

Share Purchase Agreement

by and among

- (1) EverSea Medicines (Singapore) Pte. Ltd.;
- (2) Hasten Biopharmaceuticals (Asia) Limited; and
- (3) HASTEN BIOPHARMACEUTICALS (SG) PTE. LTD.

Dated April 7, 2026

Contents

1. Definitions and interpretation.....	1
2. Sale and Purchase of the Sale Shares and Assignment of Shareholder Loan	7
3. Purchase Price and payment.....	7
4. No Leakage undertaking	8
5. Conditions Precedent	9
6. Interim period.....	11
7. Closing	13
8. Post-Closing Actions.....	15
9. Warranties	16
10. Indemnity provisions.....	16
11. Procedure for Claims.....	18
12. Public Announcements.....	19
13. Confidentiality	20
14. Notices	20
15. Electronic signature.....	21
16. Expenses and Taxes	21
17. Termination.....	21
18. General Provisions	22
19. Governing Law and Arbitration	22
Schedule 1.....	28
Schedule 2.....	43
Schedule 3.....	64
Schedule 4.....	65

This Agreement is made on April 7, 2026.

Among

- (1) **EverSea Medicines (Singapore) Pte. Ltd.**, a company duly incorporated and validly existing in accordance with the Laws of Singapore, with its registered number 202210102K (the “**Purchaser**”);
- (2) **Hasten Biopharmaceuticals (Asia) Limited**, a company duly incorporated and validly existing in accordance with the Laws of the Cayman Islands, with its registered office at c/o Mourant Governance Services (Cayman) Limited, 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman KY1-1108, the Cayman Islands (the “**Seller**”); and
- (3) **HASTEN BIOPHARMACEUTICALS (SG) PTE. LTD.**, a company duly incorporated and validly existing in accordance with the Laws of Singapore, with its registered office at 36 ROBINSON ROAD, #20-01, CITY HOUSE, SINGAPORE 068877 (the “**Company**”).

The Purchaser, the Seller and the Company shall be collectively referred to as the “**Parties**” and each of them, individually, as a “**Party**”.

The Parties hereto recognize the others’ legal capacity required to bind them and enter into this share purchase agreement (the “**Agreement**”).

Recitals

- (A) Whereas, the Seller is the legal and beneficial owner of 1 ordinary share in the share capital of the Company, representing one hundred percent (100%) of the issued and paid-up share capital of the Company (the “**Sale Share**”).
- (B) Whereas, on March 17, 2026, Everest Medicines Limited (the “**EM Listed Co.**”) and the Seller executed a non-binding letter of intent setting forth certain non-binding terms and conditions for the acquisition of the Sale Share by the Purchaser (the “**LoI**”), and EM Listed Co. has wired to the Seller an amount in USD equal to RMB200,000,000.00 as the Deposit (as defined in the LoI) in accordance with the terms and conditions set forth in the LoI, and the Seller has confirmed the receipt of the Deposit prior to the date of this Agreement.
- (C) Whereas, for the purpose of the Transaction, the Purchaser and its advisors have carried out an analysis on the Group Companies, including commercial, legal, tax and financial aspects (the “**Due Diligence**”) and for these purposes have had access to the Due Diligence Materials, which has been saved in the Data Room.
- (D) Whereas, the Purchaser is interested in purchasing from the Seller, and the Seller is interested in selling to the Purchaser, subject to the Conditions Precedent set forth in Clause 5, the Sale Share, in accordance with the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the foregoing and the mutual covenants and agreements contained herein, intending to be legally binding, the Parties hereto agree to enter into this Agreement, which shall be governed by the following.

Clauses

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

“**Accounts Date**” means March 31, 2026.

“**Affiliate**” means, with respect to any given Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the first mentioned Person. With respect to any given Person that is a natural person, such natural person’s Affiliate also includes (i) any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of such natural person or his/her spouse, including adoptive relationships; and (ii) the trustees, acting in their capacity as such trustees, of any trust of which such natural person or any natural person within paragraph (i) of this definition is a beneficiary or, in the case of a discretionary trust, is a discretionary object. With respect to any given Person that is an investment fund or of similar nature, such Person’s Affiliates shall include (A) its shareholders; (B) any Person that has any direct or indirect interest in such Person (including any general or limited partner, if applicable) or any fund manager of such Person; (C) any Person that Controls, or is Controlled by, or is under common Control with, or is managed by, such Person or its fund

managers directly or indirectly; (D) the Affiliates of any individual described in item (A) above; and (E) any trust Controlled by or held for the benefit of any of the foregoing individuals. Notwithstanding anything herein to the contrary, for purposes of this Agreement, no portfolio company or investment fund or account affiliated with or managed by C-Bridge Healthcare Fund V, L.P. shall be deemed Affiliates of the Company, nor shall the Company be deemed Affiliates of any portfolio company or investment fund or account affiliated with or managed by affiliates of C-Bridge Healthcare Fund V, L.P..

“**Agreed Pledge**” means the pledge over the Sale Share in favor of certain bank(s) in accordance with the Share Pledge Agreement.

“**Agreement**” means this share purchase agreement and the Schedules and Annexes thereto.

“**Anti-Corruption Laws**” means any Applicable Laws that relates to bribery or corruption, to the extent applicable to a Group Company at any time.

“**Anti-Money Laundering Laws**” means all Applicable Laws of any applicable jurisdiction that relate to money laundering, counter-terrorist financing, or related financial record keeping and reporting requirements, to the extent applicable to a Group Company at any time.

“**Applicable Laws**” means (with respect to any person, property, transaction, event or other matter) any law, rule, statute, regulation, instrument, order, judgment, decree, treaty or other requirement having the force of law in any jurisdiction relating or applicable to such person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part thereof) by any person having jurisdiction over it, or charged with its administration or interpretation.

“**Asset Transfer Agreement**” means, the Asset Transfer Agreement dated January 1, 2025 entered into between the Seller and the Company in respect of the transfer of the Acquired Assets.

“**Business**” means the commercialization, distribution, marketing and sale (and, to the extent conducted, research and development) of the Products in the corresponding territories by or on behalf of the Group Companies, in each case as conducted immediately prior to the Accounts Date.

“**Business Day**” means any day (other than Saturday or Sunday) in which banks are open for business in Hong Kong Special Administrative Region, Singapore and the Cayman Islands.

“**Charter Documents**” means with respect to any entity, its certificate of incorporation, memorandum and articles of association, constitution (including, in respect of the Company, the Constitution), by-laws, limited partnership agreement, operating agreement or equivalent organizational or governing documents, in each case as amended from time to time.

“**Claim**” means a claim (including a Direct Claim and a Third Party Claim) for Damages under this Agreement.

“**Closing**” means the completion of the Transaction, i.e. (i) sale and purchase of the Sale Share in accordance with this Agreement, being the transfer of all legal and beneficial ownership of the Sale Share from the Seller to the Purchaser; and (ii) the assumption by the Purchaser from the Seller of the Pre-Closing Loan pursuant to the terms of this Agreement.

“**Closing Date**” has the meaning given in Clause 7.1.

“**Closing Notice**” has the meaning given in Clause 5.3.

“**Company**” has the meaning given in Preamble.

“**Conditions Precedent**” means any of the conditions precedent set out in Clauses 5.1.

“**Confidential Information**” means all information contained in this Agreement and any other information supplied to or received by a Party from any other Party related to this Agreement or the business, transactions, operations, proprietary trade secrets, know-how, discoveries, developments, marketing plans, strategies, forecasts, new products, product development techniques or plans, software, software documentation, unpublished financial statements, budgets, projections, technical processes, designs and design projects, invention and research projects, licenses, prices, costs and customer and supplier lists, and similar information of the disclosing Party or of any Person with whom any Party has a confidential relationship.

“**Constitution**” means the currently effective constitution of the Company, as may be amended from time to time.

“**Control**” of a given Person means the power or authority, whether exercised or not, to direct the

business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of more than fifty percent (50%) of the board of directors of such Person; the term “**Controlled**” has the meaning correlative to the foregoing.

“**Cyber Security Incident**” has the meaning given in Section 14.2(e) of Part 2 of Schedule 1.

“**Damages**” means any and all losses, liabilities, damages, costs, expenses, actions and claims, including charges, fines, penalties, interest and all legal and other professional fees and expenses and including any applicable tax, but in all events expressly excluding loss of profit and consequential or similar losses.

“**Data Room**” means a format on electronic storage media in which all written information was made available between February 10, 2026 and April 6, 2026 to the Purchaser and/or its advisors.

“**Deposit**” has the same meaning as given in the LoI.

“**Direct Claim**” has the meaning given in Clause 11.3(a).

“**Disclosures**” has the meaning given in Schedule 2.

“**Disclosure Schedule**” means the document attached hereto as Schedule 2 dated as of the date hereof, containing additional information, qualifications and all the exceptions or inconsistencies with the Seller Warranties.

“**Due Diligence**” has the meaning given in Recital (C).

“**Due Diligence Materials**” means all written information made available to the Purchaser and/or its advisors in the Data Room.

“**Encumbrances**” means any liens, pledges, mortgages, security interests, claims, actions, charges, burdens, contingencies, liabilities, attachments, third party rights or in rem rights, as well as any transfer restrictions, option rights, pre-emption rights, rights of first refusal or similar rights, of any nature whatsoever, other than, for the purposes of this Agreement, the Agreed Pledge.

“**EM Listed Co.**” means Everest Medicines Limited, an exempted company with limited liability incorporated in the Cayman Islands on 14 July 2017 whose shares are listed on the Main Board of the HKEX.

“**Fairly Disclosed**” means that there is sufficient information with enough details, and any reasonable purchaser and its professional advisors experienced in transactions similar in nature to the Transaction, by taking prima facie knowledge of such fact or matter, could make a reasonably informed assessment of the nature, substance, significance, and scope of such fact or matter, the Warranty to which it relates, and its reasonably foreseeable consequences.

“**GAAP**” means generally accepted accounting principles and standards as in effect from time to time in Singapore under Applicable Law.

“**Governmental Authority**” means the government of Singapore or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“**Group Companies**” means the Company and its Subsidiaries, and a Group Company means any of the Company and its Subsidiaries.

“**Hasten Group**” means the Seller, Hasten Biopharmaceuticals Holdings Limited, Hasten Biopharmaceuticals LoanCo Limited and its Subsidiaries (except for the Company).

“**HKEX**” means The Stock Exchange of Hong Kong Limited.

“**Indemnified Party**” means any Party seeking indemnification pursuant to a Claim filed under this Agreement.

“**Indemnifying Party**” has the meaning given in Clause 11.1.

“**Interim Period**” has the meaning given in Clause 6.1.

“**Insurance Policies**” has the meaning given in Section 20.1 of Part 2 of Schedule 1.

“**IP Rights**” has the meaning given in Section 14.1 of Part 2 of Schedule 1.

“**IT Assets**” has the meaning given in Section 14.2(a) of Part 2 of Schedule 1.

“**Key Employees**” means the key employees of the Business to be designated by the Purchaser.

“**Law**” means, any and all publicly announced 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 interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended.

“**Leakage**” has the meaning set out in Schedule 4.

“**Leakage Claim**” means a claim for any breach of Clause 4.

“**Leased Real Estate**” has the meaning given in Section 13.1 of Part 2 of Schedule 1.

“**Locked Box Accounts**” means the unaudited consolidated balance sheet of the Company as at the Locked Box Date, and the profit and loss sheet and the cash flow sheet respectively for the financial year ending on the Locked Box Date, as contained in the Data Room.

“**Locked Box Date**” means December 31, 2025.

“**LoI**” the meaning set out in Recital (B).

“**Long Stop Date**” means the date falling six (6) months after the date of this Agreement (October 6, 2026), or such later date as mutually agreed in writing between the Parties.

“**Management Accounts**” means the consolidated and unaudited management accounts (including the balance sheet, profit and loss sheet and cash flow sheet) of the Company for the period from the Locked Box Date ending on the Accounts Date.

“**Material Adverse Effect**” means any event, occurrence, fact, condition, change, development, effect, or circumstance that (i) individually or in the aggregate, has a material and disproportionate adverse effect on the condition (financial or otherwise), assets, liabilities, businesses, capitalization, operations or results of operation of the Group Companies as a whole, or (ii) prevents or materially delays or materially impairs the ability of the Company to consummate the Transaction contemplated by this Agreement, provided, however, that in determining whether a Material Adverse Effect has occurred, any effect shall be excluded to the extent that it results from (A) the termination, whether actual, intended or threatened, by any supplier to any Group Company of any corresponding supply agreement; or (B) any supplier to any Group Company ceasing to provide products or services to any Group Company, in either case whether or not as a result of the disclosure of the Transaction. For the avoidance of doubt, Material Adverse Effect shall include the following events which may have material adverse impact on the sales revenue of the Business: (i) government mandated pricing adjustment; (ii) material market change; (iii) prohibition of sales or marketing by the regulators and withdrawal of material marketing approvals for the Products; and (iv) any other similar situation that may incur effects equivalent to any of the foregoing.

“**Material Agreements**” has the meaning given in Section 9.1 of Part 2 of Schedule 1.

“**Notice of Claim**” has the meaning given in Clause 11.1.

“**Owned IP Rights**” has the meaning given in Section 14.1 of Part 2 of Schedule 1.

“**Permits**” has the meaning given in Section 16.1 of Part 2 of Schedule 1.

“**Permitted Leakage**” has the meaning set out in Schedule 4.

“**Person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust or any other entity.

“**PRC**” means the People’s Republic of China, and solely for the purpose of this Agreement, shall exclude Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan.

“**Products**” means the products set forth in Appendix 15.1 of Schedule 2 (Disclosure Schedule) and “**Product**” shall mean each of them.

“**Product Registrations**” means all active commercialized pharmaceutical product registrations and marketing authorizations to market and commercialize any Product as a pharmaceutical product and relating solely to the Business.

“**Product Registrations Data**” means: (i) the original documents or, to the extent original documents are not reasonably available, copies thereof, in all available formats, owned or controlled by Seller or any of its Affiliates as of Closing of: (A) existing available dossiers (including, to the extent applicable, all dossiers, certificates and health authorities communications) containing the relevant know-how used by the Seller or its Affiliates to obtain and maintain the Product Registrations and all other documents owned or controlled by Seller or any of its Affiliates as of Closing comprising pre-clinical, clinical or other development data related to the Products; and (B) correspondence with any Governmental Authority (including minutes and official contact reports relating to any communications with any Governmental Authority) to the extent that such correspondence related to the Products; and (ii) for clarity, all information and data included or incorporated into the documents described in the preceding paragraph (A)(i).

“**Purchase Price**” has the meaning given in Clause 3.1

“**Purchaser Warranties**” means the statements made by the Purchaser in Schedule 3 pursuant to Clause 9.2 (with references to a particular Purchaser Warranty being to a statement set out in Schedule 3).

“**Regulatory Authorisation**” means any permit, license, authorisation, certificate, assessment, registration, consent, conformity assessments, waivers or exemptions, issued by, and any declaration or notification made to the relevant Regulatory Authorities of any relevant country or group of countries, and self-assessments made by the Group Companies, to manufacture, import, test, distribute (commercially or for clinical or other research purposes), develop, conduct studies or trials or, operate, market, promote and/or sell the Products (as applicable) in such country or group of countries.

“**Regulatory Authority**” means any competent governmental, administrative, supervisory, regulatory, judicial, determinative, disciplinary, enforcement, standard setting or tax raising body, authority, agency, board, department, court or tribunal or other organisation of any jurisdiction and whether supranational, national, regional or local, and whether or not established by or having the authority of law, provided that if it is not established by or has the authority of law it is a trade association of which the group is a member or a body whose standards are generally accepted in any relevant jurisdiction or locality or a body to which the group must in practice submit in order to undertake its business in any relevant jurisdiction or locality.

“**Repaid Leakage**” has the meaning given in Clause 4.3.

“**Sale Share**” has the meaning given in Recital (A).

“**Sanctions**” means any applicable sanction, trade embargo, ban, restriction or seizure of an economic, financial or commercial nature imposed at any given time by:

- (a) the UN Security Council;
- (b) the European Union or any of its member states;
- (c) the United Kingdom, including, HM Treasury Department; or
- (d) any other competent authority.

“**Schedule**” means a schedule to this Agreement.

“**Seller Business Warranties**” means the Seller Warranties under Part 2 of Schedule 1.

“**Seller Fundamental Warranties**” means the Seller Warranties under Part 1 of Schedule 1.

“**Share Pledge Agreement**” means the share pledge agreement (together with all schedules and annexes thereto), entered into or to be entered into (as applicable) by and among the Seller, the Company, certain banks and other relevant parties thereto, pursuant to which the Agreed Pledge is created in favor of such banks over the Sale Share.

“Subsidiaries” means , with respect to a specific entity, (i) any entity (A) more than fifty percent (50%) of whose shares or other interests entitled to vote in the election of directors or (B) more than a fifty percent (50%) of whose interests in the profits or capital of such entity are owned or Controlled directly or indirectly by the subject entity or through one (1) or more Subsidiaries of the subject entity; (ii) any entity whose assets, or portions thereof, are consolidated with the net earnings of the subject entity and are recorded on the books of the subject entity for financial reporting purposes in accordance with GAAP or IFRS; or (iii) any entity with respect to which the subject entity has the power to otherwise direct the business and policies of that entity directly or indirectly through another subsidiary.

“Surviving Provisions” means Clause 1 (*Definitions and interpretation*), Clause 12 (*Public Announcements*), Clause 13 (*Confidentiality*), Clause 14 (*Notices*), Clause 16 (*Expenses and Taxes*), Clause 17 (*Termination*), Clause 18 (*General Provisions*), Clause 19 (*Governing Law and Arbitration*).

“Tax(es)” means all taxes, charges, fees, levies or other assessments (including without limitation, income, gross receipts, gains, ad valorem, value added, excise, property, duty, stamp, premium, windfall profits, environmental, customs, franchise, real property, sales, use, production, recording, licence, payroll, transfer, net worth, capital, business and occupation, disability, employment severance, franchise or withholding taxes), however denominated, imposed (whether directly or by withholding) by any Governmental Authority and includes any estimated tax, assessment interest and penalties (civil or criminal) or additions to tax, whether or not disputed. It shall include any obligations of a person or entity in connection with or related to any tax sharing or similar arrangements between such person or entity and any other person or entity.

“Tax Authority” means the Inland Revenue Authority of Singapore and any equivalent Governmental Authority in any other relevant jurisdiction with competence to impose or collect Taxes.

“Tax Indemnity” has the meaning given in Clause 10.1(a)(iii).

“Territories” means each country or jurisdiction in which the Business is, or has been conducted immediately prior to the date of this Agreement, including without limitation any country or jurisdiction in which any Group Company has, during such period, commercialized, distributed, marketed or sold any Products as any part of the Business, whether directly or through any third-party distributor, agent or representative.

“Third Party Claim” means any claims or proceedings by a third party actually served (in court or personally on the addressee), threatened or announced, which may give raise to an obligation by an Indemnifying Party to indemnify an Indemnified Party pursuant to Clause 11 of this Agreement.

“Third Party IP Rights” means all the third parties' IP Rights used by the Group Companies, whether registered or not.

“Transaction” means collectively, (i) the acquisition by the Purchaser from the Seller of the Sale Share, and (ii) the assumption by the Purchaser from the Seller of the Pre-Closing Loan pursuant to the terms of this Agreement.

“Transaction Documents” means this Agreement and any other documents or agreements executed in connection with the Transaction contemplated hereunder or thereunder and agreed by the Parties to be a Transaction Document.

“Warranties” means the statements made by the Seller in Schedule 1 pursuant to Clause 9.1 (with references to a particular Warranty being to a statement set out in Schedule 1).

