

September 3, 2025

WUXI XDC CAYMAN INC.

AND

WUXI BIOLOGICS (CAYMAN) INC.

SUBSCRIPTION AGREEMENT

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SUBSCRIPTION AGREEMENT

PARTIES

- (1) **WUXI XDC CAYMAN INC.**, a company incorporated in the Cayman Islands whose registered address is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the **Company**); and
- (2) **WUXI BIOLOGICS (CAYMAN) INC.**, a company incorporated in the Cayman Islands whose registered address is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the **Subscriber**),

(each a **Party** in this Agreement and together, the **Parties**)

Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 4.

PREAMBLE

(A) The Company is principally engaged in the provision of integrated and comprehensive services of contract research, development and manufacturing of antibody-drug conjugates and other bioconjugates. Its ordinary Shares are listed on the Main Board of the Stock Exchange with stock code 2268.

(B) The Subscriber intends to subscribe for, and the Company intends to issue, 24,134,000 Shares (the **Subscription Shares**) on the terms, and subject to the conditions, of this Agreement (the **Subscription**). The Subscription Shares will represent approximately 1.93% of the entire issued share capital of the Company as at the Closing Date.

IT IS AGREED:

1. SUBSCRIPTION, ISSUE AND PRICE

1.1 The Subscriber shall subscribe for, and the Company shall issue to the Subscriber (or its Designated Nominee), the Subscription Shares free from Third Party Rights with effect from Closing and with all rights attaching to them including the right to receive all distributions and dividends declared, paid or made in respect of the Subscription Shares after Closing. The subscription for and issue of the Subscription Shares shall be on the terms set out in this Agreement.

1.2 The price for the Subscription Shares shall be HK\$58.85 per Share, being a total amount of HK\$1,420,285,900 (the **Subscription Price**), which shall be payable on Closing.

1.3 The Subscription Shares to be subscribed for and issued pursuant to clause 1.1 shall, when issued, rank *pari passu* in all respects with the Shares in issue as at the Closing Date.

1.4 The Subscriber may elect to subscribe for the Subscription Shares through an Affiliate of the Subscriber (**Designated Nominee**) with the prior written consent of the Company.

1.5 The Company shall use the proceeds from the issuance of the Subscription Shares for such purposes as disclosed in the Announcement and other uses as mutually agreed by the Company and the Subscriber.

2. CONDITIONS TO CLOSING

2.1 Closing shall be conditional on the following Conditions having been fulfilled in accordance with the terms of this Agreement:

- (a) the Listing Committee of the Stock Exchange granting the Listing Approval, and such Listing Approval not being subsequently revoked or withdrawn prior to Closing; and
- (b) the passing by the Independent Shareholders of all necessary resolutions at the EGM approving this Agreement and the transactions contemplated hereunder (including the grant of the Specific Mandate).

2.2 Each of the Parties shall, at its own Cost, use reasonable efforts to ensure that the Conditions are fulfilled promptly after the date of this Agreement.

2.3 None of the Conditions may be waived by either Party.

2.4 The Company shall promptly deliver to the Subscriber a copy of the Listing Approval upon the Company's receipt of such Listing Approval. The first Business Day on or by which the Listing Approval is obtained is the Unconditional Date.

3. CLOSING

3.1 Closing shall take place electronically by the remote exchange of documents and signatures on the fifth (5th) Business Day after the Unconditional Date or at such other location, time or date as may be agreed between the Company and the Subscriber.

3.2 At Closing, each of the Company and the Subscriber shall deliver or perform (or ensure that there is delivered or performed) all those documents, items and actions respectively listed in relation to that Party or any of its Affiliates (as the case may be) in Schedule 1 (the **Closing Obligations**).

4. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

4.1 The Company hereby represents and warrants to the Subscriber as at the date of this Agreement and as at the Closing Date in the terms of the Company Warranties.

4.2 Each of the Company Warranties shall be construed separately and independently.

4.3 The Subscriber warrants to the Company as at the date of this Agreement in the terms of the warranties set out in Schedule 3.

