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Pharmaron Beijing Co., Ltd. **康龍化成(北京)新藥技術股份有限公司**

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

(Stock Code: 3759)

- (1) PROPOSED ADOPTION OF THE 2026 H SHARE AWARD AND TRUST SCHEME;**
- (2) PROPOSED GRANT OF THE REPURCHASE MANDATE;**
- (3) PROPOSED AUTHORIZATION FOR ISSUANCE OF OFFSHORE DEBT FINANCING INSTRUMENTS;**
- (4) PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION;**
- (5) PROPOSED AMENDMENTS TO THE RULES OF PROCEDURE FOR THE GENERAL MEETINGS;**
- (6) PROPOSED AMENDMENTS TO THE EXTERNAL GUARANTEE MANAGEMENT POLICY;**
- AND**
- (7) NOTICES OF THE FIRST EXTRAORDINARY GENERAL MEETING OF 2026 AND THE FIRST H SHARE CLASS MEETING OF 2026**

A letter from the Board is set out on pages 3 to 14 of this circular. Notices convening the EGM and the H Share Class Meeting on Thursday, September 10, 2026 at 2:30 p.m. to be held at 6 Tai-He Road, Economic Technological Development Area, Beijing, the PRC are set out in this circular. This circular will be despatched with the form(s) of proxy by the Company on Tuesday, August 25, 2026 and also published and made available for downloading on the websites of The Stock Exchange of Hong Kong Limited (<http://www.hkexnews.hk>) and of the Company (www.pharmaron.com).

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

August 25, 2026

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DEFINITIONS

In this circular, the following expressions shall have the meanings set out below unless the context requires otherwise:

“2022 A Share Incentive Scheme”	the 2022 Restricted A Share Incentive Scheme of the Company
“2023 A Share Incentive Scheme”	the 2023 Restricted A Share Incentive Scheme of the Company
“2025 H Share Award and Trust Scheme”	the 2025 H Share Award and Trust Scheme of the Company
“2026 H Share Scheme”	the 2026 H Share Award and Trust Scheme of the Company to be adopted pursuant to the resolution proposed at the EGM
“A Share(s)”	ordinary share(s) of the Company with nominal value of RMB1.00 each which are listed on the Shenzhen Stock Exchange
“A Share Class Meeting”	the first A Share class meeting of 2026 of the Company to be held on Thursday, September 10, 2026
“A Shareholder(s)”	holder(s) of A Shares
“Articles”, “Articles of Association”	the articles of association of the Company, as amended from time to time
“Board” or “Board of Directors”	the board of Directors of the Company
“Class Meetings”	the A Share Class Meeting and the H Share Class Meeting
“Company”	Pharmaron Beijing Co., Ltd. (康龍化成(北京)新藥技術股份有限公司), a joint stock company incorporated in the People’s Republic of China with limited liability, the A Shares of which are listed on the Shenzhen Stock Exchange (stock code: 300759) and the H Shares of which are listed on the Hong Kong Stock Exchange (stock code: 3759)
“Director(s)”	directors of the Company
“EGM”	the first extraordinary general meeting of 2026 of the Company to be held on Thursday, September 10, 2026 at 2:30 p.m. or any adjournment thereof
“First H Share Award and Trust Scheme”	the First H Share Award and Trust Scheme of the Company

DEFINITIONS

“H Share(s)”	overseas-listed foreign invested ordinary share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which are listed on the Main Board of the Stock Exchange
“H Share Class Meeting”	the first H Share class meeting of 2026 of the Company to be held on Thursday, September 10, 2026
“H Shareholder(s)”	holder(s) of H Shares
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“H Shares Registrar”	Tricor Investor Services Limited, the H Shares registrar of the Company
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Latest Practicable Date”	Friday, August 21, 2026, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained in this circular
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
“PRC”	the People’s Republic of China
“Repurchase Mandate”	a general mandate granted to the Board to repurchase and deal with H Shares not exceeding 1.9511% of the number of the Company’s shares in issue (excluding any treasury H Shares) at the time of the EGM, to be proposed at the EGM and the Class Meetings
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	A Share(s) and H Share(s)
“Shareholder(s)”	the holder(s) of the Share(s)
“Shenzhen Stock Exchange”	The Shenzhen Stock Exchange
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“USD”	United States dollar, the lawful currency of the United States
“%”	per cent

LETTER FROM THE BOARD



Pharmaron Beijing Co., Ltd.
康龍化成(北京)新藥技術股份有限公司

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

(Stock Code: 3759)

Executive Directors:

Dr. Lou Boliang (*Chairman*)

Mr. Lou Xiaoqiang

Ms. Zheng Bei

Employee representative Director:

Mr. Li Shing Chung Gilbert

Non-executive Director:

Ms. Wan Xuan

Independent non-executive Directors:

Ms. Li Lihua

Prof. Tsang King Fung

Ms. Shen Rong

Registered office, Headquarters and

principal place of business in the PRC:

8th Floor, Block 1

6 Tai-He Road

Beijing Economic Technological

Development Area

Beijing

China

Place of business in Hong Kong:

40th Floor, Dah Sing Financial Centre

No. 248 Queen's Road East

Wanchai

Hong Kong

August 25, 2026

To the Shareholders:

Dear Sir or Madam,

(1) PROPOSED ADOPTION OF THE 2026 H SHARE AWARD AND TRUST SCHEME;

(2) PROPOSED GRANT OF THE REPURCHASE MANDATE;

**(3) PROPOSED AUTHORIZATION FOR ISSUANCE OF OFFSHORE DEBT
FINANCING INSTRUMENTS;**

(4) PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION;

**(5) PROPOSED AMENDMENTS TO THE RULES OF PROCEDURE FOR THE
GENERAL MEETINGS;**

**(6) PROPOSED AMENDMENTS TO THE EXTERNAL GUARANTEE
MANAGEMENT POLICY;**

AND

**(7) NOTICES OF THE FIRST EXTRAORDINARY GENERAL MEETING OF 2026
AND THE FIRST H SHARE CLASS MEETING OF 2026**

LETTER FROM THE BOARD

1. INTRODUCTION

The purpose of this circular is to provide the Shareholders with information in respect of certain resolutions to be proposed at the EGM and the relevant Class Meetings to be held on Thursday, September 10, 2026 at 2:30 p.m. to enable you to make an informed decision on whether to vote for or against the proposed resolutions at the EGM and the Class Meetings. For the details of the proposed resolutions at the EGM and the H Share Class Meeting, please also refer to the Notices of the EGM and the H Share Class Meeting enclosed with this circular.

SPECIAL RESOLUTIONS

2. PROPOSED ADOPTION OF THE 2026 H SHARE AWARD AND TRUST SCHEME

Reference is made to the announcement of the Company dated July 24, 2026 in relation to, among other things, the proposed adoption of the 2026 H Share Award and Trust Scheme (the “**2026 H Share Scheme**”).

In order to ensure the continuity, compliance and operability of the Company’s equity incentive mechanism, to fully mobilize the enthusiasm and creativity of employees, enhance the cohesion of the core team and the Company’s core competitiveness, and to promote the Company’s continuous, stable and high-quality development, the Board has resolved and approved the 2026 H Share Scheme for a limit of 28,000,000 H Shares (representing 7.82% of the issued H Shares (excluding treasury H Shares) at the time of the EGM), sourced from a combination of treasury H Shares that may be repurchased and new H Shares that may be issued by the Company, provided that the issuance of new H Shares shall comply with the requirements of the Articles of Association and no new H Shares may be issued under the 2026 H Share Scheme within 12 months of the issuance of any H Shares either by way of placing or subscription. It is contemplated that the 2026 H Share Scheme will be valid for a period of 10 years from the date of its adoption. The provisions of the 2026 H Share Scheme will comply with the requirements of Chapter 17 of the Listing Rules.

The Board (including the independent non-executive Directors) considers that the principal terms of the 2026 H Share Scheme align with its stated purposes as set out in Rule 2 of the 2026 H Share Scheme. In particular:

- 1) Participants and basis of their eligibility: participation in the 2026 H Share Scheme is limited to eligible employees selected with regard to their work performance and contribution to the Group. This eligibility basis directly furthers the purposes of attracting, motivating and retaining skilled and experienced personnel, recognizing the contributions of the Company’s leadership and long standing employees, and aligning their interests with those of the Company and its shareholders;
- 2) Vesting period: Awards are subject to a minimum vesting period of 12 months (save in the limited circumstances set out in Rule 7.4 of the 2026 H Share Scheme). This minimum vesting period supports the long-term incentive objectives, while the limited

LETTER FROM THE BOARD

exceptions preserve the flexibility necessary to address specific circumstances without undermining those objectives. The Company is of the view that: (i) a strict 12-month vesting requirement would not be fair to holders in certain instances, e.g., when certain grants made under other H share schemes cannot be vested according to their original vesting periods due to administrative reasons; (ii) the Company needs flexibility to reward exceptional performers with accelerated vesting; and (iii) the Company should be allowed to formulate its own talent recruitment and retention strategies in response to changing market conditions, with flexibility to impose performance-based vesting conditions instead of time-based criteria, so as to align with the purpose of the 2026 H Share Scheme to attract, motivate and retain skilled and experienced personnel to strive for the future development and expansion of the Group;

- 3) Performance targets: the Board or its delegatee may impose performance targets with reference to the Group's business performance, financial condition and the prevailing market conditions. Where imposed, such targets ensure that vesting reflects genuine contribution by the relevant employees, thereby reinforcing the purposes of rewarding contribution and improving the interests balance mechanism among the Shareholders, the Company and its employees;
- 4) Purchase price: no price or fee is required for the acceptance of an award share unless otherwise specified by the Board or its delegatee. Granting equity interests without cost to participants of the 2026 H Share Scheme is consistent with, and directly supports, the purpose of incentivizing eligible employees; and
- 5) Clawback mechanism: the 2026 H Share Scheme requires the return of vested award shares, and provides for the forfeiture of unvested award shares, in the prescribed circumstances set out in Rule 6 of the 2026 H Share Scheme. This clawback mechanism operates as an appropriate safeguard that reinforces the purpose of rewarding sustained contribution while protecting the interests of the Company and the Shareholders.

The 2026 H Share Scheme shall become effective upon the passing of the relevant resolution by the Shareholders at the EGM. In connection with the proposed adoption of the 2026 H Share Scheme, the Board will also propose that the Shareholders approve the Repurchase Mandate (as further described under paragraph 3 below) for, amongst other purposes, the fulfilment of the 2026 H Share Scheme.

A special resolution will be proposed at the EGM to consider and approve the adoption of the 2026 H Share Scheme. The full text of the 2026 H Share Scheme is set out in Appendix I to this circular.

The Company will formulate plans regarding the amount and terms of awards to be granted under the 2026 H Share Scheme (subject to which becoming effective upon satisfaction of the conditions mentioned in the paragraph above) taking into account a number of factors, including but not limited to: (i) the availability of other share incentive schemes of the Group adopted and to

LETTER FROM THE BOARD

be adopted by the Company from time to time, (ii) the prevailing market price of the A Shares and H Shares of the Company, and (iii) the financial and operating performance of the Group. As at the Latest Practicable Date, the Company has no plans to make any grant under the 2026 H Share Scheme.

As at the Latest Practicable Date, the trustee of the 2026 H Share Scheme, if appointed, is expected to be a professional trustee and an independent third party of the Company and its connected persons. None of the Directors is and will be the Trustee (if appointed) of the 2026 H Share Scheme or has or will have any direct or indirect interest in the Trustee (if appointed).

The share schemes of the Company currently in force include: (i) First H Share Award and Trust Scheme adopted on December 11, 2020, (ii) 2022 A Share Incentive Scheme adopted on May 31, 2022, (iii) 2023 A Share Incentive Scheme adopted on June 21, 2023, and (iv) 2025 H Share Award and Trust Scheme adopted on June 20, 2025. As at the Latest Practicable Date, the Company may make further awards underlying up to 19,577,601 H Shares under the First H Share Award and Trust Scheme and the 2025 H Share Award and Trust Scheme, and no awards are available for future grant in connection with the Company's 2022 A Share Incentive Scheme and 2023 A Share Incentive Scheme. Save as disclosed, the Company has not adopted any share option or award schemes.

As at the Latest Practicable Date, the Company held 1,866,830 treasury H Shares, which had been designated to be utilized as share awards under the 2025 H Share Award and Trust Scheme.

As at the Latest Practicable Date, details of the outstanding awards of the active share schemes of the Company are set out below:

(i) First H Share Award and Trust Scheme

Category of grantee	Date of grant	Grant price	Vesting period	Number of	Number
				unvested awards as at the Latest Practicable Date	of awards available for grant as at the Latest Practicable Date
Employees	July 2, 2025	N/A	Vested over a two-year period with 50% and 50% of total shares vesting on the first trading date after each anniversary date after the respective vesting commencement date upon meeting certain vesting conditions, and shall last until the last trading dates by the next anniversary date.	978,217	17,493,118

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(ii) 2022 A Share Incentive Scheme

Category of grantee	Date of grant	Grant price ⁽¹⁾	Vesting period	Number of Number of unvested awards as at the Latest Practicable Date	Number of awards available for grant as at the Latest Practicable Date
Employees	July 28, 2022	RMB24.95	Vested over a four-year period, with 25%, 25%, 25% and 25% of total shares vesting on the first trading date after each anniversary date after the vesting commencement date upon meeting certain performance conditions, and shall last until the last trading dates by the next anniversary date	659,763	0

(iii) 2023 A Share Incentive Scheme

Category of grantee	Date of grant	Grant price ⁽¹⁾	Vesting period	Number of Number of unvested awards as at the Latest Practicable Date	Number of awards available for grant as at the Latest Practicable Date
Employees	July 7, 2023	RMB18.25	Vested over a four-year period, with 25%, 25%, 25% and 25% of total shares vesting on the first trading date after each anniversary date after the vesting commencement date upon meeting certain performance conditions, and shall last until the last trading dates by the next anniversary date	421,749	0

LETTER FROM THE BOARD

(iv) 2025 H Share Award and Trust Scheme

Category of grantee	Date of grant	Grant price	Vesting period ⁽²⁾	Number of unvested awards as at the Latest Practicable Date	Number of awards available for grant as at the Latest Practicable Date
Employees	July 2, 2026	N/A	Vested over a four-year period, with 25%, 25%, 25% and 25% of total shares vesting on the first trading date after the vesting commencement date upon meeting certain performance conditions, and shall last until the last trading dates by the next anniversary date	3,884,312	2,084,483

Notes:

- (1) The respective grant price of the 2022 A Share Incentive Scheme and the 2023 A Share Incentive Scheme have been adjusted following the Company's previous rounds of capitalization of reserve and profit distribution.
- (2) For details, please refer to the Company's announcement dated July 2, 2026.

Proposed authorization to the Board to handle matters relating to the 2026 H Share Scheme

In order to implement the 2026 H Share Scheme, pursuant to the provisions of the relevant laws, regulations and regulatory documents such as the Listing Rules and the Articles of Association, it is hereby proposed to authorize the Board to set up a management committee of the 2026 H Share Scheme as its authorized representatives to take all relevant measures and deal with all relevant matters to approve and execute on behalf of the Company such documents as are necessary, appropriate or expedient for the purpose of giving effect and implementation of the 2026 H Share Scheme and to handle matters relating to the 2026 H Share Scheme, including but not limited to the following:

- (1) to manage and operate the 2026 H Share Scheme, exercising all powers delegated to the authorized representative pursuant to the 2026 H Share Scheme;

LETTER FROM THE BOARD

- (2) to grant awarded shares under the 2026 H Share Scheme, and to transfer such number of treasury H Shares as required to be transferred or issue such number of new H Shares as required to be issued, from time to time, and utilized pursuant to the awarded shares granted under the terms and conditions of the 2026 H Share Scheme and the Listing Rules;
- (3) subject to compliance with Chapter 17 of the Listing Rules (including but not limited to Rule 17.03(18)), to amend, or consent to such amendment to the 2026 H Share Scheme from time to time, provided that such amendment shall be made in accordance with the provisions of the 2026 H Share Scheme relating to amendment and shall comply with Chapter 17 of the Listing Rules;
- (4) to obtain all necessary consents, approvals and authorizations from any governmental and regulatory bodies in respect of the approval, filing and amendments of the 2026 H Share Scheme; and
- (5) to make all necessary registration, amendments and filing with applicable company registration authorities.

3. PROPOSED GRANT OF THE REPURCHASE MANDATE

In order to preserve the value of the Company and protect Shareholders' interests, and to obtain H Shares needed for the 2026 H Share Scheme without affecting the public float requirements of the Stock Exchange, a special resolution will be proposed at the EGM, the H Share Class Meeting and the A Share Class Meeting to approve the grant of the Repurchase Mandate to the Board or its authorized persons to repurchase and deal with H Shares or similar rights not exceeding 1.9511% of the number of the Company's shares in issue (excluding any treasury H Shares) at the time of the EGM. Assuming there are no further changes to the Company's share capital between the Latest Practicable Date and the date of the EGM, the maximum number of H Shares which may be repurchased under the proposed Repurchase Mandate would be 35,811,105 H Shares, representing approximately 10% of the issued H Shares (excluding treasury H Shares).

Pursuant to the Repurchase Mandate, the Board or its authorized persons shall be empowered to:

- (1) formulate and implement specific repurchase plans, including but not limited to determining the repurchase price, the number of repurchased shares, the total amount of funds for the share repurchase and their sources, and determine the time and duration of repurchase, etc.;
- (2) notify creditors and issue announcements in accordance with the requirements of relevant laws, regulations, normative documents and the Articles of Association;

LETTER FROM THE BOARD

- (3) carry out the relevant approval and filing procedures as required by regulatory authorities and the stock exchanges in the place where the shares of the Company are listed;
- (4) execute, sign and take all such documents, actions, things or steps as are considered appropriate, necessary or expedient in connection with, and to give effect to, the proposed share repurchase in accordance with the requirements of relevant laws and regulations and the listing rules of the stock exchange(s) on which the Company's shares are listed;
- (5) hold the repurchased H Shares as treasury shares, and in due course sell such treasury H Shares, use them to satisfy equity incentive plans or take such other actions as permitted by the listing rules of the stock exchanges on which the Company's shares are listed, and complete the relevant registration and filing procedures under applicable laws both inside and outside the PRC; and/or
- (6) execute and handle other documents and matters related to the repurchase of H Shares.

The Repurchase Mandate is to remain in force from the date of passing of the relevant resolution at the EGM until the earliest of: (i) the date falling 12 months from the date on which the relevant resolution is passed at the EGM; (ii) the date of conclusion of the Company's 2026 annual general meeting; or (iii) at the time of passing a special resolution by the shareholders of the Company at the general meeting to revoke or vary the Repurchase Mandate under this resolution in accordance with the Articles of Association or other means.

A special resolution will be proposed at the EGM for the approval of the Repurchase Mandate. A separate special resolution will be proposed at each of the A Share Class Meeting and the H Share Class Meeting for the approval of the Repurchase Mandate by each class of Shareholders.

Further details of the special resolution to be passed with respect to the grant of the Repurchase Mandate are set out in Appendix II to this circular. An explanatory statement required by the Listing Rules to provide the Shareholders with requisite information reasonably necessary for them to make an informed decision on whether to vote for or against the granting of the Repurchase Mandate is set out in Appendix III to this circular.

4. PROPOSED AUTHORIZATION FOR ISSUANCE OF OFFSHORE DEBT FINANCING INSTRUMENTS

A special resolution will be proposed at the EGM to consider and approve the granting of authorization for issuance of offshore debt financing instruments, details of which are set out in Appendix IV to this circular.

LETTER FROM THE BOARD

5. PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION

Reference is made to the announcement of the Company dated July 24, 2026 in relation to, among other things, the proposed amendments to the Articles of Association (the “**Proposed Amendments to the Articles of Association**”).

The Proposed Amendments to the Articles of Association primarily include:

- (1) further standardizing the wording of provisions in the Articles of Association in accordance with the text of the Guidelines on Articles of Association of Listed Companies (2025 Revision), the Rules Governing the Listing of Stocks on the ChiNext Board of the Shenzhen Stock Exchange (2026 Revision) and other applicable regulatory requirements;
- (2) clarifying matters relating to guarantee arrangements, connected transactions and actual controllers; and
- (3) making corresponding amendments or deletions to provisions that are no longer applicable due to updates to relevant rules.

Save for the above, there are no material amendments to other provisions of the Articles of Association. Non-material amendments include adjustments to the numbering of provisions in the Articles of Association, cross-references to other provisions in the main text and the table of contents.

Save for the Proposed Amendments to the Articles of Association, other provisions of the Articles of Association shall remain unchanged. Prior to the Proposed Amendments to the Articles of Association becoming effective by being approved by the Shareholders at the EGM, the existing Articles of Association shall remain valid.

The Proposed Amendments to the Articles of Association are prepared in Chinese language. In the event of any discrepancy between the English translation and the Chinese version, the Chinese version shall prevail.

The Proposed Amendments to the Articles of Association are ultimately subject to the results approved by relevant regulatory authorities.

A special resolution will be proposed at the EGM to consider and approve the Proposed Amendments to the Articles of Association, the details of which are set out in Appendix V to this circular.

LETTER FROM THE BOARD

Proposed authorization for registration of Proposed Amendments to the Articles of Association

In light of the Amendments to the Articles of Association, it is hereby proposed at the EGM to consider and authorize the Company's legal representative and their authorized persons to handle the registration matters and filing procedures in relation to the Amendments to the Articles of Association, and to make appropriate modifications to the filing documents in accordance with any comments and requirements raised by relevant regulatory authorities.

6. PROPOSED AMENDMENTS TO THE RULES OF PROCEDURE FOR THE GENERAL MEETINGS

In order to implement the latest requirements of the relevant laws, regulations and normative documents, including the Company Law of the PRC, the Guidelines on Articles of Association of Listed Companies (2025 Revision) and the Listing Rules, and in light of the Proposed Amendments to the Articles of Association, the Board proposes to amend the Rules of Procedure for the General Meetings of the Company, primarily to optimise the procedures for convening and conducting general meetings and the voting procedures. A special resolution is being proposed at the EGM to consider and approve the proposed amendments to the Rules of Procedure for the General Meetings, the full text of which is set out in Appendix VI to this circular.

ORDINARY RESOLUTION

7. PROPOSED AMENDMENTS TO THE EXTERNAL GUARANTEE MANAGEMENT POLICY

In order to implement the latest requirements of the relevant laws, regulations and normative documents, including the Company Law of the PRC, the Rules Governing the Listing of Stocks on the ChiNext Board of the Shenzhen Stock Exchange (2026 Revision) and the Listing Rules, and in light of the latest provisions of the Articles of Association, the Board proposes to amend the External Guarantee Management Policy of the Company, primarily to further clarify those guarantee arrangements that shall be submitted to a general meeting for approval after being approved by the Board, and to specify the timeframe for the finance department to submit the Company's external guarantee reporting table. An ordinary resolution is being proposed at the EGM to consider and approve the proposed amendments to the External Guarantee Management Policy, the full text of which is set out in Appendix VII to this circular.

LETTER FROM THE BOARD

8. EGM, H SHARE CLASS MEETING AND PROXY ARRANGEMENT

Notices convening the EGM and the H Share Class Meeting of the Company to be held on Thursday, September 10, 2026 at 2:30 p.m. at 6 Tai-He Road, Economic Technological Development Area, Beijing, the PRC were despatched by the Company on Tuesday, August 25, 2026 and published and are available for downloading on the websites of the Stock Exchange at www.hkexnews.hk and of the Company at www.pharmaron.com.

To be valid, the forms of proxy must be completed and signed in accordance with the instructions printed thereon and deposited, together with the power of attorney or other authority (if any) under which it is signed or a certified copy of that power of attorney or authority at the Company's H Shares Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, as soon as possible but in any event not less than 24 hours before the time appointed for the EGM (i.e., not later than 2:30 p.m. on Wednesday, September 9, 2026 (Hong Kong time)) or the adjourned meeting (as the case may be). Completion and delivery of the form of proxy will not preclude you from attending and voting at the EGM of the Company if you so wish.

9. CLOSURE OF REGISTER OF MEMBERS

For the purpose of determining the H Shareholders entitled to attend and vote at the EGM and the H Share Class Meeting, the register of members of the H Shares of the Company has been scheduled to close from Monday, September 7, 2026 to Thursday, September 10, 2026 (both days inclusive), during which period no transfer of H Shares will be registered. H Shareholders whose names appear on the register of members of the Company on Monday, September 7, 2026 shall be entitled to attend and vote at the EGM and the H Share Class Meeting.

10. VOTING BY POLL

According to Rule 13.39(4) of the Listing Rules, apart from certain exceptions, any vote of Shareholders at a general meeting must be taken by poll.

On a poll, every Shareholder present in person or by proxy (or being a corporation by its duly authorized representative) shall have one vote for each Share registered in his/her name in the register of members. A Shareholder entitled to more than one vote need not use all his/her votes or cast all the votes he/she has in the same manner.

An announcement on the poll results will be published by the Company after the EGM and the Class Meetings in the manner prescribed under the Listing Rules.

As at the Latest Practicable Date, to the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder was required to abstain from voting on the resolutions to be proposed at the EGM.

