were previously entitled to.

16. *Treatment of RSUs upon General Offer, Winding-up and Other Arrangements*

16.1 In the event of a voluntary winding-up of the Company other than for the purposes of a reconstruction, amalgamation or scheme of arrangement, the Board or the Scheme Administrator shall have the sole discretion to determine the treatment of all unvested RSUs. The Company shall, on the same date as or as soon as reasonably practicable after it gives notice to its Shareholders regarding the voluntary winding-up of the Company, give notice to all H Share RSU Grantees who hold any unvested RSUs as at the date of such notice specifying the determination of the Board or the Scheme Administrator on the treatment of all unvested RSUs, including but not limited to (i) accelerating the vesting of any unvested RSUs; (ii) causing all unvested RSUs to lapse (with or without

compensation); and/or (iii) setting a final deadline for payment of H Share RSU Vesting Price. Such notice shall specify any applicable deadlines for payment of H Share RSU Vesting Price or actions required by the H Share RSU Grantee (if applicable). Any unvested RSUs shall automatically lapse upon such date of lapse or the expiry of such deadline in accordance with the provisions specified in the notice as determined by the Board or the Scheme Administrator in its sole discretion.

16.2 If a general offer (whether by way of a takeover, share repurchase offer, scheme of arrangement or otherwise in like manner) is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and such offer, having been approved in accordance with all Applicable Laws, becomes or is declared unconditional, the Board or the Scheme Administrator shall have the sole discretion to determine the treatment of all unvested RSUs. The Company shall, as soon as reasonably practicable after a general offer is made, give notice to all H Share RSU Grantees who hold any unvested RSUs as at the date of such notice specifying the determination of the Board or the Scheme Administrator on the treatment of all unvested RSUs, including but not limited to (i) accelerating the vesting of any unvested RSUs; (ii) causing all unvested RSUs to lapse (with or without compensation); and/or (iii) setting a final deadline for payment of H Share RSU Vesting Price. Such notice shall specify any applicable deadlines for payment of H Share RSU Vesting Price or actions required by the H Share RSU Grantee (if applicable). Any unvested RSUs shall automatically lapse upon such date of lapse or the expiry of such deadline in accordance with the provisions specified in the notice as determined by the Board or the Scheme Administrator in its sole discretion.

16.3 Other than a general offer or a scheme of arrangement contemplated in this paragraph 16, if a compromise or arrangement between the Company and its Shareholders or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Board or the Scheme Administrator shall have the sole discretion to determine the treatment of all unvested RSUs. The Company shall, on the same date as or as soon as reasonably practicable after it gives notice to its Shareholders or creditors regarding such compromise or arrangement, give notice to all H Share RSU Grantees who hold any unvested RSUs as at the date of such notice specifying the determination of the Board or the Scheme Administrator on the treatment of all unvested RSUs,

including but not limited to (i) accelerating the vesting of any unvested RSUs; (ii) causing all unvested RSUs to lapse (with or without compensation); and/or (iii) setting a final deadline for payment of H Share RSU Vesting Price. Such notice shall specify any applicable deadlines for payment of H Share RSU Vesting Price or actions required by the H Share RSU Grantee (if applicable). Any unvested RSUs shall automatically lapse upon such date of lapse or the expiry of such deadline in accordance with the provisions specified in the notice as determined by the Board or the Scheme Administrator in its sole discretion.

17. *Interest in the Asset of the Trust*

17.1 An H Share RSU Grantee shall have only a contingent interest in an RSU subject to the vesting of such RSU in accordance with paragraph 9. An H Share RSU Grantee shall not have any interest or rights (including but not limited to the right to receive dividend) in the Restricted H Shares which are referable to him until such Restricted H Shares have been vested and transferred to him in accordance with paragraph 9.

17.2 No instructions may be given by an H Share RSU Grantee to the Trustee in respect of an RSU or any other property of the Trust and the Trustee shall not follow instructions given by an H Share RSU Grantee to the Trustee in respect of an RSU or any other property of the Trust.

17.3 Neither the H Share RSU Grantee nor the Trustee may exercise any voting rights attached to any H Shares held by the Trustee under the Trust (including any Restricted H Shares that have not yet vested). The Trustee holding Restricted H Shares under the H Share RSU Scheme, whether directly or indirectly, shall abstain from voting on matters that require Shareholders' approval under the Hong Kong Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

17.4 An H Share RSU Grantee shall have no rights in the Residual Cash nor the balance of the fractional shares arising out of consolidation of H Shares (if any) and such H Shares shall be deemed as Returned H Shares for the purposes of the H Share RSU Scheme.

17.5 The Trustee may not subscribe for any new H Shares pertaining to either (a) an open offer of new securities; or (b) any rights issue or bonus warrants issued in respect of any H Shares held by the Trustee. In the event of a rights issue, the Trustee shall sell any nil-paid rights allotted to it. In the event of the issue of a bonus warrant, the Trustee shall sell the bonus warrants granted to it. The net proceeds from the sale of such

rights are held as cash income of the trust fund of the Trust and are first applied to fees, costs and expenses incurred by the Trustee in the administration of the Trust and then to any H Share RSU Grantee subject to discretion of the Board or the Scheme Administrator.

17.6 In the event an H Share RSU Grantee ceases to be an Eligible Employee on or prior to the relevant H Share RSU Vesting Date and the RSU in respect of the relevant H Share RSU Grantee shall lapse pursuant to the H Share RSU Scheme, such RSU shall not vest on the relevant H Share RSU Vesting Date (unless the Board or the Scheme Administrator determines otherwise in its sole and absolute discretion) and the H Share RSU Grantee shall have no claims against the Company or the Trustee.

17.7 Upon instruction of the Board or the Scheme Administrator, any Residual Cash shall be returned to the Company forthwith after completion of the purchase and/or subscription of all the Restricted H Shares comprised in the RSUs granted. The Trustee shall hold any Restricted H Shares so purchased or subscribed in accordance with the terms of the H Share RSU Scheme and the provisions of the Trust Deed.

18. *Alteration of the H Share RSU Scheme*

18.1 Subject to the H Share Scheme Mandate Limit and this paragraph 18, the Board or the Scheme Administrator may amend any of the provisions of the H Share RSU Scheme or any RSUs granted under the H Share RSU Scheme at any time and in any respect, provided that the terms of the H Share RSU Scheme or RSUs so amended must comply with the relevant requirements of Chapter 17 of the Hong Kong Listing Rules. Subject to the other requirements under the Hong Kong Listing Rules, approval of the Shareholders in general meeting is required for any amendment to the terms of the H Share RSU Scheme which are of a material nature or to any provisions of the H Share RSU Scheme which relate to the matters set out in Rule 17.03 of the Hong Kong Listing Rules to the extent that such amendment operates to the advantage of H Share RSU Grantees.

18.2 Without prejudice to the powers of the Board or the Scheme Administrator under paragraph 18.1 and subject to the other requirements under the Listing Rules, any material alteration to the terms and conditions of the H Share RSU Scheme must be made with the prior approval of the Shareholders in general meeting at which any persons to whom or for whose benefit the H Shares may be issued under the H Share RSU Scheme and their respective associates shall abstain from voting. The determination by the Board or the Scheme Administrator as to whether any proposed alteration to the terms and conditions of the H Share RSU Scheme is material shall be final and conclusive.

18.3 Any change to the terms of RSUs the grant of which was subject to the approval of a particular authority (such as the Board or the Scheme Administrator, the Remuneration and Appraisal Committee, the independent non-executive Directors and/or the Shareholders in general meeting) shall be subject to approval by that same authority, provided that this requirement does not apply where the relevant alteration takes effect automatically under the terms of the H Share RSU Scheme. Without limiting the foregoing, any change in the terms of the RSUs granted to any H Share RSU Grantee who is a Director, chief executive or substantial shareholder of the Company, or any of their respective associates, must be approved by the Shareholders in general meeting in the manner required by the Hong Kong Listing Rules if the initial grant of the RSUs requires such approval (except where the changes take effect automatically under the terms of the H Share RSU Scheme), subject to the other requirements under the Listing Rules provided that no change to the terms of any RSU granted shall result in acceleration of the vesting of such RSU.

18.4 Any change to the authority of the Board or the Scheme Administrator to alter the terms of the H Share RSU Scheme must be approved by Shareholders in general meeting, subject to the other requirements under the Listing Rules.

19. *Termination*

19.1 The H Share RSU Scheme shall terminate on the earlier of:

(a) the end of the Scheme Period, except otherwise as may be required in accordance with the provisions of the H Share RSU Scheme; and

(b) such date of early termination as determined by the Board, provided that such termination shall not affect any subsisting rights of any H Share RSU Grantee under the H Share RSU Scheme,

following which no further RSUs will be offered or granted under the H Share RSU Scheme, provided that notwithstanding such termination, the provisions of the H Share RSU Scheme shall remain in force to the extent necessary to give effect to the vesting of any RSU granted prior to the termination or otherwise as may be required in accordance with the provisions of the H Share RSU Scheme, and RSUs granted prior to such termination shall continue to be valid and shall be vested in accordance with the H Share RSU Scheme and the relevant H Share RSU Grant Instrument.

19.2 On the Trading Day following the settlement, lapse or cancellation (as the case may be) of the last outstanding RSU granted under the H Share RSU Scheme (whichever is later), the Trustee shall sell all Returned H Shares and non-cash income remaining in the Trust, if any, and remit the proceeds of sale of the same together with any Residual Cash accrued in the Trust, after making appropriate deductions in respect of all disposal costs, expenses and other existing and future liabilities in accordance with the Trust Deed, to the Company forthwith after the sale.

(B) ***Reasons for the Adoption of the H Share RSU Scheme***

In order to further improve the corporate governance structure, establish and enhance the long-term incentive mechanism of the Group, attract and retain outstanding talent, fully mobilise the enthusiasm of the executive Directors, employee Director and senior management personnel of the Company and employees of the Group, and effectively align the interests of the Shareholders, corporate(s) and the Group's core team personnel to focus on and work collectively for the long-term development of the Group, the H Share RSU Scheme is formulated on the premise of sufficiently protecting the interests of the Shareholders and in accordance with the requirements under the Applicable Laws and the Articles.

The rules of the H Share RSU Scheme enable the Company to grant RSU(s) to Eligible Employees. The Directors are of the view that the adoption of the H Share RSU Scheme aligns with the market practice of providing incentives to Eligible Employees to work towards achieving the long-term development for the benefit of the Group as a whole.

The Company believes that the mechanism of the H Share RSU Scheme as described above in this circular will provide it with clear criteria in identifying the Eligible Employees of which RSU(s) should be granted and thus serve the purpose of the H Share RSU Scheme. The Directors consider that (i) the basis of determining the eligibility of the Eligible Employees, (ii) the H Share RSU Vesting Period of (x) 12 months, 24 months and 36 months, or (y) 12 months and 24 months from the relevant date of grant, (iii) the performance targets at the Group level as well as the individual level, (iv) the H Share RSU Vesting Price of RMB1.00 per H Share, and (v) the clawback mechanisms can collectively serve to provide effective incentives to attract and retain Eligible Employees, to effectively align their interests with those of the Shareholders, and to encourage them to work towards achieving the long-term objectives for the benefit of the Group as a whole. As such, the Directors are of the view that the terms of the H Share RSU Scheme align with the purpose of the H Share RSU Scheme.

(C) ***General Information***

None of the Directors is or will be the Trustee of the H Share RSU Scheme or has any direct or indirect interest in the Trustee of the H Share RSU Scheme.

As at the Latest Practicable Date, there were 540,971,500 H Shares in issue (excluding 10,969,000 treasury shares). Assuming that there will be no change in the number of the issued H Shares (excluding any treasury shares) between the Latest Practicable Date and the Adoption Date, total number of H Shares which may be issued and transferred out of treasury in respect of all RSUs to be granted under the H Share RSU Scheme and all options and awards to be granted under any other share scheme(s) of the Company under the H Share Scheme Mandate Limit would be 54,097,150 H Shares, representing approximately 10% of the total number of H Shares in issue (excluding any treasury shares) as at the Adoption Date.

(D) ***Hong Kong Listing Rule Implications***

The H Share RSU Scheme involves the transfer of H Shares out of the treasury by the Company and is subject to the announcement and shareholders' approval requirements under Rules 17.02 to 17.11 of Chapter 17 of the Hong Kong Listing Rules.

Where the grants of RSUs under the H Share RSU Scheme to those H Share RSU Grantees who are connected persons of the Company will be satisfied by treasury shares transferred to the Trustee by the Company, such grants will be fully exempted from the reporting, announcement and independent shareholders' approval requirements under Chapter 14A of the Hong Kong Listing Rules pursuant to Rule 14A.92(3) of the Hong Kong Listing Rules. Where the grants of RSUs under the H Share RSU Scheme to those H Share RSU Grantees who are connected persons of the Company will be satisfied by existing H Shares purchased by the Trustee from the secondary market, the Company shall comply with such provisions under Chapter 14A of the Hong Kong Listing Rules as may be applicable, including any reporting, announcement and independent shareholders' approval requirements, unless otherwise exempted under the Hong Kong Listing Rules.

In accordance with the relevant laws and regulations, each of Mr. Chen, Ms. Guan, Mr. Wen, Mr. Wang and Ms. Yan Jia, each a Director and proposed H Share RSU Grantee of the H Share RSU Scheme, has abstained from voting on the relevant Board resolutions in relation to the proposed adoption of the H Share RSU Scheme. Save as disclosed above, none of the Directors has a material interest in the H Share RSU Scheme.

A special resolution will be proposed at the EGM to consider and, if thought fit, approve the adoption of the H Share RSU Scheme.

(5) Mandate to Be Granted to the Board to Deal with Matters Pertaining to the 2025 H Share RSU Scheme

For the implementation of the H Share RSU Scheme, it is proposed at the EGM that the Board be authorised to deal with matters pertaining to the H Share RSU Scheme, including but not limited to:

(i) to determine the eligibility and qualifications of the Eligible Employees under the H Share RSU Scheme, the number of RSUs to be granted to specific Eligible Employees and the H Share RSU Grant Date(s) under the H Share RSU Scheme save for any powers specifically required under relevant documents to be exercised by general meetings;

(ii) to adjust the number of RSUs and the H Share RSU Vesting Price in accordance with the terms of the H Share RSU Scheme, in the event of any capitalisation issue, bonus issue, rights issue, open offer, sub-division, consolidation or reduction of the share capital;

(iii) to establish the Trust and/or engage relevant intermediaries including, but not limited to, the Trustee, financial advisers, receiving banks, accountants, legal advisers or securities companies for the H Share RSU Scheme;

(iv) to grant RSUs to Eligible Employees and to deal with all matters necessary for granting RSUs and to review and confirm the eligibility and qualifications of an Eligible Employee for being granted the RSUs;

(v) to determine whether the RSUs granted to an H Share RSU Grantee can be vested and to deal with all necessary matters relating to the vesting of RSUs, including but not limited to determining the manner of vesting of RSUs to the H Share RSU Grantee and instructing the Trustee to effect the vesting of RSUs to the H Share RSU Grantee;

(vi) to deal with matters relating to the amendments and termination of the H Share RSU Scheme, including but not limited to the disqualification of an H Share RSU Grantee;

(vii) to administer and adjust the H Share RSU Scheme, provided that any such adjustments shall be subject to the Shareholders' approval at the general meeting of the Company and/or the approval from the relevant competent authorities, if so required under the applicable laws, regulations or as required by the relevant competent authorities;

(viii) to execute, implement, amend and terminate any agreement and other documents in relation to the H Share RSU Scheme;

(ix) to allocate and adjust the RSUs among the Eligible Employees within the maximum number of RSUs that may be granted under the H Share RSU Scheme, in accordance with the H Share RSU Scheme;

(x) to deal with all formalities with the relevant government authorities and institutions in relation to the H Share RSU Scheme including but not limited to review, registration, filing, approval and consent; to sign, execute, amend and complete all documents to be submitted to the relevant government authorities, institutions, organisations and individuals; and to do all acts it deems necessary, appropriate or desirable in relation to the H Share RSU Scheme;

(xi) to implement other necessary matters for the H Share RSU Scheme, save for any powers specifically required under relevant documents to be exercised by general meetings; and

(xii) it is proposed at the EGM for approval that the aforementioned authorization to the Board shall be valid for the Scheme Period of the H Share RSU Scheme.

A special resolution will be proposed at the EGM to consider and, if thought fit, approve the mandate to be granted to the Board to deal with matters pertaining to the H Share RSU Scheme.

(6) Conditional H Share RSU Grant under the 2025 H Share RSU Scheme

On 22 August 2025, the Board proposed to make the H Share RSU First Grant of a total of 10,696,400 RSUs to 201 Eligible Employees pursuant to the H Share RSU Scheme after the adoption thereof on a date of grant to be further determined by the Board. The H Share RSU First Grant is conditional upon the adoption of the H Share RSU Scheme and may be satisfied by treasury H Shares of the Company.

The H Share RSU First Grant includes, among others, the Conditional H Share RSU Grant of (i) 953,500 RSUs to Mr. Chen, (ii) 686,500 RSUs to Ms. Guan, (iii) 686,500 RSUs to Mr. Wen, (iv) 610,200 RSUs to Mr. Wang, and (v) 762,800 RSUs to Mr. Liu. The Conditional H Share RSU Grant is itself also subject to the approval of the Independent Shareholders at the EGM.

