

SALE AND PURCHASE AGREEMENT

This SALE AND PURCHASE AGREEMENT (this “Agreement”) is made and entered into on 28 April, 2025 by and among:

1. China NT Pharma Group Company Limited, a company incorporated in the Cayman Islands with limited liability, whose registered office is at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands, the shares of which are listed on the main board of the Stock Exchange under stock code 01011 (the “Buyer” or “Company”);
2. The entities whose details are set out in Schedule I (each, a “Seller” and collectively, the “Sellers”);

Each of the parties to this Agreement is referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. The Sellers are the owners, or are otherwise able to procure the transfer, of the legal and beneficial title to the number of Sale Shares set out opposite their respective names in Schedule I.
- B. The Target Companies indirectly hold 58.11% equity interest in the OpCo.
- C. The OpCo have been or will be engaged in the business of research and development, manufacturing, marketing and sales of X-Ray Bone Density Measuring Software (X射线骨密度检测软件) and Mobile Digital X-Ray Diagnostic Robot System (便携式X射线摄影系统) (the “Business”).
- D. The Sellers intend to sell, and the Buyer intends to acquire, the entire issued share capital of each of the Target Companies in accordance with and subject to the terms of this Agreement.

WITNESSETH

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereto hereby agree as follows:

1. Definitions.

- 1.1 The following terms shall have the meanings ascribed to them below:

“Accounting Standards” means Hong Kong Financial Reporting Standards (HKFRS), applied on a consistent basis.

“Action” means any charge, claim, action, complaint, petition, investigation, appeal, suit, litigation, grievance, inquiry or other proceeding, whether administrative, civil, regulatory or criminal, whether at law or in equity, or otherwise under any

applicable Law, and whether or not before any mediator, arbitrator or Governmental Authority.

“Affiliate” means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person.

“Articles” means the amended and restated articles of association of the Company, as may be further amended and/or restated from time to time.

“Associate” means, with respect to any Person, (a) a corporation or organization (other than the Target Group Companies) of which such Person is an officer or partner or is, directly or indirectly, the record or beneficial owner of ten (10) percent or more of any class of Equity Securities of such corporation or organization, (b) any trust or other estate in which such Person has a substantial beneficial interest or as to which such Person serves as trustee or in a similar capacity, or (c) any relative or spouse of such Person, or any relative of such spouse.

“Benefit Plan” means any employment Contract, deferred compensation Contract, bonus plan, incentive plan, profit sharing plan, mandatory provident scheme, occupational retirement scheme, retirement Contract or other employment compensation Contract or any other plan which provides or provided benefits for any past or present employee, officer, consultant, and/or director of a Person or with respect to which contributions are or have been made on account of any past or present employee, officer, consultant, and/or director of such a Person.

“Business Day” means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by law to be closed in Hong Kong.

“Charter Documents” means, with respect to a particular legal entity, the articles of incorporation, certificate of incorporation, formation or registration (including, if applicable, certificates of change of name), memorandum of association, articles of association, bylaws, articles of organization, limited liability company agreement, trust deed, trust instrument, operating agreement, joint venture agreement, business license, or similar or other constitutive, governing, or charter documents, or equivalent documents, of such entity.

“Company Owned IP” means all Intellectual Property owned by, purported to be owned by, or exclusively licensed to, the Target Group Companies.

“Company Registered IP” means all Intellectual Property for which registrations are owned by or held in the name of, or for which applications have been made in the name of, any Target Group Company.

“Confidential Information” means all information used in or otherwise relating to any Target Group Company’s business, customers, plans, prospects or financial or other affairs that is not publicly known, and the terms and conditions and existence of the Transaction Agreements.

“Consent” means any consent, approval, authorization, release, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration,

certificate, declaration or filing with, or report or notice to, any Person, including any Governmental Authority.

“Consideration Shares” means a maximum of 274,751,679 new ordinary shares with a par value of USD0.0000008 each to be issued by the Buyer to the Sellers at the Issue Price in accordance with Clause 2.3 as consideration for the Sale Shares.

“Contract” means a contract, agreement, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.

“Control” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise; provided that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms **“Controlled”** and **“Controlling”** have meanings correlative to the foregoing.

“Data Protection Laws” means all Laws relating to data protection, the processing of personal data, investigatory powers, privacy, electronic communications and other related matters.

“Equity Securities” means, with respect to any Person that is a legal entity, any and all shares of capital stock, membership interests, units, profits interests, ownership interests, equity interests, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, preemptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing.

“Governmental Authority” means any government of any nation, federation, province or state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality of any country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

“Governmental Order” means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“HKD” means Hong Kong dollars, the lawful currency of Hong Kong.

“Indebtedness” of any Person means, without duplication, each of the following of such Person: (a) all indebtedness for borrowed money, (b) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than

trade payables entered into in the ordinary course of business), (c) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced that are incurred in connection with the acquisition of properties, assets or businesses, (e) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (f) all obligations that are capitalized (including capitalized lease obligations), (g) all obligations under banker's acceptance, letter of credit or similar facilities, (h) all obligations to purchase, redeem, retire, defease or otherwise acquire for value any Equity Securities of such Person, (i) all obligations in respect of any interest rate swap, hedge or cap agreement, and (j) all guarantees issued in respect of the Indebtedness referred to in clauses (a) through (i) above of any other Person, but only to the extent of the Indebtedness guaranteed.

"Indemnifiable Loss" means, with respect to any Person, any action, claim, cost, damage, deficiency, diminution in value, disbursement, expense, liability, loss, obligation, penalty or settlement of any kind or nature imposed on or otherwise incurred or suffered by such Person, including without limitation, reasonable legal, accounting and other professional fees and expenses incurred in the investigation, collection, prosecution and defense of claims and amounts paid in settlement and Taxes payable by such Person by reason of the indemnification.

"Intellectual Property" means any and all (a) patents, patent rights and applications therefor and reissues, reexaminations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (b) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (c) registered and unregistered copyrights, software copyright, copyright registrations and applications, mask works and registrations and applications therefor, author's rights and works of authorship (including artwork, software, computer programs, source code, object code and executable code, firmware, development tools, files, records and data, and related documentation), (d) URLs, web sites, web pages and any part thereof, (e) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary processes, technology, formulae, and algorithms and other intellectual property, (f) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, and (g) the goodwill symbolized or represented by the foregoing, including but not limited to those set out in Schedule VII hereto.

"Issue Price" means HKD0.45 per Consideration Share to be issued by the Company.

"Key Employees" means all employees of the Target Group Companies listed on Schedule IV.

"Knowledge" means, the actual knowledge of any direct or indirect shareholder of the Sellers or any other individual Controlling the Sellers or their Key Employees and the director or Key Employees of the Buyers, and that knowledge which should have been acquired by each such individual after making such due inquiry and

exercising such due diligence as a prudent business person would have made or exercised in the management of his or her business affairs, including but not limited to, with respect to Knowledge of the Sellers, due inquiry of all officers, directors, employees, consultants and professional advisers (including attorneys, accountants and auditors) of the Target Group Companies and of their Affiliates who could reasonably be expected to have knowledge of the matters in question, and where any statement in the representations and warranties hereunder is expressed to be given or made to a Person's Knowledge, or so far as a party is aware, or is qualified in some other manner having a similar effect, the statement shall be deemed to be supplemented by the additional statement that such party has made such due inquiry and due diligence.

“Law” or “Laws” means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any formally issued written interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable Governmental Orders.

“Liabilities” means, with respect to any Person, all liabilities, obligations and commitments of such Person of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due.

“Lien” means any claim, charge, easement, encumbrance, lease, covenant, security interest, lien, option, pledge, rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by Contract, understanding, law, equity or otherwise.

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange for the time being in force.

“Long Stop Date” means 28 August 2025, or such other date as the parties to this Agreement may agree in writing.

“Material Adverse Effect” means any (a) event, occurrence, fact, condition, change or development that has had, has, or could reasonably be expected to have, individually or together with other events, occurrences, facts, conditions, changes or developments, a material adverse effect on the business, properties, assets, employees, operations, results of operations, condition (financial or otherwise), prospects, assets or liabilities of the Target Group Companies taken as a whole, (b) material impairment of the ability of any Party to perform the material obligations of such party under any Transaction Documents, or (c) material impairment of the validity or enforceability of this Agreement or any other Transaction Document against any Party hereto or thereto.

“Person” means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

“Related Party” means any Affiliate, officer, director, supervisory board member and employee of Buyers and Sellers or holder of any Equity Security of Sellers, and any Affiliate or Associate of any of the foregoing.

“Relevant Sale Shares” means, in relation to a Seller, those of the Shares which are to be sold by that Seller under this Agreement and in respect of which it is identified as a Seller in Schedule I.

“RMB” means Renminbi, the lawful currency in the PRC.

“OpCo” means Zhejiang Kangyuan Medical Equipment Co., Ltd* (浙江康源医疗器械有限公司), a company established under the laws of the PRC with limited liability, whose registered office is at 3/F, Building 4, 16 Yuecheng Lane of Xixing Street, Binjiang District, Hangzhou, Zhejiang Province, the PRC (中国浙江省杭州市滨江区西兴街道越城巷16号4号楼3层).

“PRC” means the People’s Republic of China.

“Sale Shares” means the entirety (100%) of the Shares.

“Shares” means the ordinary shares and the preferred shares (if any) of the Target Companies.

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, including all source code and executable code, whether embodied in software, firmware or otherwise, documentation, development tools, designs, files, records, data and mask works; and (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, and all rights therein.

“Stock Exchange” means the Stock Exchange of Hong Kong Limited.

“Subsidiary” means, with respect to any given Person, any other Person that is Controlled directly or indirectly by such given Person. For the avoidance of doubt, a branch of any Target Group Company shall be deemed a Subsidiary of such Target Group Company.

“Target Companies” means collectively, the Target Company A, the Target Company B and the Target Company C.

“Target Company A” means Junbinxiongdi Limited, a company incorporated in the Cayman Islands with limited liability, whose registered office is at Suite 2206, Cassoa Court, 72 Market Street, Camana Bay, P.O. Box 32303, Grand Cayman KYI-1209, Cayman Islands.

“Target Company B” means Yue Hua Limited, a company incorporated in the Cayman Islands with limited liability, whose registered office is at Suite 2206, Cassoa Court, 72 Market Street, Camana Bay, P.O. Box 32303, Grand Cayman KYI-1209, Cayman Islands.

“Target Company C” means Zhong He Qun Lian Limited, a company incorporated in the Cayman Islands with limited liability, whose registered office is at Suite 2206, Cassoa Court, 72 Market Street, Camana Bay, P.O. Box 32303, Grand Cayman KYI-1209, Cayman Islands.

