

## DEED OF IRREVOCABLE UNDERTAKING

From: Vivo Capital Fund VIII, L.P. and Vivo Capital Surplus Fund VIII, L.P., each acting by Vivo Capital VIII, LLC (the “**Relevant Shareholder**”)

To: WuXi XDC Cayman Inc. (the “**Offeror**”)

14 January 2026

Dear Sirs

**Proposed offer on behalf of the Offeror for shares in BioDlink International Company Limited (the “Company”, together with its subsidiaries, the “Group” and each a “Group Company”)**

We, the undersigned, refer to the discussions regarding the proposed offer to acquire shares in the Company substantially on the terms and subject to the conditions set out in the joint offer announcement to be published by the Offeror and the Company, an advanced draft of which is set out in Schedule 5 (the “**Joint Announcement**”). Unless the context requires otherwise, capitalised terms used in this deed shall have the same meanings as defined in the Joint Announcement.

All references in this deed to the “**Offer**” shall mean the proposed voluntary conditional cash offer to acquire all the Offer Shares on behalf of the Offeror on the terms and conditions set out in the formal document relating to, among others, the Offer to be despatched to the Shareholders (the “**Offer Document**”).

We irrevocably and unconditionally warrant, represent and undertake to the Offeror as follows:

### **1 Irrevocable Undertakings**

#### **1.1 Acceptance of the Share Offer**

We irrevocably undertake to, as soon as possible after the date of despatch to shareholders of the Company of the Offer Document, duly accept, or procure the acceptance of, the Share Offer in respect of:

- 1.1.1** the Shares listed in Schedule 1 to this deed;
- 1.1.2** any other Shares of which we may become the registered holder, beneficial owner or in which we may have control over or become so interested after the date of this deed; and
- 1.1.3** any other shares in the Company deriving from the Shares falling within either of Clause 1.1.1 and Clause 1.1.2 (the shares in this Clause together with the Shares in Clause 1.1.1 and Clause 1.1.2, being the “**Undertaking Shares**”).

#### **1.2 Fulfilment**

We agree to fulfil the undertakings in this deed in respect of the Undertaking Shares by:

- 1.2.1** returning or procuring the return to the Offeror, or as the Offeror may direct, duly completed and signed form(s) of acceptance relating to the Share Offer, or taking such other steps as may be set out in the Offer Document to effect the valid acceptance of the Share Offer by no later than 3:00 p.m. on the seventh Business Day after the date of despatch to the Shareholders of the Offer Document (or, in relation to the Shares falling within Clause 1.1.2 and Clause 1.1.3, as soon as

practicable (and in any event, within one Business Day) after we become the registered holder, beneficial owner or in which we may have control over or become so interested in, such Shares); and

1.2.2 transferring or procuring the transfer of such Undertaking Shares to the Offeror pursuant to the Share Offer by:

- (i) in respect of any Undertaking Shares held in certificated form, taking such action in accordance with the procedures set out in the Offer Document to forward, or procure to be forwarded, the relevant share certificate(s) or other document(s) of title in respect of the relevant Undertaking Shares (to the extent applicable) to the Offeror, or nominated representatives of the Offeror (or a form of indemnity acceptable to the Offeror in respect of any lost certificate(s)) with such form(s) of acceptance (or as soon as possible thereafter);
- (ii) in respect of any Undertaking Shares held in uncertificated form, taking such action in accordance with the procedures set out in the Offer Document to transfer or procure the transfer of the Undertaking Shares to the Offeror through the Hong Kong Central Clearing and Settlement System (“**CCASS**”) for credit to the Offeror’s nominated stock account(s), free from all Encumbrances; and
- (iii) in respect of any Undertaking Shares not already registered in our name of which we are the beneficial owner or have control over and which are listed in Part II of Schedule 1 to this deed (or, in relation to the Shares falling within Clause 1.1.2 and Clause 1.1.3), as soon as reasonably practicable after we become the beneficial owner of, have control over or become so interested in, such shares) (the “**Non-Registered Shares**”), save where the registered holder is HKSCC Nominees Limited, using our reasonable endeavours to procure that the registered holder(s) of the Non-Registered Shares will give the Offeror an undertaking, substantially in the form set out in Schedule 2, prior to the posting of the Offer Document.

