

**GENOR BIOPHARMA HOLDINGS LIMITED**

嘉和生物药业（开曼）控股有限公司

**AND**

**WENG CHENGYI**

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**EXECUTIVE DIRECTOR SERVICE AGREEMENT**

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**THIS AGREEMENT** is made the 9th day of September 2024.

**BETWEEN**

- (1) **GENOR BIOPHARMA HOLDINGS LIMITED** (嘉和生物药业(开曼)控股有限公司) a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Company**”); and
- (2) **WENG Chengyi**, an individual residing Flat 1701, No.8 Lane 1188, Xuying Road, Xujing Town, Qingpu District, Shanghai, China (the “**Director**”).

**WHEREAS**

- (A) the Company has appointed the Director and the Director has agreed to serve the Company as the chief financial officer of the Company and an executive director of the Company, by providing the Company with the services hereinafter described on the terms and conditions set out below.

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

- 1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“Agreement”	this Agreement;
“Appointment”	the appointment of the Director as an Executive Director and Chief Financial Officer pursuant to Clause 2.1;
“Articles of Association”	the articles of association of the Company from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
“associate(s)”	shall have the meaning ascribed to it in the Listing Rules;
“Board”	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
“Business”	all the business and affairs carried out by the Group or any member of the Group from time to time;
“business day”	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong; “China” or “PRC” the People's Republic of China;
“Chief Financial Officer”	chief financial officer of the Company;

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|----------------------------|---|
| “Confidential Information” | in relation to all businesses carried on by the Group from time to time, all information, know-how, trade secrets and records (in whatever form held), including (without limitation) all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known; |
| “Executive Director”       | executive director of the Company;  |
| “Group”                    | the Company and its subsidiaries from time to time;   |
| “Hong Kong”                | the Hong Kong Special Administrative Region of the PRC;   |
| “HK\$”                     | Hong Kong dollar, the lawful currency of Hong Kong;   |
| “Listing Rules”            | the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;  |
| “Memorandum”               | the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;   |
| “RMB”                      | Renminbi, the lawful currency of China;   |
| “Shares”                   | ordinary shares in the share capital of the Company;  |
| “Stock Exchange”           | The Stock Exchange of Hong Kong Limited; and  |
| “subsidiary(ies)”          | shall have the meaning as ascribed to it in the Listing Rules.  |
- 1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.
- 1.3 References herein to “Clauses” are to clauses of this Agreement.
- 1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 2. APPOINTMENT AND TERM**
- 2.1 The Company has appointed the Director as an Executive Director and Chief Financial Officer for an initial period of three (3) years from \_\_\_\_\_, subject to retirement as and when required under the Articles of Association and on and subject to the terms and conditions herein. The Director shall well and faithfully serve the Company as Executive Director and Chief Financial Officer and carry out his duties hereunder subject to and upon the terms set out below.
- 2.2 The Appointment shall, subject always to re-election as and when required under the

Articles of Association, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 8 or by either party giving to the other not less than three (3) months prior notice in writing.

### **3. DIRECTOR'S DUTIES AND SERVICES**

3.1 The Director in his office as an Executive Director shall:

- (a) act honestly and in good faith in the interests of the Company as a whole;
- (b) act for proper purpose;
- (c) be answerable to the Company for the application or misapplication of its assets;
- (d) avoid actual and potential conflicts of interest and duty;
- (e) disclose fully and fairly his interests in contracts with the Company;
- (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of his knowledge and experience and holding his office within the Company;
- (g) comply to the best of his ability with the Listing Rules and the Company's rules, regulations, policies and procedures from time to time in force;
- (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company's compliance with the Listing Rules;
- (i) comply with all of the requirements set out in Rules 3.09B and 3.09C of the Listing Rules;
- (j) in the discharge of his duties and in the exercise of his powers as an Executive Director, comply with all and any lawful directions and instructions from time to time made or given to them by the Board to the best of his skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board; and
- (k) in pursuance of his duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.

3.2 The Director shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of his business or other activities which would or may cause them to be in conflict with the interests of the Group and obtain the Board's approval of any such proposed business or other activities.

3.3 The Director shall at all times promptly give to the Board (in writing if so requested) all such information as the Board may reasonably require in relation to his duties hereunder and of the Business in so far as such information is or ought to be within the knowledge of the Director, and shall at the Board's request provide further explanation in relation to such information.

3.4 The Director shall carry out his duties and exercise his powers jointly with any other director or executive officer as shall from time to time be appointed by the Board to act jointly with the Director. The Board may at any time and without explanation require the Director to cease performing any of his duties or exercising any of his powers under this Agreement.

3.5 The Director shall be required to carry out his duties in China or Hong Kong or such other

locations as the Board may request or as the interests, needs, business and opportunities of the Group will require or be deemed desirable by the Board.

#### **4. REMUNERATION**

- 4.1 The Director is entitled to the remuneration package of emoluments including an annual salary of RMB1,105,452, together with discretionary bonuses and other incentive and subsidies payable by the Group to the Director, as determined by the Board and in accordance with the Company's policy in connection with the performance of his duties under the Appointment.

#### **5. BENEFITS AND EXPENSES**

- 5.1 The Company shall reimburse the Director of all reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) properly and reasonably incurred by them in relation to the Business or in the discharge of his duties hereunder, subject to such expenses being evidenced in such manner as the Board may require.
- 5.2 The Company shall pay or provide to the Director such additional benefits as the Board shall in its absolute discretion deem appropriate.
- 5.3 The Company shall take out, and at all times during the period of Appointment maintain, directors' liability insurance with a reputable insurance company in respect of the performance by the Director of his duties under this Agreement.

#### **6. LEAVE**

- 6.1 During the term of his Appointment, the Director shall (in addition to Saturday, Sundays and statutory holidays in China) be entitled to paid holidays for fifteen (15) working days per annum (from his duties as a Director) to be taken at such time or times convenient to the Company as the Board may agree.

#### **7. RESTRICTIONS ON SHARE DEALINGS BY THE DIRECTOR**

- 7.1 The Director shall comply with every relevant rule of law, regulation of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which him or his associates deal (including but not limited to complying with every regulation of the Company and the Memorandum and Articles of Association in force) in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to inside information and unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, and in relation to overseas dealings the Director shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place.

#### **8. TERMINATION**

- 8.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Director (save as to statutory entitlements) by summary notice in writing with immediate effect if the Director at any time:
- (a) ceases to be an Executive Director by virtue of, or becomes prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other

applicable jurisdiction;

- (b) becomes bankrupt, has a receiving order made against him or makes any arrangement or composition with his creditors generally;
- (c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to his property or affairs;
- (d) is absent, and any alternate director appointed by him is absent, from the place of his work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that his office be vacated;
- (e) notifies the Company of his wish to resign, in which event he shall vacate office on the receipt of that notice to the Company or such later time as is specified in such notice, unless the Articles of Association provides otherwise; or
- (f) is convicted of an indictable offence.

8.2 The Company shall also be entitled to terminate the Director's Appointment if:

- (a) notice of his removal from office in writing is served upon them in accordance with the Articles of Association;
- (b) the Company passes an ordinary resolution removing the Director from office pursuant to the Articles of Association; or
- (c) the Company passes an ordinary resolution removing the Director from office in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands.

8.3 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 8.1 or 8.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Director with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Directors' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other provisions of this agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with Clauses 8.1 or 8.2, other than such amounts as may comprise the Director's statutory entitlements under the applicable laws of Hong Kong or otherwise.

8.4 If the Director ceases to be a director of the Company otherwise than:

- (a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Director is re-elected at the annual general meeting at which they retire;
- (b) pursuant to Clause 2;
- (c) pursuant to Clauses 8.1 or 8.2; or
- (d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Director hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at

such time as may be required by the Board.

8.5 Upon the termination of the Appointment howsoever arising, the Director shall:

- (a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by him in any other company in the Group, and the Director hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as his lawful attorney and in his name and on his behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Director may have against any such company arising out of this Agreement or of the termination of the Appointment;
- (b) forthwith deliver to the Company all books, records (including those in machine readable or eye readable form), documents, papers, materials, correspondence, accounts, together with all copies thereof and other property of or relating to the Group or the Business which may then be in his possession or under his power or control;
- (c) not at any time thereafter represent himself as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;
- (d) automatically be removed from his positions in any committees of the Board (as applicable), with immediate effect; and
- (e) provide to the Stock Exchange, immediately upon resignation as a director of the Company, any information that the Stock Exchange may require pursuant to the Listing Rules.

8.6 Notwithstanding any provision in this Agreement, the provisions of Clauses 8.5 and 9 to 24 shall continue to apply notwithstanding the termination of this Agreement.

## **9. RESTRAINT ON ACTIVITIES OF THE DIRECTOR**

9.1 The Director hereby agrees that, during the term of the Appointment and for a period of one (1) year after the termination of the Appointment, he will not:

- (a) (save with the prior written approval of the Board and save with respect to the Director's current and future duties with affiliates of the Company) engage or be engaged in, whether directly or indirectly, any business which is in competition with or similar to the Business or take employment with any person, firm, company or organisation engaged in or operating, whether directly or indirectly, such business or assist any such person, firm, company or organisation with technical, commercial or professional advice in relation to such business, provided that this shall not prohibit (i) the holding (directly or through nominees) of investments listed on any stock exchange as long as not more than five per cent (5%) of the issued shares or stock of any class or debentures of the relevant company shall be so held or (ii) any holding of securities of any company within the Group;



- (b) either on his own account or for any person, solicit business from any person who, at any time during the term of the Appointment, has dealt with the Company or any other company in the Group or who, on the termination of the Appointment, is in the process of negotiating with the Company or any other company in the Group in relation to the Business;
- (c) directly or indirectly employ or solicit for employment any person who has during the term of the Appointment been a director, officer, manager, agent or servant of or consultant to any company in the Group and who by reason of such employment is or may be likely to be in possession of any Confidential Information; or
- (d) either on his own account or for any person, solicit or entice or endeavour to solicit or entice away from any company within the Group any director, officer, manager, agent or servant of any company in the Group whether or not such person would commit any breach of his contract of employment or services by reason of leaving the service of the relevant company in the Group.

9.2 Each of the paragraphs of Clause 9.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.

## **10. CONFIDENTIAL INFORMATION**

10.1 The Director hereby agrees that, during the term of the Appointment and for a period of one (1) year after the termination of the Appointment, he will not:

- (a) use, or cause or permit to be used, take away, conceal or destroy any Confidential Information for his own purpose or for another person's advantage or for any purpose other than that of the Group;
- (b) divulge or communicate, or cause or permit to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group on a need-to-know basis; or
- (c) through any failure to exercise all due care and diligence, cause or permit any unauthorised disclosure of any Confidential Information, including (without limitation):
  - (i) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
  - (ii) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to any information or knowledge which (otherwise than through the default of the Director) has become available to the public generally or is otherwise required by law or any applicable legislation to be disclosed.

10.2 Since the Director may obtain in the course of the Appointment, by reason of services rendered for or offices held in any other company in the Group, knowledge of the Confidential Information of such company, the Director hereby agrees that he will at the request and cost of the Company or such other company of the Group enter into an agreement or undertaking with such company whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such services and products and such area and for such period as such company may reasonably require for the protection of its legitimate interests.

- 10.3 All notes, memoranda, records and writings made by the Director in relation to the Business or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by him to the Company (or to such other company in the Group as the case may be) from time to time on demand and in any event upon him leaving the service of the Company, and the Director shall not retain any copy thereof.

## **11. RESTRICTIONS REASONABLE**

- 11.1 While the parties consider the restrictions contained in Clauses 9 and 10 to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

## **12. FORMER SERVICE AGREEMENTS**

- 12.1 This Agreement embodies all of the terms and provisions of and relating to the Appointment by the Company and substitutes and supersedes any previous service agreements, arrangements or undertakings entered into between any company in the Group and the Director in respect of such Appointment.
- 12.2 The Director hereby acknowledges that they have no claim of any kind whatsoever against any company in the Group and without prejudice to the generality of the foregoing, they further acknowledge that they have no claim for damages against any company in the Group for the termination of any previous service agreements, arrangements or undertakings for the sole purpose of entering into this Agreement.

## **13. RECONSTRUCTION**

- 13.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Director is requested to provide his services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to them in all respects than the provisions of this Agreement, the Director shall not have any claim against the Company or its successors-in-title in respect of such termination.

## **14. AMENDMENTS**

- 14.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the parties. The parties agree that such an instrument may only be signed if the Board has approved its execution by the parties.

## **15. SEVERABILITY**

- 15.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

## **16. WAIVER AND OTHER RIGHTS**

- 16.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.
- 16.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.
- 16.3 Unless otherwise provided in this Agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

## **17. INCORPORATION OF ARTICLES OF ASSOCIATION**

- 17.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

## **18. TIME**

- 18.1 Time shall be of the essence of this Agreement, both as regards the dates and periods specified in this Agreement and as to any date and period which may by written agreement between or on behalf of the parties be substituted for them.

## **19. NO ASSIGNMENT**

- 19.1 This Agreement shall not be capable of being assigned by either party to any person.

## **20. SUCCESSORS**

- 20.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall ensure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

## **21. NOTICE**

- 21.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent by post, airmail, fax or email to the relevant party at its address, fax number or email address set out below (or such other address, fax number or email address as the addressee has by two (2) business days' prior written notice specified to the other party):

To the Company

Address: Room 401-17, Building 6, 690 Bibo Road, Pudong New District, Shanghai 201203, China

Attention: Guo Feng

To the Director

Name: Weng Chengyi

Address: Flat 1701, No.8 Lane 1188, Xuying Road, Xujing Town, Qingpu District, Shanghai, China

Email: Alvin.Weng@genorbio.com

- 21.2 Any notice, demand or other communication so addressed to the relevant party shall be in English and shall be deemed to have been delivered (a) if given or made by post, two (2) business days after the date of dispatch; (b) if given or made by hand, when delivered at the addresses referred to above; and (c) if given or made by fax or email, when sent subject to receipt by the sender of uninterrupted transmission provided that any fax or email received after 5:00 p.m. shall be deemed received at 9:00 a.m. on the immediately following business day.

## **22. COUNTERPARTS**

- 22.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

## **23. RIGHTS OF THIRD PARTIES**

- 23.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the “**Third Party Rights Ordinance**”) shall not apply to this Agreement and, save for the Company, no person other than the parties to this agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

## **24. GOVERNING LAW AND JURISDICTION**

- 24.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 24.2 The parties to this Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

This Agreement has been duly executed the day and year first above written.

For and on behalf of )  
**GENOR BIOPHARAMA HOLDINGS** )  
**LIMITED** (嘉和生物药业（开曼）控股 )  
有限公司) )



\_\_\_\_\_  
Name:  
Title: Director

SIGNED by  
WENG Chengyi

)  
)



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WENG Chengyi

**GENOR BIOPHARMA HOLDINGS LIMITED**

**嘉和生物药业(开曼)控股有限公司**

*(incorporated in the Cayman Islands with limited liability)*

Registered office: PO Box 309, Ugland House, Grand Cayman, KYI-1104, Cayman Islands

**NON-EXECUTIVE DIRECTOR APPOINTMENT LETTER**

Date: 2 January 2024

To:  
**YU TIEMING**

Room 301, Unit 2, Building 19  
No. 138 Courtyard, Chengshousi Road  
Chaoyang District  
Beijing  
China

Dear Mr. Yu,

**Re: Genor Biopharma Holdings Limited (嘉和生物药业(开曼)控股有限公司)**  
**("the Company")**  
**Non-Executive Director**

We hereby confirm your appointment as a non-executive director of the Company (a "**Non-Executive Director**"), an authorised representative of the Company (an "**Authorised Representative**") pursuant to Rule 3.05 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and a member of the compensation committee ("**Compensation Committee**") of the board of directors of the Company (the "**Board**") (subject to removal or re-appointment by the Board from time to time in accordance with the articles of association of the Company as may be amended from time to time (the "**Articles of Association**")), on and subject to the terms and conditions specified herein (the "**Appointment**").