Details of the H Share RSU First Grant (including to Eligible Employees other than (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu) have been set out in the announcement of the Company dated 22 August 2025.

(A) ***Terms of the Conditional H Share RSU Grant***

The terms of the Conditional H Share RSU Grant are as follows:

H Share RSU Grant Date	:	A date to be further determined by the Board after the adoption of the H Share RSU Scheme
Grantees	:	(i) Mr. Chen, an executive Director and the chairman of the Board; (ii) Ms. Guan, an executive Director and the co-chairman of the Board; (iii) Mr. Wen, an executive Director and the vice chairman of the Board; (iv) Mr. Wang, an executive Director; and (v) Mr. Liu, the chief executive officer and president of the Company.
Number of RSUs to be granted	:	(i) Mr. Chen: 953,500 RSUs (which represents the right to receive 953,500 Restricted H Shares, representing approximately 0.1763% of the total number of H Shares in issue (excluding any treasury shares) as at the Latest Practicable Date); (ii) Ms. Guan: 686,500 RSUs (which represents the right to receive 686,500 Restricted H Shares, representing approximately 0.1269% of the total number of H Shares in issue (excluding any treasury shares) as at the Latest Practicable Date); (iii) Mr. Wen: 686,500 RSUs (which represents the right to receive 686,500 Restricted H Shares, representing approximately 0.1269% of the total number of H Shares in issue (excluding any treasury shares) as at the Latest Practicable Date);

(iv) Mr. Wang: 610,200 RSUs (which represents the right to receive 610,200 Restricted H Shares, representing approximately 0.1128% of the total number of H Shares in issue (excluding any treasury shares) as at the Latest Practicable Date); and

(v) Mr. Liu: 762,800 RSUs (which represents the right to receive 762,800 Restricted H Shares, representing approximately 0.1410% of the total number of H Shares in issue (excluding any treasury shares) as at the Latest Practicable Date).

Consideration (i.e. H Share RSU Grant Price) for the RSUs to be granted	:	Nil
Purchase price (i.e. H Share RSU Vesting Price) of the RSUs to be granted	:	RMB1.00 per share
Closing price of the H Shares on the date of grant	:	To be disclosed by a further announcement to be made by the Company

Vesting period of the RSUs : The H Share RSU Vesting Period of the RSUs to be granted under the Conditional H Share RSU Grant shall be 12 months, 24 months and 36 months from the relevant H Share RSU Grant Date. The vesting schedule and arrangements for the RSUs to be granted under the Conditional H Share RSU Grant are set out below:

Vesting schedule of the RSUs to be granted under the Conditional H Share RSU Grant		**Maximum proportion of the vested RSUs in the total number of RSUs to be granted under the Conditional H Share RSU Grant**
First H Share RSU Vesting Date	The first Trading Day after expiry of the 12-month period from the H Share RSU Grant Date	33%
Second H Share RSU Vesting Date	The first Trading Day after expiry of the 24-month period from the H Share RSU Grant Date	33%
Third H Share RSU Vesting Date	The first Trading Day after expiry of the 36-month period from the H Share RSU Grant Date	34%

Performance targets : Vesting of the RSUs to be granted under the Conditional H Share RSU Grant is subject to and conditional upon, among other things, the results of the performance appraisal at the Group level and individual level as set out below:

(a) Performance appraisal at the Group level

Under the H Share RSU Scheme, the financial performance indicators of the Group shall be appraised on an annual basis, and the appraisal shall be made once in each financial year. The two sub-indicators, i.e. "net profit attributable to the parent (歸母淨利潤)"*Note 1* and "revenue from Innovative Drugs (創新藥品收入)"*Note 2*, of each appraisal year shall be assessed to determine the aggregate performance appraisal indicator score at the Group level (X) based on the scores and weights of each sub-indicator in order to further calculate the ratio for the vesting of the RSUs (M) for the corresponding year, the details of which are set out below:

The aggregate performance appraisal indicator score at the Group level (X) = Σ the score of each sub-indicator × the corresponding weight.

Details of the performance appraisal indicators at the Group level applicable to the vesting of the RSUs under the Conditional H Share RSU Grant are as follows:

Unit: RMB100 million

Appraisal indicator	Weight	2025 target value	2026 target value	2027 target value	Scoring standard for each sub-indicator (maximum score = 100)
Net profit attributable to the parent[Note 1]	60%	33.2	39.6	47.7	The score of each sub-indicator = (actual value/ target value) × 100
Revenue from Innovative Drugs[Note 2]	40%	93.6	112.3	134.8	

Note 1: "Net profit attributable to the parent" refers to net profit attributable to equity holders of the company as set out in the audited financial report of the Group for the relevant financial year prepared in accordance with the China Accounting Standards for Business Enterprises, after excluding the impact of share-based payment expenses of the H Share RSU Scheme and other share incentive schemes of the Company (if any).

Note 2: "Innovative Drugs" mainly include innovative drugs, biosimilars, improved new drugs and other drugs with high technological barriers formed through technological innovation. "Revenue from Innovative Drugs" shall be determined based on the data calculated in accordance with the China Accounting Standards for Business Enterprises as set out in the annual report of the Group for the corresponding appraisal year.

With respect to any appraisal year, if the aggregate performance appraisal indicator score at the Group level (X) does not reach 80 points, all corresponding unvested RSUs granted to the H Share RSU Grantees for such appraisal year shall lapse and shall not vest in the H Share RSU Grantees.

The relationship between the aggregate performance appraisal indicator score at the Group level (X) and the vesting ratio (M) for the corresponding year is set out below:

Range of the aggregate performance appraisal indicator score at the Group level (X)	**Vesting ratio (M)***
X < 80 points	0
80 points ≤ X < 85 points	70%
85 points ≤ X < 90 points	80%
90 points ≤ X < 95 points	90%
95 points ≤ X ≤ 100 points	X%

* If the number of RSUs that can be vested to an H Share RSU Grantee is not an integer due to the vesting ratio (M), it will be rounded to the nearest integer.

(b) Performance appraisal at the individual level

Where the performance targets at the Group level have been achieved, the RSUs shall only vest if the relevant H Share RSU Grantee has achieved the benchmark of "Target Achieved" or above in his or her performance appraisal at the individual level in the corresponding appraisal year in accordance with the relevant management system of the Group in respect of remuneration and performance appraisal, otherwise, all unvested RSUs granted to him or her for the corresponding appraisal year shall lapse and shall not vest in the H Share RSU Grantee.

Clawback mechanism : Subject to otherwise provided under the H Share RSU Scheme, the Board or the Scheme Administrator may, at its sole discretion, determine the clawback mechanism of any RSU or the extension of the vesting period of an RSU, if any of the following events (among others) occurs, regardless of whether such event is due to the action (or omission) of any H Share RSU Grantee:

(a) there is a material misstatement in the audited financial statements of the Company that requires a restatement;

(b) the Board or the Scheme Administrator is of the opinion that there occur any circumstances that show or lead to any of the prescribed performance targets having been assessed or calculated in a materially inaccurate manner;

(c) in the reasonable opinion of the Board or the Scheme Administrator, an H Share RSU Grantee has violated the terms of the H Share RSU Scheme or the terms of the grant of RSU(s) as set out in the H Share RSU Grant Instrument; or

(d) where the Company is required to exercise a clawback in accordance with the Applicable Laws (including without limitation the Listing Rules) and/or pursuant to a request from any regulatory authority (including without limitation the Hong Kong Stock Exchange).

Under the above circumstances, the Board or the Scheme Administrator may (but is not obliged to) by notice in writing to the H Share RSU Grantee concerned clawback such number of RSUs (to the extent not being vested) granted as the Board or the Scheme Administrator may consider appropriate. The RSUs that are clawed back shall be regarded as lapsed and the RSUs so clawed back in accordance with this paragraph will not be regarded as utilised for the purpose of calculating the H Share Scheme Mandate Limit (including any refreshed limit, where applicable).

Financial assistance : As the Latest Practicable Date, there were no arrangements for the Company or any of its subsidiaries to provide financial assistance to (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, or (v) Mr. Liu to facilitate his or her purchase of H Shares under the Conditional H Share RSU Grant under the H Share RSU Scheme.

The Restricted H Shares to be transferred out of treasury under the H Share RSU First Grant shall be identical to all existing issued H Shares and shall be subject to all the provisions of the Articles for the time being in force and will rank *pari passu* with the other fully paid H Shares in issue and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of the Company as attached to the fully paid H Shares in issue and rights in respect of any dividend or other distributions on the date the name of the H Share RSU Grantee (or his personal representative(s)/ nominee to hold on trust or in custody for the benefit of the H Share RSU Grantee) is registered on the register of members of the Company or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members, save that the H Share RSU Grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

(B) ***Basis of Determining the Terms of the Conditional H Share RSU Grants***

The Conditional H Share RSU Grant to (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu will constitute part of their respective remuneration package and were determined by the Board with the recommendation from the Remuneration and Appraisal Committee, with reference to the Group's performance, the pivotal roles they play in the Group's strategies and operations and their contributions to the Group as well as the prevailing market conditions.

(C) ***Reasons for and Benefits of the Conditional H Share RSU Grant***

The Board considers that each of (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu plays a pivotal role in the Group's strategies and operations and has made, and is expected to continue to make, valuable contributions to the Group. Therefore, the Board is of the view that it is essential to provide them with incentive rewards for their contributions and to motivate and retain them to strive for the future development of the Group.

Mr. Chen

Mr. Chen is currently an executive Director and the chairman of the Board, primarily responsible for the Group's overall strategic planning and corporate management. He also holds directorships and management positions in certain subsidiaries of the Company. Mr. Chen joined the Group in January 2010 and used to serve as a vice president, a senior vice president, the co-president and the co-chief executive officer of the Company. He has served as a director of Fosun Health (a subsidiary of the Company) since August 2020, and served as the chairman of the board of directors of Fosun Health (a subsidiary of the Company) from August 2020 to May 2021 and from October 2022 to June 2025. He was a non-executive Director from September 2024 to April 2025, and has served as an executive Director and the chairman of the Board from April 2025. Mr. Chen is currently a non-executive director of Shanghai Henlius, a subsidiary of the Company and listed on the Hong Kong Stock Exchange (stock code: 02696), and a non-executive director of Sinopharm, an associated company of the Company and listed on the Hong Kong Stock Exchange (stock code: 01099). Mr. Chen obtained a bachelor's degree in engineering from Shanghai University.

The Board considers that Mr. Chen, as the chairman of the Board, plays a crucial role and assumes greater responsibilities in advancing the continuous success and development of the Group, particularly in providing overall strategic leadership, formulating the Group's long-term vision and development priorities, coordinating the execution of major business strategies, and ensuring the synergy and alignment of major business units. Mr. Chen has also made valuable contributions in driving a high-performance corporate culture, nurturing and retaining core management talent, and improving the Company's governance practices.

Ms. Guan

Ms. Guan is currently an executive Director and the co-chairman of the Board and is primarily responsible for managing the Group's financing, fund investment, investor relations and environmental, social and governance (ESG). She also holds directorships and management positions in certain subsidiaries of the Company. Ms. Guan joined the Group in May 2000 and used to serve as the chief accountant, a

vice president, the chief accountant and the general manager of the financial department, a senior vice president and the chief financial officer, and an executive president and the chief financial officer of the Company. She has served as an executive Director from December 2021, during which time she served as the vice chairman of the Board from January 2022 to April 2025, and the co-chairman of the Board from April 2025. Ms. Guan is currently a non-executive director of Shanghai Henlius, a subsidiary of the Company and listed on the Hong Kong Stock Exchange (stock code: 02696). Ms. Guan obtained a bachelor's degree in economics from Jiangxi University of Finance and Economics and a master's degree of professional accountancy from Chinese University of Hong Kong. Ms. Guan has the qualification of a Chinese Certified Public Accountant (CPA) and is a member of the Association of Chartered Certified Accountants (ACCA).

The Board considers that Ms. Guan has made valuable contributions to the Group, including but not limited to (i) coordinating financing and fund investment management as well as participating in and leading several major investment and exit projects; (ii) enhancing the Group's financial management system and advancing the Group's investor relations and ESG management; and (iii) providing key decisions and support for the Group's globalisation and innovation transformation.

Mr. Wen

Mr. Wen is currently an executive Director and the vice chairman of the Board and is primarily responsible for the Group's business development and commercialisation. He also holds directorships and management positions in certain subsidiaries of the Company. Mr. Wen joined the Group in May 2002 and used to serve as a vice president, a senior vice president, the co-president, and the president of the Company. He served as the chief executive officer of the Company from June 2022 to June 2025, and has served as an executive Director of the Company since August 2022 and the vice chairman of the Board since April 2025. Mr. Wen is currently a non-executive director of Sinopharm, an associated company of the Company and listed on the Hong Kong Stock Exchange (stock code: 01099). Mr. Wen graduated from West China University of Medical Science (currently known as West China Medical Center of Sichuan University) majoring in pharmacy and obtained a master's degree in business administration from Donghua University.

The Board considers that Mr. Wen has made valuable contributions to the Group, including but not limited to (i) identifying new business opportunities, expanding the customer base, strengthening market positioning, and enhancing the Group's brand influence; (ii) improving the efficiency and quality of business operations; (iii) providing key decisions and support for the Group's globalisation and innovation transformation.

Mr. Wang

Mr. Wang is currently an executive Director and is primarily responsible for the Group's global strategic investments and the management of certain core businesses. He also holds directorships and management positions in certain subsidiaries of the Company. Mr. Wang joined the Group in June 2010 and used to serve as a vice president, a senior vice president, and the co-president and chief investment officer of the Company. He has served as an executive Director of the Company since December 2021, and served as the vice chairman of the Board from January 2022 to June 2022 and the co-chairman of the Board from June 2022 to April 2025. Mr. Wang obtained a bachelor's degree of medicine from Shenyang Pharmaceutical University (formerly known as Shenyang Pharmaceutical College).

The Board considers that Mr. Wang has made valuable contributions to the Group, including but not limited to (i) leading global strategic investment; (ii) driving the performance of core businesses, such as the vaccine business; and (iii) providing key decisions and support for the Group's globalisation and innovation transformation.

Mr. Liu

Mr. Liu is currently the chief executive officer and president of the Company, and is primarily responsible for leading the Group's business operations, driving strategic execution, fostering innovation, and strengthening organisational capabilities and talent development. He also holds directorships and management positions in certain subsidiaries of the Company, including serving as an executive director and the chairman of the board of directors of Sisram Medical, a subsidiary of the Company and listed on the Hong Kong Stock Exchange (stock code: 01696), and a non-executive director of Shanghai Henlius, a subsidiary of the Company and listed on the Hong Kong Stock Exchange (stock code: 02696). Mr. Liu joined the Group in November 2015 and used to serve as a vice president, and a senior vice president of the Company. He has served as the chief executive officer and president of the Company since June 2025. Mr. Liu obtained a bachelor's degree in engineering from Beijing Institute of Technology, a master's degree in management from Peking University and a doctorate degree in biomedical engineering from Beihang University.

The Board considers that Mr. Liu has made valuable contributions to the Group and, having been appointed as the chief executive officer and president of the Company in June 2025, has taken on expanded responsibilities, including but not limited to (i) providing overall leadership for all business units to promote realisation of the Group's strategic objectives; (ii) advancing the Group's innovation transformation and international expansion; and (iii) enhancing the Group's organisational efficiency and improving corporate culture and talent development initiatives.

Further, the Board believes that such rewards will further align the interests of each of (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu with the interests of the Group, encouraging him or her to make continued contributions for the long-term development goals of the Group which is also in line with the purpose of the H Share RSU Scheme. Going forward, each of (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu is expected to continue to provide strategic direction to the Group and leverage on his or her experience and industrial expertise to drive business development and sustainable growth of the Group, thereby further enhancing the value of the Group.

In addition to the RSUs to be granted under the Conditional H Share RSU Grant, each of (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu, as a proposed A Share Option Participant under the A Share Option First Grant, upon the adoption of the A Share Option Scheme and the Board's approval of the A Share Option First Grant, is expected to receive A Share Options under the A Share Option Scheme (the "**Possible A Share Option Grant**").

In respect of the Conditional H Share RSU Grant, the Board and the Remuneration and Appraisal Committee have also considered, among other things, (a) the Group's remuneration policy and remuneration structure; (b) where possible, the level of remuneration paid by comparable companies to their directors and senior management; (c) the market practice regarding executive remuneration package structures of comparable companies; (d) the industry experience and knowledge of (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu; (e) the importance of a pharmaceutical company like the Group to retain, motivate and incentivise its directors and senior management to run the company successfully for the long term benefit of the Group; and (f) that the Conditional H Share RSU Grant (as well as the Possible A Share Option Grant) is strongly linked to the Group's performance and the individual performance of (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu and is equity-based with various uncertainties.

In view of the above, the Board (including all the independent non-executive Directors but excluding (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang and (v) Ms. Yan Jia who had abstained from voting on the Board resolution in relation to the Conditional H Share RSU Grant) is of the view that the terms of the Conditional H Share RSU Grant to (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu are fair and reasonable and in the interests of the Company and its Shareholders as a whole, and the Conditional H Share RSU Grant to each of (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu also align his or her long-term interests with those of the Shareholders.