LETTER FROM THE BOARD

11. RECOMMENDATION

The Board (including the independent non-executive Directors) considers that all resolutions set out in the Notices of EGM and H Share Class Meeting are fair and reasonable and are in the interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends that the Shareholders vote in favour of the resolutions set out in the Notices of EGM and H Share Class Meeting.

12. RESPONSIBILITY STATEMENT

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

Yours faithfully,
For and on behalf of the Board
Dr. Lou Boliang
Chairman

Pharmaron Beijing Co., Ltd.**2026 H Share Award and Trust Scheme****Table of Contents**

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1. Definitions and Interpretation

- 1.1 In these Scheme Rules, unless the context otherwise requires, each of the following words and expressions shall have the meaning respectively shown opposite to it:

“Actual Selling Price” is the actual price at which the Award Shares are sold (net of brokerage, Stock Exchange trading fee, SFC transaction levy and any other applicable costs) on vesting of an Award pursuant to the Scheme or in the case of a vesting when there is an event of change in control or privatisation of the Company pursuant to Rule 9.1, the consideration receivable under the related scheme or offer;

“Adoption Date” is the date on which the Shareholders and the Board approve this Scheme;

“Articles” is the articles of association of the Company as amended from time to time;

“associate” shall have the meaning as set out in the Listing Rules;

“Award” is an award granted by a Delegatee to a Selected Participant, pursuant to the Scheme, which may vest in the form of Award Shares or the Actual Selling Price of the Award Shares in cash, as such Delegatee may determine in accordance with the terms of the Scheme Rules. For the avoidance of doubt, any award granted under this Scheme shall not involve the issuance or grant of any options or other similar rights;

“Award Letter” shall have the meaning as set out in Rule 7.2;

“Award Period” is the period commencing on the Adoption Date, and ending on the Business Day immediately prior to the 10th anniversary of the Adoption Date;

“Award Shares” is the H Shares granted to a Selected Participant in an Award;

“Board” is the board of directors of the Company (please also refer to Rule 1.2(i)), from time to time;

“Business Day” is any day on which the Stock Exchange is open for the business of dealing in securities;

“CCASS” is the Central Clearing and Settlement System, a securities settlement system used within the Hong Kong Exchanges and Clearing Limited market system;

“Company” or “our Company” is Pharmaron Beijing Co., Ltd.;

“connected person” shall have the meaning as set out in the Listing Rules;

“Delegatee” is the Management Committee, person(s) or board committee(s) to which the Board has delegated its authority;

“Director(s)” is the director(s) of the Company, from time to time;

“Eligible Employee” shall have the meaning as set out in Rule 5.1; however, no individual who is resident in a place where the grant, acceptance or vesting of an Award pursuant to the Scheme is not permitted under the laws and regulations of such place or where, in the view of the Board or the Delegatee, compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such individual, shall be entitled to participate in the Scheme and such individual shall therefore be excluded from the term Eligible Employee;

“Grant Date” is the date on which the grant of an Award is made to a Selected Participant;

“Group” is the Company and its subsidiaries from time to time, and the expression member of the Group shall be construed accordingly;

“H Shares” is the overseas listed foreign shares with a nominal value of RMB1.00 each in the share capital of the Company, which are listed on the Stock Exchange;

“HKSCC” is the Hong Kong Securities Clearing Company Limited;

“Hong Kong” is the Hong Kong Special Administrative Region of the People’s Republic of China;

“Listing Rules” is the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

“Management Committee” is the management committee of the Scheme to which the Board has delegated its authority to administer the Scheme;

“on-market” is the acquisition of H Shares of the Company through one or more transactions through the facilities of the Stock Exchange in accordance with the Listing Rules and any other applicable laws and regulations;

“PRC” is the People’s Republic of China;

“Relevant Scheme(s)” has the meaning ascribed thereto under Rule 5.4(b);

“Remuneration and Appraisal Committee” is the remuneration and appraisal committee of the Board;

“Returned Shares” is such Award Shares that are not vested and/or are forfeited in accordance with the terms of the Scheme, or such H Shares being deemed to be null, void and/or Returned Shares under the Scheme Rules; which shall be treated as lapsed in accordance with the terms of the Scheme;

“Scheme” or “this Scheme” is the 2026 H Share Award and Trust Scheme adopted by the Company in accordance with these Scheme Rules on the Adoption Date, and as amended from time to time;

“Scheme Mandate Limit” shall have the meaning as set out in Rule 10.1;

“Scheme Rules” is the rules set out herein relating to the Scheme as amended from time to time;

“Selected Participant” is any Eligible Employee who, in accordance with Rule 5, is approved for participation in this Scheme, and has been granted any Award under this Scheme;

“SFC” is the Securities and Futures Commission of Hong Kong;

“SFO” is the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong);

“Shareholder(s)” is the shareholder(s) of the Company;

“Stock Exchange” is The Stock Exchange of Hong Kong Limited;

“Subsidiary” or “Subsidiaries” is any subsidiary (as the term is defined in the Listing Rules) of the Company;

“Taxes” shall have the meaning as set out in Rule 7.16;

“Trust” is, where a Trustee has been appointed, the trust constituted by the Trust Deed to service the Scheme;

“Trust Deed” is, where a Trustee has been appointed, the trust deed entered into between the Company and the Trustee (as may be restated, supplemented and amended from time to time);

“Trustee” is, if appointed, the trustee appointed by the Company from time to time for the purpose of the Trust;

“Vesting Date” is the date or dates, as determined from time to time by the Board or the Delegatee on which the Award (or part thereof) is to vest in the relevant Selected Participant as set out in the relevant Award Letter pursuant to Rule 7.2, such date shall fall after the date when the annual results announcement of the Company is published for any Vesting Period;

“Vesting Notice” shall have the meaning as set out in Rule 7.12;

“Vesting Schedule” shall have the meaning as set out in Rule 7.4;

“Vesting Period” is the relevant period between when the Awards are granted and the period when the relevant vesting conditions in connection to the Awards are fulfilled or waived (as the case might be) and shall be set out in the Award Letter.

1.2 In these Scheme Rules, except where the context otherwise requires:

- (a) references to Rules are to the rules of the Scheme Rules;
- (b) references to times of the day are to Hong Kong time;
- (c) references to any statutory body shall include the successor thereof and any body established to replace or assume the function of the same;
- (d) if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;
- (e) a reference to “include”, “includes” and “including” shall be deemed to be followed by the words “without limitation”;
- (f) a reference to “dollars” or to “\$” shall be construed as a reference to the lawful currency for the time being of Hong Kong;
- (g) a reference, express or implied, to statutes, statutory provisions or the Listing Rules shall be construed as references to those statutes, provisions or rules as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes, provisions or rules which are re-enacted (whether with or without modification) and shall include any orders, regulations, instruments, subsidiary legislation, other subordinate legislation or practice notes under the relevant statute, provision or rule;
- (h) words importing the singular include the plural and vice versa, and words importing a gender include every gender; and
- (i) unless otherwise indicated, the Board can make determinations in its sole and absolute discretion and if the Board delegates its authority to administer the Scheme to the Delegatee, such Delegatee shall enjoy the same sole and absolute discretion.

2. Purpose of the Scheme

2.1 The purposes of this Scheme include the following:

- (a) to attract, motivate and retain skilled and experienced personnel to strive for the future development and expansion of the Group by providing them with the opportunity to own equity interests in the Company;
- (b) to deepen the reform on the Company's remuneration system and to develop and constantly improve the interests balance mechanism among the Shareholders, the Company, and employees (including Directors (except for independent non-executive Directors) and senior management);
- (c) to recognize the contributions of the leadership of the Company including the Directors and long-standing employees of the Company;
- (d) to encourage, motivate and retain the leadership of the Company and long-standing employees whose contributions are beneficial to the continual operation, development and long-term growth of the Group; and
- (e) to provide additional incentive for the leadership of the Company and long-standing employees by aligning the interests of the leadership of the Company to that of the Shareholders and the Group as a whole.

3. Life of the Scheme

The Scheme shall be valid and effective for the Award Period (i.e. for a term commencing on the Adoption Date and ending on the Business Day immediately prior to the 10th anniversary of the Adoption Date), and after which no further Awards will be granted, and thereafter for so long as there are any non-vested Award Shares granted hereunder prior to the expiration of the Scheme (including such date of early termination as determined by the Board subject to Rule 14.1(b)), in order to give effect to the vesting of such Award Shares or otherwise as may be required in accordance with the provisions of the Scheme Rules.

4. Administration

4.1 The Scheme shall be subject to the administration of the following administrative bodies:

- (a) the general meeting of the Shareholders, as the institution vested with the supreme authority of the Company, is responsible for approving the adoption of the Scheme. The general meeting of the Shareholders may authorize the Board to deal with all matters related to the Scheme to the extent of its authority;

- (b) the Board is the authorized governing institution in charge of the administration of the Scheme in accordance with the Scheme Rules and where applicable, the Trust Deed.
- 4.2 The authority to administer the Scheme may be delegated by the Board to the Delegatee as deemed appropriate in the sole and absolute discretion of the Board, provided that nothing in this Rule 4.2 shall prejudice the Board's power to revoke such delegation at any time or derogate from the discretion rested with the Board as contemplated in Rule 4.1(b).
- 4.3 Subject to any restrictions in the Scheme Rules, it is noted that as at the Adoption Date the Board has delegated to the Management Committee the authority to administer the Scheme, including the power to grant an Award under the Scheme.
- 4.4 Any decision to be made under the Scheme, including matters of interpretation with respect to the Scheme Rules, shall be made by the Board or the Delegatee. The decision by the Board or the Delegatee shall be final and binding.
- 4.5 Without prejudice to the Board's general power of administration, the Board or the Delegatee may from time to time appoint one or more administrators, who may be independent third-party contractors, to assist in the administration of the Scheme, to whom they, in their sole and absolute discretion, may delegate such functions relating to the administration of the Scheme as they may think fit. The duration of office, terms of reference and remuneration (if any) of such administrator(s) shall be determined by the Board in its sole and absolute discretion from time to time.
- 4.6 Without prejudice to the Board's general power of administration, to the extent not prohibited by applicable laws and regulations, the Board or the Delegatee may also from time to time appoint one or more Trustees in respect of granting, administration or vesting of any Award Shares. For the avoidance of doubt, the Company has the right but is not obligated to appoint a Trustee.
- 4.7 Subject to the Scheme Rules, the Listing Rules and any applicable laws and regulations, the Board or the Delegatee shall have the power from time to time to:
- (a) construe and interpret the Scheme Rules and the terms of the Awards granted under the Scheme;
 - (b) make or vary such arrangements, guidelines, procedures and/or regulations for the administration, interpretation, implementation and operation of the Scheme, provided that they are not inconsistent with the Scheme Rules;
 - (c) decide how the vesting of the Award Shares will be settled pursuant to Rule 7;

- (d) determine the basis of eligibility of any Eligible Employee for the grant of Awards from time to time on the basis of their contribution to the development and growth of the Group or such other factors deemed appropriate;
 - (e) grant Awards to those Eligible Employees whom it shall select from time to time;
 - (f) determine the terms and conditions of the Awards;
 - (g) establish, assess and administer performance targets in respect of the Scheme;
 - (h) approve the form and content of an Award Letter;
 - (i) adjust the number of outstanding Award Shares pursuant to Rule 9.5 or accelerate the Vesting Dates of any Awards pursuant to Rule 7.4;
 - (j) where a Trustee has been appointed, transfer corresponding treasury H Shares out of treasury and/or newly issued H Shares to the Trust upon such grant, or where no Trustee has been appointed, arrange for the transfer of treasury H Shares and/or newly issued H Shares directly to the Selected Participant upon vesting;
 - (k) exercise any authority as may be granted by the Shareholders from time to time;
 - (l) engage bank(s), accountant(s), lawyer(s), consultant(s) and other professional parties for the purpose of the Scheme; and
 - (m) sign, execute, amend and terminate all documents relating to the Scheme, undertake all procedures relevant to the Scheme and take such other steps or actions to give effect to the terms and intent of the Scheme Rules.
- 4.8 None of the Directors or any Delegatee shall be personally liable by reason of any contract or other instrument executed by him/her, or on his/her behalf or for any mistake of judgment made in good faith, for the purposes of the Scheme, and the Company shall indemnify and hold harmless each member of the Board and any Delegatee in relation to the administration or interpretation of the Scheme, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with the Scheme unless arising out of such person's own wilful default, fraud or bad faith.
- 4.9 In respect of the administration of the Scheme, the Company shall comply with all applicable disclosure regulations including those imposed by the Listing Rules and all applicable PRC laws, regulations and rules.

4.10 Where a Trustee has been appointed, a Trust Deed shall be entered into between the Company and the Trustee for the purpose of the Trust. Pursuant to the Trust Deed, the Trust shall be constituted to service the Scheme whereby the Trustee shall assist with the administration of the Scheme and shall, subject to the relevant provisions of the Trust Deed and upon the instruction of the Company, acquire the underlying H Shares of the Scheme through transfer of treasury H Shares by the Company to the Trust and/or through the issue of new H Shares by the Company. Awards granted to the Selected Participants shall be held by the Trustee on trust for the benefit of the Selected Participants, and the Trustee shall, for the purposes of vesting of the Award and upon the instruction of the Board or the Delegatee, release from the Trust the Award Shares to the Selected Participants or sell the number of Award Shares so vested on-market at the prevailing market price and pay the Selected Participants the proceeds in cash arising from such sale in accordance with Rule 7 and relevant provisions under the Trust Deed.

Where a Trustee has been appointed, the Trustee:

- (a) shall only be obliged to transfer Award Shares to Selected Participants on vesting to the extent that Award Shares are comprised in the Trust;
- (b) may receive H Shares from the Company through the transfer of treasury H Shares and/or through the issue of new H Shares by the Company to the Trust, and such H Shares may be transferred to the Trustee at such price as might be approved by the Board or the Delegatee. Such H Shares can only be transferred to the Trustee when being granted to any Selected Participants; and
- (c) may, at its election upon the Board or the Delegatee's instruction, assign H Shares acquired in any manner pursuant to this Rule 4 to a specific Award.

4.11 Where no Trustee has been appointed, the Scheme shall be administered by the Board and treasury H Shares and/or newly issued H Shares shall be utilized as Award Shares. The Company will hold such H Shares in accordance with the Listing Rules and applicable PRC laws and regulations. Upon vesting of Award Shares, the relevant H Shares shall be transferred directly to the Selected Participant, upon which such Shares shall cease to be treasury H Shares.

4.12 For any treasury H Shares deposited with CCASS, the Company will (i) procure its broker not to give any instructions to HKSCC to vote at general meetings of the Company for the treasury H Shares deposited with CCASS; and (ii) in the case of dividends or distributions, withdraw the treasury H Shares from CCASS before the record date for the dividends or distributions, or take any other appropriate measures to ensure that it will not exercise any shareholders' rights or receive any entitlements which would otherwise be suspended under applicable laws if those H Shares were registered in its own name as treasury shares. The Company will adopt appropriate measures to ensure that treasury H Shares and Award Shares will be segregated.

- 4.13 Unless expressly stipulated herein, all Awards granted under this Scheme shall be governed by the terms and conditions of the relevant Award Letter (and any other agreement between the Company and the Eligible Employee), and the terms of the prevailing Scheme Rules.

5. Selection of Selected Participants

- 5.1 For the purposes of this Scheme, Eligible Employee is any PRC or non-PRC employee, Director (excluding any independent non-executive Director) of the Company and its subsidiaries.
- 5.2 Subject to Rule 5.1, the Board or the Delegatee may, from time to time, select any Eligible Employee to be a Selected Participant of this Scheme and, subject to Rule 5.4, grant an Award to such Selected Participant during the Award Period conditional upon fulfilment of terms and conditions of the Awards and performance targets as the Board or the Delegatee determines from time to time. Allocation proposal and amount for Selected Participants shall be determined based on the rank and job duty of the Selected Participant. Such allocation proposal and amount shall be determined by the Board or the Delegatee from time to time.
- 5.3 The Selected Participants are determined in accordance with the Company Law of the PRC, the Securities Law of the PRC and other applicable laws, regulations and regulatory documents and the relevant provisions of the Articles, together with the Company's actual circumstances, including the present and expected contribution of the relevant Selected Participant to the Group.

No one should be considered as a Selected Participant of the Scheme if he/she:

- (a) has been publicly reprimanded or deemed as an inappropriate candidate for similar award schemes or share incentive plans of a listed company by any securities regulatory bodies with authority in the last 12 months;
- (b) has been imposed with penalties or is banned from trading securities by securities regulatory bodies due to material non-compliance with laws or regulations in the last 12 months;
- (c) is in breach of relevant national laws and regulations or the Articles; or
- (d) has caused losses to the Company during his/her term of service due to soliciting bribes, corruption and theft, disclosure of the operation and technology secrets of the Company, infringement of company interest through connected transactions and any acts which cause damage to the reputation and image of the Company, which can be proven with sufficient evidence by the Company.

The Selected Participants shall undertake: if any of the above provisions occur during implementation of the Scheme which would prevent him/her from being considered as a Selected Participant, he/she shall give up his/her rights to participate in the Scheme and shall not be given any compensation.

5.4 Each grant of an Award to any connected person of the Group shall be subject to the Listing Rules and any applicable laws and regulations. In accordance with the Listing Rules:

- (a) Any grant of Awards to a Director, chief executive or substantial Shareholder of the Company, or any of their respective associates, must be approved by the independent non-executive Directors;
- (b) Where any grant of Awards to a Director (other than an independent non-executive Director) or chief executive of the Company, or any of their associates would result in the shares issued and to be issued in respect of all awards granted (excluding any options and awards lapsed in accordance with the terms of this Scheme and any other schemes involving issuance of new Shares or transfer of treasury Shares adopted and to be adopted by the Company from time to time (together with the Scheme, the “**Relevant Scheme(s)**”)) to such person in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% (or such other threshold as provided for by the Listing Rules from time to time) of the H Shares in issue (excluding any treasury H Shares), such further grant of Awards must be approved by the Shareholders in general meeting in the manner set out in the Listing Rules (including compliance with the content requirement of the circular as required under the Listing Rules); and
- (c) Where any grant of Awards to a substantial Shareholder of the Company, or any of their respective associates, would result in the shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the terms of this Scheme and any other Relevant Scheme(s)) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other threshold as provided for by the Listing Rules from time to time) of the H Shares in issue (excluding treasury H Shares), such further grant of Awards must be approved by the Shareholders in general meeting in the manner set out in the Listing Rules (including compliance with the content requirement of the circular as required under the Listing Rules).

Any change to the terms of Awards granted to a Selected Participant must be approved by the Board, the Remuneration and Appraisal Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of such Awards under the Scheme was approved by the Board, the Remuneration and Appraisal Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) except where the alterations take effect automatically under the existing terms of the 2026 H Share Award and Trust Scheme.

Any relevant Selected Participant, his/her associates and all core connected persons of the Company shall abstain from voting in favour of such resolutions at such general meeting.

5.5 Notwithstanding the provisions in Rules 5.1 to 5.4, no grant of any Award Shares to any Selected Participant may be made and no directions or recommendations shall be given to the Trustee (where appointed) with respect to a grant of an Award under the circumstances below, and any such grant so made or any such direction or recommendation so given shall be null and void to the extent (and only to the extent) that it falls within the circumstances below, provided that nothing in this provision shall prevent the grant of Award Shares conditional to the approval and adoption of the Scheme by the Shareholders:

- (a) in any circumstances where the requisite approval from any applicable regulatory authorities or Shareholders has not been granted;
- (b) in any circumstances that any member of the Group will be required under applicable securities laws, rules or regulations to issue a prospectus or other offer documents in respect of such Award or the Scheme, unless the Board or the Delegatee determines otherwise;
- (c) where such Award would result in a breach by any member of the Group or its Directors of any applicable securities laws, rules or regulations in any jurisdiction;
- (d) where such grant of Award would result in a breach of the Scheme Mandate Limit;
- (e) after the expiry of the Award Period or after the earlier termination of this Scheme in accordance with Rule 14;
- (f) after any inside information (as defined under the SFO) in relation to the Company which must be disclosed pursuant to Rule 13.09(2)(a) of the Listing Rules and the Inside Information Provisions (as defined in the Listing Rules) under Part XIVA of the SFO has come to the knowledge of the Company until (and including) the trading day after such inside information has been publicly announced in accordance with the Listing Rules, the SFO and/or the applicable laws, or where dealings by Directors are prohibited under any code or requirement of the Listing Rules or any applicable laws, rules or regulations;
- (g) during the period commencing 30 days immediately before the earlier of:
 - (i) the date of the board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and

- (ii) the deadline for the Company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcement; and
 - (h) during any period of delay in publishing a results announcement described in Rule 5.5(g).
- 5.6 In the event that a Selected Participant ceases to be an Eligible Employee due to any reasons including but not limited to those set forth in Rules 6.1 to 6.9 upon the approval in relation to any grant of Award Shares by the Board or the Delegatee and prior to the execution of the corresponding Award Letter, any directions or recommendations made by the Company to such Selected Participant with respect to any of such grant of Award Shares in any form or by any means shall be null and void, and no relevant Award Shares shall be granted to such Selected Participant, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

6. Changes of Circumstances Pertaining to the Selected Participants and Clawback Mechanism

- 6.1 If a Selected Participant ceases to be an Eligible Employee by reason of a change in job position in the Group, or reemployment after retirement by the Company upon the execution of a reemployment agreement, the outstanding Award Shares not yet vested shall continue to vest in accordance with the vesting percentage of the Vesting Schedule set out in the Award Letter, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion. However, if a Selected Participant has committed or there exists any of the following circumstances:
- (a) violation of laws, professional ethics or the leakage of confidential information of the Company;
 - (b) causing damage to the interests or reputation of the Company due to failure to discharge his/her duties or a willful misconduct;
 - (c) termination of his/her employment contract by the Company for any of the above reasons; or
 - (d) material misstatement in the Company's financial statements.

the Selected Participant shall return to the Company all interests in the Award Shares already vested, and in the event of serious violation or damage, the Company reserves the right to bring a claim against the Selected Participant for the damages suffered as a result of the reasons above stated, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

- 6.2 If a Selected Participant ceases to be an Eligible Employee by reason of disqualification from participating in the Scheme due to any of the reasons set forth in Rule 5.3 under which no one should be considered as a Selected Participant, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.
- 6.3 If a Selected Participant ceases to be an Eligible Employee by reason of leaving the Company due to resignation, expiration or termination of labor contract, employment or contractual engagement by the Company for reasons such as redundancy, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.
- 6.4 If a Selected Participant ceases to be an Eligible Employee by reason of retirement upon reaching retirement age stipulated by law, subject to the provisions in Rule 6.1 above, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.
- 6.5 If a Selected Participant ceases to be an Eligible Employee by reason of being in a rank or position that does not allow him/her to hold H Share Awards of the Company, or being transferred to such a rank or position as a result of reorganization within the Group, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.
- 6.6 If a Selected Participant ceases to be an Eligible Employee by reason of termination of the Selected Participant's labor contract, employment or contractual engagement with the Group or resignation due to incapacity resulting from work injury, any outstanding Award Shares not yet vested shall continue to vest in accordance with the vesting percentage of the Vesting Schedule set out in the Award Letter, or alternative vesting procedures as determined by the Management Committee, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.
- 6.7 If a Selected Participant ceases to be an Eligible Employee by reason of termination of the Selected Participant's labor contract, employment or contractual engagement with the Group or resignation due to incapacity not resulting from work injury, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.
- 6.8 If a Selected Participant ceases to be an Eligible Employee by reason of death of the Selected Participant due to work injury, any outstanding Award Shares not yet vested shall continue to vest in accordance with the vesting percentage of the Vesting Schedule set out in the Award Letter, or alternative vesting procedures as determined by the Management Committee, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion. The individual performance target of such Selected Participant will no longer be included as vesting conditions.

- 6.9 If a Selected Participant ceases to be an Eligible Employee by reason of death of the Selected Participant not due to work injury, on the date of the occurrence of such event, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.
- 6.10 If a Selected Participant ceases to be an Eligible Employee for reasons other than those set out in Rules 6.1 to 6.9, any outstanding Award Shares not yet vested shall be immediately forfeited, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.
- 6.11 A Selected Participant shall be taken to have retired on the date that he/she retires upon or after reaching the age of retirement stipulated by law or specified in his/her service agreement or pursuant to any retirement policy of the Company applicable to him/her from time to time or, in case there are no such terms of retirement applicable to the Selected Participant, with the approval of the Board or the Delegatee.
- 6.12 The Company shall, from time to time, inform the Trustee (where applicable) in writing, the date on which such Selected Participant ceases to be an Eligible Employee and any amendments to the terms and conditions of the Award with respect to such Selected Participant (including the number of Award Shares to which such Selected Participant is entitled).

7. Granting and Vesting of Award

- 7.1 The Board or the Delegatee may from time to time, at its sole and absolute discretion, determine such granting and vesting criteria, conditions, schedule and/or period for the Award to be granted and/or vested hereunder while the Scheme is in force and subject to all applicable laws, rules and regulations. The H Shares for Awards shall be sourced from a combination of treasury H Shares repurchased and new H Shares that may be issued by the Company from time to time, provided that the issuance of new H Shares shall comply with the requirements of the Articles and no new H Shares may be issued under this Scheme within 12 months of the issuance of any H Shares either by way of placing or subscription.
- 7.2 The Company shall issue a letter to each Selected Participant in such form as the Board or the Delegatee may from time to time determine, specifying the Grant Date, the manner of acceptance of the Award, the value of the Award and/or number of Award Shares underlying the Award (with the basis on which the number of Award Shares underlying the Award is arrived at), the vesting criteria and conditions, the Vesting Period and the Vesting Schedule, and such other details, terms and conditions as they may consider necessary and in compliance with this Scheme (an “**Award Letter**”). As soon as practicable after the grant of any Award to a Selected Participant, where a Trustee has been appointed, the Company shall provide a fully executed copy of the Award Letter to the Trustee.