“Target Group Company” means each of, or collectively, the Target Companies, their respective Subsidiaries from time to time and the OpCo. In avoidance of doubt, “Target Group Company” shall include the companies listed in Schedule II.

“Tax” means (a) any national, provincial, municipal, or local taxes, charges, fees, levies, or other assessments, including, without limitation, all net income (including enterprise income tax and individual income withholding tax), turnover (including value-added tax, business tax, and consumption tax), resource (including urban and township land use tax), special purpose (including land value-added tax, urban maintenance and construction tax, and additional education fees), property (including urban real estate tax and land use fees), documentation (including stamp duty and deed tax), filing, recording, social insurance (including pension, medical, unemployment, housing, and other social insurance withholding), tariffs (including import duty and import value-added tax), and estimated and provisional taxes, charges, fees, levies, or other assessments of any kind whatsoever, (b) all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any item described in clause (a) above, and (c) any form of transferee liability imposed by any Governmental Authority in connection with any item described in clauses (a) and (b) above.

“Tax Return” means any return, report or statement showing Taxes, used to pay Taxes, or required to be filed with respect to any Tax (including any elections, declarations, schedules or attachments thereto, and any amendment thereof), including any information return, claim for refund, amended return or declaration of estimated or provisional Tax.

“Transaction Documents” means this Agreement, the Articles, and each of the other agreements and documents otherwise required in connection with implementing the transactions contemplated under any of the foregoing.

2. Sale and Purchase of Shares.

2.1 **Sale and Purchase of the Sale Shares.** Subject to the terms and conditions of this Agreement, at the Closing (as defined below), (i) each Seller shall sell, and the Buyer shall buy, its Relevant Sale Shares; and (ii) the Buyer shall issue the relevant portion of the Consideration Shares in accordance with Clause 2.4. The Relevant Sale Shares shall be sold free of any Lien and with all rights attached or accruing to them.

2.2 Each Seller severally covenants with the Buyer that:

(a) he or she has the right to transfer or procure the transfer of the full legal and beneficial interest in the Sale Shares to the Buyer on the terms of this Agreement, such Sale Shares being fully paid and beneficially owned by that Seller and registered in the Seller's name;

(b) he or she shall do everything reasonably required by the Buyer from time to time in order to vest the Sale Shares in the Buyer;

(c) he or she waives any rights of pre-emption or other restrictions on transfer in respect of the Relevant Sale Shares (or any of them) conferred on the Seller under

the relevant Target's articles of association or otherwise and shall, before Closing, procure the irrevocable waiver of any such right or restrictions conferred on any other person who is not a party to this Agreement.

2.3 The Buyer is not obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

2.4 **Consideration.**

- (a) The total consideration for the sale of the Sale Shares is RMB116,219,960 (equivalent to approximately HKD123,638,256 at exchange rate of HKD1.00 to RMB 0.94), which shall be satisfied by the Buyer allotting and issuing to each of the Sellers, credited as fully paid, Consideration Shares set out opposite their respective names in Schedule I.
- (b) Within 30 days from the Closing, the Buyer shall procure the Company to allot and issue 40% of the Consideration Shares to each of the Sellers on a pro rata basis.
- (c) The Buyer shall procure the Company to allot and issue 60% of the Consideration Shares to each of the Sellers on a pro rata basis within 30 days after successful completion of registration and having obtained medical device registration certificate of the Portable Digital X-Ray Diagnostic Robot System (便携式数字X射线诊断机器人系统) at Zhejiang Province Food and Drugs Administration (浙江省食品药品监督管理局).

2.5 **Lock-up.** Each of the Sellers agrees, covenants with and undertakes to the Buyer that without the prior written consent of the Buyer, it shall not, whether directly or indirectly, with respect to each Consideration Share, at any time during a period of three (3) years from the date of issuance of such Consideration Share, directly or indirectly, (i) dispose of, in any way, such Consideration Share or any interest in any company or entity holding such Consideration Share; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by Securities and Futures Commission of Hong Kong) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transactions.

2.6 By entering into this Agreement, the Sellers irrevocably acknowledge that the Buyer has made no representation, and specifically disclaims any representation, as to the value of the Consideration Shares to be issued by Company to the Sellers as consideration for the Sale Shares pursuant to this Agreement.

2.7 The Sellers further acknowledge and agree with the Buyer that the issue of the Consideration Shares by the Company to the Sellers in accordance with Clause 2.4(b) shall constitute full and valid discharge of the Buyer's obligations in respect of the consideration for the Sale Shares.

2.8 Subject to satisfaction of the conditions set out in Clause 6 and the Seller's performance of its obligations under Clause 3(c)2.3(c), If the Buyer fails to issue the

Consideration Shares to Sellers in accordance with Clause 2.4(c), the Sellers shall be entitled to initiate arbitration with HKIAC in accordance with Clause 10.4 to resolve any dispute.

3. **Closing.**

(a) **Closing.** The consummation of the sale and purchase of the Sale Shares pursuant to Section 2.1 (the “Closing”) shall take place remotely via the exchange of documents and signatures on the fifth (5th) Business Day after all closing conditions specified in Section 6 and Section 7 hereof have either been satisfied or waived in accordance with Section 6 and Section 7 (other than those conditions to be satisfied at the Closing, but subject to the satisfaction or waiver thereof at the Closing) or at such other time and place as the Company and the Buyer shall mutually agree in writing.

(b) **Deliveries by the Buyer at the Closing.** At the Closing, in addition to any items the delivery of which is made an express condition to the Buyer’s obligations at the Closing pursuant to Section 6, the Buyer shall deliver to the Sellers:

- (i) a certified copy of the resolution(s) passed by the Company’s shareholders approving this Agreement and authorising the allotment and issuance of the Consideration Shares, as referred to in Section 2.4;
- (ii) a certified copy of the resolution(s) of the Company’s board of directors approving this Agreement and authorising the allotment and issuance of the Consideration Shares, as referred to in Section 2.4;
- (iii) a certified copy of the resolution(s) of the Buyer’s board of directors approving this Agreement; and
- (iv) the original share certificates or equivalent documents in the name of the Company in respect of the Consideration Shares.

(c) **Deliveries by the Sellers at the Closing.** At the Closing, in addition to any items the delivery of which is made an express condition at the Closing pursuant to Section 6, each Seller shall deliver to the Buyer:

- (i) all necessary documents, duly executed, to enable title to its Relevant Sale Shares to pass fully and effectively into the name of the Buyer or such other person as the Buyer may nominate (including the original instrument of transfer duly executed by each Seller in respect of the Relevant Sale Shares in favour of the Buyer); and
- (ii) the original share certificates or equivalent documents in the name of each Seller in respect of the Relevant Sale Shares and all other original share certificates for all issued shares in the capital of each Target Group Company.

(d) **Transfer of the Sale Shares.** The Sellers shall provide all assistance reasonably required by the Buyer to complete the registration of the Buyer as owner of the Sale Shares at the General Registry of the Cayman Islands as soon as possible after Closing.

4. Representations and Warranties of the Sellers.

4.1 Subject to such exceptions as may be specifically set forth in the disclosure schedule delivered by the Sellers to the Buyer as of the date hereof (the "Disclosure Schedule", attached as Schedule V hereto) which forms part of the representation and warranties herein and which, to the extent necessary, may be updated by the Sellers prior to the Closing provided that such updated Disclosure Schedule shall be delivered no later than 10 Business Days before Closing and shall be reasonably satisfactory to the Buyer, each of the Sellers jointly and severally represents and warrants to the Buyer that the statements as set forth in Schedule VI are true, correct, complete and not misleading as of the Closing.

4.2 The Sellers waive and may not enforce any right which the Sellers may have against any the Buyer, or any director or employee of any Target Group Company, on which or on whom the Sellers may have relied in agreeing to any term of this Agreement or any statement in the Disclosure Schedule.

4.3 Each warranty is to be construed independently and is not limited or restricted by any other warranty or any other term of this Agreement.

5. Representations and Warranties of the Buyer. The Buyer hereby represents and warrants to the Company that:

5.1 Authorization. The Buyer has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out and perform its obligations thereunder. All actions on the part of the Buyer (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Transaction Documents to which it is a party, and the performance of all obligations of the Buyer thereunder, have been taken or will be taken prior to the Closing. Each Transaction Document will be duly executed and delivered by the Buyer (to the extent the Buyer is a party) on or prior to the Closing, and when duly executed and delivered, shall constitute valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

6. Conditions. The obligations of the Sellers and the Buyer to complete the sale and purchase of the Sale Shares are in all respects conditional on the satisfaction (or waiver, as the case may be) of the following matters (the "Conditions"):

6.1 Representations and Warranties. Each of the representations and warranties of the Sellers contained in Schedule VI shall have been true, accurate and complete when made and shall be true, accurate and complete on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing, except in either case for those representations and warranties that address matters only as of a

particular date, which representations will have been true, accurate and complete as of such particular date.

6.2 Satisfactory Due Diligence. The Buyer shall have completed (among others) financial, legal and business due diligence with respect to the Sale Shares and the Target Group and satisfied itself with the results thereof.

6.3 Sellers' Authorizations. All Consents required from any competent Governmental Authority or any other Person that must be obtained by any Target Group Company, OpCo or other Seller in connection with the consummation of the transactions or the conduct of business operations contemplated under the Transaction Documents (including but not limited to those related to the Business, the lawful sale and transfer of the Sale Shares, any waivers of notice requirements, rights of first refusal, preemptive rights, put or call rights, third party Consents), as well as all necessary board and shareholder approvals of the Target Group Companies, shall have been duly obtained, remain valid, and be effective as of the Closing. Evidence of such Consents shall have been delivered to the Buyer prior to the Closing.

6.4 No Material Adverse Effect. No Material Adverse Effect shall have occurred, and no event shall have occurred or arisen, and no circumstance shall exist, that would reasonably be expected to result in a Material Adverse Effect.

6.5 Paid Up Capital. The share capital of the OpCo should be fully paid-up before Closing. If there is any unpaid-up capital, the Sellers shall be liable to the Buyer for any shortfall of unpaid share capital as reflected on the Financial Statements.

6.6 No Prohibition. No provision of any applicable Laws shall prohibit (whether temporarily or permanently) or delay the consummation of any transactions or the conduct of business operations (including but not limited to the Business) contemplated under the Transaction Documents.

6.7 Stock Exchange Approval. The Stock Exchange shall have granted approval under Rule 14.44 of the Listing Rules for the listing of, and permission to deal in, the Consideration Shares and such approval and permission not being subsequently withdrawn or revoked by the Stock Exchange.