(D) ***Number of H Shares Available for Future Grant***

As disclosed above, as at the Latest Practicable Date, there were 540,971,500 H Shares in issue (excluding 10,969,000 treasury shares). Assuming that there will be no change in the number of the issued H Shares (excluding any treasury shares) between the Latest Practicable Date and the Adoption Date, the total number of H Shares which may be issued and transferred out of treasury in respect of all RSUs to be granted under the H Share RSU Scheme and all options and awards to be granted under any other share scheme(s) of the Company under the H Share Scheme Mandate Limit would be 54,097,150 H Shares, representing approximately 10% of the total number of H Shares in issue (excluding any treasury shares) as at the Adoption Date.

Subsequent to the adoption of the H Share RSU Scheme and the approval of the Conditional H Share RSU Grant at the EGM, assuming that there will be no change in the number of the issued H Shares (excluding any treasury shares) between the Latest Practicable Date and the Adoption Date and after taking into account the H Share RSU First Grant of 10,696,400 RSUs, the number of H Shares available for future grant under the H Share Scheme Mandate Limit would be 43,400,750 H Shares as at the date of the H Share RSU First Grant.

(E) ***Hong Kong Listing Rule Implications***

The Conditional H Share RSU Grant to (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu under the H Share RSU First Grant has been reviewed and approved by the Board (including all the independent non-executive Directors but excluding (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Ms. Yan Jia who had abstained from voting on the relevant Board resolution).

The Conditional H Share RSU Grant to (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang and (v) Mr. Liu would result in the H Shares transferred and to be transferred out of treasury in respect of all awards granted (excluding any awards lapsed in accordance with the terms of the applicable scheme) to each of (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu in the 12-month period up to and including the date of the Conditional H Share RSU Grant representing in aggregate over 0.1% of the total number of H Shares in issue (excluding any treasury shares). As such, the Conditional H Share RSU Grant to (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu will be subject to the approval by the Independent Shareholders, where (i) Mr. Chen, his associates and all other core connected persons of the Company, (ii) Ms. Guan, her associates and all other core connected persons of the Company, (iii) Mr. Wen, his associates and all other core connected persons of the Company, (iv) Mr. Wang, his associates and all other core connected persons of the Company, and (v) Mr. Liu, his associates and all other core connected persons of the Company shall abstain from voting in favour on the relevant resolutions in respect of the Conditional H Share RSU Grant to (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu, respectively, at the EGM in accordance with the Hong Kong

Listing Rules. As at the Latest Practicable Date, each of (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu, together with his or her associates and all other core connected persons of the Company, held in aggregate 969,774,098 Shares (including 891,762,598 A Shares and 78,011,500 H Shares), representing approximately 36.74% of the issued Shares (excluding any treasury shares), and none of them has indicated their intention to vote against the relevant resolutions with respect to the Conditional H Share RSU Grant to each of (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu at the EGM.

An ordinary resolution will be proposed at the EGM to consider and, if thought fit, approve the Conditional H Share RSU Grant to each of (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu.

(7) Discloseable and Continuing Connected Transaction — Renewal of Financial Services Agreement

(A) ***Background and Principal Terms of the Renewed Financial Services Agreement***

References are made to (i) the announcement of the Company dated 29 August 2022 in relation to the discloseable and continuing connected transaction in respect of the Financial Services Agreement, and (ii) announcement of the Company dated 26 August 2025 in relation to the discloseable and continuing connected transaction in respect of the Renewed Financial Services Agreement.

As the Financial Services Agreement will expire on 31 December 2025, the Company entered into the Renewed Financial Services Agreement with Fosun Finance on 26 August 2025.

The principal terms of the Renewed Financial Services Agreement are summarized as follows:

Date:	26 August 2025
Parties:	The Company; and Fosun Finance
Term:	From 1 January 2026 to 31 December 2028

Subject matter:

Fosun Finance shall provide non-exclusive financial services to the Group in accordance with the terms of the Renewed Financial Services Agreement as below:

(a) *Comprehensive Credit Services*

(i) Based on the operational and development needs of the Group and under the premise of complying with relevant Chinese laws and regulations, Fosun Finance shall provide the Group with comprehensive credit services, including but not limited to loan, note, discount, entrusted loan, consumption credit, bond investment, non-financial guarantee and other forms of financing. The provision of such credit services by Fosun Finance is not conditional upon the provision of guarantees, asset pledges or other forms of security by the Group.

(ii) During the effective term of the Renewed Financial Services Agreement, the Group intends to make an application to Fosun Finance for a comprehensive credit facility of not exceeding RMB2.0 billion. Separate agreement(s) will be entered into by the parties for actual execution based on the performance and the integrated credit rate of the Group.

(iii) Fosun Finance undertakes that the interest rate(s) for the loan to be provided by Fosun Finance to the Group shall be negotiated and agreed by the parties with reference to the interest rate(s) as published by the People's Bank of China from time to time and the prevailing market rate(s). Such interest rate(s) shall be no higher than the interest rate(s) for the same kind of loan offered by other financial institutions in the PRC to the Group for the same period and shall be no higher than the interest rate(s) for the same kind of loan for the same period provided to other Member Companies of Fosun High Tech by Fosun Finance, whichever is lower.

(b) *Deposit Services*

(i) Fosun Finance shall strictly follow the principle of freedom of deposit and withdrawals in compliance with relevant requirements of the People's Bank of China and provide the deposit services to the Group.

(ii) The deposit services including but not limited to demand deposit, time deposit, call deposit and agreed deposit to be provided by Fosun Finance to the Group shall comply with the relevant requirements of the People's Bank of China.

(iii) Fosun Finance undertakes that the interest rate(s) for the deposit of the Group with Fosun Finance shall be determined with reference to the benchmark interest rate(s) for RMB deposit as published by the People's Bank of China provided that such rate(s) shall be no less than the average of the deposit rate(s) for the same kind of deposit offered by commercial banks in the PRC to the Group for the same period and no less than the deposit rate for the same kind of deposit for the same period provided to other Member Companies of Fosun High Tech by Fosun Finance, whichever is higher.

(iv) The Group agrees to open deposit accounts with Fosun Finance, and to choose among different types and terms of deposit products.

(v) The Group agrees that the maximum daily outstanding balance of deposits placed by the Group with Fosun Finance shall not exceed RMB2.0 billion.

(vi) Fosun Finance shall ensure the safety of the Group's deposits, and promptly and fully release the funds as requested by the Group.

(c) *Settlement Services*

(i) Fosun Finance shall provide settlement services for payment and receipt and other ancillary services relating to settlement services to the Group in accordance with the instructions of the Group.

(ii) The service fees for the settlement services to be provided by Fosun Finance to the Group shall be charged at the rate to be agreed by the parties, and shall be no higher than the fees for the same kind of services offered by other financial institutions in the PRC, and at the same time, shall be no higher than the fees for the same kind of services provided to other Member Companies of Fosun High Tech by Fosun Finance, whichever is lower.

(d) *Other Financial Services*

(i) Fosun Finance shall provide the Group with other financial services within its business scope as approved by the NFRA, including financial and financing advisory, credit verification and related consulting and agency services.

(ii) Fosun Finance has undertaken that the service fees for other financial services other than the deposit services and credit services provided by Fosun Finance shall comply with the fees standard promulgated by the People's Bank of China or the NFRA (if applicable). Fosun Finance has further undertaken to the Group that its service fees for such financial services shall be no higher than the fees for the same kind of services offered by other financial institutions in the PRC and shall be no higher than the fees for the same kind of services provided to other Member Companies of Fosun High Tech by Fosun Finance, whichever is lower.

(e) The aggregate service fee for the settlement services and other financial services provided by Fosun Finance to the Group shall not exceed RMB1 million for each financial year.

(f) *Risk Assessment and Control Measures*

(i) The Group has the right to verify the deposits with Fosun Finance from time to time to understand the safety and liquidity of the relevant deposits, and to carry out risk assessment.

(ii) Fosun Finance shall ensure the safe operation of the fund management network, ensure the security of funds, control the risk of assets and liabilities, meet the payment needs of the Group and operate strictly in accordance with the specification for risk monitoring indicators of financial companies promulgated by the NFRA. Major regulatory indicators such as capital adequacy ratio and liquidity ratio of Fosun Finance shall comply with the provisions of the NFRA and other relevant laws and regulations.

(iii) Fosun Finance undertakes to provide the Group with annual audit reports on a regular basis.

(iv) Fosun Finance undertakes that in the event of any circumstances that may endanger the safety of the Group's deposits or other events that may bring risks to the security of funds deposited by the Group, it will promptly inform the Group whereupon the Group shall have the right to immediately and unconditionally withdraw its deposits.

(B) ***Historical Transaction Amounts, Annual Caps and Basis of Determination***

Historical transaction amounts

The historical transaction amounts under the Financial Services Agreement for the two years ended 31 December 2024 and the six months ended 30 June 2025 are as follows:

Unit: RMB million

		Historical transaction amounts		
		For the year ended 31 December		For the six months ended 30 June
		2023	2024	2025
(i)	Maximum daily amount of the credit facility granted by Fosun Finance and used by the Group	433.83	1,789.80	1,915.30
(ii)	Maximum daily balance of deposits placed by the Group with Fosun Finance	1,989.39	1,899.86	1,833.64
(iii)	Fees and charges paid by the Group to Fosun Finance for settlement services and other financial services	0.00	0.00	0.00

Historical annual caps

The historical annual caps of the transactions under the Financial Services Agreement for the three years ending 31 December 2025 are as follows:

Unit: RMB million

		Historical annual caps For the year ended/ ending 31 December		
		2023	**2024**	**2025**
(i)	Maximum credit limit granted by Fosun Finance to the Group for its use	2,000	2,000	2,000
(ii)	Maximum daily balance of deposits placed by the Group with Fosun Finance	2,000	2,000	2,000
(iii)	Fees and charges paid by the Group to Fosun Finance for settlement services and other financial services	1	1	1

Proposed annual caps

Unit: RMB million

		Proposed annual caps For the year ending 31 December		
		2026	**2027**	**2028**
(i)	Maximum credit limit granted by Fosun Finance to the Group for its use	2,000	2,000	2,000
(ii)	Maximum daily balance of deposits placed by the Group with Fosun Finance	2,000	2,000	2,000
(iii)	Fees and charges paid by the Group to Fosun Finance for settlement services and other financial services	1	1	1

Comprehensive credit services

The proposed annual caps for the comprehensive credit services under the Renewed Financial Services Agreement are determined with reference to the following factors: (i) the existing scale of the Group's assets, business and revenue,

(ii) the possible additional financial business arising from the continuous business development of the Group and the addition of subsidiaries within the service term stipulated in the Renewed Financial Services Agreement, (iii) the diversification of financing channels, and (iv) the historical transaction amounts.

Deposit services

The proposed annual caps for the deposit services under the Renewed Financial Services Agreement are determined with reference to the following factors: (i) the existing scale of the Group's assets, business and revenue, (ii) the possible additional deposits arising from the continuous business development of the Group and the addition of subsidiaries within the service term stipulated in the Renewed Financial Services Agreement, (iii) the diversification and reduction of the overall deposit risk through the diversified deposit channels, and (iv) the historical utilization of the relevant annual caps.

Settlement services and other financial services

The proposed annual caps for the settlement services and other financial services under the Renewed Financial Services Agreement are determined with reference to the following factors: (i) the possible demand for such services arising from the future business requirements and financing needs of the Group, and (ii) the historical annual cap for such services.

(C) *Pricing Policies*

The rates for the comprehensive credit services, deposit services, settlement services and other financial services under the Renewed Financial Services Agreement represents the best of (i) the prevailing market rates, (ii) rates no less favorable to those between the Group and independent third parties for comparable services (on a similar scale), and (iii) rates no less favorable to those for the same kind of services provided by Fosun Finance to other Member Companies of Fosun High Tech (other than the Group).

For the purpose of determining the market rates for such services, the Group will generally consider the prices offered by independent third party service providers of comparable services and similar services and compare to those offered to the Group. In particular, the finance department of the Group will compare the service fees offered by different service providers in respect of comparable services and a similar type of such services (based on the similar type of services).

(D) *Undertaking letters from Fosun High Tech and Fosun Finance*

The Company has received an undertaking letter from Fosun Finance, in which Fosun Finance undertakes that, during the service term of the Renewed Financial Services Agreement, the deposits placed by the Group with Fosun Finance under the

Renewed Financial Services Agreement will primarily be used to provide comprehensive credit services, including but not limited to loan, entrusted loan, note and discount, to the Group by Fosun Finance.

Furthermore, the Company has received an undertaking letter from Fosun High Tech (the controlling shareholder of Fosun Finance), in which it has unconditionally and irrevocably undertaken that, during the service term of the Renewed Financial Services Agreement, it will:

(a) maintain its effective control of Fosun Finance and ensure the proper and orderly operation of Fosun Finance;

(b) use its best endeavors and take all reasonable measures to ensure that Fosun Finance will perform its relevant obligations in respect of the financial services contemplated under the Renewed Financial Services Agreement; and

(c) bear all losses resulting from any default in performance by Fosun Finance of its obligations under the Renewed Financial Services Agreement, including but not limited to the principal amount and interest on the deposits placed by the Group with Fosun Finance and the relevant expenses incurred, within ten business days after the occurrence of such default.

(E) ***Reasons for and benefits of entering into the Renewed Financial Services Agreement***

Having considered that (i) Fosun Finance has been providing financial services within its approved business scope, and the Group has established a long-term business relationship with Fosun Finance since Fosun Finance's incorporation in 2011; (ii) there has been no delay for repayment of any principals and interests by Fosun Finance in respect of its provisions of the deposit services, and there has been no practical impediment or disruption of the settlement services and other financial services by Fosun Finance since the Group's engagement of it as one of its financial service providers in 2011; and (iii) the Risk Management Plan formulated by the Company which illustrates the internal risk management agency, risk prevention and control procedures, and risk disposal procedures to deal with potential risks can ensure the safety of funds, the Board considers that the risks in connection with the transactions with Fosun Finance are relatively manageable.

Furthermore, the Board is of the view that the transactions contemplated under the Renewed Financial Services Agreement can facilitate the Group to enrich the deposits and loan business channels, increase the efficiency of fund utilization, control the costs and reduce the risks of financing, increase the deposit yield and reduce the overall deposit risk, and improve the bargaining power with the external financial institutions. The Board considers that these transactions are in the interests of the Company and its Shareholders and will not adversely affect the independence of the Company.

Taking into account the foregoing, the Directors (including the independent non-executive Directors whose views are being set out in the letter from the Independent Board Committee in this Circular) consider that the Renewed Financial Services Agreement has been negotiated on arm's length basis and is on normal commercial terms and in the ordinary and usual course of business of the Group, and that the terms of the Renewed Financial Services Agreement, the transactions contemplated thereunder and the proposed caps in respect of the comprehensive credit, deposit, settlement services and other financial services are fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

(F) ***Information about the parties***

As an innovation-driven global healthcare group with deep roots in China, the Group is principally engaged in pharmaceuticals, medical devices and diagnostics, healthcare services and pharmaceutical distribution and retail.

Fosun Finance is principally engaged in provision of financing consulting services, deposit services, settlement services, credit services and other financial services, and is a subsidiary of Fosun High Tech and is ultimately controlled by Mr. Guo Guangchang (郭廣昌先生).

(G) ***Internal control procedures for the Group***

Pursuant to the requirements of Chapter 14A of the Hong Kong Listing Rules, the Company will disclose in its annual report the review by the Board (including independent non-executive Directors) of the continuing connected transactions entered into every year (including the continuing connected transactions under the Renewed Financial Services Agreement) and confirm that the transactions have been entered into in the ordinary and usual course of business of the Group, in accordance with the relevant agreements governing such transactions on terms (which are normal commercial terms or better to the Company) that are fair and reasonable, and in the interests of the Shareholders of the Company as a whole.

Independent auditors will also review the continuing connected transactions entered into (including the continuing connected transactions under the Renewed Financial Services Agreement) and issue a letter to the Board every year. The conclusion of such review by the auditors will be disclosed in the annual report.

In addition, as part of the Group's internal control systems to ensure that the continuing connected transactions under the Renewed Financial Services Agreement are conducted in accordance with the terms under the Renewed Financial Services Agreement (including but not limited to the pricing policy), the Company has implemented the following internal control procedures:

(a) The Company has formulated an internal policy which sets out the internal control framework and requirements with respect to connected transactions of the Group. All divisions of the Company and subsidiaries of the Company must follow the requirements under the internal policy.

(b) The management of the Company will closely review the use of services under the Renewed Financial Services Agreement through ongoing and timely enquiries, with a view to monitoring and ensuring that the balance of current and ongoing deposits placed with Fosun Finance is within the proposed annual caps.

(c) The management of the Company will conduct regular reviews and random inspections to verify whether the price of the connected transactions is in compliance with the above pricing principles including reviewing the transaction records of the Group for similar services.

(d) The Company shall obtain and review relevant document of Fosun Finance including its financial statements at least semi-annually to assess its financial risks status, and issue the Continuous Risk Assessment Report.