- 7.3 Unless otherwise specified in the Award Letter, Selected Participants shall not be required to bear or pay any price or fee for the acceptance of the Award or any purchase price for the Award Shares.
- 7.4 Subject to the satisfaction of the vesting conditions and criteria of the relevant Vesting Period as described in Rules 7.5 and 7.6 below, all Awards under this Scheme shall be vested in accordance with such vesting schedule (the “**Vesting Schedule**”) as provided in the Award Letter. Upon being vested to a Selected Participant, the Award Shares will rank pari passu in all respects with the fully paid H Shares in issue (excluding treasury H Shares) on the Vesting Date. The actual vesting amount of the Award granted to a Selected Participant for the respective Vesting Schedule after each Vesting Period shall be specified in the Award Letter approved by the Board or the Delegatee. Notwithstanding the provisions in Rule 9, the vesting period of Awards shall not be less than 12 months, provided that the Board or the Delegatee may, in its sole and absolute discretion, determine a shorter or no vesting period in any of the following circumstances:
- (a) Grants of “make-whole” share awards to new joiners to replace the share awards they forfeited when leaving the previous employers;
 - (b) Grants to a participant whose employment is terminated due to death or disability or occurrence of any out of control event. In those circumstances the vesting of share awards may accelerate;
 - (c) Grants of awards with performance-based vesting conditions provided in the scheme document, in lieu of time-based vesting criteria;
 - (d) Grants that are made in batches during a year for administrative and compliance reasons. They may include share awards that should have been granted earlier but had to wait for a subsequent batch. In such cases, the vesting periods may be shorter to reflect the time from which an award would have been granted;
 - (e) Grants of awards with a mixed or accelerated vesting schedule such as where the awards may vest evenly over a period of 12 months;
 - (f) Grants of awards with a total vesting and holding period of more than 12 months; and
 - (g) Grants of awards as replacement or in exchange for awards which were previously granted under any Relevant Scheme(s) and are replaced by the grant of a new Award under this Scheme.

- 7.5 Vesting of the Award granted under this Scheme is subject to the conditions of the performance targets, and any other applicable vesting conditions as set out in the Award Letter. Each Award Letter will specify the performance targets that a Selected Participant is required to achieve before an Award can be vested under the terms of this Scheme. Nevertheless, the Board or the Delegatee may impose performance targets on a case-by-case basis to ensure the vesting of Awards would be beneficial to the Group, general factors to be taken into account include but are not limited to:
- (a) any measurable performance benchmark which the Board or the Delegatee considers relevant to the Selected Participant, such as the work performance of the Selected Participant and contributions made by the Selected Participant to the Group, assessed by reference to the grade attained by the relevant Selected Participant in his/her annual performance review, under which employees are graded on a four-tier scale from A to D (Grade A: exceeds expectation, Grade B: meets expectation, Grade C: average, and Grade D: fail);
 - (b) the overall development and operation of the Group, with performance targets specified by the Management Committee with reference to the Group's actual operating status, including but not limited to the Group's annual financial performance; and
 - (c) any other performance targets as the Board or the Delegatee considers appropriate.
- 7.6 The performance targets of the Scheme consist of Group performance target and/or individual performance target (including the individual having satisfactorily passed or achieved specific grades in their annual performance assessment), the details of which shall be determined by the Board or the Delegatee from time to time with reference to the business performance and financial condition of the Company and the then market conditions and set out in the Award Letter.
- 7.7 If the Selected Participant fails to satisfy the vesting conditions applicable to the relevant Award Shares, unless otherwise determined by the Board or the Delegatee in its sole and absolute discretion, all Award Shares which may otherwise be vested during the relevant Vesting Period shall lapse immediately and shall be held (where a Trustee has been appointed) by the Trustee as Returned Shares, or (where no Trustee has been appointed) treated as Returned Shares in accordance with the Scheme Rules. For the avoidance of doubt, the Award Shares that lapse in accordance with this Rule shall not be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and the Selected Participant shall not be entitled to any compensation.
- 7.8 Non-vested Award Shares shall not be entitled to any dividends (including cash dividends and non-cash dividends), unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

- 7.9 If the Vesting Date is not a Business Day, the Vesting Date shall, subject to any trading halt or suspension in the H Shares, be the Business Day immediately thereafter.
- 7.10 For the avoidance of doubt, the vesting schedule of the Awards granted under any subsequent grant of the Scheme or the Awards to be satisfied by the application of any Returned Shares shall be determined by the Board or the Delegatee in its sole and absolute discretion, but in any event the Grant Date shall not extend beyond the then remaining term of the Award Period at the time of grant.
- 7.11 For the purpose of granting and/or vesting of the Award, the Board or the Delegatee may either:
- (a) where a Trustee has been appointed, direct and procure the Trustee to release from the Trust the Award Shares to the Selected Participants by transferring the number of Award Shares to the Selected Participants in such manner as determined by them from time to time; or
 - (b) where no Trustee has been appointed, arrange for the transfer of the Award Shares (whether treasury H Shares or newly issued H Shares) directly to the Selected Participant upon vesting; or
 - (c) to the extent that, at the determination of the Board or the Delegatee, it is not practicable for the Selected Participant to receive the Award in H Shares solely due to legal or regulatory restrictions with respect to the Selected Participant's ability to receive the Award in H Shares or (where a Trustee has been appointed) the Trustee's ability to give effect to any such transfer to the Selected Participant, the Board or the Delegatee will direct the relevant parties to sell, on-market at the prevailing market price, the number of Award Shares so vested in respect of the Selected Participant and pay the Selected Participant the proceeds in cash arising from such sale based on the Actual Selling Price of such Award Shares as set out in the Vesting Notice.
- 7.12 Except in the circumstances set out in Rule 7.16, barring any unforeseen circumstances, within a reasonable time period agreed between the Company (and where a Trustee has been appointed, the Trustee) and the Board or the Delegatee from time to time prior to any Vesting Date, the Board or the Delegatee shall send to the relevant Selected Participant a vesting notice (the "**Vesting Notice**"). The Board or the Delegatee shall, where applicable, forward a copy of the Vesting Notice to the Trustee and instruct accordingly the extent to which the Award Shares shall be transferred and released to the Selected Participant in the manner as determined by the Board or the Delegatee, or be sold as soon as practicable from the Vesting Date.

- 7.13 Except in circumstances as set out in Rule 7.16, subject to the receipt of the Vesting Notice and the instructions from the Board or the Delegatee, the relevant Award Shares shall be transferred and released to the relevant Selected Participant (whether through the Trustee where one has been appointed, or directly by the Company where no Trustee has been appointed) in the manner as determined by the Board or the Delegatee, or the relevant Award Shares shall be sold within any time stipulated in Rule 7.12 above and the Actual Selling Price paid to the Selected Participant within a reasonable time period in satisfaction of the Award.
- 7.14 Any stamp duty arising from the acquisition of H Shares by the Trustee (where applicable) through on-market transactions or other direct costs and expenses for the purposes of vesting and transfer of the Award Shares to or for the benefit of the Selected Participants shall be borne by the Company. Any duty or other direct costs and expenses arising from the sale of the Award Shares due to the vesting shall be borne by the Selected Participant.
- 7.15 All costs and expenses in relation to all dealings with the Award Shares after vesting and transfer of the Award Shares to the Selected Participant (as the case may be) shall be borne by the Selected Participant and neither the Company nor the Trustee (where applicable) shall be liable for any such costs and expenses thereafter.
- 7.16 Other than the stamp duty to be borne by the Company in accordance with Rule 7.14, all other 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 Selected Participant's participation in the Scheme or in relation to the Award Shares or cash amount of equivalent value of the Award Shares (the "**Taxes**") shall be borne by the Selected Participant and neither the Company nor the Trustee (where applicable) shall be liable for any Taxes. The Selected Participant will indemnify the Trustee (where applicable) and all members of the Group against any liability each of them may have to pay or account for such Taxes, including any withholding liability in connection with any Taxes. To give effect to this, the Trustee (where applicable) or any member of the Group may, notwithstanding anything else in these Scheme Rules (but subject to applicable law):
- (a) reduce or withhold the number of Selected Participant's Award Shares underlying the Award (the number of Award Shares underlying the Award that may be reduced or withheld shall be limited to the number of Award Shares that have a fair market value on the date of withholding that, in the reasonable opinion of the Company is sufficient to cover any such liability);
 - (b) sell, on the Selected Participant's behalf, such number of H Shares to which the Selected Participant becomes entitled under the Scheme and retain the proceeds and/or pay them to the relevant authorities or government agency;

- (c) deduct or withhold, without notice to the Selected Participant, the amount of any such liability from any payment to the Selected Participant made under the Scheme or from any payments due from a member of the Group to the Selected Participant, including from the salary payable to the Selected Participant by any member of the Group; and/or
- (d) require the Selected Participant 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 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 Selected Participant or to otherwise make alternative arrangements satisfactory to the Company for the payment of such amounts.

The Trustee (where applicable) or the Company shall not be obliged to transfer any Award Shares (or pay the Actual Selling Price of such Award Shares in cash) to a Selected Participant unless and until the Selected Participant satisfies the relevant party and the Company that such Selected Participant's obligations under this Rule have been met.

7.17 Transferability:

- (a) Subject to the circumstances set out in Rule 7.16, any Award Shares vested shall not be assignable or transferable for 6 months beginning from the Vesting Date of that part of the Award Shares; provided, however, that the Board or the Delegatee may, in its sole and absolute discretion, permit the early release of such restriction in respect of all or any part of the relevant Award Shares prior to the expiry of such 6-month period;
- (b) Any Award granted hereunder but not yet vested shall be personal to the Selected Participant to whom it is made and shall not be assignable or transferable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any Award, or enter any agreement to do so;
- (c) Any actual or purported breach of Rules 7.17(a) and 7.17(b) shall entitle the Company to forfeit any outstanding unvested Award or part thereof granted to such Selected Participant. For this purpose, a determination from such person(s) delegated with this function by the Board, to the effect that the Selected Participant has or has not breached any of the foregoing shall be final and conclusive as to such Selected Participant;

7.18 Unvested Award Shares granted under the Scheme shall automatically lapse and become Returned Shares upon the earliest of the following:

- (a) the date on which the relevant Selected Participant ceases to be an Eligible Employee in the circumstances set out in Rules 6.2, 6.3, 6.4, 6.5, 6.7, 6.9 or 6.10 of the Scheme, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion;

- (b) the date on which the relevant Selected Participant fails to satisfy the vesting conditions (including any applicable performance targets) attaching to the relevant Award Shares as set out in the Award Letter in accordance with Rule 7.7 of the Scheme, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion;
- (c) the date on which the Company forfeits the relevant Award pursuant to Rule 7.17(c) of the Scheme;
- (d) a Selected Participant shall have no rights in the balance of the fractional shares arising out of consolidation of H Shares (if any) and such H Shares shall be deemed as Returned Shares for the purposes of the Scheme and shall therefore be treated as lapsed in accordance with the terms of the Scheme; or
- (e) in the event a Selected Participant ceases to be an Eligible Employee on or prior to the relevant Vesting Date and the Award in respect of the relevant Vesting Date shall lapse or be forfeited pursuant to Rules 12.2 and 14.3 of the Scheme, such Award shall not vest on the relevant Vesting Date and the Selected Participant shall have no claims against the Company or the Trustee (where applicable), unless the Board or the Delegatee determines otherwise in its sole and absolute discretion.

For the avoidance of doubt, Award Shares that lapse in the circumstances set out above shall be treated as Returned Shares and, in accordance with Rule 7.7 of the Scheme, shall not be regarded as utilized for the purpose of calculating the Scheme Mandate Limit.

7.19 Other terms and conditions:

- (a) For the avoidance of doubt, a Selected Participant shall have only a contingent interest in the Award subject to the vesting of such Award in accordance with Rules 7 and 9;
- (b) Where a Trustee has been appointed, no instructions may be given by a Selected Participant to the Trustee in respect of the Award or any other property of the Trust and the Trustee shall not follow instructions given by a Selected Participant to the Trustee in respect of the Award or any other property of the Trust;
- (c) Neither the Selected Participant nor the Trustee (where applicable) may exercise any Shareholder's rights attached to any H Shares held by the Trustee under the Trust (including any Award Shares that have not yet vested), unless the Board or the Delegatee determines otherwise in its sole and absolute discretion;

8. Restrictive Covenants

- 8.1 By accepting any Award granted pursuant to the Scheme, a Selected Participant shall be deemed to have made the restrictive covenants set forth in this Rule 8 to and for the benefit of the Group.
- 8.2 The Selected Participant hereby undertakes to the Group that he/she will not at any time whilst an employee, Director, Shareholder or otherwise interested in the Group (save in so far as is reasonably necessary to fulfill his/her duties to the Group) or at any time thereafter, directly or indirectly use or disclose or communicate to any person any information concerning the affairs, business methods, processes, systems, inventions, plans or research and development of the Group or those of its customers, clients or suppliers and which may be reasonably regarded as being confidential to the Group or to such persons (other than information which he/she is required to disclose by law or which is for the relevant time being in the public domain other than by reason of wrongful disclosure of the same by him/her) and will use his/her best endeavours to prevent the publication or disclosure of any such information by any third party.
- 8.3 The Selected Participant undertakes to the Group that he/she will not, except with the prior written approval of the Company, be directly or indirectly concerned with or engaged or interested in any other business which is in any respect in competition with or similar to the business of the Group during his/her employment with the Group.
- 8.4 The Selected Participant undertakes to the Group that for so long as he/she is employed by the Company or any other member within the Group, he/she will devote his/her full time and attention to the business of the Group and will use his/her best endeavours to develop the business and interests of the Group and will not be concerned with any other (competitive or other) business.
- 8.5 The Selected Participant undertakes to the Group that he/she shall strictly comply with his/her post-employment obligations as set out in his/her employment agreement and proprietary information and inventions agreement entered into with the Company.

9. Takeover, Rights Issue, Open Offer, Scrip Dividend Scheme, etc.**Change in control**

- 9.1 If there is an event of change in control of the Company by way of a merger, privatization of the Company by way of a scheme or by way of an offer, change of actual control of the Company involving reorganization of major assets, the Company no longer exists after merger with another company, division of the Company, or resolution of the general meeting of the Shareholders to replace half of all members of the Board before the expiry of the term of office of the Board, the Board shall in its sole and absolute discretion determine whether this

Scheme shall be terminated within 5 trading days upon the change in control of the Company, and whether (i) any granted but unvested and/or, (ii) granted and vested but unissued Award shall be treated in accordance with Rule 14.2(b).

For the purpose of Rule 9.1, “control” shall have the meaning as specified in The Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC from time to time.

Open offer and rights issue

- 9.2 In the event the Company undertakes an open offer of new securities, the Trustee (where applicable) shall not subscribe for any new H Shares. In the event of a rights issue, the Trustee (where applicable) shall not acquire any H Shares via the nil-paid rights allotted to it.

Bonus warrants

- 9.3 In the event the Company issues bonus warrants in respect of any H Shares which are held by the Trustee (where applicable), the Trustee shall not subscribe for any new H Shares by exercising any of the subscription rights attached to the bonus warrants, and shall sell the bonus warrants created and granted to it, and the net proceeds of sale of such bonus warrants shall be held as funds of the Trust.

Scrip dividend

- 9.4 In the event the Company undertakes a scrip dividend scheme, the Trustee (where applicable) shall not elect to receive the scrip H Shares.

Consolidation, sub-division, capitalization issue and other adjustments

- 9.5 In the event the Company undertakes a sub-division, consolidation, bonus issue, rights issue, open offer (with price dilutive elements) or reduction of the H Shares, corresponding changes will be made to the number of outstanding Award Shares that have been granted provided that the adjustments shall be made in such manner as the Board or the Delegatee determines to be fair and reasonable in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Scheme for the Selected Participants. All fractional shares (if any) arising out of such consolidation or sub-division in respect of the Award Shares of a Selected Participant shall be deemed as Returned Shares and shall not be transferred to the relevant Selected Participant on the relevant Vesting Date.
- 9.6 In the event of an issue of H Shares by the Company credited as fully paid to the holders of the H Shares by way of capitalization issue (including capitalization of profits or reserves (including share premium account)), the H Shares attributable to any Award Shares held by the Company or the Trustee (where applicable) shall be deemed to be an accretion to such Award Shares and shall be held by the Trustee as if they were Award Shares purchased by the Trustee

hereunder and all the provisions hereof in relation to the original Award Shares shall apply to such additional Shares.

9.7 To the extent not otherwise determined by the Board in accordance with the foregoing provision, the method of adjustment of the number of outstanding Award Shares is set out as below:

(a) Capitalization issue or bonus issue

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

Where: “ Q_0 ” represents the number of Award Shares before the adjustment; “ n ” represents the ratio per Share resulting from the capitalization issue or bonus issue; “ Q ” represents the number of Award Shares after the adjustment.

(b) Consolidation of Shares or share subdivision or reduction of the share capital

$$Q = Q_0 \times n$$

Where: “ Q_0 ” represents the number of Award Shares before the adjustment; “ n ” represents the ratio of share consolidation or share subdivision or reduction of share capital; “ Q ” represents the number of Award Shares after the adjustment.

(c) Rights issue or open offer (with price dilutive elements)

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

Where: “ Q_0 ” represents the number of Award Shares before the adjustment; “ P_1 ” represents the closing price of the Shares as at the record date; “ P_2 ” represents the subscription price of the rights issue or open offer (with price dilutive elements); “ n ” represents the ratio of the rights issue or open offer (with price dilutive elements) allotment; “ Q ” represents the number of Award Shares after the adjustment.

The adjustments set out under Rules 9.5 to 9.7 and as required under Rule 17.03(13) of the Listing Rules must give a participant the same proportion of the equity capital, rounded to the nearest whole share, as that to which that person was previously entitled, but no such adjustments may be made to the extent that a share would be issued at less than its nominal value (if any). The issue of securities as consideration in a transaction may not be regarded as a circumstance requiring adjustment. In respect of any such adjustments, other than any made on a capitalization issue, an independent financial adviser or the Company’s auditors must confirm to the directors in writing that the adjustments satisfy the requirements set out in the relevant provisions.

- 9.8 In the event of other non-cash and non-scrip distributions made by the Company not otherwise referred to in the Scheme Rules in respect of the H Shares held upon Trust (where applicable), the Trustee (where applicable) shall sell the assets received by way of such distribution and the net sale proceeds thereof shall be deemed as cash income of an H Share held upon the Trust.

Voluntary winding-up

- 9.9 If an effective resolution is passed during the Award Period for the voluntary winding-up of the Company (other than for the purposes of a reconstruction, amalgamation or scheme of arrangement), the Board or the Delegatee shall in its sole and absolute discretion determine whether the Vesting Dates of any Awards will be accelerated (subject to Rule 7.4 of this Scheme) and whether the Selected Participant will be entitled to receive out of the assets available in liquidation on an equal basis with the Shareholders such sum as they would have received in respect of the Awards.

Compromise or arrangement

- 9.10 If a compromise or arrangement between the Company and its Shareholders or creditors is proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies and a notice is given by the Company to its Shareholders to convene a general meeting to consider and if thought fit approve such compromise or arrangement and such Shareholders' approval is obtained, the Board or the Delegatee shall in its sole and absolute discretion determine whether the Vesting Dates of any Awards will be accelerated (subject to Rule 7.4 of this Scheme).
- 9.11 Unless and until the Award Shares are actually transferred to the Selected Participant and/or an institution controlled by him/her (such as a trust or a private company) after vesting on the Vesting Date, the Selected Participant shall have no interest or rights (including the right to vote, receive dividends, or other rights such as any rights arising on a liquidation of the Company) in the Award Shares granted hereunder; Shareholder's rights attached to any H Shares held by the Trustee (where applicable) under the Trust (including any Award Shares that have not yet vested) shall be governed by the Articles and/or any applicable laws, rules and regulations.

10. Scheme Mandate Limit

- 10.1 The maximum number of H Shares issued or to be issued in connection with this Scheme (whether through the issue of new H Shares or transfer of treasury H Shares) shall not exceed 28,000,000 H Shares and 7.82% of the issued H Shares (excluding treasury H Shares) as at the Adoption Date (the "**Scheme Mandate Limit**"), provided that the Board or the Delegatee may adjust such Scheme Mandate Limit as a result of any alteration in share capital conducted by the Company as permitted under the Listing Rules (provided that the maximum number of shares that may be issued in respect of all options and awards to be granted under all

Relevant Schemes of the Company as a percentage of the total number of issued shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole share). In any event, unless a higher threshold is permissible under the Listing Rules or any other applicable laws and regulations, the maximum number involving issuance of new H Shares or transfer of treasury H Shares under the scheme limit of all Relevant Scheme(s) shall not exceed 10% of the total number of issued H Shares of the Company (excluding the number of treasury H Shares in issue). For the avoidance of doubt, Returned Shares will not be regarded as utilized for the purpose of calculating (i) the Scheme Mandate Limit, and (ii) the aggregate number of H Shares underlying all grants made pursuant to the Scheme.

10.2 The total number of incentive H Shares granted to a Selected Participant under all Relevant Scheme(s) in the 12-month period up to and including the date of such grant shall not exceed 1% of the total number of issued shares of the Company (excluding the number of treasury Shares in issue); for the purpose of calculating the total number of non-vested Award Shares under this Rule 10.2, Awards lapsed in accordance with the terms of this Scheme and any other Relevant Scheme(s) from time to time shall be excluded.

10.3 The Scheme Mandate Limit may be refreshed by ordinary resolution of the Shareholders in general meeting every three years from the date of the Shareholders' approval for the adoption of this provision or last refreshment (whichever is later), provided that:

- (a) the Scheme Mandate Limit so refreshed shall not exceed 10% (or such other percentage as may from time to time be specified by the Stock Exchange) of the total number of issued H Shares (excluding the number of treasury Shares in issue) as at the date of such Shareholders' approval of the refreshment of the Scheme Mandate Limit; and
- (b) a circular regarding the proposed refreshment of the Scheme Mandate Limit has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules.

10.4 Further to the requirements set out above, any refreshment of the Scheme Mandate Limit within three years from the date of the Shareholders' approval for the adoption of this provision or last refreshment (whichever is later) must be approved by the Shareholders in general meeting subject to the following provisions:

- (a) any controlling Shareholders and their associates (or where there is no controlling Shareholder, directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting;
- (b) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules; and

- (c) the foregoing requirements do not apply if the refreshment is made immediately after an issue of Shares by the Company to its Shareholders on a pro rata basis as set out in Rule 13.36(2)(a) of the Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of the Shares, rounded to the nearest whole Share.

11. Cancellation of Awards

- 11.1 The Board or the Delegatee may in its sole and absolute discretion cancel any Award that has not vested or been forfeited.
- 11.2 Pursuant to Rule 17.03(14) of the Listing Rules, where the Company cancels Awards granted to a Selected Participant, and makes a new Grant to the same Selected Participant, such new Grant may only be made under a scheme with available scheme mandate limit approved by the Shareholders as referred to in Rule 17.03B or Rule 17.03C of the Listing Rules. The Awards cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit.

12. Returned Shares

- 12.1 The Trustee (where applicable) shall hold Returned Shares to be applied towards future Awards in accordance with the provisions hereof for the purpose of the Scheme. Where no Trustee has been appointed, any Returned Shares shall be held by the Company and applied towards future Awards in accordance with the Scheme Rules. When H Shares have been deemed to be Returned Shares under the Scheme Rules, the Trustee (where applicable) shall notify the Company accordingly.
- 12.2 Subject to Rule 6.3, where a Selected Participant ceases to be an Eligible Employee or when an Award to any Selected Participant lapses for any reason, any outstanding Award Shares not yet vested shall be immediately forfeited and continue to be held as Returned Shares by the Trustee (where applicable) or the Company (where no Trustee has been appointed).

13. Amendment of the Scheme

- 13.1 This Scheme may be amended in any respect by the Board or the Delegatee. Any alteration to the terms and conditions of this Scheme that are of a material nature or any alteration to the authority of the Board to alter the terms of this Scheme or any alteration to the specific terms of this Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules to the advantage of a Selected Participant or a proposed Selected Participant must be approved by the Shareholders in general meeting (with the Selected Participant or proposed Selected Participant and their associates abstaining from voting). The Board's determination as to whether any proposed alteration to the terms and conditions of this Scheme is material shall

be conclusive. The amended terms of this Scheme or the Awards shall still comply with the relevant requirements of Chapter 17 of the Listing Rules.

13.2 Subject to the provisions of Rule 13.1, the provisions in this Scheme may be amended by the Board or the Delegatee to reflect any amendments to the relevant Listing Rules made by the Stock Exchange after the date of adoption of this Scheme to comply with the relevant provisions of the Listing Rules which this Scheme has been drafted to reflect the position as at the date of adoption of this Scheme.