6.8 Buyer's Authorizations. The Company has published the announcement and the circular regarding this Agreement and the transactions contemplated thereunder in compliance with the requirements of Chapter 14 of the Listing Rules. The shareholders of the Company shall have passed a resolution, at a duly convened general meeting, authorising this Agreement and the allotment and issue of the Consideration Shares. The board of directors of the Company shall have passed a resolution authorising this Agreement and the allotment and issue of the Consideration Shares.

6.9 Performance. Each Seller shall have performed and complied with all obligations and conditions contained in the Transaction Documents that are required to be performed or complied with by them on or before the Closing.

6.10 Proceedings and Documents. All corporate and other proceedings in connection with the transactions to be completed at the Closing and all documents incident thereto, including without limitation written approval from all of the then current holders of equity interests of each Target Group Company, as applicable, with respect to this Agreement

and the other Transaction Documents and the transactions contemplated hereby and thereby, shall have been completed in form and substance reasonably satisfactory to the Buyer, and the Buyer shall have received all such counterpart original or other copies of such documents as it may reasonably request.

6.11 Transaction Documents. Each of the parties to the Transaction Documents, other than the Buyer, shall have executed and delivered such Transaction Documents to the Buyer.

7. Other Agreements.

7.1 Waiver and Fulfillment of Conditions. Conditions 6.6 to 6.7 shall not be subject to waiver by either party under any circumstances. The Buyer may, at its sole discretion, waive any of Conditions 6.1 to 6.5 by providing written notice to the Sellers from time to time. The Sellers may, at their sole discretion, waive Condition 6.8 by providing written notice to the Buyer from time to time. As of the date of this Agreement, neither the Sellers nor the Buyer has expressed any intention to waive any of the Conditions.

7.2 Compliance with Laws. The Sellers shall cause each Target Group Company to, use their respective best efforts to comply with all applicable Laws, including but not limited to applicable Laws relating to the Business, Intellectual Property, taxation, employment, social welfare, data protection and benefits and anti-bribery. Without prejudicing the generality of the foregoing, after the Closing and upon the written request by the Buyer, the Sellers shall cause such Target Group Company to, use best efforts to rectify any non-compliance with applicable Laws.

7.3 Facilitating the Closing. Each Party shall satisfy, facilitate or cause the satisfaction of all the conditions precedent set forth in Section 6.

7.4 Confidentiality.

- (a) The Sellers shall not, at any time between the Signing Date and Closing and after Closing:
 - (i) disclose any Confidential Information to any person;
 - (ii) use any Confidential Information for any purposes other than to the extent necessary for the operation of the Target Group Companies; or
 - (iii) cause or permit any disclosure of any Confidential Information, unless otherwise authorized by the Buyer in writing.
- (b) Subsection (b) above does not prevent the disclosing of Confidential Information in the following circumstances:
 - (i) where any Confidential Information is already available to or known by the public;
 - (ii) where Confidential Information is disclosed to the Party's directors, executives, employees, agents, professional advisors and the potential equity/debt investors and financing institutions who need to know it

strictly for the purposes of considering, evaluating or advising on or serving the transaction contemplated under this Agreement and who are subject to equivalent or stricter confidentiality obligations;

(iii) to the extent required by applicable mandatory Laws, provided that the party under obligation to disclose the Confidential Information shall promptly provide the other Parties with written notice of that fact so that such other Parties may seek a protective order, confidential treatment or other appropriate remedy and in any event the party under obligation to disclose shall furnish only the minimum amount of information that is legally required and shall exercise best efforts to obtain reliable assurance that confidential treatment will be accorded such information.

7.5 General Indemnity. Each Seller agrees to jointly and severally indemnify and hold harmless the Buyer and its Affiliates, directors, officers, agents and assigns (each an "Indemnified Party"), from and against any and all Indemnifiable Losses suffered by such Indemnified Party, directly or indirectly, as a result of, or based upon or arising from any inaccuracy in or breach or nonperformance of any of the representations, warranties, covenants or agreements made by any Seller in or pursuant to this Agreement or any other Transaction Document.

7.6 Intellectual Property related Indemnity. Without prejudice to the indemnity granted by the Sellers pursuant to Section 7.5 above, each Seller further agrees to jointly and severally indemnify and hold harmless any Indemnified Party from and against any and all Indemnifiable Losses suffered by such Indemnified Party, directly or indirectly, as a result of, or based upon or arising from any inaccuracy in or breach or nonperformance of any of the representations, warranties, covenants or agreements made by any Seller in or pursuant to paragraph 317 of Schedule VII to this Agreement.

8. Executory Period Covenants.

8.1 Access and Covenants. Between the date hereof and the Closing:

- (a) the Sellers shall permit the Buyer, or any representative thereof, to (a) visit and inspect the properties of the Target Group Companies, (b) inspect the contracts, books of account, records, ledgers, and other documents and data of the Target Group Companies, (c) discuss the business, affairs, finances and accounts of the Target Group Companies with officers and employees of the Target Group Companies, and (d) review such other information as the Buyer may reasonably request, in such a manner so as not to unreasonably interfere with their normal operations;
- (b) except as the Buyer otherwise agree in writing, each of the Target Group Companies shall (and the Sellers shall cause each of the Target Group Companies to) (a) conduct its business in the ordinary course consistent with past practice, as a going concern and in compliance with all applicable Laws and Contracts, (b) pay or perform its debts, taxes, and other obligations when due, (c) maintain its assets in a condition comparable to their current condition, reasonable wear, tear and depreciation excepted, (d) use best efforts to preserve intact its current business organizations and keep available the services of its current

officers and employees and preserve its relationships with customers, suppliers and others having business dealings with it and its reputation, and (e) take all actions reasonably necessary to consummate the transactions contemplated under this Agreement and the other Transaction Documents promptly, including carrying out all acts necessary to cause all of the conditions precedent of the Buyer to be satisfied.

8.2 Negative Covenants. Since 1 January 2025 and up to the Closing (both dates inclusive), except as the Buyer otherwise agree in writing or otherwise provided under this Agreement, the Sellers shall not permit any of the Target Group Companies to (a) take any action that would make any representation and warranty of the Sellers inaccurate at any Closing, (b) waive, release or assign any material right or claim, (c) take any action that would, in the opinion of the Buyer, materially impair the value of the Target Group Companies, (d) sell, purchase, assign, lease, transfer, pledge, encumber or otherwise dispose of any material asset, (e) issue, sell, or grant any Equity Security, (f) declare, issue, make, or pay any dividend or other distribution with respect to any Equity Security, (g) incur any indebtedness for borrowed money or capital lease commitments or assume or guarantee any indebtedness of any Person, (h) enter into any Contract or other transaction with any Related Party, or (i) authorize, approve or agree to any of the foregoing.

8.3 Information. Since 1 January 2025 and up to the Closing (both dates inclusive), the Sellers shall promptly notify the Buyer of (a) any Action commenced or threatened in writing against any Target Group Company or the Sellers; (b) any fact or event which comes to the knowledge of any Seller and is in any way inconsistent with any of the representations, warranties or covenants in this Agreement; or (c) any fact or event which comes to the knowledge of any Seller and might affect the willingness of a prudent buyer to purchase the Sale Shares on the terms contained in this Agreement or the amount of the consideration a prudent buyer would be prepared to pay for the Sale Shares.

8.4 Exclusivity. From the date hereof until the Closing, the Sellers shall not, and they shall not permit any of their Affiliates or representatives to, directly or indirectly solicit, initiate or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or approve or authorize any transaction with any Person that relates to equity/credit financing that would involve an investment in, purchase of shares of, or acquisition of any Target Group Company or any assets thereof or, in the opinion of the Buyer, would be in substitution or an alternative for or would otherwise impede or interfere with the transactions contemplated under the Transaction Documents. The Sellers shall, and shall cause their representatives and the other Target Group Companies to, immediately terminate all existing activities, discussions and negotiations with any third parties with respect to the foregoing, and if any of them hereafter receives any correspondence or communication that constitutes, or could reasonably be expected to lead to, any such transaction they shall immediately give notice thereof (including the third party and the material terms of such transaction) to the Buyer.

9. Termination.

9.1 Termination before the Closing. This Agreement may be terminated prior to the Closing (a) by mutual written consent of the Parties, (b) by either the Sellers acting jointly but not singly or the Buyer, by written notice to the other if there has been a material misrepresentation (or any representation or warranty made becomes untrue, inaccurate or misleading) or material breach of a covenant or agreement contained in this Agreement on the

part of the Buyer or any Seller, respectively, and such breach, if curable, has not been cured within 14 days of such notice, or (c) by the Buyer or Sellers if, due to change of applicable Laws, the consummation of the transactions contemplated hereunder would become prohibited under applicable Laws.

9.2 Termination for Non-Fulfillment of Conditions. If any Conditions under Section 6 above cannot be fulfilled or, where applicable, waived pursuant to Section 7.1 by the Long Stop Date, this Agreement shall terminate, and neither party shall have any further obligations or liabilities under this Agreement, except in respect of any antecedent breaches of its terms.

9.3 Effects of Termination. If this Agreement is terminated as provided under this Section 9, this Agreement will be of no further force or effect upon termination provided that (a) the termination will not relieve any Party from any liability for any breach of this Agreement and (b) Sections 7.4, 7.5, 9, 10.3, 10.4, 10.6 and 10.8 shall survive the termination of this Agreement.

10. Miscellaneous.

10.1 Further Assurances. Upon the terms and subject to the conditions herein, each of the Parties hereto agrees to use its best efforts to take or cause to be taken all actions, to do or cause to be done, to execute such further instruments, and to assist and cooperate with the other Parties hereto in doing, all things necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated under this Agreement and the other Transaction Documents (it being understood that no Party shall be obligated to grant any waiver of any condition or other waiver hereunder). Without prejudice to the generality of the foregoing, the Sellers shall procure that the Buyer will acquire access to the source codes of software the software copyright of which is owned by the Target Company and/ its subsidiaries, including but not limited to provision of any account number, password and any necessary assistance in making any changes to the relevant software depository account(s).

10.2 Successors and Assigns; No Third Party Beneficiaries. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto whose rights or obligations hereunder are affected by such terms and conditions. This Agreement and the rights and obligations therein may be assigned or transferred by the Buyer to its Affiliates but may not be assigned or transferred by any Seller without the prior written consent of the Buyer. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement or otherwise under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), except as expressly provided in this Agreement.