(e) If the proposed annual caps need to be adjusted due to business development needs or other reasons, arrangements will be made in advance and the relevant requirements of the Hong Kong Listing Rules will be strictly complied with.

The Directors are of the view that the above methods and procedures can ensure that the pricing and other contract terms for the Group's continuing connected transactions are entered into on normal commercial terms in the ordinary and usual course of business of the Group, fair and reasonable and in the interests of the Company and the Shareholders and that the continuing connected transactions are conducted in accordance with the Renewed Financial Services Agreement and in compliance with Chapter 14A of the Hong Kong Listing Rules.

(H) ***Hong Kong Listing Rule Implications***

As at the Latest Practicable Date, Fosun Finance is a subsidiary of Fosun High Tech, the controlling shareholder of the Company, thus Fosun Finance is a connected person of the Company under Rule 14A.07(4) of the Hong Kong Listing Rules. The transactions contemplated under the Renewed Financial Services Agreement therefore constitute continuing connected transactions of the Company under Chapter 14A of the

Hong Kong Listing Rules. The deposit services to be provided by Fosun Finance to the Group pursuant to the Renewed Financial Services Agreement also constitutes financial assistance by the Group to Fosun Finance under Chapter 14 of the Hong Kong Listing Rules.

The comprehensive credit services to be provided by Fosun Finance to the Group will be on normal commercial terms and no security over the assets of the Group is needed to be offered in favour of Fosun Finance with respect to such comprehensive credit services under the Renewed Financial Services Agreement. As such, the comprehensive credit services to be provided by Fosun Finance to the Group under the Renewed Financial Services Agreement are exempt from the reporting, announcement and independent Shareholders' approval requirements pursuant to Rule 14A.90 of the Hong Kong Listing Rules.

As the applicable percentage ratios as defined under Rule 14.07 of the Hong Kong Listing Rules for the deposit, settlement and other financial services under the Renewed Financial Services Agreement are, in the aggregate, more than 5% but less than 25% on an annual basis, the deposit, settlement and other financial services to be provided by Fosun Finance to the Group under the Renewed Financial Services Agreement constitute in aggregate a discloseable and continuing connected transaction of the Company which is subject to the reporting, announcement and independent Shareholders' approval requirements under Chapter 14A of the Hong Kong Listing Rules, and the reporting and announcement requirements under Chapter 14 of the Hong Kong Listing Rules.

(I) ***Board Review Procedures***

The Renewed Financial Services Agreement has been approved by the Board of the Company. As the executive Directors, Mr. Chen, Ms. Guan and Mr. Wang, and the non-executive Directors, Mr. Chen Qiyu, Mr. Pan Donghui, and Mr. Wu Yifang hold positions in Fosun High Tech or are otherwise related therewith, they are required to abstain, and have abstained from, voting on the resolutions of the Board to approve the Renewed Financial Services Agreement.

(J) ***Independent Board Committee***

An Independent Board Committee comprising all independent non-executive Directors, namely Mr. Yu Tze Shan Hailson, Mr. Wang Quandi, Mr. Chen Penghui and Mr. Yang Yucheng, has been established by the Company to advise the independent Shareholders in respect of the Renewed Financial Services Agreement and the deposit, settlement and other financial services contemplated thereunder.

(K) ***Independent Financial Adviser***

The Company has appointed Yue Xiu Capital Limited as the Independent Financial Adviser to advise the Independent Board Committee and the independent Shareholders in respect of the Renewed Financial Services Agreement and the deposit, settlement and other financial services contemplated thereunder.

An ordinary resolution will be proposed at the EGM to consider and, if thought fit, approve the Renewed Financial Services Agreement, the transactions contemplated thereunder and the proposed annual caps in respect of the deposit, settlement and other financial services.

(8) Renewal of Products/Services Mutual Supply Framework Agreement

On 29 November 2022, the entering into of the Products/Services Mutual Supply Framework Agreement between the Company and Sinopharm, and the annual cap for the ongoing related party transactions from 2023 to 2025 under the agreement between the Company and Sinopharm Group were considered and approved at the 2022 second extraordinary general meeting of the Company.

As the Products/Services Mutual Supply Framework Agreement will be expired on 31 December 2025 and based on the business development needs, on 26 August 2025, the Board considered and approved the resolution in relation to the entering into the Renewed Products/Services Mutual Supply Framework Agreement with Sinopharm, and recommended to propose at the EGM a resolution for consideration, and approval of the Renewed Products/Services Mutual Supply Framework Agreement, as well as granting authorisation to the Company's management or its authorised persons to deal with the relevant specific matters in relation to the Renewed Products/Services Mutual Supply Framework Agreement and the transactions contemplated thereunder, including but not limited to signing, amending and executing relevant agreements.

The principal terms of the Renewed Products/Services Mutual Supply Framework Agreement are summarised as follows:

(A) ***Basic Information on the Related Party***

Company name: Sinopharm

Place of registration: 1st Floor and 11th to 15th Floor, No. 385 East Longhua Road, Huangpu District, Shanghai

Legal representative: Wan Lianyong

Registered capital: RMB3,120,656,191

Type of registration: joint stock company with limited liability (listed and state-owned)

Business scope: holding of industrial investments, trustee management and asset restructuring for pharmaceutical enterprises, wholesale of proprietary Chinese medicines, Chinese herbal medicines, chemical medicine preparations, chemical drug substances, antibiotics, biochemical drugs, biological products, narcotic drugs, psychotropic drugs, toxic drugs for medical use (in line with the scope of business), in vitro diagnostic reagents, vaccines, anabolic agents and peptide hormones, medical device operation, food distribution management (non-physical method), technology development, technology transfer, technical consultation, technical service in the field of medical technology, chemical raw materials and products (except hazardous chemicals, monitoring chemicals, fireworks and firecrackers, civilian explosives, flammable and explosive items), corporate management consulting, business consulting, market information consulting and investigation (not including social surveys, social investigations, opinion survey and public opinion polls), data processing services, e-commerce (not including value-added telecommunications financial services), wholesale of disinfection products, daily necessities, textiles and knitwear, and protective equipment for medical staff, sales of labour protective equipment, sales of daily masks (non-medical masks), sales of sporting goods, household appliances, electronic products, furniture, toys, edible agricultural products, cosmetics, stationary and sporting goods, design, production or acting as agent of, and publication of domestic and foreign advertisements, domestic trade (except trade requiring a special permit), logistics and related consulting services as well as engaging in the import and export of various kinds of goods and technologies (without the Catalogue of Import and Export Commodities attached), except for the import and export goods and technologies which are restricted or prohibited by the State.

Financial data: Audited by Confucius International CPA Limited (prepared in accordance with Hong Kong Financial Reporting Standards on a consolidated basis), as at 31 December 2024, the total assets of Sinopharm Group amounted to RMB392,831.24 million and the net assets attributable to owners of the parent amounted to RMB78,883.80 million. In 2024, Sinopharm Group recorded revenue of RMB584,507.93 million and net profit attributable to owners of the parent of RMB7,049.68 million.

Related party relationship: As some of the Directors and senior management members of the Company also serve as directors of Sinopharm (an associated company of the Company), Sinopharm is a related party of the Company under the SSE Listing Rules. However, the renewal of the Products/Services Mutual Supply Framework Agreement does not constitute a connected transaction under the Hong Kong Listing Rules.

(B) ***Details of the Renewed Products/Services Mutual Supply Framework Agreement***

(a) *Term*

The Renewed Products/Services Mutual Supply Framework Agreement shall be effective for three years from 1 January 2026 to 31 December 2028.

(b) *Parties subject to the Renewed Products/Services Mutual Supply Framework Agreement*

(i) the Company and/or its subsidiary(ies); and

(ii) Sinopharm and/or its subsidiary(ies).

(c) *Principal Transactions*

(i) The Group sells products and provides services to Sinopharm Group, including but not limited to products sold/distributed by the Group and related services;

(ii) Sinopharm Group sells products and provides services to the Group, including but not limited to products sold/distributed by Sinopharm Group and related services.

(d) *Basis of Determination for Pricing*

(i) The price shall be determined adhering to the principle of market fairness and with reference to drug prices approved by local statutory pricing authorities, subject to adjustments based on reasonable profit from product sales and distribution and provision of services. In determining reasonable profit, the parties shall take into consideration factors such as the prices for selling and providing relevant products and services by both parties and/or their subsidiaries to other independent third parties, the profit level of other comparable companies for selling and providing similar products and services, the actual circumstances (such as business scale), and market conditions of the products and services, etc.

(ii) Under the same conditions, the price offered by Sinopharm Group to the Group for the procurement of products/services of the Group shall be no less than that offered to other independent third parties.

Under the same conditions, the price offered by Sinopharm Group to the Group for the sales of its products/services shall be no more than that offered to other independent third parties.

(e) *Annual Caps*

In the relevant financial years (or relevant periods) during the term of the Renewed Products/Services Mutual Supply Framework Agreement, both parties shall conduct the transactions contemplated under the Renewed Products/Services Mutual Supply Framework Agreement in accordance with the annual caps for the transaction amounts capped and approved at each of their board meetings or general meetings (if applicable).

The types of the proposed transactions contemplated between the Group and Sinopharm Group from 2026 to 2028 and the estimated annual caps are as follows:

Unit: RMB million

Type of transactions	**2026 annual (estimated) cap**	**2027 annual (estimated) cap**	**2028 annual (estimated) cap**
Sale of raw materials or goods by the Group to Sinopharm Group	11,000	13,000	15,000
Procurement of raw materials or goods by the Group from Sinopharm Group	800	1,000	1,200
Provision of services by the Group to Sinopharm Group	1.00	1.20	1.50
Receipt of services by the Group from Sinopharm Group	20	25	30

(f) *Effect*

The Renewed Products/Services Mutual Supply Framework Agreement shall be effective upon obtaining the approval of the authorised decision-making bodies of each of the parties.

(C) ***Purpose and Effects of the Related Party Transactions***

The Renewed Products/Services Mutual Supply Framework Agreement was entered into by the Company and Sinopharm adhering to the principle of voluntariness, equality, mutual benefit and fairness and based on the market price. The Group's business scope includes pharmaceutical manufacturing and R&D, medical devices and medical diagnosis, and healthcare services, forming an upstream-downstream relationship with Sinopharm Group, which is engaged in retail and distribution of pharmaceutical products, diagnostic reagents and medical devices. As such, the procurement, sales and service provisions between the parties conducted in the ordinary course of business is inevitable. Such ongoing related party transactions are necessary and are continuing and will not

affect the independence of the Group. The mutual supply of products/services under the Renewed Products/Services Mutual Supply Framework Agreement is beneficial in promoting the Group's operating efficiency, and is in the interest of the Company and its Shareholders as a whole, without prejudice to the interests of the Company and non-related Shareholders or to the Group's independence.

An ordinary resolution will be proposed at the EGM to consider and, if thought fit, approve the Renewed Products/Services Mutual Supply Framework Agreement.

III. EGM

The EGM will be held for the purposes of the consideration and, if thought fit, approval of the matters referred to in the section headed "*I. INTRODUCTION*" above.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, as at the Latest Practicable Date, (i) Fosun High Tech, the controlling shareholder of the Company, owned 889,890,955 A Shares (representing approximately 42.40% of the issued A Shares (excluding treasury shares) and 33.71% of the issued Shares (excluding treasury shares)) and 71,533,500 H Shares (representing approximately 13.22% of the issued H Shares (excluding treasury shares) and 2.71% of the issued Shares (excluding treasury shares)), and, in addition to the Shares held through Fosun High Tech, Fosun International owned 6,000,000 H Shares (representing approximately 1.11% of the issued H Shares (excluding treasury shares) and 0.23% of the issued Shares (excluding treasury shares)), (ii) Mr. Chen, an executive Director, owned 134,000 A Shares (representing approximately 0.01% of the issued A Shares (excluding treasury shares) and 0.01% of the issued Shares (excluding treasury shares)) and 20,000 H Shares (representing approximately 0.004% of the issued H Shares (excluding treasury shares) and 0.001% of the issued Shares (excluding treasury shares)), (iii) Ms. Guan, an executive Director, owned 267,743 A Shares (representing approximately 0.01% of the issued A Shares (excluding treasury shares) and 0.01% of the issued Shares (excluding treasury shares)) and 25,000 H Shares (representing approximately 0.005% of the issued H Shares (excluding treasury shares) and 0.001% of the issued Shares (excluding treasury shares)), (iv) Mr. Wen, an executive Director, owned 81,743 A Shares (representing approximately 0.004% of the issued A Shares (excluding treasury shares) and 0.003% of the issued Shares (excluding treasury shares)) and 20,000 H Shares (representing approximately 0.004% of the issued H Shares (excluding treasury shares) and 0.001% of the issued Shares (excluding treasury shares)), (v) Mr. Wang, an executive Director, owned 303,516 A Shares (representing approximately 0.01% of the issued A Shares (excluding treasury shares) and 0.01% of the issued Shares (excluding treasury shares)) and 20,000 H Shares (representing approximately 0.004% of the issued H Shares (excluding treasury shares) and 0.001% of the issued Shares (excluding treasury shares)), (vi) Mr. Chen Qiyu, a non-executive Director, owned 114,075 A Shares (representing approximately 0.01% of the issued A Shares (excluding treasury shares) and 0.004% of the issued Shares (excluding treasury shares)), (vii) Mr. Wu Yifang, a non-executive Director, owned 834,776 A Shares (representing approximately 0.04% of the issued A Shares (excluding treasury shares) and 0.03% of the issued Shares (excluding treasury shares)) and 373,000 H Shares (representing approximately 0.07% of the issued H Shares (excluding treasury

shares) and 0.01% of the issued Shares (excluding treasury shares)), (viii) Ms. Yan Jia, the employee Director, owned 6,271 A Shares (representing approximately 0.0003% of the issued A Shares (excluding treasury shares) and 0.0002% of the issued Shares (excluding treasury shares)), (ix) Mr. Liu, the chief executive officer and president of the Company, owned 15,444 A Shares (representing approximately 0.001% of the issued A Shares (excluding treasury shares) and 0.001% of the issued Shares (excluding treasury shares)) and 20,000 H Shares (representing approximately 0.004% of the issued H Shares (excluding treasury shares) and 0.001% of the issued Shares (excluding treasury shares)), (x) Mr. Guo Guangchang, the ultimate controlling shareholder of Fosun High Tech, owned 114,075 A Shares (representing approximately 0.01% of the issued A Shares (excluding treasury shares) and 0.004% of the issued Shares (excluding treasury shares)), and (xi) other than Mr. Chen, Ms. Guan, Mr. Wen, Mr. Wang, Ms. Yan Jia and Mr. Liu (whose interests in the Company's Shares are set out above), a total of 54 proposed A Share Option Participants and H Share RSU Grantees (the "**Interested Grantees**") collectively owned 756,463 A Shares and 42,200 H shares (representing approximately 0.04% of the issued A Shares (excluding treasury shares) and 0.01% of the issued H Shares (excluding treasury shares), respectively, and in the aggregate approximately 0.03% of the issued Shares (excluding treasury shares)), and therefore:

(a) Mr. Chen, Ms. Guan, Mr. Wen, Mr. Wang, Ms. Yan Jia and Mr. Liu have a material interest in the resolutions in respect of the A Share Option Scheme to be proposed at the EGM, are required to and will abstain from voting on the relevant resolutions at the EGM;

(b) Mr. Chen, Ms. Guan, Mr. Wen, Mr. Wang, Ms. Yan Jia and Mr. Liu have a material interest in the resolutions in respect of the H Share RSU Scheme to be proposed at the EGM, are required to and will abstain from voting on the relevant resolutions at the EGM;

(c) (i) Mr. Chen, his associates and all other core connected persons of the Company, (ii) Ms. Guan, her associates and all other core connected persons of the Company, (iii) Mr. Wen, his associates and all other core connected persons of the Company, (iv) Mr. Wang, his associates and all other core connected persons of the Company, and (v) Mr. Liu, his associates and all other core connected persons of the Company are required to abstain from voting in favour and will abstain from voting on the relevant resolutions in respect of the Conditional H Share RSU Grant to (i) Mr. Chen, (ii) Ms. Guan, (iii) Mr. Wen, (iv) Mr. Wang, and (v) Mr. Liu, respectively, to be proposed at the EGM;

(d) the Interested Grantees will, insofar as they are A Shareholders and/or H Shareholders, abstain from voting on the relevant resolutions in respect of the A Share Option Scheme and/or the H Share RSU Scheme, as the case may be, to be proposed at the EGM;

(e) Fosun High Tech, Fosun International, Mr. Chen, Ms. Guan, Mr. Wang, Mr. Chen Qiyu, Mr. Wu Yifang and Mr. Guo Guangchang have a material interest in or are otherwise related to the resolution in respect of the Renewed Financial Services Agreement to be proposed at the EGM, are required to and will abstain from voting on the relevant resolution at the EGM; and

(f) Mr. Chen, Ms. Guan, Mr. Wen and Mr. Chen Qiyu are related to the resolution in respect of the Renewed Products/Services Mutual Supply Framework Agreement to be proposed at the EGM, are required to and will abstain from voting on the relevant resolution at the EGM.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, save as disclosed above, as at the Latest Practicable Date, none of the connected persons of the Company, the Shareholders and their respective associates has a material interest in the resolutions to be proposed at the EGM and is required to abstain from voting at the EGM.