14. Termination

14.1 The Scheme shall terminate on the earlier of:

- (a) the end of the Award Period pursuant to Rule 3, except in respect of any non-vested Award Shares granted hereunder prior to the expiration of the Scheme, for the purpose of giving effect to the vesting of such Award Shares or otherwise as may be required in accordance with the provisions of the Scheme; or
- (b) such date of early termination as determined by the Board.

14.2 Upon termination of the Scheme:

- (a) No further Award Shares shall be granted under the Scheme; and
- (b) Any outstanding Award Shares that have been (i) granted but not yet vested or (ii) granted and vested but unissued as at the date of such early termination shall, unless the Board or the Delegatee determines otherwise in its sole and absolute discretion, continue to vest in accordance with the Vesting Schedule and subject to the vesting conditions set out in the relevant Award Letter, and the Scheme shall continue to operate for so long as is necessary to give effect to the vesting of such Award Shares or otherwise as may be required in accordance with the provisions of the Scheme Rules.

14.3 On the Business Day following the settlement, lapse, forfeiture or cancellation (as the case may be) of the last outstanding Award made under the Scheme, the Trustee (where applicable) shall sell all the H Shares remaining in the Trust within a reasonable time period as agreed between the Trustee and the Company upon receiving notice of the settlement, lapse, forfeiture or cancellation (as the case may be) of such last outstanding Award (or such longer period as the Company may otherwise determine), and remit all cash and net proceeds of such sale referred to in this Rule 14.3 and other funds remaining 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. Where no Trustee has been appointed, the Company shall deal with any remaining H Shares in accordance with the applicable provisions of the Listing Rules and applicable PRC laws and regulations.

15. Miscellaneous

- 15.1 The Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any Eligible Employee, and the rights and obligations of any Eligible Employee under the terms of his/her office or employment shall not be affected by his/her participation in the Scheme or any right which he/she may have to participate in it and the Scheme shall afford such Eligible Employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.
- 15.2 The Company shall bear the costs of establishing and administering the Scheme, including, for the avoidance of doubt, costs arising from communication as referred to in Rule 15.3, expenses incurred in connection with the acquisition of H Shares for the purposes of the Scheme and stamp duty incurred according to Rule 7.14 and normal registration fee (i.e. not being fee chargeable by the share registrar of any express service of registration) in respect of the transfer of the Award Shares to Selected Participants on the relevant Vesting Date. For the avoidance of doubt, the Company shall not be liable for any Tax or expenses of such other nature payable on the part of any Eligible Employee in respect of any sale, purchase, vesting or transfer of H Shares (or cash amount of equivalent value being paid), other than for any withholding tax liability of the Company or any member of the Group under applicable laws.
- 15.3 Any notice or other communication between the Company and any Eligible Employee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its registered office in Hong Kong or the PRC or such other address as notified to the Eligible Employee from time to time and in the case of an Eligible Employee, his/her address as notified to the Company from time to time. In addition, any notice (including the Vesting Notice) or other communication from the Company to any Eligible Employee or Selected Participant may be given by any electronic means through the Trustee (where applicable), as the Board or the Delegatee considers appropriate.
- 15.4 Any notice or other communication served by post shall be deemed to have been served 24 hours after the same was put in the post. Any notice or other communication served by electronic means shall be deemed to have been received on the day following that on which it was sent.
- 15.5 The Company shall not be responsible for any failure by any Eligible Employee to obtain any consent or approval required for such Eligible Employee to participate in the Scheme as a Selected Participant or for any Tax, expenses, fees or any other liability to which an Eligible Employee may become subject as a result of participation in the Scheme.

- 15.6 Each and every provision hereof shall be treated as a separate provision and shall be severally enforceable as such in the event of any provision or provisions being or becoming unenforceable in whole or in part. To the extent that any provision or provisions are unenforceable they shall be deemed to be deleted from these Scheme Rules, and any such deletion shall not affect the enforceability of the Scheme Rules as remain not so deleted.
- 15.7 The Scheme shall be subject to the applicable provisions of Chapter 17 of the Listing Rules.
- 15.8 Save as specifically provided herein, the Scheme shall not confer on any person any legal or equitable rights (other than those constituting and attaching to the Award Shares themselves) against the Group directly or indirectly or give rise to any cause of action at law or in equity against the Group. No person shall, under any circumstances, hold the Board or the Delegatee and/or the Company liable for any costs, losses, expenses and/or damages whatsoever arising from or in connection with the Scheme or the administration thereof.
- 15.9 In the event that an Award lapses in accordance with the Scheme Rules, no Selected Participant shall be entitled to any compensation for any loss or any right or benefit or prospective right or benefit under the Scheme which he/she might otherwise have enjoyed.
- 15.10 The Scheme shall operate subject to the Articles and to any restrictions under any applicable laws, rules and regulations.
- 15.11 By participating in the Scheme, the Selected Participant consents to the holding, processing, storage and use of personal data or information concerning him/her by any member of the Group, the Trustee (where applicable) or other third party service provider, in Hong Kong or elsewhere, for the purpose of the administration, management or operation of the Scheme. Such consent permits, but is not limited to, the following:
- (a) the administration and maintenance of records of the Selected Participant;
 - (b) the provision of data or information to members of the Group, the Trustee (where applicable), registrars, brokers or third party administrators or managers of the Scheme, in Hong Kong or elsewhere;
 - (c) the provision of data or information to future purchasers or merger partners of the Company, the Selected Participant's employing company, or the business in which the Selected Participant works;
 - (d) the transfer of data or information about the Selected Participant to a country or territory outside the Selected Participant's home country which may not provide the same statutory protection for the information as his/her home country; and

- (e) in the case where an announcement is required to be made or a circular is required to be despatched pursuant to the Listing Rules or other applicable laws, rules and regulations for the purposes of granting an Award, the disclosure of the identity of such Selected Participant, the number of Award Shares and the terms of the Award granted and/or to be granted and all other information as required under the Listing Rules or other applicable laws, rules and regulations.

The Selected Participant is entitled, on payment of a reasonable fee, to a copy of the personal data held about him/her, and if such personal data is inaccurate, the Selected Participant has the right to have it corrected.

- 15.12 The Trustee (where applicable) holding any unvested H Share(s) under the 2026 H Share Award and Trust Scheme, whether directly or indirectly, should abstain from voting on matters subject to shareholder approval in accordance with the Listing Rules unless otherwise required by law to act in accordance with the directions given by the beneficial owner and to give such directions.

16. Dispute Resolution and Governing Law

- 16.1 The Board shall determine any question of interpretation and settle any dispute arising under or in connection with this Scheme. In such matters, the Board's decision shall be final.
- 16.2 The Scheme shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the PRC.

PROPOSED GRANT OF THE REPURCHASE MANDATE

In order to preserve the value of the Company and protect Shareholders' interests, and to obtain H Shares needed for the 2026 H Share Scheme without affecting the public float requirements of the Stock Exchange, in accordance with the requirements of Company Law of the PRC and other relevant laws and regulations, the listing rules of the stock exchanges in the place where the shares of the Company are listed and the Articles of Association, the Board hereby proposes at the EGM to generally and unconditionally authorize the Board of Directors to, or to re-delegate to the Company's management of the Board and its authorized persons, to determine to repurchase and deal with H Shares or securities which may be converted into such shares, share options, warrants, or the similar rights to subscribe for the H Shares of the Company (hereinafter referred to as the **"Similar Rights"**) not exceeding 1.9511% of the number of the Company's shares in issue (excluding any treasury H Shares, same below) at the time of the EGM. The specific authorization is as follows:

- I. Generally and unconditionally authorize the Board of Directors to, or to re-delegate to the Company's management of the Board and its authorized persons, to determine the terms and conditions for the repurchase and disposal of H Shares or Similar Rights, including but not limited to:
 1. formulate and implement the specific repurchase plans, including but not limited to determining the repurchase price, the number of repurchased shares, the total amount of funds for the share repurchase and their sources, and determine the time and duration of repurchase, etc.;
 2. notify creditors and issue announcements in accordance with the requirements of the relevant laws, regulations, normative documents and the Articles of Association;
 3. carry out the relevant approval and filing procedures as required by regulatory authorities and the stock exchanges in the place where the shares of the Company are listed;
 4. execute, sign and take all such documents, actions, things or steps as are considered appropriate, necessary or expedient in connection with, and to give effect to, the proposed share repurchase in accordance with the requirements of relevant laws and regulations and the listing rules of the stock exchange(s) on which the Company's shares are listed;
 5. hold the repurchased H Shares as treasury shares, and in due course sell such treasury H Shares, use them to satisfy equity incentive plans or take such other actions as permitted by the listing rules of the stock exchanges on which the Company's shares are listed, and complete the relevant registration and filing procedures under applicable laws both inside and outside the PRC; and/or

APPENDIX II PROPOSED GRANT OF THE REPURCHASE MANDATE

6. execute and handle other documents and matters related to the repurchase of H Shares.
- II. The number of H Shares to be repurchased and dealt with by the Board of Directors to, or to re-delegate to the Company's management of the Board and its authorized persons in accordance with the Repurchase Mandate referred to in the first paragraph above shall not exceed 1.9511% of the number of the Company's shares in issue at the time of the EGM.
- III. Where the Board of Directors or the Company's management of the Board and its authorized persons have, during the effective period of the Repurchase Mandate specified in the fifth paragraph of this resolution, determined to repurchase and deal with H Shares or Similar Rights, and the Company also has, during the effective period of the Repurchase Mandate, obtained the relevant approval, permission from, or registration (if applicable) with the regulatory authorities, the Board of Directors of the Company or the Company's management of the Board and its authorized persons may, during the effective period of such approval, permission or registration, complete the relevant repurchase and disposal of such shares.
- IV. To authorize the Board of Directors or the Company's management of the Board and its authorized persons to obtain an approval from all relevant government departments and/or regulatory authorities (if applicable) in accordance with the applicable laws (including but not limited to the Company Law of the PRC and the Listing Rules) to exercise the Repurchase Mandate.
- V. The effective period of the Repurchase Mandate shall be from the passing of this resolution to the following date, whichever is earlier:
 1. the date falling 12 months from the date on which the relevant resolution is passed at the EGM;
 2. the date of conclusion of the Company's 2026 annual general meeting; or
 3. at the time of passing a special resolution by the shareholders of the Company at the general meeting to revoke or vary the Repurchase Mandate under this resolution in accordance with the Articles of Association or other means.

The Board of Directors or its authorized persons shall, pursuant to this resolution, authorize, make repurchase decision according to the market conditions within the effective period and implement such repurchase.

APPENDIX II PROPOSED GRANT OF THE REPURCHASE MANDATE

- VI. To authorize the Board of Directors or the Company's management of the Board and its authorized persons to approve, execute and do or procure to be executed and done, all such documents, deeds and things as it may consider necessary in connection with the repurchase and disposal of any shares under the abovementioned Repurchase Mandate, handle the necessary procedures and take other necessary actions.
- VII. To authorize the Board of Directors or the Company's management of the Board and its authorized persons to reduce the registered capital of the Company and make appropriate and necessary amendments to the Articles of Association in accordance with the way, type and number of the repurchase of H Shares of the Company and the actual shareholding structure of the Company upon completion of the repurchase of H Shares.

The following is an explanatory statement required by the Listing Rules to provide the Shareholders with requisite information reasonably necessary for them to make an informed decision on whether to vote for or against the special resolutions to be proposed at the EGM, the H Share Class Meeting and the A Share Class Meeting in relation to the granting of the Repurchase Mandate.

1. SHARE CAPITAL

As at the Latest Practicable Date, the total number of the Company's shares in issue (excluding any treasury H Shares) is 1,835,416,798 Shares. Subject to the passing of the special resolutions set out in the EGM, the H Share Class Meeting and the A Share Class Meeting in respect of the grant of the Repurchase Mandate and on the basis that the total number of the Company's shares in issue remains unchanged on the date of the EGM, i.e., 1,835,416,798 Shares, the Directors would be authorized to repurchase, during the Relevant Period (as defined below), up to 35,811,105 H Shares, representing 1.9511% of the number of the Company's shares in issue (excluding any treasury H Shares) as at the date of the EGM. The exercise of the Repurchase Mandate is further subject to:

- (i) the obtainment of approvals from all relevant regulatory authorities having jurisdiction over the Company (if applicable) as required by the laws, regulations and rules of the PRC; and
- (ii) the Company not being required by any of its creditors to repay or to provide guarantees in respect of any amount due to any of them (or if the Company is so required by any of its creditors, the Company having, at its absolute discretion, repaid or provided guarantee in respect of such amount) pursuant to the notification procedures under the Company Law of the PRC and the Articles of Association. If the Company determines to repay any amount to any of its creditors, the Company will do so out of its internal funds.

The effective period of the Repurchase Mandate (the “**Relevant Period**”) shall be from the passing of this resolution to the following date, whichever is earlier:

1. the date falling 12 months from the date on which the relevant resolution is passed at the EGM;
2. the date of conclusion of the Company's 2026 annual general meeting; or
3. at the time of passing a special resolution by the shareholders of the Company at the general meeting to revoke or vary the Repurchase Mandate under this resolution in accordance with the Articles of Association or other means.

2. REASONS FOR SHARE REPURCHASE

The Directors believe that a general authority from the Shareholders to enable the Company to repurchase its H Shares is to preserve the value of the Company and protect Shareholders' interests, and to obtain H Shares needed for the 2026 H Share Scheme without affecting the public float requirements of the Stock Exchange.

Subject to the Listing Rules and other applicable laws and regulations, the Company may cancel any H Shares that are repurchased and/or hold them as treasury shares subject to market conditions and the Company's own capital management needs at the relevant time of the repurchases.

3. FUNDING OF SHARE REPURCHASE

In repurchasing its H Shares, the Company intends to apply funds from its internal resources (which may include surplus funds and retained profits) legally available for such purpose in accordance with its Articles of Association, the laws of the PRC and/or any other applicable laws, as the case may be.

4. IMPACT OF SHARE REPURCHASE

Any repurchase of the Shares by the Company may only be made out of the funds of the Company that would otherwise be available for dividend or distribution. The amount of financing required for the Company to purchase or acquire its Shares, and the impact on the Company's financial position, cannot be ascertained as at the Latest Practicable Date as these will depend on whether the Shares are purchased or acquired out of capital or profits, the number of shares purchased or acquired and the price at which such Shares were purchased or acquired. There might be a material adverse impact on the working capital or gearing position of the Company (as compared with the position disclosed in the audited consolidated financial statements contained in the annual report of the Company for the year ended December 31, 2025) in the event that the Repurchase Mandate is to be carried out in full at any time during the proposed repurchase period. However, the Directors do not intend to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or the gearing levels which in the opinion of the Directors are from time to time appropriate for the Company.

5. MARKET PRICES OF SHARES

The highest and lowest prices per Share at which Shares have traded on the Stock Exchange during the previous twelve months prior to the Latest Practicable Date are as follows:

Month	H Share Prices	
	Highest HK\$	Lowest HK\$
2025		
September	29.48	20.94
October	30.12	22.84
November	26.68	20.52
December	22.64	19.09
2026		
January	25.60	19.35
February	22.06	19.25
March	21.06	17.11
April	22.32	19.14
May	21.22	17.13
June	18.87	14.45
July	26.24	18.50
August (up to the Latest Practicable Date)	34.86	22.48

6. GENERAL

To the best of knowledge of the Directors and having made all reasonable enquiries, none of the Directors nor any of their respective close associates (as defined in the Listing Rules) have any present intention to sell any Shares to the Company in the event that the granting of the Repurchase Mandate is approved by the Shareholders.

The Company has not been notified by any core connected persons (as defined in the Listing Rules) of the Company that they have a present intention to sell any Shares to the Company, or that they have undertaken not to sell any Shares held by them to the Company in the event that the granting of the Repurchase Mandate is approved by the Shareholders.

The Directors have undertaken to the Stock Exchange to exercise the power of the Company to repurchase H Shares pursuant to the Repurchase Mandate in accordance with the Listing Rules, the Articles of Association and the applicable laws of the PRC. The Directors confirm that neither this explanatory statement nor the proposed share repurchase has any unusual features.

7. TAKEOVERS CODE

If as a result of a repurchase of H Shares pursuant to the Repurchase Mandate, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition of voting rights for the purposes of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert (within the meaning under the Takeovers Code), depending on the level of increase in the Shareholder's interest, could obtain or consolidate control of the Company and thereby become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. As at the Latest Practicable Date, the Directors are not aware of any consequences which will arise under the Takeovers Code as a result of any repurchases to be made under the Repurchase Mandate.

To the best knowledge of the Company, having taken into account the voting rights held or controlled by Dr. Lou Boliang, Mr. Lou Xiaoqiang and Ms. Zheng Bei as at the Latest Practicable Date, the Directors consider that the increase in aggregate control over the voting rights of Dr. Lou Boliang, Mr. Lou Xiaoqiang and Ms. Zheng Bei in the event that the Directors exercise the proposed Repurchase Mandate in full would not give rise to an obligation to make a mandatory offer under Rule 26 of the Takeovers Code.

Under the Administration of the Takeover of Listed Companies Procedures 《(上市公司收購管理辦法)》 in the PRC, where the repurchase of shares from specific shareholders by a listed company according to the determined price approved by the general meeting of shareholders results in reduction of share capital, thereby rendering the equity held by the investor in the company exceeding 30% of the issued shares of that company, the investor is exempted from making a tender offer. In the event of any intention to increase the shareholding by means other than tender offer, a general tender offer shall be sent out. Therefore, where the Repurchase Mandate is exercised in full and the aggregate control over voting rights of Dr. Lou Boliang, Mr. Lou Xiaoqiang and Ms. Zheng Bei would be increased to approximately 17.87%, Dr. Lou Boliang, Mr. Lou Xiaoqiang and Ms. Zheng Bei will have no obligation to extend general tender offer to other shareholders.

Save as disclosed above, the Directors are not aware of any consequences which will arise under either or both of the Takeovers Code and any similar applicable law as a result of any repurchases to be made under the Repurchase Mandate.

Further, the Directors do not propose to exercise the Repurchase Mandate to such an extent as would, in the circumstances, give rise to an obligation to make a mandatory offer in accordance with Rule 26 of the Takeovers Code and/or result in the aggregate number of Shares held by the public shareholders falling below the prescribed minimum percentage required by the Stock Exchange.

8. SHARE REPURCHASE MADE BY THE COMPANY

During the six months prior to the Latest Practicable Date, the Company had not repurchased any of the Shares (whether on the Stock Exchange, Shenzhen Stock Exchange or otherwise).

APPENDIX IV PROPOSED AUTHORIZATION FOR ISSUANCE OF OFFSHORE DEBT FINANCING INSTRUMENTS

In order to satisfy the business development needs of the Company and to leverage favourable market opportunities in a timely manner, and pursuant to the Company Law of the PRC and other relevant laws and regulations, the listing rules of the stock exchange(s) where the Company's shares are listed, and the Articles of Association, the Board proposes to request the EGM to grant a general and unconditional authority to the Board, and for the Board to further delegate authority to the Chairman and his/her authorized persons, to decide on and implement the issuance of offshore debt financing instruments within the authorized limit approved at the EGM.

I. Principal Terms for Issuance of Offshore Debt Financing Instruments

1. Categories of the debt financing instruments: The debt financing instruments may include, but are not limited to, H Share convertible bonds, offshore RMB bonds, foreign currency bonds, perpetual bonds, and such other offshore RMB or foreign currency debt financing instruments as may be permitted by regulatory authorities.
2. Size of issuance: The aggregate amount of offshore debt financing instruments to be issued under the authorization shall not exceed USD400 million (inclusive) or its equivalent in other currencies, and may be issued in one or more tranches within the authorization period.
3. Currency of issuance: The currency of issuance of offshore debt financing instruments may be RMB or foreign currency based on the review and approval results of the issuance of debt financing instruments and the market conditions of offshore debt financing instruments at the time of issuance.
4. Term and interest rate: The maximum tenor shall not exceed 10 years and may comprise a single tenor or a combination of different tenors. The specific tenor mix, issuance size for each tenor and interest rate shall be determined by the Board or the chairman and his authorized persons based on applicable regulations and market conditions.
5. The issuing entity: The issuing entity may be the Company or a wholly-owned domestic or overseas subsidiary or special purpose vehicle established by the Company. Where a wholly-owned domestic or overseas subsidiary or special purpose vehicle serves as the issuing entity, the Company shall provide, within the authorized issuance limit, guarantees (including guarantees provided by the issuing entity itself and/or guarantees provided by the Company for the issuing entity), keep-well agreements or third-party credit enhancement.
6. Issuance price: The specific issuance price shall be determined by the Board or the Chairman and his/her authorized person(s) in accordance with relevant regulations and market conditions.

APPENDIX IV PROPOSED AUTHORIZATION FOR ISSUANCE OF OFFSHORE DEBT FINANCING INSTRUMENTS

7. Use of proceeds: The proceeds from the issuance of the debt financing instruments, after deduction of issuance expenses, are expected to be used for day-to-day operating needs, repayment of loans, supplementing working capital and/or investment and acquisition activities. The specific use of proceeds shall be determined and adjusted by the Board or the chairman and his authorized persons in accordance with the Company's funding needs from time to time.
8. Method of issuance: To be determined according to the review and approval results of the issuance of offshore debt financing instruments and the market conditions of offshore debt financing instruments at the time of issuance.
9. The debt financing instruments to be issued are proposed to be listed on the Stock Exchange or other overseas exchanges.

II. Authorization for Issuance of Offshore Debt Financing Instruments

1. To propose that the EGM generally and unconditionally authorizes the Board to, or to re-delegate the Chairman and its authorized person(s) to, determine in their absolute discretion and deal with all matters in respect of the issuance of debt financing instruments in accordance with the Company's needs from time to time as well as the then prevailing market conditions, including but not limited to:
 - 1) to determine and implement the specific plan for issuance of debt financing instruments, including but not limited to the establishment and determination of the appropriate issuer, the type of debt financing instruments to be issued, the method of issuance, currency, the nominal value of debt financing instruments, issuance price, the size of issuance, interest rate or its determination mechanism, issuance objects, the markets for issuance, the timing of issuance, the term of issuance, issuance in installments and number of tranches (if applicable), sale-back clause and redemption clause (if applicable), the option for raising the coupon rate (if applicable), rating arrangement, guarantees (if applicable), repayment period, conversion price, use of proceeds, specific placing arrangement, underwriting arrangement, debt repayment guarantee measures and all other matters in respect of the issuance of debt financing instruments.
 - 2) to carry out all necessary and ancillary actions and procedures in relation to the issuance of debt financing instruments, including but not limited to engaging intermediary institutions, applying for and handling all registration, approval and filing procedures with the relevant government departments and/or regulatory authorities in connection with the issuance of debt financing instruments on behalf of the Company, executing, amending and implementing all necessary legal documents for the issuance of debt financing instruments, selecting trustee(s) for

APPENDIX IV	PROPOSED AUTHORIZATION FOR ISSUANCE OF OFFSHORE DEBT FINANCING INSTRUMENTS
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the issuance of debt financing instruments, formulating the rules for meetings of the holders of debt financing instruments, dealing with any related information disclosure matters in accordance with applicable laws and regulations and requirements of the regulatory authorities, and handling other matters in connection with the issuance and trading of debt financing instruments.

- 3) in the event of changes in regulatory policies or market conditions, except for matters which are required to be voted on at the general meeting of the Company pursuant to relevant laws, regulations and the Articles of Association, and subject to the authorization at the general meeting, the relevant matters such as the specific plan for issuing debt financing instruments may be adjusted in accordance with the opinion of the regulatory authorities or in response to changes in market conditions, or a determination may be made as to whether or not to continue the work for such issuance in accordance with actual conditions.
 - 4) to determine and deal with all relevant matters in connection with the listing of the debt financing instruments to be issued on the Stock Exchange or other overseas exchanges in response to market conditions.
 - 5) to handle any other specific matters related to the issuance of debt financing instruments and execute all relevant or necessary documents.
2. To agree that while the above matters are approved and authorized by the EGM, the Board shall further delegate the Chairman and its authorized person(s) to implement the issuance of debt financing instruments in accordance with the Company's needs and other market conditions.
 3. To authorize the Chairman and its authorized person(s) to approve, execute and dispatch relevant documents, announcements and circulars and make relevant information disclosure in accordance with the applicable listing rules in the place(s) where the shares of the Company are listed.

III. The Validity Period of the Authorization for Issuance of Offshore Debt Financing Instruments

The authorization shall be effective for a period of 36 months from the date of approval at the EGM.

If the Board or the Chairman and its authorized person(s) have resolved to issue the debt financing instruments within the validity period of the authorization and the Company has also obtained the approval, permission or registration (if applicable) for such issuance from the regulatory authorities within the validity period of the authorization, the Board or the Chairman and its authorized person(s) of the Company may complete the relevant issuance within the validity period as confirmed by such approval, permission or registration.

If this resolution is approved by the EGM, within the validity period of the authorization for issuance of debt financing instruments mentioned above, any determination by the Board to issue overseas bonds and the implementation thereof shall be carried out in accordance with the authorization under this resolution.

PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION

Before Amendment	After Amendment
Article 1 These Articles of Association are formulated (制訂) in accordance with the Company Law of the People’s Republic of China (中華人民共和國公司法) (the “Company Law”), the Securities Law of the People’s Republic of China (中華人民共和國證券法) (the “Securities Law”), the Trial Measures for the Administration of Overseas Issuance and Listing of Securities by Domestic Enterprises 《(境內企業境外發行證券和上市管理試行辦法)》, the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “Hong Kong Listing Rules”), Shenzhen Stock Exchange ChiNext Listing Rules 《(深圳證券交易所創業板股票上市規則)》, and other relevant provisions of other laws, regulations and normative documents to safeguard the legitimate rights and interests of Pharmaron Beijing Co., Ltd. (the “Company”), its shareholders, staff and creditors, and to regulate the organization and activities of the Company.	Article 1 These Articles of Association are formulated (制定) in accordance with the Company Law of the People’s Republic of China (中華人民共和國公司法) (the “Company Law”), the Securities Law of the People’s Republic of China (中華人民共和國證券法) (the “Securities Law”), the Trial Measures for the Administration of Overseas Issuance and Listing of Securities by Domestic Enterprises 《(境內企業境外發行證券和上市管理試行辦法)》, the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “Hong Kong Listing Rules”), Shenzhen Stock Exchange ChiNext Listing Rules 《(深圳證券交易所創業板股票上市規則)》, and other relevant provisions of other laws, regulations and normative documents to safeguard the legitimate rights and interests of Pharmaron Beijing Co., Ltd. (the “Company”), its shareholders, staff and creditors, and to regulate the organization and activities of the Company.
Article 17 The Company shall issue shares under the principles of fairness and equality and shares of the same class carry same rights. The issue conditions and price per share (股票) of the same class in the same issue are the same; the same price is paid for each share subscribed for by any entities or individuals.	Article 17 The Company shall issue shares under the principles of fairness and equality and shares of the same class carry same rights. The issue conditions and price per share (股份) of the same class in the same issue are the same; the same price is paid for each share subscribed for by any entities or individuals.
Article 23 Based on its operation and development requirements, in accordance with the relevant laws and regulations, and subject (做) to the resolution at the general meeting, the Company may increase its registered capital by any of the following methods:	Article 23 Based on its operation and development requirements, in accordance with the relevant laws and regulations, and subject (作) to the resolution at the general meeting, the Company may increase its registered capital by any of the following methods:

Before Amendment	After Amendment
(I) Issue shares to unspecified persons; (II) Issue shares to specific persons; (III) Placing new shares to its existing shareholders; (IV) Issuing bonus shares to its existing shareholders; (V) Capitalizing its capital common reserve; (VI) Any other means permitted by laws, administrative regulations and the relevant regulatory authorities.	(I) Issue shares to unspecified persons; (II) Issue shares to specific persons; (III) Placing new shares to its existing shareholders; (IV) Issuing bonus shares to its existing shareholders; (V) Capitalizing its capital common reserve; (VI) Any other means as prescribed by laws, administrative regulations and the relevant regulatory authorities.
Article 27 Buy-back of shares of the Company under the circumstances specified in item (I) and item (II) in the first paragraph of Article 25 of the Articles of Association shall be subject to the approval of the shareholders' general meeting. Buy-back of shares of the Company under the circumstances specified in item (III), item (V) and item (VI) in the first paragraph of Article 25 of the Articles of Association shall be subject to the approval from a meeting of the board of directors where over two-thirds of the directors are present. For any buy-back of the Company's shares pursuant to the first paragraph of Article 25 of the Articles of Association, shares bought back pursuant to item (I) of that paragraph shall be cancelled within ten (10) days from the date of the buy-back; for those circumstances described in items (II) and (IV) of that paragraph, the shares shall be transferred or cancelled within six (6) months; for circumstances described in items (III), (V) and (VI) of that paragraph, the total number (總額) of the Company's shares held by the Company shall not exceed 10% of the Company's total issued shares and shall be transferred or cancelled within three (3) years.	Article 27 Buy-back of shares of the Company under the circumstances specified in item (I) and item (II) in the first paragraph of Article 25 of the Articles of Association shall be subject to the approval of the shareholders' general meeting. Buy-back of shares of the Company under the circumstances specified in item (III), item (V) and item (VI) in the first paragraph of Article 25 of the Articles of Association shall be subject to the approval from a meeting of the board of directors where over two-thirds of the directors are present. For any buy-back of the Company's shares pursuant to the first paragraph of Article 25 of the Articles of Association, shares bought back pursuant to item (I) of that paragraph shall be cancelled within ten (10) days from the date of the buy-back; for those circumstances described in items (II) and (IV) of that paragraph, the shares shall be transferred or cancelled within six (6) months; for circumstances described in items (III), (V) and (VI) of that paragraph, the total number (總數) of the Company's shares held by the Company shall not exceed 10% of the Company's total issued shares and shall be transferred or cancelled within three (3) years.

Before Amendment	After Amendment
Article 30 The Company shall not accept its shares (股票) being held as security under a pledge.	Article 30 The Company shall not accept its shares (股份) being held as security under a pledge.
Chapter 4 Shareholders and Shareholders' General Meeting Section 1 Shareholders	Chapter 4 Shareholders and Shareholders' General Meeting Section 1 General Provisions for Shareholders
Article 33 The Company establishes its share register on the basis of the certificates provided by the securities settlement and registration institution, and the share register shall be conclusive evidence of a shareholder's ownership of the Company's shares. Shareholders shall enjoy rights and have obligations in accordance with the class of shares held by them. Shareholders holding the same class of shares shall be entitled to equal rights and have equal obligations.	Article 33 The Company establishes its share register on the basis of the certificates provided by the securities registration and settlement institution, and the share register shall be conclusive evidence of a shareholder's ownership of the Company's shares. Shareholders shall enjoy rights and have obligations in accordance with the class of shares held by them. Shareholders holding the same class of shares shall be entitled to equal rights and have equal obligations.

Before Amendment	After Amendment
Article 46 The external investment, purchase and disposal of assets, external guarantee, consigned financial management, connected/related transactions and others to be submitted to the shareholders' general meeting for consideration after consideration and approval by the board of directors are as follows: (I) When a transaction of the Company (except for provision of guarantees and financial assistance) meets one of the following criteria, it shall be submitted to the general meeting for consideration and approval: 1. The total assets involved in the transaction account for more than 50% of the Company's latest audited total assets. Where the total assets involved in the transaction have both book value and appraised value whatever is higher shall be taken for calculation; 2. the operating revenue related to the subject of the transaction (for instance, equity interest) for the latest accounting year accounts for more than 50% of the Company's audited operating revenue for the latest accounting year, with an absolute amount exceeding RMB50 million; 3. the net profit related to the subject of the transaction (for instance, equity interest) for the latest accounting year accounts for more than 50% of the Company's audited net profit for the latest accounting year, with an absolute amount exceeding RMB5 million;	Article 46 The external investment, purchase and disposal of assets, external guarantee, consigned financial management, connected/related transactions and others to be submitted to the shareholders' general meeting for consideration after consideration and approval by the board of directors are as follows: (I) When a transaction of the Company (except for provision of guarantees and financial assistance) meets one of the following criteria, it shall be submitted to the general meeting for consideration and approval: 1. The total assets involved in the transaction account for more than 50% of the Company's latest audited total assets. Where the total assets involved in the transaction have both book value and appraised value whatever is higher shall be taken for calculation; 2. the operating revenue related to the subject of the transaction (for instance, equity interest) for the latest accounting year accounts for more than 50% of the Company's audited operating revenue for the latest accounting year, with an absolute amount exceeding RMB50 million; 3. the net profit related to the subject of the transaction (for instance, equity interest) for the latest accounting year accounts for more than 50% of the Company's audited net profit for the latest accounting year, with an absolute amount exceeding RMB5 million;

Before Amendment	After Amendment
4. the transaction amount of the transaction (including the debt and expenses) accounts for more than 50% of the Company's latest audited net assets, with an absolute amount exceeding RMB50 million; 5. the profit derived from the transaction accounts for more than 50% of the Company's audited net profit for the latest accounting year, with an absolute amount exceeding RMB5 million. In case the figure involved in the above index calculation is negative, the absolute value thereof shall be taken for calculation. For transactions in which the Company receives unilateral benefits, including gifts of assets in cash and debt reduction or relief, etc., the Company may be exempted from fulfilling the review and approval procedures at the shareholders' general meeting. When a transaction of the Company only meets the standards as set out in the item 3 or item 5 above, and the absolute value of the earnings per share in the latest financial year of the Company is less than RMB0.05, the Company may be exempted from fulfilling the review and approval procedures at the shareholders' general meeting. (II) The following guarantees of the Company (including the guarantee provided to controlling subsidiaries) shall be considered and passed at the shareholders' general meeting: 1. A single guarantee for amount in excess of 10% of the Company's latest audited net assets;	4. the transaction amount of the transaction (including the debt and expenses) accounts for more than 50% of the Company's latest audited net assets, with an absolute amount exceeding RMB50 million; 5. the profit derived from the transaction accounts for more than 50% of the Company's audited net profit for the latest accounting year, with an absolute amount exceeding RMB5 million. In case the figure involved in the above index calculation is negative, the absolute value thereof shall be taken for calculation. For transactions in which the Company receives unilateral benefits, including gifts of assets in cash and debt reduction or relief, etc., the Company may be exempted from fulfilling the review and approval procedures at the shareholders' general meeting. When a transaction of the Company only meets the standards as set out in the item 3 or item 5 above, and the absolute value of the earnings per share in the latest financial year of the Company is less than RMB0.05, the Company may be exempted from fulfilling the review and approval procedures at the shareholders' general meeting. (II) The following guarantees of the Company (including the guarantee provided to controlling subsidiaries) shall be considered and passed at the shareholders' general meeting: 1. A single guarantee for amount in excess of 10% of the Company's latest audited net assets;

Before Amendment	After Amendment
2. Any guarantee provided after the total amount of guarantee to third parties provided by the Company and its controlling subsidiary has exceeded 50% of the Company's latest audited net assets; 3. A guarantee to be provided to a party which has an asset-liability ratio in excess of 70%; 4. Any guarantee provided upon the total amount of guarantee to third parties provided by the Company exceeding 30% of the Company's latest audited total assets; 5. Guarantee where the amount of guarantee provided in 12 consecutive months exceeds 30% of the Company's latest audited total assets; 6. Guarantee where the amount of guarantee provided in 12 consecutive months exceeds 50% of the Company's latest audited net assets and the absolute amount exceeds RMB50 million; 7. Guarantee to be provided to shareholders, actual controller and connected parties thereof; 8. Other guarantees as prescribed by stock exchanges or the Articles of Association. When the board of directors consider the above guarantees at the board meeting, such guarantees are required to be passed by more than two-thirds of directors attending the board meeting. When the guarantee specified in item 4, 5 above is considered at the shareholders' general meeting, it shall be passed by more than two-thirds of voting rights held by the shareholders attending the shareholders' general meeting.	2. Any guarantee provided after the total amount of guarantee to third parties provided by the Company and its controlling subsidiary has exceeded 50% of the Company's latest audited net assets; 3. A guarantee to be provided to a party which has an asset-liability ratio in excess of 70%; 4. Any guarantee provided upon the total amount of guarantee to third parties provided by the Company and its controlling subsidiary exceeding 30% of the Company's latest audited total assets; 5. Guarantee where the amount of guarantee provided in 12 consecutive months exceeds 30% of the Company's latest audited total assets; 6. Guarantee where the amount of guarantee provided in 12 consecutive months exceeds 50% of the Company's latest audited net assets and the absolute amount exceeds RMB50 million; 7. Guarantee to be provided to shareholders, actual controller and connected parties thereof; 8. Other guarantees as prescribed by stock exchanges or the Articles of Association. When the board of directors consider the above guarantees at the board meeting, such guarantees are required to be passed by more than two-thirds of directors attending the board meeting. When the guarantee specified in item 4, 5 above is considered at the shareholders' general meeting, it shall be passed by more than two-thirds of voting rights held by the shareholders attending the shareholders' general meeting.

Before Amendment	After Amendment
When considering the resolution of providing guarantee to shareholders, actual controller and connected parties thereof at the shareholders' general meeting, such shareholders or shareholders controlled by such actual controller shall not vote on such resolution. Such resolution requires a simple majority of the voting rights of other shareholders attending the shareholders' general meeting to be passed. Where a guarantee is provided by the Company to the connected parties, it shall be disclosed in a timely manner after being considered and approved by the board of directors and submitted to the shareholders' general meeting for consideration. Where a guarantee is provided by the Company to the controlling shareholder, actual controller and its connected parties, such controlling shareholder, actual controller and connected parties shall provide counter guarantee. Where a guarantee is provided by the Company to a wholly-owned subsidiary or a guarantee is provided to a controlling subsidiary and other shareholders of such controlling subsidiary provided guarantees in proportion to their rights and interests, and such guarantees fall within the scope of items 1, 2, 3 and 6 of this Article, they may be exempted from being submitted to the shareholders' general meeting for consideration.	When considering the resolution of providing guarantee to shareholders, actual controller and connected parties thereof at the shareholders' general meeting, such shareholders or shareholders controlled by such actual controller shall not vote on such resolution. Such resolution requires a simple majority of the voting rights of other shareholders attending the shareholders' general meeting to be passed. Where a guarantee is provided by the Company to the connected parties, it shall be disclosed in a timely manner after being considered and approved by the board of directors and submitted to the shareholders' general meeting for consideration. Where a guarantee is provided by the Company to the controlling shareholder, actual controller and its connected parties, such controlling shareholder, actual controller and connected parties shall provide counter guarantee. Where a guarantee is provided by the Company to a wholly-owned subsidiary or a guarantee is provided to a controlling subsidiary and other shareholders of such controlling subsidiary provided guarantees in proportion to their rights and interests, and such guarantees fall within the scope of items 1, 2, 3 and 6 of this Article, they may be exempted from being submitted to the shareholders' general meeting for consideration.

Before Amendment	After Amendment
(III) If the transaction is entered into between the Company and the connected parties as stipulated in the Rules Governing the Listing of Shares on the ChiNext Market of Shenzhen Stock Exchange (except for provision of guarantees) with an amount of more than RMB30 million and representing more than 5% of the latest audited net asset absolute value of the Company, an intermediary that complies with relevant regulations of the CSRC and the stock exchange where the Company's shares are listed shall be engaged to assess or audit the subject of the transaction, and the transaction shall be submitted to the shareholders' general meeting for consideration. Connected transactions related to the ordinary course of business of the Company may be exempted from audit or assessment. When the shareholders' general meeting considers a connected transaction, the connected shareholders shall abstain from voting and shall not exercise the voting right on behalf of other shareholders. The following connected transactions of the Company that take place within 12 consecutive months shall be subject to the aforesaid provisions in accordance with the principle of cumulative calculation: 1. Transactions entered into with the same connected parties; 2. Transactions entered into with different connected parties with respect to a certain type of subject.	(III) If the transaction is entered into between the Company and the connected parties as stipulated in the Rules Governing the Listing of Shares on the ChiNext Market of Shenzhen Stock Exchange (except for provision of guarantees) with an amount of more than RMB30 million and representing more than 5% of the latest audited net asset absolute value of the Company, an intermediary that complies with relevant regulations of the CSRC and the stock exchange where the Company's shares are listed shall be engaged to assess or audit the subject of the transaction, and the transaction shall be submitted to the shareholders' general meeting for consideration. Connected transactions related to the ordinary course of business of the Company may be exempted from audit or assessment. When the shareholders' general meeting considers a connected transaction, the connected shareholders shall abstain from voting and shall not exercise the voting right on behalf of other shareholders. The following connected transactions of the Company that take place within 12 consecutive months shall be subject to the aforesaid provisions in accordance with the principle of cumulative calculation: 1. Transactions entered into with the same connected parties; 2. Transactions entered into with different connected parties with respect to a certain type of subject.

Before Amendment	After Amendment
The same aforesaid connected parties shall include other connected parties controlled by the same entity or having a mutual equity control relationship with the connected parties. Connected transactions whose relevant obligations have been fulfilled in accordance with the first clause of this Article, shall no longer be included in the relevant cumulative calculation scope. The following transactions entered into between the Company and connected parties may be exempted from submission to the shareholders' general meeting for consideration: 1. The Company's participation in public tenders and public auctions for unspecified targets (excluding restricted methods such as invitations to bid); 2. Transactions in which the Company receives unilateral benefits, including gifts of assets in cash, debt reduction or relief, guarantees and financing; 3. The pricing of connected transactions is set by the country; 4. A connected party provides funds to the Company at an interest rate no higher than the standard interest rate for loans of the same period stipulated by the People's Bank of China; 5. Where the Company provides products and services to directors and senior management on the same trading terms as non-related parties.	The same aforesaid connected parties shall include other connected parties controlled by the same entity or having a mutual equity control relationship with the connected parties. Connected transactions whose relevant obligations have been fulfilled in accordance with the first clause of this Article, shall no longer be included in the relevant cumulative calculation scope. The following transactions entered into between the Company and connected parties may be exempted from submission to the shareholders' general meeting for consideration: 1. The Company's participation in public tenders and public auctions for unspecified targets (excluding restricted methods such as invitations to bid), except where it is difficult to establish a fair price through such tender, auction or other process; 2. Transactions in which the Company receives unilateral benefits, including gifts of assets in cash and debt reduction or relief; 3. The pricing of connected transactions is set by the country; 4. A connected party provides funds to the Company at an interest rate no higher than the loan prime rate prescribed by the People's Bank of China, and the Company does not provide any corresponding guarantee; 5. Where the Company provides products and services to directors and senior management on the same trading terms as non-related parties.

Before Amendment	After Amendment
(IV) The transactions entered into between the Company and the connected persons as stipulated in the Hong Kong Listing Rules shall be conducted in accordance with the relevant provisions under Chapter 14A of the Hong Kong Listing Rules. For transactions applied to both clauses (III) and (IV) of this Article, the review and approval procedures of shareholders' general meeting shall be performed in stricter standards by the Company. (V) The financial assistance provided by the Company shall be considered and approved by shareholders' general meeting if it falls under any of the following circumstances: 1. The latest audited asset-liability ratio of the target of financial assistance exceeds 70%; 2. The amount of a single financial assistance or the aggregated amount of financial assistance provided in 12 consecutive months exceed 10% of the Company's latest audited net assets; 3. Other circumstances as provided by stock exchange of the place where the Company's shares are listed or the Articles of Association. The target of financial assistance is a controlling subsidiary included in the consolidated financial statements of the Company and owned as to over 50% by the Company and the shareholders of such controlling subsidiary are not the controlling shareholders or the actual controller and its connected parties of the Company, thereby such financial assistance shall be exempted from the provisions mentioned above.	(IV) The transactions entered into between the Company and the connected persons as stipulated in the Hong Kong Listing Rules shall be conducted in accordance with the relevant provisions under Chapter 14A of the Hong Kong Listing Rules. For transactions applied to both clauses (III) and (IV) of this Article, the review and approval procedures of shareholders' general meeting shall be performed in stricter standards by the Company. (V) The financial assistance provided by the Company shall be considered and approved by shareholders' general meeting if it falls under any of the following circumstances: 1. The latest audited asset-liability ratio of the target of financial assistance exceeds 70%; 2. The amount of a single financial assistance or the aggregated amount of financial assistance provided in 12 consecutive months exceed 10% of the Company's latest audited net assets; 3. Other circumstances as provided by stock exchange of the place where the Company's shares are listed or the Articles of Association. The target of financial assistance is a controlling subsidiary included in the consolidated financial statements of the Company and owned as to over 50% by the Company and the shareholders of such controlling subsidiary are not the controlling shareholders or the actual controller and its connected parties of the Company, thereby such financial assistance shall be exempted from the provisions mentioned above.

Before Amendment	After Amendment
The Company shall not provide financial assistance to related parties, except in the case where it provides financial assistance to affiliated companies (excluding entities controlled by the controlling shareholders or actual controller of the Company) and other shareholders of such affiliated joint-stock company provide financial assistance on the same terms in proportion to their capital contributions. Where the Company provides financial assistance to the aforesaid related affiliated joint-stock company, such matter shall not only be deliberated and approved by a majority of all non-related directors, but also be deliberated and approved by more than two-thirds of the non-related directors present at the board meeting, and shall be submitted to the shareholders' general meeting for deliberation. (VI) The transactions between the Company and controlling subsidiaries within the scope of consolidated statements or between such controlling subsidiaries may be exempted from disclosure and execution of the corresponding procedures, unless otherwise provided by the stock exchange where the Company's shares are listed or the Articles of Association. The definitions of "transactions", "related parties" and "connected persons" in Article 46 of the Articles of Association are the same as those defined in the relevant listing rules of stock exchange of the place where the Company's shares are listed, among which, relevant transactions of "related parties" and "connected persons" shall be entered into respectively in accordance with listing rules of the relevant stock exchanges.	The Company shall not provide financial assistance to related parties, except in the case where it provides financial assistance to affiliated companies (excluding entities controlled by the controlling shareholders or actual controller of the Company) and other shareholders of such affiliated joint-stock company provide financial assistance on the same terms in proportion to their capital contributions. Where the Company provides financial assistance to the aforesaid related affiliated joint-stock company, such matter shall not only be deliberated and approved by a majority of all non-related directors, but also be deliberated and approved by more than two-thirds of the non-related directors present at the board meeting, and shall be submitted to the shareholders' general meeting for deliberation. (VI) The transactions between the Company and controlling subsidiaries within the scope of consolidated statements or between such controlling subsidiaries may be exempted from disclosure and execution of the corresponding procedures, unless otherwise provided by the stock exchange where the Company's shares are listed or the Articles of Association. The definitions of "transactions", "related parties" and "connected persons" in Article 46 of the Articles of Association are the same as those defined in the relevant listing rules of stock exchange of the place where the Company's shares are listed, among which, relevant transactions of "related parties" and "connected persons" shall be entered into respectively in accordance with listing rules of the relevant stock exchanges.

Before Amendment	After Amendment
Article 49 A general meeting shall be held at the registered address of the Company or any other location determined by the board of directors. Each general meeting shall have a venue and be held on-site. The Company may, at its discretion, facilitate shareholders' participation in the general meeting by offering online or other means. If the Company elects to provide online access to the shareholders' general meeting, shareholders attending via such online means must complete registration procedures in strict compliance with the requirements specified in the meeting notice. Shareholders who attend a general meeting in the aforesaid manner shall be deemed to have been present at the meeting.	Article 49 A general meeting shall be held at the registered address of the Company or any other location determined by the board of directors. Each general meeting shall have a venue and be held on-site. The Company may, at its discretion, facilitate shareholders' participation in the general meeting by offering online or other means. If the Company elects to provide online access to the shareholders' general meeting, shareholders attending via such online means must complete registration procedures in strict compliance with the requirements specified in the meeting notice.
Article 68 Where the instrument authorizing the proxy to vote is signed by another person authorized by the principal, the authorization letter or other documents authorizing the signatory shall be notarized. On the basis of violating the relevant laws and regulations and regulatory rules of the place where the Company's shares are listed, the notarized authorized letter or other authorized documents shall be placed together with the instrument appointing the voting proxy at the domicile of the Company or at such other places as specified in the notice of convening the meeting within the time specified by the Company. Where the principal is a legal person, its legal representative or the person authorized by resolution of its board of directors or other decision-making body shall be entitled to attend the Company's general meetings as the representative of such legal person. Where the entrusting party is deceased or incapacitated to act or whose signed proxy form is withdrawn or the relevant shares have been transferred prior to the voting, a vote given in accordance with the terms of the proxy form shall remain valid as long as the Company has not received a written notice of such matters before the commencement of the relevant meeting.	Article 68 Where the instrument authorizing the proxy to vote is signed by another person authorized by the principal, the authorization letter or other documents authorizing the signatory shall be notarized. On the basis of violating the relevant laws and regulations and regulatory rules of the place where the Company's shares are listed, the notarized authorized letter or other authorized documents shall be placed together with the instrument appointing the voting proxy at the domicile of the Company or at such other places as specified in the notice of convening the meeting within the time specified by the Company. Where the entrusting party is deceased or incapacitated to act or whose signed proxy form is withdrawn or the relevant shares have been transferred prior to the voting, a vote given in accordance with the terms of the proxy form shall remain valid as long as the Company has not received a written notice of such matters before the commencement of the relevant meeting.