1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to:
 - (i) any Party includes its successors in title and permitted assigns;
 - (ii) a “person” includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
 - (iii) any provision of this Agreement is to that provision as amended in accordance with the terms of this Agreement;
 - (iv) any document being “in the agreed form” means in a form which has been agreed by all or part of the Parties (as required by the context) on or before the date of this

Agreement;

- (v) the words “herein”, “hereof”, “hereunder”, “hereby”, “hereto”, “herewith” and words of similar import shall refer to this Agreement as a whole and not to any particular clause, paragraph or other subdivision;
 - (vi) the words “include”, “includes”, “including” and all forms and derivations thereof shall mean including but not limited to;
 - (vii) “writing” means any intentional recording of words in a visual form, whether in the form of handwriting, printing, typewriting or any other tangible form, including email or any other communication in electronic form, and “written” shall be construed accordingly;
 - (viii) all periods of days not specifically qualified as Business Days shall be deemed to refer to calendar days;
 - (ix) references to times of the day are to local time in the relevant jurisdiction unless otherwise stated; and
 - (x) “USD” and the sign “\$” means the lawful currency of the United States of America.
- (c) the table of contents and headings are for convenience only and shall not affect the interpretation of this Agreement.

2. **Sale and Purchase of the Sale Shares and Assignment of Shareholder Loan**

2.1 ***Sale and Purchase of the Sale Share***

Subject to the terms and conditions of this Agreement, at the Closing, the Seller shall sell to the Purchaser the Sale Share, and the Purchaser shall purchase such Sale Share from the Seller, together with all rights, dividends, entitlements, advantages attaching thereto on and from the Closing Date. The Sale Share shall be sold free and clear of any Encumbrances. In respect of the Agreed Pledge, the Purchaser shall have the sole discretion to either, (i) purchase the Sale Share together with, and subject to the Agreed Pledge, or (ii) first releasing the Agreed Pledge, then completing the Share Sale, and thereafter re-establishing the pledge in favor of certain bank(s).

2.2 ***Assignment of Shareholder Loan***

Subject to the terms and conditions of this Agreement, at the Closing, the Seller agrees to assign to the Purchaser, and the Purchaser agrees to succeed, all its existing rights and obligations in relation of the loan (“**Shareholder Loan**”) provided by the Seller to the Company prior to the Closing without change. For the avoidance of doubt, the consideration for such Shareholder Loan is fully included in the Purchase Price and no additional payments shall be incurred.

3. **Purchase Price and payment**

3.1 ***Purchase Price***

Subject to provision of Clause 3.3, the aggregate consideration payable by the Purchaser to the Seller for the Transaction shall be 250 million in USD (the “**Purchase Price**”). The Purchaser may, in its sole discretion, elect to pay all or part of the Purchase Price in USD or the RMB equivalent thereof, in which case the conversion of RMB into USD shall be, in Purchaser’s sole discretion, made at the central parity rate of RMB against USD published by the People’s Bank of China on any day falling within the five (5) Business Days preceding the actual payment date. The Purchase Price shall be payable in three installments as follows:

- (a) USD150 million in USD or RMB equivalent, representing sixty percent (60%) of the Purchase Price payable at Closing in accordance with Clause 3.2(a) (the “**First Installment**”, where applicable, as adjusted pursuant to Clause 3.3);
- (b) USD50 million in USD or RMB equivalent, representing twenty percent (20%) of the Purchase Price (the “**Second Installment**”), which shall become due and payable no later than March 31, 2028 (the “**Second Payment Date**”), subject to the satisfaction or waiver by the Purchaser of the conditions set out in Clause 5.4; and
- (c) USD50 million in USD or RMB equivalent, representing twenty percent (20%) of the Purchase Price (the “**Third Installment**”, together with the First Installment and the Second Installment, collectively, the “**Installments**”, and each an “**Installment**”), which shall become due and

payable no later than March 31, 2029 (the “**Third Payment Date**”), subject to the satisfaction or waiver by the Purchaser of the conditions set out in Clause 5.5.

3.2 ***Payment of Purchase Price***

The Purchase Price shall be paid in the manner set forth in this Clause 3.2.

- (a) At the Closing, the Purchaser shall pay to the Seller the First Installment, by means of wire transfer of immediately available funds to the Seller's bank account to be notified by the Seller to the Purchaser at least five (5) Business Days before expected Closing Date
- (b) Each of the Second Installment and Third Installment shall, when due and payable, be paid by the Purchaser to the Seller by wire transfer of immediately available funds to the bank account to be notified by the Seller to the Purchaser at least five (5) Business Days before the due date of payment.
- (c) Without prejudice to any other remedy available to the Purchaser, the Purchaser may set off against any amount owing to the Seller (including, without limitation, any Installment) any amount that is due and payable by the Seller to the Purchaser under this Agreement, including in respect of any Leakage Claim or any other Claim.
- (d) The Seller hereby confirms and acknowledges that payments made in accordance with this Clause 3.2 shall be a good and valid discharge of the corresponding payment obligations of the Purchaser.

3.3 ***Reduction of the Purchase Price***

Any payment made by the Seller to the Purchaser under

- (a) the Leakage provisions set forth in Clause 4; and/or
- (b) the indemnification regime set forth in Clause 10,

shall be treated by the Parties as an adjustment of the Purchase Price.

3.4 ***Repayment of Deposit***

Notwithstanding anything to the contrary in the LoI, in the event that:

- (a) this Agreement is terminated pursuant to Clause 17.3 due to the reasons solely attributed to the Seller, the Seller shall fully repay the principal of the Deposit, together with interest accrued thereon at the rate of 4.8% per annum (calculated on the basis of a 365-day year from the date of receipt of the Deposit by the Seller through and including the date of repayment), to EM Listed Co. by wire transfer of immediately available funds to the bank account designated by EM Listed Co. within ten (10) Business Days after the termination date; or
- (b) the Agreement is terminated due to the reasons other than those mentioned in the subsection (a) above, the Seller shall fully repay the principal of the Deposit to EM Listed Co. by wire transfer of immediately available funds to the bank account designated by EM Listed Co. within ten (10) Business Days after the termination date;
- (c) the Closing contemplated hereunder occurs, the Seller shall fully repay the principal of the Deposit to EM Listed Co. by wire transfer of immediately available funds to the bank account designated by EM Listed Co. within ten (10) Business Days after the Closing.

4. **No Leakage undertaking**

4.1 The Seller warrants and undertakes to the Purchaser that:

- (a) during the period commencing on (and including) the Locked Box Date up to (and including) the date of this Agreement, no Leakage has occurred other than Permitted Leakage; and
- (b) during the period commencing on the date of this Agreement up to (and including) the Closing Date, no Leakage will occur other than Permitted Leakage.

4.2 Subject to the provisions of Clause 4.4, the Seller undertakes to promptly notify the Purchaser in writing if it becomes aware of any matter or circumstance that could give rise to a Leakage Claim, including reasonable details (in so far as they are known to the Seller) of the Leakage concerned and, as far as is reasonably practicable, an estimate of the quantum of such Leakage.

4.3 Upon Closing, the Seller shall indemnify the Purchaser in respect of any Leakage in breach of the provisions of Clause 4.1 and shall pay to the Purchaser on demand a sum equal to all such amount as would otherwise be necessary to put the Group Companies into the position they would have been in if such Leakage had not occurred. The Purchaser may also elect to offset such amount from any payment to be made to the Seller (including without limitation, the Purchase Price). For the avoidance of doubt, to the extent that any Leakage is repaid directly to the Group Companies (the “**Repaid Leakage**”), then there shall be no further obligation on the Seller to pay any such Repaid Leakage to the Purchaser.

4.4 The Seller’s liability under this Clause 4 shall not be subject to the limitation provisions set out in Clause 10.

5. **Conditions Precedent**

5.1 Obligations of the Purchaser to consummate Closing and the Transaction contemplated by the Agreement shall be subject to the following Conditions Precedent being satisfied or waived by the Purchaser, on or prior to the Closing:

- (a) *Representation and Warranties*: each of the Warranties shall have been true, accurate, correct, complete and not misleading in all material respects as of the date hereof and shall be deemed to be repeated as of the Closing Date as if they were made on and as of the Closing Date, except for any of Warranties that address matters only as of a particular date other than the date of this Agreement which will have been true, accurate, correct, complete and not misleading in all material respects as of such particular date;
- (b) *Performance*: the Seller shall have performed and complied in all material respects with all obligations, covenants and undertakings required to be performed or complied with by it under the Transaction Documents prior to or at Closing;
- (c) *Proceedings and Documents*: all corporate proceedings in connection with the Transaction to be completed at the Closing required under the Charter Documents of each of Hasten Group, the Company, the Purchaser, EM Listed Co., including without limitation the resolutions of the board of directors and the shareholders (as applicable) of each of the foregoing, shall have been completed;
- (d) *Execution of the Transaction Documents*: each of the parties to the Transaction Documents, other than the Purchaser, shall have executed and delivered such Transaction Documents to the Purchaser;
- (e) *No Material Adverse Change*: there shall not have been or occurred any change, circumstance, condition, event or effect, that, individually or in the aggregate, had or would reasonably be expected to have a Material Adverse Effect on the Group Companies;
- (f) *Regulatory Approvals and Third-party Consents*: the Hasten Group and/or the Company shall have timely obtained from each Governmental Authorities or any other Person all approvals, waivers and consents, necessary for consummation of the Transaction contemplated hereby, as applicable;
- (g) *Regulatory Approvals and Third-party Consents by the Purchaser*: the Purchaser and/or its parent company (EM Listed Co.) shall have obtained the approvals, consents, or clearance from the relevant Governmental Authority, HKEX and its independent shareholders at a general meeting in respect of this Agreement and the transactions contemplated thereunder, as applicable;
- (h) *No Governmental Action*: none of the Governmental Authorities or HKEX shall have promulgated, issued, enacted, enforced or concluded any law or order, decree or judgment that renders illegal or prevents or prohibits the consummation of the Transaction, and no legal proceedings shall have been commenced, accepted or threatened by or before any Governmental Authority against any Group Companies or the Seller that renders illegal or prevents or prohibits the consummation of the Transaction or that could result in a Material Adverse Effect;
- (i) *No Litigation*: no action, lawsuit, arbitration, enforcement, freezing or any other similar measure shall have been instituted or, to the knowledge of the Seller and/or the Group Companies, threatened against the Seller and/or the Group Companies seeking to (i) enjoin, challenge the validity of the Transaction contemplated by this Agreement, or (ii) assert any liability against the Seller and/or the Group Companies that could result in a Material Adverse Effect;
- (j) *Audit*: the audited financial statements of the Group Companies, for the financial year in which

the Locked Box Date falls, prepared by an auditor acceptable to the Purchaser, shall not reveal any material adverse variance from the management accounts for such financial year that were made available to the Purchaser during the Due Diligence;

- (k) *Key Employees*: each Key Employee shall, as of the Closing, be fully dedicated to providing services to the relevant Group Company on a full-time basis, whether pursuant to (i) an employment contract with the relevant Group Company, (ii) a services agreement (if applicable), or (iii) such other arrangement as is satisfactory to the Purchaser; and each Key Employee shall remain so engaged as of the Closing Date;
 - (l) *Financing Out*: the Purchaser shall have obtained, on terms and conditions satisfactory to it, all financing or loan arrangements necessary to enable the Purchaser to pay the Purchase Price in full in accordance with this Agreement, and all relevant financing or loan documents having been duly executed and remaining in full force and effect.
 - (m) *Transferor Intellectual Property and Regulatory Variation*: The Seller shall have prepared and/or submitted, in a manner satisfactory to Purchaser, all applications to the applicable Governmental Authorities, in each case in respect of (i) the transfer of registered ownership of or license right in the Transferor Intellectual Property to the Company (to record the Company as the registered owner or licensee (where applicable)); and (ii) the regulatory variation required for the change of product owner to the Company (where applicable), in respect of the Products; and
 - (n) *Closing Certificate*: the Seller shall have executed and delivered to the Purchaser at the Closing a certificate, in form and substance satisfactory to the Purchaser, dated as of the Closing stating that the conditions specified in this Clause 5.1 (other than Clause 5.1(l)) have been fulfilled.
- 5.2 The Parties undertake to use all reasonable efforts so that the Conditions Precedent are satisfied as soon as reasonably practicable after the execution of this Agreement. The Condition Precedent set out in Clause 5.1(g) shall not be waivable.
- 5.3 Subject to Clause 5.2., the Purchaser shall promptly give notice to the Seller of the satisfaction and/or the waiver of the Conditions Precedent, except for any Condition Precedent which by its nature should be satisfied on the Closing Date (and in any event within two (2) Business Days as from such moment) (the “Closing Notice”). The Purchaser may elect, at its sole discretion, to waive, or defer the satisfaction of any Condition Precedent to the Second Payment Date or the Third Payment Date as conditions for such payments. If any Condition Precedent is deferred to the Second Payment Date but is not satisfied on such date, the Purchaser may elect to waive or further defer the satisfaction of such Condition Precedent to the Third Payment Date.

Payment of the Second Installment

- 5.4 The Second Installment shall become due and payable by the Purchaser to the Seller on the Second Payment Date on the condition that the following conditions are satisfied (or waived in writing by the Purchaser):
- (a) *Representation and Warranties*: there shall have been no material breach of any Warranty given as of the date of this Agreement or as of the Closing Date;
 - (b) *Performance*: the Seller shall have performed and complied in all material respects with all obligations, covenants and undertakings required to be performed or complied with by it under the Transaction Documents (including Clause 8.1 Non-Competition; Non-Solicitation) prior to or on the Second Payment Date;
 - (c) *No Governmental Action*: none of the Governmental Authorities or the relevant stock exchanges shall have promulgated, issued, enacted, enforced or concluded any law or order, decree or judgment that renders illegal or prevents or prohibits the consummation of the Transaction, and no legal proceedings shall have been commenced, accepted or threatened by or before any Governmental Authority against any Group Companies, the Seller that renders illegal or prevents or prohibits the consummation of the Transaction or that could result in a Material Adverse Effect;
 - (d) *Completion of the Closing*: the Closing shall have taken place pursuant to Clause 3.2(a) hereof;
 - (e) *No Material Adverse Change*: there shall not have been or occurred any change, circumstance, condition, event or effect, that, individually or in the aggregate, had or would reasonably be expected to have a Material Adverse Effect on the Group Companies as of December 31, 2027;

- (f) *Certificate*: the Seller shall have executed and delivered to the Purchaser at the Second Payment Date a certificate, dated as of the Second Payment Date stating that the conditions specified in this Clause 5.4 have been fulfilled.

Payment of the Third Installment

5.5 The Third Installment shall become due and payable by the Purchaser to the Seller on the Third Payment Date on the condition that the following conditions are satisfied (or waived in writing by the Purchaser) :

- (a) *Representation and Warranties*: there shall have been no material breach of any Warranty given as of the date of this Agreement or as of the Closing Date;
- (b) *Performance*: the Seller shall have performed and complied in all material respects with all obligations, covenants and undertakings required to be performed or complied with by it under the Transaction Documents (including Clause 8.1 Non-Competition; Non-Solicitation) prior to or on the Third Payment Date;
- (c) *No Governmental Action*: none of the Governmental Authorities or the relevant stock exchanges shall have promulgated, issued, enacted, enforced or concluded any law or order, decree or judgment that renders illegal or prevents or prohibits the consummation of the Transaction, and no legal proceedings shall have been commenced, accepted or threatened by or before any Governmental Authority against any Group Companies, the Seller that renders illegal or prevents or prohibits the consummation of the Transaction or that could result in a Material Adverse Effect;
- (d) *Completion of the Closing and the payment of Second Installment*: the Closing and the payment of the Second Installment shall have taken place pursuant to Clauses 3.2(a) and 3.2(b) hereof, respectively;
- (e) *No Material Adverse Change*: there shall not have been or occurred any change, circumstance, condition, event or effect, that, individually or in the aggregate, had or would reasonably be expected to have a Material Adverse Effect on the Group Companies as of December 31, 2028; and
- (f) *Certificate*: the Seller shall have executed and delivered to the Purchaser at the Third Payment Date a certificate, in form and substance satisfactory to the Purchaser, dated as of the Third Payment Date stating that the conditions specified in this Clause 5.5 have been fulfilled.

5.6 Without prejudice to any other rights or remedies available to the Purchaser, the Purchaser shall be entitled to deduct and set off from the Second Instalment and/or the Third Instalment any amount that is due and payable by the Seller to Purchaser in respect of any claim for breach of the Seller Fundamental Warranties, any Tax Indemnity Claim, or any other Claim by the Purchaser against the Seller under this Agreement.

6. Interim period

6.1 Except as otherwise expressly provided in this Agreement or otherwise agreed upon in writing by the Purchaser, the Seller undertakes, from the date hereof until the Closing Date, both included (hereinafter, the “**Interim Period**”), to procure that each Group Company in its ordinary course as has been carried on since the Accounts Date, (i) properly conducts its Business with objective of continuing to maintain its business and achieve revenue growth; and (ii) preserves its respective properties, businesses and relationships with employees, customers, suppliers and other persons with whom such Group Company has commercial dealings, preserve the goodwill of such Group Company, maintain the assets in a good state of repair and condition, and maintain the validity of the Regulatory Authorisations and file for timely renewals thereof. For the avoidance of doubt, the Seller shall not be held liable under this Clause 6.1 in the event any employee, customer or supplier unilaterally terminates the employment relationship or commercial relationship or ceases to do business, as the case may be, with a relevant Group Company for reasons not attributable to such Group Company, including but not limited to the disclosure or execution of the Transaction.

6.2 In order to carry out any actions outside the ordinary course of business (other than those permitted under Clause 6.4), the Seller shall give prior written notice to the Purchaser of the proposed actions and request its express consent, which shall not be unreasonably withheld or delayed.

6.3 Without prejudice to the generality of this Clause 6, during the Interim Period, each Group Company shall not, and the Seller shall procure that each Group Company shall not, without the prior written consent of the Purchaser:

- (a) pass any corporate resolution regarding any structural modification of any Group Company, including the merger, de-merger or global or partial assignment of assets and liabilities;
 - (b) pass any corporate resolution regarding the dissolution or liquidation of any Group Company;
 - (c) pass any corporate resolution regarding the issuance of new shares or any other securities by any Group Company;
 - (d) pass any corporate resolution regarding the distribution of dividends or other distributions by any Group Company;
 - (e) amend or alter the Charter Documents of any Group Company, save as required by Applicable Laws;
 - (f) sell, transfer or otherwise dispose of shares of any Group Company;
 - (g) carry out any act or omission which the Seller knows will result in the breach of the Seller Warranties at any time up to (and including) Closing;
 - (h) other than the disposal of inventory or other assets in the ordinary course of business, dispose of, or agree to dispose of, any assets of any Group Company with the value in excess of US\$100,000 or otherwise constitute any Encumbrance over such assets;
 - (i) create any additional Encumbrances over the Sale Share;
 - (j) borrow any loans or other monetary facility from any financial institutions, any member of the Hasten Group, or any other third parties, or grant or make any loans to any member of the Hasten Group, or any other third parties, in each case other than any interest-free loans borrowed in the ordinary course of business for the purpose of funding the working capital requirements;
 - (k) other than in the ordinary course of business, cause or permit any Group Company to make any capital expenditures in excess of US\$100,000;
 - (l) cause or permit any Group Company to make any change (except for those required under Applicable Law or made on a basis consistent with past practice) in the rate of compensation, commission, bonus, or other direct or indirect remuneration payable;
 - (m) except as may be required as a result of a change in Law or in the accounting principles, change any of the accounting practices or principles used by any Group Company ;
 - (n) fail to file on a timely basis any Tax returns that any Group Company is required to file (taking into account all extensions of time);
 - (o) cause or permit any Group Company to initiate, discontinue or settle litigation or arbitration proceedings;
 - (p) other than in the ordinary course of business, sell, transfer, license, sublicense, mortgage, assign, abandon, or otherwise dispose of or encumber any IP Rights of any Group Company, or enter into any contract under which any of the Group Companies grants or agrees to grant any right in relation to any IP Rights, or covenants not to sue or releases from liability for infringement with respect to any IP Rights of any Group Company, or indemnifies against infringement of any Third Party IP Rights by any Group Company;
 - (q) other than in the ordinary course of business, terminate, cancel, rescind, repudiate or otherwise discharge or purport to discharge, or accept the termination or rescission of, any Material Agreement, or adversely amend, modify, supplement or waive, release or assign any material right, benefit or claim under any Material Agreement;
 - (r) enter into any lease agreement by any Group Company; or
 - (s) take any action or enter into any agreement that may conflict with, or constitute a breach, or otherwise adversely affect the enforceability of the Transaction Documents.
- 6.4 Nothing in this Clause 6 shall prevent the Seller or the Company from carrying out any actions which are considered in good faith to be mandatory for the Company or its respective directors or managers, under any contract entered into and which are not contrary to the terms and conditions set forth in this Agreement or any other source of obligations (including under any Applicable Law).
- 6.5 Before Closing, the Seller shall, and shall cause other members of Hasten Group to, refrain from entering into any distribution agreement, long-term agreement, framework agreement or agreement of any kind of

governing terms and conditions of the sale of products by the Seller and/or a member of the Hasten Group to any Group Company. To the extent the Seller or any member of the Hasten Group sells or otherwise supplies any products to any Group Company during the Interim Period, the Seller shall procure that the price of each of the relevant products sold to any Group Company be substantially the same as that immediately prior to the date of this Agreement.