## 2 Dealings in Shares

2.1 We agree that we will, and, in respect of any Non-Registered Shares, will procure (so far as we are reasonably able to procure) that the holders of the Non-Registered Shares will:

- 2.1.1 notwithstanding any right to withdraw under the provisions of the Takeovers Code or any terms of the Share Offer or any other law or regulation, not withdraw such acceptance(s) in respect of the Undertaking Shares;
- 2.1.2 except pursuant to the Share Offer, not sell, transfer, charge, pledge, encumber, grant any option or right over or otherwise dispose of, or permit the sale, transfer, charge, pledge, grant of any other encumbrance, or option or right over, or other disposition of all or any of the Undertaking Shares or any interest in the Undertaking Shares, or accept any other offer in respect of all or any of the Undertaking Shares (whether conditionally or unconditionally) or enter into any transaction having a similar economic effect;
- 2.1.3 exercise (or, where relevant, procure the exercise of) all voting rights attaching to the Shares in such manner as to enable the Share Offer to be made and become or

be declared unconditional and refrain from, and oppose the taking of, any action which would result in any Condition of the Share Offer not being satisfied;

**2.1.4** not acquire or subscribe for any Shares other than an interest in shares deriving from the Shares falling within either of Clause 1.1.2 and Clause 1.1.3; and

**2.1.5** not enter into any agreement or arrangement or allow to arise any obligation with any person, whether conditionally or unconditionally, to do any of the acts prohibited by the terms of this Clause 2 which would restrict or impede the Share Offer becoming unconditional or our ability to comply with this undertaking.

### **3 Action to Facilitate the Offer**

#### **3.1** We agree to:

**3.1.1** cooperate in the production of the Offer Document and the formal document containing the response of the Company to the Offer (if separate from the Offer Document), including, among other things, the provision of information required by Schedules I and II to the Takeovers Code that relates to us;

**3.1.2** use all commercially reasonable endeavours to procure the Company:

(i) not to take any action that would constitute a frustrating action under Rule 4 of the Takeovers Code, including without limitation, paying any dividends, repaying any debts other than those falling due in the ordinary course, issuing any shares, or creating, issuing or granting, or permitting the creation, issue or grant of, any convertible securities, options, warrants or other rights in respect of its shares, unless such action is taken pursuant to a prior contractual obligation existing, or pursuant to a board resolution of the Company adopted, on or before 1 January 2026 which has been disclosed by the Company to the Offeror in writing or otherwise disclosed in the Company's public disclosures on the Stock Exchange website ([www.hkexnews.hk](http://www.hkexnews.hk)) on or prior to 1 January 2026;

(ii) not to take any of the following actions unless required to do so pursuant to a prior contractual obligation existing, or pursuant to a board resolution of the Company adopted, on or before 1 January 2026 which has been disclosed by the Company to the Offeror in writing or otherwise disclosed in the Company's public disclosures on the Stock Exchange website ([www.hkexnews.hk](http://www.hkexnews.hk)) on or prior to 1 January 2026, to:

(a) give new compensation package to the senior management of the Group without the written consent of the Offeror;

(b) initiate any new capacity or site expansion projects of the Group, including purchasing land, acquiring significant production equipment, etc.;

(c) initiate any new equity investment, license-in/out, in-kind service agreements with any business partners (i.e. clients or suppliers, etc.) of the Group; and

(d) cease to carry on its business in the ordinary course and as a going concern;

- (iii) to take all necessary actions to:
  - (a) ensure Good Manufacturing Practice (GMP) compliance throughout all operations of the Group and ensure no quality violation incidents occur;
  - (b) ensure successful outcomes in any regulatory agency inspection of the Group (if applicable);
  - (c) ensure Environment, Health, and Safety (EHS) compliance and all other applicable regulatory and business compliance, and ensure no safety violations occur at any site of the Group;
  - (d) ensure the integrity and security of the IT systems, ensure data protection, and implement appropriate measures to prevent unauthorised access to the systems of the Group; and
  - (e) ensure each member of the Group carries on their business in the ordinary and usual course as carried on prior to the date of this deed;
- 3.1.3 not solicit or enter into discussions regarding any offer for the Shares or any other class of the Company's shares from any third party or any proposal for a merger of the Company with any other entity;
- 3.1.4 subject to the confidentiality obligations and fiduciary duty of any director nominated by us on the Board as well as compliance with all applicable laws and regulations, notify the Offeror of any matter or circumstance which might cause or result in any of the Conditions to which the Joint Announcement indicates the Offer will be subject to be unfulfilled or incapable of fulfilment, or in the Offer otherwise not being successfully completed, as soon as reasonably practicable after we become aware of it, provided always that we will not give any notification to the Offeror if the facts involve inside information (as defined under the Securities and Futures Ordinance, Cap. 571 of the Laws of Hong Kong) in relation to the Company; and
- 3.1.5 agree to any extensions of the time limits set out in Rules 8, 15, 16 and 17 of the Takeovers Code which the Offeror may reasonably consider to be necessary or desirable and to cooperate with the Offeror in seeking such waivers of those Rules and other rulings of the Executive and any delegate of the Executive as the Offeror may reasonably consider to be necessary or desirable to secure such extensions.
- 3.2 For the purpose of this deed, the reference to the Relevant Shareholder to "use all commercially reasonable endeavours to procure the Company" shall only involve and be limited to such Relevant Shareholder exercising (or, where relevant, procuring the exercise of) voting rights as a Shareholder and directing its appointees on the board of directors of any member of the Group (if any) to exercise their voting powers, subject to their respective fiduciary duties.