10.3 Governing Law. This Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of conflict of Laws thereunder.

10.4 Dispute Resolution.

(a) Any dispute, controversy, claim or difference of any kind whatsoever arising out of, relating to or in connection with this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof, the validity, scope and

enforceability of this arbitration provision and any dispute regarding non-contractual obligations arising out of or relating to it (the “Dispute”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the HKIAC Administered Arbitration Rules in force at the time of the commencement of the arbitration. However, if such rules are in conflict with the provisions of this Section 10.4, including the provisions concerning the appointment of arbitrators, the provisions of this Section 10.4 shall prevail.

(b) The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong.

(c) The number of arbitrators shall be three (3). The claimants in the Dispute shall nominate one (1) arbitrator, the respondents in the Dispute shall nominate one (1) arbitrator, and the arbitrators shall jointly select the third arbitrator who shall act as the presiding arbitrator of the arbitration tribunal. The language of the arbitration proceedings and written decisions or correspondence shall be English.

(d) Any party to the Dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the tribunal.

10.5 Notices. Any notice required or permitted pursuant to this Agreement shall be given in writing by next-day or second-day courier service, fax, electronic mail or similar means to the address of the relevant Party as shown on Schedule III (or at such other address as such Party may designate by fifteen (15) days’ advance written notice to the other Parties to this Agreement given in accordance with this Section 10.5). Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a written confirmation of delivery, and to have been effected at the earlier of (a) delivery (or when delivery is refused) and (b) expiration of two (2) Business Days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid, if such day is a Business Day and if sent during normal business hours of the recipient, otherwise the next Business Day. Notwithstanding the foregoing, to the extent a “with a copy to” address is designated, notice must also be given to such address in the manner above for such notice, request, consent or other communication hereunder to be effective.

10.6 Non-Compete. The Sellers shall not from the date hereof to Closing and within three (3) years of Closing:

(a) either on its own account or through any of its Affiliates or direct or indirect shareholders (but excluding the Target Group Companies and the Company and its subsidiaries), or in conjunction with or on behalf of any other Person, carry on or are engaged, concerned or interested directly or indirectly whether as shareholder, director, employee, partner, agent or otherwise carry on any business in direct competition with the Business;

- (b) solicit the custom of any Person to whom goods or services have been sold by any member of the Target Group Companies in the course of its business in the PRC and Hong Kong during the three (3) years before Closing;
- (c) solicit or entice away from the employment of any Target Group Company any person at present of any Target Group Company; or
- (d) assist any other person to do any of the foregoing things.

10.7 Rights Cumulative; Specific Performance. Each and all of the various rights, powers and remedies of a party hereto will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Party may have at Law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party. Without limiting the foregoing, the Parties hereto acknowledge and agree that irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive relief to address breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

10.8 Severability. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If, however, any provision of this Agreement shall be invalid, illegal, or unenforceable under any such applicable Law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such Law, or, if for any reason it is not deemed so modified, it shall be invalid, illegal, or unenforceable only to the extent that such invalidity, illegality, or limitation on enforceability does not affect the remaining provisions of this Agreement, or the validity, legality, or enforceability of such provision in any other jurisdiction.

10.9 Amendments and Waivers. Any term of this Agreement may be amended, only with the written consent of each of (a) the Buyer and (b) the Sellers. Notwithstanding the foregoing, the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Party against whom such waiver is sought.

10.10 No Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of, or failure to insist upon strict compliance with, any right, power or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right, power or remedy at any other time or times.

10.11 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval

of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

10.12 No Presumption. The Parties acknowledge that any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

10.13 Headings and Subtitles; Interpretation. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. Unless a provision hereof expressly provides otherwise: (a) the term "or" is not exclusive; (b) words in the singular include the plural, and words in the plural include the singular; (c) the terms "herein", "hereof", and other similar words refer to this Agreement as a whole and not to any particular section, subsection, paragraph, clause, or other subdivision; (d) the term "including" will be deemed to be followed by, "but not limited to", (e) the masculine, feminine, and neuter genders will each be deemed to include the others; (f) the terms "shall", "will", and "agrees" are mandatory, and the term "may" is permissive; (g) the term "day" means "calendar day", and "month" means calendar month, (h) all references in this Agreement to (A) designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of the body of this Agreement and to (B) designated "paragraphs" are to the designated paragraphs of the schedules of this Agreement, (i) all references in this Agreement to designated Schedules, Exhibits and Appendices are to the Schedules, Exhibits and Appendices attached to this Agreement, (j) the phrase "directly or indirectly" means directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and "direct or indirect" has the correlative meaning, (k) references to laws include any such law modifying, re-enacting, extending or made pursuant to the same or which is modified, re-enacted, or extended by the same or pursuant to which the same is made, (l) each representation, warranty, agreement, and covenant contained herein will have independent significance, regardless of whether also addressed by a different or more specific representation, warranty, agreement, or covenant, (m) all accounting terms not otherwise defined herein have the meanings assigned under the Accounting Standards, (n) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms, (o) references to this Agreement, any other Transaction Documents and any other document shall be construed as references to such document as the same may be amended, supplemented or novated from time to time, and (p) all references to dollars or to "HKD" are to currency of Hong Kong (and each shall be deemed to include reference to the equivalent amount in other currencies) (p) the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; (q) unless expressly stated otherwise, all obligations and warranties on the part of two or more persons are entered into, given or made by such persons jointly and severally and (x) an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.

10.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and

the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

10.15 Entire Agreement. This Agreement and the Transaction Documents, together with all schedules and exhibits hereto and thereto, constitute the full and entire understanding and agreement among the Parties with regard to the subjects hereof and thereof, and supersede all other agreements between or among any of the Parties with respect to the subject matters hereof and thereof.

10.16 Use of English Language. This Agreement has been executed and delivered in the English language. Any translation of this Agreement into another language shall have no interpretive effect. All documents or notices to be delivered pursuant to or in connection with this Agreement shall be in the English language or, if any such document or notice is not in the English language, accompanied by an English translation thereof, and the English language version of any such document or notice shall prevail for purposes thereof.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

THE BUYER:

For and on behalf of

CHINA NT PHARMA GROUP COMPANY LIMITED



By:

Name: NG TIT

Title: Director

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SELLERS:

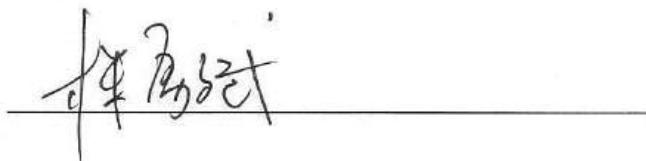
Mr. Lou Yongjun

楼勇军

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SELLERS:

Mr. Lou Yongbin



A handwritten signature in black ink, appearing to read "Lou Yongbin", is written over a horizontal line.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SELLERS:

Ms. Chen Hongli

陳紅麗

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SELLERS:

Mr. Zhang Genuo



IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SELLERS:

Mr. Zhang Liliang

张立亮

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SELLERS:

Ms. He XianHua

A handwritten signature in black ink, appearing to read "He XianHua", is written over a horizontal line.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SELLERS:

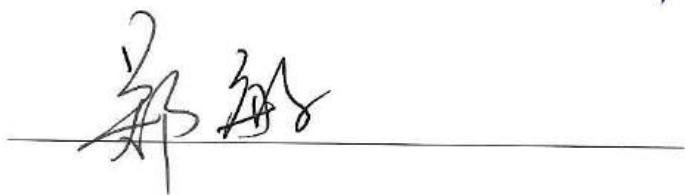
Ms. Hu BaoZhen

胡宝珍

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date and year first above written.

SELLERS:

Ms. Zheng Min

A handwritten signature in black ink, appearing to read "郑敏", is placed over a horizontal line. To the right of the line is a vertical blue ink mark.

SCHEDULE I

THE SELLERS

Seller's Name	Seller's Details	Number of Sale Shares	Proportional ownership of Sale Shares	Proportional entitlement to Consideration Shares
Mr. Lou Yongbin	A holder of PRC passport (No. EL7650310) whose correspondence address is at Group 1, Dongqing Village, Suxi Town, Yiwu City, Zhejiang Province, PRC, holding 56.34% equity interests in Target Company A.	28,170	56.34%	22.2287%
Mr. Lou Yongjun	A holder of PRC passport (No. EN8747289) whose correspondence address is at Room 201, Unit 2, Building 7, Central Mansion Small Area, Beimen Street, Huimen Community, Choucheng Street, Yiwu City, Zhejiang Province, PRC holding 43.66% equity interests in Target Company A (together with Mr. Lou Yongbin, the " <u>Seller A</u> ").	21,830	43.66%	17.2258%
Ms. Chen Hongli	A holder of PRC passport (No. EN8707320) whose correspondence address is at No.108, Xinwu, Xidong Village, Zhengjiawu Town, Pujiang Country, Zhejiang Province, PRC, holding 100.00% equity interests in Target Company B (the " <u>Seller B</u> ").	50,000	100.00%	29.2359%
Mr. Zhang Genhuo	A holder of PRC passport (No. EN8706000) whose correspondence address is at No.32, Shitaxia, Yungong Village, Xianhua Street, Pujiang County, Zhejiang Province, PRC, holding 92.30% equity interests in Target Company C.	46,150	92.30%	28.8987%
Mr. Zhang Liliang	A holder of PRC passport (No. EN8720021) whose correspondence address is at Room 2-141, Sushejiguan, Shibajia Road, Kunyang Town, Pingyang Country, Zhejiang Province, PRC, holding 2.75% equity interests in Target Company C.	1,375	2.75%	0.8610%
Ms. He XianHua	A holder of PRC passport (No. EM0305077) whose correspondence address is at Room 202, Unit 3, Building 11, Jialvyuan North, Xihu District, Hangzhou, PRC, holding 2.20% equity interests in Target Company C.	1,100	2.20%	0.6888%
Ms. Hu BaoZhen	A holder of PRC passport (No.	1,100	2.20%	0.6888%

	EK2097940) whose correspondence address is at Room 501, Unit 2, Building 2, Jiananyuan, Xianjindu City Garden, Xihu District, Hangzhou, PRC, holding 2.20% equity interests in Target Company C.			
Ms. Zheng Min	A holder of PRC passport (No. E72366742) whose correspondence address is at Room 3002, Unit 1, Building 7, Yintue Shangting, Binjiang District, Hangzhou, PRC, holding 0.55% equity interests in Target Company C (together with Mr. Zhang Genghuo, Mr. Zhang Liliang, Ms. He Xianhua and Ms. Hu Baozhen, the "Seller C".)	275	0.55%	0.1722%