- 6.6 During the Interim Period, to the extent applicable, the Seller and/or the Company shall use its best commercial efforts to take necessary actions (such as to prepare and maintain adequate bridging stock of the Products in each applicable market) to properly deal with (i) the planned termination of commercial contracts relating to the Products, and/or (ii) any pending regulatory renewal or variation of applicable marketing authorisations, in each case so as to minimise any disruption to the Business during the Interim Period. The Seller and/or the Company shall consult and cooperate with the Purchaser in good faith to agree on the specific arrangements for such actions.

Exclusivity

- 6.7 During the Interim Period, the Seller shall not, directly or indirectly, solicit, initiate, encourage, facilitate or participate in any discussions or negotiations with, or provide any information to, any Person (other than the Purchaser and its advisors) in connection with any acquisition, merger, sale of shares or all or substantially all assets or similar transaction involving any Group Company or the Business (an “**Alternative Transaction**”). The Seller shall promptly notify the Purchaser in writing of any unsolicited approach or enquiry received in respect of any Alternative Transaction.

Access and information rights

- 6.8 During the Interim Period, the Seller shall, and shall procure that each Group Company shall, upon reasonable prior notice from the Purchaser:

- (a) give the Purchaser and its authorised representatives reasonable access (during normal business hours) to the books, records, accounts, premises, management and employees of each Group Company;
- (b) provide the Purchaser with copies of any material contracts, correspondence, management accounts and other documents reasonably requested by the Purchaser; and
- (c) keep the Purchaser reasonably informed of any material development in relation to the business or affairs of any Group Company.

- 6.9 Prior to the Closing, the Seller and the Group Companies shall promptly notify the Purchaser in writing of (i) all events, circumstances, facts and occurrences arising subsequent to the date of this Agreement which could reasonably be expected to result in any material breach of a representation or warranty or covenant or agreement of the Seller or any of the Group Companies in this Agreement or which could have the effect of making any representation or warranty of any of the Seller untrue or incorrect in any material respect, and (ii) all other material developments which has a Material Adverse Effect on the assets, liabilities, Business, financial condition, operations, result of operations, client relationships, employee relations, of the Group Companies.

7. Closing

Closing Date

- 7.1 Subject to the Conditions Precedent as specified in Clause 5.1 having been satisfied or, where applicable, waived in accordance with this Agreement, Closing shall take place remotely via the exchange of electronic documents and signatures no later than ten (10) Business Days as from the receipt by the Seller of the Closing Notice or such other date mutually agreed by the Parties (the “**Closing Date**”).

Closing Deliverables by the Seller.

- 7.2 *Delivery by the Seller:* at the Closing, the Seller shall deliver or cause to be delivered to the Purchaser:

- (a) a written confirmation (email being sufficient) delivered by the company secretary of the Company, listing the documents (including the certificate confirming incorporation of the Company, the Constitution, all statutory and other books and records) and the company chops and common seals kept at such company secretary as of the Business Day immediately preceding the date of Closing;
- (b) a letter issued by the Company to the Purchaser stating the password to the relevant system of the Company for access to all books of accounts and financial and tax records of the Company

for the past five (5) fiscal years, either in electronic forms or hard copies, and a copy of the latest available audited or management accounts of the Company, certified as true by a director of the Company; and all banking tokens, U-Keys and other electronic banking credentials (together with any passwords or activation codes required for their use) in respect of each bank account of the Company;

- (c) a duly executed true copy of the resolutions of the board of directors of the Company and the shareholder resolutions of the Company, each:
- (i) authorizing the execution and delivery of the Transaction Documents to which the Company is a party and the consummation of the Transaction contemplated hereby and thereby;
 - (ii) approving the Sale Share transfer and subject to the instruments of transfer with respect to the Sale Share being duly stamped, the registration of the Purchaser into the electronic members of the Company as the holder of the Sale Share, and directing the secretary of the Company to promptly lodge the Sale Share transfer with the Accounting and Corporate Regulatory Authority in Singapore (the “ACRA”);
 - (iii) authorizing the cancellation of the existing share certificate issued in the name of the Seller and issuance of the new share certificate to the Purchaser in respect of the Sale Share (if applicable);
 - (iv) authorizing the revocation of all existing bank mandates of the Company, and the appointment of such natural Persons nominated by the Purchaser (at least ten (10) Business Days prior to the Closing Date) as authorized signatories for the bank accounts of the Company and in such manner as the Purchaser requires with effect from the Closing Date; and
 - (v) with respect to the shareholder’s resolutions, waiving the pre-emption rights, rights of first refusal or other similar pre-emptive rights, whether statutory or contractual, in respect of the Sale Share available to the Seller;
- (d) the original share certificate in respect of the Sale Share issued in the name of the Seller to be cancelled (if applicable) ;
- (e) the original instruments of transfer with respect to the Sale Share duly executed by the Seller in favour of the Purchaser; and
- (f) the proper materials (such as Form E4A and working sheet D) agreed by the Purchaser computing the net asset value per share in the form prescribed by the Inland Revenue Authority of Singapore for the purpose of assessing the stamp duty payable on the transfer of Sale Share.

Closing Deliverables by the Purchaser

- 7.3 At the Closing, the Purchaser shall pay the First Installment by wire transfer of immediately available funds to the designated account of the Seller in accordance with the Clause 3.2.

Registration with ACRA

- 7.4 At the Closing, subject to the instruments of transfer with respect to the Sale Share being duly stamped, the Purchaser shall be entitled to designate:
- (a) the secretary of the Company to lodge the relevant return of allotment with the Accounting and Corporate Regulatory Authority in Singapore (the “ACRA”) and to update the Company’s electronic register of members, dated as of the Closing Date, evidencing the ownership by the Purchaser of the Sale Share; and
 - (b) the Company to issue an original share certificate in the name of the Purchaser, dated as of the Closing Date and duly executed on behalf of the Company, evidencing the ownership by the Purchaser of the Sale Share.
- 7.5 Each Party shall carry out any other action and execute any other document required to be performed or executed by such Party on the Closing Date in accordance with the terms of this Agreement.
- 7.6 No Party shall be obliged to perform any of its obligations under Clauses 7.2 and 7.3 unless the other Party performs its obligations under such Clauses.
- 7.7 Without prejudice to any other remedies available, if in any respect the provisions of this Clause 7 are

not complied with by the Party on the Closing Date, the other Party may not be in default and has the right to:

- (a) defer the Closing to a date not more than ten (10) Business Days after the Closing Date (and so that the provisions of this Clause 7 shall apply to the Closing as so deferred);
- (b) effect the Closing so far as practicable having regard to the defaults which have occurred (without prejudice to its rights hereunder); or
- (c) terminate this Agreement (save for the Surviving Provisions, which shall survive termination and continue to be valid, binding and enforceable on and/or against the Parties) and neither Party shall have any claim against the other for costs, damages, compensation or otherwise, save for any rights, claims or remedies available or already accrued to a Party prior to such termination.

8. Post-Closing Actions

8.1 *Non-Competition; Non-Solicitation:*

- (a) For a period of five (5) years commencing on the Closing Date (the “**Restricted Period**”), Seller shall not, and shall cause the other members of Hasten Group not to, directly or indirectly:
 - (i) carry on, be engaged or involved in, or provide services to, any business which is the same as, or would be in competition with any part of, the Business within the Territories;
 - (ii) hold any interest in any Person that carries on the Business within the Territories, whether as a shareholder, partner, member, joint venturer, beneficial owner or otherwise; and
 - (iii) act as a director, officer, employee, consultant, agent, adviser or representative of any Person that carries on any such business within the Territories.
- (b) During the Restricted Period, Seller shall not, and shall cause the other members of Hasten Group not to, directly or indirectly:
 - (i) solicit, induce or encourage any person who is, or was at any time during the twelve (12) months prior to the Closing Date, an employee, officer, director or individual contractor of the Business to resign from or cease providing services to the Business; or
 - (ii) employ or engage any such person, unless otherwise agreed by the Purchaser and the Seller.
- (c) During the Restricted Period, the Seller shall not, and shall cause the other members of Hasten Group not to, directly or indirectly, solicit, canvass, approach or entice away (or attempt to do so) any person who is, or was at any time during the twelve (12) months prior to the Closing Date, a client, customer, supplier, distributor or agent of the Company, with a view to offering goods or services which compete with the Business within the Territories or otherwise diverting business away from the Company.
- (d) The Seller acknowledges and agrees that the restrictions in this Clause 8.1 are no greater than is reasonable and necessary for the protection of the goodwill and business of the Group Companies acquired by the Purchaser pursuant to this Agreement. If any restriction is held to be void or unenforceable but would be valid and enforceable if some part of it were deleted or reduced, such restriction shall apply with such modification as may be necessary to make it valid and enforceable.
- (e) The Seller acknowledges that a breach or threatened breach of this Clause 8.1 may cause the Purchaser irreparable harm for which monetary damages would not be an adequate remedy and that, in addition to any other remedy available at law or in equity, the Purchaser shall be entitled to seek injunctive or other equitable relief without the necessity of proving actual damages or posting any bond or other security.

8.2 *Directors' changes cooperation:* The Seller shall, and shall use its best efforts to procure that all current and former directors and officers of the Company shall, cooperate fully with the Purchaser and execute and deliver all documents and take all actions reasonably required by the Purchaser in connection with any change of directors or officers of the Company if required by the Purchaser, whether at Closing or

thereafter, including executing any necessary written resolutions and statutory forms required for filing with the ACRA.

8.3 *Transitional Service*: During the period from Closing until the date falling twelve (12) months after the Closing Date (or such longer period as the Parties may agree in writing) (the “**Transition Period**”), the Seller shall, and shall procure that its Affiliates, provide to the Company such transitional services as are reasonably necessary to ensure the orderly continuation of the Business free of charge.

8.4 *Intellectual Property Transfer and Regulatory Variation*: as soon as practicable after the Closing, the Purchaser and the Seller shall, and shall procure that each relevant Group Company shall, take all actions to (i) complete the transfer of the registered ownership of or license right in the Transferor Intellectual Property to the Company (to record the Company as the registered owner and licensee (where applicable)); and (ii) complete all regulatory variations required for the change of product owner to the Company, in respect of the Products.

9. **Warranties**

9.1 *Seller Warranties*

(a) The Seller hereby warrants to the Purchaser that each and every Warranty is true, correct and complete in material aspects as of the date of this Agreement and as of the Closing Date (both inclusive), with the exceptions disclosed in the Disclosure Schedule. If during the Interim Period, the Seller becomes aware of any fact or circumstance arising out during such Interim Period that affects the truth, accuracy or correctness as of the Closing Date of any Seller Warranty, the Seller shall immediately (and in any event within the five (5) Business Days after being aware of the same) notify the Purchaser of the incidence of such new facts or circumstances with reasonable details. For the avoidance of doubt, such notification shall not release the Seller from any liabilities associated with the Warranty made as of the Closing Date being untrue, incorrect, misleading or inaccurate under Clause 10.1(a)(i).

(b) Each Warranty is a separate and independent warranty, and, save as (i) otherwise expressly provided herein or (ii) where a relevant exception to a certain Warranty is already apparent with respect to any other Warranty, no Warranty shall be limited by reference to any other Warranty or by the other terms of this Agreement.

(c) The Purchaser’s right to bring a Claim in respect of any Warranty shall not be affected by any investigation conducted by or on behalf of the Purchaser, other than to the extent a matter is Fairly Disclosed.

9.2 *Purchaser Warranties*

(a) The Purchaser warrants to the Seller that each and every Purchaser Warranty contained in Schedule 3 is true and correct in all material aspects as of the date of this Agreement.

(b) Each Purchaser Warranty is a separate and independent warranty, and, save as otherwise expressly provided, no Purchaser Warranty shall be limited by reference to any other Purchaser Warranty.

10. **Indemnity provisions**

10.1 *Seller indemnification*

(a) Subject to the limitations and qualifications set forth under this Clause 10, the Seller indemnifies and holds harmless the Purchaser from and against any and all Damages, actually incurred or suffered by the Purchaser arising from, by reason of or, in connection with any:

(i) Warranty being untrue, incorrect, misleading or inaccurate;

(ii) breach of or default in connection with any of the Seller's covenant, obligation or undertaking contained in this Agreement;

(iii) any Tax and related interests, surcharges, fines and penalties, if any, that may arise from the date as of the date hereof to the Closing Date in relation to (A) any Group Company’s use of losses of itself, other Group Company or the Seller to offset the realized profits, (B) any Tax Authorities’ audit, queries and/ or investigations with respect to the Group Companies’ Tax filings prior to Closing, (C) transfer pricing policies and practices with respect to connected party transactions, (D) the Group Companies’ value added tax practice; (E) any tax audit or tax investigation or tax

queries in relation to the period before the Closing Date; and (F) application of tax treaties (and satisfaction of the relevant administrative conditions) in relation to royalty payments between the Company and other Group Companies (the “**Tax Indemnity**”); and

- (iv) any Leakage in breach of Clause 4.1.
- (b) Any amounts payable under the indemnity provisions set forth in this Agreement shall be deemed as an adjustment to the Purchase Price.

10.2 *Purchaser's Indemnification*

From and after the Closing, the Purchaser shall indemnify and hold harmless the Seller from and against any and all Damages, incurred or suffered by the Seller arising from, by reason of or, in connection with any:

- (a) Purchaser Warranty being untrue, incorrect, misleading or inaccurate; and
- (b) breach of or default in connection with any of the Purchaser's covenant, obligation or undertaking contained in this Agreement.

10.3 *Limitations on Claims*

(a) *General limitations*

- (i) The limitations set out in this Clause 10.3(a) shall not apply to a Claim which is:
 - (A) a result of a breach of a Seller Fundamental Warranty, as applicable; or
 - (B) a result of a material breach of a covenant assumed by the Seller under this Agreement.
- (ii) No Claim shall be made unless the amount of such individual Claim (or series of Claims arising from the same or substantially similar facts or circumstances) exceeds 0.1% of the Purchase Price.
- (iii) The aggregate liability of the Seller in respect of all and any Claims (other than Claims for breach of Seller Fundamental Warranties, Tax Indemnity Claims or Leakage Claims) shall be limited to 30% of the Purchase Price; without prejudice to the foregoing, the aggregate liability of the Seller in respect of all Claims for breach of Seller Fundamental Warranties and all Tax Indemnity Claims shall not exceed 100% of the Purchase Price.
- (iv) The Seller shall not be liable in respect of any Claim unless the aggregate liability for all Claims against the Purchaser exceeds 0.5% of the Purchase Price, in which case the Seller shall, be liable for the entire amount of the Damages under such Claims and not merely the excess.

(b) *Other limitations*

- (i) No liability of the Seller in respect of any breach of any Warranty or the Tax Indemnity shall arise:
 - (A) if such breach occurs by reason of any matter which would not have arisen but for the coming into force of any legislation not in force at the Closing Date or by reason of any change to the practice of the Tax Authority occurring after the Closing Date;
 - (B) to the extent that specific allowance, provision or reserve has been made in the Management Accounts or the Locked Box Accounts in respect of the matter to which such liability relates;
 - (C) to the extent that the matter giving rise to the relevant Claim is a matter for which the relevant Group Company or the Purchaser can recover and has recovered money from an insurance company or any other third party. The Parties agree to carry out any actions (at the expense of the Indemnifying Party) that may be reasonably required in order to recover Damages from the corresponding insurance company or any third party against whom recourse is legally available;
 - (D) if a Claim arises from facts, events or circumstances that have been taken into account for the calculation of the Purchase Price; or have already given rise to any other Claim under this Agreement (no double-dipping).

- (ii) Each Indemnified Party shall be entitled to make a Claim in respect of liability which is contingent or unascertained provided that written Notice of Claim is given to the Indemnifying Party (i) within five (5) years after the Closing in the case of any Claim relating to a Seller Fundamental Warranty; (ii) within three (3) years after Closing in the case of any Claim relating to a Tax Indemnity; or (iii) within two (2) years after the Closing in the case of a Claim relating to a Seller Business Warranty.
- (iii) The Indemnifying Party shall not be liable for any Damage if the alleged breach which is the subject of the Claim giving rise to the Damage is capable of remedy and is remedied within twenty (20) Business Days of the date on which the Notice of Claim is received by the Indemnifying Party.
- (iv) Nothing in this Agreement shall prejudice each Indemnified Party's duty to mitigate any loss or liability which is the subject of a Claim.
- (v) The Purchaser shall not be entitled to recover Damages more than once in respect of any specific Claim for breach of any of the Seller Warranties or otherwise obtain reimbursement or restitution more than once in respect of any one breach of Warranty or Claim arising out of or in connection with the same circumstances.

11. Procedure for Claims

11.1 Notification of Claims

The Indemnified Party shall as soon as reasonably practicable give notice to the Party against whom indemnity is sought (the “**Indemnifying Party**”) of the assertion of its Claim for indemnity with respect to any (i) Third Party Claim (indicating the total amounts claimed by the third party, if known) or (ii) other actual breach of the provisions of this Agreement (indicating the total amount of Damages incurred, if known) (the “**Notice of Claim**”). The failure of the Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent such failure shall have materially prejudiced the Indemnifying Party's right or ability to object or defend such Claim.

11.2 Third Party Claims

Where the Claim for indemnity is related to a Third Party Claim, the Parties shall follow the following rules:

- (a) The Indemnifying Party shall notify the Indemnified Party as soon as reasonably practicable, and in any event within the twenty (20) Business Days following the date on which the Indemnified Party provided the Notice of Claim, whether the Indemnifying Party agrees with the Third Party Claim, in which case the Indemnifying Party shall promptly pay to the Indemnified Party any Damages incurred as a result of said Third Party Claim once such Damages become effectively due and payable. If the Indemnifying Party does not answer the Notice of Claim within the twenty (20) Business Day period, the Indemnifying Party shall be deemed to have consented to the Claim for indemnity.
- (b) Should the Indemnifying Party object to the Third Party Claim, the Indemnifying Party, subject to the provisions set out in paragraph (c) below, shall have the right (but not the obligation) to determine and conduct the defense of any Third Party Claim, and the costs and expenses incurred in connection with such defense shall be assumed by the Indemnifying Party.
- (c) In case the Indemnifying Party conducts the defense of the Third Party Claim under the following rules (which, for the avoidance of doubt shall apply *mutatis mutandis* in case that the Indemnified Party is in charge of the conduct and defense of the Third Party Claim):
 - (i) The Indemnifying Party shall conduct the defence of the Third Party Claim in good faith with a view to minimizing the potential liability of the Group Companies in connection with the Third Party Claim and, to that end, shall be assisted by reputable counsel if reasonably required under the circumstances and, in general, take all reasonable measures for an adequate defence against the Third Party Claim. The current advisors of the Group Companies shall be allowed to participate in the defence of the Third Party Claim by making suggestions and proposals, without prejudice to the Indemnifying Party's right to conduct such defence.
 - (ii) The Indemnified Party shall have the right to receive, at any time, copies of all pleadings, notices and communications with respect to the Third Party Claim, and shall have the right to actively participate in any defence of the Third Party Claim or

settlement negotiations with respect to the Third Party Claim.