5. LOCK-UP

5.1 Subject to clause 5.2, the Subscriber agrees and undertakes to the Company that the Subscriber will not sell or transfer any Subscription Shares at any time during the period of six (6) months from the Closing Date (the **Lock-up Period**).

5.2 Nothing contained in clause 5.1 shall prevent the Subscriber from transferring, conditionally or unconditionally, any Subscription Shares:

- (a) as may be required by applicable law or regulation or by any competent authority;
- (b) with the prior written consent of the Company;
- (c) to any Affiliate of the Subscriber;
- (d) as part of the acceptance of, or the provision of an irrevocable undertaking in relation to, a general or public tender offer for the Shares made in accordance with the Takeovers Code; and
- (e) pursuant to an offer by the Company to repurchase its own Shares, as long as this is executed on a pro-rata basis.

6. PAYMENTS

6.1 Any payment to the Company to be made pursuant to this Agreement by the Subscriber (or any member of the Subscriber Group) shall be made to the Company's Bank Account.

6.2 Payments under clause 6.1 shall be in immediately available funds by electronic transfer on the due date for payment.

6.3 Except as otherwise provided in this Agreement, the Company and the Subscriber shall each be responsible for its own Costs and charges incurred in connection with the Proposed Transaction.

7. ANNOUNCEMENTS

7.1 Other than the Announcement, neither the Company nor the Subscriber shall make any announcement or issue any communication to shareholders or press release or other public disclosure in connection with the existence or subject matter of this Agreement without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed).

7.2 The restriction in clause 7.1 shall not apply to the extent that the announcement or communication to shareholders is required by Law, by any stock exchange or any regulatory or other supervisory body or authority of competent jurisdiction, whether or not the requirement has the force of Law or for the purpose of satisfaction of the Conditions. If this exception applies, the Party making the announcement or issuing the communication to shareholders shall use its reasonable efforts to consult with the other Party in advance as to its form, content and the timing of issue.

7.3 The Parties agree that the Company shall publish the Announcement promptly following entry into this Agreement by the Parties, in compliance with the relevant requirements of the Listing Rules.

8. CONFIDENTIALITY

8.1 Each of the Parties shall (and shall ensure that each of its Representatives shall) use its best endeavours to maintain Confidential Information in confidence and not disclose Confidential Information to any person except: (i) as this clause 8 permits; (ii) as the other Party approves in writing; or (iii) in case of the Subscriber, to its Affiliates and its Representatives (including the Designated Nominee for the purpose of clause 1.4), provided that such Representatives (including the Designated Nominee) are informed of the confidential nature of the Confidential Information and are bound by confidentiality obligations no less protective than those set out in this Agreement.

8.2 Clause 8.1 shall not prevent disclosure by a Party or any of its Representatives to the extent it can demonstrate that:

- (a) disclosure is required by Law or by any Governmental Authority having applicable jurisdiction (provided that, if reasonably practicable and not prohibited by Law, the disclosing Party shall first consult with the other Party prior to any disclosure of such information and take into account the reasonable comments of the other Party);
- (b) disclosure is reasonably necessary for the purposes of satisfying the Conditions;
- (c) disclosure is of any Confidential Information which was already lawfully in the possession of that Party or any of its Representatives (in either case as evidenced by written records) at the time when such Confidential Information was disclosed to that Party or any of its Representatives;
- (d) disclosure is of any Confidential Information which has previously become publicly available other than through that Party's action or failure to act (or that of its Representatives); or
- (e) disclosure is required for the purpose of any arbitral or judicial proceedings arising out of this Agreement.

8.3 Each of the Parties undertakes that it shall only disclose Confidential Information as permitted by this clause 8 if it is reasonably required.

9. ASSIGNMENT

9.1 Except as provided in this clause 9 or unless the Subscriber specifically agrees in writing, the Company shall not assign, transfer, hold on trust or encumber all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this clause 9 shall be void.