**1. APPOINTMENT AND TERM**

- 1.1 We hereby confirm your Appointment as a Non-Executive Director, an Authorised Representative and a member of the Compensation Committee for an initial period of three (3) years from 2 January 2024, subject to retirement as and when required under the Articles of Association and on and subject to the terms and conditions specified herein.
- 1.2 The Appointment shall, subject always to retirement and re-election as and when required under the Articles of Association and termination in accordance with the provisions of this letter, be automatically renewed for successive periods of three (3) years.
- 1.3 The Appointment is subject at all times to the memorandum of association of the Company as amended from time to time (the "**Memorandum**") and the Articles of

Association and any other applicable laws and regulations. The Memorandum and Articles of Association are incorporated by reference into this letter.

## **2. DIRECTOR'S DUTIES AND SERVICES**

2.1 You shall, in your office as a Non-Executive Director:

- (a) act honestly and in good faith in the interests of the Company as a whole;
- (b) act for proper purpose;
- (c) be answerable to the Company for the application or misapplication of its assets;
- (d) avoid actual and potential conflicts of interest and duty;
- (e) disclose fully and fairly your interests in contracts with the Company;
- (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office within the Company;
- (g) comply to the best of your ability with the Listing Rules, as amended from time to time and the Company's rules, regulations, policies and procedures from time to time in force;
- (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company's compliance with the Listing Rules;
- (i) comply with all of the requirements and undertakings set out in Form B of the Stock Exchange (*Declaration and Undertaking with regard to Directors*);
- (j) in the discharge of your duties and in the exercise of your powers as a non-executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to you by the Board to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board; and
- (k) in pursuance of your duties hereunder, perform such services for the Company and its subsidiaries (collectively, the “**Group**”) and (without further remuneration unless otherwise agreed) , subject to your mutual consent with the Company, accept such offices in the Group as the Board may from time to time reasonably require and without limiting the generality of this Clause (k), act as a director of the Company and of each of its subsidiaries.

2.2 To the extent permissible under relevant laws, regulations, rules and policies, you shall disclose the number and nature of offices held in public companies or organisations and other significant commitments, with the identity of the public companies or organisations and an indication of the time involved.

2.3 You shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or may cause you to be in conflict with the interests of the Group.



- 2.4 To the extent permissible under relevant laws, regulations, rules and policies, you shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that (i) may impact your status as a non-executive director of the Company, including by reference to the matters set out in Rule 3.13 of the Listing Rules, (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules, or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).

### 3. REIMBURSEMENT

- 3.1 During the term of the Appointment, the Company shall only reimburse you of all reasonable expenses properly and reasonably incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require. Unless otherwise provided in this letter or required by the applicable laws and regulations, you shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the term of the Appointment.

### 4. RESTRICTIONS ON SHARE DEALINGS

- 4.1 During the term of your Appointment, you shall comply with every applicable (i) rule of law, (ii) regulation under the Listing Rules and (iii) regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.
- 4.2 The Model Code for Securities Transactions by Directors of Listed Issuers (the “**Model Code**”), as contained in Appendix 10 of the Listing Rules, sets a standard by the Stock Exchange against which directors must measure their conduct regarding transactions in securities of their listed issuers. The Model Code adopted by the Company:
- (a) has the purpose to ensure that directors of the Company do not deal in securities of the Company or associated corporations when either they or the Company itself are in possession of inside information; and
  - (b) is designed to create a mechanism to avoid this in order to protect directors and the Company from liability.

Your attention is drawn to the rule in the Model Code that any breach of the required standard will be regarded as a breach of the Listing Rules. Accordingly, you are requested to seek to secure that all dealings in the Company's securities, in which you are or are deemed to be interested, be conducted in accordance with the Model Code. If at any time you have any questions or concern about proposed transactions in the Company's securities and the application of the Model Code, please contact the Company Secretary (as named in the Prospectus).

### 5. TERMINATION

- 5.1 For so long as this letter is in effect, either of you or the Company may terminate this letter at any time by giving to the other party no less than three (3) months prior notice in writing.

- 5.2 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this letter and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if at any time you:
- (a) cease to be a director by virtue of, or become prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;
  - (b) become bankrupt, have a receiving order made against you, or make any arrangement or composition with your creditors generally;
  - (c) are, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for your detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to your property or affairs;
  - (d) notify the Company of your wish to resign, in which event you shall vacate office on the receipt of that notice by the Company or such later time as is specified in such notice, unless the Articles of Association provides otherwise; or
  - (e) are convicted of an indictable offence.
- 5.3 The Company shall also be entitled to terminate your Appointment if:
- (a) notice of your removal from office in writing is served upon you in accordance with the Articles of Association; or
  - (b) the Company passes an ordinary resolution removing you from office pursuant to the Articles of Association or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands.
- 5.4 On the termination of your appointment as a non-executive director hereunder becoming effective, you shall automatically retire from all of your positions on the Board and the committees of the Board (as applicable) with immediate effect, and, at the request of the Company, resign from office as a director of any other members of the Group with immediate effect. Further, you shall provide to the Stock Exchange, immediately upon such resignation, any information that the Stock Exchange may require pursuant to the Listing Rules.
- 5.5 Termination of your Appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of Clause 6.
- 6. CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS**
- 6.1 You confirm that you owe a fiduciary duty and a duty of care and other duties at common law to the Company and that you shall not at any time during the term of your Appointment, without prior notice to the Company, engage in any activities in

competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.

- 6.2 You undertake to the Company that you will not either during the continuance of your Appointment or within one (1) year from the date of expiry or sooner determination thereof divulge or communicate to any person whomsoever or to any body corporate or unincorporate, use or employ for any purposes other than those of the Group, and shall use your commercially reasonable efforts to prevent the unauthorised publication or disclosure or use of, any trade secret or any confidential information concerning the business or finances of any member of the Group (including, without limitation, all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are in your possession, confidential or not generally known) or any of its dealings, transactions or affairs which may come to your knowledge during or in the course of your Appointment.
- 6.3 Forthwith upon the termination of your Appointment, and at any other time if the Company shall so request, you shall deliver to the Company all books, records (including those in machine readable or eye readable form), documents, papers, materials, correspondence and accounts made or compiled by or delivered to you and in your possession during your Appointment and concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that the property in all such documents and information as aforesaid shall at all times be vested in the relevant member of the Group.
- 6.4 You shall not at any time during the term of your Appointment, in any country or place where any member of the Group has carried on business, be interested, as shareholder in any types of business carried on by any member of the Group during the continuance of your Appointment, in competition with any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognised stock exchange).
- 6.5 You shall not at any time during the term of your Appointment, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporate who now is, or at any time during the term of the Appointment or as at the date of the termination of the Appointment was, a customer or supplier of any member of the Group and with whom you had personal contact or dealings during your Appointment.
- 6.6 While the parties consider the restrictions contained in this Clause 6 to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly hereby agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 6.7 Each undertaking contained in this Clause 6 shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public

interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind you.

- 6.8 You shall avoid making any statements making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary (as named in the Prospectus).

## 7. OTHER RIGHTS

- 7.1 This letter relates solely to your service as a director of the Company and is not intended to create an employment relationship between the Company and yourself. As such, and unless otherwise provided in this letter or any contract of employment between the Company and yourself or as required by applicable laws, no provision of this letter shall give rise to any eligibility on your part to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

## 8. NOTICES

- 8.1 Each notice, demand or other communication given or made under this letter shall be in writing and delivered by post, airmail, fax or email to the relevant party at its address, fax number or email address as set out below (or such other address, fax number or email address as the addressee has by two (2) business days (being any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong, “**Business Day**”) prior written notice specified to the other party):

*To the Company:*

Address : Room 401-17, Building 6, 690 Bibo Road, Pudong New District, Shanghai 201203, China  
 Fax : +86 21 6075 1991  
 Email : Alvin.Wen@genorbio.com  
 Attention : Alvin Weng

*To you:*

Address : Room 301, Unit 2, Building 19, No. 138 Courtyard, Chengshousi Road, Chaoyang District, Beijing, China  
 Fax : 8610-59520882  
 Email : [tmyu@hillhouseinvestment.com](mailto:tmyu@hillhouseinvestment.com)  
 Attention : Yu Tieming

- 8.2 Any notice, demand or other communication so addressed to the relevant party shall be in English, or if in another language, accompanied by an English translation thereof, and shall be deemed to have been delivered (a) if given or made by post, two (2) Business Days after the date of dispatch; (b) if given or made by hand, when delivered at the addresses referred to above; and (c) if given or made by fax or email, when dispatched subject to receipt by the sender of uninterrupted transmission provided that any fax or email received after 5:00 p.m. shall be deemed received at 9:00 a.m. on the immediately following Business Day.

## 9. COUNTERPARTS

- 9.1 This letter may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**10. GOVERNING LAW AND JURISDICTION**

- 10.1 This letter shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm acceptance of your Appointment as stated herein by signing and returning to us a copy of this letter.

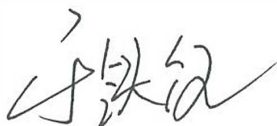
Yours faithfully,

For and on behalf of  
**Genor Biopharma Holdings Limited**

A handwritten signature in black ink, consisting of a series of loops and a final upward stroke, positioned above a horizontal line.

Name: GUO Feng  
Title: Director

I confirm my acceptance of my appointment as a non-executive director of Genor Biopharma Holdings Limited, an authorised representative of Genor Biopharma Holdings Limited and a member of the compensation committee of the Board of Genor Biopharma Holdings Limited, subject to the terms and on the conditions set out in this letter.



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Name: Tieming Yu

Date: 2 January 2024

**GENOR BIOPHARMA HOLDINGS LIMITED**

嘉和生物药业(开曼)控股有限公司

*(incorporated in the Cayman Islands with limited liability)*

Registered office: PO Box 309, Ugland House, Grand Cayman, KYI-1104, Cayman Islands

**NON-EXECUTIVE DIRECTOR APPOINTMENT LETTER**

Date: July 29 2022

To:  
**LIU Yi**

NO. 19, Lane 99, South Qianyang Road,  
Putuo District, Shanghai

Dear Mr. Liu Yi,

**Re: Genor Biopharma Holdings Limited (嘉和生物药业(开曼)控股有限公司)**  
**("the Company")**  
**Non-Executive Director**

We hereby confirm your appointment as a non-executive director of the Company and a member of the audit committee of the board of directors of the Company (the "**Board**") (subject to removal or re-appointment by the Board from time to time in accordance with the articles of association of the Company as may be amended from time to time (the "**Articles of Association**")), on and subject to the terms and conditions specified herein (the "**Appointment**").

**1. APPOINTMENT AND TERM**

We hereby confirm your Appointment as a non-executive director and a member of the audit committee of the Board for an initial period of three (3) years from 2022, subject to retirement as and when required under the Articles of Association and on and subject to the terms and conditions specified herein.

1.1 The Appointment shall, subject always to retirement and re-election as and when required under the Articles of Association and termination in accordance with the provisions of this letter, be automatically renewed for successive periods of three (3) years.

1.2 The Appointment is subject at all times to the memorandum of association of the Company as amended from time to time (the "**Memorandum**") and the Articles of Association and any other applicable laws and regulations. The Memorandum and Articles of Association are incorporated by reference into this letter.

**2. DIRECTOR'S DUTIES AND SERVICES**

2.1 You shall, in your office as a non-executive director of the Company:



- (a) act honestly and in good faith in the interests of the Company as a whole;
  - (b) act for proper purpose;
  - (c) be answerable to the Company for the application or misapplication of its assets;
  - (d) avoid actual and potential conflicts of interest and duty;
  - (e) disclose fully and fairly your interests in contracts with the Company;
  - (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office within the Company;
  - (g) comply to the best of your ability with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time (the “**Listing Rules**”) and the Company's rules, regulations, policies and procedures from time to time in force;
  - (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company's compliance with the Listing Rules;
  - (i) comply with all of the requirements and undertakings set out in Form B of the Stock Exchange (*Declaration and Undertaking with regard to Directors*);
  - (j) in the discharge of your duties and in the exercise of your powers as a non-executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to you by the Board to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board; and
  - (k) in pursuance of your duties hereunder, perform such services for the Company and its subsidiaries (collectively, the “**Group**”) and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require and without limiting the generality of this Clause (k), act as a director of the Company and of each of its subsidiaries.
- 2.2 You shall disclose the number and nature of offices held in public companies or organisations and other significant commitments, with the identity of the public companies or organisations and an indication of the time involved.
- 2.3 You shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or may cause you to be in conflict with the interests of the Group.
- 2.4 You shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that (i) may impact your status as a non-executive director of the Company, including by reference to the matters set out in Rule 3.13 of the Listing Rules, (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules, or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).

### 3. REIMBURSEMENT

- 3.1 During the term of the Appointment, the Company shall only reimburse you of all reasonable expenses properly and reasonably incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require. Unless otherwise provided in this letter or required by the applicable laws and regulations, you shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the term of the Appointment.

### 4. RESTRICTIONS ON SHARE DEALINGS

- 4.1 During the term of your Appointment, you shall comply with every applicable (i) rule of law, (ii) regulation under the Listing Rules and (iii) regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.
- 4.2 The Model Code for Securities Transactions by Directors of Listed Issuers (the “**Model Code**”), as contained in Appendix 10 of the Listing Rules, sets a standard by the Stock Exchange against which directors must measure their conduct regarding transactions in securities of their listed issuers. The Model Code adopted by the Company:
- (a) has the purpose to ensure that directors of the Company do not deal in securities of the Company or associated corporations when either they or the Company itself are in possession of inside information; and
  - (b) is designed to create a mechanism to avoid this in order to protect directors and the Company from liability.

Your attention is drawn to the rule in the Model Code that any breach of the required standard will be regarded as a breach of the Listing Rules. Accordingly, you are requested to seek to secure that all dealings in the Company's securities, in which you are or are deemed to be interested, be conducted in accordance with the Model Code. If at any time you have any questions or concern about proposed transactions in the Company's securities and the application of the Model Code, please contact the Company Secretary (as named in the Prospectus).

### 5. TERMINATION

- 5.1 For so long as this letter is in effect, either of you or the Company may terminate this letter at any time by giving to the other party no less than three (3) months prior notice in writing.
- 5.2 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this letter and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if at any time you:

- (a) cease to be a director by virtue of, or become prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;
- (b) become bankrupt, have a receiving order made against you, or make any arrangement or composition with your creditors generally;
- (c) are, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for your detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to your property or affairs;
- (d) notify the Company of your wish to resign, in which event you shall vacate office on the receipt of that notice by the Company or such later time as is specified in such notice, unless the Articles of Association provides otherwise; or
- (e) are convicted of an indictable offence.

5.3 The Company shall also be entitled to terminate your Appointment if:

- (a) notice of your removal from office in writing is served upon you in accordance with the Articles of Association; or
- (b) the Company passes an ordinary resolution removing you from office pursuant to the Articles of Association or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands.

5.4 The Appointment shall automatically terminate if the shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this letter unless the Company and yourself mutually agree to an extension.

5.5 On the termination of your appointment as a non-executive director hereunder becoming effective, you shall automatically retire from all of your positions on the Board and the committees of the Board (as applicable) with immediate effect, and, at the request of the Company, resign from office as a director of any other members of the Group with immediate effect. Further, you shall provide to the Stock Exchange, immediately upon such resignation, any information that the Stock Exchange may require pursuant to the Listing Rules.

5.6 Termination of your Appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of Clause 6.

## **6. CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS**

6.1 You confirm that you owe a fiduciary duty and a duty of care and other duties at common law to the Company and that you shall not at any time during the term of your Appointment engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.

6.2 You undertake to the Company that you will not either during the continuance of your Appointment or at any time thereafter divulge or communicate to any person

whomsoever or to any body corporate or unincorporate, use or employ for your own purposes or for any purposes other than those of the Group, and shall prevent the unauthorised publication or disclosure or use of, any trade secret or any confidential information concerning the business or finances of any member of the Group (including, without limitation, all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known) or any of its dealings, transactions or affairs which may come to your knowledge during or in the course of your Appointment.