- (iii) The Indemnifying Party shall (A) keep the Indemnified Party informed of the progress of all such proceedings related to the Third Party Claim; (B) make available to the Indemnified Party all notices, communications and filings with respect to such Third Party Claim and, in any case, with as much time as possible so as to allow the Indemnified Party to meaningfully review and comment on all documentation prior to the filing thereof with the applicable court, arbitration panel or other body; (C) consider in good faith, and, when reasonable or advisable, implement, such comments and all other strategic or other considerations or advice that may be timely and reasonably offered by the Indemnified Party or its counsel in respect of such Third Party Claim; and (D) allow one or more individuals designated by the Indemnified Party to attend and participate in all meetings in respect of such Third Party Claim to the extent permitted under Applicable Law.
- (iv) The Indemnified Party agrees to cooperate, at the cost or expense of the Indemnifying Party, with the Indemnifying Party and its counsel in contesting any Third Party Claim that the Indemnifying Party elects to contest or, if appropriate, in making any counterclaim against the person asserting the Third Party Claim, or any cross-complaint against any person.
- (v) Any out-of-court settlement or acquiescence relating to the Third Party Claim will require the Indemnifying Party provide a description of the settlement with reasonable level of detail to the Indemnified Party and the Indemnified Party's express written consent, which shall not be unreasonably withheld, conditioned or delayed and which shall be deemed to have been given unless the Indemnified Party shall have objected within twenty (20) Business Days after a written request for such consent by the Indemnifying Party. In the event that the Indemnified Party has consented to such settlement, the Indemnifying Party shall not have any power of authority to object to the amount of any Claim for indemnity made by the Indemnified Party against the Indemnifying Party under this Clause 11.2.
- (vi) The Indemnified Party shall be entitled to take over the defence of the Indemnifying Party under the Third Party Claim when the Indemnifying Party does not conduct the defence thereof diligently and in good faith.

11.3 *Direct Claims*

- (a) Where the Claim for indemnity is related to any breach of the provisions of this Agreement (other than Third Party Claims) (a "**Direct Claim**"), the Indemnifying Party shall notify the Indemnified Party as soon as reasonably practicable, but no later than twenty (20) Business Days after delivery of the Notice of Claim to the Indemnifying Party under Clause 11.1, whether the Indemnifying Party,
 - (i) agrees with the Direct Claim, in which case the Indemnifying Party shall immediately pay to the Indemnified Party all Damages incurred as a result of said Claim for indemnity; or
 - (ii) objects to the Direct Claim.
- (b) If the Indemnifying Party does not answer the Notice of Claim within the twenty (20) Business Day period, the Indemnifying Party shall be deemed to have rejected the Claim for indemnity.
- (c) In the event of total or partial acceptance of the Notice of Claim, the Indemnifying Party shall pay the Indemnified Party the amount for which they have accepted liability within twenty (20) Business Days following the date of notice by the Indemnifying Party to the Indemnified Party of the acceptance of the Direct Claim.
- (d) In the event of total or partial objection of the Notice of Claim, any of the Parties shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

12. **Public Announcements**

- 12.1 Subject to Clause 12.2, all public announcements related to this Agreement shall be expressly and previously agreed by the Parties and executed under the wording and media mutually agreed.

12.2 Any announcement or circular required to be made or issued by any Party by Law or under the rules and regulations of a stock exchange or any other applicable Governmental Authority or regulator may be made or issued by that Party, provided that (i) to the extent legally permissible and commercially feasible, such Party shall deliver a draft announcement or circulate to the other Party for comments at least two (2) Business Days in advance to issuance; and (ii) the other Party may raise reasonable comments for such Party's consideration within one (1) Business Days after receiving the draft.

12.3 Without prejudice to the foregoing, the Parties acknowledge and agree that the Purchaser's parent company EM Listed Co. is a public company and listed on HKEX, and, in such capacity, the Purchaser may issue its press release, provided that such press release is substantially based on the announcement made under Clause 12.2 or otherwise agreed by the Parties.

13. Confidentiality

13.1 Except as otherwise provided in the Transaction Documents and in Clause 12 above, the Parties undertake:

- (a) not to disclose to any third party any Confidential Information and, consequently, not to communicate, indicate or suggest to any third party the existence of the Transaction Documents and the Transaction contemplated under the Transaction Documents;
- (b) not to make use of the Confidential Information other than for the purposes of the Transaction contemplated under the Transaction Documents;
- (c) to restrict access to the Confidential Information only to its own or its Affiliates' responsible employees or professional advisers who need to have such access for the purposes of the Transaction contemplated under the Transaction Documents, and to impose upon such persons obligations of confidentiality equivalent to those contained herein (and to be responsible for any breach of the terms of this Agreement by its own employees or advisers);
- (d) to take or to permit to be taken only such copies of any document or other material (in whatsoever medium) embodying any of the Confidential Information as are reasonably necessary for the purposes mentioned herein and forthwith on request at any time to, at the selection of such Party, (i) return (and procure the return by any third party to whom disclosure of any of the Confidential Information by it has been made) to the other Party or as it may direct, or (ii) destroy (and procure destruction by any third party to whom disclosure of any of the Confidential Information by it has been made) all or any of the documents or other material containing or embodying the Confidential Information together with all copies thereof and extracts therefrom; and
- (e) if one Party receives any communication requesting disclosure of any of the Confidential Information or indicating any intention to obtain or the fact that there has been obtained any order which would oblige that Party in Law to disclose any of the Confidential Information, that Party will, insofar as not prohibited by Law, communicate to the other Party the fact that communication has been received and all details of the same with a view to the Parties co-operating in taking all reasonable and proper steps to ensure so far as is possible that the Confidential Information and this Agreement are maintained in the strictest confidence.

13.2 The above undertaking shall not apply to Confidential Information that:

- (a) the receiving Party can demonstrate by competent proof was known to it or was part of the public domain prior to or at the time of disclosure; or
- (b) the receiving Party lawfully or properly obtains without obligation of confidentiality; or
- (c) comes into the public domain otherwise than through the default or negligence of the receiving Party; or
- (d) has been independently developed by the receiving Party without reference to the information of the other Party; or
- (e) is disclosed by Law or regulation or in response to a valid order of a court or other governmental body and only if the receiving Party promptly notifies the disclosing Party of the required disclosure and the disclosing Party permits, at its expense, the receiving Party to seek an appropriate legal remedy to maintain the Confidential Information in secret.

14. Notices

14.1 Any notice to a Party under this Agreement shall (i) be in writing (ii) signed by or on behalf of the Party

giving it, and (iii) unless delivered to a Party personally with written confirmation of receipt by the receiving Party, be left at, or sent by e-mail, or registered mail or courier to the address of the Party as set out in Clause 14.2 or as otherwise notified in writing from time to time pursuant to this Clause 14.1. Communications shall be considered validly served on the date of acknowledgement of receipt.

14.2 The addresses for the service of the Parties as referred to in the preceding paragraph shall be:

(a) As regards the Purchaser or, after the Closing, the Group Companies:

Address: 36 ROBINSON ROAD, #20-01 CITY HOUSE, SINGAPORE 068877

Attention: Legal Department

Email: legal@everestmedicines.com

With a copy to: Legal Department, 17F, AIA Financial Center, 866 Dongchangzhi Road, Hongkou District, Shanghai 200083 China

(b) As regards the Seller:

Address: 22nd floor, Qiantan Xinde Center, No. 18, Lane 666, Haiyang West Road, Pudong New Area, Shanghai 200124, China

Attention: Legal Department

Email: legal@hastenpharma.com

(c) As regards the Group Companies, before the Closing:

Address: Unit 06-58, 20 Anson Road, Level 6, Twenty Anson, Singapore 079912

Attention: Legal Department

Email: legal@hastenpharma.com

15. **Electronic signature**

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This Agreement may be executed electronically through an electronic signature platform or by signature image or digital signature. Upon execution by all the Parties, the Agreement shall be deemed valid, fully effective and binding upon them.

16. **Expenses and Taxes**

16.1 Each Party shall pay its own costs, expenses and Taxes incurred in connection with the negotiation, preparation and execution of this Agreement (and any documents referred to in it), including but not limited to the fees of any legal advisors, auditors and any other counselors contracted by any of the Parties.

16.2 Any Taxes and registrar fees arising from the consummation of this Agreement shall be paid by the Person responsible under Applicable Law.

17. **Termination**

17.1 The Purchaser may terminate this Agreement (other than the Surviving Provisions) by notice to the Seller at any time before Closing if any of the following circumstances arises or occurs at any time before Closing, namely:

(a) any Material Adverse Effect occurs;

(b) a material breach of any Seller Fundamental Warranty as given on the date of this Agreement; or

(c) any material breach by the Seller of its obligations under this Agreement.

17.2 The Seller may terminate this Agreement (other than the Surviving Provisions) by notice to the Purchaser at any time before Closing if any of the following circumstances arises or occurs at any time before Closing, namely:

(a) a material breach of any Purchaser Warranty as given on the date of this Agreement; or

(b) any material breach by the Purchaser of its obligations under this Agreement.

17.3 If any of the Conditions Precedent have not been satisfied (or, where applicable, waived in writing by the relevant Party) on or before the Long Stop Date, either Party may terminate this Agreement (other than the Surviving Provisions) by written notice to the other Party; provided that the right to terminate this Agreement under this Clause 17.3 shall not be available to any Party whose failure to fulfil any obligation

- under this Agreement has been the primary cause of, or has resulted in, the failure of any Condition Precedent to be satisfied on or before the Long Stop Date.
- 17.4 If this Agreement (other than the Surviving Provisions) is terminated pursuant to the provisions of Clauses 17.1, 17.2, 17.3 or Applicable Law, this Agreement shall have no further effect, provided that no Party shall be relieved of any liability that has arisen or occurred for a breach of this Agreement or for any misrepresentation hereunder prior to such termination, nor shall such termination be deemed to constitute a waiver of any available remedy (including specific performance if available) for any such breach or misrepresentation.
18. **General Provisions**
- 18.1 ***Entire Agreement***
- This Agreement together with any Schedule and Appendix referred to in this Agreement set out the entire agreement and understanding between the Parties and replaces and supersedes any prior agreements, communications, offers, proposals or correspondence, oral or written, between the Parties (including the LoI with respect to the subject matter of this Agreement).
- 18.2 ***Headings***
- The table of contents and the headings used in this Agreement are for convenience only and shall not be used for the construction of this Agreement.
- 18.3 ***Variation***
- No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties.
- 18.4 ***Waivers***
- Unless otherwise provided herein,
- (a) no failure or delay by a Party to exercise any right or remedy under this Agreement shall be considered as a waiver of such right or remedy, or any other right or remedy under this Agreement, nor shall any partial exercise of any right or remedy under this Agreement preclude any further exercise thereof or the exercise of any other right or remedy under this Agreement; and
- (b) no waiver shall be effective unless given in writing and signed by the Party that gives the waiver or a duly authorized representative.
- 18.5 ***Invalidity***
- To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 18.6 ***Assignment and Successors***
- (a) Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party.
- (b) Notwithstanding the above, the Purchaser may assign its rights and obligations hereunder to any Affiliate thereof without the prior consent of the Seller. In such case, the Purchaser will jointly and severally guarantee its Affiliate's obligations hereunder.
- 18.7 ***Further Assurance***
- After the date hereof and the Closing Date, as applicable, each Party shall execute such documents and take such steps as the other Party may reasonably require to fulfill the provisions of and to give to each Party the full benefit of this Agreement.
19. **Governing Law and Arbitration**
- 19.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region (excluding its conflict of laws rules).
- 19.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, 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 commencement of the arbitration.

- 19.3 The seat of the arbitration shall be Hong Kong. The language of the arbitration shall be English. The number of arbitrators shall be three (3), appointed in accordance with the HKIAC rules.
- 19.4 The Parties agree that the arbitral award shall be final and binding and may be enforced in any court of competent jurisdiction.

[Remainder of page left blank intentionally – Signature page follows]

In witness whereof, the Parties hereto have caused this Agreement to be executed and delivered by them in one counterpart, on the date first written above.

Purchaser

EverSea Medicines (Singapore) Pte. Ltd.

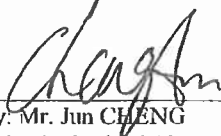


By: Yongqing LUO
Title: CEO

In witness whereof, the Parties hereto have caused this Agreement to be executed and delivered by them in one counterpart, on the date first written above.

Seller

Hasten Biopharmaceuticals (Asia) Limited

A handwritten signature in black ink, appearing to read 'Jun Cheng', is written over a horizontal line.

By: Mr. Jun CHENG

Title: Authorized Signatory

In witness whereof, the Parties hereto have caused this Agreement to be executed and delivered by them in one counterpart, on the date first written above.

Company

HASTEN BIOPHARMACEUTICALS (SG) PTE. LTD.

A handwritten signature in cursive script, appearing to read "Jun Cheng", is written over a horizontal line.

By: Mr. Jun CHENG

Title: Authorized Signatory

Index of Schedules

Schedule 1	Seller Warranties
Schedule 2	Disclosure Schedule
Schedule 3	Purchaser Warranties
Schedule 4	Definition of Leakage and Permitted Leakage

Schedule 1

Warranties

Part 1

Seller Fundamental Warranties

1. **Due execution and enforceability**

The Seller has the power and authority to execute the proposed sale and purchase of the Sale Share and assignment of the Shareholder Loan. Each of the Seller has the power and authority to execute and deliver each Transaction Document to which the Seller is a party, each of which constitutes its valid and legally binding obligation, enforceable in accordance with its terms.

2. **No conflict**

The execution and delivery of the Transaction Documents will not conflict with or constitute or result in a default or violation of (i) any Law, regulation or any award, order, judgment, injunction or other decision of any court or other judicial, arbitral or administrative authority in any jurisdiction, in each case applicable to Seller, any Group Company or any of their respective properties or assets; (ii) any provision of the bylaws or equivalent organizational documents of the Seller or any Group Company; or (iii) any agreement or instrument to which the Seller or a Group Company is a party or by which it is bound.

3. **No consents**

Except for those as required in accordance with Section 5 (*Conditions Precedent*), no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Singaporean, foreign or local governmental or other authority, department, board, body or agency or other party on the part of the Seller is required in connection with the execution and delivery of this Agreement, the other Transaction Documents or the consummation of the Transaction contemplated hereby or thereby.

4. **Organization and good standing**

4.1. Each Group Company is duly organized, validly existing and in good standing under the Laws of its corresponding jurisdiction and has all requisite legal rights, full power and authority to carry on its business as now conducted.

4.2. The particulars of each Group Company as set out in the Preamble, as applicable, are true and accurate.

4.3. Each Group Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify create a liability on the Business or the Group Company or its assets and properties.

4.4. No order has been made, no resolution has been passed, no petition presented or no meeting convened for the winding up of any Group Company or for a provisional liquidator to be appointed in respect of any Group Company (or any analogous event anywhere in the world).

4.5. No Group Company is or has been declared insolvent under any Applicable Law, has failed or is unable to pay, or has reasonable prospect of being unable to pay, any of its debts as they fall due, within the meaning of applicable insolvency laws.

4.6. No Group Company is an insolvent person within the meaning of any Applicable Law.

4.7. No distress, execution or other process has been levied on any Group Company's assets or action taken to repossess goods in the possession of the Company (or any analogous event anywhere in the world).

4.8. No Group Company has proposed or agreed to a composition, compromise, assignment or arrangement with any of its creditors.

5. **Share capital and title to the Sale Share**

5.1. The share capital of the Company consists of 1 ordinary share, all of which are issued, outstanding and fully paid.

5.2. The Seller is the sole legal and beneficial owner of the Sale Share with full and valid title, free of Encumbrances (except for the Agreed Pledge), and has the rights to exercise all voting rights over the Sale Share.

5.3. All shares in each Group Company are duly and validly authorized and issued, fully paid and subscribed,

and were issued in accordance with all Applicable Laws.

- 5.4. The Company does not have any Subsidiaries, associated companies or equity investment into other Persons. No Group Company owns or has agreed to acquire, any interest in any shares, securities or participation interests of any kind in any undertaking, and no Group Company has any branch or agency in any jurisdiction.
- 5.5. Except for the Agreed Pledge, there is no agreement, arrangement or commitment to give or create any Encumbrance in relation to any of the shares or unissued shares in the capital of any of the Group Companies; no person has claimed to be entitled to any Encumbrance in relation to any of the shares of any of the Group Companies.
- 5.6. There are no outstanding options, warrants, rights (including conversion or pre-emptive rights) or agreements for the issuance, purchase or acquisition of any shares in the share capital of any Group Company, or giving rise to a remuneration based on the value of the shares. No shares are reserved for issuance under any stock option plan of any Group Company or any similar plan or arrangement for the Group Company's employees, consultants or directors or any other person.
- 5.7. The Sale Share being purchased by the Purchaser, when sold and delivered in accordance with the terms of this Agreement for the Purchase Price expressed herein, will be duly and validly issued, fully paid and will be free of liens or Encumbrances (except for the Agreed Pledge).
- 5.8. The Sale Share represents 100% of the fully diluted share capital of the Company (including all existing options and warrants and all shares reserved for issuance under any stock option plan, as the case may be). The share capital of the Company is not pending or in the process of registration of any capital increases or reductions and the Company has not approved, nor is in the process of approving any merger or spin-off, total or partial alteration of legal form, global transfer of assets or liabilities, or any other kind of structural modification.

Part 2

Seller Business Warranties

6. Accounts

Locked Box Accounts

- 6.1. The Locked Box Accounts have been prepared in good faith and with all due care and attention in accordance with the requirements of relevant Applicable Laws and GAAP and do not misstate the state of affairs of the Group Companies as at the Locked Box Date and its profits for the period ended on that date. It fairly represents the assets, liabilities and financial position of the Group Companies as at the Locked Box Date and is not inaccurate or misleading in any respect. All liabilities, whether actual, deferred, contingent or disputed, of each Group Company for tax measured by reference to income, profits or gains earned, accrued or received on or before the Locked Box Date or arising in respect of an event occurring or deemed to occur on or before the Locked Box Date are fully provided for or (as appropriate) disclosed in the Locked Box Accounts.
- 6.2. Except for obligations and liabilities reflected in the Locked Box Accounts, the Group Companies have no off-balance sheet obligation or liability (matured or unmatured, fixed or contingent) to, or any financial interest in, any third party or entities, the purpose or effect of which is to defer, postpone, reduce or otherwise avoid or adjust the recording of debt expenses incurred by the Group Companies.
- 6.3. True and accurate copies of the Locked Box Accounts have been delivered to the Purchaser in the Data Room.

The Management Accounts

- 6.4. The Management Accounts for all periods ended after the Locked Box Date were properly prepared in all respects using accounting policies consistent with those adopted in the preparation of the Locked Box Accounts.
- 6.5. On the basis of the accounting bases, practices and policies used in their preparation and having regard to the purpose for which they were prepared:
 - (a) the Management Accounts are not misleading in any respect;
 - (b) the Management Accounts do not over-state the value of the assets nor under-state the liabilities of the Group Companies; and
 - (c) the Management Accounts do not over-state the profits or under-state the losses of the Group Companies.
- 6.6. True and accurate copies of the Management Accounts have been delivered to the Purchaser in the Data Room.

7. Books and records; Corporate Good Standing

- 7.1. Each Group Company maintains and has maintained in accordance with Applicable Laws: an official registry book of shareholders, containing true and accurate records of all matters required to be reflected therein.
- 7.2. All registers and books of each Group Company are in the possession (or under the control) of the relevant Group Company and no written notice of allegation that any of such registers and books is incorrect or should be rectified has been received.
- 7.3. The statutory registers and books, books of account and other records of any kind whatsoever of each Group Company are up-to-date, are maintained in accordance with Applicable Laws on a proper and consistent basis, and contain true and accurate records of all matters required to be reflected therein.
- 7.4. All resolutions required to be registered by any Group Company with the applicable Governmental Authority, and all annual accounts and other documents required to be delivered by Law, by or in respect

of any Group Company to any Governmental Authority, have been duly registered or delivered, to the extent required under Applicable Law.

- 7.5. Complete and correct copies of the Constitution, which are in full force and effect and which have not been amended in any way, have been made available to the Purchaser existing under the Laws of Singapore.