9.2 The Subscriber may, with the prior written consent of the Company, assign (in whole or in part) rights under this Agreement, and such rights may be enforced by, the Designated Nominee, any member of the Subscriber Group and/or any third party which is the legal and/or beneficial owner from time to time of any or all of the Subscription Shares as if it were the Subscriber under this Agreement.

10. NOTICES

10.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, e-mail, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received:

- (a) at the time of delivery, if delivered by hand, registered post or courier; or
- (b) at the time of transmission if sent by email (provided that no error message is received in relation to the deliver),

provided that in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next Business Day.

10.2 The addresses and email addresses of the Parties for the purpose of clause 10.1 are:

Company	Address:
For the attention of:	No. 11 Xinhui Ring Road, Xinwu District, Wuxi, China
The board of directors	
Subscriber	Address:
For the attention of:	No. 108, Meiliang Road, Mashan, Wuxi, China
The board of directors	

10.3 Each Party shall notify the other Party in writing of a change to its details in clause 10.2 from time to time.

11. OTHER

Further assurances

11.1 Each of the Parties shall, from the Closing Date, execute, or procure the execution of, such further documents as may be required by Law or be necessary to implement and give effect to this Agreement.

11.2 Each of the Parties shall procure that their respective Affiliates comply with all obligations under this Agreement that are expressed to apply to any such Affiliates.

Whole agreement

11.3 This Agreement sets out the whole agreement between the Parties in respect of the subscription for and issue of the Subscription Shares and supersede any prior agreement (whether oral or written) relating to the Proposed Transaction. It is agreed that:

- (a) no Party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of the other Party (or any of its Representatives) in relation to the Proposed Transaction which is not expressly set out in this Agreement;
- (b) the only right or remedy of a Party in relation to any provision of this Agreement shall be for breach of this Agreement; and
- (c) except for any liability in respect of a breach of this Agreement, no Party (or any of its Representatives) shall owe any duty of care or have any liability in tort or otherwise to the other Party (or its Representatives) in relation to the Proposed Transaction,

provided that this clause shall not exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation. Each Party agrees to the terms of this clause 11.31.3 on its own behalf and as agent for each of its Representatives.

Waivers, rights and remedies

11.4 Except as expressly provided in this Agreement, no failure or delay by any Party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

11.5 The Company acknowledges that the Subscriber may be irreparably harmed by any breach of the terms of this Agreement and that damages alone may not necessarily be an adequate remedy. Accordingly, the Subscriber shall be entitled to seek the remedies of final or interim injunction, specific performance and other equitable relief, or any combinations of these remedies, for any potential or actual breach of the terms of this Agreement, and no proof of special damages shall be necessary to enforce this Agreement.

Counterparts

11.6 This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

Variations

11.7 No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to it.

Invalidity

11.8 Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable under the Law of any jurisdiction, the Parties shall use all reasonable efforts to replace it with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

Third party enforcement rights

11.9 Other than any member of the Subscriber Group and/or any third party which is the legal and/or beneficial owner from time to time of any or all of the Subscription Shares, a person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of its terms.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement shall be governed by, and interpreted in accordance with, Hong Kong laws.

12.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, breach, termination or validity hereof, shall be resolved through consultation. Such consultation period shall begin immediately after one Party hereto has delivered to any other Party hereto a written request for such consultation. If within thirty (30) days following the date on which such notice is given the dispute has not been resolved, the dispute

shall be submitted to arbitration upon the request of any Party to such dispute with notice to the other. The arbitration shall be conducted in Hong Kong and administered by the Hong Kong International Arbitration Centre (**HKIAC**) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong. There shall be three (3) arbitrators. The arbitration proceedings shall be conducted in English. The award of the arbitration tribunal shall be final and binding upon the disputing parties, and the prevailing Party may apply to a court of competent jurisdiction for enforcement of such award. Any Party shall be entitled to seek preliminary injunctive relief from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

SCHEDULE 1

CLOSING ARRANGEMENTS

Part A : Company Closing Obligations

At Closing, the Company shall:

- (a) allot and issue the Subscription Shares to the Subscriber (or its Designated Nominee as the Subscriber may elect pursuant to clause 1.4) and deliver to the Subscriber a copy of (i) the signed instruction letter from the Company instructing its Hong Kong branch share registrar to update the Hong Kong branch share register and issue a share certificate in respect of the Subscription Shares in the name of the Subscriber; and (ii) an acknowledgement of receipt of such instruction letter from the Company's Hong Kong branch share registrar;
- (b) deliver to the Subscriber a copy of the duly executed share certificate issued by the Company in respect of the Subscription Shares in the name of the Subscriber (or its Designated Nominee) within five (5) Business Days of the Closing, the original copy of which shall be delivered to the Subscriber within ten (10) Business Days after Closing;
- (c) within three (3) Business Days of the Closing, deliver to the Subscriber a copy (certified as true and correct) of the updated Hong Kong branch register of members of the Company as at Closing, showing the Subscriber (or its Designated Nominee) as the registered holder of the Subscription Shares; and
- (d) deliver to the Subscriber a copy (certified as true and correct) of the resolutions of the board of Directors of the Company (i) authorising the execution of and the performance by the Company of its obligations under this Agreement; and (ii) approving the issue of the Subscription Shares under this Agreement.

Part B : Subscriber Closing Obligations

At Closing, the Subscriber shall:

- (a) pay to the Company the Subscription Price in accordance with clauses 1.2, 6.1 and 6.2, provided that the Subscriber's delivery to the Company of an irrevocable wiring instructions in the form of MT103 for such payment shall be an effective discharge of the Subscriber's payment obligation; and
- (b) deliver (or ensure that there is delivered) a copy of the resolutions of the board of directors of the Subscriber authorising the execution of and the performance by the relevant company of its obligations under this Agreement to be executed by it.

Part C : General

All documents and items delivered at Closing pursuant to this Schedule 1 shall be held by the recipient to the order of the person delivering the same until such time as Closing shall be deemed to have taken place. Simultaneously with:

- (a) delivery of all documents and all items required to be delivered at Closing (or waiver of the delivery of it by the person entitled to receive the relevant document or item); and
- (b) payment by an electronic funds transfer to the Company's Bank Account in immediately available funds of the Subscription Price, provided that the Subscriber's delivery to the Company of an irrevocable wiring instructions in the form of MT103 for such payment shall be an effective discharge of the Subscriber's payment obligation,

the documents and items delivered in accordance with this Schedule 1 shall cease to be held to the order of the person delivering them and Closing shall be deemed to have taken place.

SCHEDULE 2

COMPANY WARRANTIES

For the avoidance of doubt, each statement set out below in this Schedule 2 is made subject to and on the terms of clause 4.

1. Authorisations, valid obligations, filings and consents

1.1 Other than the Conditions under clause 2.1 which shall be satisfied prior to Closing, the Company has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences, authorisations, waivers or exemptions required to empower it to enter into and perform its obligations under this Agreement.

1.2 Entry into and performance by the Company of this Agreement will not: (i) breach any provision of its Constitutional Documents; (ii) (subject to fulfilment of the Conditions under clause 2.12.2) result in a breach of any Laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or Governmental Authority; or (iii) result in a material breach of any contract or arrangement to which the Company is a party to.

1.3 This Agreement will, when executed, constitute valid and binding obligations of the Company.

2. The Company and the Subscription Shares

2.1 The Company is validly incorporated, in existence and duly registered under the Laws of its jurisdiction of incorporation. The Company has full power under its Constitutional Documents to conduct its business as conducted at the date of this Agreement.

2.2 As at the date of this Agreement, the Company has 1,205,025,541 issued and fully paid Shares with a nominal value of US\$0.00005 each in the share capital of the Company.