SCHEDULE II

THE TARGET GROUP

Target's Name	Target's Details
Junbinxiongdi Limited	A company incorporated in the Cayman Islands with limited liability, whose registered office is at Suite 2206, Cassia Court, 72 Market Street, Camana Bay, P.O. Box 32303, Grand Cayman KYI-1209, Cayman Islands (the " <u>Target Company A</u> ").
Yue Hua Limited	A company incorporated in the Cayman Islands with limited liability, whose registered office is at Suite 2206, Cassia Court, 72 Market Street, Camana Bay, P.O. Box 32303, Grand Cayman KYI-1209, Cayman Islands (the " <u>Target Company B</u> ").
Zhong He Qun Lian Limited	A company incorporated in the Cayman Islands with limited liability, whose registered office is at Suite 2206, Cassia Court, 72 Market Street, Camana Bay, P.O. Box 32303, Grand Cayman KYI-1209, Cayman Islands (the " <u>Target Company C</u> ").
Binbinwenhua Trading Co., Limited	A company incorporated in Hong Kong with limited liability, whose registered office is at Rm 2902,29/F, Ho King Commercial Centre, 2-16 Fa Yuen Street, Mong Kok, Hong Kong (the " <u>Target HK Company A</u> "). It is a direct wholly-owned subsidiary of the Target Company A, holding 100.00% equity interests in the Target WFOE A.
Nianhua Trading Co., Limited	A company incorporated in Hong Kong with limited liability, whose registered office is at Rm 2902,29/F, Ho King Commercial Centre, 2-16 Fa Yuen Street, Mong Kok, Hong Kong (the " <u>Target HK Company B</u> "). It is a direct wholly-owned subsidiary of the Target Company B, holding 100.00% equity interests in the Target WFOE B.
Zhong He Jing Lin Trading Co., Limited	A company incorporated in Hong Kong with limited liability, whose registered office is at Rm 2902,29/F, Ho King Commercial Centre, 2-16 Fa Yuen Street, Mong Kok, Hong Kong (the " <u>Target HK Company C</u> "). It is a direct wholly-owned subsidiary of the Target Company C, holding 100.00% equity interests in the Target WFOE C.
义乌市含蕊科技有限公司	A company incorporated in PRC with limited liability, whose registered office is at 浙江省金华市义乌市苏溪镇智汇大厦 1 框 908 室 (the " <u>Target WFOE A</u> "). It is a direct wholly-owned subsidiary of the Target HK Company A.
义乌市可勃科技有限公司	A company incorporated in PRC with limited liability, whose registered office is at 浙江省金华市义乌市福田街道稠州北路 1255 号双创大厦 2 号楼 5 楼 510 室 (the " <u>Target WFOE B</u> "). It is a direct wholly-owned subsidiary of the Target HK Company B.
义乌市妙海科技有限公司	A company incorporated in PRC with limited liability, whose registered office is at 浙江省金华市义乌市苏溪镇智汇大厦 2 框 1 单元 301 室 (the " <u>Target WFOE C</u> "). It is a direct wholly-owned subsidiary of the Target HK Company C.

SCHEDULE III
ADDRESS FOR NOTICES

If to the Sellers:

Address: 3/F, Building 4, 16 Yuecheng Lane of Xixing Street, Binjiang District, Hangzhou, Zhejiang Province, the PRC (中国浙江省杭州市滨江区西兴街道越城巷16号4号楼3层)
Tel: 15867966999

If to the Buyer:

Address: Unit 2102, 21/F, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong
Tel: +852 6094 3765
Email address: king.cheng@ntpharma.com

If to the Company:

Address: Unit 2102, 21/F, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong
Tel: +852 6094 3765
Attention: King Cheng
Email address: king.cheng@ntpharma.com

SCHEDULE IV

KEY EMPLOYEES

GR
中華有

Name	Title
张根火	执行总经理
李 鹏	副总兼质量负责人
范运洲	副部长
黄松正	副部长
王仁斌	嵌入式软件工程师
吴丰耘	客服工程师
赵俊腾	客服工程师
舒宸宇	生产工程师

SCHEDULE V

DISCLOSURE SCHEDULE
(If any)

Material Contract

1. A cooperation framework agreement entered into between the OpCo and Sulu Haiwang Medical Device Co., Ltd. (苏鲁海王医疗器械有限公司) on 29 November 2024

SCHEDULE VI

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

1. Organization, Good Standing and Qualification. Each Target Group Company is duly organized, validly existing and in good standing under, and by virtue of, the Laws of the place of its incorporation or establishment and has all requisite power and authority to own its properties and assets and to carry on its business as now conducted and as proposed to be conducted, and to perform each of its obligations under the Transaction Documents to which it is a party. Each Target Group Company is qualified to do business and is in good standing (or equivalent status in the relevant jurisdiction) in each jurisdiction.

2. Capitalization and Voting Rights.

(a) **Target Companies.** The issued share capital of Target Company A is and immediately prior to the Closing shall be USD50,000 divided into a total of 50,000 ordinary shares. The issued share capital of Target Company B is and immediately prior to the Closing shall be USD50,000 divided into a total of 50,000 ordinary shares. The issued share capital of Target Company C is and immediately prior to the Closing shall be USD50,000 divided into a total of 50,000 ordinary shares. The registered share capital of OpCo is and immediately prior to the Closing shall be RMB54,736,842, owned as to 22.9270%, 16.9890%, and 18.1940%, by Target Company A, Target Company B and Target Company C, respectively.

(b) **No Other Securities.** (i) There are no and at the Closing there shall be no other authorized or outstanding Equity Securities of any Target Group Company; (ii) no Equity Securities of any Target Group Company are subject to any preemptive rights, rights of first refusal (except to the extent provided by applicable Laws) or other rights to purchase or receive such Equity Securities or any other rights with respect to such Equity Securities, and (iii) no Target Group Company is a party to or is subject to any Contract that affects or relates to the voting or giving of written consents with respect to, or the right to cause the redemption, or repurchase of, any Equity Security of such Target Group Company. The Target Group has not granted any registration rights or information rights to any other Person, nor is the Target Group obliged to list, any of the Equity Securities of any Target Group Companies on any securities exchange. Except as contemplated under the Transaction Documents, there are no voting or similar agreements which relate to the share capital or registered capital of any Target Group Company.

(c) **Issuance and Status.** All presently outstanding Equity Securities of each Target Group Company were duly and validly issued in compliance with all applicable Laws, preemptive rights of any Person, and applicable Contracts (if any). All share capital or registered capital, as the case may be, of each Target Group Company have been duly and validly issued, are fully paid (or subscribed for) and non-assessable, and are and as of the Closing shall be free of any and all Liens. Except as contemplated under the Transaction Documents, there are no (i) resolutions pending to increase the share capital or registered capital of any Target Group Company or cause the liquidation, winding up, or dissolution of any Target Group Company, nor has any distress, execution or other process been levied against any Target Group Company, (ii) dividends which have accrued or been declared but are unpaid by any Target Group Company, (iii) obligations, contingent or otherwise, of any Target Group Company to repurchase, redeem, or otherwise acquire any Equity Securities, or

(iv) outstanding or authorized equity appreciation, phantom equity, equity plans or similar rights with respect to any Target Group Company. All dividends (if any) or distributions (if any) declared, made or paid by each Target Group Company, and all repurchases and redemptions of Equity Securities of each Target Group Company (if any), have been declared, made, paid, repurchased or redeemed, as applicable, in accordance with its Charter Documents and all applicable Laws.

(d) **Title.** Each Target Group Company is the sole record and beneficial holder of all of the Equity Securities of its applicable Subsidiary(ies), free and clear of all Liens of any kind other than those arising under applicable Law.

3. Representations and Warranties related to the Sellers

(a) **Non-compete.** Each of the Seller does not, either on its own account or through any of its Affiliates, or in conjunction with or on behalf of any other Person, carry on or are engaged, concerned or interested directly or indirectly whether as shareholder, director, employee, partner, agent or otherwise carry on any business in direct competition with the Business.

(b) **No Liabilities and Claims.** There are no outstanding loans, amounts payable or any other liabilities between any Target Group Company, the Sellers or any of their Affiliates. The Sellers or their Affiliates do not have any claims, obligations or liabilities against any Target Group Company.

(c) Litigation; Bankruptcy.

(i) At the date of this contract, there is no action, suit or proceeding, or governmental inquiry or investigation, pending or threatened against any of the Sellers or the Target Group Companies, and there is no basis for any such action, suit, proceeding, or governmental inquiry or investigation that would result in a Material Adverse Effect.

(ii) None of the Sellers or the Target Group Companies has been (1) subject to voluntary or involuntary petition under any bankruptcy or insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for his/her business or property; (2) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding; (3) subject to any order, judgment, or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him/her/it from engaging, or otherwise imposing limits or conditions on his/her/its engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or (4) found by a court of competent jurisdiction in a civil action or by any governmental or regulatory authority to have violated any securities, commodities or unfair trade practices Law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

4. Corporate Structure; Subsidiaries. Schedule II sets forth a complete structure chart showing Target Group Companies, and indicating the ownership and Control relationships among all Target Group Companies, the nature of the legal entity which each Target Group Company constitutes, and the jurisdiction in which each Target Group Company

was organized or established. No Target Group Company owns or Controls, or has ever owned or Controlled, directly or indirectly, any Equity Security, interest or share in any other Person or is or was a participant in any joint venture, partnership or similar arrangement. No Target Group Company is obligated to make any investment in or capital contribution in or on behalf of any other Person, other than as contemplated under the Transaction Documents. The Target Group Companies do not engage in any business other than the Business. The Seller is not, and no Person owned or Controlled by the Seller (other than a Target Group Company) or Controlling the Seller, engaged in the Business or has any assets in relation to the Business or any Contract with any Target Group Company, other than any employment agreements, confidentiality, intellectual property assignment, non-compete and non-solicitation agreements, and Transaction Documents. Details of the Target Group Companies set forth in Schedule II are complete and accurate in all respects.