- 6.3 Forthwith upon the termination of your Appointment, and at any other time if the Company shall so request, you shall deliver to the Company all books, records (including those in machine readable or eye readable form), documents, papers, materials, correspondence and accounts made or compiled by or delivered to you during your Appointment and concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that the property in all such documents and information as aforesaid shall at all times be vested in the relevant member of the Group.
- 6.4 You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, in any country or place where any member of the Group has carried on business, carry on or be concerned or interested, directly or indirectly, whether as shareholder, employee, director, consultant, adviser, partner or agent and whether alone or jointly with others, in any types of business carried on by any member of the Group during the continuance of your Appointment, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognised stock exchange).
- 6.5 You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporate who now is, or at any time during the term of the Appointment or as at the date of the termination of the Appointment was or may have become, a customer or supplier or prospective customer or supplier of any member of the Group and with whom you had personal contact or dealings during your Appointment.
- 6.6 You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who now is, or at any time during the term of the Appointment or as at the date of the termination of the Appointment was or may have become, an employee or consultant of any member of the Group and with whom you had contact during your Appointment.
- 6.7 While the parties consider the restrictions contained in this Clause 6 to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly hereby agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the

wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

- 6.8 Each undertaking contained in this Clause 6 shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind you.
- 6.9 You shall avoid making any statements making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary (as named in the Prospectus).

## 7. OTHER RIGHTS

- 7.1 This letter relates solely to your service as a director of the Company and is not intended to create an employment relationship between the Company and yourself. As such, and unless otherwise provided in this letter or any contract of employment between the Company and yourself or as required by applicable laws, no provision of this letter shall give rise to any eligibility on your part to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

## 8. NOTICES

- 8.1 Each notice, demand or other communication given or made under this letter shall be in writing and delivered by post, airmail, fax or email to the relevant party at its address, fax number or email address as set out below (or such other address, fax number or email address as the addressee has by two (2) business days (being any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong, “**Business Day**”) prior written notice specified to the other party):

### *To the Company:*

Address	:	Building 3, 1690 Zhangheng Road, Pudong New District, Shanghai 201203, China
Fax	:	+86 21 6075 1991
Email	:	Alvin.Wen@genorbio.com
Attention	:	Alvin Weng

### *To you:*

Address	:	NO. 19, Lane 99, South Qianyang Road, Putuo District, Shanghai
Fax	:	+86 21 5019 8837
Email	:	yi.liu@tfcapital.net
Attention	:	LIU Yi

- 8.2 Any notice, demand or other communication so addressed to the relevant party shall be in English, or if in another language, accompanied by an English translation thereof, and shall be deemed to have been delivered (a) if given or made by post, two (2) Business Days after the date of dispatch; (b) if given or made by hand, when delivered

at the addresses referred to above; and (c) if given or made by fax or email, when dispatched subject to receipt by the sender of uninterrupted transmission provided that any fax or email received after 5:00 p.m. shall be deemed received at 9:00 a.m. on the immediately following Business Day.

**9. COUNTERPARTS**

- 9.1 This letter may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.


**10. GOVERNING LAW AND JURISDICTION**

- 10.1 This letter shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

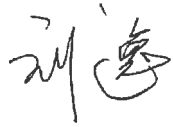
Please kindly confirm acceptance of your Appointment as stated herein by signing and returning to us a copy of this letter.

Yours faithfully,

For and on behalf of  
**Genor Biopharma Holdings Limited**

  
Name: GUO Feng  
Title: Director

I confirm my acceptance of my appointment as a non-executive director and a member of the audit committee of the Board of Genor Biopharma Holdings Limited, subject to the terms and on the conditions set out in this letter.



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Name: LIU Yi

Date: July 29 2022



## INDEPENDENT NON-EXECUTIVE DIRECTOR APPOINTMENT LETTER

**JHBP (CY) Holdings Limited**  
**嘉和生物药业（开曼）控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

Registered office: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

Date: 17 September 2020

To:

FUNG Edwin  
C2209 Yosemite Villa  
Houshayu Area  
Shunyi District  
Beijing, PRC

Dear FUNG Edwin,

**Re: JHBP (CY) Holdings Limited (嘉和生物药业（开曼）控股有限公司) (“the Company”)**  
**Independent Non-Executive Director**

We hereby confirm your appointment as an independent non-executive director of the Company, and the chairman of the audit committee, a member of the compensation committee and a member of the nomination committee of the board of directors of the Company (the “**Board**”) on and subject to the terms and conditions specified herein (the “**Appointment**”) for an initial period of three (3) years from the date of the prospectus of the Company (the “**Prospectus**”) to be issued in connection with the global offering and listing of shares of the Company on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and conditional upon the listing of the shares of the Company on the Stock Exchange, or an initial period from the date of the Prospectus until the third annual general meeting of the Company since the date of listing (whichever ends sooner) (subject to retirement as and when required under the articles of association of the Company as may be amended from time to time (the “**Articles of Association**”)), on and subject to the terms and conditions specified herein.

Your Appointment is subject at all times to the memorandum of association of the Company as may be amended from time to time (the “**Memorandum**”), the Articles of Association and any other applicable laws and regulations.

You shall ensure that you are fully aware of and are able to comply with your legal obligations as an independent non-executive director of the Company, including all your obligations under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and other relevant regulations and requirements. Independent non-executive directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner. You will be or have been provided with a comprehensive formal induction to ensure your understanding of the Company’s business and awareness of your responsibilities. You are also asked to participate, at the Company’s expense, in a programme of continuous professional development.

You shall comply with all of the requirements and undertakings set out in Form B of the Stock Exchange (*Declaration and Undertaking with regard to Directors*).

The Company normally holds four regular Board Meetings each year and board committees at least once a year (audit committee, twice a year). Directors are encouraged to attend the annual general meetings of the Company. There will also be a need for appropriate preparation time ahead of Board and committee meetings. The Company asks that you are able to give sufficient time and attention to meet the expectations of your role.

You are asked to disclose the number and nature of offices held in public companies or organisations and other significant commitments, with the identity of the public companies or organisations and an indication of the time involved.

It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. You shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that (i) may impact your status as an independent non-executive director of the Company, including by reference to the matters set out in Rule 3.13 of the Listing Rules, (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules, or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).

You are asked to note that you should disclose your interest, or the interest of your connected entities, if any, in a transaction, arrangement or contract, or a proposed transaction, arrangement or contract that the Company is considering by declaring the nature and extent of your interest upon receipt of the proposed agenda for a meeting of the Board.

Your remuneration shall be payable in such manner and at such time as we may from time to time mutually agree. As an independent non-executive director, you are eligible for options and/or awards under the rules of any share option scheme or share award scheme to be adopted by the Company, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly and reasonably incurred by you in connection with the performance of your duties to the Company, subject to expenses being evidenced in such manner as the Board may require.

For so long as this letter is in effect, either of you or the Company may terminate this letter at any time by giving to the other party no less than three (3) months prior notice in writing.

The Company shall be entitled (but is not obliged) to terminate your Appointment with immediate effect without compensation to you by summary notice in writing if at any time you:-

- (a) cease to be a director of the Company by virtue of, or become prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;
- (b) become bankrupt, have a receiving order made against you, or make any arrangement or composition with your creditors generally;
- (c) are, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for your detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to your property or affairs;

- (d) notify the Company of your wish to resign, in which event you shall vacate office on the delivery of that notice to the Company or such later time as is specified in such notice; or
- (e) are convicted of an indictable offence.

The Company shall also be entitled to terminate your Appointment if:

- (a) notice of your removal from office in writing is served upon you signed by all the directors of the Company other than yourself;
- (b) the Company passes an ordinary resolution removing you from office pursuant to the Articles of Association; or
- (c) the Company passes an ordinary resolution removing you from office in accordance with any provision of the laws of Hong Kong or the laws of the Cayman Islands.

This letter shall automatically terminate if the shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this letter.

On the termination of your appointment as an independent non-executive director hereunder (howsoever arising) becoming effective, you shall automatically retire from all of your positions on the Board and the committees of the Board (as applicable) with immediate effect. Further, you shall provide to the Stock Exchange, immediately upon such resignation, any information that the Stock Exchange may require pursuant to the Listing Rules.

The Model Code for Securities Transactions by Directors of Listed Issuers (the “Model Code”), as contained in Appendix 10 of the Listing Rules, sets a standard by the Stock Exchange against which directors must measure their conduct regarding transactions in securities of their listed issuers. The Model Code adopted by the Company:

- (a) has the purpose to ensure that directors of the Company do not deal in securities of the Company or associated corporations when either they or the Company itself are in possession of inside information; and
- (b) is designed to create a mechanism to avoid this in order to protect directors and the Company from liability.

Your attention is drawn to the rule in the Model Code that any breach of the required standard will be regarded as a breach of the Listing Rules. Accordingly, you are requested to seek to secure that all dealings in the Company’s securities, in which you are or are deemed to be interested, be conducted in accordance with the Model Code. If at any time you have any questions or concern about proposed transactions in the Company’s securities and the application of the Model Code, please contact the Company Secretary (as named in the Prospectus).

The Company has directors and officers liability insurance and intends to maintain such cover for the full term of your appointment. A copy of the policy document is available on request.

Please be aware and note that all information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior written clearance from the Chairman. Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of inside information. Consequently, you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

This letter relates solely to your service as an independent non-executive director on the Board and is not intended to create an employment relationship between the Company and yourself. As such, and unless otherwise provided in this letter or any contract of employment between the Company and you or as required by applicable laws, no provision of this letter shall give rise to any eligibility on your part to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

Please kindly confirm acceptance of your Appointment as stated herein by signing and returning to us a copy of this letter.

If at any time you have any comments or questions relating to your position as an independent non-executive director you are welcome to contact the undersigned or the Company Secretary.

On behalf of the Company and the Board, we look forward to your joining the Board and to your valued participation in the successful direction of the Company's activities.

*[Signature pages follow]*

Yours faithfully,

For and on behalf of  
**JHBP (CY) Holdings Limited**

A handwritten signature in black ink, consisting of a large, stylized 'G' followed by several loops and a final flourish.

---

GUO Feng  
Director

I confirm my acceptance of my appointment as an independent non-executive director, chairman of the audit committee, a member of the compensation committee and a member of the nomination committee subject to the terms and on the conditions set out in this letter.



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FUNG Edwin

## INDEPENDENT NON-EXECUTIVE DIRECTOR APPOINTMENT LETTER

### JHBP (CY) Holdings Limited

嘉和生物药业（开曼）控股有限公司

*(Incorporated in the Cayman Islands with limited liability)*

Registered office: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

Date: 17 September 2020

To:

CHEN Wen

No. 999 Zhongshan West Road,  
Shanghai, PRC

Dear CHEN Wen,

**Re: JHBP (CY) Holdings Limited (嘉和生物药业（开曼）控股有限公司) (“the Company”)  
Independent Non-Executive Director**

We hereby confirm your appointment as an independent non-executive director of the Company and the chairman of the compensation committee and a member of the nomination committee of the board of directors of the Company (the “**Board**”) on and subject to the terms and conditions specified herein (the “**Appointment**”) for an initial period of three (3) years from the date of the prospectus of the Company (the “**Prospectus**”) to be issued in connection with the global offering and listing of shares of the Company on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and conditional upon the listing of the shares of the Company on the Stock Exchange, or an initial period from the date of the Prospectus until the third annual general meeting of the Company since the date of listing (whichever ends sooner) (subject to retirement as and when required under the articles of association of the Company as may be amended from time to time (the “**Articles of Association**”)), on and subject to the terms and conditions specified herein.

Your Appointment is subject at all times to the memorandum of association of the Company as may be amended from time to time (the “**Memorandum**”), the Articles of Association and any other applicable laws and regulations.

You shall ensure that you are fully aware of and are able to comply with your legal obligations as an independent non-executive director of the Company, including all your obligations under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and other relevant regulations and requirements. Independent non-executive directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner. You will be or have been provided with a comprehensive formal induction to ensure your understanding of the Company’s business and awareness of your responsibilities. You are also asked to participate, at the Company’s expense, in a programme of continuous professional development.

You shall comply with all of the requirements and undertakings set out in Form B of the Stock Exchange (*Declaration and Undertaking with regard to Directors*).



The Company normally holds four regular Board Meetings each year and board committees at least once a year (audit committee, twice a year). Directors are encouraged to attend the annual general meetings of the Company. There will also be a need for appropriate preparation time ahead of Board and committee meetings. The Company asks that you are able to give sufficient time and attention to meet the expectations of your role.

You are asked to disclose the number and nature of offices held in public companies or organisations and other significant commitments, with the identity of the public companies or organisations and an indication of the time involved.

It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. You shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that (i) may impact your status as an independent non-executive director of the Company, including by reference to the matters set out in Rule 3.13 of the Listing Rules, (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules, or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).

You are asked to note that you should disclose your interest, or the interest of your connected entities, if any, in a transaction, arrangement or contract, or a proposed transaction, arrangement or contract that the Company is considering by declaring the nature and extent of your interest upon receipt of the proposed agenda for a meeting of the Board.

Your remuneration shall be payable in such manner and at such time as we may from time to time mutually agree. As an independent non-executive director, you are eligible for options and/or awards under the rules of any share option scheme or share award scheme to be adopted by the Company, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly and reasonably incurred by you in connection with the performance of your duties to the Company, subject to expenses being evidenced in such manner as the Board may require.

For so long as this letter is in effect, either of you or the Company may terminate this letter at any time by giving to the other party no less than three (3) months prior notice in writing.

The Company shall be entitled (but is not obliged) to terminate your Appointment with immediate effect without compensation to you by summary notice in writing if at any time you:-

- (a) cease to be a director of the Company by virtue of, or become prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;
- (b) become bankrupt, have a receiving order made against you, or make any arrangement or composition with your creditors generally;
- (c) are, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for your detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to your property or affairs;



- (d) notify the Company of your wish to resign, in which event you shall vacate office on the delivery of that notice to the Company or such later time as is specified in such notice; or
- (e) are convicted of an indictable offence.

The Company shall also be entitled to terminate your Appointment if:

- (a) notice of your removal from office in writing is served upon you signed by all the directors of the Company other than yourself;
- (b) the Company passes an ordinary resolution removing you from office pursuant to the Articles of Association; or
- (c) the Company passes an ordinary resolution removing you from office in accordance with any provision of the laws of Hong Kong or the laws of the Cayman Islands.

This letter shall automatically terminate if the shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this letter.

On the termination of your appointment as an independent non-executive director hereunder (howsoever arising) becoming effective, you shall automatically retire from all of your positions on the Board and the committees of the Board (as applicable) with immediate effect. Further, you shall provide to the Stock Exchange, immediately upon such resignation, any information that the Stock Exchange may require pursuant to the Listing Rules.

The Model Code for Securities Transactions by Directors of Listed Issuers (the “Model Code”), as contained in Appendix 10 of the Listing Rules, sets a standard by the Stock Exchange against which directors must measure their conduct regarding transactions in securities of their listed issuers. The Model Code adopted by the Company:

- (a) has the purpose to ensure that directors of the Company do not deal in securities of the Company or associated corporations when either they or the Company itself are in possession of inside information; and
- (b) is designed to create a mechanism to avoid this in order to protect directors and the Company from liability.

Your attention is drawn to the rule in the Model Code that any breach of the required standard will be regarded as a breach of the Listing Rules. Accordingly, you are requested to seek to secure that all dealings in the Company’s securities, in which you are or are deemed to be interested, be conducted in accordance with the Model Code. If at any time you have any questions or concern about proposed transactions in the Company’s securities and the application of the Model Code, please contact the Company Secretary (as named in the Prospectus).

The Company has directors and officers liability insurance and intends to maintain such cover for the full term of your appointment. A copy of the policy document is available on request.