8. **Absence of certain changes**

- 8.1. Since the Accounts Date, the Group Companies have operated in the ordinary course consistent with their past practices, and since the Accounts Date other than as set out in the Disclosure Schedule, there has not been, with respect to the Business or the Group Companies, any:

- (a) incurrence, creation or assumption of, except for the Agreed Pledge, (i) any Encumbrance on any of their assets or properties, (ii) any indebtedness for borrowed money (other than any interest-free loans borrowed in the ordinary course of business for the purpose of funding the working capital requirements) or (iii) any liability as a guarantor or surety with respect to the obligations of others;
- (b) material adverse change in the financial or trading position or prospects of any Group Company;
- (c) material change in the assets and liabilities shown in the Management Accounts or any reduction in the value of the net tangible assets of any Group Company on the basis of the valuations used in the Management Accounts;
- (d) purchase, licence, sale, grant, assignment or other disposition or transfer, or any contract for the purchase, licence, sale, assignment or other disposition or transfer, of any of its assets, properties or goodwill other than the sale or licence of its products or services to its suppliers or customers in the ordinary course of its business consistent with its past practices;
- (e) declaration, setting aside or payment of any dividend, or other distribution (whether in cash, stock or property) in respect of, any shares or securities;
- (f) writing off, cancellation or release (in whole or in part) of debt or other amount owed to the Group Companies (other than in relation to trade payables in the ordinary course of business consistent with past practices);
- (g) transactions among any member of the Hasten Group or the Group Companies (other than on an arm's length basis and in the ordinary course of business);
- (h) deferral of the payment of any accounts payable other than in the ordinary course of business or any discount, accommodation or other concession made other than in the ordinary course of business, in order to accelerate or induce the collection of any receivable;
- (i) change in accounting methods or practices by the Group Companies or revaluation by the Group Companies of any of its assets, except as required by the generally accepted accounting principles in each Group Company jurisdiction; or
- (j) any negotiation of or any entry into any contract to do any of the things described in the preceding clauses (other than as they relate to the proposed Transaction).

9. **Material Agreements**

- 9.1. Every written agreement that qualifies as agreement of any of the following types to which a Group Company is a party and of which the principal obligations have not been completely fulfilled by all respective parties thereto as of the date hereof (the “**Material Agreements**”), including any amendment, variation or extension thereof, has been disclosed to the Purchaser through a true and accurate copy as part of the Due Diligence Materials:

- (a) corporate joint venture, corporate partnership or shareholders’ agreements;
- (b) guarantee or similar enforceable contractual obligations issued by any Group Company for any debt of any person;
- (c) customer agreements with the top ten (10) customers for the Group Companies as a whole in terms of turnover amounts in the year 2025;
- (d) distribution contracts and agency agreements with the top ten (10) distributors and agents for the Group Companies as a whole in terms of turnover amounts in the year 2025;

- (e) supplier contracts (excluding freelancer agreements and agreements in connection with the placement of freelancers with any Group Company) with the top ten (10) suppliers for the Group Companies as a whole in terms of turnover amounts in the year 2025,
 - (f) cooperation agreements, product or technology development agreements, intellectual property licence or assignment agreements, clinical research agreements, and any other agreements relating to the development, ownership, use or commercialisation of any technology or IP Rights of any Group Company;
 - (g) public - private cooperation agreements;
 - (h) agreements of an unusual or exceptional nature or not in the ordinary course of business;
 - (i) agreements that restrict a Group Company's ability to carry on the whole or any part of its Business in any part of the world or to use or exploit any of its assets, or to compete or conduct any business or activity in any territory;
 - (j) agreements with a director or officer of a Group Company, or with the Seller, or in which the Seller or its respective Affiliates is directly or indirectly interested;
 - (k) agreements material to the Business, profits, assets or prospects of any Group Company, or on which any Group Company is substantially dependent;
 - (l) loans granted to any Group Company by shareholders or companies affiliated with shareholders or persons associated with shareholders (or vice versa);
 - (m) the granting of security or collateral for liabilities of any Group Company by shareholders or Affiliated companies of shareholders or persons associated with shareholders (or vice versa);
 - (n) financial indebtedness for borrowed money vis-à-vis banks or similar credit institutions;
 - (o) the granting of security in respect of financial indebtedness for borrowed money;
 - (p) agreements relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any equity securities; agreements involving the establishment, contribution to, or operation of a partnership, joint venture, alliance or similar entity or involving a sharing of profits or losses;
 - (q) agreements containing exclusivity, "change of control", "most favoured nations", rights of first refusal or first negotiation or similar rights, or granting a power of attorney, agency or similar authority; agreements involving the waiver, compromise or settlement of any material dispute, claim, litigation or arbitration;
 - (r) agreements with any Governmental Authority;
 - (s) agreements obligating any Group Company to share, license or develop any product or proprietary rights that is material to a Group Company; and
 - (t) loans granted by any Group Company to the Seller or any third parties.
- 9.2. None of the Material Agreements have been terminated by any Group Company by giving notice of termination or entering into any termination agreement. In relation to any Material Agreement, neither Group Company is in material breach or default under any Material Agreement or has received from the respective counterparty any written notice (i) of termination in relation to, or of a breach by a Group Company which would give the respective counterparty a right to terminate, a Material Agreement or (ii) alleging that a Material Agreement is void or invalid.
- 9.3. All Material Agreements (i) are valid, binding and enforceable in accordance with their terms and are in full force and effect; (ii) have been entered into on an arms' length basis on market terms and conditions; and (iii) are within the scope of the corporate purpose of the relevant Group Company.
- 9.4. No Material Agreement: (i) violates any Applicable Law; (ii) has been assigned to a third party (excluding any other Group Company) by the relevant Group Company, by any counterparty thereto; (iii) contains any non-competition clause that could prevent a Group Company from competing in any market or from fully carrying out its business activities; or (iv) cannot be readily fulfilled or performed by the relevant Group Company on time and without undue or disproportionate expenditure of money or effort, except in each case as disclosed in Due Diligence Materials.

- 9.5. Except for any guarantee or warranty implied by Applicable Laws and for those warranties contained in the standard terms of business used in the Business, no Group Company has given any indemnity, guarantee or warranty, or made any representation, in respect of goods or services supplied or to be supplied.
- 9.6. Except those as provided in the Due Diligence Materials, the Group Companies have not received any notice that at any time after the date hereof, the Group Companies will not be able to procure stable orders from the current customers, or the number of such orders will be substantially decreased as compared with the current number of orders.
- 9.7. Except those as provided in the Due Diligence Materials, the Group Companies have not received any notice the Group Companies will not be able to procure stable supply of raw material, supplies, commodities and other articles from the current suppliers, or the cost of such procurement will be substantially elevated as compared with the current procurement cost.

10. **Legal Proceedings**

- 10.1. There is no lawsuit, arbitration, mediation, court action or similar proceeding of any nature and relating to any matter (including criminal, civil, commercial, labour, tax, administrative, environmental, town planning or any other public or private matters) pending before any court of Law, arbitral tribunal or Governmental Authority, to which a Group Company is a party, whether as claimant or defendant. No lawsuit, arbitration, mediation, court action, administrative proceeding or similar proceedings of any nature and relating to any matter (including criminal, civil, commercial, labour, tax, administrative, environmental, town planning or any other public or private matters) has been threatened against any Group Company.
- 10.2. No Group Company, nor the Seller in relation to the Business, is the subject of any investigation, enquiry or enforcement proceedings by any Governmental Authority or other body, no investigation, enquiry or enforcement proceeding is pending or threatened and there are no circumstances likely to give rise to any such investigation, enquiry or enforcement proceeding.
- 10.3. No present director, officer or employee of any Group Company is engaged in or subject to any of the matters referred to in paragraphs 10.1 and 10.2 for which any Group Company may be liable.
- 10.4. No Group Company is affected by any existing or pending award, order, decree, judgment, injunction or other decision of any court or other Governmental Authority or any expert determination or arbitral award.

11. **Agreements with the Seller**

Except those as disclosed in the Disclosure Schedule, there is no agreement between a Group Company, on the one hand, and the Seller, on the other hand, of which the principal obligations have not been completely fulfilled by the relevant Group Company.

12. **No Owned Real Estate**

- 12.1. No Group Company owns any real estate.
- 12.2. No Group Company is actually or contingently liable in relation to any previously owned real estate (whether as owner or former owner).

13. **Leased Real Estate**

- 13.1. Appendix 13.1 contains a true and accurate in all respects list of all leased real estate of the Group Companies (collectively, the “**Leased Real Estate**”). In relation to the Leased Real Estate,
- (a) the Leased Real Estate comprises all the land, properties, buildings, premises and facilities controlled, occupied, used by or in the possession of any Group Company or in which any Group Company has any right, interest or liability (including any right of use, option, right of first refusal or contractual obligation to purchase);
 - (b) the relevant Group Companies have good title to and are the sole occupant of the Leased Real Estate and, where appropriate, such title has been duly registered with the relevant public registry;
 - (c) the relevant Group Companies have complied in all respects with the respective lease

agreements;

- (d) the Leased Real Estate is free from any Encumbrances that may prevent or hinder its control, occupation or use by the Group Companies or affect in any way such control, occupation or use;
 - (e) each Group Company has obtained all requisite Permits to occupy the Leased Real Estate and to use them in accordance with their specific purpose from all applicable authorities, all such Permits are valid and in force, and there are no notices, disputes, complaints, liabilities, claims or demands, pending or threatened, in relation to any such Permits;
 - (f) there are no circumstances or issues which would in any way limit the current use of the Leased Real Estate going forward, or are likely in the future to restrict or limit access to and from the Leased Real Estate;
 - (g) no rent reviews nor rent adjustments under any Leased Real Estate are currently outstanding or in process; and
 - (h) there are no subsisting notices alleging a breach of any covenants, conditions and agreements contained in the relevant leases, on the part of the tenant.
- 13.2. No Group Company has received a notice of termination of, nor been threatened with termination by any lessor under a lease agreement with respect to the premises where such Group Company's headquarters are located, nor has any Group Company given notice of termination in respect of any such lease agreement.
- 13.3. No Group Company is actually or contingently liable in relation to any existing or previously leased, licenced or occupied real estate (whether as tenant or former tenant of any such real estate or as an original contracting party, or guarantor of any party, to any deed, document, lease or licence connected with such real estate).

14. **Intellectual Property; Information Technology**

14.1. ***Industrial and Intellectual Property***

- (a) "IP Rights" shall mean all rights of the following types, which may exist or be created under the Laws of any jurisdiction: (i) rights associated with works of authorship and neighbouring rights, including exclusive exploitation rights, moral rights and authors' rights over software, computer programs and data bases; (ii) trademark, business name, domain name and trade name rights, work titles and similar rights (whether registered or not); (iii) trade secret rights and rights over know-how; (iv) patent and utility model rights; (v) design rights (whether registered or not); (vi) other proprietary rights in industrial and intellectual property (including any licenses) and all sui generis rights as producer of a database; and (vii) rights in or relating to applications, registrations, renewals, extensions, combinations, divisions, continuations and reissues of, and applications for, any of the rights referred to in (i) through (vi) above.
- (b) **Appendix 14.1** of the Disclosure Schedule contains a true and accurate list of all registered or application for registration of IP Rights which are owned by the Group Companies (the "Owned IP Rights") provided that the unregistrable IPRs (including but not limited to trade secrets or confidential information) which are part of the Owned IP Rights are not specified therein. Unless otherwise set forth in the Disclosure Schedule, the Group Companies are the full and sole owners, free and clear of all Encumbrances or remuneration rights of all Owned IP Rights and there is no agreement or commitment or claim to give or create any Encumbrance over or affecting the Owned IP Rights. The Owned IP Rights are valid, enforceable, subsisting and in full force and effect. Appropriate and economically reasonable actions to protect the Owned IP Rights have been taken by the Group Companies if and to the extent that such protection is material to the Business as conducted on the date hereof. With the exception of IP Rights acquired from third parties, the Owned IP Rights have been only developed by employees of the Group Companies who have done so within the scope of the functions contractually agreed and have assigned to the Group Companies pursuant to a valid, legally binding, written assignment, all right, title, and interest in said rights. For the avoidance of doubt, no current or former intern or employee who has not made such a written assignment has developed or contributed to the development of any IP Rights.
- (c) Any Third Party IP Rights used by the Group Companies are legitimately used under valid agreements, which are enforceable by the relevant Group Companies and in full force and effect. The Owned IP Rights, together with all Third Party IP Rights comprise all material IP Rights

required for the Business operations as conducted in the last twelve (12) months.

- (d) There has been no act or omission by the Group Companies or their employees that would jeopardize in any respect the validity, subsistence or enforceability of any of the Owned IP Rights and Third Party IP Rights (including in connection with the payment of the relevant registrations, renewals and contract royalties or other fees).
- (e) None of the Owned IP Rights contain, are derived from, distributed with, or are being or were developed using open source software. The Group Companies do not use or exploit any open source software that is licensed under any terms that: (i) impose a requirement or condition that any Owned IP Rights or part thereof (A) be disclosed or distributed in source code form, (B) be licensed for the purpose of making modifications or derivative works, (C) be redistributable at no charge, (D) except as specifically permitted by mandatory Law, grant any right to any person other than the Group Companies or otherwise allows any such person to decompile, disassemble or otherwise reverse-engineer any such software; and (ii) otherwise impose any other limitation or condition on the rights of the Group Companies to use or distribute their products or services. The Group Companies do not create derived works of any copyleft software. No piece of open-source software used by the Group Companies prevents by reason of the terms of the open-source license the marketability or commercialization by the Group Companies of their products.
- (f) The Group Companies have complied in all aspects with the terms of all licenses in respect of any open source software and any other third party software used in their businesses. The Group Companies have not received notice from any third party of any violation of an open source software license or requirement that any Group Company disclose the source code of any software owned by the Group Company to any third party in order to comply with such open source license, nor, to the Seller's knowledge, is there any basis for such request.
- (g) The Group Companies have not assigned to third parties any Owned IP Rights. Any license in respect of the Owned IP Rights does not jeopardize the Group Companies' ownership of and ability to fully exploit its exclusive rights in respect to the Owned IP Rights, and does not diminish the scope of protection of the Owned IP Rights.
- (h) The Company has not received any public funding that imposes restrictions on the ownership or exploitation of the Owned IP Rights or on IP Rights developed by the Company and has always complied in all aspects with the IP Rights provisions of such funding agreements.
- (i) No third party currently infringes or has infringed any Owned IP Rights.
- (j) So far as the Seller is aware, no Group Company currently infringes or has infringed any IP Rights owned by third parties or has carried out actions that amount (or have amounted) to unfair competition. None of the Group Companies have received written notice of or are subject to any legal proceedings, actions or claims, which, so far as the Seller is aware, are pending or threatened, alleging that a Group Company currently infringes or has infringed any IP Rights owned by third parties or caused unfair competition.
- (k) The Group Companies have valid employment agreements or otherwise engage, directly or indirectly, with workforces which are familiar and capable to put in practice the know-how required for the manufacturing and commercialization of the Products manufactured and/or sold by any Group Company. The Group Companies have taken necessary steps in accordance with good industry practices to maintain and protect the confidentiality of their trade secrets, confidential information and know-how (including, for the avoidance of doubt, the source code of the firmware) by execution of confidentiality agreements with all persons and third parties that have accessed the Group Companies trade secrets. None of the Group Companies (i) have breached any undertaken confidentiality obligation with third parties; or (ii) are aware of any breach of confidentiality obligations by their employees, shareholders, directors, clients or services providers.

14.2. *Information Technology*

- (a) All IT systems owned or used by the Group Companies including information and communications technologies, including but not limited to: hardware, software, algorithms, apps, websites, servers, cloud-based infrastructure and services, outsourcing, cybersecurity tools and other information technology services, networks, APIs interfaces and any associated documentation therewith as well as all IT contracts in place with third parties, (the "IT Assets") are adequate and sufficient for the functioning of the Business as operated on the date of this

Agreement.

- (b) The IT Assets owned or used by the Group Companies (i) are legally owned by, or validly used under enforceable agreements by the Group Companies, as well as free from any Encumbrances; (ii) possess the functionality and the performance capacity necessary to run the Business it is currently run; (iii) have been properly maintained and operated by the Company; (iv) operate in accordance with their documentation and functional specifications and as required by the Group Companies in connection with the Business; and (v) are not contaminated by any worm, Trojan horse, logic bomb, virus, bug, spyware, malware, programming instruction, set of instructions or other fault or device, or similar application, that is intentionally and specifically constructed with or has otherwise the ability to damage, interfere with or otherwise adversely affect computer systems, data files or hardware, or any other item of information, equipment or facility, including the IT Assets, without the consent or intent of the computer user.
- (c) The Group Companies have taken due precautions, in accordance with usual industrial practices, to preserve the availability, security and integrity of the IT Assets, and have detailed security, business continuity, back-up procedures and disaster recovery plans by which the IT Assets and the data stored on them can be replaced or substituted without disruption to the Business, in accordance with all applicable regulations in the event of failure of the IT Assets to a standard that may be expected vis-à-vis the industry.
- (d) No IT Assets, as the case may be, have been the subject of any breach or default or of any event which (with notice or lapse of time or both) would constitute a default, which may entitle the respective counterparty to terminate any agreement, or which otherwise may adversely affect the use of the IT Assets that the Group Companies use to run the Business as presently conducted and will continue to do so once the Transaction included in this Agreement are completed. The Group Companies have in its possession or in its control the source code of all third party's software (except any such software that is "shrink wrapped" or commercially available off the shelf) used to operate the Business.
- (e) All IT Assets and related materials are operational for the purposes for which they are currently used and have not experienced any mechanical processing or failure which has caused any interruption to the Group Companies or the Business and none of the data that they process has been corrupted and they have not been subject to any data loss or theft, unauthorised access, malware attack or other security incident or failure (each a "Cyber Security Incident") or attempted Cyber Security Incident.

15. The Products

- 15.1. **Appendix 15.1** of the Disclosure Schedule is a full list of the products of which the Group Companies is the product owner or otherwise has the commercial right and/or is the marketing authorization holder.
- 15.2. All Products made by or on behalf of the Group Companies have been manufactured, imported, exported, processed, developed, investigated, produced, operated, labelled, stored, tested, marketed, promoted, advertised, distributed and sold in accordance with all Applicable Laws, and relevant Regulatory Authority approved guidelines.
- 15.3. Each Product and its packaging held in inventory, sold, licensed, marketed, distributed or delivered by the Group Companies conforms and has previously conformed in all respects with all applicable product specifications and documentation, contractual commitments and implied warranties in accordance with Applicable Law, and the Group Companies have no liability (and so far as the Seller is aware there is no reasonable basis for any litigation, complaint, or demand against the Group Companies that could give rise to any liability) for violations thereof. No such Product is subject to any guarantee, warranty or other indemnity beyond the applicable terms and conditions of sale.
- 15.4. To the extent required by Applicable Law or the regulatory requirements of relevant Regulatory Authorities in the jurisdictions where the Group Companies currently carry on their Business, the Group Companies have in place and operate compliant procedures for monitoring and reporting (i) any malfunction, failure or deterioration in the characteristics and/or performance of each Product, as well as any inadequacy in the labelling or the instructions for use; and (ii) any technical or medical reason in relation to the characteristics or performance of a device for the reasons referred to in subparagraph (i), leading to systematic recall of devices of the same type by the manufacturer.
- 15.5. No Regulatory Authority has alleged that any Product held in inventory, marketed, distributed, or delivered by a Group Company is defective or unsafe or fails to meet any product warranty or any

standards promulgated by any such Regulatory Authority. There are no defects in the design or technology embodied in any Product that are or might be reasonably expected to prevent the safe and effective performance of any such any Product for its intended use.