IV. CLOSURE OF REGISTER OF MEMBERS

For the purpose of determining the entitlement of H Shareholders to attend and vote at the aforesaid EGM, the register of members of the Company for H Shares will be closed from Monday, 20 October 2025 to Thursday, 23 October 2025, both days inclusive. In order to qualify for attending and voting at the EGM, unregistered H Shareholders should ensure that all transfer documents for H Shares together with the relevant share certificates should be lodged for registration with the Company's Hong Kong share registrar for H Shares, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong no later than 4:30 p.m. on Friday, 17 October 2025.

V. VOTING BY POLL

Pursuant to Rule 13.39(4) of the Hong Kong Listing Rules, all resolutions put forward at the EGM will be voted on by poll except where the chairman of the meeting, 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. Poll results will be announced by the Company by means set out in Rule 13.39(5) of the Hong Kong Listing Rules after the EGM.

VI. RECOMMENDATIONS

The Board (including the independent non-executive Directors) considers that all resolutions set out in the notices of EGM are in the best interests of the Company and the Shareholders as a whole. The Directors therefore recommend the Shareholders to vote in favour of the resolutions proposed at the EGM.

In particular, the Board considers that the Renewed Financial Services Agreement has been negotiated on arm's length basis and is on normal commercial terms and in the ordinary and usual course of business of the Group, and that the terms of the Renewed Financial Services Agreement, the transactions contemplated thereunder and the proposed annual caps in respect of the deposit services, settlement services and other financial services are fair and reasonable and are in the interests of the Company and its Shareholders as a whole. Accordingly, the Board recommends the Independent Shareholders to vote in favour of the ordinary resolution to be proposed at the EGM to

approve the Renewed Financial Services Agreement, the transactions contemplated thereunder and the proposed annual caps in respect of the deposit services, settlement services and other financial services.

Your attention is drawn to the "Letter from the Independent Board Committee" as set out on page 118 of this circular which contains its recommendation to the Independent Shareholders in respect of the resolution to approve the transactions contemplated under the Renewed Financial Services Agreement and the proposed annual caps in respect of the deposit services, settlement services and other financial services.

The advice of Yue Xiu Capital Limited, the Independent Financial Adviser, to the Independent Board Committee and the Independent Shareholders in relation to the terms of the Renewed Financial Services Agreement is set out on pages 120 to 141 of this circular.

VII. ADDITIONAL INFORMATION

Your attention is drawn to other sections of and the appendices to this circular.

By order of the Board
Shanghai Fosun Pharmaceutical (Group) Co., Ltd.*
Chen Yuqing
Chairman

* *for identification purposes only*

FOSUN PHARMA
复星医药

上海復星醫藥（集團）股份有限公司
Shanghai Fosun Pharmaceutical (Group) Co., Ltd.*

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

(Stock Code: 02196)

29 September 2025

To the Independent Shareholders:

Dear Sir or Madam,

DISCLOSEABLE AND CONTINUING CONNECTED TRANSACTION
RENEWAL OF FINANCIAL SERVICES AGREEMENT

We have been appointed as the members of the Independent Board Committee to advise the Independent Shareholders in respect of the resolution to approve the transactions contemplated under the Renewed Financial Services Agreement, details of which are set out in the "Letter from the Board" contained in the circular of the Company (the "**Circular**") of which this letter forms part. Unless the context otherwise requires, terms defined in the Circular shall have the same meanings when used in this letter.

Your attention is drawn to the "Letter from the Board", the advice of Yue Xiu Capital Limited in its capacity as the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of whether the terms of the Renewed Financial Services Agreement are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business of the Group, and in the interests of the Company and its Shareholders as a whole, as set out in the "Letter from the Independent Financial Adviser" as well as other additional information set out in other parts of the Circular.

Having taken into account the advice of, and the principal factors and reasons considered by Yue Xiu Capital Limited in relation thereto as stated in its letter, we consider that the terms of the transactions contemplated under the Renewed Financial Services Agreement and the proposed annual caps in respect of the deposit services, settlement services and other financial services are fair and reasonable on normal commercial terms and in the ordinary and usual course of business of the Group and are in the interests of the Company and the Shareholders as a whole. Accordingly, we recommend the Independent Shareholders to vote in favour of the ordinary resolution to be proposed at the EGM to approve the transactions contemplated under the Renewed Financial Services Agreement and the proposed annual caps in respect of the deposit services, settlement services and other financial services.

Yours faithfully,
For and on behalf of the Independent Board Committee

Mr. YU Tze Shan Hailson	**Mr. WANG Quandi**	**Mr. CHEN Penghui**	**Mr. YANG Yucheng**
Independent non-executive Director	*Independent non-executive Director*	*Independent non-executive Director*	*Independent Non-executive Director*

* *for identification purposes only*

The following is the text of the letter of advice from Yue Xiu Capital Limited, the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders, which has been prepared for the purpose of incorporation into this circular.



Room 17–37, 49/F, Sun Hung Kai Centre
30 Harbour Road, Wanchai
Hong Kong

29 September 2025

To: the Independent Board Committee and the Independent Shareholders of Shanghai Fosun Pharmaceutical (Group) Co., Ltd.

Dear Sirs or Madams,

DISCLOSEABLE AND CONTINUING CONNECTED TRANSACTIONS — RENEWAL OF FINANCIAL SERVICES AGREEMENT

I. INTRODUCTION

We refer to our engagement as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders with respect to the Renewed Financial Services Agreement, details of which are set out in the "Letter from the Board" ("**Letter from the Board**") in this circular dated 29 September 2025 issued by the Company (the "**Circular**"), of which this letter forms part. Terms used in this letter shall have the same meanings as defined in the Circular unless the context otherwise requires.

From time to time, the Group has been conducting the continuing connected transactions in relation to financial services provided by Fosun Finance in the ordinary and usual course of its business since the listing of the Company in 2012. Such previous continuing connected transactions (details of which have been set out in the listing document of the Company and various announcements issued during October 2012 to July 2019) were subject to the reporting, announcement and annual review requirements but were exempted from the Independent Shareholders' approval requirements under Chapter 14A of the Hong Kong Listing Rules. However, the current continuing connected transactions (details of which have been set out in the various announcements and circular issued during August 2022 to November 2022) in respect of the Financial Services Agreement which will expire on 31 December 2025, were subject to the reporting, announcement, annual review, announcement and the Independent Shareholders' approval requirements under Chapter 14A of the Hong Kong Listing Rules.

On 26 August 2025, the Company entered into the Renewed Financial Services Agreement with Fosun Finance in order to renew the Financial Services Agreement which will expire on 31 December 2025, for a term of three years commencing on 1 January 2026 and ending on 31

December 2028. Pursuant to the Renewed Financial Services Agreement, Fosun Finance has agreed to provide non-exclusive financial services to the Group including the following categories, (i) comprehensive credit services, (ii) deposit services, (iii) settlement services and (iv) other financial services.

As at the Latest Practicable Date, Fosun Finance is a subsidiary of Fosun High Tech, the controlling shareholder holding approximately 36.42% of the total issued shares (excluding treasury shares) of the Company, thus Fosun Finance is a connected person of the Company under Rule 14A.07(4) of the Hong Kong Listing Rules. The transactions contemplated under the Renewed Financial Services Agreement therefore constitute continuing connected transactions for the Company under Chapter 14A of the Hong Kong Listing Rules. The deposit services provided by Fosun Finance to the Group pursuant to the Renewed Financial Services Agreement also constitutes financial assistance by the Group to Fosun Finance under Chapter 14 of the Hong Kong Listing Rules.

According to the Letter from the Board, the comprehensive credit services to be provided by Fosun Finance to the Group will be on normal commercial terms and no security over the assets of the Group is needed to be offered in favour of Fosun Finance with respect to such comprehensive credit services under the Renewed Financial Services Agreement. As such, the comprehensive credit services to be provided by Fosun Finance to the Group under the Renewed Financial Services Agreement are exempt from all the reporting, announcement and Independent Shareholders' approval requirements pursuant to Rule 14A.90 of the Hong Kong Listing Rules.

As the applicable percentage ratios as defined under Rule 14.07 of the Hong Kong Listing Rules for the deposit, settlement and other financial services (collectively the "**Non-exempt Transactions**") under the Renewed Financial Services Agreement are, in aggregate, more than 5% but less than 25% on an annual basis, the Non-exempt Transactions constitute in aggregate a discloseable and continuing connected transaction of the Company which is subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Hong Kong Listing Rules, and reporting and announcement requirements under Chapter 14 of the Hong Kong Listing Rules.

The Independent Board Committee, comprising all independent non-executive Directors, namely Mr. Yu Tze Shan Hailson, Mr. Wang Quandi, Mr. Chen Penghui and Mr. Yang Yucheng, has been established to advise the Independent Shareholders as to whether the terms of the transactions contemplated under the Renewed Financial Services Agreement and the proposed annual caps in respect of the Non-exempt Transactions are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business of the Group and are in the interests of the Company and the Shareholders as a whole, and to advise the Independent Shareholders as to whether to vote in favour of the relevant resolution to be proposed at the EGM to approve the Renewed Financial Services Agreement and the Non-exempt Transactions contemplated thereunder (including the proposed annual caps). As the Independent Financial Adviser, our role is to give an independent opinion to the Independent Board Committee and the Independent Shareholders in such regard.

As at the Latest Practicable Date, Yue Xiu Capital Limited did not have any relationships or interests with the Company or any other parties that could reasonably be regarded as a hindrance to our independence under Rule 13.84 of the Hong Kong Listing Rules to act as the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the Renewed Financial Services Agreement and the Non-exempt Transactions contemplated thereunder. In the last two years from the date of the Circular, we have not acted as the independent financial adviser to the then independent board committee and independent shareholders for any transactions. Apart from normal professional fees paid or payable to us in connection with our appointment as the Independent Financial Adviser, no arrangements exist whereby we have received or will receive any fees or benefits from the Group, Fosun Finance or any other parties that could reasonably be regarded as relevant in assessing our independence. Accordingly, we are qualified to give independent advice in respect of the Renewed Financial Services Agreement and the Non-exempt Transactions contemplated thereunder (including the proposed annual caps).

II. BASIS OF OUR OPINION

In formulating our opinion and recommendation, we have relied on (i) the information and facts contained or referred to in the Circular; (ii) the information supplied by the Group and its advisers; (iii) the annual reports of the Company for the year ended 31 December 2023 (the "**2023 Annual Report**") and for the year ended 31 December 2024 (the "**2024 Annual Report**") and the interim results announcement of the Company for the six months ended 30 June 2025 (the "**2025 Interim Results**"); (iv) opinions expressed by and the representations of the Directors and/or the management of the Company (the "**Management**"); and (v) our review of the relevant public information. We have assumed that all the information provided and representations made and opinions expressed to us or contained or referred to in the Circular were true, accurate and complete in all material aspects as at the date thereof and may be relied upon. We have also assumed that all statements contained and representations made or referred to in the Circular are true at the time they were made and continue to be true as at the date of the Circular and all such statements of belief, opinions and intention of the Directors and the Management and those as set out or referred to in the Circular were reasonably made after due and careful enquiry. We have no reason to doubt the truth, accuracy and completeness of the information and representations provided to us by the Directors and the Management. The Directors have confirmed that no material facts have been withheld or omitted from the information provided and referred to in the Circular and that all information or representations provided to us by the Company and/or the Directors and the Management are true, accurate, complete and not misleading in all material respects at the time they were made and continued to be so until the Latest Practicable Date. In addition, the Company shall inform the Independent Shareholders of any material change of information in the Circular between the Latest Practicable Date and the date of the EGM.

The Circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Hong Kong Listing Rules for the purpose of giving information with regard to the Group. We, as the Independent Financial Adviser, take no responsibility for the contents of any part of the Circular, save and except for the letters of advice issued by us as incorporated into the Circular.

We consider that we have reviewed the relevant information currently available to enable us to reach an informed view and to justify our reliance on the accuracy of the information contained in the Circular so as to provide a reasonable basis for our recommendation. We have not, however, carried out any independent verification on the information provided, nor have we conducted any form of in-depth investigation into the business, affairs, operations, financial position or future prospects of the Group or Fosun Finance or any of their respective subsidiaries or associates.

III. PRINCIPAL FACTORS AND REASONS CONSIDERED

In arriving at our recommendation, we have considered the following principal factors and reasons:

1. Background of the Group

As an innovation-driven global healthcare group deep-rooted in China, the Group is principally engaged in pharmaceuticals, medical devices, medical devices and diagnostics, healthcare services, and pharmaceutical distribution and retail.

The following table sets out a summary of the recent selected financial performance of the Group for the years ended 31 December 2022 ("**FY2022**"), 2023 ("**FY2023**") and 2024 ("**FY2024**") and for the six months ended 30 June 2024 ("**1H2024**") and 2025 ("**1H2025**") based on the 2022 Annual Report, 2023 Annual Report, the 2024 Annual Report and the 2025 Interim Results, respectively.

Unit: RMB million

	For the year ended 31 December			For the six months ended 30 June	
	2022	**2023**	**2024**	**2024**	**2025**
	(Audited)	(Audited)	(Audited)	(Unaudited)	(Unaudited)
Revenue	43,811	41,249	40,910	20,383	19,426
Gross profit	20,642	19,653	19,544	9,920	9,302
Profit attributable to owners of the parent	3,737	2,399	2,770	1,225	1,702

FY2022 and FY2023

Revenue of the Group decreased by 5.85% to RMB41,249 million for FY2023 as compared to FY2022. Such decrease was mainly due to the significant year-on-year decline in revenue from COVID-related products, including Comirnaty (mRNA COVID-19 vaccine), Jie Bei An (azvudine tablets), COVID-19 antigen and nucleic acid test kits, as the COVID-19 no longer constituted a "Public Health Emergency of International Concern".

Gross profit of the Group amounted to RMB19,653 million for FY2023, representing a decrease of 4.79% as compared with that of RMB20,642 million for FY2022. The gross profit margin of the Group for FY2023 and FY2022 was 47.64% and 47.12%, respectively. The gross profit margin of the Group increased by 0.52 percentage point for FY2023 as compared to FY2022, which was mainly due to the increase in the proportion of new and sub-new products with relatively high gross profit margins in total revenue.

The Group's profit attributable to owners of the parent decreased to RMB2,399 million for FY2023 from RMB3,737 million for FY2022, representing a decrease of approximately 35.80%. Such decrease was mainly due to the combined effect of, *inter alia*, (i) the decrease in gross profit of COVID-related products as mentioned above; (ii) the increase in administrative expenses as a result of the increasing human resources cost, consultation fees and other expenses; (iii) the increase in finance primarily due to the US dollar interest hikes and US dollar appreciation in FY2023; and (iv) the impacts of the acquisition of Phixen, société par actions simplifiée by Gland Pharma Limited.

FY2023 and FY2024

Revenue of the Group decreased by 0.82% to RMB40,910 million for FY2024 as compared to FY2023. During FY2024, the Group further focused on innovative drugs and high-value devices, and promotion of product structure and strategic transformation. Despite the slight decrease in revenue for FY2024, the revenue from innovative drugs recorded steady growth. Such core products include (i) surplumlimab injection, an innovative anti-PD-1 monoclonal antibody drug (trade name in Chinese mainland: Han Si Zhuang), (ii) Yi Kai Da (ejilunsai injection), the CAR-T cell therapy product, (iii) Akynzeo (netupitant and palonosetron hydrochloride capsules), the antiemetic drug, (iv) Pei Jin (telpegfilgrastim injection), a long-lasting recombinant human granulocyte colony-stimulating factor product, and (v) Yi Xin Tan (sacubitril valsartan sodium tablets), a drug for the treatment of heart failure and hypertension, recorded rapid growth.

Gross profit of the Group decreased slightly by 0.55% from RMB19,653 million for FY2023 to RMB19,544 million for FY2024. The Group's gross profit margin increased slightly from 47.64% for FY2023 to 47.77% for FY2024. Both of the gross profit and gross profit margin of the Group for FY2024 remained relatively stable.

The Group's profit attributable to owners of the parent increased to RMB2,770 million for FY2024 from RMB2,399 million for FY2023, representing an increase of 15.46%. Such increase was primarily due to (i) the decrease in selling and distribution expenses as the combined effect of, (a) the Group continued to strengthen the control of selling and distribution expenses through refined management and optimized resource allocation, (b) the structure of sales products has changed, and the sales expense ratio of centralized procurement products has decreased year-on-year and (c) the Group maintained investment in market development and sales team for new product launched, (ii) the decrease in R&D expenses and R&D expenditure for FY2024 as the Group concentrated on quality pipeline assets and enhanced efficiency by integrating its R&D system; multiple pipelines met the criteria for capitalization recognition as the R&D projects advance, leading to the R&D investment of several projects transferred to development expenditure which were eligible for capitalization.

1H2024 and 1H2025

Revenue of the Group decreased by 4.70% to RMB19,426 million for 1H2025 as compared to 1H2024. The decrease in revenue mainly attributable to the headwinds from the renewal of centralized procurement in bulk and regional centralized procurement in bulk. Such effect was partially offset by the robust growth and increase in revenue from innovative drugs.