Please be aware and note that all information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior written clearance from the Chairman. Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of inside information. Consequently, you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

This letter relates solely to your service as an independent non-executive director on the Board and is not intended to create an employment relationship between the Company and yourself. As such, and unless otherwise provided in this letter or any contract of employment between the Company and you or as required by applicable laws, no provision of this letter shall give rise to any eligibility on your part to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

Please kindly confirm acceptance of your Appointment as stated herein by signing and returning to us a copy of this letter.

If at any time you have any comments or questions relating to your position as an independent non-executive director you are welcome to contact the undersigned or the Company Secretary.

On behalf of the Company and the Board, we look forward to your joining the Board and to your valued participation in the successful direction of the Company's activities.

*[Signature pages follow]*

Yours faithfully,

For and on behalf of  
**JHBP (CY) Holdings Limited**

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by several loops and a final downward stroke.

---

GUO Feng  
Director

I confirm my acceptance of my appointment as an independent non-executive director, chairman of the compensation committee and a member of the nomination committee subject to the terms and on the conditions set out in this letter.

  
CHEN Wen

**GENOR BIOPHARMA HOLDINGS LIMITED**

嘉和生物药业(开曼)控股有限公司

*(incorporated in the Cayman Islands with limited liability)*

Registered office: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

**INDEPENDENT NON-EXECUTIVE DIRECTOR APPOINTMENT LETTER**

Date: 29 September 2024

To:

**CUI Bai**

上海长宁区中山西路 609 弄 1402 室

Dear Ms. CUI Bai,

**Re: Genor Biopharma Holdings Limited (嘉和生物药业(开曼)控股有限公司)**  
**("the Company")**  
**Independent Non-Executive Director**

We hereby confirm your appointment as an independent non-executive director of the Company and a member of the audit committee of the board of directors of the Company (the "**Board**") (the "**Appointment**") for an initial period of three (3) years from [\*] September 2024, subject to retirement and re-election as and when required under the articles of association of the Company as may be amended from time to time (the "**Articles of Association**"), on and subject to the terms and conditions specified herein.

The Appointment shall, subject always to retirement and re-election as and when required under the Articles of Association and termination in accordance with the provisions of this letter, be automatically renewed for successive periods of three (3) years.

The Appointment is subject always to the memorandum of association of the Company as may be amended from time to time (the "**Memorandum**"), the Articles of Association and any other applicable laws and regulations.

You shall ensure that you are fully aware of and are able to comply with your legal obligations as an independent non-executive director of the Company, including all your obligations under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and other relevant regulations and requirements. Independent non-executive directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner. You have been provided with a comprehensive formal induction to ensure your understanding of the Company's business and awareness of your responsibilities. You are also asked to participate, at the Company's expense, in a programme of continuous professional development.

You shall comply with all of the requirements set out in Rules 3.09B and 3.09C of the Listing Rules.

The Company normally holds four regular Board meetings each year and Board committee meetings at least once a year (audit committee, twice a year). Directors are encouraged to attend the annual general meetings of the Company. There will also be a need for appropriate preparation time ahead of Board and committee meetings. The Company asks that you are able to give sufficient time and attention to meet the expectations of your role.

You are asked to disclose the number and nature of offices held in public companies or organisations and other significant commitments, with the identity of the public companies or organisations and an indication of the time involved.

It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. You shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that (i) may impact your status as an independent non-executive director of the Company, including by reference to the matters set out in Rule 3.13 of the Listing Rules, (ii) falls within the list of matters specified within Rule 13.51 (2) of the Listing Rules, or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).

You are asked to note that you should disclose your interest, or the interest of your connected entities, if any, in a transaction, arrangement or contract, or a proposed transaction, arrangement or contract that the Company is considering by declaring the nature and extent of your interest upon receipt of the proposed agenda for a meeting of the Board.

You shall be entitled to a monthly remuneration of RMB35,000 payable in such manner as we may from time to time mutually agree. As an independent non-executive director, you are eligible for options and/or awards under the rules of any share option scheme or share award scheme to be adopted by the Company, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules.

The Company shall reimburse you for all reasonable expenses properly and reasonably incurred by you in connection with the performance of your duties to the Company, subject to expenses being evidenced in such manner as the Board may require.

For so long as this letter is in effect, either of you or the Company may terminate this letter at any time by giving to the other party no less than three (3) months prior notice in writing, including, but not in any way limited to if:

- (a) notice of your removal from office in writing is served upon you signed by all the directors of the Company other than yourself;
- (b) the Company passes an ordinary resolution removing you from office pursuant to the Articles of Association; and
- (c) the Company passes an ordinary resolution removing you from office in accordance with any provision of the laws of Hong Kong or the laws of the Cayman Islands.

The Company shall be entitled (but is not obliged) to terminate your Appointment with immediate effect without compensation to you by summary notice in writing if at any time you:-

- (a) cease to be a director of the Company by virtue of, or become prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;
- (b) become bankrupt, have a receiving order made against you, or make any arrangement or composition with your creditors generally;
- (c) are, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for your detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to your property or affairs;
- (d) notify the Company of your wish to resign, in which event you shall vacate office on the delivery of that notice to the Company or such later time as is specified in such notice; or
- (e) are convicted of an indictable offence.

Your Appointment will automatically terminate without compensation if you are not re-elected at the annual general meeting of the Company upon your retirement by rotation in accordance with the Articles of Association.

On the termination of your Appointment as an independent non-executive director hereunder (howsoever arising) becoming effective, you shall automatically retire from all of your positions on the Board and the committee(s) of the Board (as applicable) with immediate effect. Further, you shall provide to the Stock Exchange, immediately upon such resignation, any information that the Stock Exchange may require pursuant to the Listing Rules.

The Model Code for Securities Transactions by Directors of Listed Issuers (the “**Model Code**”), as contained in Appendix C3 of the Listing Rules, sets a standard by the Stock Exchange against which directors must measure their conduct regarding transactions in securities of their listed issuers. The Model Code adopted by the Company:

- (a) has the purpose to ensure that directors of the Company do not deal in securities of the Company or associated corporations when either they or the Company itself are in possession of inside information; and
- (b) is designed to create a mechanism to avoid this in order to protect directors and the Company from liability.

Your attention is drawn to the rule in the Model Code that any breach of the required standard will be regarded as a breach of the Listing Rules. Accordingly, you are requested to seek to secure that all dealings in the Company’s securities, in which you are or are deemed to be interested, be conducted in accordance with the Model Code. If at any time you have any questions or concern about proposed transactions in the Company’s securities and the application of the Model Code, please contact the company secretary of the Company (the “**Company Secretary**”).

The Company has directors and officers liability insurance and intends to maintain such cover for the full term of your Appointment. A copy of the policy document is available on request.

Please be aware and note that all information acquired during your Appointment is confidential to the Company and should not be released, either during your Appointment or following termination (by whatever means), to third parties without prior written clearance from the Company. Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of inside information. Consequently, you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Company.

This letter relates solely to your service as an independent non-executive director on the Board and is not intended to create an employment relationship between the Company and yourself. As such, and unless otherwise provided in this letter or any contract of employment between the Company and you or as required by applicable laws, no provision of this letter shall give rise to any eligibility on your part to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

Please kindly confirm acceptance of your Appointment as stated herein by signing and returning to us a copy of this letter.

If at any time you have any comments or questions relating to your position as an independent non-executive director you are welcome to contact the undersigned or the Company Secretary.

*[signature pages to follow]*



Yours faithfully,

For and on behalf of  
**Genor Biopharma Holdings Limited**

A handwritten signature in black ink, appearing to be 'WENG Chengyi' in Chinese characters, written above a horizontal line.

Name: WENG Chengyi

Title: Director

I confirm my acceptance of my appointment as an independent non-executive director and a member of the audit committee of the board of directors of Genor Biopharma Holdings Limited, subject to the terms and on the conditions set out in this letter.

A handwritten signature in black ink, appearing to be 'Cui Bai' in Chinese characters, positioned above a horizontal line.

Name: CUI Bai

Date: 29 September 2024

CONFIDENTIAL

**Genor Biopharma Holdings Limited**

and

**Ni Xin (倪昕)**

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**EXECUTIVE DIRECTOR SERVICE AGREEMENT**

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CONFIDENTIAL

**THIS AGREEMENT** is made the 4th day of December 2025.

**BETWEEN**

- (1) Genor Biopharma Holdings Limited, a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, the name of which is proposed to be changed to Edding Genor Group Holdings Limited (the “**Company**”); and
- (2) Ni Xin (倪昕) of Flat D, 8/F, Enchantee, 247 Tai Kok Tsui Road, Kowloon, Hong Kong (the “**Executive Director**”).

**WHEREAS** the Company has agreed to employ the Executive Director and the Executive Director has agreed to serve the Company as an executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

**IT IS HEREBY AGREED:-**

**1. INTERPRETATION**

- 1.1 In this agreement (the “**Agreement**”), the following terms and expressions shall have the following meanings unless the context otherwise requires:-

“Appointment”	the appointment of the Executive Director as an executive director of the Company pursuant to Clause 2;
“Associate(s)”	shall have the meaning ascribed thereto in the Listing Rules;
“Board”	the board of directors from time to time of the Company or, if the context may require, the majority of directors present and voting at any meeting of the Board duly convened and held;
“Business”	all the businesses carried out by the Group or any member of the Group from time to time;
“Companies Ordinance”	the Companies (Winding-up and Miscellaneous Provisions) Ordinance, Chapter 32, the Companies Ordinance, Chapter 622, Laws of Hong Kong (if applicable), as amended or re-enacted from time to time;
“confidential information”	any trade secret or any confidential information concerning the business or finances of any member of the Group, including without limitation all data, manuals and instructions, customer lists, supplier lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known or any of its dealings, transactions or affairs which may come to the

	Executive Director's knowledge during or in the course of the Appointment;
"Group"	the Company and its subsidiaries from time to time;
"HK\$"	Hong Kong dollar, the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
"Memorandum and Articles of Association"	the memorandum of association and articles of association of the Company from time to time or, if the context may require, the memorandum of association and articles of association of the relevant member of the Group from time to time;
"PRC"	the People's Republic of China. References in this Agreement to the PRC exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;
"Securities and Futures Ordinance"	Securities and Futures Ordinance, Chapter 571, Laws of Hong Kong, as amended or re-enacted from time to time; and
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

- 1.2 References herein to "Clause(s)" are to clause(s) of this Agreement.
- 1.3 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 1.6 The definitions and interpretations in the cited statutes (if the context permits) shall apply to the interpretation and interpretation of the terms of this Agreement.

## **2. APPOINTMENT AND TERM**

- 2.1 The Company shall employ the Executive Director and the Executive Director shall well and faithfully serve the Company as an executive director and to carry out his duties hereunder subject to and upon the terms set out below.
- 2.2 Subject to the provisions for termination set out in Clause 7, the initial term shall commence from the completion of the proposed merger and reverse takeover (the "**Proposed Merger**") of Edding Group Company Limited by the Company and continue for a period of three years after

or until the third annual general meeting of the Company since the date of the completion of the Proposed Merger (subject always to re-election as and when required under the Memorandum and Articles of Association).

- 2.3 The Executive Director may also be appointed as the chairperson or a member of any of the Board committees (subject always to re-election as and when required under the Memorandum and Articles of Association or the terms of reference of the Board committees as may be amended from time to time).

### **3. DIRECTOR'S DUTIES AND SERVICES**

- 3.1 The Executive Director hereby undertakes to the Company that during the term of the Appointment, he shall use his best endeavors to carry out his duties hereunder and to protect, promote and act in the best interests of the Group.

- 3.2 Without prejudice to the general principle of Article 3.1:-

- (a) the Executive Director hereby gives the Company and its shareholders the following assurances and undertakings:
  - (i) in the performance of as a director, the Executive Director shall comply with Companies Ordinance, Memorandum and Articles of Association, this Agreement, resolutions of Company's shareholders' meetings and Board meetings, Listing Rules, Takeovers Code, Code on Share Buy-backs, Securities and Futures Ordinance and other relevant and applicable laws and regulations, and agrees that the Company shall enjoy the remedies provided for in the Memorandum and Articles of Association and that this Agreement and its position shall not be transferred;
  - (ii) the Executive Director undertakes to comply with and fulfil his obligations to the shareholders as set out in the Memorandum and Articles of Association; and
  - (iii) the information provided in the FF004 completed by the Executive Director is correct and will keep the Company and the Stock Exchange duly informed of any changes (if any) in such information.
- (b) during the term of the Appointment, the Executive Director shall, at the reasonable request of the Board, promptly provide the Board with information relating to his conduct of affairs and shall comply with the reasonable and lawful requirements and resolutions of the Board.
- (c) during the term of the Appointment, the Executive Director shall devote himself with diligence to the business and interests of the Company and shall personally handle the business of the Company during ordinary business hours and at such other times as the Company may reasonably require.
- (d) in exercising the rights conferred by the Company, the Executive Director shall be bound by the duty of good faith and should not place himself in a situation where his own interests and obligations to the Company may conflict.
- (e) during the term of the Appointment, the Executive Director shall not act as an employee, consultant or agent for any other companies (except a member of the Group or affiliated companies) unless having obtained the prior written consent of the Company.

- 3.3 The Company shall and at all times during the term of the Appointment maintain directors' and officers' liability insurance with a reputable insurance company in respect of the performance by the Executive Director of his duties hereunder.

#### **4. REMUNERATION**

- 4.1 The Company will approve the Executive Director's remuneration, additional incentives or benefits as part of his remuneration with reference to the Company's remuneration policy, prevailing market levels and his responsibilities and performance.

#### **5. EXPENSES**

- 5.1 The Executive Director may:-

(a) reimburse all expenses reasonably incurred in the performance of the obligations hereunder or in connection with the business after the presentation of such relevant invoices as may be required by the Board;

(b) participate in medical and accident insurance schemes the Company may adopt for its senior management from time to time; and

(c) participate in the retirement schemes the Company may adopt for the benefit of its employees.

#### **6. LEAVE**

- 6.1 During the term of the Appointment, the Executive Director shall (in addition to Saturday, Sundays and statutory holidays) be entitled to paid holidays pursuant to the Company's internal policy to be taken at such time or times as the Company may agree.

#### **7. TERMINATION**

- 7.1 The Executive Director and the Company may terminate this Agreement by giving not less than three months' written notice to the other party.

- 7.2 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment in the following situations:-

(a) If the Executive Director is incapacitated or prevented from performing his duties under this Agreement by reason of illness, injury or accident for a continuous or cumulative period of 120 days in any 12-month period, the Company may terminate this agreement by giving not less than one month's notice or by paying an additional one month's salary. If the Executive Director, within the time of giving notice under subsection (a) of this section, provides to the satisfaction of the Board a medical certificate certifying that he has fully recovered, and there is no reasonable reason to believe that the disease will recur, the Company shall withdraw the notification.

(b) the Company may terminate the employment of the Executive Director without payment of any compensation to the Executive Director in the following circumstances:

- i. commits any serious or willful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within one month after written notice from the Board);

- ii. is guilty of dishonesty or any grave misconduct or willful neglect in the discharge of his duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within one month after written notice from the Board);
- iii. becomes of unsound mind;
- iv. becomes bankrupt or has a receiving order made against him or makes any arrangement or composition with his creditors generally;
- v. the conduct of the Executive Director may affect his own reputation or that of any member of the Group;
- vi. the Executive Director is prohibited by statute from performing his duties under this Agreement;
- vii. is convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect his position in the Company);
- viii. refuses to carry out any reasonable lawful order given to him by the Board in the course of his employment or fails to diligently attend to his duties hereunder;
- ix. the Executive Director improperly divulges any confidential information or any other trade secret, or Group's organization, business or customer information to any unauthorized person (provided that this obligation does not extend to any information in the area known to the general public at the time of disclosure)

7.3 If the Company has the right to terminate this Agreement pursuant to Clause 7.2(b), the Company shall have the right to suspend the Executive Director for a period to be determined by the Company, and the Company shall also have the right to decide whether all or part of the remuneration shall be paid to the Executive Director during the period of suspension, or without any payment.

7.4 Upon the termination of the Appointment howsoever arising, the Executive Director shall:-

- (a) forthwith return all confidential information and all other registers, records, documents, notes, raw materials, data, credit cards, communications, accounts and other property belonging to or in connection with the Group held or controlled by the Executive Director to the Company; and
- (b) not claim to be associated with the Company or the Group after termination of the Appointment.