- 15.6. No Group Company has either voluntarily or involuntarily, initiated, conducted or issued, or caused to be initiated, conducted or issued, any recall, market withdrawal, or replacement, field notifications, field corrections, “dear doctor” letter, investigator notice, safety alert or other notice or action relating to an alleged lack of safety or efficacy or regulatory compliance of any Product.
- 15.7. There are no outstanding claims or disputes arising in relation to the supply, use or storage of the Products. No Group Company has committed any act, or failed to commit any act, which would reasonably be expected to result in, and there has been no occurrence which would reasonably be expected to give rise to or form the reasonable basis for, any product liability claim or liability for breach of warranty (whether covered by insurance or not) on the part of a Group Company with respect to any Products. No Group Company has any liability for bodily injury to any Person, death, property or economic damages, or consequential damages resulting from the ownership, possession or use of any Product, or for any replacement, recall or seizure of any Product.
- 15.8. Quality agreements are in place between each Group Company and their respective suppliers and/or distributors in respect of Products. There have been no breaches in material aspects in respect of such quality agreements.
- 15.9. The Group Companies are not involved and have not been involved in any inspection or other administrative or judicial proceedings and have not received any warning letter, notice of violation or other correspondence or notice from any Regulatory Authority or any other third party alleging or asserting noncompliance with Applicable Laws.
- 15.10. (i) For any Products that are at the commercialization stage, the Group Companies have not either voluntarily or involuntarily initiated, conducted or issued, or caused to be initiated, conducted or issued, any recall, field notifications, field corrections, market withdrawal or replacement, or any investigator notice, safety alert or other similar notice or action relating to an alleged lack of safety, efficacy or regulatory compliance of any Product. There has not been any facts which are reasonably likely to cause (A) the recall, market withdrawal or replacement of any Product sold or intended to be sold by the Group Companies, (B) a change in the marketing classification or a change in the labelling of any such Products, or (C) a termination or suspension of the marketing of such Products, (ii) (A) with respect to any Product that is at the pre-commercial stage for which a new drug application has been submitted, none of the relevant Group Companies has received any notice or communication from the competent drug Regulatory Authorities indicating that the market authorization will not be granted; and (B) with respect to any Product for which a clinical trial is proposed to be conducted, the competent drug Regulatory Authorities have not raised any objection to the commencement of such clinical trial.
- 15.11. The Group Companies have not designed, manufactured, distributed, operated, sold or provided any product or service which did not comply in all respects with all Applicable Laws, standards and requirements then applicable (being free in particular from information, design or manufacturing defects) or with any representation or warranty (express or implied) given or undertaking assumed in respect of it.
- 15.12. There is no claim against any Group Company for faulty, defective or dangerous products, work or materials or for breach of representation, warranty or condition or for delays in delivery or completion of contracts or for deficiencies of design or performance or otherwise relating to liability for Products sold or supplied or services provided by or on behalf of any Group Company.

16. **Permits; Compliance; Data Protection**

16.1. *Permits*

- (a) The Group Companies hold every governmental, regulatory or other permit, license, authorisation, certificate, registration and consent, and have made all declarations and notifications, in each case of or to any competent Governmental Authority, which is legally required in order to conduct its Business as conducted on the date hereof, including all Regulatory Authorizations (collectively, the “Permits”).
- (b) Each Permit is valid and subsisting and in full force and effect and unconditional (or subject only to conditions that have been satisfied). No expenditure or work is or will be required to comply with, maintain or obtain the renewal of any Permit. Each action for the renewal or extension of each Permit (if applicable) has been taken. There are no grounds why any of the

Permits may be suspended, cancelled, varied, revoked or terminated (in whole or in part), or may not be renewed on the same terms.

- (c) Each Group Company has complied at all times with the terms and conditions of each relevant Permit and none of the Group Companies is in default in any respect under any of such Permits.
- (d) No Permit will be suspended, cancelled, varied, revoked, terminated or not renewed, nor shall any right to do any of the foregoing arise, as a result of the execution and delivery of this Agreement or any other Transaction Document, or the consummation of the Transaction.

16.2. ***Compliance; Regulatory Matters***

- (a) Neither Seller nor any Group Company (i) is in violation in any respect of any Applicable Laws relating to the conduct of the Business, and (ii) is not under investigation with respect to any actual, alleged or potential violation of any Applicable Law relating to the conduct of the Business.
- (b) **Appendix 16.2** of the Disclosure Schedule sets forth, a true and complete list of (i) all Product Registrations issued to Seller or the Group Company (each, a “**Business Product Registration**”) and (ii) all Product Registrations that are not held by Seller or any Group Company or that as of the Closing Date will not be held by Seller or any Group Company (the “**Third-Party Product Registrations**”). Except as specifically indicated in Appendix 16.2 of the Disclosure Schedule, the Seller and the relevant Group Company solely and exclusively owns, possesses or validly has or will have the right to use all Product Registrations required to market the Products in the countries where such Products are marketed by Seller or a Group Company, and all of Business Product Registration and Third-Party Product Registrations are in full force and effect.
- (c) Neither Seller nor any Group Company is in violation of the terms of any Product Registration. There has been no adverse event which was reportable with respect to the safety and efficacy of any Product and which has not been reported.
- (d) In relation to Seller and any Group Company, all applications, notifications, submissions, information, claims, reports, statistics and other data required to be filed, maintained or furnished to any Governmental Authority in connection with any Business Product Registration and Third-Party Product Registration (i) have been or will be so filed, maintained or furnished and (ii) are true, complete and correct in all respects as of the date of submission, and any necessary or required updates, changes, corrections or modifications to such applications, notifications, submissions, information, claims, reports, statistics and other data have been submitted to the proper Governmental Authority.
- (e) All Products that are, and have been, sold under the Product Registrations are manufactured and marketed in compliance with the specifications and standards contained in such Product Registrations and Applicable Laws relating to the manufacturing, packaging, labeling, marketing, promotion, and commercial distribution of pharmaceutical products.
- (f) None of the Products (or any component thereof) have been subject to any recall, suspension, withdrawal, seizure, discontinuation or clinical hold whether implemented voluntarily by Seller or any Group Company, or at the direction of any Governmental Authority, as a result of any alleged defect with respect to such Product.
- (g) Neither Seller nor any Affiliate of Seller has received written notice of any commenced, pending or threatened suit, action or Proceeding relating to the non-renewal revocation, suspension or modification of any Product Registration.
- (h) Neither Seller nor any Affiliate of Seller has (i) received or has been subject of any warning or deficiency letters from any Governmental Authority with respect to the Products or their manufacture, development or commercialization or (ii) received other written correspondence from any Governmental Authority with respect to any Product’s non-compliance with Applicable Laws.
- (i) The Product Registrations Data maintained by the Seller or any of its Affiliates is complete and accurate.

16.3. ***Data Protection***

- (a) Each of the Group Companies has at all times complied in all aspects with the legal requirements with respect to all applicable regulations regarding personal data protection, cybersecurity,

information society services and e-commerce.

- (b) No Group Company has received any written notice, warrant or other communication from any third party, including competent supervisory authorities and/or associations of consumer protection, alleging that it has not complied with applicable data protection cybersecurity or information society services and e-commerce Laws, or requesting an investigation or compliance check relating to said Applicable Laws, or requiring such Group Company to undertake an investigation or compliance check or to change or delete any data or prohibiting the transfer of data to a third party.
- (c) No Group Company has received any monetary penalty, enforcement or information notice (or related notice of intent) or any equivalent or similar notice, under applicable data protection, cybersecurity or information society services and e-commerce Laws.
- (d) No person has claimed or taken, or has a right to claim or take, compensation or individual or collective action for breach of their rights under any applicable data protection, cybersecurity or information society services and e-commerce Laws or pursuant to any contract entered into which requires compliance with said Applicable Laws or with technical and organisational measures to protect data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.
- (e) No personal data breach or other incident involving unauthorised loss, disclosure, corruption, impairment or other prejudice to the security of any personal data or confidential or proprietary information in the possession or under the control of any Group Company has occurred (and Seller does not have reasonable grounds to suspect that any such breach or incident has occurred).

17. **Labour Matters**

17.1. ***Employees***

A redacted list of all employees of the Group Companies has been disclosed to the Purchaser through a true and accurate copy as part of the Due Diligence Materials, indicating the following information: identifier code, type of contract, date of commencement of employment. The Group Companies do not have any other employees apart from those indicated in the said Appendix, and there are no other former or present temporary employees or former or present employees of a company that provides services to the Group Companies, who are entitled to become employees of the Group Companies. Therefore, the Group Companies do not have any duty to employ any other person apart from those set out in the said list of all employees of the Group Companies.

17.2. ***Employment***

Each Group Company is up to date with the payment of all remuneration for any concept and social security contributions and obligations (including all applicable formalities and administrative requirements) and Group Companies do not fulfil the requirements to be considered a group of companies for labour purposes between themselves, nor in regard to third companies not included in the Transaction. Likewise, each Group Company has at all times complied with all aspects of applicable labour law, social security regulations and health and safety law (including all applicable collective bargaining agreements and the pension schemes legislation), remunerates all employees equally regardless of their gender, has punctually and correctly made all of the payments due, and has provided the documentation due and the communications and information required. For the purposes hereof, "remuneration" concept includes salary; extraordinary payments; premiums; bonuses; profit sharing schemes; travel, accident, disability, life or medical insurance; formal or informal pension schemes; company vehicles; loans; lunch vouchers; compensation for overtime; or any other conditions or payments (either in kind or in cash, formal or informal).

17.3. ***Minimum Wage***

Each Group Company has at all times complied with statutory minimum wage requirements in its applicable jurisdiction, and has implemented the corresponding salary increases under the applicable collective bargaining agreements.

17.4. ***Social Security Contributions***

Each Group Company has at all times complied with statutory duties in regard of the obligation to pay social security contributions and, in particular, each Group Company (i) has no debts with the Central Provident Fund Board of Singapore or equivalent Governmental Authority in any other applicable

jurisdiction, (ii) has not requested any deferrals for the payment of social security contributions and (iii) correctly classifies the social security status of their employees in accordance with the relevant statutory Laws for the purpose of the payment of contributions relating to work accidents and occupational diseases and are in compliance with the corresponding duties regarding social security contributions.

17.5. ***Pensions***

Other than to the extent of implementing or reflecting obligations pursuant to Applicable Law, there is no pension plan, pension scheme or other pension related arrangement resulting in payment obligations of any Group Company and applying to all or certain board members, managing directors, and/or employees of any Group Company.

17.6. ***No Share Incentive Schemes; No Payments in Respect of Termination or Suspension***

None of the Group Companies has any share incentive schemes, profit sharing schemes or other incentive schemes applicable to any of the employees of the Group Company. The Group Companies have not made or agreed to make a payment or provided or agreed to provide a benefit to a present or former director, officer or employee in connection with (i) the actual or proposed termination or suspension of employment or variation of an employment contract; (ii) the Transaction.

17.7. ***Temporary employees and service providers***

All temporary employment agreements and service agreements entered into by each Group Company comply with all legal requirements, and in particular (i) the purpose of those agreements is duly and sufficiently detailed in the agreements; and (ii) the works or services to be performed under those agreements are independent and autonomous within the scope of the Group Companies and can only be entered into for the performance of a specific work or service (for service agreements) or for legal and accredited cause of temporality (for temporary employees). No present or past employee contracted under a temporary employment agreement or a service agreement has or will have the right to be considered as a permanent employee, neither the Companies will have to make any severance to these employees in excess of what legally corresponds to temporary employees or third-party or self-employed service providers.

17.8. ***Complaints and Labour Inspections***

There are no formal complaints, disputes or claims actual, pending or threatened against any of the Group Companies of any nature in relation to any employee or former employee and, there are no matters which could give rise to any such claims. Likewise, there are no ongoing or expected social security or labour inspections affecting any of the Group Companies.

18. **Taxes**

18.1. The Group Companies have duly, and within any appropriate time limits, complied with all Tax obligations and made all returns, given all notices and supplied all other information required to be supplied to all relevant Tax Authorities and have maintained all documents, information and records required to be maintained for Tax purposes; all such information was and remains true and accurate in all respects and all such returns and notices were and remain true and accurate in all respects and were made on the proper basis and do not, and are not likely to, reveal any transactions which may be the subject of any dispute with, or any enquiry raised by, any Tax Authority.

18.2. The Group Companies have paid in full on a regular and timely basis all Taxes due and payable. The Group Companies have complied in all aspects with Applicable Laws with respect to deduction and carryover of the losses.

18.3. The Group Companies are not involved in any current dispute with any Tax Authority or are or have in the years open to tax audit been the subject of any investigation, enquiry, audit or non-routine visit by any Tax Authority. In relation to each of the Group Companies there is no planned investigation, enquiry, audit or non-routine visit by any Tax Authority and there are no facts which might cause such an investigation, enquiry, audit or non-routine visit to be instituted. Further, the general statute of limitation has never been interrupted for any of the Taxes currently closed to tax audit at the date of this Agreement.

18.4. No Tax Authority has entered into or given any tax ruling, advance pricing arrangement, special depreciation scheme or any other special arrangement (being an arrangement which is not based on relevant legislation or any published practice) in relation to any of the Group Companies' affairs.

18.5. Each of the Group Companies has made all deductions and withholdings of or on account of Tax as it was or is obliged or entitled to make and all such payments of or on account of Tax as should have been

made to any Tax Authority in respect of such deductions or retentions.

- 18.6. The Group Companies are and have at all times been resident in its place of incorporation for Tax purposes and are not and have not at any time been treated as residents in any other jurisdiction for any Tax purposes (including any double taxation arrangement). The Group Companies are not and have not at any time been treated as having maintained a permanent establishment and/ or taxable presence in any other jurisdiction for any Tax purposes (including any double taxation arrangement).
- 18.7. In the context of this Transaction, there will be no payment obligation, including any (wage) Taxes or social security payments or similar payment obligations, of any Group Company related to any employee or management incentive scheme, irrespective of whether such scheme is established at the level of a Group Company or at the level of the Seller or a person affiliated to the Seller.
- 18.8. All transactions between the Group Companies and any member of the Hasten Group thereto have been and are on fully arm's length terms. There are no circumstances which could cause any Tax Authority to make any adjustment for Tax purposes, or require any such adjustment to be made, to the terms on which any such transaction is treated as taking place, and no such adjustment has been made, threatened or attempted in fact.
- 18.9. There are no events or transactions by virtue of which the Group Companies may be jointly and severally or secondarily liable for any Tax contingency arising due to the failure by any person to pay a Tax within the legally established deadline or to appendix any Tax return in the proper way disclosing and reflecting the corresponding figures according to the applicable Tax legislation.
- 18.10. With respect to the value added taxes, each Group Company:
 - (a) is registered for the purposes of GST, has been so registered at all times that it has been required to be registered by GST legislation, and such registration is not subject to any conditions imposed by or agreed with the relevant Tax Authority;
 - (b) has complied fully with and observed in all respects the terms of GST legislation; and
 - (c) obtains credit for all input tax paid or suffered by it.

19. **Subsidies**

No Group Company has received any subsidies other than the those disclosed in the Due Diligence Materials. Each Group Company is in full compliance with the conditions under which these subsidies were granted and there are no facts or circumstances that could lead to a revocation of any of the subsidies received, including as a consequence of the execution of this Agreement and the Transaction contemplated under the Transaction Documents.

20. **Insurance**

- 20.1. **Appendix 20.1** of the Disclosure Schedule contains a true and accurate list of all insurance policies of the Group Companies, indicating the contract parties, the insured risk and the insurance coverage (the "Insurance Policies"). All the Insurance Policies are in full force and effect. All insurance premiums due thereon prior to the date hereof have been paid in full when due, and there are no indications that these Insurance Policies will terminate before their respective term or will be terminated by the insurer.
- 20.2. All the Insurance Policies are sufficient in coverage and amount to provide such protection against risks to the properties, assets, employees and operations of each Group Company, including risks against loss, damage, fire, theft, product liability, environmental liability and public liability, as is required by Law or as a reasonably prudent person engaged in a business similar to that of the relevant Group Company would obtain.
- 20.3. No Group Company has done anything or omitted to do anything which might make any of the Insurance Policies void or voidable or prejudice the ability to effect insurance on the same or better terms in the future, and there is nothing which could vitiate any of the Insurance Policies or prejudice the ability to effect insurance on the same or better terms in the future.
- 20.4. Neither the execution and delivery of this Agreement or any other Transaction Document, nor the consummation of the Transaction, will or may entitle any insurer to terminate or amend the terms of any Insurance Policy.
- 20.5. There has been no insurance claim made by any Group Company under the Insurance Policies. There are no claims by any Group Company pending under any of such policies as to which coverage has been questioned, denied or disputed in writing by the underwriters of such Insurance Policies.

21. Compliance with specific regulatory requirements relating to the Products

- 21.1. The Group Companies have obtained all required Regulatory Authorizations by the appropriate Regulatory Authorities to carry on its business in the Products and in the jurisdictions as currently undertaken and have made all filings or have presented and completed the process for registration with, and notifications to, all relevant Regulatory Authorities as are required to be made by the Group Companies by the relevant Regulatory Authorities in relation to the Products. All such Regulatory Authorizations are in full force and effect.
- 21.2. The Group Companies are in compliance with the relevant regulatory requirements (as manufacturer, distributor, operator, or otherwise, depending on the Products) of all Applicable Laws and competent relevant Regulatory Authorities relating to the Products and there exist no facts or circumstances that might prevent or impede the Group Companies' compliance with any such regulatory requirements after the completion of the Transaction or interfere with the continued manufacture and sale of products by the Group Companies in substantially the same manner as products are manufactured and sold prior to the Closing Date. The Group Companies have not received any notice or charge relating to the Products, which has not been or is not being complied with or withdrawn, from any Regulatory Authorities asserting any violation of any such regulatory requirement.
- 21.3. No Group Company has failed to fulfil or perform its obligations which are due under any Regulatory Authorisation or Applicable Law, and no event has occurred or condition or state of facts exists which constitutes a breach or default under any Regulatory Authorisation or Applicable Law.
- 21.4. There is no false or misleading information or significant omission in any Product application or other notification, submission or report to any Regulatory Authority by any Group Company that was not corrected by subsequent submission, and all such applications, notifications, submissions, and reports provided by the Group Companies were true and accurate as of the date of submission to any Regulatory Authority.
- 21.5. All of the Group Companies' former or present employees and contractors have, to the extent required by Applicable Law, the required qualifications and certifications to perform their duties in accordance with Applicable Law and, to the extent required by Applicable Law, are duly registered with the competent authorities and professional bodies.
- 21.6. The Group Companies have in place adequate procedures and processes to ensure that adverse events are reported and all post market surveillance obligations are performed in compliance with all Applicable Laws.
- 21.7. Any pre-clinical studies and clinical trials conducted by or on behalf of or sponsored by the Group Companies, or in which the Group Companies have participated (which, for the avoidance of doubt, shall not include investigator sponsored or initiated studies), in each case in relation to the Products are being, and have at all times been, conducted in all respects in accordance with standard medical and scientific research procedures and all Applicable Law. No pre-clinical studies or clinical trials in respect of Products (including investigator-led) have been subject (whether on the initiative of the sponsor or a Regulatory Authority) to early termination, or to or a clinical hold or suspension, or have been threatened with a termination or a clinical hold or suspension by any Regulatory Authority.
- 21.8. None of the Group Companies nor any of their respective officers, employees, contractors or agents, has been convicted of any crime nor engaged in any conduct that would reasonably be expected to result in a material debarment or exclusion under the law of any jurisdiction in which the Products are used, sold, placed on the market or put into service. No proceedings that would reasonably be expected to result in such a material debarment or exclusion are pending or threatened in writing against any Group Company or any of its officers, employees or against any of that Group Company's contractors or agents.

22. Information; Full Disclosure

- 22.1. The information contained in each Transaction Document (including the Schedules, Annexes and Appendices thereto) is true and accurate in all respects.
- 22.2. The information made available to the Purchaser, its Affiliates and their respective advisors during the course of the Due Diligence investigation of the Group Companies and the Business was, when given, true and accurate in all respects.

Schedule 2
Disclosure Schedule

This Schedule, together with all information contained or referred to in the documents attached or deemed attached (by express reference) to it (together, the “**Disclosures**”), is the Disclosure Schedule referred to in this Agreement. Unless otherwise specified, defined terms used in the Disclosure Schedule shall have the same meaning as that of the Agreement to which this Disclosure Schedule is attached.

We refer to the Seller Warranties contained in Clause 9.1 and Schedule 1 to this Agreement.

This Disclosure Schedule constitutes formal disclosure to the Purchaser of certain facts, matters or circumstances whose cause or origin dates back to or before the date hereof that are (or may be) inconsistent with the Seller Warranties.

The Seller shall not be deemed to be making any representations or warranties in relation to any matter or document other than those expressly given in the Seller Warranties, nor shall this Disclosure Schedule be taken as extending the scope of any of the Seller Warranties.

Each of the Seller Warranties is made and given subject to all the Disclosures, and hence,

- (a) the Disclosures shall apply to all the Seller Warranties; and
- (b) a Disclosure shall not be limited in any way to any specific Warranty.