Gross profit of the Group decreased by 6.23% from RMB9,920 million for 1H2024 to RMB9,302 million for 1H2025, which was mainly due to the decrease in revenue.

The Group's profit attributable to owners of the parent increased to RMB1,702 million for 1H2025 from RMB1,225 million for 1H2024, representing an increase of 38.96%. Such increase was primarily due to the substantial increase in other gains mainly arising from the disposal of the remaining equity interest in Unicorn II Holdings Limited with the major assets of which were "United Family Healthcare" hospitals and clinics held and operated, and other non-core assets in 1H2025.

Unit: RMB million

	As at 31 December			As at 30 June
	2022	**2023**	**2024**	**2025**
	(Audited)	(Audited)	(Audited)	(Unaudited)
Cash and bank balances	16,241	13,694	13,524	12,959
Trade and bills receivables	7,613	7,668	8,024	8,566

As set out in the table above, the Group maintained a robust level of cash and bank balances of RMB13,524 million as at 31 December 2024. Also, the Group recorded increase in trade and bills receivables as at 31 December 2024 compared with that as at 31 December 2022. Also, the Group maintained a stable level of trade and bills receivables ranging from approximately 17.38% to 19.61% of its revenue for the corresponding financial year.

Furthermore, the Group generated net cash flows from operating activities of RMB4,218 million, RMB3,414 million and RMB4,477 million for the years ended 31 December 2022, 2023 and 2024, respectively.

2. Background of Fosun Finance

Fosun Finance is a limited liability company established in the PRC as a non-banking financial institution regulated by the NFRA. It is principally engaged in the provision of financing consulting services, deposit services, settlement services, credit services and other financial services. It is a subsidiary of Fosun High Tech and is ultimately controlled by Mr. Guo Guangchang (郭廣昌先生). Fosun International, the parent company of Fosun High Tech, ranked top 150 in Fortune China 500 in 2025.

Based on the audited financial statements of Fosun Finance for the year ended 31 December 2024, Fosun Finance has a registered capital of RMB1.5 billion. Set out below is the summary of selected financial performance and financial positions of Fosun Finance as prepared under the generally accepted accounting principles in the PRC as extracted from its audited financial statements.

Unit: RMB million

	For the year ended 31 December	
	2023	**2024**
Revenue	414	342
Operating profit	371	343
Net profit	278	257

Unit: RMB million

	As at 31 December	
	2023	**2024**
Total assets	12,115	12,586
Total liabilities	9,941	10,395
Total equity	2,174	2,191

Set out below is the comparison of selected financial indicators of Fosun Finance and the relevant regulatory requirement (if any):

Financial indicators	Fosun Finance For the year ended/ As at 31 December 2024	Regulatory requirements
Capital adequacy ratio	23.27%	Not lower than 10.5%
Liquidity ratio	191.86%	Not lower than 25%
Total external liabilities to net capital ratio	0.00%	Not higher than 100%
Non-performing loan ratio	0.00%	Not higher than 5%
Non-performing asset ratio	0.00%	Not higher than 4%

3. Reasons for and benefits of entering into the Renewed Financial Services Agreement

As set out in the Letter from the Board, the Board has considered the reasons for and benefits of entering into the Renewed Financial Services Agreement including, that (i) Fosun Finance has been providing financial services within its approved business scope, and the Group has established a long-term business relationship with Fosun Finance since Fosun Finance's incorporation in 2011; (ii) there has been no delay for repayment of any principals and interests by Fosun Finance in respect of its provisions of the deposit services, and there has been no practical impediment or disruption of the settlement services and other financial services by Fosun Finance since the Group's engagement of it as one of its financial service providers in 2011; and (iii) the risk management plan formulated by the Company which illustrates the internal risk management agency, risk prevention and control procedures, and risk disposal procedures to deal with potential risks can ensure the safety of funds, the Board considers that the risks in connection with the transactions with Fosun Finance are relatively manageable.

Furthermore, the Board is of the view that the transactions contemplated under the Renewed Financial Services Agreement can facilitate the Group to enrich the deposits and loan business channels, increase the efficiency of fund utilization, control the costs and reduce the risk of financing, increase the deposit yield and reduce the overall deposit risk, and improve the bargaining power with the external financial institutions. The Board considers that these transactions are in the interests of the Company and its Shareholders and will not adversely affect the independence of the Company.

In assessing the reasonableness of entering into the Renewed Financial Services Agreement, we have further taken into account the following:

We noted that Fosun Finance is a non-banking financial institution licensed and regulated by the NFRA. We have obtained the relevant financial statements of Fosun Finance and noted that Fosun Finance has operated in compliance with the Administrative Measures for the Group Finance Companies (《企業集團財務公司管理辦法》, the "**Administrative**

Measures") promulgated by the China Banking and Insurance Regulatory Commission (replaced by NFRA in May 2023). Pursuant to the Administrative Measures, it regulates the operation of non-banking financial institutions which provide financial management services to the enterprise group member entities. The Administrative Measures set out certain compliance and risk control requirement/measures in relation to the operation of group finance companies, including but not limited to maintaining certain financial ratios at all times. Further, the parent group company and controlling shareholder(s) of group finance company shall supplement such group finance company's capital when necessary.

The above demonstrates that Fosun Finance provides an alternative for the Group as to provide the services under the Renewed Financial Services Agreement without significant credit risk exposure to the Group. Also, pursuant to the Renewed Financial Services Agreement, the interest rates for deposit services provided by Fosun Finance shall be no less than the average of those provided by commercial banks in the PRC in general, and fees for settlement services and other financial services provided by Fosun Finance shall not exceed those provided by other financial institutions in the PRC, which avails the Group to a stable source of financial services in its ordinary and usual course of business.

Furthermore, we noted that Fosun Finance has been providing such financial services to the Group since the listing of the Company on the main board of the Hong Kong Stock Exchange in 2012. Such long-term and stable relationship between the Group and Fosun Finance has facilitated better understanding on the operation and the need of each other, which may potentially enhance the operation efficiency of the Group. Such understanding will enable Fosun Finance to offer more favourable and flexible financial services than third-party PRC commercial banks in general. Furthermore, the Management advised that Fosun Finance has been providing the deposit services to the Group and the Group has been receiving the principals and interests from the deposits placed with Fosun Finance in a timely manner. Also, there has been no practical impediment or disruption of the settlement services and other financial services by Fosun Finance since the Group engaged Fosun Finance as one of its financial service providers in 2011. The Renewed Financial Services Agreement would enable the Group to continue using Fosun Finance as a medium between the Company and its subsidiaries to allocate funds and manage its existing capital and cash flows more effectively.

Also, the financial services provided by Fosun Finance under the Renewed Financial Services Agreement is non-exclusive in nature, i.e. the Group is not restricted under the Renewed Financial Services Agreement to engage any other financial services providers based on its business needs and preferences. The Renewed Financial Services Agreement represents an alternative or additional source of financial services to be provided by a financial institution which is licensed and regulated by the NFRA. To further illustrate this, the Group has been depositing only part of its funds with Fosun Finance. Based on the information provided by the Management, the actual maximum daily balance of deposits placed by the Group with Fosun Finance for years ended 31 December 2023 and 2024 and for the six months ended 30 June 2025 were approximately RMB1,989.39 million, RMB1,899.86 million and RMB1,833.64 million, respectively, representing approximately 14.53%, 14.05% and

14.15% of the cash and bank balance of the Group as at the respective year-end or period-end date. Given the strong financial performance and health of Fosun Finance as mentioned above, the entering into of the Renewed Financial Services Agreement renders the Group an opportunity to diversify its credit risk among PRC commercial banks in general.

Having considered the foregoing, we concur with the Directors that the entering into of the Renewed Financial Services Agreement is in the interests of the Company and its Shareholders as a whole.

4. Principal terms of Renewed Financial Services Agreement

The principal terms and conditions of the Renewed Financial Services Agreement are set out below.

Date

26 August 2025

Parties

The Company; and
Fosun Finance

Term

From 1 January 2026 to 31 December 2028

Subject matters

Fosun Finance shall provide non-exclusive financial services to the Group in accordance with the terms of the Renewed Financial Services Agreement as below:

(i) *Comprehensive credit services*

a. Based on the operational and development needs of the Group and under the premise of complying with relevant Chinese laws and regulations, Fosun Finance shall provide the Group with comprehensive credit services, including but not limited to loan, note, discount, entrusted loan, consumption credit, bond investment, non-financial guarantee and other forms of financing. The provision of such credit services by Fosun Finance is not conditional upon the provision of guarantees, asset pledges or other forms of security by the Group.

b. During the effective term of the Renewed Financial Services Agreement, the Group intends to make an application to Fosun Finance for a comprehensive credit facility of not exceeding RMB2.0 billion. Separate agreement(s) will be entered into by the parties for actual execution based on the performance and the integrated credit rate of the Group.

c. Fosun Finance undertakes that the interest rate(s) for the loan to be provided by Fosun Finance to the Group shall be negotiated and agreed by the parties with reference to the interest rate(s) as published by the People's Bank of China ("**PBOC**") from time to time and the prevailing market rate(s). Such interest rate(s) shall be no higher than the interest rate(s) for the same kind of loan offered by other financial institutions in the PRC to the Group for the same period and shall be no higher than the interest rate(s) for the same kind of loan for the same period provided to other Member Companies of Fosun High Tech by Fosun Finance, whichever is lower.

(ii) *Deposit services*

a. Fosun Finance shall strictly follow the principle of freedom of deposit and withdrawals in compliance with relevant requirements of the PBOC and provide the deposit services to the Group;

b. The deposit services, including but not limited to demand deposit, time deposit, call deposit and agreed deposit to be provided by Fosun Finance to the Group, shall comply with the relevant requirements of the PBOC;

c. Fosun Finance undertakes that the interest rate(s) for the deposit of the Group with Fosun Finance shall be determined with reference to the benchmark interest rate(s) for RMB deposit as published by the PBOC provided that such rate(s) shall be no less than the average of the deposit rate(s) for the same kind of deposit offered by PRC commercial banks to the Group in general for the same period and no less than the deposit rate(s) for the same kind of deposit for the same period provided to other Member Companies of Fosun High Tech by Fosun Finance, whichever is higher;

d. The Group agrees to open deposit accounts with Fosun Finance, and to choose among different types and terms of deposit products;

e. The Group agrees that the maximum daily outstanding balance of deposits placed by the Group with Fosun Finance shall not exceed RMB2.0 billion; and

f. Fosun Finance shall ensure the safety of the Group's deposits, and promptly and fully release the funds as requested by the Group.

(iii) *Settlement services*

a. Fosun Finance shall provide settlement services for payment and receipt and other ancillary services relating to settlement services to the Group in accordance with the instructions of the Group.

b. The service fees for the settlement services to be provided by Fosun Finance to the Group shall be charged at the rate to be agreed by the parties, and shall be no higher than the fees for the same kind of services offered by other financial institutions in the PRC, and at the same time be no higher than the fees for the same kind of services provided to other Member Companies of Fosun High Tech by Fosun Finance, whichever is lower.

(iv) *Other financial services*

a. Fosun Finance will provide the Group with other financial services within its business scope as approved by the NFRA, including financial and financing advisory, credit verification and related consulting and agency services.

b. Fosun Finance has undertaken that the service fees for other financial services other than the deposit services and credit services provided by Fosun Finance shall comply with the fees standard promulgated by the PBOC or the NFRA (if applicable). Fosun Finance has further undertaken to the Group that its service fees for such financial services shall be no higher than the fees for the same kind of services offered by other financial institutions in the PRC and shall be no higher than the fees for the same kind of services provided to other Member Companies of Fosun High Tech by Fosun Finance, whichever is lower.

Pursuant to the Renewed Financial Services Agreement, the aggregate service fees for the settlement services and other financial services provided by Fosun Finance shall not exceed RMB1 million for each of the financial years.

(v) *Risk assessment and control measures*

a. The Group has the right to verify the deposits with Fosun Finance from time to time to understand the safety and liquidity of the relevant deposits, and to carry out risk assessment;

b. Fosun Finance shall ensure the safe operation of the fund management network, ensure the security of funds, control the risk of assets and liabilities, and meet the payment needs of the Group. Fosun Finance will also operate strictly in accordance with the specification for risk monitoring indicators of financial companies promulgated by the NFRA. Major regulatory indicators such as capital adequacy ratio and liquidity ratio of Fosun Finance shall comply with the provisions of the NFRA and other relevant laws and regulations;

c. Fosun Finance undertakes to provide the Group with annual audit reports on a regular basis; and

d. Fosun Finance undertakes that in the event of any circumstances that may endanger the safety of the Group's deposits or other events that may bring risks to the security of funds deposited by the Group, it will promptly inform the Group whereupon the Group shall have the right to immediately and unconditionally withdraw its deposits.

5. Pricing policies

The rates for the comprehensive credit services, deposit services, settlement services and other financial services under the Renewed Financial Services Agreement represents the best of (i) the prevailing market rates, (ii) rates no less favorable to those between the Group and independent third parties for comparable services (on a similar scale), and (iii) rates no less favorable to those for the same kind of services provided by Fosun Finance to other Member Companies of Fosun High Tech (other than the Group).

For the purpose of determining the market rates for such services, the Group will generally consider the prices offered by independent third party service providers of comparable services and similar services and compare to those offered to the Group. In particular, the finance department of the Group will compare the services fees offered by different service providers in respect of comparable services and a similar type of such services (based on the similar type of services).

In assessing the fairness and reasonableness of the pricing terms of the deposit services, we have randomly selected two months in the past 12 months, obtained and reviewed the relevant time deposit records of deposits placed by the Group with Fosun Finance and the corresponding deposit records of deposits placed by the Group with PRC commercial banks in general during such periods with similar nature, tenor and principal amount. As (i) the deposits placed by the Group with Fosun Finance has no distinctive characteristics nor any seasonality patterns; and (ii) is recurring throughout the year, we considered that the samples selected by us had covered the majority of the types of deposits placed by the Group with Fosun Finance, we considered that our random selection method is fair and reasonable. Furthermore, as the deposits placed by the Group with PRC commercial banks in general

mainly comprises state-owned commercial banks in the PRC and other principal banks of the Group which make reference to the benchmark interest rates as published by the PBOC, we consider that the sample deposit rates are fair and representative.

Based on our due diligence review, we noted that the deposit rates for deposits placed by the Group with Fosun Finance were higher than those deposits placed by the Group with such PRC commercial banks, and were in line with the pricing basis of deposit services under the Renewed Financial Services Agreement. We have also reviewed the Renewed Financial Services Agreement and noted that the abovementioned pricing terms for deposit services are the same as those as stipulated under the Financial Services Agreement.

For the settlement services and other financial services, we have obtained the fee schedule for the settlement services and other financial services of Fosun Finance and we were given the understanding that the settlement services and other financial services by Fosun Finance to the Group are currently provided free of charge. We have also reviewed the fee schedule of similar settlement services and other financial services of two PRC commercial banks in general and noted that the fees for settlement services for payment and receipt and other ancillary services relating to settlement services charged by those PRC commercial banks in general were determined with reference to (i) the Notice of the National Development and Reform Commission and the China Banking Regulatory Commission on Issuing the Catalogue of Government-Guided Pricing and Government-Fixed Pricing for Services Provided by Commercial Banks ("關於印發商業銀行服務政府指導價政府定價目錄的通知") issued by the National Development and Reform Commission of the PRC; or (ii) the prevailing market price. We have obtained and reviewed Fosun Finance's fee schedule applicable to the Group for the settlement services and other financial services and noted that such service fees are listed as free of charge. We further reviewed the 2023 Annual Report and the 2024 Annual Report and noted that no expenses of settlement services and other financial services fee to Fosun Finance were incurred during the term of the Financial Services Agreement, hence the settlement services and other financial services offered by Fosun Finance to the Group were conducted on more favourable pricing basis to the Group than those with PRC commercial banks in general, and were in accordance with the pricing terms stipulated in the Renewed Financial Services Agreement. We have also reviewed the Renewed Financial Services Agreement and noted that the abovementioned pricing terms for settlement services and other financial services are the same as those as stipulated under the Financial Services Agreement.

6. The proposed annual caps

(i) *Deposit services*

Set out below are the details of (i) the historical transaction amounts and the existing annual caps for the deposit services under the Financial Services Agreement for each of FY2023, FY2024 and the financial year ending 31 December 2025 ("**FY2025**"); and (ii) the proposed annual caps for the deposit services for each of the financial years

ending 31 December 2026 ("**FY2026**"), 31 December 2027 ("**FY2027**") and 31 December 2028 ("**FY2028**") respectively under the Renewed Financial Services Agreement:

Unit: RMB million

	For the year ended 31 December		For the year ending 31 December
	2023	**2024**	**2025**
Maximum daily balance of deposits placed by the Group with Fosun Finance	1,989.39	1,899.86	1,833.64 *(Note)*
Annual caps	2,000.00	2,000.00	2,000.0
Utilisation rate	*99.47%*	*94.99%*	*91.68%*

Note: For the six months ended 30 June 2025 only.