7.5 The termination of the Appointment of the Executive Director pursuant to this agreement shall not prejudice any rights accrued by the parties upon such termination, nor shall it prejudice Clauses 8, 9, 10, 14 and 15 (all such terms shall continue after termination of this Agreement or Appointment).

## **8. RESTRAINT ON ACTIVITIES OF THE DIRECTOR**

8.1 The Executive Director hereby agrees that, during the term of the Appointment and for a period of six months after the termination of the Appointment, he will not:-



- (a) engage, directly or indirectly, in or be involved in any business that is competitive or similar to the Group's business during the term of the Appointment and at the time of its termination;
  - (b) for personal benefit or that of any person, solicit business from any person who has dealt with the Company or other companies within the Group during the term of the Appointment or who was in negotiation with the Company or other companies within the Group at the time of termination of the term of the Appointment;
  - (c) directly or indirectly engage any director, manager, employee or consultant of the Group during the period of the term of the Appointment as an executive director;
  - (d) for his own benefit or that of any person, lobby or encourage any director, manager or employee of the Group to leave the Group (whether or not such person would breach employment agreement by leaving the Group); and
  - (e) use or promote the use of the name of the Group or any imitation name, alone or in association with any other person, in any capacity.
- 8.2 Each of the commitments in Clause 8.1 above shall be deemed to be a separate agreement and shall be construed independently and, after the termination of the Executive Director's term of office, if he remains in any other capacity of the Group, he shall also abide by the laws and regulations and the agreements and commitments he shall abide by in holding such positions.

## **9. CONFIDENTIAL INFORMATION**

- 9.1 The Executive Director shall not, during or after the term of the Appointment, engage in any of the following acts (without any time limit):-
- (a) the use, removal, concealment or destruction of any confidential information for personal or any other purpose;
  - (b) disclosing or conveying any confidential information to any person (other than an employee or manager of the Group who is entitled to such information); or
  - (c) disclosing any unauthorized confidential information as a result of negligence, lack of due diligence or lack of focus.
- 9.2 Upon the request of the Company from time to time or when the Executive Director ceases to be employed, the Executive Director shall immediately return to the Company (or any other designated company of the Company) such notes, memoranda, records and written records made by the Executive Director as are relevant to the business. Such items are the property of the Group and the Executive Director shall not retain a copy of such items.

## **10. RESTRICTIONS REASONABLE**

- 10.1 While the restrictions contained in Clauses 8 and 9 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or any other company of the Group but would be valid if part of the wordings thereof were deleted or the periods (if any) thereof were reduced or area dealt with thereby were reduced in scope, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

**11. SEVERABILITY**

- 11.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

**12. ABSTAINING**

- 12.1 Time is an element of this agreement. Failure or delay by either party to exercise or delay in exercising any of its powers, rights or remedies under this Agreement shall not constitute a waiver of such powers, rights or remedies. The exercise of any powers, rights or compensations in part shall not preclude the further exercise of the remainder of the powers, rights or compensations entitled.
- 12.2 The remedies referred to in this Agreement shall be cumulative and shall not exclude any remedies provided by law.

**13. ENTIRE AGREEMENT AND FORMER SERVICE AGREEMENTS**

- 13.1 This Agreement shall supersede any service contract, arrangement or undertaking entered into by the Executive Director and any company of the Group in connection with the Appointment prior to this Agreement.
- 13.2 The terms of this Agreement shall not be modified, amended or supplemented without the written consent of the parties hereto.
- 13.3 The rights and obligations of the Executive Director under this Agreement shall not be assigned, transferred or subcontracted. Without the written consent of one party to this agreement, the other party shall not assign this agreement to another or successors.

**14. NOTICE**

- 14.1 Any notice to the Executive Director pursuant to this Agreement may be sent by hand or by mail and express delivery to the address of the Executive Director as set out on the first page of this Agreement or to such address as the Executive Director may otherwise give in writing. In the case of by e-mail, it shall be delivered to the e-mail address [nixin@eddingpharm.com](mailto:nixin@eddingpharm.com) or another e-mail address notified in writing by the Executive Director. Any notice given to the Company may be delivered by hand or by mail and express delivery to the Company's registered address at the time.
- 14.2 Any notice delivered by mail and express delivery shall be deemed to have been served on the third day after posting (excluding Saturdays, Sundays and statutory holidays). In such case, a receipt duly addressed shall constitute proof of service of the notice.
- 14.3 All notices and communications to be served or issued under this Agreement shall be in writing.

**15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.
- 15.2 The parties hereto agree:

- (a) any dispute or claim relating to the affairs of the Company that arises between the Company and its directors or senior management on the basis of the rights and obligations set forth in this Agreement, the Memorandum and Articles of Association and other relevant laws and administrative regulations, the parties concerned shall submit such disputes or claims to arbitration for settlement;
- (b) the dispute or claim referred to in the preceding paragraph shall be submitted to arbitration in its entirety; all persons having cause of action for the same matter or whose participation is required for the settlement of the dispute or claim, if being the Company, or a shareholder, director, manager or other senior manager of the Company, shall abide by the arbitration;
- (c) disputes concerning the confirmation of shareholders and the list of shareholders may be resolved without arbitration;
- (d) the applicant elects the Hong Kong International Arbitration Centre to arbitrate in accordance with its securities arbitration rules. After the applicant submits the dispute or claim to arbitration, the other party must arbitrate in the arbitration institution chosen by the applicant;
- (e) the settlement of disputes or claims referred to in Clause 15.2(a) above by arbitration shall be governed by the laws of Hong Kong, unless otherwise provided by laws or administrative regulations;
- (f) the ruling of the arbitral body shall be final and binding on the parties;
- (g) this arbitration agreement is entered into between the Company and its directors or senior management, and the Company represents both itself and each of its shareholders; and
- (h) any submission to arbitration shall be deemed to authorize the arbitral tribunal to conduct a public hearing and to publish its ruling.

IN WITNESS whereof this Agreement has been duly executed the day and year first above written.

For and on behalf of )  
Genor Biopharma Holdings Limited )

翟婧.

Name: Zhai Jing (翟婧)  
Title: Executive Director

**SIGNED by**  
**Ni Xin (倪昕)**

)  
)

A handwritten signature in black ink, consisting of stylized Chinese characters, likely '倪昕' (Ni Xin).

CONFIDENTIAL

**Genor Biopharma Holdings Limited**

and

**Zhai Jing (翟婧)**

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**EXECUTIVE DIRECTOR SERVICE AGREEMENT**

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CONFIDENTIAL

**THIS AGREEMENT** is made the 4th day of December 2025.

**BETWEEN**

- (1) Genor Biopharma Holdings Limited, a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, the name of which is proposed to be changed to Edding Genor Group Holdings Limited (the “**Company**”); and
- (2) Zhai Jing (翟婧) of Daning Talent Apartment, 712 Lingshi Road, Jing’an District, Shanghai, PRC (the “**Executive Director**”).

**WHEREAS** the Company has agreed to employ the Executive Director and the Executive Director has agreed to serve the Company as an executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

**IT IS HEREBY AGREED:-**

**1. INTERPRETATION**

- 1.1 In this agreement (the “**Agreement**”), the following terms and expressions shall have the following meanings unless the context otherwise requires:-

“Appointment”	the appointment of the Executive Director as an executive director of the Company pursuant to Clause 2;
“Associate(s)”	shall have the meaning ascribed thereto in the Listing Rules;
“Board”	the board of directors from time to time of the Company or, if the context may require, the majority of directors present and voting at any meeting of the Board duly convened and held;
“Business”	all the businesses carried out by the Group or any member of the Group from time to time;
“Companies Ordinance”	the Companies (Winding-up and Miscellaneous Provisions) Ordinance, Chapter 32, the Companies Ordinance, Chapter 622, Laws of Hong Kong (if applicable), as amended or re-enacted from time to time;
“confidential information”	any trade secret or any confidential information concerning the business or finances of any member of the Group, including without limitation all data, manuals and instructions, customer lists, supplier lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known or any of its dealings, transactions or affairs which may come to the

	Executive Director's knowledge during or in the course of the Appointment;
"Group"	the Company and its subsidiaries from time to time;
"HK\$"	Hong Kong dollar, the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC;
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
"Memorandum and Articles of Association"	the memorandum of association and articles of association of the Company from time to time or, if the context may require, the memorandum of association and articles of association of the relevant member of the Group from time to time;
"PRC"	the People's Republic of China. References in this Agreement to the PRC exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;
"Securities and Futures Ordinance"	Securities and Futures Ordinance, Chapter 571, Laws of Hong Kong, as amended or re-enacted from time to time; and
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

- 1.2 References herein to "Clause(s)" are to clause(s) of this Agreement.
- 1.3 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 1.6 The definitions and interpretations in the cited statutes (if the context permits) shall apply to the interpretation and interpretation of the terms of this Agreement.

## **2. APPOINTMENT AND TERM**

- 2.1 The Company shall employ the Executive Director and the Executive Director shall well and faithfully serve the Company as an executive director and to carry out her duties hereunder subject to and upon the terms set out below.
- 2.2 Subject to the provisions for termination set out in Clause 7, the initial term shall commence from the completion of the proposed merger and reverse takeover (the "**Proposed Merger**") of Edding Group Company Limited by the Company and continue for a period of three years after



or until the third annual general meeting of the Company since the date of the completion of the Proposed Merger (subject always to re-election as and when required under the Memorandum and Articles of Association).

- 2.3 The Executive Director may also be appointed as the chairperson or a member of any of the Board committees (subject always to re-election as and when required under the Memorandum and Articles of Association or the terms of reference of the Board committees as may be amended from time to time).

### **3. DIRECTOR'S DUTIES AND SERVICES**

- 3.1 The Executive Director hereby undertakes to the Company that during the term of the Appointment, she shall use her best endeavors to carry out her duties hereunder and to protect, promote and act in the best interests of the Group.

- 3.2 Without prejudice to the general principle of Article 3.1:-

- (a) the Executive Director hereby gives the Company and its shareholders the following assurances and undertakings:
  - (i) in the performance of as a director, the Executive Director shall comply with Companies Ordinance, Memorandum and Articles of Association, this Agreement, resolutions of Company's shareholders' meetings and Board meetings, Listing Rules, Takeovers Code, Code on Share Buy-backs, Securities and Futures Ordinance and other relevant and applicable laws and regulations, and agrees that the Company shall enjoy the remedies provided for in the Memorandum and Articles of Association and that this Agreement and its position shall not be transferred;
  - (ii) the Executive Director undertakes to comply with and fulfil her obligations to the shareholders as set out in the Memorandum and Articles of Association; and
  - (iii) the information provided in the FF004 completed by the Executive Director is correct and will keep the Company and the Stock Exchange duly informed of any changes (if any) in such information.
- (b) during the term of the Appointment, the Executive Director shall, at the reasonable request of the Board, promptly provide the Board with information relating to her conduct of affairs and shall comply with the reasonable and lawful requirements and resolutions of the Board.
- (c) during the term of the Appointment, the Executive Director shall devote herself with diligence to the business and interests of the Company and shall personally handle the business of the Company during ordinary business hours and at such other times as the Company may reasonably require.
- (d) in exercising the rights conferred by the Company, the Executive Director shall be bound by the duty of good faith and should not place herself in a situation where her own interests and obligations to the Company may conflict.
- (e) during the term of the Appointment, the Executive Director shall not act as an employee, consultant or agent for any other companies (except a member of the Group or affiliated companies) unless having obtained the prior written consent of the Company.

- 3.3 The Company shall and at all times during the term of the Appointment maintain directors' and officers' liability insurance with a reputable insurance company in respect of the performance by the Executive Director of her duties hereunder.

**4. REMUNERATION**

- 4.1 The Company will approve the Executive Director's remuneration, additional incentives or benefits as part of her remuneration with reference to the Company's remuneration policy, prevailing market levels and her responsibilities and performance.

**5. EXPENSES**

- 5.1 The Executive Director may:-

(a) reimburse all expenses reasonably incurred in the performance of the obligations hereunder or in connection with the business after the presentation of such relevant invoices as may be required by the Board;

(b) participate in medical and accident insurance schemes the Company may adopt for its senior management from time to time; and

(c) participate in the retirement schemes the Company may adopt for the benefit of its employees.

**6. LEAVE**

- 6.1 During the term of the Appointment, the Executive Director shall (in addition to Saturday, Sundays and statutory holidays) be entitled to paid holidays pursuant to the Company's internal policy to be taken at such time or times as the Company may agree.

**7. TERMINATION**

- 7.1 The Executive Director and the Company may terminate this Agreement by giving not less than three months' written notice to the other party.

- 7.2 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment in the following situations:-

(a) If the Executive Director is incapacitated or prevented from performing her duties under this Agreement by reason of illness, injury or accident for a continuous or cumulative period of 120 days in any 12-month period, the Company may terminate this agreement by giving not less than one month's notice or by paying an additional one month's salary. If the Executive Director, within the time of giving notice under subsection (a) of this section, provides to the satisfaction of the Board a medical certificate certifying that she has fully recovered, and there is no reasonable reason to believe that the disease will recur, the Company shall withdraw the notification.

(b) the Company may terminate the employment of the Executive Director without payment of any compensation to the Executive Director in the following circumstances:

- i. commits any serious or willful or persistent breach of any of the provisions herein contained (and to the extent that such breach, if capable of remedy, fails to be remedied within one month after written notice from the Board);

- ii. is guilty of dishonesty or any grave misconduct or willful neglect in the discharge of her duties hereunder (and to the extent that such breach, if capable of remedy, fails to be remedied within one month after written notice from the Board);
- iii. becomes of unsound mind;
- iv. becomes bankrupt or has a receiving order made against him or makes any arrangement or composition with her creditors generally;
- v. the conduct of the Executive Director may affect her own reputation or that of any member of the Group;
- vi. the Executive Director is prohibited by statute from performing her duties under this Agreement;
- vii. is convicted of any criminal offence (other than a criminal conviction which in the opinion of the Board does not affect her position in the Company);
- viii. refuses to carry out any reasonable lawful order given to him by the Board in the course of her employment or fails to diligently attend to her duties hereunder;
- ix. the Executive Director improperly divulges any confidential information or any other trade secret, or Group's organization, business or customer information to any unauthorized person (provided that this obligation does not extend to any information in the area known to the general public at the time of disclosure)

7.3 If the Company has the right to terminate this Agreement pursuant to Clause 7.2(b), the Company shall have the right to suspend the Executive Director for a period to be determined by the Company, and the Company shall also have the right to decide whether all or part of the remuneration shall be paid to the Executive Director during the period of suspension, or without any payment.

7.4 Upon the termination of the Appointment howsoever arising, the Executive Director shall:-

- (a) forthwith return all confidential information and all other registers, records, documents, notes, raw materials, data, credit cards, communications, accounts and other property belonging to or in connection with the Group held or controlled by the Executive Director to the Company; and
- (b) not claim to be associated with the Company or the Group after termination of the Appointment.

7.5 The termination of the Appointment of the Executive Director pursuant to this agreement shall not prejudice any rights accrued by the parties upon such termination, nor shall it prejudice Clauses 8, 9, 10, 14 and 15 (all such terms shall continue after termination of this Agreement or Appointment).