Before Amendment	After Amendment
Article 119 The board of directors shall perform the following duties: (I) to convene general meetings and to report to general meetings; (II) to implement the resolutions of general meetings; (III) to determine business operation plans and investment plans of the Company; (IV) to formulate the profit distribution plans and plans for recovery of losses of the Company; (V) to formulate proposals of the Company regarding increase or reduction of the registered capital, issuance of bonds or other securities and listing; (VI) to formulate plans for any substantial acquisition by the Company, repurchase of the shares or merger, division, dissolutions and change of the form of the Company; (VII) to decide on matters relating to the Company's external investment, acquisitions or disposal of assets, mortgage of assets, external guarantee, entrusted wealth management, connected transactions and external donations as authorized by general meetings; (VIII) to decide on the establishment of the Company's internal management structure;	Article 119 The board of directors shall perform the following duties: (I) to convene general meetings and to report to general meetings; (II) to implement the resolutions of general meetings; (III) to determine business operation plans and investment plans of the Company; (IV) to formulate the profit distribution plans and plans for recovery of losses of the Company; (V) to formulate proposals of the Company regarding increase or reduction of the registered capital, issuance of bonds or other securities and listing; (VI) to formulate plans for any substantial acquisition by the Company, repurchase of the shares or merger, division, dissolutions and change of the form of the Company; (VII) to decide on matters relating to the Company's external investment, acquisitions or disposal of assets, mortgage of assets, external guarantee, entrusted wealth management, connected transactions and external donations as authorized by general meetings; (VIII) to decide on the establishment of the Company's internal management structure;

Before Amendment	After Amendment
(IX) to decide on the appoint or dismissal the Company's manager, secretary to the board of directors and other senior management, and their remuneration and rewards and penalties; based on the nominations of the manager, to appoint or dismiss the deputy manager, financial manager and other senior management of the Company and to determine their remuneration and rewards and penalties;	(IX) to decide on the appoint or dismissal the Company's manager, secretary to the board of directors and other senior management, and their remuneration and rewards and penalties; based on the nominations of the manager, to appoint or dismiss the deputy manager, financial manager and other senior management of the Company and to determine their remuneration and rewards and penalties;
(X) to formulate (制訂) the basic management system of the Company;	(X) to formulate(制定) the basic management system of the Company;
(XI) to formulate proposals for any amendments to the Articles of Association;	(XI) to formulate proposals for any amendments to the Articles of Association;
(XII)to manage the disclosure of information of the Company;	(XII)to manage the disclosure of information of the Company;
(XIII) to propose to general meetings the appointment or change of the accounting firm acting as the auditor of the Company;	(XIII) to propose to general meetings the appointment or change of the accounting firm acting as the auditor of the Company;
(XIV) to hear the work report of the Company's manager and to review the work thereof;	(XIV) to hear the work report of the Company's manager and to review the work thereof;
(XV)to formulate the equity incentive plan of the Company;	(XV)to formulate the equity incentive plan of the Company;
(XVI) any other powers as conferred by the laws, administrative regulations, departmental rules, listing rules of the stock exchange where the Company's shares are listed and the Articles of Association.	(XVI) any other powers as conferred by the laws, administrative regulations, departmental rules, listing rules of the stock exchange where the Company's shares are listed and the Articles of Association.
Matters beyond the scope authorized by the general meeting shall be submitted to the general meeting for consideration.	Matters beyond the scope authorized by the general meeting shall be submitted to the general meeting for consideration.

Before Amendment	After Amendment
The board of directors of the Company shall have the audit committee, and establish the nomination committee, remuneration and appraisal committee, and other relevant special committees. The special committees shall be accountable to the board of directors and shall perform their duties in accordance with the listing rules of the stock exchange where the Company's shares are listed, the Articles of Association and the authorization of the board of directors. Their proposals shall be submitted to the board of directors for deliberation and decision. All special committees are comprised of directors. More than half of members of the audit committee, the nomination committee, and the remuneration and appraisal committee shall be independent non-executive directors, who shall also be the conveners, provided that the convener of the audit committee shall be an accounting professional, and the members of the audit committee shall be non-executive directors and/or independent non-executive directors who are not senior management members of the Company. The board of directors shall be responsible for formulating the working rules of the special committees and regulating their operation.	The board of directors of the Company shall have the audit committee, and establish the nomination committee, remuneration and appraisal committee, and other relevant special committees. The special committees shall be accountable to the board of directors and shall perform their duties in accordance with the listing rules of the stock exchange where the Company's shares are listed, the Articles of Association and the authorization of the board of directors. Their proposals shall be submitted to the board of directors for deliberation and decision. All special committees are comprised of directors. More than half of members of the audit committee, the nomination committee, and the remuneration and appraisal committee shall be independent non-executive directors, who shall also be the conveners, provided that the convener of the audit committee shall be an accounting professional, and the members of the audit committee shall be non-executive directors and/or independent non-executive directors who are not senior management members of the Company. The board of directors shall be responsible for formulating the working rules of the special committees and regulating their operation.
Article 139 Independent non-executive directors must remain independent. The following persons shall not serve as independent non-executive directors: (I) Persons who hold a position in the listed company or its subsidiaries, their spouses, parents, and children and major social relations;	Article 139 Independent non-executive directors must remain independent. The following persons shall not serve as independent non-executive directors: (I) Persons who hold a position in the listed company or its subsidiaries, their spouses, parents, and children and major social relations;

Before Amendment	After Amendment
(II) Persons who directly or indirectly hold more than 1% of the issued shares of the Company, or the natural person shareholders in the top ten shareholders of the Company, and such shareholders' spouses, parents, and children;	(II) Persons who directly or indirectly hold more than 1% of the issued shares of the Company, or the natural person shareholders in the top ten shareholders of the Company, and such shareholders' spouses, parents, and children;
(III) Any employee of any corporate shareholder that directly or indirectly holds more than 5% of the Company's issued shares, or any employee of any of the five largest corporate shareholders of the Company, and his/her spouses, and parents, children;	(III) Any employee of any corporate shareholder that directly or indirectly holds more than 5% of the Company's issued shares, or any employee of any of the five largest corporate shareholders of the Company, and his/her spouses, and parents, children;
(IV) Persons who hold a position in the controlling shareholders, actual controller's subsidiaries and their spouses, parents, and children;	(IV) Persons who hold a position in the controlling shareholders, actual controller's subsidiaries and their spouses, parents, and children;
(V) Persons who have major business transactions with the Company and its controlling shareholders or actual controllers or their respective subsidiaries, or persons who hold positions in units with major business transactions and their controlling shareholders or actual controllers;	(V) Persons who have major business transactions with the Company and its controlling shareholders or actual controllers or their respective subsidiaries, or persons who hold positions in units with major business transactions and their controlling shareholders or actual controllers;
(VI) Persons who provide financial, legal, advisory, sponsor services or other services for the Company, its controlling shareholders, its actual controller or their subsidiaries, including but not limited to all the employees of the project team of intermediaries providing services, reviewing officers, and officers, partners, directors, senior management and principals signing the reports;	(VI) Persons who provide financial, legal, advisory, sponsor services or other services for the Company, its controlling shareholders, its actual controller or their subsidiaries, including but not limited to all the employees of the project team of intermediaries providing services, reviewing officers, and officers, partners, directors, senior management and principals signing the reports;

Before Amendment	After Amendment
(VII) Persons who have had any of the circumstances listed in items (1) to (6) within the last 12 months; (VIII) Other persons who are not independent as recognized by laws, administrative regulations, securities regulators in the place where the Company's shares are listed or/and as stipulated by the Company's Articles of Association. "Major social relations" stated in the preceding paragraph refer to brothers and sisters, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, parents of son's spouse, parents of daughter's spouse, etc.; "major business transactions" refer to the matters that need to be submitted to the shareholders' general meeting for consideration in accordance with the listing rules of the Shenzhen Stock Exchange or the provisions of the Articles of Association, or other major matters determined by the Shenzhen Stock Exchange; "hold a position" refers to serving as the directors, supervisors, senior management and other employees. The subsidiaries of controlling shareholders and actual controllers of the Company stated in items (IV), (V) and (VI) above exclude the subsidiaries without connected relationships companies that are controlled by the same state-owned assets management agency as the Company and without connected relationship with the Company in accordance with relevant regulations.	(VII) Persons who have had any of the circumstances listed in items (1) to (6) within the last 12 months; (VIII) Other persons who are not independent as recognized by laws, administrative regulations, securities regulators in the place where the Company's shares are listed or/and as stipulated by the Company's Articles of Association. "Major social relations" stated in the preceding paragraph refer to brothers and sisters, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, parents of son's spouse, parents of daughter's spouse, etc.; "major business transactions" refer to the matters that need to be submitted to the shareholders' general meeting for consideration in accordance with the listing rules of the Shenzhen Stock Exchange or the provisions of the Articles of Association, or other major matters determined by the Shenzhen Stock Exchange; "hold a position" refers to serving as the directors, supervisors, senior management and other employees. The subsidiaries of controlling shareholders and actual controllers of the Company stated in items (IV), (V) and (VI) above exclude the subsidiaries without connected relationship with the Company in accordance with relevant regulations.

Before Amendment	After Amendment
Independent non-executive directors should conduct annual self-assessments of their independence and submit the results to the board of directors. The board of directors should annually assess the independence of serving independent non-executive directors and issue a specific opinion, which should be disclosed in the annual report.	Independent non-executive directors should conduct annual self-assessments of their independence and submit the results to the board of directors. The board of directors should annually assess the independence of serving independent non-executive directors and issue a specific opinion, which should be disclosed in the annual report.
Article 151 The remuneration and appraisal committee shall be responsible for formulating assessment criteria for directors and senior management and conducting assessments thereof, formulating and reviewing remuneration policies and plans for directors and senior management, including the determination mechanism, decision-making procedures, payment, suspension of payment, recovery arrangements and other matters relating to remuneration, and shall make recommendations to the board of directors on the following matters: (I) Remuneration of directors and senior management; (II) Formulation or modification of equity incentive plans and employee stock ownership plans, and the fulfillment of conditions for incentive participants to be granted and exercise rights and interests;	Article 151 The remuneration and appraisal committee shall be responsible for formulating assessment criteria for directors and senior management and conducting assessments thereof, formulating and reviewing remuneration policies and plans for directors and senior management, including the determination mechanism, decision-making procedures, payment, suspension of payment, recovery arrangements and other matters relating to remuneration, and shall make recommendations to the board of directors on the following matters: (I) Remuneration of directors and senior management; (II) Formulation or modification of A Share equity incentive plans and employee stock ownership plans, and the fulfillment of conditions for A Share incentive participants to be granted and exercise rights and interests;

Before Amendment	After Amendment
(III) Arrangements for directors and senior management to participate in stock ownership plans of proposed spun-off subsidiaries; (IV) Other matters as stipulated by laws, administrative regulations, CSRC, the listing rules of the place where the Company's shares are listed, and these Articles of Association. If the board of directors does not adopt or does not fully adopt the recommendations of the remuneration and appraisal committee, it shall record the opinions of the remuneration and appraisal committee and the specific reasons for non-adoption in the board resolution and make disclosure thereof.	(III) Arrangements for directors and senior management to participate in stock ownership plans of proposed spun-off subsidiaries; (IV) Other matters as stipulated by laws, administrative regulations, CSRC, the listing rules of the place where the Company's shares are listed, and these Articles of Association. If the board of directors does not adopt or does not fully adopt the recommendations of the remuneration and appraisal committee, it shall record the opinions of the remuneration and appraisal committee and the specific reasons for non-adoption in the board resolution and make disclosure thereof.
Chapter 6 Managers and Other Senior Management	Chapter 6 Senior Management
Article 210 Following the completion of the liquidation of the Company, the liquidation team shall prepare a liquidation report, such committee shall submit the same to the shareholders' general meeting or the People's Court for confirmation. And the Company shall submit the same to the company registration authority to apply for de-registration of the Company, and to announce that the Company is terminated.	Article 210 Following the completion of the liquidation of the Company, the liquidation team shall prepare a liquidation report, such committee shall submit the same to the shareholders' general meeting or the People's Court for confirmation. And the Company shall submit the same to the company registration authority to apply for de-registration of the Company.

Before Amendment	After Amendment
Article 217 Definitions	Article 217 Definitions
(I) For the purposes of this Articles of Association, a controlling shareholders means a shareholder who holds shares accounting for more than 50% of the total share capital of the joint stock limited company; or a shareholder who, although holding shares accounting for less than 50% of the total share capital, holds shares with voting rights sufficient to exert a significant influence on the resolutions of the shareholders' meeting.	(I) For the purposes of this Articles of Association, a controlling shareholders means a shareholder who holds shares accounting for more than 50% of the total share capital of the joint stock limited company; or a shareholder who, although holding shares accounting for less than 50% of the total share capital, holds shares with voting rights sufficient to exert a significant influence on the resolutions of the shareholders' meeting.
(II) For the purposes of this Articles of Association, de facto controller means a person who is not a shareholder of the Company but can effectively control the Company through investment, agreement or other arrangement.	(II) For the purposes of this Articles of Association, de facto controller means a natural person, legal person or other organisation that can effectively control the Company through investment, agreement or other arrangement.
(III) For the purposes of this Articles of Association, connected relations means relations between a controlling shareholder, de facto controller, director, supervisor or senior management officer of the Company and the enterprise directly or indirectly controlled by the same, which relations may give rise to a transfer of interests of the Company, provided however that there should be no related party relationship between state-controlled enterprises solely because they are under the common control of the State.	(III) For the purposes of this Articles of Association, connected relations means relations between a controlling shareholder, de facto controller, director, supervisor or senior management officer of the Company and the enterprise directly or indirectly controlled by the same, which relations may give rise to a transfer of interests of the Company, provided however that there should be no related party relationship between state-controlled enterprises solely because they are under the common control of the State.
(IV) For the purposes of this Articles of Association, People's Courts are State organs that independently exercise judicial power on behalf of the People's Republic of China in accordance with the relevant laws and regulations of the People's Republic of China (excluding Hong Kong, Macao and Taiwan).	(IV) For the purposes of this Articles of Association, People's Courts are State organs that independently exercise judicial power on behalf of the People's Republic of China in accordance with the relevant laws and regulations of the People's Republic of China (excluding Hong Kong, Macao and Taiwan).

Before Amendment	After Amendment
Article 218 The Board may formulate (制訂) by-laws in accordance with the provisions of the Articles of Association, provided that such by-laws shall not be in violation of the Articles of Association.	Article 218 The Board may formulate (制定) by-laws in accordance with the provisions of the Articles of Association, provided that such by-laws shall not be in violation of the Articles of Association.

PHARMARON BEIJING CO., LTD.
The Rules of Procedure for the General Meetings

Chapter 1 General Provisions

Article 1 The Rules of Procedure for General Meetings (these “**Rules**”) are hereby formulated and enacted in accordance with the Company Law of the People’s Republic of China (the “**Company Law**”), the Securities Law of the People’s Republic of China (the “**Securities Law**”), the listing rules of the stock exchanges where shares in the Company are listed (including but not limited to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Hong Kong Listing Rules**”)), and the Articles of Association of Pharmaron Beijing Co., Ltd. (the “**Articles of Association**”) for the purpose of regulating the activities of the Company and ensuring that the general meeting exercises its functions and powers.

Article 2 The Company shall convene a general meeting in strict accordance with laws, administrative regulations, the listing rules of the stock exchanges where shares in the Company are listed, the Articles of Association, and relevant provisions of these Rules, to ensure that shareholders exercise their rights in accordance with laws.

The Board of the Company shall earnestly perform its duties and organize the general meeting in a conscientious and timely manner. Each and every director of the Company shall act diligently and responsibly to ensure general meetings are properly convened and the functions and powers of general meetings are legitimately exercised.

Article 3 The general meeting shall exercise its functions and powers within the scope specified by the Company Law and other laws, administrative regulations, ministerial rules, the listing rules of the stock exchanges where shares in the Company are listed and the Articles of Association.

Article 4 General meetings include annual general meetings and extraordinary general meetings. An annual general meeting shall be convened once every year within six months after the end of the previous fiscal year.

Where the Company cannot hold the general meeting within the above-mentioned time limit, the Company shall make public disclosure and file with the CSRC’s local branch in the locality of the Company and the stock exchanges of the places where shares in the Company are listed.

Article 5 Extraordinary general meetings are held on an irregular basis. The Company shall hold an extraordinary general meeting within two months upon the occurrence of any of the following events:

- (I) The number of directors is less than two-thirds of that stipulated in the Company Law or the Articles of Association;
- (II) Uncovered losses of the Company amount to one-third of its total share capital;
- (III) Shareholders individually or jointly holding 10% or more of the shares in the Company, on a one vote per share basis, propose an extraordinary general meeting;
- (IV) The Board considers it necessary to hold an extraordinary general meeting;
- (V) The audit committee proposes an extraordinary general meeting;
- (VI) Any other circumstances as provided by laws, administrative regulations, ministerial rules, the listing rules of a place where shares in the Company are listed or the Articles of Association.

The shareholdings referred to in item (III) above shall be calculated as at the date of written proposal of the shareholders.

Article 6 The Company shall, when holding a general meeting, engage lawyers to issue legal opinions and make announcements with respect to the following issues:

- (I) Whether the procedures for convening and holding of the meeting are in compliance with laws, administrative regulations, these Rules and the Articles of Association;
- (II) Whether the attendees and the convener are legally and validly qualified;
- (III) Whether the voting procedures and voting results of the meeting are legal and valid;
- (IV) Other relevant issues as requested by the Company.

Chapter 2 Convening of General Meetings

Article 7 The Board shall duly convene a general meeting within the time limit specified in these Rules.

Article 8 With the consent of a majority of all independent non-executive directors, an independent non-executive director may propose an extraordinary general meeting to the Board. Within ten days after receiving the proposal, the Board shall, pursuant to laws, administrative regulations, the listing rules of the stock exchanges where shares in the Company are listed and the Articles of Association, give a written reply on whether it agrees to hold the extraordinary general meeting.

If the Board agrees to hold the extraordinary general meeting, it will issue a notice of meeting within five days after passing a resolution thereon. In the event that the Board does not agree to hold the meeting, reasons for such disagreement shall be given and disclosed.

Article 9 The audit committee may propose an extraordinary general meeting to the Board, provided that the proposal shall be made in writing. Within ten days after receiving the proposal, the Board shall, pursuant to laws, administrative regulations, the listing rules of the stock exchanges where shares in the Company are listed and the Articles of Association, give a written reply on whether it agrees to hold the extraordinary general meeting.

If the Board agrees to hold the extraordinary general meeting, it will issue a notice of meeting within five days after passing a resolution thereon. Any change to the original proposal made in the notice shall be subject to obtaining written consent from the audit committee.

In the event that the Board does not agree to hold the extraordinary general meeting or does not give a reply within ten days after receiving the proposal, the Board shall be deemed as unable or failing to perform its duty of convening a general meeting, in which case the audit committee may convene and preside over the meeting by itself.

Article 10 Shareholders who propose a general meeting shall act in accordance with the following procedures:

- (I) Two or more shareholders individually or jointly holding 10% or more of shares with a right to vote at an extraordinary general meeting or a class meeting, on a one vote per share basis, may propose the meeting to the Board by signing a written proposal in one or more copies prepared in the same form and content stating the matters to be discussed at the meeting. The shareholdings referred to above shall be calculated as at the date of the written proposal. Within ten days after receiving the proposal, the Board shall, pursuant to laws, administrative regulations, and the Articles of Association, give a written reply on whether it agrees to hold the meeting.
- (II) If the Board agrees to hold the extraordinary general meeting or class meeting, it shall issue a notice of meeting within five days after passing a resolution thereon. Any change to the original proposal made in the notice shall be subject to obtaining written consent from the shareholders concerned. Where any law, regulation or rule or any enactment made by the securities regulator of the place where shares in the Company are listed provides otherwise, such law, regulation, rule or enactment shall prevail.
- (III) In the event that the Board does not agree to hold the extraordinary general meeting or class meeting or does not give a written reply within ten days after receiving the proposal, shareholders individually or jointly holding 10% or more of shares in the Company, on a one vote per share basis, may propose the extraordinary general meeting or class meeting to the audit committee, provided that such proposal shall be made in

writing. If the audit committee agrees to hold the extraordinary general meeting or class meeting, it shall issue a notice of meeting within five days after receiving the proposal. Any change to the original proposal made in the notice shall be subject to obtaining written consent from the shareholders concerned. In the case of that the audit committee disagreed to convene the general meeting or a class meeting of shareholders, or failed to issue a notice of meeting within the given time frame, it shall be deemed as the failure of the audit committee to convene and preside over the meeting, in which case, shareholders who have individually or jointly held 10% or more of shares in the Company for 90 or more consecutive days may convene and preside over the meeting. Reasonable expenses incurred by the shareholders in convening and holding the meeting due to failure of the Board to convene the same as proposed shall be borne by the Company and deducted from amounts owed by the Company to the defaulting directors.

Article 11 If the audit committee or shareholders decide to convene a general meeting by itself/themselves, it/they shall notify the Board in writing and at the same time file with the Shenzhen Stock Exchange in accordance with the relevant regulations.

The total shareholding of the convening shareholders shall not be lower than 10% during the period from the issue date of the notice of meeting to the closing date of the meeting.

Upon the issue of the notice of meeting and the announcement of resolutions passed at the meeting, the audit committee or the convening shareholders shall file relevant supporting documents with the Shenzhen Stock Exchanges in accordance with the relevant regulations.

Article 12 The Board and the secretary to the Board shall provide assistance and necessary support for and perform their information disclosure obligations in a timely manner with respect to a general meeting convened by the audit committee or shareholders. The Board shall provide the register of shareholders as of record date. If the Board does not provide the register of shareholders, the convener may request the same from the securities registration and clearing institution of the place where shares in the Company are listed in accordance with the announcement about notice of the meeting. The register of shareholders obtained by the convener shall not be used for any purpose other than for holding of the general meeting.

Article 13 Expenses necessary for holding a general meeting by the audit committee or shareholders shall be borne by the Company and deducted from amounts owed by the Company to the defaulting directors.

Chapter 3 Motions and Notices of General Meetings

Article 14 Content of a motion shall be within the terms of reference of a general meeting, contain specific matters to be discussed and specific matters to be resolved on, and comply with laws, administrative regulations, the listing rules of the stock exchanges where shares in the Company are listed and the Articles of Association. The motion shall be submitted or sent to the Board in writing.

Article 15 When the Company holds a general meeting, the Board, the audit committee or shareholders individually or jointly holding 1% or more of the shares in the Company on a one vote per share basis shall have the right to put forward motions to the Company. A shareholder who proposes ex-tempore motions shall present any evidence (including but not limited to electronic certificates issued by China Securities Depository and Clearing Corporation Limited, or account statements issued by custodian securities firms bearing the firm's official seal) proving that he or she holds more than 1% of the shares of the Company to the convener. A shareholder who jointly proposes motions with other shareholders by authorization shall present a written authorization documents to the authorized shareholder.

Shareholders individually or jointly holding 1% or more of the shares in the Company on a one vote per share basis may propose an interim motion in writing to the convener of the general meeting ten days before the meeting is held. The proposal of ex tempore motions shall include: the name of proposal, particulars of proposal, a statement of the proposer that the proposal is in compliance with the rules of the general meeting of the listed company and the relevant provisions of the listing rules of the stock exchange where the Company's shares are listed, and a declaration that the proposer warrants the authenticity of the evidence of shareholdings and the power of attorney provided by himself or herself. The convener shall, within two days upon receipt of the motion, issue a supplementary notice or a supplementary circular of the general meeting, stating the content of the interim motion, and submit the interim motion to the shareholders' general meeting for deliberation, except where the interim motion violates the provisions of laws, administrative regulations or the Articles of Association, or does not fall within the scope of the shareholders' general meeting's powers.

Except for circumstances described in the above paragraph, the convener shall not revise any motions stated in the notice of the general meeting or add any new motions after issuing the notice.

The general meeting shall not vote or resolve on any motion that is not included in the notice or is inconsistent with these Rules.

A shareholder who proposes ex tempore motions at the general meeting shall in no event fall into the following circumstance:

- (I) The shareholder making proposals does not meet requirements on the qualification of subject such as shareholding ratio;

- (II) The specified time limit for making the proposal is exceeded;
- (III) The proposal does not fall within the scope of authority of the general meeting;
- (IV) The proposal does not carry specific subjects and matters to be resolved;
- (V) The proposal is in violation of the laws and regulations and the relevant provisions of the listing rules of the stock exchange where the Company's shares are listed;
- (VI) The proposal does not meet the provisions of the Articles of Association.

Article 16 The convener of an annual general meeting shall notify shareholders of the meeting by announcement 21 days before the meeting is held; the convener of an extraordinary general meeting shall notify shareholders of the meeting by announcement 15 days before the meeting is held. Such period does not include the date on which the meeting is held but shall include the date on which the notice of meeting is sent.

Article 17 A notice of a general meeting shall include:

- (I) Time, venue and duration of the meeting;
- (II) Matters and proposals for consideration by the general meeting;
- (III) Shall state in conspicuous language that all shareholders are entitled to attend the general meeting and may appoint a proxy in writing to attend and vote at the meeting, and that such proxy shall not be a shareholder of the Company;
- (IV) The record date of shareholders who are entitled to attend the general meeting;
- (V) Name and telephone number of the permanent contact person for general meeting services;
- (VI) Time and procedures for voting via the Internet or by other means.

Article 18 The notice and any supplementary notice of a general meeting shall fully and completely disclose the details of all the motions, and all the materials or explanations necessary for the shareholders to make reasonable judgments on the matters to be discussed.

Article 19 Where matters relating to election of any directors are to be discussed at a general meeting, the notice of the meeting shall fully disclose detailed information about candidates for such directors, which shall at least include the following:

- (I) Their personal particulars, such as education background, work experiences and any part-time jobs;
- (II) Whether they have any connected relationship with the Company or any controlling shareholder or actual controller of the Company;
- (III) Number of shares held by each of them in the Company;
- (IV) Whether the candidates have been penalized or reprimanded by competent authorities;
- (V) Whether the candidates meet relevant requirements of the listing rules of the stock exchanges where shares in the Company are listed.

Cumulative voting shall be used for election of directors. In addition, each candidate for the position of directors shall be proposed by a single motion.

Article 20 The interval between the record date of a shareholders' general meeting and the date of the meeting shall be no more than 7 working days. The record date shall not be changed once confirmed.