2.3 Subject to the satisfaction of the Conditions in clause 2.1, the Subscription Shares to be issued upon Closing:

- (a) will be duly authorised for issuance by all necessary action on the part of the Company, validly issued, fully paid, non-assessable and will rank *pari passu* in all aspects with the other Shares then in issue free from and clear of all liens, encumbrances, security interests, charges or claims of third parties, and together with all rights attaching to them as at the date of issue of the Shares, will not have been issued in violation of or subject to any pre-emptive or other rights with respect to the Subscription Shares; and
- (b) will be duly listed on the Stock Exchange, and, subject only to this Agreement (including, but not limited to, the lock-up provisions under clause 5), will be fully and freely tradable on the Stock Exchange and will not be the subject of any order, ruling or decision by the Stock Exchange or any other regulatory body or court of competent jurisdiction that would have the effect of restricting trades in such Subscription Shares or any other equity securities of the Company.

2.4 Subject to the satisfaction of the Condition in clause 2.1(a) and the registration of the Subscriber (or its Designated Nominee) in the register of members of the Company, the Subscriber will have good and marketable title to the Subscription Shares.

2.5 The Subscription Shares will be allotted and issued by the Company at Closing pursuant to the Specific Mandate to be granted by the Independent Shareholders at the EGM.

SCHEDULE 3

SUBSCRIBER WARRANTIES

1. The Subscriber is validly incorporated, in existence and duly registered under the Laws of its jurisdiction of incorporation. The Subscriber has full power under its Constitutional Documents to conduct its business as conducted at the date of this Agreement.
2. Subject to the Stock Exchange granting the Listing Approval, the Subscriber will at Closing have obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences, authorisations, waivers or exemptions required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would materially and adversely affect its ability to enter into and perform its obligations under this Agreement.
3. The entry into and performance by the Subscriber of this Agreement will not: (i) breach any provision of its Constitutional Documents; or (ii) (subject to the fulfilment of the Conditions under clause 2.12.2) result in a breach of any Laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any Governmental Authority; or (iii) result in a breach of any contract or arrangement to which of the Subscriber (or the Designated Nominee) is a party to, where (in either case) the breach would materially and adversely affect its ability to enter into or perform its obligations under this Agreement.

SCHEDULE 4

DEFINITIONS AND INTERPRETATION

1. Definitions. In this Agreement, the following words and expressions shall have the following meanings:

Affiliate means, from time to time, in relation to any person, any other person that directly or indirectly controls, is controlled by or is under common control with that relevant person;

Announcement means the announcement of the Company in relation to, among other things, the proposed issue and allotment of the Subscription Shares in accordance with the terms of this Agreement, to be released by the Company on or about the date hereof;

Business Day means a day (other than a Saturday or Sunday or public holiday in Hong Kong and any day on which extreme conditions (as announced by any government authority of Hong Kong SAR), a tropical cyclone warning no.8 or above or a “black” rain warning signal is hoisted in Hong Kong at any time between 9.00am and 5.00pm) on which banks are open in Hong Kong, the PRC, New York and the Cayman Islands for general commercial business;

Closing means completion of the subscription for and issue of the Shares in accordance with the provisions of this Agreement;

Closing Date means the date on which Closing occurs;

Closing Obligations means the obligations of the Subscriber and the Company set out in clause 3.2;

Company Warranties means the representations and warranties given pursuant to clause 4 and set out in Schedule 2;

Company's Bank Account means the Company's bank account as notified by the Company to the Subscriber in writing prior to Closing;

Conditions means the conditions to Closing set out in clause 2.1, and **Condition** means any of them;

Confidential Information means information relating to the provisions of, and negotiations leading to, this Agreement;

Constitutional Documents means with respect to an entity its articles of association, by-laws or equivalent constitutional documents;

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

Designated Nominee has the meaning given to it in clause 1.4;

Director means a director of the Company;

EGM means the extraordinary general meeting of the Company to be convened and held to consider and, if thought fit, approve this Agreement and the transactions contemplated hereunder (including the Specific Mandate);

Governmental Authority means:

- (a) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof, including without limitation any entity directly or indirectly owned (in whole or in part) or controlled thereby;
- (b) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities; and

- (c) any quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi-governmental authority, including but not limited to the Stock Exchange and the SFC;

Group means the Company and its subsidiaries, and **Group Company** means any one of them;