## **8. RESTRAINT ON ACTIVITIES OF THE DIRECTOR**

8.1 The Executive Director hereby agrees that, during the term of the Appointment and for a period of six months after the termination of the Appointment, she will not:-

- (a) engage, directly or indirectly, in or be involved in any business that is competitive or similar to the Group's business during the term of the Appointment and at the time of its termination;
  - (b) for personal benefit or that of any person, solicit business from any person who has dealt with the Company or other companies within the Group during the term of the Appointment or who was in negotiation with the Company or other companies within the Group at the time of termination of the term of the Appointment;
  - (c) directly or indirectly engage any director, manager, employee or consultant of the Group during the period of the term of the Appointment as an executive director;
  - (d) for her own benefit or that of any person, lobby or encourage any director, manager or employee of the Group to leave the Group (whether or not such person would breach employment agreement by leaving the Group); and
  - (e) use or promote the use of the name of the Group or any imitation name, alone or in association with any other person, in any capacity.
- 8.2 Each of the commitments in Clause 8.1 above shall be deemed to be a separate agreement and shall be construed independently and, after the termination of the Executive Director's term of office, if she remains in any other capacity of the Group, she shall also abide by the laws and regulations and the agreements and commitments she shall abide by in holding such positions.
- 9. CONFIDENTIAL INFORMATION**
- 9.1 The Executive Director shall not, during or after the term of the Appointment, engage in any of the following acts (without any time limit):-
- (a) the use, removal, concealment or destruction of any confidential information for personal or any other purpose;
  - (b) disclosing or conveying any confidential information to any person (other than an employee or manager of the Group who is entitled to such information); or
  - (c) disclosing any unauthorized confidential information as a result of negligence, lack of due diligence or lack of focus.
- 9.2 Upon the request of the Company from time to time or when the Executive Director ceases to be employed, the Executive Director shall immediately return to the Company (or any other designated company of the Company) such notes, memoranda, records and written records made by the Executive Director as are relevant to the business. Such items are the property of the Group and the Executive Director shall not retain a copy of such items.

**10. RESTRICTIONS REASONABLE**

- 10.1 While the restrictions contained in Clauses 8 and 9 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or any other company of the Group but would be valid if part of the wordings thereof were deleted or the periods (if any) thereof were reduced or area dealt with thereby were reduced in scope, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

**11. SEVERABILITY**

- 11.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

**12. ABSTAINING**

- 12.1 Time is an element of this agreement. Failure or delay by either party to exercise or delay in exercising any of its powers, rights or remedies under this Agreement shall not constitute a waiver of such powers, rights or remedies. The exercise of any powers, rights or compensations in part shall not preclude the further exercise of the remainder of the powers, rights or compensations entitled.
- 12.2 The remedies referred to in this Agreement shall be cumulative and shall not exclude any remedies provided by law.

**13. ENTIRE AGREEMENT AND FORMER SERVICE AGREEMENTS**

- 13.1 This Agreement shall supersede any service contract, arrangement or undertaking entered into by the Executive Director and any company of the Group in connection with the Appointment prior to this Agreement.
- 13.2 The terms of this Agreement shall not be modified, amended or supplemented without the written consent of the parties hereto.
- 13.3 The rights and obligations of the Executive Director under this Agreement shall not be assigned, transferred or subcontracted. Without the written consent of one party to this agreement, the other party shall not assign this agreement to another or successors.

**14. NOTICE**

- 14.1 Any notice to the Executive Director pursuant to this Agreement may be sent by hand or by mail and express delivery to the address of the Executive Director as set out on the first page of this Agreement or to such address as the Executive Director may otherwise give in writing. In the case of by e-mail, it shall be delivered to the e-mail address jing.zhai@eddingpharm.com or another e-mail address notified in writing by the Executive Director. Any notice given to the Company may be delivered by hand or by mail and express delivery to the Company's registered address at the time.
- 14.2 Any notice delivered by mail and express delivery shall be deemed to have been served on the third day after posting (excluding Saturdays, Sundays and statutory holidays). In such case, a receipt duly addressed shall constitute proof of service of the notice.
- 14.3 All notices and communications to be served or issued under this Agreement shall be in writing.

**15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.
- 15.2 The parties hereto agree:

IN WITNESS whereof this Agreement has been duly executed the day and year first above written.

For and on behalf of  
**Genor Biopharma Holdings Limited**

)  
)

A handwritten signature in black ink, appearing to be '倪昕' (Ni Xin), written in a cursive style.

Name: Ni Xin (倪昕)  
Title: Executive Director

SIGNED by  
Zhai Jing (翟婧)

)  
)

翟婧.

## **Genor Biopharma Holdings Limited**

**THIS AGREEMENT** is made the 4th day of December 2025.

### **BETWEEN**

- (1) Genor Biopharma Holdings Limited, a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at Maples Corporate Services Limited, PO Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands, the name of which is proposed to be changed to Edding Genor Group Holdings Limited (the “**Company**”); and
- (2) David Guowei Wang of 45 DOGWOOD DR., APT 106, NASHUA, NH 03062, United States (the “**Director**”).

**WHEREAS** the Company has agreed to appoint the Director and the Director has agreed to serve the Company as a non-executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

### **1. APPOINTMENT AND TERM**

- 1.1 The Company acknowledges the appointment of the Director as a non-executive director shall commence from the completion of the proposed merger and reverse takeover (the “**Proposed Merger**”) of Edding Group Company Limited by the Company and continue for a period of three years after or until the third annual general meeting of the Company since the date of the completion of Proposed Merger (subject always to re-election as and when required under the articles of association of the Company, as amended and supplemented from time to time (“**Articles**”)) unless otherwise terminated in accordance with the terms and conditions specified herein (“**Term**”).
- 1.2 The continuing appointment as a non-executive director is subject to the terms of this Agreement, the provisions of the Company’s memorandum of association (as amended and supplemented from time to time), the Articles, the terms of reference of the Company’s board of directors (“**Board**”) committees, the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“**Stock Exchange**”) (“**Listing Rules**”) (as amended from time to time) and any other applicable laws, rules and regulations. The Director acknowledges that a director of the Company shall retire by rotation in accordance with the requirements as set out in the Articles and the Listing Rules, and the office of a director of the Company is liable to be vacated in certain circumstances.

### **2. DIRECTOR’S DUTIES AND SERVICES**

- 2.1 During the term of service, the Director shall:-
  - (a) devote such of time and attention and skill as may reasonably be required to discharge the duties of office;
  - (b) faithfully and diligently perform such duties and exercise such powers consistent with the office to which the Director is appointed; and
  - (c) comply with all applicable laws, rules and regulations (as amended from time to time), including but not limited to the Listing Rules, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended from time to time) (“**SFO**”) and rules made thereunder, and the Company’s rules, regulations, policies and procedures from time to time in force.



- 2.2 The Director will generally be required to attend general meetings of the Company, meetings of the Board and of any Board committees to which the Director might be appointed as the chairperson or a member. If the Director is unavoidably unable to attend, as much prior notice as required under the Articles, the Listing Rules or any other applicable laws, rules and regulations should be given to the chairman of the Board.
- 2.3 The Director shall at all times keep the Board promptly and fully informed (in writing if so requested) of all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by the Director, including all interests in the shares required to be disclosed by the Director under the SFO, and any of business or other activities which would or is likely to cause the Director to be in conflict with the interests of the Company or any of its subsidiaries.
- 2.4 The Director undertakes to the Company to inform the Board if the Director ceases to qualify, or if the Director comes to know of any circumstances that may render the Director being no longer qualified as a non-executive director of the Company under the Listing Rules, the Articles or any other applicable laws, rules and regulations. If the Board or the Stock Exchange considers that the Director is no longer qualified as a non-executive director of the Company and informs the Director thereof, the appointment will terminate automatically and the Director shall tender the resignation as a non-executive director.

### **3. REMUNERATION**

- 3.1 No annual director's fees are payable to the non-executive director under this Agreement.
- 3.2 The Company may, at its sole discretion, provide to the Director such additional benefits and pay the Director a bonus of such amount as the Board may determine in light of the Company's business performance and the Director's individual performance after confirmation with the compensation committee of the Board.
- 3.3 During the Term, the Company shall reimburse the Director of all reasonable expenses properly and reasonably incurred by the Director in the performance of the duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.

### **4. RESTRICTIONS ON SHARE DEALINGS**

- 4.1 During the Term, the Director shall comply with (i) every applicable law, rule and regulation, including but not limited to the Listing Rules and the SFO; and (ii) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.
- 4.2 For the purpose of this Agreement, the "Group" means the Company, its subsidiaries (having the meaning ascribed thereto in the Listing Rules) and the PRC operating entities (the financial results of which have been consolidated and accounted for as subsidiaries of the Company by virtue of the contractual arrangements) from time to time.

### **5. TERMINATION**

- 5.1 The appointment as a non-executive director hereunder shall be subject to termination by the Company at any time by summary notice in writing if the Director commits any breach of any of the material obligations and/or undertakings hereunder or commits an act of bankruptcy or commits any act which would, under any applicable laws, rules and regulations, permit the Company to terminate the appointment hereunder.

- 5.2 The Company shall be entitled to terminate the appointment of the Director as a non-executive director hereunder at any time by giving to the other party at least three (3) month's notice in writing.
- 5.3 On the termination of the appointment as a non-executive director hereunder (howsoever arising) becoming effective, the Director shall automatically be removed from the position with immediate effect.
- 5.4 Termination of the appointment as a non-executive director hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of Clause 7.

**6. INSURANCE**

The Director will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board.

**7. CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS**

- 7.1 The Director confirms that the Director owes a fiduciary and diligent duty and obligation to the Company and that the Director shall not at any time during the Term engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.
- 7.2 The Director shall not, during the term as a non-executive director of the Company and at any time thereafter, divulge or communicate to any person, or use or employ for his own purpose or for any purposes other than those of the Group, or use to the detriment or prejudice of the Group, or disclose to any third party (except to employees or directors of any member of the Group whose province is to know the same for discharging their duties), any trade secret or confidential information concerning the business or affairs of any member of the Group which may come to the Director's knowledge during the term of service (but so that this restriction shall cease to apply to any information which may come into the public domain otherwise than through the Director's fault or wrongdoing or breach of any contractual obligations).
- 7.3 Upon request by the Company or upon termination of the Director's appointment under this Agreement, the Director shall promptly deliver to the Company all lists of clients or customers (if any), books, records, memorandum, reports, correspondence and documents prepared, made or compiled by him or delivered to him during the appointment as a director of the Company, and hand over to the Company's designated department or personnel custody. The Director is not entitled to and shall not retain any copies thereof except with the Company's written consent. Title and copyright in all such materials and documents as aforesaid shall at all time be vest in the relevant member of the Group.
- 7.4 While the restrictions contained in this Clause 7 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Group but would be valid if part of the wordings thereof were deleted or the periods (if any) thereof were reduced or area dealt with thereby were reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 7.5 Nothing in this Clause 7 prevents any confidential information being disclosed (i) with the prior written approval of the Company; or (ii) to the extent permitted by applicable law, immediately, and in any event within 24 hours upon the awareness of the requirement to disclose and prior

to such disclosure, notify the Company of such requirement in order to enable the Company to seek an appropriate protective order or other remedies, to take such steps at the Company's own expense as reasonably requested by the Company to resist or narrow the scope of the disclosure and to comply with the Company's reasonable requests as to the terms of any such disclosure. If failing the obtaining of an appropriate remedy to prevent such disclosure, the Director is compelled to disclose such relevant confidential information, the Director shall only make the minimum disclosure that the Director is legally compelled to do. In any event, the Director will not oppose action by the Company to obtain an appropriate remedy to prevent such disclosure or other reliable assurance that the confidential information that are so disclosed will be accorded confidential treatment.

- 7.6 Each undertaking contained in this Clause 7 shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind the Director.

**8. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

**10. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

For and on behalf of  
**Genor Biopharma Holdings Limited**

  
Name: Ni Xin (倪昕)  
Title: Executive Director



David Guowei Wang

*[Project Edge - Signature Page to NED Letter of Appointment]*

## **Genor Biopharma Holdings Limited**

**THIS AGREEMENT** is made the 4th day of December, 2025.

### **BETWEEN**

- (1) Genor Biopharma Holdings Limited, a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at Maples Corporate Services Limited, PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands, the name of which is proposed to be changed to Edding Genor Group Holdings Limited (the “**Company**”); and
- (2) Yu Tieming (于铁铭) of Room 301, Unit 2, Building 19, No. 138 Courtyard, Chengshousi Road, Chaoyang District, Beijing, PRC (the “**Director**”).

**WHEREAS** the Company has agreed to appoint the Director and the Director has agreed to serve the Company as a non-executive director by providing the Company with the services hereinafter described on the terms and conditions set out below.

### **1. APPOINTMENT AND TERM**

- 1.1 The Company acknowledges the appointment of the Director as a non-executive director shall commence from the completion of the proposed merger and reverse takeover (the “**Proposed Merger**”) of Edding Group Company Limited by the Company and continue for a period of three years after or until the third annual general meeting of the Company since the date of completion of the Proposed Merger (subject always to re-election as and when required under the articles of association of the Company, as amended and supplemented from time to time (“**Articles**”)) unless otherwise terminated in accordance with the terms and conditions specified herein (“**Term**”).
- 1.2 The continuing appointment as a non-executive director is subject to the terms of this Agreement, the provisions of the Company’s memorandum of association (as amended and supplemented from time to time), the Articles, the terms of reference of the Company’s board of directors (“**Board**”) committees, the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“**Stock Exchange**”) (“**Listing Rules**”) (as amended from time to time) and any other applicable laws, rules and regulations. The Director acknowledges that a director of the Company shall retire by rotation in accordance with the requirements as set out in the Articles and the Listing Rules, and the office of a director of the Company is liable to be vacated in certain circumstances.

### **2. DIRECTOR’S DUTIES AND SERVICES**

- 2.1 During the term of service, the Director shall:-
  - (a) devote such of time and attention and skill as may reasonably be required to discharge the duties of office;
  - (b) faithfully and diligently perform such duties and exercise such powers consistent with the office to which the Director is appointed; and
  - (c) comply with all applicable laws, rules and regulations (as amended from time to time), including but not limited to the Listing Rules, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended from time to time) (“**SFO**”) and rules made thereunder, and the Company’s rules, regulations, policies and procedures from time to time in force.

- 2.2 The Director will generally be required to attend general meetings of the Company, meetings of the Board and of any Board committees to which the Director might be appointed as the chairperson or a member. If the Director is unavoidably unable to attend, as much prior notice as required under the Articles, the Listing Rules or any other applicable laws, rules and regulations should be given to the chairman of the Board.
- 2.3 The Director shall at all times keep the Board promptly and fully informed (in writing if so requested) of all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by the Director, including all interests in the shares required to be disclosed by the Director under the SFO, and any of business or other activities which would or is likely to cause the Director to be in conflict with the interests of the Company or any of its subsidiaries.
- 2.4 The Director undertakes to the Company to inform the Board if the Director ceases to qualify, or if the Director comes to know of any circumstances that may render the Director being no longer qualified as a non-executive director of the Company under the Listing Rules, the Articles or any other applicable laws, rules and regulations. If the Board or the Stock Exchange considers that the Director is no longer qualified as a non-executive director of the Company and informs the Director thereof, the appointment will terminate automatically and the Director shall tender the resignation as a non-executive director.

### **3. REMUNERATION**

- 3.1 No annual director's fees are payable to the non-executive director under this Agreement.
- 3.2 The Company may, at its sole discretion, provide to the Director such additional benefits and pay the Director a bonus of such amount as the Board may determine in light of the Company's business performance and the Director's individual performance after confirmation with the compensation committee of the Board.
- 3.3 During the Term, the Company shall reimburse the Director of all reasonable expenses properly and reasonably incurred by the Director in the performance of the duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.

### **4. RESTRICTIONS ON SHARE DEALINGS**

- 4.1 During the Term, the Director shall comply with (i) every applicable law, rule and regulation, including but not limited to the Listing Rules and the SFO; and (ii) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.
- 4.2 For the purpose of this Agreement, the "Group" means the Company, its subsidiaries (having the meaning ascribed thereto in the Listing Rules) and the PRC operating entities (the financial results of which have been consolidated and accounted for as subsidiaries of the Company by virtue of the contractual arrangements) from time to time.

### **5. TERMINATION**

- 5.1 The appointment as a non-executive director hereunder shall be subject to termination by the Company at any time by summary notice in writing if the Director commits any breach of any of the material obligations and/or undertakings hereunder or commits an act of bankruptcy or commits any act which would, under any applicable laws, rules and regulations, permit the Company to terminate the appointment hereunder.