Unit: RMB million

	For the year ending 31 December		
	2026	**2027**	**2028**
Proposed annual caps (Maximum daily balance of deposits placed by the Group with Fosun Finance)	2,000.00	2,000.00	2,000.00

As set out in the Letter from the Board, the proposed annual caps for the deposit services under the Renewed Financial Services Agreement are determined with reference to (i) the existing scale of the Group's assets, business and revenue; (ii) the possible additional deposits arising from the continuous business development of the Group and the addition of subsidiaries within the service term stipulated in the Renewed Financial Services Agreement, (iii) the diversification and reduction of the overall deposit risk through the diversified deposit channels, and (iv) the historical utilization of the relevant annual caps.

In addition to the factors considered by the Company in arriving at the proposed annual caps for the deposit services as set out above and in the Letter from the Board, we have also considered the following in assessing the fairness and reasonableness of the proposed annual caps for the deposit services under the Renewed Financial Services Agreement:

a. *The historical utilisation of the respective annual caps*

As shown in the table above, the maximum daily balance of deposits placed by the Group with Fosun Finance for FY2023, FY2024 and the six months ended 30 June 2025 amounted to RMB1,989.39 million, RMB1,899.86 million and RMB1,833.64 million, representing an utilisation rate of 99.47%, 94.99% and 91.68% for the existing annual caps under the Financial Services Agreement, respectively. As advised by the Management, the existing annual caps under the Financial Services Agreement were almost fully utilised given the business development of the Group.

b. *The needs for the deposit services arising from the continuous business development of the Group*

The Group has been growing substantially in its scale of operation since its listing on the main board of the Hong Kong Stock Exchange in 2012 in terms of revenue, net cash flows generated from operating activities and cash and bank balances. The Group's revenue for FY2024 was RMB40,910 million, representing a compound annual growth rate ("**CAGR**") of approximately 15.47% compared with that of RMB7,278 million in 2012. The Group's net cash flows generated from operating activities recorded a CAGR of approximately 17.21% from 2012 to 2024, which was generally in line with the revenue growth.

Furthermore, set out below is an analysis on the percentage of maximum daily balance of deposits placed by the Group with Fosun Finance over the Group's total cash and bank balances ("**Fosun Deposit to Cash Ratio**") as at the end of each recent financial year/period based on (i) the maximum daily balance of deposits

placed by the Group with Fosun Finance for each of the years ended 31 December 2014 to 2024 and the six months ended 30 June 2025; and (ii) the Group's cash and bank balances as at the end of each corresponding financial year/period.

Unit: RMB million

	As at/for the year ended 31 December											As at/For the six months ended 30 June
	2014	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
Maximum daily balance of deposits placed by the Group with Fosun Finance	950.37	678.42	678.43	534.69	575.42	979.53	979.62	993.25	994.53	1,989.39	1,899.86	1,833.64
Cash and bank balances	3,696	4,029	5,996	7,249	8,547	9,533	9,962	10,308	16,241	13,694	13,524	12,959
Fosun Deposit to Cash Ratio	25.71%	16.84%	11.31%	7.38%	6.73%	10.28%	9.83%	9.64%	6.12%	14.53%	14.05%	14.15%

We noted that the Group has maintained a robust and stably increasing cash and bank balances over the recent years. The Group's cash and bank balances as at 31 December 2024 of RMB13,524 million represented an increase of approximately 265.91% compared with that of RMB3,696 million as at 31 December 2014.

We further noted that the historical annual caps for deposit services were set at RMB1,000 million since 2014 to 2022, and such annual caps were increased to RMB2,000 million from 2023 to 2025. The increasing cash and bank balances of the Group and the nearly fully utilised historical annual caps for deposit services in the recent financial years/period suggested that the existing level of annual caps is accommodating the Group's increasing need for the deposit services in light of its continued business development as evidenced by the growth in revenue, net cash flows generated from operating activities and cash and bank balances of the Group in general.

Also, as mentioned in the section headed "3. Reasons for and benefits of entering into the Renewed Financial Services Agreement" in this letter, the actual maximum daily balance of deposits placed by the Group with Fosun Finance for FY2023, FY2024 and the six months ended 30 June 2025 were RMB1,989.39 million, RMB1,899.86 million and RMB1,833.64 million, representing a Fosun Deposit to Cash Ratio of approximately 14.53%, 14.05% and 14.15% of the Group's cash and bank balances as at the corresponding year-end or period-end date. The increased Fosun Deposit to Cash Ratio of FY2023, FY2024 and the six months ended 30 June 2025 as compared to the three years ended 31 December 2022 as a result of the increased annual caps appear to increase the flexibility in treasury planning and overall liquidity allocation.

Taking into the account of the post COVID-19 pandemic whereas the Group recorded slight decrease in revenue and the Group's improved net cash flows generated from the operating activities in FY2024, the proposed annual caps for deposit services of RMB2.0 billion represent approximately 15.43% of the cash and bank balances of the Group as at 30 June 2025, which is close to the Fosun Deposit to Cash Ratio given the maximum deposits placed by the Group with Fosun Finance.

Having considered the foregoing, we concur with the Board's view that the determination of the proposed annual caps of RMB2,000 million for each of FY2026, FY2027 and FY2028 is fair and reasonable.

(ii) ***Settlement services and other financial services***

Set out below are the details of (i) the historical transaction amounts and the existing annual caps for the settlement services and other financial services under the Financial Services Agreement for each of FY2023, FY2024 and FY2025; and (ii) the proposed annual caps for the settlement services and other financial services for each of FY2026, FY2027 and FY2028 under the Renewed Financial Services Agreement:

Unit: RMB million

	For the year ended 31 December		**For the year ending 31 December**
	2023	**2024**	**2025**
Fees and charges paid by the Group to Fosun Finance for settlement services and other financial services	Nil	Nil	Nil *(Note)*
Annual caps	1.0	1.0	1.0

Note: For the six months ended 30 June 2025 only.

Unit: RMB million

	For the year ending 31 December		
	2026	**2027**	**2028**
Proposed annual caps	1.0	1.0	1.0

As set out in the Letter from the Board, the proposed annual caps for the settlement services and other financial services under the Renewed Financial Services Agreement are determined with reference to (i) the possible demand for such services arising from the future business requirements and financing needs of the Group; and (ii) the historical annual caps for such services.

We noted that no actual fees and charges for settlement services and other financial services was paid to Fosun Finance by the Group as Fosun Finance has been providing such services to the Group on a free of charge basis since 2014. The proposed annual caps for the settlement services and other financial services of RMB1.0 million for each of FY2026, FY2027 and FY2028 represent a reasonable buffer in the event Fosun Finance charges fees for such settlement services and other financial services in future (which it is entitled to do so under the Renewed Financial Services Agreement on normal commercial terms). Also, the proposed annual caps of RMB1.0 million represent only a negligible portion at approximately 0.1% of the finance costs of the Group of RMB1,431.9 million for FY2024. Having considered the foregoing, we are of the view that the proposed annual caps for settlement service and other financial services of RMB1.0 million for each of FY2026, FY2027 and FY2028 are not excessive.

7. Internal control measures

As set out in the Letter from the Board, pursuant to the requirements of Chapter 14A of the Hong Kong Listing Rules, the Company will disclose in the annual report the review by the Board (including independent non-executive Directors) of the continuing connected transactions entered into every year (including the continuing connected transactions under the Renewed Financial Services Agreement) and confirm that the transactions have been entered into in the ordinary and usual course of business of the Group, in accordance with the relevant agreements governing such transactions on terms (which are normal commercial terms or better to the Company) that are fair and reasonable, and in the interests of the Shareholders of the Company as a whole.

Independent auditors will also review the continuing connected transactions entered into (including the continuing connected transactions under the Renewed Financial Services Agreement) and issue a letter to the Board every year. The conclusion of such review by the auditors will be disclosed in the annual report.

In addition, as part of the Group's internal control systems to ensure that the continuing connected transactions under the Renewed Financial Services Agreement are conducted in accordance with the terms under the Renewed Financial Services Agreement (including but not limited to the pricing policy), the Company has implemented the following internal control procedures.

(i) the Company has formulated an internal policy which sets out the internal control framework and requirements with respect to connected transactions of the Group. All divisions of the Company and subsidiaries of the Company must follow the requirements under the internal policy;

(ii) the management of the Company will closely review the use of services under the Renewed Financial Services Agreement through ongoing and timely enquiries, with a view to monitoring and ensuring that the balance of current and ongoing deposits placed with Fosun Finance is within the proposed annual caps;

(iii) the management of the Company will conduct regular reviews and random inspections to verify whether the price of the connected transaction is in compliance with the above pricing principles including reviewing the transaction records of the Group for similar services.

(iv) the Company shall obtain and review relevant documents of Fosun Finance including its financial statements at least semi-annually to assess its financial risks status, and issue the Continuous Risk Assessment Report.

(v) If the proposed annual caps need to be adjusted due to business development needs or other reasons, arrangements will be made in advance and the relevant requirements of the Hong Kong Listing Rules will be strictly complied with.

The Directors are of the view that the above methods and procedures can ensure that the pricing and other contract terms for the Group's continuing connected transactions are entered into on normal commercial terms in the ordinary course of business of the Group, fair and reasonable and in the interests of the Company and the Shareholders and that the continuing connected transactions are conducted in accordance with the Renewed Financial Services Agreement and in compliance with Chapter 14A of the Hong Kong Listing Rules.

We have obtained and reviewed the internal policy formulated by the Group and reviewed certain samples on the Group's measures to ensure the balance of current and ongoing deposits placed with Fosun Finance is within the proposed annual caps. The Management further advised that the Company has conducted regular reviews and random inspections to ensure the pricing terms of the transactions under the Financial Services Agreement are conducted in accordance with terms thereunder, and will continue to conduct such reviews and inspection on the transactions contemplated under the Renewed Financial Services Agreement.

8. Measures to ensure compliance with the Hong Kong Listing Rules

In addition, pursuant to Rules 14A.55 to 14A.59 of the Hong Kong Listing Rules, the Renewed Financial Services Agreement is subject to the following annual review requirements:

(i) the independent non-executive Directors must review the continuing connected transactions every year and confirm in the annual report and whether the continuing connected transactions have been entered into:

a. in the ordinary and usual course of business of the Group;

b. on normal commercial terms or better; and

c. according to the agreements governing them on terms that are fair and reasonable and in the interests of the Shareholders as a whole;

(ii) the Company must engage its auditors to report on the continuing connected transactions every year. The auditors must provide a letter to the Board confirming whether anything has come to their attention that causes them to believe that the continuing connected transactions:

a. have not been approved by the Board;

b. were not, in all material respects, in accordance with the pricing policies of the Group if the transactions involve the provision of goods or services by the Group;

c. were not entered into, in all material respects, in accordance with the relevant agreement governing the transactions; and

d. have exceeded the annual cap.

(iii) The Company must allow, and ensure that the counterparties to the continuing connected transactions allow, the auditors sufficient access to their records for the purpose of reporting on the transactions; and

(iv) The Company must promptly notify the Hong Kong Stock Exchange and publish an announcement if the independent non-executive Directors and/or the auditors cannot confirm the matters as required.

In light of the annual review and reporting requirements applicable to the Non-exempt Transactions under the Renewed Financial Services Agreement, in particular, (a) there are assigned person or department in charge for collecting and monitoring the terms and transaction amount of each particular transaction under the Renewed Financial Services Agreement; (b) the restriction of the amount of the maximum daily balance of deposits placed

by the Group with Fosun Finance; (iii) the ongoing annual review by the independent non-executive Directors and the auditors of the Company of the terms and the annual caps not being exceeded; and (iv) the internal control measures in place to ensure the Company's conformity with the policies under the Renewed Financial Services Agreement, we are of the view that there are appropriate measures to govern the Company in conducting the transactions contemplated under the Renewed Financial Services Agreement in a view to safeguarding the interests of the Shareholders.

We have obtained and reviewed the annual confirmations by the auditors and noted that nothing has come to their attention that causes them to believe that the historical continuing connected transactions of the Group, including the transactions under the Financial Services Agreement, (i) have not been approved by the Board; (ii) were not, in all material respects, in accordance with the pricing policies of the Group if the transactions involve the provision of goods or services by the Group; (iii) were not entered into, in all material respects, in accordance with the relevant agreement governing the transactions; and (iv) have exceeded the annual cap.

IV. RECOMMENDATION

Having taken into consideration the factors and reasons as stated above, we are of the view that (i) the Renewed Financial Services Agreement has been negotiated on arm's length basis and is on normal commercial terms and in the ordinary and usual course of business of the Group; and (ii) the terms of the Renewed Financial Services Agreement, the transactions contemplated thereunder and the proposed annual caps in respect of the Non-exempt Transactions are fair and reasonable; and (iii) the entering into of the Renewed Financial Services Agreement is in the interests of the Company and its Shareholders as a whole.

Accordingly, we recommend the Independent Board Committee to advise the Independent Shareholders to vote in favour of the ordinary resolutions to approve the Renewed Financial Services Agreement, the Non-exempt Transactions contemplated thereunder and the proposed annual caps at the EGM, and we recommend the Independent Shareholders to vote in favour of the resolutions in this regard.

Yours faithfully,
For and on behalf of
Yue Xiu Capital Limited

Cedric Wu
Associate Director

Mr. Cedric Wu is a licensed person registered with the Securities and Futures Commission and a responsible officer of Yue Xiu Capital Limited to carry out Type 6 (advising on corporate finance) regulated activity under the Securities and Futures Ordinance. He has over 13 years of experience in the accounting and corporate finance industries.

The full text of the proposed draft of the Management Measures for the Appraisal System of the 2025 A Share Option Scheme is set out as follows:

Shanghai Fosun Pharmaceutical (Group) Co., Ltd.*

Management Measures for the Appraisal System of the 2025 A Share Option Incentive Scheme

In order to further ensure the smooth implementation of the 2025 A Share Option Incentive Scheme (the "**2025 A Share Option Scheme**") of Shanghai Fosun Pharmaceutical (Group) Co., Ltd.* (the "**Company**"), and maximise the benefits of share incentives, motivate the executive directors, employee director and senior management personnel of the Company and the employees of the Group (i.e. the Company and its subsidiaries, hereinafter the same) to work diligently so as to guarantee the realisation of the Group's development strategy and business objectives, these measures are hereby formulated according to laws, administrative regulations and regulatory documents and the actual circumstances of the Group.

I. PURPOSE OF APPRAISAL

To further improve the corporate governance structure, establish and enhance the incentive mechanism of the Group, ensure the smooth implementation of 2025 A Share Option Scheme and maximise the benefits of incentives so as to ensure the realisation of Group's development strategy and business objectives.

II. PRINCIPLES OF APPRAISAL

The appraisal must adhere to the principles of just, open and fair and be strictly in compliance with these measures and the performance of the participants so as to realise the linkage between the 2025 A Share Option Scheme and the work performance and contribution of the participants, which in turn help improve the management performance and maximise the interests of the Company and all its shareholders.

III. SCOPE OF APPRAISAL

These measures shall apply to all the participants under the 2025 A Share Option Scheme.

IV. APPRAISAL INSTITUTION

The remuneration and appraisal committee under the board of directors of the Company shall lead and organise the appraisal work, and is responsible for the participants' performance appraisal.

V. APPRAISAL INDICATORS AND STANDARD

1. Performance appraisal at the Group level

Under the scheme, the financial performance indicators of the Group shall be appraised on an annual basis, and the appraisal shall be made once in each financial year. The two sub-indicators i.e. "net profit attributable to the parent (歸母淨利潤)"[1] and "revenue from Innovative Drugs (創新藥品收入)"[2], of each appraisal year shall be assessed to determine the aggregate performance appraisal indicator score at the Group level (X) based on the scores and weights of each sub-indicator in order to further calculate the ratio for the exercise of the A Share Options (M) for the corresponding year, the details of which are set out below:

(i) The aggregate performance appraisal indicator score at the Group level (X) = Σ the score of each sub-indicator × the corresponding weight.

Details of the performance appraisal indicators at the Group level applicable to the exercise of the A share options under the first grant are as follows:

Unit: RMB100 million

Appraisal indicator	Weight	2025 target value	2026 target value	2027 target value	Scoring standard for each sub-indicator (maximum score = 100)
Net profit attributable to the parent[1]	60%	33.2	39.6	47.7	The score of each sub-indicator = (actual value/target value) × 100
Revenue from Innovative Drugs[2]	40%	93.6	112.3	134.8	

In the event of the reserved grant taking place in 2025, the years and specific indicators of the performance appraisal at the Group level applicable to the exercise of such share options under the reserved grant shall be the same as those of the first grant.

1 "Net profit attributable to the parent" refers to net profit attributable to equity holders of the company as set out in the audited financial report of the Group for the relevant financial year prepared in accordance with the China Accounting Standards for Business Enterprises, after excluding the impact of share-based payment expenses of the scheme and other share incentive schemes of the Company (if any).

2 "Innovative Drugs" mainly include innovative drugs, biosimilars, improved new drugs and other drugs with high technological barriers formed through technological innovation. "Revenue from Innovative Drugs" shall be determined based on the data calculated in accordance with the China Accounting Standards for Business Enterprises as set out in the annual report of the Group for the corresponding appraisal year.