HKIAC has the meaning given to it in clause 12.212.2;

Hong Kong means the Hong Kong Special Administrative Region of the PRC;

Independent Shareholders means shareholders of the Company other than (i) the Subscriber and its associates; and (ii) any other parties involved or interested in the Subscription;

Law means any statute, law, rule, regulation, guideline, ordinance, code, policy or rule of common law issued, administered or enforced by any Governmental Authority, including but not limited to the Listing Rules, or any judicial or administrative interpretation thereof;

Listing Approval means the approval granted by the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares;

Listing Rules means the Rules Governing the Listing of Securities on the Stock Exchange;

Lock-up Period has the meaning given to it in clause 5.1;

PRC means the People's Republic of China;

Proposed Transaction means the transaction contemplated by this Agreement;

Representatives means, in relation to a Party, the shareholders, beneficial owners, partners, limited partners (who may act as co-investors), members, directors, managers, senior executives, employees, special limited partners, agents or advisers (including but not limited to legal counsels, accountants, consultants, brokers, insurers, finance providers and financial advisers) of that Party;

SFC means the Securities and Futures Commission in Hong Kong;

Shares means the ordinary shares in the Company;

Specific Mandate means the specific mandate to be sought from the Independent Shareholders at the EGM to grant the authority to the Board for the allotment and issue of the Subscription Shares;

Stock Exchange means The Stock Exchange of Hong Kong Limited;

Subscriber Group means the Subscriber and its Affiliates;

Subscription has the meaning given to it in recital (B);

Subscription Price has the meaning given to it in clause 1.2;

Subscription Shares has the meaning given to it in recital (B);

Takeovers Code means the Code on Takeovers and Mergers issued by the Securities and Futures Commission of Hong Kong, as amended from time to time;

Third Party Right means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;

Unconditional Date has the meaning given in clause 2.4;

US or U.S. means the United States of America; and

Working Hours means 9.30 a.m. to 5.30 p.m. on a Business Day in the place of receipt of a notice.

2. **Interpretation.** In this Agreement, unless the context otherwise requires:

- (a) references to a **person** include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
- (b) references to a paragraph, clause or Schedule shall refer to those of this Agreement unless stated otherwise;
- (c) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
- (d) references to any Hong Kong legal term or concept shall, in respect of any jurisdiction other than Hong Kong, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (e) references to Hong Kong dollars or HK\$ are references to the lawful currency from time to time of Hong Kong;
- (f) any statement in this Agreement qualified by the expression *so far as the Company is aware* or any similar expression shall be deemed to be made on the basis of the knowledge, at the date of this Agreement, of each of the Directors and senior management of the Company, each having made due and reasonable enquiry; and
- (g) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. **Enactments.** Except as otherwise expressly provided in this Agreement, any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to: (i) that enactment as amended, consolidated or re-enacted by or under any other enactment before or after the date of this Agreement; (ii) any enactment which that enactment re-enacts (with or without modification); and (iii) any subordinate legislation (including regulations) made (before or after the date of this Agreement) under that enactment, as amended, consolidated or re-enacted as described at (i) or (ii) above, except to the extent that any of the matters referred to in (i) to (iii) occurs after the date of this Agreement and increases or alters the liability of the Company or the Subscriber under this Agreement.

4. **Schedules.** The Schedules comprise schedules to this Agreement and form part of this Agreement.

Inconsistencies. Where there is any inconsistency between the definitions set out in this Schedule 4 and the definitions set out in any clause or any other Schedule, then, for the purposes of construing such clause or Schedule, the definitions set out in such clause or Schedule shall prevail.

This Agreement is entered into by or on behalf of the Parties on the date stated on the first page of this Agreement.

SIGNED)	SIGNATURE:	_____
for and on behalf of)		
WUXI XDC CAYMAN INC.)	NAME:	<u>Jincai Li</u>

SIGNED
for and on behalf of
WUXI BIOLOGICS (CAYMAN) INC.

)
)
)

SIGNATURE:

NAME:

Zhisheng Chen