5. Authorization. Each Seller has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out and perform its obligations thereunder. All actions on the part of each party to the Transaction Documents (other than the Buyer) (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Transaction Documents, the performance of all obligations of each such party, and, in the case of the Company, the authorization, issuance (or reservation for issuance), sale and delivery of the Sale Shares, have been taken or will be taken prior to the Closing. Each Transaction Document has been or will be on or prior to the Closing, duly executed and delivered by each party thereto (other than the Buyer) and when executed and delivered, constitutes valid and legally binding obligations of such party, enforceable against such party in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by applicable Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

6. Consents; No Conflicts. All Consents from or with any Governmental Authority or any other Person required in connection with the execution, delivery and performance of the Transaction Documents, and the consummation of the transactions contemplated under the Transaction Documents, in each case on the part of any party thereto (other than the Buyer) have been duly obtained or completed (as applicable) and are in full force and effect. The execution, delivery and performance of each Transaction Document by each party thereto (other than the Buyer) do not, and the consummation by each such party of the transactions contemplated thereby will not, with or without notice or lapse of time or both, (a) result in any violation of, be in conflict with, or constitute a default under any provision of any Charter Document of any Target Group Company, (b) result in any violation of, be in conflict with, or constitute a default under, in any material respect, any Governmental Order or any applicable Law, (c) result in any violation of, be in conflict with, or constitute a default under, or give rise to any right of termination, amendment, modification, acceleration or cancellation under, or give rise to any augmentation or acceleration of any Liability of any Target Group Company under, any Material Contract, or (d) result in the creation of any Lien upon any of the properties or assets of any Target Group Company.

7. Compliance with Laws; Consents.

(a) Each Target Group Company is, and has been, in compliance with all applicable Laws. No event has occurred and no circumstance exists that (with or without notice or lapse of time) (i) constitute or may constitute or result in a violation by any Target Group

Company of, or a failure on the part of such Target Group Company to comply with, any applicable Laws, or (ii) may give rise to any obligation on the part of any Target Group Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature. None of the Target Group Companies has received any notice from any Governmental Authority regarding any of the foregoing. No Target Group Company is under investigation, has received any Government Order, or is subject to any Action with respect to a violation of any Law.

(b) All Consents from or with the relevant Governmental Authority required in respect of the due and proper establishment and operations of each Target Group Company as now conducted have been duly obtained or completed in accordance with all applicable Laws.

8. Tax Matters.

(a) All income and other Tax Returns required to be filed on or prior to the date hereof with respect to each Target Group Company have been duly and timely filed (taking into account any extension of time within which to file) by such Target Group Company within the requisite period stipulated by Law or by the relevant Tax authority and completed on a proper basis in accordance with applicable Laws, and are up to date and correct. No deficiencies for any Taxes with respect to any Tax Returns have been asserted in writing by, and no notice of any pending action with respect to such Tax Returns has been received from, any Tax authority, and no dispute relating to any Tax Returns has been received from, a Tax authority, and no dispute relating to any Tax Returns with any such Tax Authority is outstanding or contemplated. Each Target Group Company has timely paid all Taxes owed by it which are due and payable (whether or not shown on any Tax Return) and withheld and remitted to the appropriate Governmental Authority all Taxes it is obligated to withhold and remit from amounts owing to any employee, creditor, customer or third party.

(b) No audit of any Tax Return of each Target Group Company and, no formal investigation with respect to any such Tax Return by any Tax authority, is currently in progress or pending, and no Target Group Company has waived any statute of limitation with respect to any Taxes, or agreed to any extension of time with respect to an assessment or deficiencies for such Taxes.

(c) No written or oral claim has been made by a Governmental Authority in a jurisdiction where the Target Group Companies do not file Tax Returns that any Target Group Company is or may be subject to taxation by that jurisdiction.

(d) No Target Group Company has been, is, or is likely to become, the subject of any Action by any Tax authority relating to the conduct of its business or the payment or withholding of Taxes that has not been resolved or is currently the subject of any examination or investigation by any Tax authority relating to the conduct of its business or the payment or withholding of Taxes. No Target Group Company is responsible for the Taxes of any other Person by reason of Contract, successor liability.

9. Charter Documents; Books and Records. The Charter Documents of each Target Group Company are in the form provided to the Buyer. Each Target Group Company has been in compliance with its Charter Documents, and none of the Target Group Companies has violated or breached any of their respective Charter Documents. Each Target Group Company has made available to the Buyer or its counsel a copy of its minute books. Such copy

is true, correct and complete, and contains all amendments and all minutes of meetings and actions taken by its shareholders and directors since the time of formation through the date hereof and reflects all transactions referred to in such minutes accurately. Each Target Group Company maintains its books of accounts and records in the usual, regular and ordinary manner, on a basis consistent with prior practice, and which permits its Financial Statements to be prepared in accordance with the applicable Accounting Standards. None of the books of account or records of any Target Group Company contains any falsified entries. The register of members and directors (if applicable) of each Target Group Company is correct, there has been no notice of any proceedings to rectify any such register, and there are no circumstances which might lead to any application for its rectification. All documents required to be filed by each Target Group Company with the applicable Governmental Authority in respect of the relevant jurisdiction in which the relevant Target Group Company is incorporated or established have been properly made up and filed.

10. Financial Statements. The audited consolidated balance sheet (the “Balance Sheet”), income statements and management accounts for the Target Group Companies on 31 December 2024 (the “Statement Date”) (collectively, the financial statements referred to above, the “Financial Statements”) (a) have been prepared in accordance with the books and records of the Target Group Companies, (b) fairly present in all material respects the financial condition and position of the Target Group Companies as of the dates indicated therein and the results of operations and cash flows of the Target Group Companies for the periods indicated therein, and (c) were prepared in accordance with the Accounting Standards applied on a consistent basis throughout the periods involved.

11. Changes. Since the Statement Date, each of the Target Group Companies has (a) operated its business in the ordinary course consistent with its past practice, (b) used its reasonable best efforts to preserve its business and (c) not engaged in any new line of business or entered into Contracts except those in the ordinary course of business consistent with past practice. Since the Statement Date, there has not been any Material Adverse Effect or any material change in the way the Target Group Companies conduct their business, and there has not been by or with respect to any Target Group Company:

- (i) any purchase, acquisition, sale, lease, disposal of or other transfer of any assets that are individually or in the aggregate material to its business, whether tangible or intangible, other than the purchase or sale of inventory in the ordinary course of business consistent with its past practice;
- (ii) any acquisition (by merger, consolidation or other combination, or acquisition of stock or assets, or otherwise) of any business or other Person or division thereof, or any sale or disposition of any business or division thereof;
- (iii) any waiver, termination, cancellation, settlement or compromise of a valuable right, debt or claim;
- (iv) any incurrence, creation, assumption, repayment, satisfaction, or discharge of (1) any Lien or (2) any Indebtedness or guarantee, or the making of any loan or advance (other than reasonable and normal advances to employees for bona fide expenses that are incurred in the ordinary course of business consistent with its past practice), or the making of any investment or capital contribution;

(v) any amendment to or termination of any Material Contract, any entering of any new Contract that would have been a Material Contract if in effect on the date hereof, or any amendment to or waiver under any Charter Document;

(vi) any change in any compensation arrangement or Contract with any Key Employee, or adoption of any new Benefit Plan, or made any change in any existing Benefit Plan;

(vii) any declaration, setting aside, dividend payment or other distribution in respect of any Equity Securities of any Target Group Company, or any issuance, transfer, redemption, purchase or acquisition of any Equity Securities by or in relation to any Target Group Company;

(viii) any change in accounting methods or practices or any revaluation of any of its assets;

(ix) any commencement or settlement of any Action;

(x) save for any transactions contemplated under any Transaction Documents, any authorization, sale, issuance, transfer, pledge or other disposition of any Equity Securities of any Target Group Company;

(xi) any resignation or termination of any Key Employee, or any resignation or termination of any group of employees of any Target Group Company;

(xii) any transaction with any Related Party (save for any transactions contemplated under any Transaction Documents); or

(xiii) any agreement or commitment to do any of the things described in the preceding paragraphs of this paragraph 11.

12. Actions. Except as disclosed in the Disclosure Schedule, there is no Action pending or, threatened against or affecting any Target Group Company or any of its officers, directors or employees with respect to its businesses or proposed business activities, or, any officers, directors or employees of any Target Group Company in connection with such person's respective relationship with such Target Group Company or the use by any employee of any Target Group Company of any information, technology or techniques allegedly proprietary to any of their former employers, clients or other parties, nor is there any basis for any of the foregoing. Except as disclosed in the Disclosure Schedule, there is no judgment or award ruling or order including any Government Order unsatisfied against any Target Group Company, any Key Employee or office or director of any Target Group Company in connection with such Person's respective relationship with any Target Group Company which would impact any Target Group Company nor is there any Governmental Order in effect and binding on any Target Group Company or their respective assets or properties. There is no Action pending by any Target Group Company against any third party nor does any Target Group Company intend to commence any such Action. No Governmental Authority has at any time challenged or questioned in writing the legal right of any Target Group Company to conduct its business as presently being conducted.

13. Liabilities. No Target Group Company has any Liabilities (including the Indebtedness that it has directly or indirectly created, incurred or assumed) of the type that

would be disclosed on a balance sheet in accordance with the applicable Accounting Standards, except for (a) liabilities set forth in the Balance Sheet that have not been satisfied since the Statement Date and disclosed in the Disclosure Schedule and (b) current liabilities incurred since the Statement Date in the ordinary course of the Target Group Companies business consistent with its past practices and which do not exceed RMB100,000 in the aggregate. None of the Target Group Companies is a guarantor or indemnitor of any Liabilities of any other Person.

14. Commitments.

(a) Paragraph 1 of the Disclosure Schedule contains a complete and accurate list of all Material Contracts. “Material Contracts” means, collectively, each Contract to which a Target Group Company or any of its properties or assets is bound or subject to that (i) involves obligations (contingent or otherwise) or payments in excess of RMB100,000 per annum or has an unexpired term in excess of one year after the date hereof, (ii) licenses, transfers, assigns, sales, incurs any Lien on Intellectual Property that is material to a Target Group Company (other than generally-available “off-the-shelf” shrink-wrap software licenses obtained by the Target Group Companies on non-exclusive and non-negotiated terms), (iii) restricts the ability of a Target Group Company to compete or to conduct or engage in any business or activity or in any jurisdiction, region or territory, (iv) relates to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any Equity Securities, (v) involves any provisions providing for exclusivity, “change in control”, “most favored nation”, rights of first refusal or first negotiation or similar rights, or grants a power of attorney, agency or similar authorities that is not in the ordinary course of business of a Target Group Company and inconsistent with such Target Group Company’s past practice, (vi) is with a Related Party, (g) involves indebtedness, an extension of credit, a guaranty, surety or assumption of any obligation or any secondary or contingent Liabilities, deed of trust, or the grant of a Lien, (vii) involves the lease, license, sale, use, disposition or acquisition of a material amount of assets or of a business other than the sale of inventory in the ordinary course of business of a Target Group Company, (viii) involves the waiver, compromise, or settlement of any dispute, claim, litigation or arbitration, (ix) involves the ownership or lease of, title to, use of, or any leasehold or other interest in, any real or personal property, including the Leases, (x) involves the establishment, contribution to, or operation of a partnership, joint venture, alliance or similar entity, or involving a sharing of profits or losses (including joint development and joint marketing Contracts), or any investment in, loan to or acquisition or sale of the securities, equity interests or assets of any Person, (xi) is with a Governmental Authority, state-owned enterprise, sole-source supplier of material product or service (other than utilities) or any Related Party, (xii) is a Benefits Plan (other than the employment Contracts), or a collective bargaining agreement or is with any labor union or other representatives of the employees, (xiii) is a brokerage or finder’s agreement, or sales agency, marketing or distributorship Contract that is not in the ordinary course of business of a Target Group Company and inconsistent with such Target Group Company’s past practice, or (xiv) is otherwise material to a Target Group Company, or is one on which a Target Group Company is substantially dependent.