For convenience only, each of the Disclosures contained in the Disclosure Schedule is numbered to correspond to the paragraph number of the Warranty to which it is considered most likely to be related. However, each matter disclosed is a disclosure in respect of all Seller Warranties to which it is or may be appropriate and shall not be limited to the specific paragraphs referred thereto.

Where any documents which are in any language other than English, are disclosed in or by virtue of this Disclosure Schedule, such fact shall not in itself render any such Disclosure unfair.

Appendix 13.1 Leased Real Estate

Tenant	Country	Property Address	Landlord	Start Date	Term
Hasten Biopharmaceuticals (SG) Pte. Ltd.	Singapore	Unit 06-58, 20 Anson Road, Level 6, Twenty Anson, Singapore 079912	JHUB ASSET GROUP PTE. LTD.	20th April 2026	Fixed term until 30th April 2027


Appendix 14.1 Owned IP Rights

1. Trademark




Territory	Trademark	Type	Image	Status	Class	Application Number	Application Date	Registration Number	Registration Date
Australia	CONDYLINE	Word		Registered	5	552299	1991/3/15	552299	1991/3/15
Australia	ACTOS	Word		Registered	5	752078	1998/1/2	752078	1998/1/2
Hong Kong	NESINA	Word		Registered	5	301239255	2008/11/13	301239255	2008/11/13
Hong Kong	NESINA MET	Word		Registered	5	302388943	2012/9/25	302388943	2012/9/25
Hong Kong	NESINA MET#	Chinese	(A) 適糖美 (B) 适糖美	Registered	5	302720871	2013/8/29	302720871	2013/8/29
Hong Kong	NESINA MET#	Chinese	(A) 能適美 (B) 能适美	Registered	5	302720880	2013/8/29	302720880	2013/8/29
Hong Kong	NESINA PIO	Word		Registered	5	302388952	2012/9/25	302388952	2012/9/25
Hong Kong	NESINA#	Chinese	能適糖 能适糖	Registered	5	301817550	2011/1/21	301817550	2011/1/21
Hong Kong	OSENI	Word		Registered	5	301708542	2010/9/6	301708542	2010/9/6
Hong Kong	OSENI#	Chinese	(A) 愛適胰 (B) 爱适胰	Registered	5	302720899	2013/8/29	302720899	2013/8/29
Hong Kong	OSENI#	Chinese	(A) 愛適糖 (B) 爱适糖	Registered	5	302720853	2013/8/29	302720853	2013/8/29
Hong Kong	EDARBI	Word		Registered	5	301756477	2010/11/5	301756477	2010/11/5
Hong Kong	EDARBI#	Chinese	益平壓 益平压	Registered	5	302047770	2011/10/3	302047770	2011/10/3
Hong Kong	EDARBI#	Chinese	易達康	Registered	5	301891008	2011/4/15	301891008	2011/4/15
Hong Kong	EDARBI#	Chinese	愛達比 爱达比	Registered	5	302047752	2011/10/3	302047752	2011/10/3

Territory	Trademark	Type	Image	Status	Class	Application Number	Application Date	Registration Number	Registration Date
Hong Kong	EDARBI#	Chinese	易壓標	Registered	5	301891017	2011/4/15	301891017	2011/4/15
Hong Kong	EDARBI#	Chinese	愛達壓 爱达压	Registered	5	302047761	2011/10/3	302047761	2011/10/3
Hong Kong	EDARBI#	Chinese	比達壓 比达压	Registered	5	302047789	2011/10/3	302047789	2011/10/3
Hong Kong	EDARBI#	+ Chinese	易達標 EDARBI	Registered	5	301890991	2011/4/15	301890991	2011/4/15
Hong Kong	EDARBI_logo	Device		Registered	5	302375820	2012/9/12	302375820	2012/9/12
Hong Kong	Edarbychlor	Word		Registered	5	301905624	2011/5/4	301905624	2011/5/4
Hong Kong	EDARBYCLOR	Word		Registered	5	301905633	2011/5/4	301905633	2011/5/4
Hong Kong	EDARBYCLOR#	Chinese	(A) 易達標樂 (B) 易达标乐	Registered	5	302669482	2013/7/12	302669482	2013/7/12
Hong Kong	EDARBYCLOR#	Chinese	壓達妥 压达妥	Registered	5	302122730	2011/12/23	302122730	2011/12/23
Hong Kong	EDARBYCLOR#	Chinese	壓達得 压达得	Registered	5	302122721	2011/12/23	302122721	2011/12/23
Hong Kong	EDARBYCLOR#	Chinese	(A) 易達妥 (B) 易达妥	Registered	5	302669446	2013/7/12	302669446	2013/7/12
Hong Kong	EDARBYCLOR#	Chinese	(A) 易達標可 (B) 易达标可	Registered	5	302669455	2013/7/12	302669455	2013/7/12


Territory	Trademark	Type	Image	Status	Class	Application Number	Application Date	Registration Number	Registration Date
Hong Kong	EDARBYCLOR#	Chinese	壓得妥 压得妥	Registered	5	302122749	2011/12/23	302122749	2011/12/23
Hong Kong	B-logo	WordDevice		Registered	5	1999B05360	1997/12/10	1999B05360	1997/12/10
Hong Kong	BLOPRES#	Chinese	博脈舒	Registered	5	1997B03149	1995/6/12	1997B03149	1995/6/12
Hong Kong	BLOPRESID #	Chinese	博脈舒-合	Registered	5	2003B04151	2002/7/23	2003B04151	2002/7/23
Hong Kong	BLOPRESS	Word		Registered	5	199800740	1997/1/6	199800740	1997/1/6
Hong Kong	BLOPRESS PLUS	Word		Registered	5	200010580	2000/2/19	200010580	2000/2/19
Hong Kong	GUTRON	Word		Registered	5	301308960	2009/3/20	301308960	2009/3/20
Hong Kong	ACTOS	Word		Registered	5	199807958	1997/12/15	199807958	1997/12/15
Hong Kong	ACTOS#	Chinese	安克糖	Registered	5	301039798	2008/1/25	301039798	2008/1/25
Hong Kong	ACTOS#	Chinese	愛妥糖	Registered	5	301260495	2008/12/19	301260495	2008/12/19
Hong Kong	ACTOS#	Chinese	(A) 愛妥糖 (B) 爱妥糖	Registered	5	302771893	2013/10/18	302771893	2013/10/18
Hong Kong	ACTOSMET	Word		Registered	5	300557046	2005/12/29	300557046	2005/12/29
Hong Kong	ACTOSMET#	Chinese	愛糖敏	Registered	5	301005894	2007/12/4	301005894	2007/12/4
Hong Kong	UBRETID	Word		Registered	5	301308951	2009/3/20	301308951	2009/3/20
Korea, South	CAVID	Korean	카비드	Registered	5	40-2009-0050985	2009/10/19	40-0847215-0000	2010/12/21
Korea, South	CAVID	Word	CAVID	Registered	5	40-2007-0041497	2007/8/3	40-0747900-0000	2008/5/26
Korea, South	MADIPINE	Word		Registered	01, 05	40-1991-0027608	1991/9/20	40-0245254-0000	1992/7/30
Korea, South	MADIPINE#	Korean	마디핀	Registered	01, 05	40-1991-0018699	1991/6/28	40-0240255-0000	1992/6/8
Korea, South	Basen FDT	Word		Registered	5	40-2007-0015899	2007/3/23	40-0729080-0000	2007/11/23
Korea, South	BASEN# FDT	Korean	베이슨 FDT	Registered	5	40-2007-0015896	2007/3/23	40-0730410-0000	2007/12/6

Territory	Trademark	Type	Image	Status	Class	Application Number	Application Date	Registration Number	Registration Date
Korea, South	BASEN*	+ Korean	베이슨 BASEN	Registered	5	40-1994-0038903	1994/9/28	40-0323836-0000	1995/10/13
Macau	NESINA	Word		Registered	5	N/53785	2011/1/3	N/53785	2011/6/9
Macau	NESINA MET	Word		Registered	5	N/080149	2013/10/25	N/080149	2014/4/29
Macau	NESINA MET#	Word (Chinese)	適糖美	Registered	5	N/093241	2014/11/28	N/093241	2015/5/12
Macau	NESINA#	Word (Chinese)	能適糖	Registered	5	N/099375	2015/5/11	N/099375	2015/10/28
Macau	OSENI	Word		Registered	5	N/51397	2010/9/8	N/051397	2011/1/10
Macau	OSENI#	Word (Chinese)	愛適糖	Registered	5	N/099376	2015/5/11	N/099376	2015/10/28
Macau	EDARBI	Word		Registered	5	N/055910	2011/4/18	N/055910	2011/8/8
Macau	EDARBYCLOR	Word		Registered	5	N/56205	2011/5/4	N/56205	2011/9/26
Macau	B-logo	Word/Fig urative		Registered	5	N/5169	1999/11/15	N/005169	2000/4/28
Macau	BLOPRESS	Word		Registered	5	N/5170	1999/11/15	N/005170	2000/4/28
Macau	BLOPRESID #	Word (Chinese)	博脈舒-合	Registered	5	N/9990	2002/8/7	N/009990	2002/11/11
Macau	BLOPRESS#	Word (Chinese)	博脈舒	Registered	5	N/5171	1999/11/15	N/005171	2000/4/28
Macau	BLOPRESS PLUS	Word		Registered	5	N/5607	2000/2/29	N/005607	2000/7/25
Macau	GUTRON	Word		Registered	5	N/114937	2016/8/29	N/114937	2017/3/13
Macau	ACTOS	Word		Registered	5	N/5765	2000/3/16	N/005765	2000/8/24
Macau	ACTOS#	Word (Chinese)	艾拓	Registered	5	N/5764	2000/3/16	N/005764	2000/8/24
Macau	ACTOS#	Word (Chinese)	安克唐	Registered	5	N/5763	2000/3/16	N/005763	2000/8/24
Macau	ACTOSMET	Word		Registered	5	N/114933	2016/8/29	N/114933	2017/2/13
Macau	UBRETID	Word		Registered	5	N/114939	2016/8/29	N/114939	2017/3/13

Territory	Trademark	Type	Image	Status	Class	Application Number	Application Date	Registration Number	Registration Date
Malaysia	B-logo	WordDevice		Registered	5	98000903	1998/1/22	98000903	2002/1/2
Malaysia	BLOPRES	Word		Registered	5	94008699	1994/9/23	94008699	1996/3/8
Malaysia	BLOPRESS	Word		Registered	5	97001983	1997/2/19	97001983	2001/2/13
Malaysia	ACTOS	Word		Registered	5	98000902	1998/1/22	98000902	2002/7/4
Philippines	B-logo	WordDevice		Registered	5	4-2022-517683	2022/7/18	4-2022-00517683	2022/11/26
Philippines	BLOPRESS	Word		Registered	5	PH-4-1998-871	1998/2/10	4-1998-871	2005/12/16
Philippines	BLOPRESS PLUS	Word		Registered	5	PH-4-2000-2648	2000/4/4	4-2000-2648	2005/7/30
Philippines	UNISIA	Word		Registered	5	PH-4-2010-501589	2010/10/27	4-2010-501589	2011/2/24
Philippines	ACTOS	Word		Registered	5	PH-4-1998-870	1998/2/10	4-1998-870	2004/5/21
Philippines	ACTOSMET	Word		Registered	5	PH-4-2012-10686	2012/9/3	4-2012-10686	2013/2/16
Philippines	ALBOTHYL	Word	Albothyl	Registered	5	PH-4-1970-400861	1970/4/7	4-1970-18401	1973/2/6
Singapore	GUTRON	Word		Registered	1,5	T1116541H	2010/10/6	215196	1958/12/6
Singapore	ACTOS	Word		Registered	5	T9715717F	1997/12/27	T97/15717F	1997/12/27
Singapore	UBRETID	Word		Registered	1,5	T1017332H	2010/10/6	176483	1954/4/20
Taiwan	NESINA	Word		Registered	5	097053992	2008/11/24	01373935	2009/8/16
Taiwan	NESINA MET	Word		Registered	5	101054918	2012/9/26	01572200	2013/4/1
Taiwan	NESINA MET#	Chinese	能適糖	Registered	5	099059688	2010/11/30	01465761	2011/8/1
Taiwan	NESINA MET#	Chinese	能適糖美	Registered	5	102064334	2013/11/18	01645206	2014/6/1
Taiwan	NESINA MET#	Chinese	能釋美	Registered	5	102068082	2013/12/5	01659112	2014/8/16
Taiwan	NESINA MET#	Chinese	耐適糖美	Registered	5	102068083	2013/12/5	01645236	2014/6/1
Taiwan	NESINA MET#	Chinese	寧適糖美	Registered	5	102068085	2013/12/5	01653539	2014/7/16
Taiwan	NESINA PIO	Word		Registered	5	101054920	2012/9/26	01572201	2013/4/1
Taiwan	NESINA#	Chinese	耐釋糖	Registered	5	098000550	2009/1/8	01375870	2009/9/1
Taiwan	OSENI	Word		Registered	5	100058056	2011/11/11	01526779	2012/7/16
Taiwan	OSENI#	Chinese	愛心妮	Registered	5	102068088	2013/12/5	01645237	2014/6/1
Taiwan	OSENI#	Chinese	愛欣怡	Registered	5	102064333	2013/11/18	01645205	2014/6/1
Taiwan	OSENI#	Chinese	歐欣尼	Registered	5	102055149	2013/10/3	01636836	2014/4/16
Taiwan	EDARBI	Word		Registered	5	099055504	2010/11/8	01470075	2011/9/1

Territory	Trademark	Type	Image	Status	Class	Application Number	Application Date	Registration Number	Registration Date
Taiwan	EDARBI#	Chinese	易達標	Registered	5	100018634	2011/4/15	01519051	2012/6/1
Taiwan	EDARBI#	Chinese	益平壓	Registered	5	100050579	2011/9/30	01516979	2012/5/16
Taiwan	EDARBI#	Chinese	比達壓	Registered	5	100050581	2011/9/30	01516980	2012/5/16
Taiwan	EDARBI#	Chinese	易得平	Registered	5	100018636	2011/4/15	01490692	2011/12/16
Taiwan	EDARBI_log o	Device		Registered	5	101051768	2012/9/12	01569853	2013/3/16
Taiwan	EDARBYCHLOR	Word		Registered	5	100022109	2011/5/5	01524184	2012/7/1
Taiwan	EDARBYCLOR	Word		Registered	5	100022110	2011/5/5	01524185	2012/7/1
Taiwan	EDARBYCLOR#	Chinese	益平壓可落	Registered	5	100066195	2011/12/23	01538429	2012/10/1
Taiwan	EDARBYCLOR#	Chinese	比達壓可落	Registered	5	100066198	2011/12/23	01538430	2012/10/1
Taiwan	EDARBYCLOR#	Chinese	愛達比可落	Registered	5	100066200	2011/12/23	01538431	2012/10/1
Taiwan	EDARBYCLOR#	Chinese	愛達壓可落	Registered	5	100066202	2011/12/23	01538432	2012/10/1
Taiwan	EDARBYCLOR#	Chinese	易得平可落	Registered	5	101013315	2012/3/15	01536045	2012/9/16
Taiwan	B-logo	WordDevice		Registered	5	086062716	1997/12/11	00834377	1999/1/16
Taiwan	BLOPRES*	+ Chinese		Registered	5	084026856	1995/5/31	00739559	1996/12/16
Taiwan	BLOPRESID #	Chinese	博適	Registered	5	089050603	2000/8/31	00949634	2001/7/16
Taiwan	BLOPRESID #	Chinese	博沛適	Registered	5	089050602	2000/8/31	00954299	2001/8/16
Taiwan	BLOPRESID #	Chinese	博脈舒 - 合	Registered	5	089050601	2000/8/31	00954298	2001/8/16
Taiwan	BLOPRESS	Word		Registered	5	085064292	1996/12/18	00771446	1997/8/16
Taiwan	BLOPRESS PLUS	Word		Registered	5	089009090	2000/2/22	00927324	2001/2/1
Taiwan	BLOPRESS PLUS#	Chinese	博脈舒加強錠	Registered	5	094035264	2005/7/22	01201424	2006/4/1
Taiwan	BLOPRESS#	Chinese	博脈舒	Registered	5	089050604	2000/8/31	00949635	2001/7/16
Taiwan	UNISIA	Word		Registered	5	099053287	2010/10/26	01470047	2011/9/1
Taiwan	UNISIA#	Chinese	優雅錠	Registered	5	100035942	2011/7/18	01506541	2012/3/1

Territory	Trademark	Type	Image	Status	Class	Application Number	Application Date	Registration Number	Registration Date
Taiwan	UNISIA_logo	Device		Registered	5	104025955	2015/5/11	01737792	2015/11/16
Taiwan	ACTOS	Word		Registered	5	086010813	1997/3/7	00795847	1998/2/16
Taiwan	ACTOS*	+ Chinese	艾妥糖 ACTOS	Registered	5	086010812	1997/11/14	00830370	1998/12/16
Taiwan	ACTOS*	+ Chinese	愛妥糖 ACTOS	Registered	5	086010814	1997/11/14	00830371	1998/12/16
Taiwan	ACTOSMET	Word		Registered	5	094063167	2005/12/29	01216131	2006/7/1
Taiwan	ACTOSMET#	Chinese	愛妥蜜	Registered	5	096016529	2007/4/12	01294385	2008/1/1
Taiwan	ROZEREM	Word		Registered	5	094037437	2005/8/4	01201450	2006/4/1
Taiwan	ROZEREM& Device (inter-locking circles)	WordDevice		Registered	5	096055027	2007/11/21	01317808	2008/7/16
Taiwan	ROZEREM device	Device		Registered	5	100050576	2011/9/30	01514997	2012/5/1
Taiwan	ROZEREM#	Chinese	柔速瑞	Registered	5	095055118	2006/11/2	01272107	2007/8/1
Taiwan	ROZEREM#	Chinese	勞適安	Registered	5	096006955	2007/2/9	01287011	2007/11/16
Thailand	NESINA	Word		Registered	5	714217	2008/11/12	Kor308876	2008/11/12
Thailand	NESINA MET	Word		Registered	5	857697	2012/8/9	Kor384453	2012/8/9
Thailand	NESINA MET#	Thai	เนสลินา เมท	Registered	5	857696	2012/8/9	Kor383092	2012/8/9
Thailand	NESINA PIO	Word		Registered	5	905660	2013/8/21	Kor402260	2013/8/21
Thailand	NESINA#	Thai	เนสลินา	Registered	5	805248	2011/5/10	Kor366597	2011/5/10
Thailand	OSENI	Thai	โอซีน	Registered	5	914981	2013/10/29	Kor401502	2013/10/29
Thailand	OSENI	Word		Registered	5	778941	2010/9/6	Kor345930	2010/9/6
Thailand	EDARBI	Word	EDARBI	Registered	5	787216	2010/11/11	Kor354892	2010/11/11
Thailand	EDARBI#	Thai	อีดาบี	Registered	5	805542	2011/5/12	Kor350783	2011/5/12
Thailand	EDARBI_log o	Device		Registered	5	862602	2012/9/17	Kor376477	2012/9/17
Thailand	Edarbychlor	Word		Registered	5	805030	2011/5/9	Kor417108	2011/5/9
Thailand	EDARBYCLOR	Word		Registered	5	805031	2011/5/9	Kor366171	2011/5/9