- 5.2 The Company shall be entitled to terminate the appointment of the Director as a non-executive director hereunder at any time by giving to the other party at least three (3) month's notice in writing.
- 5.3 On the termination of the appointment as a non-executive director hereunder (howsoever arising) becoming effective, the Director shall automatically be removed from the position with immediate effect.
- 5.4 Termination of the appointment as a non-executive director hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of Clause 7.

**6. INSURANCE**

The Director will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board.

**7. CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS**

- 7.1 The Director confirms that the Director owes a fiduciary and diligent duty and obligation to the Company and that the Director shall not at any time during the Term engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.
- 7.2 The Director shall not, during the term as a non-executive director of the Company and at any time thereafter, divulge or communicate to any person, or use or employ for his own purpose or for any purposes other than those of the Group, or use to the detriment or prejudice of the Group, or disclose to any third party (except to employees or directors of any member of the Group whose province is to know the same for discharging their duties), any trade secret or confidential information concerning the business or affairs of any member of the Group which may come to the Director's knowledge during the term of service (but so that this restriction shall cease to apply to any information which may come into the public domain otherwise than through the Director's fault or wrongdoing or breach of any contractual obligations).
- 7.3 Upon request by the Company or upon termination of the Director's appointment under this Agreement, the Director shall promptly deliver to the Company all lists of clients or customers (if any), books, records, memorandum, reports, correspondence and documents prepared, made or compiled by him or delivered to him during the appointment as a director of the Company, and hand over to the Company's designated department or personnel custody. The Director is not entitled to and shall not retain any copies thereof except with the Company's written consent. Title and copyright in all such materials and documents as aforesaid shall at all time be vest in the relevant member of the Group.
- 7.4 While the restrictions contained in this Clause 7 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Group but would be valid if part of the wordings thereof were deleted or the periods (if any) thereof were reduced or area dealt with thereby were reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 7.5 Nothing in this Clause 7 prevents any confidential information being disclosed (i) with the prior written approval of the Company; or (ii) to the extent permitted by applicable law, immediately, and in any event within 24 hours upon the awareness of the requirement to disclose and prior



to such disclosure, notify the Company of such requirement in order to enable the Company to seek an appropriate protective order or other remedies, to take such steps at the Company's own expense as reasonably requested by the Company to resist or narrow the scope of the disclosure and to comply with the Company's reasonable requests as to the terms of any such disclosure. If failing the obtaining of an appropriate remedy to prevent such disclosure, the Director is compelled to disclose such relevant confidential information, the Director shall only make the minimum disclosure that the Director is legally compelled to do. In any event, the Director will not oppose action by the Company to obtain an appropriate remedy to prevent such disclosure or other reliable assurance that the confidential information that are so disclosed will be accorded confidential treatment.

- 7.6 Each undertaking contained in this Clause 7 shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind the Director.

**8. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

**10. GOVERNING LAW AND JURISDICTION**

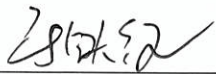
This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

For and on behalf of  
**Genor Biopharma Holdings Limited**

A handwritten signature in black ink, appearing to be 'Ni Xin', written over a horizontal line.

Name: Ni Xin (倪昕)

Title: Executive Director



Name: Yu Tieming

**Genor Biopharma Holdings Limited**

December 4, 2025

To: **Xu Qing (许庆)**  
No. 777, Guoding Road  
Yangpu District, Shanghai  
PRC

Dear Xu Qing (许庆),

**Re: Genor Biopharma Holdings Limited, the name of which is proposed to be changed to Edding Genor Group Holdings Limited (“Company”)**

**Independent Non-Executive Director**

We hereby appoint you as an independent non-executive director of the Company on and subject to the terms and conditions specified herein.

**1. APPOINTMENT AND TERM**

- 1.1 Your appointment as an independent non-executive director of the Company shall commence from the completion of the proposed merger and reverse takeover (the “**Proposed Merger**”) of Edding Group Company Limited by the Company and continue for a period of three years after or until the third annual general meeting of the Company since the date of the completion of Proposed Merger (subject always to re-election as and when required under the articles of association of the Company, as amended and supplemented from time to time (“**Articles**”)) unless otherwise terminated in accordance with the terms and conditions specified herein (“**Term**”).
- 1.2 Your continuing appointment as an independent non-executive director of the Company is subject to the terms of this letter, the provisions of the Company’s memorandum of association (as amended and supplemented from time to time), the Articles, the terms of reference of the Company’s board of directors (“**Board**”) committees (as may be amended from time to time), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“**Stock Exchange**”) (“**Listing Rules**”) (as amended from time to time) and any other applicable laws, rules and regulations.

**2. DIRECTOR’S DUTIES AND SERVICES**

- 2.1 You in your office as an independent non-executive director of the Company shall:-
- (a) devote such of your time and your attention and skill as may reasonably be required to discharge the duties of your office;
  - (b) faithfully and diligently perform such duties and exercise such powers consistent with the office to which you are appointed; and
  - (c) comply with all applicable laws, rules and regulations (as amended from time to time), including but not limited to the Listing Rules, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended from time to time) (“**SFO**”) and rules made thereunder, and the Company’s rules, regulations, policies and procedures from time to time in force.

- 2.2 You will generally be required to attend general meetings of the Company, meetings of the Board and of any Board committees to which you might be appointed as the chairperson or a member. If you are unavoidably unable to attend, as much prior notice as required under the Articles, the Listing Rules or any other applicable laws, rules and regulations should be given to the chairman of the Board.
- 2.3 You shall at all times keep the Board promptly and fully informed (in writing if so requested) of all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you, including all interests in the shares required to be disclosed by you under the SFO, and any of your business or other activities which would or is likely to cause you to be in conflict with the interests of the Company or any of its subsidiaries.
- 2.4 You undertake to the Company to inform the Board if you cease to qualify, or if you come to know of any circumstances that may render you being no longer qualified as an independent non-executive director of the Company under the Listing Rules, the Articles or any other applicable laws, rules and regulations. If the Board or the Stock Exchange considers that you are no longer qualified as an independent non-executive director of the Company and informs you thereof, your appointment will terminate automatically and you shall tender your resignation as an independent non-executive director of the Company.

### **3. REMUNERATION AND EXPENSES**

- 3.1 The remuneration for serving as the independent non-executive director of the Company shall be RMB420,000 before tax per financial year (pro rata if less than one financial year), starting from the date of the completion of Proposed Merger. Payment shall be made quarterly.
- 3.2 Your ordinary remuneration will be fixed from time to time in accordance with the Articles by the shareholders of the Company at its general meetings.
- 3.3 During the Term, the Company shall reimburse you of all reasonable expenses properly and reasonably incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.

### **4. RESTRICTIONS ON SHARE DEALINGS**

- 4.1 During the Term, you shall comply with (i) every applicable laws, rules and regulations, including but not limited to the Listing Rules and the SFO; and (ii) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.
- 4.2 For the purpose of this letter, the “**Group**” means the Company, its subsidiaries (having the meaning ascribed thereto in the Listing Rules) and the PRC operating entities (the financial results of which have been consolidated and accounted for as subsidiaries of the Company by virtue of the contractual arrangements) from time to time.

### **5. TERMINATION**

- 5.1 Your appointment as an independent non-executive director of the Company hereunder shall be subject to termination by the Company at any time by summary notice in writing if you commit any breach of any of your material obligations and/or undertakings hereunder or commits an act of bankruptcy or commits any act which would, under any applicable laws, rules and regulations, permit the Company to terminate your appointment hereunder.

- 5.2 You and the Company shall be entitled to terminate your appointment as an independent non-executive director of the Company hereunder at any time by giving to the other party at least three (3) month's notice in writing.
- 5.3 On the termination of your appointment as an independent non-executive director of the Company hereunder (howsoever arising) becoming effective, you shall automatically be removed from your position with immediate effect.
- 5.4 Termination of your appointment as an independent non-executive director of the Company hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of Clause 7.

**6. INSURANCE**

You will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board.

**7. CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS**

- 7.1 You confirm that you owe a fiduciary and diligent duty and obligation to the Company and that you shall not at any time during the Term engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.
- 7.2 You undertake to the Company that you will not either during the continuance of your appointment hereunder or at any time thereafter divulge or communicate to any person whomsoever or to anybody corporate or unincorporate, use or employ for your own purposes or for any purposes other than those of the Group, and shall prevent the unauthorized publication or disclosure or use of, any trade secret or any confidential information concerning the business or finances of any member of the Group, including without limitation all data, manuals and instructions, customer lists, supplier lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known) or any of its dealings, transactions or affairs which may come to your knowledge during or in the course of your appointment.
- 7.3 Forthwith upon the termination of your appointment as an independent non-executive director of the Company hereunder, and/or at any other time if the Company shall so request, you shall deliver to the Company all books, records (including but not limited to those in machine readable or eye readable form), memorandum, reports, documents, papers, materials, correspondence and accounts made or compiled by or delivered to you during your appointment as an independent non-executive director of the Company hereunder and concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that the property in all such documents as aforesaid shall at all times be vested in the relevant member of the Group.
- 7.4 You shall not at any time during the Term and within one (1) year from the date of expiry or sooner determination of the Term, in any country or place where any member of the Group has carried on business, carry on or be concerned or interested, directly or indirectly, whether as a shareholder, employee, director, consultant, adviser, partner or agent and whether alone or jointly with others, in any types of business carried on by any member of the Group during the continuance of your appointment as an independent non-executive director of the Company, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognized stock exchange).

- 7.5 You shall not at any time during the Term and within one (1) year from the date of expiry or sooner determination of the Term, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporate who now is, or at any time during or at the date of the termination of your appointment as an independent non-executive director of the Company may have become, a customer or supplier or prospective customer or supplier of any member of the Group and with whom you had personal contact or dealings during your appointment as an independent non-executive director of the Company.
- 7.6 You shall not at any time during the Term and within one (1) year from the date of expiry or sooner determination of the Term, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who now is, or at any time during or at the date of the termination of your appointment as an independent non-executive director of the Company may have become, an employee or consultant of any member of the Group and with whom you had contact during your appointment as an independent non-executive director of the Company.
- 7.7 While the restrictions contained in this Clause 7 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Group but would be valid if part of the wordings thereof were deleted or the periods (if any) thereof were reduced or area dealt with thereby were reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 7.8 Nothing in this Clause 7 prevents any confidential information being disclosed (i) with the prior written approval of the Company; or (ii) to the extent permitted by applicable law, immediately, and in any event within 24 hours upon your awareness of the requirement to disclose and prior to such disclosure, notify the Company of such requirement in order to enable the Company to seek an appropriate protective order or other remedies, to take such steps at the Company's own expense as reasonably requested by the Company to resist or narrow the scope of the disclosure and to comply with the Company's reasonable requests as to the terms of any such disclosure. If failing the obtaining of an appropriate remedy to prevent such disclosure, you are compelled to disclose such relevant confidential information, you shall only make the minimum disclosure that you are legally compelled to do. In any event, you will not oppose action by the Company to obtain an appropriate remedy to prevent such disclosure or other reliable assurance that the confidential information that are so disclosed will be accorded confidential treatment.
- 7.9 Each undertaking contained in this Clause 7 shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind you.

## **8. NOTICES**

- 8.1 Each notice, demand or other communication given or made hereunder shall be in writing and delivered or sent by post or airmail to the relevant party at its address set out below (or such other address as the addressee has by three (3) days' prior written notice specified to the other party):-

To the Company:                      Maples Corporate Services Limited

PO Box 309, Ugland House  
Grand Cayman  
KY1-1104  
Cayman Islands

To you: No. 777, Guoding Road  
Yangpu District, Shanghai  
PRC  
Attention: Xu Qing (许庆)

- 8.2 Any notice, demand or other communication so addressed to the relevant party may be in English or in Chinese and shall be deemed to have been delivered (a) if given or made by post, three (3) business days after the date of dispatch; and (b) if given or made by hand, when delivered at the addresses referred to above.

**9. COUNTERPARTS**

This letter may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**10. ENTIRE AGREEMENT**

This letter constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

**11. GOVERNING LAW AND JURISDICTION**

This letter shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please confirm your acceptance as an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.



For and on behalf of  
**Genor Biopharma Holdings Limited**

  
Name: Ni Xin (倪昕)  
Title: Executive Director

I hereby confirm my acceptance as an independent non-executive director of **Genor Biopharma Holdings Limited** on and subject to the terms and on the conditions set out in this letter. I further confirm that I fully understand the contents of this letter and my duties and obligations as an independent non-executive director of the Company.



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Xu Qing (许庆)

**Genor Biopharma Holdings Limited**

December 4, 2025

To: **Chen Wen (陈文)**  
Room 201, Building 19  
Tianlin Ba Cun  
No. 486 Liuzhou Road  
Xuhui District, Shanghai  
PRC

Dear Chen Wen (陈文),

**Re: Genor Biopharma Holdings Limited, the name of which is proposed to be changed to Edding Genor Group Holdings Limited (“Company”)**

**Independent Non-Executive Director**

We hereby appoint you as an independent non-executive director of the Company on and subject to the terms and conditions specified herein.

**1. APPOINTMENT AND TERM**

- 1.1 Your appointment as an independent non-executive director of the Company shall commence from the completion of the proposed merger and reverse takeover (the “**Proposed Merger**”) of Edding Group Company Limited by the Company and continue for a period of three years after or until the third annual general meeting of the Company since the date of completion of the Proposed Merger (subject always to re-election as and when required under the articles of association of the Company, as amended and supplemented from time to time (“**Articles**”)) unless otherwise terminated in accordance with the terms and conditions specified herein (“**Term**”).
- 1.2 Your continuing appointment as an independent non-executive director of the Company is subject to the terms of this letter, the provisions of the Company’s memorandum of association (as amended and supplemented from time to time), the Articles, the terms of reference of the Company’s board of directors (“**Board**”) committees (as may be amended from time to time), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“**Stock Exchange**”) (“**Listing Rules**”) (as amended from time to time) and any other applicable laws, rules and regulations.

**2. DIRECTOR’S DUTIES AND SERVICES**

- 2.1 You in your office as an independent non-executive director of the Company shall:-
- (a) devote such of your time and your attention and skill as may reasonably be required to discharge the duties of your office;
  - (b) faithfully and diligently perform such duties and exercise such powers consistent with the office to which you are appointed; and
  - (c) comply with all applicable laws, rules and regulations (as amended from time to time), including but not limited to the Listing Rules, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended from time to time) (“**SFO**”)

and rules made thereunder, and the Company's rules, regulations, policies and procedures from time to time in force.

- 2.2 You will generally be required to attend general meetings of the Company, meetings of the Board and of any Board committees to which you might be appointed as the chairperson or a member. If you are unavoidably unable to attend, as much prior notice as required under the Articles, the Listing Rules or any other applicable laws, rules and regulations should be given to the chairman of the Board.
- 2.3 You shall at all times keep the Board promptly and fully informed (in writing if so requested) of all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you, including all interests in the shares required to be disclosed by you under the SFO, and any of your business or other activities which would or is likely to cause you to be in conflict with the interests of the Company or any of its subsidiaries.
- 2.4 You undertake to the Company to inform the Board if you cease to qualify, or if you come to know of any circumstances that may render you being no longer qualified as an independent non-executive director of the Company under the Listing Rules, the Articles or any other applicable laws, rules and regulations. If the Board or the Stock Exchange considers that you are no longer qualified as an independent non-executive director of the Company and informs you thereof, your appointment will terminate automatically and you shall tender your resignation as an independent non-executive director of the Company.

### **3. REMUNERATION AND EXPENSES**

- 3.1 The remuneration for serving as the independent non-executive director of the Company shall be RMB420,000 before tax per financial year (pro rata if less than one financial year), starting from the date of completion of the Proposed Merger. Payment shall be made quarterly.
- 3.2 Your ordinary remuneration will be fixed from time to time in accordance with the Articles by the shareholders of the Company at its general meetings.
- 3.3 During the Term, the Company shall reimburse you of all reasonable expenses properly and reasonably incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.