(b) A true, fully-executed copy of each Material Contract including all amendments and supplements thereto has been delivered to the Buyer. Each Material Contract is a valid and binding agreement of the Target Group Company that is a party thereto, the performance of which does not and will not violate any applicable Law or Governmental Order (or cause a Material Adverse Effect to any Target Group Company as a result), and is in full force and effect and enforceable against the parties thereto, except (a) as may be limited by

applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (b) as may be limited by Laws relating to the availability of specific performance, injunctive relief or other remedies in the nature of equitable remedies. Each Target Group Company has duly performed all of its obligations under each Material Contract to the extent that such obligations to perform have accrued, and no breach or default, alleged breach or alleged default, or event which would (with the passage of time, notice or both) constitute a breach or default thereunder by such Target Group Company or, to the Knowledge of the Sellers, any other party or obligor with respect thereto, has occurred, or as a result of the execution, delivery, and performance of the Transaction Documents will occur. No Target Group Company has given notice (whether or not written) that it intends to terminate a Material Contract or that any other party thereto has breached, violated or defaulted under any Material Contract. No Target Group Company has received any notice (whether written or not) that it has breached, violated or defaulted under any Material Contract or that any other party thereto intends to terminate such Material Contract.

15. Title; Assets. Each Target Group Company has good and valid title to, or valid leasehold interest in, all of its respective assets and real properties, whether tangible or intangible (including those reflected in the Balance Sheet, together with all assets and real properties acquired thereby since the Statement Date), in each case free and clear of all Liens. The foregoing assets and real properties collectively represent all material assets and real properties (including all rights, authorizations, licenses and properties) necessary or desirable for the conduct of the business of each Target Group Company as presently conducted and as proposed to be conducted. Except for real property leased or assets licensed by others, no Person other than a Target Group Company owns any interest in any such assets or real properties. All leases of real or personal property to which a Target Group Company is a party are fully effective and afford the Target Group Company valid leasehold possession of the real or personal property that is the subject of the lease, and is neither expected nor likely to expire within 18 calendar months of the Closing. All machinery, vehicles, equipment and other tangible personal property owned or leased by a Target Group Company are (a) in good condition and repair (reasonable wear and tear excepted) and (b) not obsolete or in need in of renewal or replacement, except for renewal or replacement in the ordinary course of business. There are no facilities, services, assets or properties which are used in connection with the business of the Target Group Companies and which are shared with any other Person that is not a Target Group Company. Each real property or building or personal property or asset, as applicable, held under lease by the Company or any of the other members of the Target Group Companies is held by it under a lease in full force and effect that has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a material default) by the Company or any of the other members of the Target Group Companies has occurred or is continuing or is likely to occur under any of such leases. If the Seller or any of its Subsidiaries or Related Parties, as the case may be, is a lessor under any such lease, such lessor has valid title to, or unfettered ability to grant, and has granted, valid leasehold interests in (and upon the terms and conditions stated therein) the real property or building or personal property or asset, as applicable, that is the subject of such lease. Neither the Company nor any other Target Group Company owns, operates, manages or has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind that is material. The Disclosure Schedule contains a complete and accurate list of the real properties owned or leased by the Target Group Companies.

16. Related Party Transactions. No Related Party has any Contract, understanding, or proposed transaction with, or is indebted to, any Target Group Company or has any direct or indirect interest in any Target Group Company, nor is any Target Group Company indebted (or committed to make loans or extend or guarantee credit) to any Related Party (other than for accrued salaries for the current pay period, reimbursable expenses or other standard employee benefits). No Related Party has any direct or indirect interest in any Person with which a Target Group Company is affiliated or with which a Target Group Company has a material business relationship (including any Person which purchases from or sells, licenses or furnishes to a Target Group Company any goods, intellectual or other property rights or services) or in any Contract to which a Target Group Company is a party or by which it may be bound or affected, and no Related Party directly or indirectly competes with or has any interest in any Person that directly or indirectly competes with any Target Group Company (other than ownership of less than one percent (1%) of the stock of publicly traded companies).

17. Intellectual Property Rights.

(a) **Company IP.** Each Target Group Company owns or otherwise has sufficient rights (including but not limited to the rights of development, maintenance, licensing and sale) to all Intellectual Property necessary or desirable for conducting its business as currently conducted by such Target Group Company and as contemplated to be conducted (“Company IP”) without any conflict with or infringement of the rights of any other Person.

(b) **IP Ownership.** All Company Registered IP, including but not limited to those set out in Schedule VII, is owned by and registered or applied for solely in the name of a Target Group Company, is valid and subsisting and has not been abandoned, and all necessary registration, maintenance and renewal fees with respect thereto and currently due have been satisfied. Neither the Sellers, any Target Group Company or any of their employees, officers or directors have taken any actions or failed to take any actions that would cause any Company Owned IP to be invalid, unenforceable or not subsisting. No funding or facilities of a Governmental Authority or a university, college, other educational institution or research center was used in the development of any Company Owned IP. No Company Owned IP is the subject of any Lien, license or other Contract granting rights therein to any other Person. Neither the Sellers nor any Target Group Company is or has been a member or promoter of, or contributor to, any industry standards bodies, patent pooling organizations or similar organizations that could require or obligate the Seller or Target Group Company to grant or offer to any Person any license or right to any material Company Owned IP. No Company Owned IP is subject to any proceeding or outstanding Governmental Order or settlement agreement or stipulation that (i) restricts in any manner the use, transfer or licensing thereof, or the making, using, sale, or offering for sale of any Target Group Company’s products or services, by any Target Group Company or (ii) may affect the validity, use or enforceability of such Company Owned IP. Neither the Seller nor any Target Group Company has (1) transferred or assigned any material Company IP; (2) authorized the joint ownership of any Company IP; or (3) permitted the rights of any Target Group Company in any Company IP to lapse or enter the public domain.

(c) **Infringement, Misappropriation and Claims.** At the date of the contact, neither the Sellers nor any Target Group Company has misappropriated, or violated, or infringed any Intellectual Property of any other Person, nor has the Seller nor any Target Group Company received any written notice alleging any of the foregoing. No Person has violated, infringed or misappropriated any Company IP of any Target Group Company, and neither the Seller nor any Target Group Company has given any written notice to any other

Person alleging any of the foregoing. No Person has challenged the ownership or use of any Company IP by a Target Group Company or the Seller. Neither the Seller nor any Target Group Company has agreed to indemnify any Person for any infringement, violation or misappropriation of any Intellectual Property by such Person.

(d) **Assignments and Prior IP.** All inventions and know-how conceived by employees of a Target Group Company related to the business of such Target Group Company are currently owned exclusively by a Target Group Company. All employees, contractors, agents and consultants of a Target Group Company who are or were involved in the creation of any Intellectual Property for such Target Group Company have executed an assignment of inventions agreement that vests in a Target Group Company exclusive ownership of all right, title and interest in and to such Intellectual Property, to the extent not already provided by Law. All employee inventors of Company Owned IP have received reasonable reward and remuneration from a Target Group Company for his/her service inventions or service technology achievements in accordance with the applicable Laws. All employee assignment of invention Contracts contain provisions relating to employee technological achievements and inventions which comply with the applicable Laws. It will not be necessary to utilize any Intellectual Property of any such Persons made prior to their employment by a Target Group Company, except for those that are exclusively owned by a Target Group Company, and none of such Intellectual Property has been utilized by any Target Group Company. None of the employees, consultants or independent contractors, currently or previously employed or otherwise engaged by any Target Group Company, (i) is in violation of any current or prior confidentiality, non-competition or non-solicitation obligations to such Target Group Company or to any other Persons, including former employers, or (ii) is obligated under any Contract, or subject to any Governmental Order, that would interfere with the use of his or her best efforts to promote the interests of the Target Group Companies or that would conflict with the business of such Target Group Company as presently conducted.

(e) **Licenses.** The Disclosure Schedule contains a complete and accurate list of the Licenses which constitute all proper Licenses necessary for the businesses of the Target Group Companies. The “Licenses” means collectively, (i) all licenses, sublicenses, and other Contracts to which any Target Group Company is a party and pursuant to which any third party is authorized to use, exercise or receive any benefit from any material Company IP, and (ii) all licenses, sublicenses and other Contracts to which any Target Group Company is a party and pursuant to which such Target Group Company is authorized to use, exercise, or receive any benefit from any material Intellectual Property of another Person, in each case except for (1) agreements involving “off-the-shelf” commercially available software, and (2) non-exclusive licenses to customers of the Business in the ordinary course of business consistent with past practice. The Target Group Companies have paid all license and royalty fees required to be paid under the Licenses, if applicable.

(f) **Protection of IP.** Each Target Group Company has taken reasonable and appropriate steps to protect, maintain and safeguard Company IP and made all applicable filings, registrations and payments of fees in connection with the foregoing. Without limiting the foregoing, all current and former officers, employees, consultants and independent contractors of any Target Group Company and all suppliers, customers, distributors, and other third parties having access to any Company IP have executed and delivered to such Target Group Company an agreement requiring the protection of such Company IP. To the extent that any Company IP has been developed or created independently or jointly by an independent contractor or other third party for any Target Group Company, or is incorporated into any

products or services of any Target Group Company, such Target Group Company has a written agreement with such independent contractor or third party and has thereby obtained ownership of, and is the exclusive owner of all such independent contractor's or third party's Intellectual Property in such work, material or invention by operation of law or valid assignment.

18. Labor and Employment Matters.

(a) Each Target Group Company has complied with all applicable Laws related to labor or employment in all material respects, including provisions thereof relating to wages, hours, overtime working, working conditions, benefits, retirement, social welfare, equal opportunity and collective bargaining. There is no pending or threatened, and there has not been since the incorporation of such Target Group Company, any Action relating to any violation or alleged violation of any applicable Laws by any Target Group Company related to labor or employment, including any charge or complaint filed by an employee with any Governmental Authority or any Target Group Company. The Target Group Companies have caused all of their present officers and employees to enter into standard employment agreements with the respective Target Group Companies.