Territory	Trademark	Type	Image	Status	Class	Application Number	Application Date	Registration Number	Registration Date
Thailand	EDARBYCLOR#	Thai	อีตาบิคลอร์	Registered	5	828826	2011/12/13	Kor378121	2011/12/13
Thailand	B-logo	WordDevic ce		Registered	5	351782	1997/12/30	Kor93682	1997/12/30
Thailand	BLOPRES	Word		Registered	5	273492	1994/10/6	Kor30199	1994/10/6
Thailand	BLOPRESS	Word		Registered	5	328195	1997/2/14	Kor78376	1997/2/14
Thailand	BLOPRESS PLUS	Word		Registered	5	411806	2000/2/17	Kor131686	2000/2/17
Thailand	BLOPRESS PLUS#	Thai	โบล์เพรส	Registered	5	425806	2000/7/14	Kor158484	2000/7/14
Thailand	BLOPRESS#	Thai	โบล์เพรส	Registered	5	323282	1996/11/28	Kor76431	1996/11/28
Thailand	UNISIA	Word		Registered	5	786415	2010/11/4	Kor350151	2010/11/4
Thailand	UNISIA#	Thai	ยูนิเซีย	Registered	5	805541	2011/5/12	Kor349642	2011/5/12
Thailand	MADILOT	Word		Registered	5	427448	1990/10/8	Kor125952	1990/10/8
Thailand	MADILOT#	Thai	มาดีพลอต	Registered	5	427449	1990/10/8	Kor124841	1990/10/8
Thailand	ACTOS	Word		Registered	5	333895	1997/5/12	Kor85454	1997/5/12
Thailand	ACTOS#	Thai	แอคโตส	Registered	5	333896	1997/5/12	Kor85572	1997/5/12
Thailand	ACTOSMET	Word		Registered	5	613971	2005/12/29	Kor249836	2005/12/29
Thailand	ACTOSMET#	Thai	แอคโตสเมท	Registered	5	613973	2005/12/29	Kor249838	2005/12/29
Thailand	ZAFATEK	Word		Registered	5	926680	2014/2/17	Kor400646	2014/2/17
Thailand	ZAFATEK	Thai	ซาฟาเทค	Registered	5	998716	2015/8/7	171115755	2015/8/7

2. Patent

Territory	Application No.	Application Date	Patent No.	Issue Date	Expiry Date	Status
Thailand	1001000674	2010/4/28				Pending Examination Requested
Hong Kong	08112374.3	2006/9/13	HK1118231	2014/3/14	2026/9/13	Registered/Granted
Hong Kong	10103605.9	2008/1/30	HK1138188	2011/7/15	2028/1/30	Registered/Granted
Hong Kong	10110241.4	2008/7/16	HK1143740	2017/12/1	2028/7/16	Registered/Granted
Korea South	10-2008-7016402	2006/12/7	10-1451954	2014/10/10	2026/12/7	Registered/Granted
Korea South	10-2014-7004758	2006/12/7	10-1554355	2015/9/14	2026/12/7	Registered/Granted
Korea South	10-2011-7013113	2009/11/17	10-1807318	2017/12/4	2029/11/17	Registered/Granted
Macau	J/000925	2006/9/13	J/000925	2013/1/22	2026/9/13	Registered/Granted

Territory	Application No.	Application Date	Patent No.	Issue Date	Expiry Date	Status
Macau	J/001722	2006/9/13	J/001722	2015/7/13	2026/9/13	Registered/Granted
Macau	J/001560	2006/9/13	J/001560	2015/1/28	2026/9/13	Registered/Granted
Macau	J/001559	2006/9/13	J/001559	2015/1/28	2026/9/13	Registered/Granted
Macau	J/000978	2008/1/30	J/000978	2013/3/21	2028/1/30	Registered/Granted
Macau	J/000994	2008/7/16	J/000994	2013/4/24	2028/7/16	Registered/Granted
Malaysia	PI2011005206	2010/4/28	MY-158158-A	2016/9/15	2030/4/28	Registered/Granted
Philippines	1-2011-502215	2010/4/28	1-2011-502215	2016/6/22	2030/4/28	Registered/Granted
Taiwan	094105364	2005/2/23	I336702	2011/2/1	2026/7/13	Registered/Granted
Taiwan	093139575	2004/12/17	I344962	2011/7/11	2027/10/13	Registered/Granted
Taiwan	097103417	2008/1/30	I453041	2014/9/21	2028/1/29	Registered/Granted
Taiwan	095134082	2006/9/14	I421075	2014/1/1	2028/6/19	Registered/Granted
Taiwan	097126889	2008/7/16	I421102	2014/1/1	2028/7/15	Registered/Granted
Taiwan	099113442	2010/4/28	I438201	2014/5/21	2030/4/27	Registered/Granted
Thailand	0601004446	2006/9/13	91691	2023/2/21	2026/9/12	Registered/Granted
Thailand	0601004444	2006/9/13	105017	2024/11/22	2026/9/12	Registered/Granted
Thailand	0801000467	2008/1/30	85405	2021/11/22	2028/1/29	Registered/Granted
Thailand	0801003746	2008/7/16	102423	2024/8/14	2028/7/15	Registered/Granted

Appendix 14.1(b) Intellectual Property

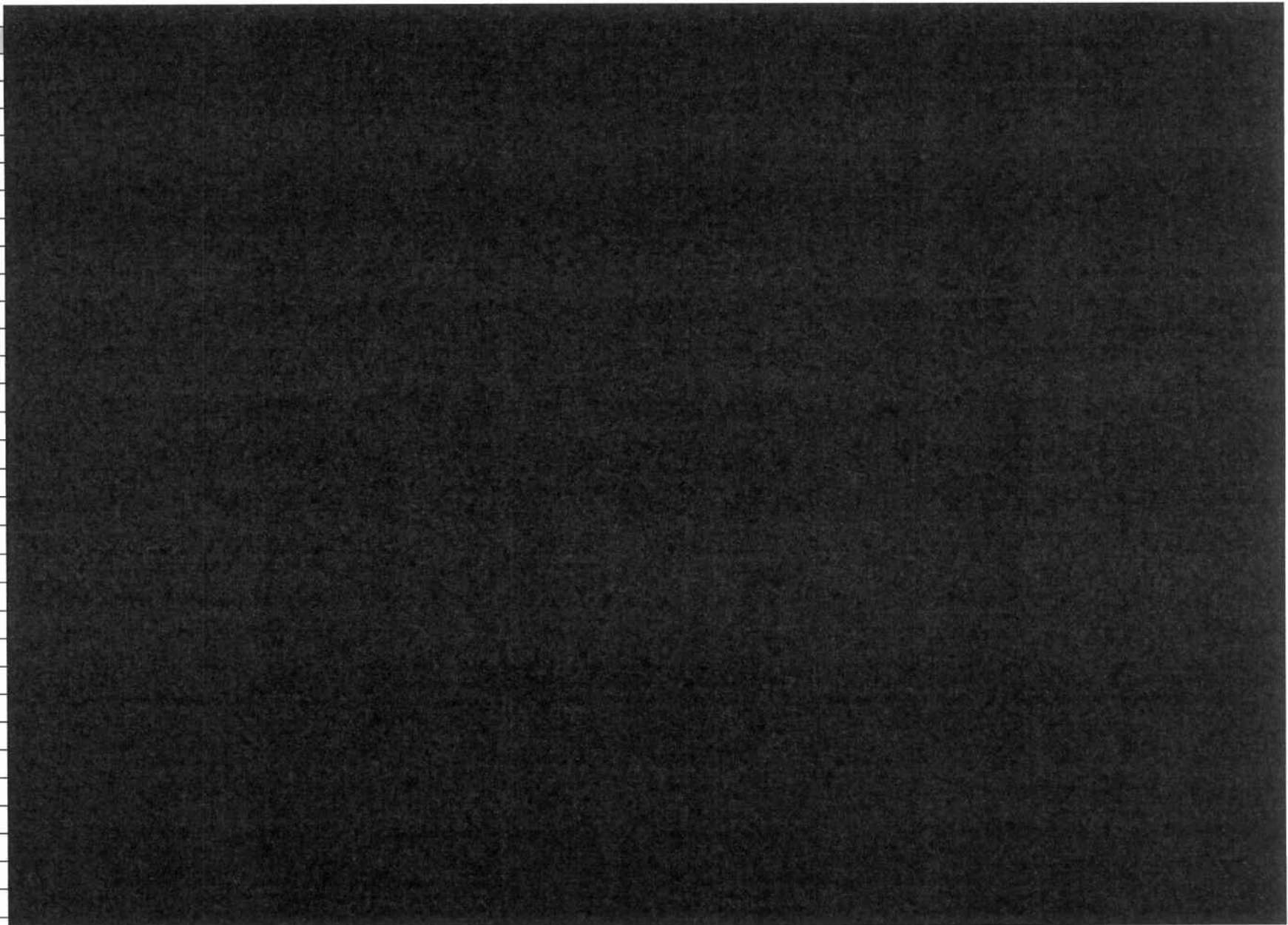
[REDACTED]

Appendix 15.1 Product List

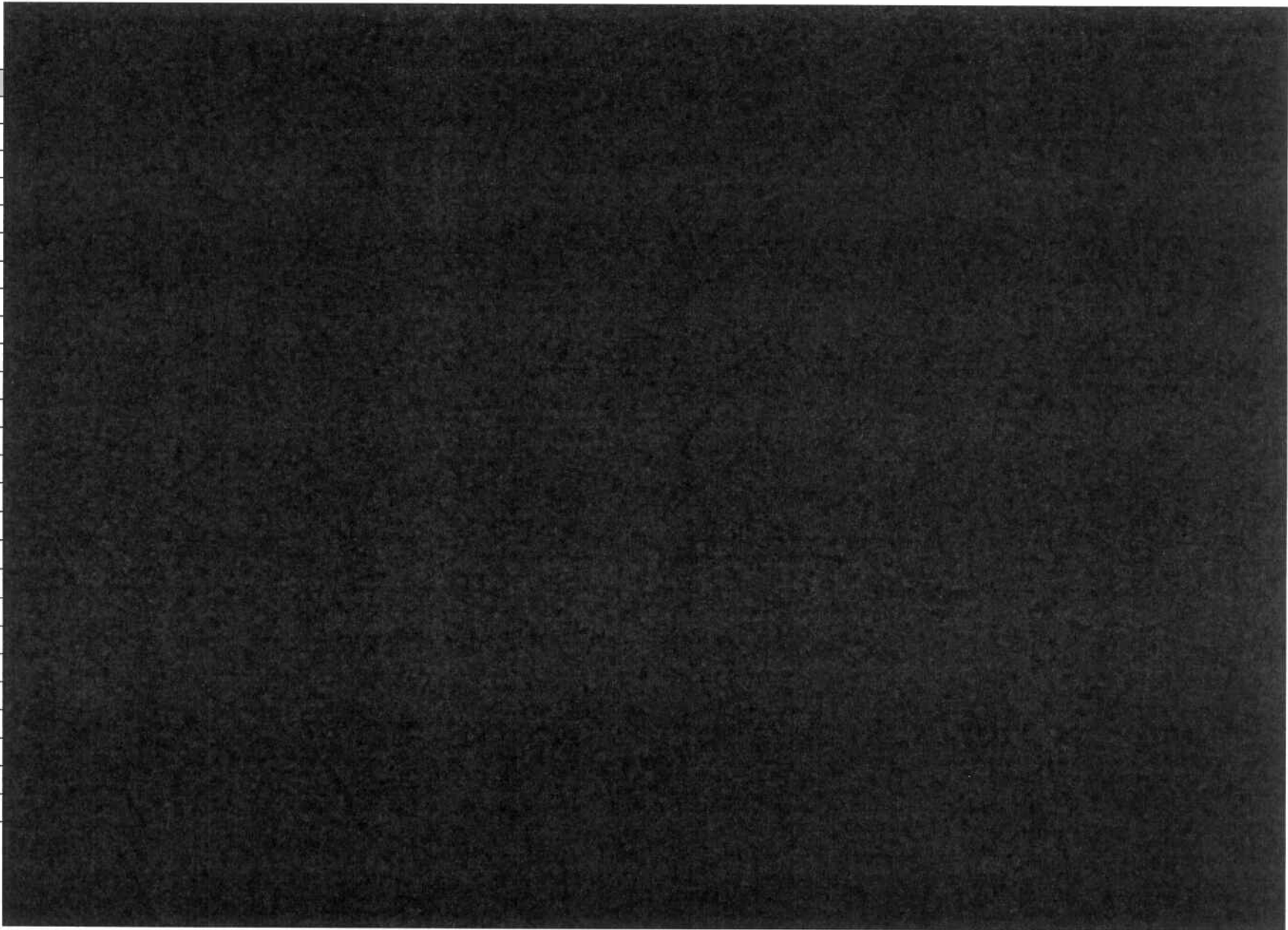
Product Family	
Basen	
Basen	
Basen	
Basen	
Calcichew	
Calcichew	
Madipin	
Madipin	
Madipin	
Madipin	
Actos	
Actos	
Actos	
ActosMet	
Blopress/Blopress Plus	
Blopress/Blopress Plus	
Blopress/Blopress Plus	
Blopress/Blopress Plus	
Doribax	
Edarbi	
Edarbi	
Edarbyclor	
Edarbyclor	
Madiplot	
Madiplot	
Madiplot	
Madiplot	
Madiplot	
Nesina	
NesinaAct/Oseni	

Product Family
NesinaAct/Oseni
Nesina
Nesina
NesinaMet
NesinaMet
Unisia
Zafatek
Actos
Actos
ActosMet
Blopress/Blopress Plus
Blopress/Blopress Plus
Blopress/Blopress Plus
Blopress/Blopress Plus
Blopress/Blopress Plus
Edarbi
Edarbi
Edarbyclor
Edarbyclor
Nesina
NesinaAct/Oseni
NesinaAct/Oseni
NesinaAct/Oseni
NesinaAct/Oseni
Nesina
Nesina
NesinaMet
NesinaMet
Rozerem
Unisia
Actos

Product Family
Actos
Actos
ActosMet
Blopress/Blopress Plus
Blopress/Blopress Plus
Blopress/Blopress Plus
Blopress/Blopress Plus
Edarbi
Edarbi
Edarbyclor
Edarbyclor
Gutron
Nesina
Nesina
Nesina
NesinaAct/Oseni
NesinaAct/Oseni
NesinaMet
NesinaMet
Ubretid
Actos
Actos
ActosMet
Albothyl
Blopress/Blopress Plus
Blopress/Blopress Plus
Blopress/Blopress Plus
Unisia
Actos
Actos
Doribax



Product Family
Gutron
Ubretid
Actos
Actos
Blopress/Blopress Plus
Blopress/Blopress Plus
Blopress/Blopress Plus
Doribax
Actos
Actos
Actos
Condyline
Nessina
Nessina
Nesina Met
Nesina Met
NesinaAct/Oseni
NesinaAct/Oseni
Edarbi
Edarbi
Edarbyclor
Blopress/Blopress Plus
Blopress/Blopress Plus
Actos
Ubretid
DEXTENZA



Appendix 16.2 Business Product Registration and Third-Party Product Registration

1. Marketing Authorization (MA)

Trade Name	
Actos	
Actos	
Blopess	
Blopess	
Blopess Plus	
Dextenza	
Actos	
Actos	
Ubretid	
Actos	
Actos	
Actosmet	
Albothyl	
Blopess	
Blopess	
Blopess Plus	
Unisia	
Actos	
Actos	
Actosmet	
Blopess	
Blopess	
Blopess Plus	
Blopess Plus	

Trade Name

Edarbi

Edarbi

Edarbyclor

Edarbyclor

Nesina

Nesina

NesinaMet

NesinaMet

Oseni

Oseni

Ubretid

Actos

Actos

Actos

Unisia

Actos

Actos

Zafatek

Edarbi

Edarbi

Oseni

Oseni

Nesina

Edarbyclor

Madiplot

Madiplot

Trade Name

Blopress

Blopress

Blopress Plus

Blopress Plus

Nesina

Nesina

Nesinamet

Nesinamet

Oseni

Edarbi

Edarbi

Actos

Actos

Actosmet

Unisia

Rozerem

Blopress

Blopress Plus

Blopress Plus

Edarbyclor

Edarbyclor

Trade Name

Cavid

Actos

Actos

Actosmet

Blopress

Blopress

Blopress Plus

Blopress Plus

Edarbi

Edarbi

Edarbyclor

Edarbyclor

Nesina

Nesina

NesinaMet

NesinaMet

Oseni

Oseni

Appendix 20.1 Insurance Policies

The Cargo Transportation Insurance in accordance with the Application Form for Cargo Transportation Insurance dated July 24, 2025, with period of insurance for shipment sailing &/or departing on and after 00:00 July 25, 2025 to 24:00 July 24, 2026 (both dates inclusive).

Schedule 3

Purchaser Warranties

1. **Due execution and enforceability**

The Purchaser has the power and authority to execute the proposed sale and purchase of the Sale Share and assignment of the Shareholder Loan and to execute and deliver each Transaction Document to which the Purchaser is a party, each of which constitutes its valid and legally binding obligation, enforceable in accordance with its terms.

2. **No conflict**

The execution and delivery of the Transaction Documents and the performance of any obligations hereunder by the Purchaser will not conflict with or constitute or result in a default or violation of any Applicable Law or any agreement or instrument by which the Purchaser is bound.

3. **No consents**

Other than the confirmation from HKEX and the consents under the Conditions Precedent, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Singapore, foreign or local governmental or other authority, department, board, body or agency or other party on the part of the Purchaser is required in connection with the execution and delivery of this Agreement, the other Transaction Documents or the consummation of the Transaction contemplated hereby or thereby.

4. **Purchaser litigation and release of claims**

There is no action, suit, proceeding or investigation pending that, if successful, would invalidate this Agreement, or the other Transaction Documents, or the right of the Purchaser to enter into this Agreement, or the other Transaction Documents, or to consummate the Transaction contemplated hereby and thereby.

5. **Financing**

As of the Closing Date, the Purchaser has available funds, or financing commitments, as required in order to fulfil its obligations under this Agreement if and when due.

Schedule 4

Definition of Leakage and Permitted Leakage

“**Leakage**” means each and any of the following

- (a) any dividend or similar (dividend-type) distribution (whether in cash or in kind) declared, paid or made by a Group Company;
- (b) any payment by a Group Company for the purchase, redemption or repayment of any share capital, loan capital or other securities of a Group Company, or any other return of capital;
- (c) a Group Company paying, incurring or otherwise assuming liability for any fees, costs or expenses in connection with the Transaction (including professional advisors' fees, transaction bonuses, finders fees, brokerages or any other commission) to the extent they have not been taken account of in the Locked Box Accounts;
- (d) any payment made by a Group Company to or for the benefit of the Hasten Group in respect of non-trading or non-operating fees (including royalty payments, general management fees, monitoring fees, interest payments, loan payments, service or directors' fees, bonuses or other compensations of any kind), which is not Permitted Leakage;
- (e) any transfer or surrender of assets (including cash and non-cash assets), rights or other benefits by a Group Company to or for the benefit of the Hasten Group;
- (f) any transactions between any Group Company on one hand and the Hasten Group on the other hand which is not Permitted Leakage;
- (g) a Group Company assuming or incurring any liability or obligation for the benefit of the Hasten Group;
- (h) the provision of any guarantee or indemnity or the creation of any Encumbrance by a Group Company in favor, or for the benefit, of the Hasten Group;
- (i) any waiver, discount, deferral, release or discharge by a Group Company of (i) any amount, obligation or liability owed to it by the Hasten Group; or (ii) any claim (howsoever arising) against the Hasten Group;
- (j) any written agreement, arrangement or other commitment by a Group Company to do or to give effect to any of the matters referred to in paragraphs (a) to (i) (inclusive) above;
- (k) any transfer, sale or disposal of assets (including cash and non-cash assets), rights, property or other benefits by a Group Company to the Hasten Group which is not at arm's length basis or not in the ordinary course of business; and
- (l) any Tax arising as a result of any of the matters referred to in paragraphs (a) to (k) (inclusive) above.

“**Permitted Leakage**” means each and any of the following payments:

- (a) any payments made (or to be made) by the Group Companies to the Seller in the ordinary course, either on arm's length basis or on a basis consistent with past practice, in each case evidenced by reasonable proofs;
- (b) any payments made (or to be made) by the Group Companies to the Seller in the ordinary course in respect of the recharge of third party costs that are wholly and directly attributable to any Group Company at an amount no greater than the arm's length third-party supplier charge incurred by the Seller, or on a basis consistent with past practice, in each case evidenced by reasonable proofs;
- (c) any payments in respect of salaries, directors' fees, pension contributions, expenses or bonuses made to, or in respect of services provided by, employees, workers, directors, officers or consultants of the Group Companies which are made (or to be made) by the Group Companies in the ordinary course of business and in accordance with the terms of the related employment or service contract;
- (d) any payments made (or to be made) by any Group Company which constitute Leakage to the extent that accrual, provision, reserve or allowance has been made for such payment in, or has otherwise been taken account in the Locked Box Accounts or pursuant to matters set forth in the Disclosure Schedule;
- (e) any other payment, accrual, transfer of assets or assumption of liability by the Group Companies which the Purchaser has expressly approved in writing.