In the event of the reserved grant taking place in 2026, the years of the performance appraisal at the Group level applicable to the exercise of such share options under the reserved grant shall be the two financial years of 2026 and 2027, and the appraisal shall be conducted once in each financial year, and details of the performance appraisal indicators at the Group level applicable to the exercise of such share options are as follows:

Unit: RMB100 million

Appraisal indicator	**Weight**	**2026 target value**	**2027 target value**	**Scoring standard for each sub-indicator (maximum score = 100)**
Net profit attributable to the parent[1]	60%	39.6	47.7	The score of each sub-indicator = (actual value/target value) × 100
Revenue from Innovative Drugs[2]	40%	112.3	134.8	

With respect to any appraisal year, if the aggregate performance appraisal indicator score at the Group level (X) does not reach 80 points, all corresponding A Share Options granted to the participants for such appraisal year shall not be exercised, and shall be cancelled by the Company.

(ii) The relationship between the aggregate performance appraisal indicator score at the Group level (X) and the exercise ratio (M) for the corresponding year is set out below:

Range of the aggregate performance appraisal indicator score at the Group level (X)	**Exercise ratio (M)*Note***
X < 80 points	0
80 points ≤ X < 85 points	70%
85 points ≤ X < 90 points	80%
90 points ≤ X < 95 points	90%
95 points ≤ X ≤ 100 points	X%

Note: If the number of options that can be exercised for a participant is not an integer due to the exercise ratio (M), it will be rounded to the nearest integer.

2. Performance appraisal at the individual level

Where the performance targets at the Group level have been achieved, a participant is only entitled to exercise the share options if he or she has achieved the benchmark of "Target Achieved" or above in his or her performance appraisal at the individual level in the corresponding appraisal year in accordance with the relevant management system of the Group in respect of remuneration and performance appraisal, otherwise, the A share options granted to him or her for the corresponding appraisal year shall not be exercised and shall be cancelled by the Company.

VI. PERIOD AND FREQUENCY OF APPRAISAL

The appraisal period for exercising the A share options under the 2025 A Share Option Scheme first grant will be three financial years from 2025 to 2027, and to be conducted once in each financial year.

In the event the reserved grant taking place in 2025, the applicable period and detailed indicators for the appraisal shall be of the same of those of the first grant. In the event of the reserved grant taking place in 2026, the applicable appraisal period for exercising the A share options under the reserved grant shall be two financial years (i.e. 2026 and 2027) and to be conducted once in each financial year.

VII. PROCEDURES OF APPRAISAL

The Company's Human Resources Department shall be responsible for the specific appraisal work under the guidance of the remuneration and appraisal committee of the board of directors of the Company. It shall preserve the appraisal results based on which a performance appraisal report shall be formulated and submitted to the remuneration and appraisal committee of the board of directors.

VIII. MANAGEMENT OF APPRAISAL RESULTS

1. Feedback and appeals on appraisal results

The participants shall have the right to be informed of their appraisal results. The relevant performance appraisers of the Company shall provide formal feedback to and communicate with participants on the appraisal results upon completion of the appraisal every year. In the case of any objections to the annual performance appraisal results, the participants may file an appeal in accordance with the performance appraisal appeal procedures stipulated in the relevant remuneration and performance appraisal management system of the Group.

2. Filing of appraisal results

After completion of the appraisal, the appraisal results shall be filed and kept as confidential information by the Human Resources Department of the Company.

IX. MISCELLANEOUS

1. The board of directors of the Company shall be responsible for the formulation, interpretation and modification of these measures.

2. These measures shall be implemented upon approval at the general meeting of the Company and after the 2025 A Share Option Scheme becomes effective.

1. RESPONSIBILITY STATEMENT

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

2. DISCLOSURE OF INTEREST

(a) Interests and short positions of Directors and chief executives in Shares, underlying Shares and debentures of the Company

As at the Latest Practicable Date, the interests or short positions of the Directors and chief executive of the Company in the shares, underlying shares and debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which should be recorded in the register required to be kept by the Company pursuant to Section 352 of the SFO, or as otherwise should be notified to the Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO and the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Hong Kong Listing Rules (the "**Model Code**") were as follows:

(i) *Long positions in the Shares, underlying shares and debentures of the Company*

Name	Capacity	Class of Shares	Number of Shares[(1)]	Approximate percentage of Shares in relevant class of Shares
Mr. Chen	Beneficial owner	H Share	20,000(L)	0.004%
	Beneficial owner	A Share	134,000(L)	0.01%
Ms. Guan	Beneficial owner	H Share	25,000(L)	0.005%
	Beneficial owner	A Share	267,743(L)	0.01%
Mr. Wen	Beneficial owner	H Share	20,000(L)	0.004%
	Beneficial owner	A Share	81,743(L)	0.004%
Mr. Wang	Beneficial owner	H Share	20,000(L)	0.004%
	Beneficial owner	A Share	303,516(L)	0.01%
Mr. Chen Qiyu	Beneficial owner	A Share	114,075(L)	0.01%

Name	Capacity	Class of Shares	Number of Shares[1]	Approximate percentage of Shares in relevant class of Shares
Mr. Wu Yifang	Beneficial owner	H Share	373,000(L)	0.07%
	Beneficial owner	A Share	834,776(L)	0.04%
Ms. Yan Jia	Beneficial owner	A Share	6,271(L)	0.0003%
Mr. Liu	Beneficial owner	H Share	20,000(L)	0.004%
	Beneficial owner	A Share	15,444(L)	0.001%

Note:

(1) (L) — Long position

(ii) ***Long positions in the shares, underlying shares and debentures of the Company's associated corporations (within the meaning of Part XV of the SFO)***

Name	Name of associated corporation	Class of Shares	Capacity	Number of Shares[1]	Approximate percentage of Shares in relevant class of Shares
Mr. Chen	Fosun International	Ordinary share	Beneficial owner	1,940,000(L)	0.02%
Ms. Guan	Fosun International	Ordinary share	Beneficial owner	1,600,000(L)	0.02%
Mr. Wang	Fosun International	Ordinary share	Beneficial owner	1,660,000(L)	0.02%
Mr. Chen Qiyu	Fosun International	Ordinary share	Beneficial owner	39,330,400(L)	0.48%
Mr. Pan Donghui	Fosun International	Ordinary share	Beneficial owner	18,574,484(L)	0.23%
Mr. Wu Yifang	Fosun International	Ordinary share	Beneficial owner	960,000(L)	0.01%
Ms. Yan Jia	Fosun International	Ordinary share	Beneficial owner	35,795(L)	0.0004%
Mr. Liu	Sisram Medical	Ordinary share	Beneficial owner	195,000(L)	0.04%

Note:

(1) (L) — Long position

(b) Interests and short positions of substantial shareholders of the Company in Shares and underlying Shares

As at the Latest Practicable Date, so far as is known to the Directors of the Company, the persons or entities, other than the Directors or chief executive of the Company, who had interests or short positions in the Shares or underlying shares of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who were deemed to be directly or indirectly interested in 5% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of the Company were as follows:

Name of Shareholders	Nature of Interest	Class of Shares	Number of Shares[1]	Approximate percentage of Shares in relevant class of Shares
Fosun High Tech	Beneficial owner	H Share	71,533,500(L)	12.96%
	Beneficial owner	A Share	889,890,955(L)[2]	42.00%
Fosun International	Beneficial owner	H Share	6,000,000(L)	1.09%
	Interest of a controlled corporation	H Share	71,533,500(L)[3]	12.96%
	Interest of a controlled corporation	A Share	889,890,955(L)[4]	42.00%
Fosun Holdings	Interest of a controlled corporation	H Share	77,533,500(L)[5]	14.05%
	Interest of a controlled corporation	A Share	889,890,955(L)[4]	42.00%
Fosun International Holdings	Interest of a controlled corporation	H Share	77,533,500(L)[5]	14.05%
	Interest of a controlled corporation	A Share	889,890,955(L)[4]	42.00%
Mr. Guo Guangchang	Interest of a controlled corporation	H Share	77,533,500(L)[5]	14.05%
	Interest of a controlled corporation	A Share	889,890,955(L)[4]	42.00%
	Beneficial owner	A Share	114,075(L)	0.01%

Notes:

(1) (L) — Long position

(2) As at the Latest Practicable Date, 612,675,000 Shares of these shares were under pledge, and the proceeds from the loan(s) to which the share pledge relates are to be applied towards repayment of Fosun High Tech's own debt(s).

(3) The Shares are held by Fosun High Tech. Fosun High Tech is wholly owned by Fosun International and therefore Fosun International is deemed to be interested in these Shares.

(4) These Shares are held by Fosun High Tech. As at the Latest Practicable Date, Fosun High Tech is wholly owned by Fosun International, which in turn is owned as to 72.50% by Fosun Holdings, and Fosun Holdings is wholly owned by Fosun International Holdings. As Fosun International Holdings is owned as to 85.29% by Mr. Guo Guangchang, Fosun International, Fosun Holdings, Fosun International Holdings and Mr. Guo Guangchang are deemed to be interested in these Shares.

(5) These Shares, of which 71,533,500 Shares are held by Fosun High Tech, and of which 6,000,000 Shares are held by Fosun International. As at the Latest Practicable Date, Fosun High Tech is wholly owned by Fosun International, which in turn is owned as to 72.50% by Fosun Holdings, and Fosun Holdings is wholly owned by Fosun International Holdings. As Fosun International Holdings is owned as to 85.29% by Mr. Guo Guangchang, Fosun Holdings, Fosun International Holdings and Mr. Guo Guangchang are deemed to be interested in these Shares.

(6) As at the Latest Practicable Date, (i) Mr. Chen, an executive Director, served as a senior vice president of Fosun International, (ii) Ms. Guan, an executive Director, served as a vice president of Fosun International, (iii) Mr. Wang, an executive Director, served as an executive president of Fosun International, (iv) Mr. Chen Qiyu, a non-executive Director, served as an executive director and a co-chief executive officer of Fosun International, and the chairman of the board of directors of Fosun High Tech, (v) Mr. Pan Donghui, a non-executive Director, served as an executive director, an executive president, and the chief human resources officer of Fosun International, and (vi) Mr. Wu Yifang, a non-executive director, served as an executive president of Fosun International.

3. COMPETING INTEREST OF THE DIRECTORS

As at the Latest Practicable Date, none of the Directors or their respective close associates was interested in any business which competes or is likely to compete, either directly or indirectly, with the business of the Group as required to be disclosed pursuant to the Hong Kong Listing Rules.

4. MATERIAL ADVERSE CHANGE

The Directors confirm that, as at the Latest Practicable Date, they are not aware of any material adverse change in the financial or trading position of the Group since 31 December 2024, being the date to which the latest published audited consolidated financial statements of the Company were made up.

5. DIRECTORS' SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had entered, or proposed to enter, into a service contract with any member of the Group which is not determinable by the Group within one year without payment of compensation (other than statutory compensation).

6. MATERIAL INTERESTS OF THE DIRECTORS

As at the Latest Practicable Date, none of the Directors had any interest, directly or indirectly, in any assets which had been, since 31 December 2024, being the date on which the latest audited consolidated accounts of the Group were made up, acquired or disposed of by or leased to any member of the Group, or were proposed to be acquired, disposed of by or leased to any member of the Group.

None of the Directors was materially interested in any contract or arrangement subsisting as at the Latest Practicable Date which is significant in relation to the business of the Group.

7. EXPERT'S QUALIFICATION AND CONSENT

The following is the qualification of the expert who has given opinion or advice contained in this circular:

Name	Qualification
Yue Xiu Capital Limited	A corporation licensed to carry out Type 6 (advising on corporate finance) regulated activity under the SFO

Yue Xiu Capital Limited has given and has not withdrawn its written consent to the issue of this circular with the inclusion of its letter and/or references to its name in the form and context in which they respectively appear.

As at the Latest Practicable Date, Yue Xiu Capital Limited (i) did not have any direct or indirect interest in any assets which had been acquired, disposed of by, or leased to any member of the Group, or was proposed to be acquired, or disposed of by, or leased to any member of the Group, since 31 December 2024, being the date to which the latest audited financial statements of the Group were made up; and (ii) was not beneficially interested in the share capital of any member of the Group and did not have any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group.

8. DOCUMENTS AVAILABLE ON DISPLAY

A copy of the following documents will be published on the websites of the Hong Kong Stock Exchange (http://www.hkexnews.hk) and the Company (http://www.fosunpharma.com) for at least 14 days prior to the date of the EGM and will be available for inspection at the EGM.

(a) the 2025 A Share Option Scheme;

(b) the 2025 H Share RSU Scheme; and

(c) the Renewed Financial Services Agreement.

FOSUN PHARMA
復星医药

上海復星醫藥（集團）股份有限公司
Shanghai Fosun Pharmaceutical (Group) Co., Ltd.*

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

(Stock Code: 02196)

NOTICE OF 2025 FIRST EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the 2025 first extraordinary general meeting ("**EGM**") of Shanghai Fosun Pharmaceutical (Group) Co., Ltd.* (the "**Company**") will be held at 1:30 p.m. on Thursday, 23 October 2025 at Sky Fortune Boutique Hotel Shanghai, No. 358 Hong Xu Road, Shanghai, the PRC (or any adjournment thereof) for the purposes of considering and, if thought fit, passing (with or without modifications) the following resolutions. Unless otherwise indicated, capitalised terms used herein shall have the same meanings as defined in the circular of the Company dated 29 September 2025.

SPECIAL RESOLUTIONS

1. To consider and approve the adoption of the 2025 A Share Option Scheme.

2. To consider and approve the adoption of the Management Measures for the Appraisal System of the 2025 A Share Option Scheme.

3. To consider and approve the mandate to be granted to the Board to deal with matters pertaining to the 2025 A Share Option Scheme.

4. To consider and approve the adoption of the 2025 H Share RSU Scheme.

5. To consider and approve the mandate to be granted to the Board to deal with matters pertaining to the 2025 H Share RSU Scheme.

ORDINARY RESOLUTIONS

6. To consider and approve, subject to the adoption of the 2025 H Share RSU Scheme:

   6.1 the grant of 953,500 RSUs to Mr. Chen Yuqing;

   6.2 the grant of 686,500 RSUs to Ms. Guan Xiaohui;

   6.3 the grant of 686,500 RSUs to Mr. Wen Deyong;

   6.4 the grant of 610,200 RSUs to Mr. Wang Kexin; and

   6.5 the grant of 762,800 RSUs to Mr. Liu Yi.

7. To consider and approve the Renewed Financial Services Agreement dated 26 August 2025 entered into between the Company and Fosun Finance, the transactions contemplated thereunder and the proposed annual caps in respect of the deposit, settlement and other financial services, and to authorise the management of the Company or its authorised persons to deal with specific matters pertaining to the Renewed Financial Services Agreement.

8. To consider and approve the Renewed Products/Services Mutual Supply Framework Agreement entered into between the Company and Sinopharm on 26 August 2025 and to authorise the management of the Company or its authorised persons to deal with specific matters pertaining to the Renewed Products/Services Mutual Supply Framework Agreement.

By order of the Board
Shanghai Fosun Pharmaceutical (Group) Co., Ltd.*
Chen Yuqing
Chairman

Shanghai, the PRC

29 September 2025

As at the date of this notice, the executive directors of the Company are Mr. Chen Yuqing, Ms. Guan Xiaohui, Mr. Wen Deyong and Mr. Wang Kexin; the non-executive directors of the Company are Mr. Chen Qiyu, Mr. Pan Donghui and Mr. Wu Yifang; the independent non-executive directors of the Company are Mr. Yu Tze Shan Hailson, Mr. Wang Quandi, Mr. Chen Penghui and Mr. Yang Yucheng; and the employee director of the Company is Ms. Yan Jia.

Notes:

1. A holder of H Shares entitled to attend and vote at the EGM is entitled to appoint one or more proxies to attend the EGM and vote by poll instead of him/her. A proxy need not be a Shareholder. If more than one proxy is so appointed, the appointment shall specify the number of H Shares in respect of which each such proxy is so appointed.

2. In order to be valid, the form of proxy together with the power of attorney or other authority (if any) under which it is signed or a certified copy thereof, must be deposited at the Company's Hong Kong share registrar for H Shares, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong no later than 24 hours before the time appointed for the convening of the EGM. Return of the form of proxy will not preclude any holder of H Shares from attending the EGM and voting in person if such shareholder so wishes and in such event, the form of proxy will be deemed to be revoked.

3. For the purpose of determining the entitlement of Shareholders to attend and vote at the EGM, the register of holders of H Shares will be closed from Monday, 20 October 2025 to Thursday, 23 October 2025 (both days inclusive). In order to qualify for attending and voting at the EGM, unregistered holders of H Shares should ensure that all transfer documents for H Shares together with the relevant Share certificates should be lodged for registration with the Company's Hong Kong share registrar for H Shares, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong no later than 4:30 p.m. on Friday, 17 October 2025.

4. Shareholders who attend the EGM in person or by proxy shall bear their own travelling and accommodation expenses.

5. This Notice of EGM is dispatched to the holders of H Shares only. The notice of EGM to the holders of A Shares and proxy form are separately published on the websites of the Company (https://www.fosunpharma.com) and the Shanghai Stock Exchange (https://www.sse.com.cn).

* *for identification purposes only*