(b) Schedule IV enumerates each Key Employee, along with each such individual's title. Each such individual is currently devoting all of his or her business time to the conduct of the business of the applicable Target Group Company. No such individual is subject to any covenant restricting him/her from working for any Target Group Company. No such individual is obligated under, or in violation of any term of, any Contract or any Governmental Order relating to the right of any such individual to be employed by, or to contract with, such Target Group Company. No Target Group Company has received any notice alleging that any such violation has occurred. No such individual is currently working or plans to work for any other Person that competes with any Target Group Company, whether or not such individual is or will be compensated by such Person. No such individual or any group of employees of any Target Group Company has given any notice of an intent to terminate their employment with any Target Group Company, nor does any Target Group Company have a present intention to terminate the employment of any such individual or any group of employees.

19. Inventory.

(a) The inventory now held by the Target Group Companies and not written off in the Financial Statements:

- (i) is not obsolete or expected by the Sellers to realise less than its book value and does not include goods returned by customers of the Target Group Companies;
- (ii) in the case of inventory comprising finished goods is capable of being sold by the Target Group Companies in the ordinary course of its business; and
- (iii) is not and will not when put to its intended use become defective or unsafe.

(b) Since the Statement Date:

- (i) there has been no abnormal increase or reduction of inventory; and
- (ii) the Target Group Companies have not sold inventory at less than cost.

20. No Brokers. Neither (i) any Target Group Company nor (ii) any of its Affiliates or any Related Party has any Contract with any broker, finder or similar agent with respect to the transactions contemplated under this Agreement or by any of the Transaction Documents, or has incurred any Liability for any brokerage fees, agents' fees, commissions or finders' fees in connection with any of the Transaction Documents or the consummation of the transactions contemplated therein.

21. Data Protection.

(a) The Company complies and has at all times complied with the Data Protection Laws.

(b) There have been no instances of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed by or on behalf of the Company or the Existing Dealer, and the Seller is not aware of any fact or matter which may give rise to such an occurrence.

(c) Neither has the Company nor the Existing Dealer received any information notice, enforcement notice, request for undertaking, complaint, notice, fine, claim for compensation or allegation from any Governmental Authority, data subject or third party (as relevant) relating to the Company's processing of personal data, use of cookies and similar technologies and sending of electronic direct marketing communications or in respect of the Company's actual or alleged non-compliance with Data Protection Laws, and there are no circumstances which may give rise to any such information notice, enforcement notice, request for undertaking, allegation, notice, fine, complaint or claim for compensation (including any outstanding requests from data subjects).

22. Insurance.

(a) All insurable assets of the Target Group Companies are, and have at all material times been, insured in amounts equal to their full replacement or reinstatement value against all risks normally insured against by persons carrying on the same classes of business as the Target Group Companies and the Target Group Companies are, and have at all material times been, in the reasonable opinion of the Sellers, adequately covered against accident, damage, injury, third party loss, loss of profits and any other risk normally insured against by persons carrying on the same classes of business as the Target Group Companies.

(b) All insurances of the Target Group Companies are currently effective and so far as the Seller is aware nothing has been done or omitted to be done which would make any policy of insurance of the Target Group Companies void or voidable or which is likely to result in an increase in premium (save for annual increases imposed by the insurer in the ordinary course) or any insurer refusing to pay any claim or a reduction in the amount to be paid out in respect of a claim. All premiums due in relation to such insurance have been paid.

(c) No insurance claim is pending or outstanding and so far as the Sellers are aware there are no circumstances which might result in any such claim.

23. Other business matters.

(a) During the 18 months ending on the Signing Date and ending on Closing there has been no substantial change in the basis or terms on which any key customer, material supplier or other business partner is prepared to do business with the any Target Group Company (apart from normal price changes), and no key customer or material supplier or other business partner has ceased or substantially reduced its business with the any Target Group Company, and so far as the Sellers are aware no indication has been received by any Target Group Company or the Sellers that there will or may be any such change, cessation or reduction.

(b) The Target Group Companies do not carry on business under any name other than its own corporate name and there are no circumstances which might prevent any Target Group Company from continuing to carry on business under such names.

24. Disclosure. No representation or warranty by the Sellers in this Agreement and no information or materials provided by the Sellers to the Buyer in connection with the negotiation or execution of this Agreement or any agreement contemplated hereby contains any untrue statement of a material fact, or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, and none of these representations and warranties are, in light of the circumstances in which they are made, misleading. Except as set forth in this Agreement or the Disclosure Schedule, there is no fact or document or matter that the Sellers have not disclosed to the Buyer in writing that has had or would reasonably be expected to have any Material Adverse Effect or which would reasonably be expected by any Seller, being a business Person, to materially adversely influence the decision of a buyer to purchase the Sale Shares.

25. Effects of the Agreement. The execution of this Agreement and any other Transaction Documents and the observance and performance of its provisions will not and is not likely to result in a breach of any Law or any Contract to or by which any Target Group Company is party or bound, or entitle any person to terminate or avoid any Contract to which any Target Group Company is party, or have any Material Adverse Effect on any such Contract, or so far as the Sellers are aware adversely affect the Target Group Companies' relationships with customers, suppliers or other business partners, or employees.

SCHEDULE VII

Part I – Patents

No.	Patent	Publication No.	Type	Publication date	Expired
1	一种 X 射线数字成像系统曝光时序同步的方法及其装置	CN110215222B	发明专利	2025-01-24	valid
2	一种基于深度学习的桡骨密度检测方法、系统、装置	CN113920088B	发明专利	2024-08-06	valid
3	便携式 X 射线机	CN307084649S	外观设计	2022-01-25	valid
4	一种利用参考模块测量骨密度的装置	CN107485405B	发明专利	2021-02-19	valid
5	一种医学影像轮廓的标记方法及系统、分类方法及系统	CN111709436A	发明专利	2020-09-25	rejection invalidity
6	X 射线数字成像系统曝光时序同步装置	CN209966403U	实用新型	2020-01-21	valid
7	基于 X-射线数字影像的骨骼病变评估方法和装置	CN104873213B	发明专利	2017-11-17	valid
8	数字 X-射线影像立体定位系统及其方法	CN104224211B	发明专利	2017-08-08	valid
9	X-射线成像空间分布不均匀性的校正方法	CN103995010B	发明专利	2016-03-23	valid
10	胃肠机	CN303360038S	外观设计	2015-09-02	valid
11	具有自动校正功能的 X-射线成像方法	CN103091968B	发明专利	2015-04-29	valid
12	医用 X 射线摄影系统	CN303096696S	外观设计	2015-02-04	expiration and invalidity
13	一种方便安装维修的医用 X 射线 DR 牛头	CN203693622U	实用新型	2014-07-09	expiration and invalidity

No.	Software	Short title	Version	Type	Industry	Registration date	Expired
9	骨密度数据中心云报告打印推送子系统	-	V1.0	其他软件	其他行业	2022-11-07	valid
10	骨密度信息管理系统 微信小程序	-	V1.0	其他软件	其他行业	2022-11-07	valid
11	骨密度图像分割软件	-	V1.0	其他软件	其他行业	2022-11-07	valid
12	影签图片处理软件	-	V1.0	其他软件	其他行业	2022-11-07	valid
13	康源骨密度软件	骨密度软件	V1.0	其他软件	其他行业	2015-12-29	valid
14	康源数字 X 射线摄影 系统双能减影软件	双能减影 软件	V1.0	其他软件	其他行业	2015-02-03	valid
15	康源数字 X 射线摄影 系统采集软件	采集软件	V1.0	其他软件	其他行业	2014-10-09	valid
16	康源数字 X 射线摄影 系统拼接软件	拼接软件	V1.0	其他软件	其他行业	2014-10-09	valid
17	康源 DICOM 打印软 件	DICOMPri nt	V1.0	其他软件	其他行业	2014-07-23	valid
18	康源 DR 采集工作站 软件	DRWorkSt ati on	V1.0	其他软件	其他行业	2014-07-23	valid
19	康源 DR 数据库修改 软件	DRAD	V1.0	其他软件	其他行业	2014-07-23	valid
20	康源 DICOM 浏览器 软件	DcmView	V1.0	其他软件	其他行业	2014-07-23	valid
21	康源报告工作站软件	Report	V1.0	其他软件	其他行业	2014-07-23	valid
22	康源数字 X 射线摄影 系统立柱单元软件	立柱单元 软件	V1.0	其他软件	其他行业	2014-05-15	valid
23	康源数字 X 射线摄影 系统信号同步盒单元 软件	同步盒单 元软件	V1.0	其他软件	其他行业	2014-05-15	valid
24	康源数字 X 射线摄影 系统主控单元软件	主控单元 软件	V1.0	其他软件	其他行业	2014-05-15	valid

No.	Patent	Publication No.	Type	Publication date	Expired
14	X 射线机	CN302816606S	外观设计	2014-05-07	expiration and invalidity
15	数字 X-射线全景成像方法	CN103091967A	发明专利	2013-05-08	expiration and invalidity
16	X 一种实现 X 射线限束器视野指示的装置	CN202891970U	实用新型	2013-04-24	valid
17	一种利用多能量 X 射线复合投影数字合成成像的方法及其装置	CN102068268B	发明专利	2012-09-05	valid

Part II – Software Copyright

No.	Software	Short title	Version	Type	Industry	Registration date	Expired
1	骨密度云计算平台	-	V1.0	其他软件	其他行业	2023-01-16	valid
2	骨密度图文报告软件	-	V1.0	其他软件	其他行业	2022-11-11	valid
3	骨密度消息通知信息管理子系统	-	V1.0	其他软件	其他行业	2022-11-11	valid
4	DR 图像归档软件	-	V1.0	其他软件	其他行业	2022-11-11	valid
5	图像矫正软件	-	V1.0	其他软件	其他行业	2022-11-11	valid
6	骨密度计算软件	-	V1.0	其他软件	其他行业	2022-11-11	valid
7	图像分割处理软件	-	V1.0	其他软件	其他行业	2022-11-11	valid
8	骨密度进销存信息管理子系统	-	V1.0	其他软件	其他行业	2022-11-07	valid

No.	Software	Short title	Version	Type	Industry	Registration date	Expired
25	康源数字 X 射线摄影 系统显示单元软件	显示单元 软件	V1.0	其他软件	其他行业	2014-05-15	valid