### **4. RESTRICTIONS ON SHARE DEALINGS**

- 4.1 During the Term, you shall comply with (i) every applicable laws, rules and regulations, including but not limited to the Listing Rules and the SFO; and (ii) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.
- 4.2 For the purpose of this letter, the “**Group**” means the Company, its subsidiaries (having the meaning ascribed thereto in the Listing Rules) and the PRC operating entities (the financial results of which have been consolidated and accounted for as subsidiaries of the Company by virtue of the contractual arrangements) from time to time.

### **5. TERMINATION**

- 5.1 Your appointment as an independent non-executive director of the Company hereunder shall be subject to termination by the Company at any time by summary notice in writing if you commit any breach of any of your material obligations and/or undertakings hereunder or

commits an act of bankruptcy or commits any act which would, under any applicable laws, rules and regulations, permit the Company to terminate your appointment hereunder.

- 5.2 You and the Company shall be entitled to terminate your appointment as an independent non-executive director of the Company hereunder at any time by giving to the other party at least three (3) month's notice in writing.
- 5.3 On the termination of your appointment as an independent non-executive director of the Company hereunder (howsoever arising) becoming effective, you shall automatically be removed from your position with immediate effect.
- 5.4 Termination of your appointment as an independent non-executive director of the Company hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of Clause 7.

## **6. INSURANCE**

You will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board.

## **7. CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS**

- 7.1 You confirm that you owe a fiduciary and diligent duty and obligation to the Company and that you shall not at any time during the Term engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.
- 7.2 You undertake to the Company that you will not either during the continuance of your appointment hereunder or at any time thereafter divulge or communicate to any person whomsoever or to anybody corporate or unincorporate, use or employ for your own purposes or for any purposes other than those of the Group, and shall prevent the unauthorized publication or disclosure or use of, any trade secret or any confidential information concerning the business or finances of any member of the Group, including without limitation all data, manuals and instructions, customer lists, supplier lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known) or any of its dealings, transactions or affairs which may come to your knowledge during or in the course of your appointment.
- 7.3 Forthwith upon the termination of your appointment as an independent non-executive director of the Company hereunder, and/or at any other time if the Company shall so request, you shall deliver to the Company all books, records (including but not limited to those in machine readable or eye readable form), memorandum, reports, documents, papers, materials, correspondence and accounts made or compiled by or delivered to you during your appointment as an independent non-executive director of the Company hereunder and concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that the property in all such documents as aforesaid shall at all times be vested in the relevant member of the Group.
- 7.4 You shall not at any time during the Term and within one (1) year from the date of expiry or sooner determination of the Term, in any country or place where any member of the Group has carried on business, carry on or be concerned or interested, directly or indirectly, whether as a shareholder, employee, director, consultant, adviser, partner or agent and whether alone or jointly with others, in any types of business carried on by any member of the Group during the continuance of your appointment as an independent non-executive director of the

Company, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognized stock exchange).

- 7.5 You shall not at any time during the Term and within one (1) year from the date of expiry or sooner determination of the Term, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporate who now is, or at any time during or at the date of the termination of your appointment as an independent non-executive director of the Company may have become, a customer or supplier or prospective customer or supplier of any member of the Group and with whom you had personal contact or dealings during your appointment as an independent non-executive director of the Company.
- 7.6 You shall not at any time during the Term and within one (1) year from the date of expiry or sooner determination of the Term, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who now is, or at any time during or at the date of the termination of your appointment as an independent non-executive director of the Company may have become, an employee or consultant of any member of the Group and with whom you had contact during your appointment as an independent non-executive director of the Company.
- 7.7 While the restrictions contained in this Clause 7 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Group but would be valid if part of the wordings thereof were deleted or the periods (if any) thereof were reduced or area dealt with thereby were reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 7.8 Nothing in this Clause 7 prevents any confidential information being disclosed (i) with the prior written approval of the Company; or (ii) to the extent permitted by applicable law, immediately, and in any event within 24 hours upon your awareness of the requirement to disclose and prior to such disclosure, notify the Company of such requirement in order to enable the Company to seek an appropriate protective order or other remedies, to take such steps at the Company's own expense as reasonably requested by the Company to resist or narrow the scope of the disclosure and to comply with the Company's reasonable requests as to the terms of any such disclosure. If failing the obtaining of an appropriate remedy to prevent such disclosure, you are compelled to disclose such relevant confidential information, you shall only make the minimum disclosure that you are legally compelled to do. In any event, you will not oppose action by the Company to obtain an appropriate remedy to prevent such disclosure or other reliable assurance that the confidential information that are so disclosed will be accorded confidential treatment.
- 7.9 Each undertaking contained in this Clause 7 shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind you.

## **8. NOTICES**

- 8.1 Each notice, demand or other communication given or made hereunder shall be in writing and delivered or sent by post or airmail to the relevant party at its address set out below (or such

other address as the addressee has by three (3) days' prior written notice specified to the other party):-

To the Company:       Maples Corporate Services Limited  
PO Box 309, Ugland House  
Grand Cayman  
KY1-1104  
Cayman Islands

To you:                 Room 201, Building 19  
Tianlin Ba Cun  
No. 486 Liuzhou Road  
Xuhui District, Shanghai  
PRC  
Attention: Chen Wen (陈文)

- 8.2 Any notice, demand or other communication so addressed to the relevant party may be in English or in Chinese and shall be deemed to have been delivered (a) if given or made by post, three (3) business days after the date of dispatch; and (b) if given or made by hand, when delivered at the addresses referred to above.

**9. COUNTERPARTS**

This letter may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**10. ENTIRE AGREEMENT**

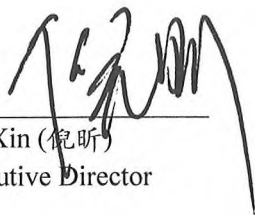
This letter constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

**11. GOVERNING LAW AND JURISDICTION**

This letter shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please confirm your acceptance as an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

For and on behalf of  
**Genor Biopharma Holdings Limited**

A handwritten signature in black ink, appearing to be 'Ni Xin', written over a horizontal line.

Name: Ni Xin (倪昕)

Title: Executive Director



I hereby confirm my acceptance as an independent non-executive director of **Genor Biopharma Holdings Limited** on and subject to the terms and on the conditions set out in this letter. I further confirm that I fully understand the contents of this letter and my duties and obligations as an independent non-executive director of the Company.

A handwritten signature in black ink, appearing to read 'Chen Wen', written over a horizontal line.

CHEN Wen

**Genor Biopharma Holdings Limited**

December 4, 2025

To: **Zheng Jingjing (郑晶晶)**  
Room 1202, Building 3  
Lane 95, Dongyu Road  
Pudong New Area, Shanghai  
PRC

Dear Zheng Jingjing (郑晶晶),

**Re: Genor Biopharma Holdings Limited, the name of which is proposed to be changed to Edding Genor Group Holdings Limited (“Company”)**

**Independent Non-Executive Director**

We hereby appoint you as an independent non-executive director of the Company on and subject to the terms and conditions specified herein.

**1. APPOINTMENT AND TERM**

- 1.1 Your appointment as an independent non-executive director of the Company shall commence from the completion of the proposed merger and reverse takeover (the “**Proposed Merger**”) of Edding Group Company Limited by the Company and continue for a period of three years after or until the third annual general meeting of the Company since the date of the completion of Proposed Merger (subject always to re-election as and when required under the articles of association of the Company, as amended and supplemented from time to time (“**Articles**”)) unless otherwise terminated in accordance with the terms and conditions specified herein (“**Term**”).
- 1.2 Your continuing appointment as an independent non-executive director of the Company is subject to the terms of this letter, the provisions of the Company’s memorandum of association (as amended and supplemented from time to time), the Articles, the terms of reference of the Company’s board of directors (“**Board**”) committees (as may be amended from time to time), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“**Stock Exchange**”) (“**Listing Rules**”) (as amended from time to time) and any other applicable laws, rules and regulations.

**2. DIRECTOR’S DUTIES AND SERVICES**

- 2.1 You in your office as an independent non-executive director of the Company shall:-
- (a) devote such of your time and your attention and skill as may reasonably be required to discharge the duties of your office;
  - (b) faithfully and diligently perform such duties and exercise such powers consistent with the office to which you are appointed; and
  - (c) comply with all applicable laws, rules and regulations (as amended from time to time), including but not limited to the Listing Rules, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended from time to time) (“**SFO**”)

and rules made thereunder, and the Company's rules, regulations, policies and procedures from time to time in force.

- 2.2 You will generally be required to attend general meetings of the Company, meetings of the Board and of any Board committees to which you might be appointed as the chairperson or a member. If you are unavoidably unable to attend, as much prior notice as required under the Articles, the Listing Rules or any other applicable laws, rules and regulations should be given to the chairman of the Board.
- 2.3 You shall at all times keep the Board promptly and fully informed (in writing if so requested) of all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you, including all interests in the shares required to be disclosed by you under the SFO, and any of your business or other activities which would or is likely to cause you to be in conflict with the interests of the Company or any of its subsidiaries.
- 2.4 You undertake to the Company to inform the Board if you cease to qualify, or if you come to know of any circumstances that may render you being no longer qualified as an independent non-executive director of the Company under the Listing Rules, the Articles or any other applicable laws, rules and regulations. If the Board or the Stock Exchange considers that you are no longer qualified as an independent non-executive director of the Company and informs you thereof, your appointment will terminate automatically and you shall tender your resignation as an independent non-executive director of the Company.

### **3. REMUNERATION AND EXPENSES**

- 3.1 The remuneration for serving as the independent non-executive director of the Company shall be RMB420,000 before tax per financial year (pro rata if less than one financial year), starting from the date of the completion of Proposed Merger. Payment shall be made quarterly.
- 3.2 Your ordinary remuneration will be fixed from time to time in accordance with the Articles by the shareholders of the Company at its general meetings.
- 3.3 During the Term, the Company shall reimburse you of all reasonable expenses properly and reasonably incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require.

### **4. RESTRICTIONS ON SHARE DEALINGS**

- 4.1 During the Term, you shall comply with (i) every applicable laws, rules and regulations, including but not limited to the Listing Rules and the SFO; and (ii) every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.
- 4.2 For the purpose of this letter, the “**Group**” means the Company, its subsidiaries (having the meaning ascribed thereto in the Listing Rules) and the PRC operating entities (the financial results of which have been consolidated and accounted for as subsidiaries of the Company by virtue of the contractual arrangements) from time to time.

### **5. TERMINATION**

- 5.1 Your appointment as an independent non-executive director of the Company hereunder shall be subject to termination by the Company at any time by summary notice in writing if you commit any breach of any of your material obligations and/or undertakings hereunder or

commits an act of bankruptcy or commits any act which would, under any applicable laws, rules and regulations, permit the Company to terminate your appointment hereunder.

- 5.2 You and the Company shall be entitled to terminate your appointment as an independent non-executive director of the Company hereunder at any time by giving to the other party at least three (3) month's notice in writing.
- 5.3 On the termination of your appointment as an independent non-executive director of the Company hereunder (howsoever arising) becoming effective, you shall automatically be removed from your position with immediate effect.
- 5.4 Termination of your appointment as an independent non-executive director of the Company hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of Clause 7.

## **6. INSURANCE**

You will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board.

## **7. CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS**

- 7.1 You confirm that you owe a fiduciary and diligent duty and obligation to the Company and that you shall not at any time during the Term engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.
- 7.2 You undertake to the Company that you will not either during the continuance of your appointment hereunder or at any time thereafter divulge or communicate to any person whomsoever or to anybody corporate or unincorporate, use or employ for your own purposes or for any purposes other than those of the Group, and shall prevent the unauthorized publication or disclosure or use of, any trade secret or any confidential information concerning the business or finances of any member of the Group, including without limitation all data, manuals and instructions, customer lists, supplier lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known) or any of its dealings, transactions or affairs which may come to your knowledge during or in the course of your appointment.
- 7.3 Forthwith upon the termination of your appointment as an independent non-executive director of the Company hereunder, and/or at any other time if the Company shall so request, you shall deliver to the Company all books, records (including but not limited to those in machine readable or eye readable form), memorandum, reports, documents, papers, materials, correspondence and accounts made or compiled by or delivered to you during your appointment as an independent non-executive director of the Company hereunder and concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that the property in all such documents as aforesaid shall at all times be vested in the relevant member of the Group.
- 7.4 You shall not at any time during the Term and within one (1) year from the date of expiry or sooner determination of the Term, in any country or place where any member of the Group has carried on business, carry on or be concerned or interested, directly or indirectly, whether as a shareholder, employee, director, consultant, adviser, partner or agent and whether alone or jointly with others, in any types of business carried on by any member of the Group during the continuance of your appointment as an independent non-executive director of the

Company, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognized stock exchange).

- 7.5 You shall not at any time during the Term and within one (1) year from the date of expiry or sooner determination of the Term, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporate who now is, or at any time during or at the date of the termination of your appointment as an independent non-executive director of the Company may have become, a customer or supplier or prospective customer or supplier of any member of the Group and with whom you had personal contact or dealings during your appointment as an independent non-executive director of the Company.
- 7.6 You shall not at any time during the Term and within one (1) year from the date of expiry or sooner determination of the Term, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who now is, or at any time during or at the date of the termination of your appointment as an independent non-executive director of the Company may have become, an employee or consultant of any member of the Group and with whom you had contact during your appointment as an independent non-executive director of the Company.
- 7.7 While the restrictions contained in this Clause 7 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Group but would be valid if part of the wordings thereof were deleted or the periods (if any) thereof were reduced or area dealt with thereby were reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 7.8 Nothing in this Clause 7 prevents any confidential information being disclosed (i) with the prior written approval of the Company; or (ii) to the extent permitted by applicable law, immediately, and in any event within 24 hours upon your awareness of the requirement to disclose and prior to such disclosure, notify the Company of such requirement in order to enable the Company to seek an appropriate protective order or other remedies, to take such steps at the Company's own expense as reasonably requested by the Company to resist or narrow the scope of the disclosure and to comply with the Company's reasonable requests as to the terms of any such disclosure. If failing the obtaining of an appropriate remedy to prevent such disclosure, you are compelled to disclose such relevant confidential information, you shall only make the minimum disclosure that you are legally compelled to do. In any event, you will not oppose action by the Company to obtain an appropriate remedy to prevent such disclosure or other reliable assurance that the confidential information that are so disclosed will be accorded confidential treatment.
- 7.9 Each undertaking contained in this Clause 7 shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind you.

## **8. NOTICES**

- 8.1 Each notice, demand or other communication given or made hereunder shall be in writing and delivered or sent by post or airmail to the relevant party at its address set out below (or such

other address as the addressee has by three (3) days' prior written notice specified to the other party):-

To the Company: Maples Corporate Services Limited  
PO Box 309, Ugland House  
Grand Cayman  
KY1-1104  
Cayman Islands

To you: Room 1202, Building 3  
Lane 95, Dongyu Road  
Pudong New Area, Shanghai  
PRC  
Attention: Zheng Jingjing (郑晶晶)

- 8.2 Any notice, demand or other communication so addressed to the relevant party may be in English or in Chinese and shall be deemed to have been delivered (a) if given or made by post, three (3) business days after the date of dispatch; and (b) if given or made by hand, when delivered at the addresses referred to above.

**9. COUNTERPARTS**

This letter may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**10. ENTIRE AGREEMENT**

This letter constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

**11. GOVERNING LAW AND JURISDICTION**

This letter shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please confirm your acceptance as an independent non-executive director of the Company as stated herein by signing and returning to us a copy of this letter.

For and on behalf of  
**Genor Biopharma Holdings Limited**

  
\_\_\_\_\_  
Name: Ni Xin (倪昕)  
Title: Executive Director

I hereby confirm my acceptance as an independent non-executive director of **Genor Biopharma Holdings Limited** on and subject to the terms and on the conditions set out in this letter. I further confirm that I fully understand the contents of this letter and my duties and obligations as an independent non-executive director of the Company.

A handwritten signature in black ink, consisting of the Chinese characters '郑晶晶' (Zheng Jingjing) in a cursive style.

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Zheng Jingjing (郑晶晶)