Article 21 Unless otherwise provided by laws, administrative regulations, the listing rules of the stock exchanges where shares in the Company are listed or the Articles of Association, notice of a general meeting may be given by announcement. For shareholders of overseas listed stocks, the Company may issue the notice of a general meeting on the website of the Company and the website designated by The Stock Exchange of Hong Kong Limited (the "SEHK") or by other means as permitted by the Hong Kong Listing Rules and the Articles of Association.

Article 22 Upon issue of the notice of a general meeting, the general meeting shall not be postponed or cancelled and motions specified in the notice shall not be withdrawn without a proper reason. In case of any such delay, cancellation or withdrawal, the convener shall give a notice stating reasons therefor at least 2 working days before the date when the meeting is originally scheduled to be held. Where the meeting is postponed, the postponed date of the meeting shall be specified in the notice.

Chapter 4 Holding of General Meetings

Article 23 A general meeting shall be held at the registered address of the Company or any other location determined by the Board.

Each general meeting shall have a venue and be held on-site. The Company may, at its discretion, facilitate shareholders' participation in the general meeting by offering online or other means. If the Company elects to provide online access to the shareholders' general meeting, shareholders attending via such online means must complete registration procedures in strict compliance with the requirements specified in the meeting notice. ~~Shareholders who attend a general meeting in the aforesaid manner shall be deemed to have been present at the meeting.~~

Article 24 Each shareholder entitled to attend and vote at a general meeting may attend the meeting in person or authorize one proxy (whether they are shareholders or not) to attend and vote at the meeting on his or her behalf. The Company shall, in compliance with all applicable laws and regulations, permit shareholders or their proxies to issue instructions electronically (including but not limited to instructions regarding physical attendance or proxy appointments) and shall ensure the Company's capability to receive such electronic communications.

A proxy of a shareholder may exercise the following rights as authorized by such shareholder:

- (I) The shareholder's right to speak at the meeting;
- (II) The right to demand, by himself or herself or jointly with others, voting on a poll;
- (III) The right to vote.

In the case of a shareholder being a corporation, such shareholder is entitled to appoint another person as his proxy to attend and vote at any general meeting of the Company, and shall be deemed to be presented in person if he or she appointed his or her proxy to attend at any meeting. A corporation shareholder may execute a form of proxy under the hand of a duly authorized officer. If a shareholder is a recognized clearing house or its agent within the meaning of the relevant laws of the place where shares in the Company are listed, the shareholder is entitled to appoint one proxy or a corporate representative to act as its proxy at any general meeting, class meeting or creditor's meeting. However, if more than one proxy is appointed, the proxy form shall specify the number and class of shares that each such proxy is authorized to represent. The proxy form shall be signed by the person authorized by the clearing house. Such proxy shall be entitled to the same statutory rights as other shareholders to attend the meeting on behalf of the clearing house or its agent (without the need to produce any share certificate, notarized authorization and/or further evidence to show that he or she has been duly authorized) and exercise the rights of the clearing house or its agent (including the right to speak and vote), as if he or she was a natural person shareholder of the Company.

Article 25 When a matter that could materially affect the interests of minority investors is deliberated at a general meeting, the votes by minority investors shall be counted separately, and the results of such separate counting shall be disclosed publicly in a timely manner.

Minority investors are shareholders who do not serve as directors, senior management of the Company and individually or jointly hold 5% or more of the shares in the Company on a one vote per share basis.

Article 26 The Board and other convener(s) of general meetings shall take measures as necessary to maintain the order of the meetings and shall take steps to stop any disturbance to the order of the meetings, provocation of trouble or infringement upon lawful interests of shareholders and report such conduct in a timely manner to the relevant authorities for investigation and punishment.

Article 27 All the holders of ordinary shares listed in the register of shareholders on the record date for a general meeting shall have the right to attend the meeting in person or by proxy and vote at the meeting in accordance with relevant laws, regulations, the listing rules of the place where shares in the Company are listed and the Articles of Association. Such rights shall not be denied by the Company or convener(s) on any ground. A shareholder attending a general meeting shall produce his or her identity card or other valid proof or evidence of his or her identity, and a proxy attending the meeting shall produce the proxy form issued by the shareholder and his or her own valid proof of identity.

Article 28 A natural person shareholder attending a general meeting in person shall produce his or her identity card or other valid proof or evidence of his or her identity, ~~or his/her share account card/share certificate~~; If a proxy attends the meeting, the proxy shall produce valid proof of identity of the shareholder, the proxy form, ~~the share account card/share certificate~~ and his or her own valid proof of identity.

Article 29 A corporate shareholder shall be represented by its legal representative or a proxy/proxies appointed by the legal representative. Where the legal representative attends a general meeting, he or she shall produce ~~the share account card/share certificate~~, his or her identity card and valid proof of his or her capacity as legal representative; where a proxy attends the meeting, the proxy shall produce the proxy form duly issued by the legal representative of the corporate shareholder, ~~the share account card/share certificate~~ and his or her own valid proof of identity.

Article 30 The appointment of a proxy shall be in writing and signed by the appointing shareholder or his or her attorney duly authorized by him or her in writing; in the case of a corporate shareholder, the proxy form shall be affixed with its seal or signed by its director or an attorney duly authorized by it. A proxy form issued by a shareholder to appoint a proxy to attend any general meeting shall contain the following:

- (I) Name of the appointing shareholder, and the class and number of shares held by the appointing shareholder in the Company;
- (II) Name of the proxy, and a statement specifying whether the appointing shareholder is entitled to appoint such proxy;

- (III) Specific instructions of the shareholder, including instructions to vote for, against or abstain from voting on each matter to be deliberated that is included in the agenda of the general meeting; If no instruction is provided in the returned proxy form on how the proxy shall vote on a particular proposal, the proxy may decide by himself or herself whether to vote on such proposal; if the proxy decides to vote, he or she may determine by himself or herself how to vote;
- (IV) Issue date and valid period of the proxy form;
- (V) Signature (or seal) of the principal. If the principal is a corporate shareholder, the proxy form shall be affixed with its seal or signed by its director or an attorney duly authorized by it.

Article 31 Where the proxy form for voting is signed by another person authorized by the principal, the letter of authorization or other document authorizing the person to sign shall be notarized. Subject to the relevant laws and regulations and regulatory rules of the place where the Company's shares are listed, such notarized letter or document, together with the proxy form, shall be placed at the address of the Company or at such other place(s) as specified in the notice of meeting within the time specified by the Company.

~~Where the principal is a legal person, its legal representative or the person authorized by a resolution of its Board or other decision-making body shall attend the meeting as the proxy of such legal person.~~

If, prior to voting, the principal is deceased or incapacitated, or the proxy is revoked, or the authorization to sign the proxy is revoked, or the shares involved are transferred, a vote cast by the proxy under the proxy form shall nevertheless be valid as long as the Company has not received a written notice of the foregoing instance before the commencement of the relevant meeting.

Article 32 The Company shall prepare a register of attendees for each meeting, which shall include information such as the names of attendees (or their organizations), identity card numbers, number of voting shares held or represented by each attendee, and names of individuals or organizations being represented.

Article 33 The convener and lawyers engaged by the Company shall verify the validity of the qualifications of shareholders against the register of shareholders provided by the securities registration and clearing institution and shall register the names of the shareholders and numbers of their voting shares. Registration for the meeting shall end before the chairman of the meeting announces the number of shareholders and proxies attending the meeting and the total number of their voting shares.

Article 34 Where the general meeting requires directors and senior management personnel to attend the meeting, such directors and senior management personnel shall attend the meeting and accept inquiries from shareholders.

Article 35 A general meeting shall be presided over by the chairman of the Board. Where the chairman is unable to perform his or her duties or fails to perform his or her duties, the general meeting shall be presided over by one director jointly recommended by more than half of the directors.

If a general meeting is convened by the audit committee, the chairman of the audit committee shall preside over the meeting. If the chairman of the audit committee is unable or fails to discharge his or her duty, more than half of the audit committee members shall designate an audit committee member to preside over the meeting.

If a general meeting is convened by the shareholders, the conveners or its nominated representative to preside over the meeting. If, for any reason, the conveners are unable to nominate a representative, the shareholder (or his or her proxy) present at the meeting and holding the largest number of voting shares among the conveners shall preside over the meeting.

When a general meeting is held, if the meeting cannot proceed due to the chairman's violation of these Rules, then with the consent of shareholders holding more than half of the voting rights present at the meeting, the meeting may elect a person to preside over the meeting so that the meeting can proceed.

Article 36 At an annual general meeting, the Board shall report their work for the previous year to shareholders at the meeting. Independent non-executive directors shall also give a work report to explain the performance of their duties. The annual report of the independent non-executive directors shall be disclosed not later than the date when the company issues the notice of its annual general meeting.

Article 37 Directors and senior management shall give answers or explanations to shareholders' reasonable inquiries and suggestions about the Company at general meetings.

Article 38 Prior to voting at a general meeting, the chairman of the meeting shall declare the number of shareholders and proxies present at the meeting and the total number of their voting shares, and such numbers shall be subject to those registered for the meeting.

Chapter 5 Voting and Resolutions at General Meetings

Article 39 Resolutions of a general meeting include ordinary resolutions and special resolutions.

An ordinary resolution of a general meeting shall be passed by more than half of the voting rights held by shareholders ~~(or their proxies)~~ attending the meeting.

A special resolution of a general meeting shall be passed by two-thirds or more of the voting rights held by shareholders ~~(or their proxies)~~ attending the meeting.

Article 40 The following matters shall be passed by an ordinary resolution at a general meeting:

- (I) Work reports of the Board;
- (II) Profit distribution plan and loss recovery plan drafted by the Board;
- (III) Appointment and removal of members of the Board, their remunerations and methods of payment thereof;
- (IV) Retainment, dismissal and remunerations of accounting firms;
- (V) Other matters other than those requiring a special resolution under laws, administrative regulations, the listing rules of the place where shares in the Company are listed or the Articles of Association.

Article 41 The following matters shall be passed by a special resolution at a general meeting:

- (I) Amendments to the Articles of Association and its appendixes, including the Rules of Procedure for the General Meetings, the Rules of Procedure for the Board Meetings;
- (II) Any variation or abrogation of all or any rights attached to any class of shares;
- (III) Increase or reduction of the registered capital;
- (IV) Merger, demerger, dissolution, liquidation or change of corporate form of the Company;
- (V) Spin-off and separate listing of a subsidiary;
- (VI) Any purchase or disposal of substantial assets made or guarantee provided to other parties in 12 consecutive months, the amount of which exceeds 30% of the Company's latest audited total assets;

- (VII) Issuance of shares, convertible corporate bonds, preferred stock and other securities approved by the CSRC;
- (VIII) Share repurchased to reduce registered capital;
- (IX) Material assets reorganization;
- (X) Equity incentive scheme;
- (XI) Resolution made by the general meeting to withdraw the listing and trading of its shares from the stock exchange where its shares are listed and decision to stop trading in the exchange or apply for trading on or transfer to other trading places instead;
- (XII) Other matters that require a special resolution under laws, administrative regulations, the listing rules of the place where shares in the Company are listed or the Articles of Association and matters decided by an ordinary resolution at a general meeting to have a material impact on the Company and require a special resolution.

The proposals mentioned in items (V) and (XI) above are subject to, in addition to the approval of not less than two-thirds of the voting rights held by shareholders present at the general meeting, the approval of not less than two-thirds of the voting rights held by the other shareholders present at the meeting other than the Company's directors, senior managers and shareholders who hold more than 5% of the listed company's shares individually or in aggregate.

Article 42 Except that the Company is in a special situation such as a crisis, the Company will not enter into any contract with any person other than a director and, senior management to have all or a significant part of the Company's business in the care of such person, unless otherwise approved by a special resolution at a general meeting.

Article 43 Where a motion on election of directors is passed at a general meeting, the time when they take office shall be specified in the relevant resolution of the meeting. If the resolution does not specify the time of taking office, they shall take office upon closing of the meeting.

Article 44 If a motion on distribution of a cash dividend, allotment of bonus shares or conversion of capital reserve into share capital is passed at a general meeting, the Company shall implement the plan therefor within two months after the closing of the meeting.

Article 45 If a resolution passed at a general meeting violates any laws or administrative regulations, shareholders shall have the right to request a people's court to declare (it) invalid.

Any controlling shareholder and actual controller of the Company shall not restrict or obstruct minority investors' proper exercise of voting rights or prejudice the legitimate rights and interests of the Company or minority investors.

Article 46 If the procedures for convening, or the method of voting at, a general meeting violate any laws or administrative regulations or the Articles of Association, or the content of a resolution violates the Articles of Association, shareholders may request a people's court of competent jurisdiction to set aside such resolution within 60 days from the date on which the resolution is passed. However, this shall not apply if there are only minor defects in the procedures for convening or the method of voting at the shareholders' general meeting or meeting of the Board, and such defects have no material impact on the resolution.

Article 47 Where there is a dispute among the Board, shareholders and other relevant parties regarding the validity of the resolutions of the shareholders' general meeting, the relevant parties shall promptly initiate legal proceedings in the people's court. Prior to the people's court rendering a judgment or ruling such as revoking the resolution, the relevant parties shall implement the resolutions of the shareholders' general meeting. The Company, directors and senior managers shall faithfully perform their duties to ensure the normal operation of the Company.

Article 48 Where the people's court renders a judgment or ruling on the relevant matters, the Company shall fulfill its information disclosure obligations in accordance with the provisions of laws, administrative regulations, the CSRC and stock exchanges, fully explain the impact, and actively cooperate in the enforcement after the judgment or ruling becomes effective. If the matter involves the correction of prior matters, the Company shall handle such matters promptly and fulfill the corresponding information disclosure obligations.

Article 49 Unless an individual shareholder is required to abstain from voting on specific matters as stipulated in the Listing Rules, a shareholder who has completed the registration procedures shall have the right to vote on-site at the general meeting. Other shareholders who have not completed the registration procedures shall have the right to participate in the voting through other means established by the Company in accordance with the requirements of the Shenzhen Stock Exchange and the Hong Kong Stock Exchange. Shareholders (including proxies) shall exercise their voting rights by the number of voting Shares they represent, and each share shall have one vote, except for class shareholders. Shareholders shall have the right to speak at a general meeting.

If a shareholder has a connected relationship with matters to be deliberated at a general meeting, such shareholder shall withdraw from voting, his or her voting shares shall not be counted towards the total number of voting shares held by shareholders present at the general meeting. The minutes of the resolution of the general meeting shall fully disclose the voting results of non-connected shareholders.

The Company's shares hold no voting rights and shall not be counted towards the total number of voting shares held by shareholders present at the general meeting. Where the purchase of the Company's voting shares by a shareholder violates the provisions of Paragraphs 1 and 2 of Article 63 of the Securities Law, the voting rights of the shares exceeding the prescribed proportion shall not be allowed to exercise within 36 months after the purchase, and those shares shall not be included in the total number of voting shares at the general meeting.

The Board, independent non-executive directors, holders of domestic shares who, individually or jointly, hold 1% or more of the voting shares in the Company, or investor protection institutions established in accordance with laws, administrative regulations or the provisions of the CSRC may solicit publicly the voting rights of shareholders. If the listing rules of the stock exchange where shares in the Company are listed provide otherwise, such rules shall prevail.

When shareholders' voting rights are solicited, it shall disclose sufficient information regarding voting intention the solicitor. It is prohibited to solicit shareholder's voting rights by paying compensation or disguised compensation. Except for statutory conditions, the Company shall not impose any minimum shareholding limitation on solicitation of voting rights.

When a matter that could materially affect the interests of minority investors is deliberated at a general meeting, the votes by minority investors shall be counted separately, and the results of such separate counting shall be disclosed publicly in a timely manner in accordance with relevant laws and regulations and the rules of the stock exchange where shares in the Company are listed.

Article 50 Lists of candidates for directors shall be proposed by motion to general meetings for voting.

Methods and procedures for nominating directors of the Company are as follows:

- (I) In the case of a re-election of the Board or an addition to the Board, the incumbent Board or shareholders individually or jointly holding 1% or more of the shares in the Company may nominate, without exceeding the number of persons to be elected, candidates for the positions of non-employee representative directors for the next session of the Board or a candidate for the additional position of non-employee representative director;
- (II) Candidates for directors who are employee representatives shall be elected by the Company's employees through democratic election via employee representative congresses, employee general meetings or other forms, and shall not be required to be submitted to the Company's general meeting for deliberation;

(III) The aforesaid shareholders shall provide the incumbent Board, as the case may be, with the resumes and basic information about their nominated candidates for the positions of directors. The incumbent Board, as the case may be, shall review their qualifications for the positions. Qualified candidates shall be submitted to a general meeting for election; and

(IV) Each candidate for the position of director shall undertake to the Company in writing as required by the Company that he or she agrees to accept the nomination, warrants that the information submitted about himself or herself is true and complete and undertakes that he or she will duly perform duties upon being elected, among other things.

Article 51 When election of a director is put to vote at a general meeting, a cumulative voting system may be adopted in accordance with the Articles of Association or as resolved by the general meeting.

The “cumulative voting system” referred to in the preceding paragraph means a voting system under which each share has a number of votes corresponding to the number of directors to be elected at a general meeting, and a shareholder may cast all his or her votes to one candidate or to more.

Article 52 Except for cumulative voting, a general meeting shall vote on all the motions one by one. Where different motions on the same matter are proposed, such motions shall be voted on in the time sequence in which they are proposed. Unless the general meeting is adjourned or cannot come to a resolution due to force majeure or any other special reasons, the general meeting shall not set aside any motion or withhold any motion from voting.

Article 53 No change shall be made to a motion when it is deliberated at a general meeting. Otherwise, such change shall be deemed as a new motion and shall not be voted on at the same general meeting.

Article 54 Each vote can be cast only by one means, either by on-site voting or by any other means available. Where one vote is cast more than once, the first cast shall count.

Article 55 Voting at general meetings shall be conducted by open ballot.

Shareholders attending a general meeting shall take one of the following stances when a motion is put up for voting: for, against or abstain, unless the securities registration and clearing institution, as the nominee holder of shares under the Mainland-Hong Kong Stock Connect program, make a declaration according to the intention of actual holders. A vote that is left blank, wrongly written or illegible or is not cast shall be deemed as a waiver of voting right by the voter, and the voting result with respect to his or her shares shall be counted as an abstention.

If, under the Hong Kong Listing Rules, any shareholder is required to abstain from voting on any resolution or to vote only for or against any resolution, any vote cast by or on behalf of such shareholder in contravention of such requirement shall not be counted.

Article 56 Before any motion is voted on at a general meeting, two shareholder representatives shall be elected to participate in vote counting and scrutinizing. If a shareholder has any connection with any matter to be deliberated, such shareholder or his or her proxy shall not participate in the counting or scrutinizing of voting.

After a motion is voted on at the meeting, the counting of votes and scrutinizing of the vote counting shall be conducted jointly by lawyers, shareholder representatives and other representatives. The voting results shall be announced on site immediately and be recorded in the minutes of the meeting.

A shareholder of the Company or his or her proxy who casts votes online or by other means shall be entitled to check his or her voting results through the relevant voting system.

Article 57 A general meeting held on site shall not end earlier than voting online or voting by any other means. The chairman of the meeting shall announce the voting details and result of each motion and whether the motion has been passed based on the voting result. Such result shall be announced at the meeting and recorded in the minutes of meeting. The minutes of meeting, together with the sign-in book for shareholders present and proxy forms shall be kept at the Company's domicile.

Before a voting result is officially announced, the vote counters, scrutineers, shareholders, internet services providers and other parties involved in on-site, online and other means of voting shall keep the voting result confidential.

Article 58 A resolution of a general meeting shall be announced in a timely manner, and shall state the number of shareholders and proxies attending the meeting, the total number of voting shares held or represented by them and its percentage in the total number of voting shares in the Company, voting methods, voting result of each motion, and details about each resolution passed at the meeting.

Article 59 If any motion is not passed, or the current general meeting amends a resolution of the last general meeting, such event shall be specially noted in the minutes of the resolution of the current general meeting.

Article 60 If the chairman of the meeting has any doubt about the voting result of a resolution, he or she may arrange recounting of the votes cast. If the chairman does not arrange the recounting, shareholders or their proxies present who dissent from the result shall have the right to request recounting of the votes immediately after the voting result is announced, and the chairman shall promptly arrange recounting of the votes. If the general meeting conducts a vote recount, the results of the vote recount shall be recorded in the minutes of the meeting.

Article 61 Minutes shall be prepared for each general meeting by the secretary to the Board. The minutes shall contain the following details:

- (I) Time, venue and agenda of the meeting and name of the convener;
- (II) Name of the chairman of the meeting and names of directors and senior managers attending the meeting;
- (III) Number of shareholders and proxies attending the meeting, total number of voting shares they represent and the respective percentages of their voting shares to the total share capital of the Company;
- (IV) Deliberation process, key points of discussion and voting results of each motion;
- (V) Shareholders' inquiries and suggestions and answers or explanations thereto;
- (VI) Names of vote counters and scrutineers of vote counting;
- (VII) Other information required to be included in minutes under the Articles of Association.

The convener shall ensure the content of the minutes is true, accurate and complete. Directors, the secretary to the Board and the convener or the representative(s) thereof attending or present at the meeting and the chairman of the meeting shall sign the minutes. The minutes shall be kept, together with the sign-in book for shareholders present at the meeting, proxy forms and valid information about other means of voting, for a period of no less than ten years. Shareholders may access photocopies of minutes of meetings during the Company's office hours free of charge. If any shareholder requests for a photocopy of relevant minutes, the Company shall send the photocopy within seven days upon receipt of a reasonable charge therefor.

Article 62 The convener of a general meeting shall ensure that the meeting is held continuously until final resolutions are passed. If the meeting is suspended or resolutions cannot be made due to force majeure or any other special causes, the convener shall take necessary measures to resume or terminate the meeting as soon as practicable. At the same time, the convener shall report to the local branch of the CSRC in the locality of the Company and the stock exchange where shares in the Company are listed.

Chapter 6 Special Procedures for Voting by Class Shareholders

Article 63 A shareholder who holds a particular class of shares is a class shareholder, who shall enjoy rights and assume obligations in accordance with laws, administrative regulations, the listing rules of the stock exchange where shares in the Company are listed and the Articles of Association.

Article 64 The Company shall not change or abolish the rights of shareholders of a particular class unless such change or abolishment has been approved by a special resolution at a general meeting and by the affected shareholders of such class at a separate class meeting convened in accordance with Articles 66 to 70.

Article 65 The rights of shareholders of a particular class shall be deemed to have been changed or abolished in case of:

- (I) An increase or decrease in the number of shares of such class, or an increase or decrease in the number of shares of a class having voting rights, distribution rights or other privileges equal or superior to those of the shares of such class;
- (II) Conversion of all or part of the shares of such class into shares of another class, or conversion of all or part of the shares of another class into shares of such class, or grant of the rights of such conversion;
- (III) A cancellation or reduction of rights to accrued dividends or cumulative dividends attached to the shares of such class;
- (IV) A reduction or cancellation of preferential rights attached to the shares of such class to receive dividends or, in the event of liquidation of the Company, to receive distributed property;
- (V) An addition, cancellation or reduction of share conversion rights, options, voting rights, transfer rights, preemptive rights or rights to acquire securities of the Company attached to the shares of such class;
- (VI) A cancellation or reduction of rights attached to the shares of such class to receive amounts payable by the Company in a particular currency;
- (VII) Creation of a new class of shares with voting rights, distribution rights or other privileges equal or superior to those of the shares of that class;
- (VIII) An imposition of restrictions or additional restrictions on transfer of or ownership of the shares of such class;

- (IX) An issuance of rights to subscribe for, or convert into, the shares of such class or another class;
- (X) An increase in the rights and privileges of the shares of another class;
- (XI) A restructuring plan of the Company that causes shareholders of different classes to bear liability other than on a pro rata basis during the restructuring;
- (XII) Any amendment to or repeal of the provisions of this section.

Article 66 Shareholders of the affected class, whether or not they otherwise have a right to vote at a general meeting, shall have the right to vote at class meetings in respect of matters referred to in paragraphs (II) to (VIII) and (XI) to (XII) of Article 65, but interested shareholders shall have no right to vote at such class meetings.

Article 67 Passing of a resolution at a class meeting requires affirmative votes of two-thirds or more of the voting rights held by shareholders of such class attending the meeting in accordance with Article 66 hereof.

Article 68 The notice period of a class meeting held by the Company shall be subject to relevant provisions in relation to the notice period of a general meeting of the Articles of Association; provided that, if the listing rules of the stock exchange where shares in the Company are listed provide otherwise, such listing rules shall prevail.

Article 69 The notice of a class meeting shall be given only to shareholders entitled to vote at the meeting. Procedures for holding a class meeting shall be as similar as possible to those for a general meeting. The provisions of the Articles of Association in relation to the procedures for holding a general meeting shall apply to a class meeting.

Article 70 Apart from holders of other classes of shares, a holder of domestic shares and a holder of overseas-listed foreign shares shall be deemed to be different classes of shareholders.

The special procedures for voting by class shareholders are not applicable to the following circumstances:

- (I) With approval by a special resolution at a general meeting, the Company issues domestic shares and overseas-listed foreign shares separately or concurrently every 12 months, and the respective numbers of the domestic shares and overseas-listed foreign shares to be issued do not exceed 20% of outstanding shares of their respective classes;
- (II) The Company's plan to issue domestic shares and overseas-listed foreign shares upon its incorporation is fulfilled within 15 months from the date of approval by the securities regulator under the State Council;

- (III) A holder of domestic shares in the Company transfers his or her shares to a foreign investor with approval from the securities regulator under the State Council, and such shares are listed on an overseas stock exchange.

Chapter 7 Implementation of Resolutions

Article 71 The Board shall be responsible for organizing the implementation of the resolutions made at the general meetings and shall instruct the officers of the Company to implement the resolutions in accordance with the content of the resolutions and the division of responsibilities.

Article 72 The Board shall report the results of the implementation of resolutions to the general meeting.

Chapter 8 Supplementary Provisions

Article 73 These Rules shall be implemented as of the date of approval by the general meeting. For these Rules to be amended, the Board shall propose an amendment plan to the general meeting for deliberation and approval, and no amendment shall take effect until approved by the general meeting.

Article 74 These Rules shall be consistent and implemented in accordance with relevant provisions of the Company Law, the Securities Law, regulations, normative documents, the listing rules of the stock exchanges where shares in the Company are listed and the relevant provisions of the Articles of Association of the Company. Where these Rules conflict with any law, regulation, normative document or the listing rules of any stock exchange where shares in the Company are listed, such law, regulation, normative document or listing rules shall prevail. Any matters not covered herein shall be governed by relevant laws, regulations, normative documents, the listing rules of the stock exchanges where shares in the Company are listed and the Articles of Association.

Article 75 These Rules shall be amended and improved by the general meeting in time in accordance with national laws, regulations and normative documents promulgated by the securities regulator from time to time, to satisfy the needs of the Company's development, operation and management.

Article 76 The term "at least" or "within" as used in these Rules shall include the given figure; the term "over", "less than" or "more than" shall exclude the given figure.

Article 77 These Rules shall be interpreted by the Board of the Company.

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Note: If there is any discrepancy between the English and the Chinese versions, the Chinese version shall prevail.

PHARMARON BEIJING CO., LTD.
External Guarantee Management Policy

Chapter 1 General Provisions

Article 1 The Rules of External Guarantee Management (these “**Rules**”) are formulated in accordance with the provisions of the Company Law of the People’s Republic of China (中華人民共和國公司法) (the “**Company Law**”), the Civil Code of the People’s Republic of China (中華人民共和國民法典), the listing rules of the stock exchanges where shares in the Company are listed (including but not limited to the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (香港聯合交易所有限公司證券上市規則) (the “**Listing Rules**”) and other applicable laws, regulations, normative documents and the Articles of Association of the Company (the “**Articles of Association**”) for the purpose of regulating the external guarantees of Pharmaron Beijing Co., Ltd. (the “**Company**”) and the Company’s conduct therein and controlling the Company’s operational risks.

Article 2 An external guarantee herein refers to a guarantee provided by the Company for others, including guarantees provided by the Company for its majority-owned subsidiaries and wholly owned subsidiaries (collectively the “**Subsidiaries**” and individually a “**Subsidiary**”). The “total amount of the external guarantees provided by the Company and the Subsidiaries” herein refers to the sum of the total amount of the Company’s external guarantees, including the Company’s guarantees to its Subsidiaries and the external guarantees that the Subsidiaries provide for others.

Article 3 The decisions about any external guarantee shall be made by the general meeting and the board of directors, and all the external guarantees provided by the Company shall be subject to the approval by the general meeting of the Company or the board of directors of the Company pursuant to relevant procedures.

The Company shall not provide any external guarantee without the approval of the general meeting or the board of directors.

Chapter 2 Authorization of External Guarantees

Article 4 The following guarantees by the Company, including guarantees provided to its Subsidiaries, shall be subject to deliberation and approval by a general meeting upon the approval of the board of directors:

- (I) A single guarantee for an amount in excess of 10% of the Company’s latest audited net assets;

APPENDIX VII EXTERNAL GUARANTEE MANAGEMENT POLICY

- (II) Any guarantee provided after the total amount of the external guarantees provided by the Company and the Subsidiaries has exceeded 50% of the Company's latest audited net assets;
- (III) A guarantee provided to a party which has an asset-liability ratio in excess of 70%;
- (IV) Any guarantee(s) provided after the total external guarantee amount of the Company and the Subsidiaries exceeds 30% of the Company's latest audited total assets;
- (V) Guarantee(s), of which the aggregate amount over a period of 12 consecutive months exceeds 30% of the Company's latest audited total assets;
- (VI) Guarantee(s) of which the aggregate amount over a period of 12 consecutive months exceeds 50% of the Company's latest audited net assets and the absolute value exceeds RMB50 million;
- (VII) A guarantee provided to a shareholder or an actual controller or a connected party thereof;
- (VIII) Other guarantees as the stock exchanges where shares in the Company are listed or the Articles of Association requires so; or
- (IX) It constitutes a major transaction, highly substantial disposal, highly substantial acquisition and reverse takeover in accordance with the calculation provided in Chapter 14 of the Listing Rules.

A guarantee specified in Item (IV) and (V) above and deliberated at a general meeting requires approval by at least two-thirds of the voting rights held by the shareholders attending the meeting at which such guarantee is deliberated.

When a motion on providing guarantee to a shareholder or an actual controller or a connected party thereof is deliberated at a general meeting, such shareholder or any shareholder(s) controlled by such actual controller shall not vote on the motion, which shall be passed by at least half of the voting rights held by the other shareholders attending the general meeting.

Where the Company is to provide a guarantee to a connected party, such guarantee shall be disclosed in a timely manner after being deliberated and approved by the board of directors, and thereafter it shall be submitted to a general meeting for deliberation. Where the Company is to provide a guarantee to a controlling shareholder or an actual controller or a connected party thereof, such controlling shareholder, actual controller or connected party shall provide a counter guarantee.

Where the Company is to provide a guarantee to a wholly-owned Subsidiary, or to a majority-owned Subsidiary of which the other shareholders provide guarantees to the Subsidiary in proportion to their interests therein, such guarantee shall be exempted from deliberation and approval by a general meeting if it falls within the scope described in Item (I), (II), (III) or (VI) of this article.

For the purpose of this article, the amount of the Company's external guarantees shall be the aggregate guaranteed amount that occurs within 12 consecutive months. The guaranteed amount for which the relevant obligations provided under this article have been performed shall not be included in any subsequent calculation for the purpose of this article.

Article 5 Any external guarantee not included in Article 4 hereof shall take effect upon the deliberation and approval by the board of directors.

An external guarantee subject to the approval of the board of directors must be approved by a resolution adopted by at least two-thirds of directors attending the meeting of the board of directors.

Chapter 3 Acceptance and Review of the Application for External Guarantees

Article 6 Any application for an external guarantee shall be submitted to the finance department of the Company. The debtor shall submit the application for the guarantee along with any appendix thereto to the finance department at least five business days in advance, and the application shall include:

- (I) Basic information of the debtor;
- (II) Description of the debt to be guaranteed;
- (III) Type and term of the guarantee;
- (IV) Key terms of the guarantee agreement;
- (V) Explanation of the debtor's repayment plan and sources of repayment; and
- (VI) Plan for counter guarantee.

Article 7 The debtor shall submit the guarantee application along with:

- (I) Photocopies of the debtor's business license;
- (II) The debtor's latest financial statements for the previous year and for the most recent period;

- (III) The debt agreement to be secured by the guarantee;
- (IV) The guarantee agreement template provided by the creditor;
- (V) A statement that the debtor is subject to no significant litigation, arbitration or administrative punishment; and
- (VI) Other information that the finance department considers necessary.

Article 8 After receiving the debtor's application, the finance department shall timely investigate the credit status of the debtor and conduct a risk analysis on the contemplated guarantee, and the written report of such investigation and analysis signed by the chief financial officer together with the application and photocopies of appendices to the application will be submitted to the securities division.

Article 9 The legal compliance department shall conduct a compliance review and issue its opinion within three business days after receiving the written report from the financial department and the materials of the application.

Article 10 After the application passes the compliance review, the securities affairs department shall arrange for deliberation and approval of the application at the meeting of the board of directors or the general meeting in accordance with the relevant requirements under the Articles of Association.

Article 11 When deliberating the application for guarantee submitted by a debtor, the board of directors shall be prudent and strictly control debt risks that may arise from external guarantees. If necessary, the board of directors may engage third-party professional institutions to assess the risk that may arise from external guarantees, and such assessment shall be the basis for the board of directors or the general meeting to make its decision on the application for guarantee.

Article 12 The Company shall, when providing an external guarantee, require the debtor to provide a counter guarantee, if possible, and shall prudently check the debtor's capability of acting as guarantor and the exercisability of the required counter guarantee.

Article 13 A director or shareholder who has an interest in a guarantee shall withdraw from voting on whether to approve such guarantee at a meeting of the board of directors or a general meeting of the Company.

Article 14 The securities division shall record in detail the discussion and voting process relating to guarantees deliberated over at meetings of the board of directors and general meetings and shall timely disclose information thereabout.

Chapter 4 Execution of Guarantee Agreement and Counter-Guarantee Agreement

Article 15 When providing any external guarantee or accepting any counter guarantee, the Company shall conclude a written agreement thereon (which shall include a letter of guarantee, the same applies below).

Article 16 The guarantee agreement and counter-guarantee agreement shall be signed by the chairman of the board of directors or his or her authorized signatory, and no other person shall enter into any external guarantee agreement on behalf of the Company without authorization.

No external guarantee agreement shall be entered on behalf of the Company without the resolution of the board of directors or the general meeting.

Article 17 The content of any guarantee agreement or counter-guarantee agreement shall comply with the provisions of applicable Chinese laws and regulations and these Rules, and the main terms shall be clear and unambiguous.

Article 18 Each guarantee agreement or counter-guarantee agreement shall specify, among others:

- (I) The type and amount of the debt to be guaranteed;
- (II) The due date of the debt;
- (III) The form, amount, scope and term of the guarantee;
- (IV) Rights, obligations and liabilities for breach of contract of the parties;
- (V) Governing law and dispute resolution; and
- (VI) Other matters deemed as necessary to be agreed upon by the parties.

Article 19 The finance department of the Company together with the compliance department of the Company shall be responsible for duly completing legal formalities for the Company's external guarantees (e.g., mortgage or pledge) or counter guarantees accepted by the Company, and in case of the latter, the finance department and the compliance department shall timely file the assets mortgage or pledge with the competent authority.

Article 20 The Company should keep in proper custody guarantee agreements, counter – guarantee agreements and relevant original materials, timely sort out and examine the same, verify relevant materials with entities such as banks on a regular basis, keep track of the effective terms and expiry dates of the guarantees and otherwise ensure the completeness, accuracy and validity of the archived instruments and other materials.

If any irregular agreement not properly deliberated and approved by the board of directors or the general meeting is identified in the course of agreement management, such irregularity shall be promptly reported to the board of directors, the audit committee or any competent authority or relevant stock exchange(s).

Chapter 5 Daily Management and Risk Control of Guarantees

Article 21 The finance department of the Company shall be responsible for the registration, cancellation and daily management of guarantees.

The finance department shall set up a ledger to record external guarantees in a truthful, accurate and complete manner. Before a debt guaranteed by the Company becomes due, the finance department shall urge the debtor to timely repay the debt.

The finance department shall keep in proper custody all the documents related to external guarantees of the Company, including but not limited to applications for external guarantees and the appendices thereto, review opinions issued by the finance department, the legal compliance department, the secretary to the board of directors and other departments of the Company, resolutions of the board of directors or the general meeting, executed guarantee agreements and counter-guarantee agreements and registration certificates of mortgages or pledges, and it shall at least on a semi-annual ~~quarterly~~ basis fill out the form for external guarantees of the Company and submit the same to the board of directors with a copy provided to the manager and the secretary to the board of directors of the Company.

If a guaranteed debt needs to be extended upon its expiry and requires the Company to continue to provide guarantee therefor, the guarantee shall be considered a new external guarantee, which shall be subject to the review and approval procedures as provided in these Rules.

Article 22 The Company shall designate a person of the finance department to continuously monitor the condition of the debtors by acquiring the latest financial information and audit report of the debtors, analyzing the debtors' financial condition and solvency on a regular basis and following the debtors' operation, assets and debts, external guarantees, mergers and splits, changes to legal representatives and other developments. The designated person shall establish financial archives for the debtors and regularly update the board of directors on the debtors.

In the event that a debtor's operation materially deteriorates or the debtor undergoes any material event, such as corporate dissolution or demerger, the designated person shall promptly report the deterioration or event to the board of directors, and the board of directors shall adopt effective measures to minimize losses.

Article 23 When a debt for which the Company provides external guarantee is due, the Company shall procure the debtor to repay the debt within the set time limit. If the debtor fails to repay the debt within the time limit, or the creditor requires the Company to repay the debt instead because the debtor is bankrupt, dissolved or liquidated, the Company shall promptly learn about the operation, financial condition and debt repayment of the debtor, disclose relevant information in accordance with applicable laws, timely take remedial measures and initiate recourse.

Chapter 6 Disclosure of Guarantee Information

Article 24 The Company shall perform information disclosure obligations in relation to the external guarantees it provides in accordance with relevant laws, regulations, normative documents, the listing rules of the stock exchanges where shares in the Company are listed and the Articles of Association.

Article 25 An external guarantee approved by the board of directors or the general meeting shall be timely announced on newspapers or websites designated by the Company. The content to be disclosed shall include the resolutions of the board of directors or the general meeting as well as the following information as of the disclosure date: the total amount of external guarantees provided by the Company and the Subsidiaries, the total amount of guarantees provided by the Company for the subsidiaries and the respective proportions of the aforementioned amounts to the Company's latest audited net assets.

Article 26 A Subsidiary of the Company shall notify the secretary to the board of directors of the Company to disclose relevant information after the board of directors or the general meeting of the Subsidiary reaches a resolution about an external guarantee.

Article 27 The Company shall truthfully disclose all its external guarantees to any certified public accountant engaged by the Company.

Article 28 For any disclosed guarantee, the Company shall promptly disclose any of the following circumstances:

- (I) The debtor fails to repay the debt within 15 trading days after the debt becomes due; or
- (II) The debtor is subject to bankruptcy, liquidation or other situations seriously affecting the debtor's repayment ability.

Article 29 The Company shall take necessary measures to keep the access to the information regarding a guarantee on a need-to-know basis before it is publicly disclosed.

Any personnel who has access to the Company's guarantee information shall be obliged to keep such information confidential until such information is publicly disclosed in accordance with laws; otherwise, they shall bear the liability arising from their breach of this confidentiality obligation.

Chapter 7 Liabilities

Article 30 The Company shall provide external guarantees in strict accordance with these Rules. In case of breach of any provision hereof, the board of directors will determine the appropriate punishment for the person responsible for the breach depending on the loss caused to the Company, level of risk and the severity of the breach.

Article 31 Any director, manager or other officer of the Company who enters into a guarantee agreement without proper authorization in breach of the provisions hereof shall be held liable.

Article 32 In case any person from Company's departments handling or otherwise responsible for external guarantees breaches the provisions under the applicable laws or these Rules by neglecting the risks and providing guarantee without authorization, causing losses to the Company, such person shall be held liable for compensation.

In case any person from Company's departments handling or otherwise responsible for external guarantees neglects his or her duties, causing losses to the Company, he or she shall be subject to monetary or other types of punishment depending on the severity of his or her negligence.

Article 33 If any person from the Company's departments handling or otherwise responsible for external guarantees acts without authorization, causing the Company to bear liability and subsequent losses where the Company is otherwise free from guarantor's liability according to laws, the Company shall subject the person to administrative penalty and require him or her to compensate the Company.

Chapter 8 Supplementary Provisions

Article 34 The Company manages all its external guarantees in a consistent manner, and the provisions hereof are applicable, mutatis mutandis, to the external guarantees of the Subsidiaries.

Article 35 Matters not covered herein shall be subject to applicable national laws, regulations, the listing rules of the stock exchanges where shares in the Company are listed, the Articles of Association and the requirements of other relevant normative documents.

Where these Rules are in conflict with applicable national laws, regulations, the listing rules of the stock exchanges where shares in the Company are listed, the Articles of Association and requirements of other relevant normative documents, the applicable national laws, regulations, the listing rules, the Articles of Association and the requirements of other relevant normative documents shall prevail.

APPENDIX VII EXTERNAL GUARANTEE MANAGEMENT POLICY

Article 36 These Rules and its amendments shall become effective after being deliberated and approved by the general meeting.

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Note: If there is any discrepancy between the English and the Chinese versions, the Chinese version shall prevail.

NOTICE OF THE FIRST EXTRAORDINARY GENERAL MEETING OF 2026

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Pharmaron Beijing Co., Ltd.
康龍化成(北京)新藥技術股份有限公司

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

(Stock Code: 3759)

NOTICE OF THE FIRST EXTRAORDINARY GENERAL MEETING OF 2026

NOTICE IS HEREBY GIVEN THAT the first extraordinary general meeting of 2026 (the “**EGM**”) of Pharmaron Beijing Co., Ltd. (康龍化成(北京)新藥技術股份有限公司) (the “**Company**”) will be held at 6 Tai-He Road, Economic Technological Development Area, Beijing, the PRC on Thursday, September 10, 2026 at 2:30 p.m. for the purposes of considering and, if deemed appropriate, approving the following resolutions. In this notice, unless the context otherwise requires, capitalised terms used herein shall have the same meanings as defined in the Company’s circular (the “**Circular**”) dated August 25, 2026.

SPECIAL RESOLUTIONS

1. Adoption of the 2026 H Share Award and Trust Scheme.
2. Grant of the Repurchase Mandate.
3. Authorization for Issuance of Offshore Debt Financing Instruments.
4. Amendments to the Articles of Association.
5. Amendments to the Rules of Procedure for the General Meetings.

ORDINARY RESOLUTION

6. Amendments to the External Guarantee Management Policy.

NOTICE OF THE FIRST EXTRAORDINARY GENERAL MEETING OF 2026

CLOSURE OF REGISTER OF MEMBERS

H Shareholders who intend to attend the EGM are required to deposit the share certificates accompanied by relevant transfer documents at the Company's H Shares Registrar, 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, September 4, 2026. H Shareholders whose names appear on the register of members of the Company on Monday, September 7, 2026 shall be entitled to attend and vote at the EGM. The register of members of the Company will be closed from Monday, September 7, 2026 to Thursday, September 10, 2026 (both days inclusive), during which period no transfer of Shares will be registered.

By order of the Board
Pharmaron Beijing Co., Ltd.
康龍化成(北京)新藥技術股份有限公司
Dr. Lou Boliang
Chairman

Beijing, the PRC
August 25, 2026

As at the date of this notice, the Board of Directors comprises Dr. Lou Boliang, Mr. Lou Xiaoqiang and Ms. Zheng Bei as executive Directors; Mr. Li Shing Chung Gilbert as employee representative Director; Ms. Wan Xuan as non-executive Director; Ms. Li Lihua, Prof. Tsang King Fung and Ms. Shen Rong as independent non-executive Directors.

Notes:

- (1) All votes of resolutions at the EGM will be taken by poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and the results of the poll will be published on the websites of The Stock Exchange of Hong Kong Limited (www.hkexnews.hk) and the Company (www.pharmaron.com) in accordance with the Listing Rules.
- (2) Any shareholders entitled to attend and vote at the EGM can appoint one or more proxies to attend and vote at the EGM on his/her behalf. A proxy need not be a shareholder of the Company. If more than one proxy is so appointed, the appointment shall specify the number and type of shares in respect of which each proxy is so appointed.
- (3) Shareholders shall appoint their proxies in writing. The form of proxy shall be signed by the shareholder or his/her/ its attorney who has been authorized in writing. If the shareholder is a corporation, the form of proxy shall be affixed with the corporation's seal or signed by its director, or its attorney duly authorized in writing. If the form of proxy is signed by the attorney of the shareholder, the power of attorney or other authorisation document shall be notarised. For H Shareholders, the aforementioned documents must be lodged with the H Shares Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not less than 24 hours before the time appointed for holding the EGM (i.e. 2:30 p.m. on Wednesday, September 9, 2026 (Hong Kong time)) or any adjournment thereof in order for such documents to be valid. Completion and delivery of the form of proxy shall not preclude a shareholder of the Company from attending the EGM online, provided that they shall not be able to cast their votes online.
- (4) Shareholders shall produce their identification documents when attending the EGM.

NOTICE OF THE FIRST EXTRAORDINARY GENERAL MEETING OF 2026

- (5) If a proxy attends the EGM on behalf of a shareholder, he/she should produce his/her identification document and the power of attorney or other documents signed by the appointer or his/her attorney, which specifies the date of its issuance. If a representative of a corporate shareholder attends the EGM, such representative shall produce his/her identification document and the notarised copy of the resolution passed by the board of directors or other authority or other notarised copy of any authorisation documents issued by such corporate shareholder.
- (6) The EGM is expected to last for half a day. Shareholders who attend the EGM (in person or by proxy) shall bear their own travelling, accommodation and other expenses.
- (7) The contact details of the Company:

Pharmaron Beijing Co., Ltd. (康龍化成(北京)新藥技術股份有限公司)
Address: 6 Tai-He Road, Economic Technological Development Area, Beijing, the PRC
Postal Code: 100176
Tel: 86 010-57330087
Contact Person: Securities Affairs Department
Fax: 86 010-57330087

NOTICE OF THE FIRST H SHARE CLASS MEETING OF 2026

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Pharmaron Beijing Co., Ltd.
康龍化成(北京)新藥技術股份有限公司

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

(Stock Code: 3759)

NOTICE OF THE FIRST H SHARE CLASS MEETING OF 2026

NOTICE IS HEREBY GIVEN THAT the first H Share class meeting of 2026 (the “**H Share Class Meeting**”) of Pharmaron Beijing Co., Ltd. (康龍化成(北京)新藥技術股份有限公司) (the “**Company**”) will be held at 6 Tai-He Road, Economic Technological Development Area, Beijing, the PRC on Thursday, September 10, 2026 at 2:30 p.m. (after the conclusion of the EGM and the A Share Class Meeting) for the purposes of considering and, if deemed appropriate, approving the following resolution. In this notice, unless the context otherwise requires, capitalised terms used herein shall have the same meanings as defined in the Company’s Circular.

SPECIAL RESOLUTION

1. Grant of the Repurchase Mandate.

CLOSURE OF REGISTER OF MEMBERS

H Shareholders who intend to attend the H Share Class Meeting are required to deposit the share certificates accompanied by relevant transfer documents at the Company’s H Shares Registrar, 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, September 4, 2026. H Shareholders whose names appear on the register of members of the Company on Monday, September 7, 2026 shall be entitled to attend and vote at the H Share Class Meeting. The register of members of the Company will be closed from Monday, September 7, 2026 to Thursday, September 10, 2026 (both days inclusive), during which period no transfer of H Shares will be registered.

By order of the Board
Pharmaron Beijing Co., Ltd.
康龍化成(北京)新藥技術股份有限公司
Dr. Lou Boliang
Chairman

Beijing, the PRC
August 25, 2026

NOTICE OF THE FIRST H SHARE CLASS MEETING OF 2026

As at the date of this notice, the Board of Directors comprises Dr. Lou Boliang, Mr. Lou Xiaoqiang and Ms. Zheng Bei as executive Directors; Mr. Li Shing Chung Gilbert as employee representative Director; Ms. Wan Xuan as non-executive Director; Ms. Li Lihua, Prof. Tsang King Fung and Ms. Shen Rong as independent non-executive Directors.

Notes:

- (1) All votes of resolutions at the H Share Class Meeting will be taken by poll pursuant to the Listing Rules and the results of the poll will be published on the websites of The Stock Exchange of Hong Kong Limited (www.hkexnews.hk) and the Company (www.pharmaron.com) in accordance with the Listing Rules.
- (2) Any shareholders entitled to attend and vote at the H Share Class Meeting can appoint one or more proxies to attend and vote at the H Share Class Meeting on his/her behalf. A proxy need not be a shareholder of the Company. If more than one proxy is so appointed, the appointment shall specify the number and type of shares in respect of which each proxy is so appointed.
- (3) Shareholders shall appoint their proxies in writing. The form of proxy shall be signed by the shareholder or his/her/ its attorney who has been authorized in writing. If the shareholder is a corporation, the form of proxy shall be affixed with the corporation's seal or signed by its director, or its attorney duly authorized in writing. If the form of proxy is signed by the attorney of the shareholder, the power of attorney or other authorisation document shall be notarised. For H Shareholders, the aforementioned documents must be lodged with the H Shares Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not less than 24 hours before the time appointed for holding the H Share Class Meeting (i.e. 2:30 p.m. on Wednesday, September 9, 2026 (Hong Kong time)) or any adjournment thereof in order for such documents to be valid.
- (4) Shareholders shall produce their identification documents when attending the H Share Class Meeting.
- (5) If a proxy attends the H Share Class Meeting on behalf of a shareholder, he/she should produce his/her identification document and the power of attorney or other documents signed by the appointer or his/her attorney, which specifies the date of its issuance. If a representative of a corporate shareholder attends the H Share Class Meeting, such representative shall produce his/her identification document and the notarised copy of the resolution passed by the board of directors or other authority or other notarised copy of any authorisation documents issued by such corporate shareholder.
- (6) The H Share Class Meeting is expected to last for half a day. Shareholders who attend the H Share Class Meeting (in person or by proxy) shall bear their own travelling, accommodation and other expenses.
- (7) The contact details of the Company:

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