## 4 Information

- 4.1 We will, upon a reasonable request, supply to the Offeror, or procure the supply to the Offeror, of:
  - 4.1.1 all information relating to us and our close associates (as defined in the Listing Rules) who hold Shares to the extent such information is required to be contained in the

Offer Document or any other document relating to the Offer (including any related prospectus or equivalent document) in order to comply with applicable rules and regulations by any other relevant regulatory authorities (“**Applicable Requirements**”) (and, in particular, paragraph 4 of Schedule I to the Takeovers Code);

- 4.1.2 any such information relating to the Company and to its subsidiaries and associated companies in its possession, provided that the supply of such information is consistent with duties arising under the Takeovers Code; and
- 4.1.3 without prejudice to Clause 2, details of dealings by us, and our close associates in any Shares or any of the shares of the Offeror immediately following the relevant dealing.

## **5 Warranties and Undertakings**

### **5.1** We warrant and undertake to the Offeror that:

- 5.1.1 the Undertaking Shares include all the securities in the Company registered in our name or beneficially owned by us or controlled by us or in respect of which we have control over or are otherwise so interested;
- 5.1.2 the Undertaking Shares will be transferred pursuant to the Share Offer free from all Encumbrances, including the right to all dividends declared, made or paid hereafter (other than as provided by the terms of the Share Offer); and
- 5.1.3 that we have full power and authority to accept the Share Offer, or to undertake (in relation to any Undertaking Shares of which we are not both registered holder and beneficial owner) that the Share Offer will be accepted, in respect of all the Undertaking Shares.

Such warranties and undertakings will not be extinguished or affected by the sale of the Undertaking Shares (or any of them) pursuant to the Share Offer.

### **5.2** We warrant to the Offeror that the statements contained in Schedule 3 are true and accurate as at the date of this deed (unless otherwise specified), provided that:

- 5.2.1 where a warranty is qualified by the expression “to the Relevant Shareholder’s knowledge” (or similar expression), such warranty is deemed to be given on the basis of the knowledge of Mr. Fu, Shan and Dr. Liu, Weidong as of the date of this deed after they have made due enquiries with the Senior Management; and
- 5.2.2 the warranties set out in Part 2 of Schedule 3 are subject to and qualified by matters that have been disclosed by or on behalf of the Company or the Relevant Shareholder to the Offeror, its representatives or advisers in writing or otherwise disclosed in the Company’s public disclosures on the Stock Exchange website ([www.hkexnews.hk](http://www.hkexnews.hk)) on or prior to the date of this deed.

For the purpose of this deed, “Senior Management” means Dr. Zhang, Jian (chief operating officer of the Group), Ms. Yin, Li (chief technology officer of the Group), Ms. Xiao, Ben (vice president of finance of the Group) and Mr. Chen, Yifan (executive director of the legal compliance and administration department of the Group).

### **5.3** No other warranties

This deed contains the whole agreement between us relating to the subject matter of this deed at the date of this deed to the exclusion of any terms implied by law which may be excluded by contract. We acknowledge that we have not been induced to sign this deed by any representation, warranty or undertaking not expressly incorporated into it.

## **6 Announcements**

### **6.1** We undertake not to make, and to use all commercially reasonable endeavours to procure the Company not to make:

**6.1.1** any public announcement or communication in connection with the Offer, or concerning the Company and its subsidiaries or associated companies which is or may be material in the context of the Offer, without prior written consent of the Offeror; or

**6.1.2** any public announcement or communication prior to the release of the Joint Announcement which refers expressly or impliedly to the Offeror and/or the Offer,

except that the obligations set out in this Clause 6.1 will not apply to any such public announcement or communication if and to the extent that it is required by the Takeovers Code, the Executive, any applicable law, the Listing Rules or any Applicable Requirements, provided that the Offeror has been consulted prior to such announcement or communication.

### **6.2** Prior to the making or despatch of any such announcement or communication, we will or, where applicable, we will use all our commercially reasonable endeavours to procure that the Company will (where practicable), consult with the Offeror as to the content, timing and manner of its making or despatch and we will, or where applicable, we will use all our commercially reasonable endeavours to procure that the Company will, take into account all reasonable requirements on the Offeror's part in relation to it. For this purpose, an announcement will be deemed to be made by us (or, as applicable, by the Company) if it is made on our (or its) behalf.

## **7 Publicity**

### **7.1** We consent to:

**7.1.1** the Joint Announcement, the Offer Document and such other announcements relating to the Offer containing references to us and to this deed substantially in the form set out in the Joint Announcement;

**7.1.2** particulars of this deed being set out in the Joint Announcement, the Offer Document and such other announcements relating to the Offer; and

**7.1.3** this deed being available for inspection during all or part of the period for which the Offer remains open for acceptance.

## **8 Condition and Termination**

### **8.1** Condition

Our obligations under Clause 1.1 and Clause 1.2 (the "**Obligations**") are conditional upon the announcement of the Offer on substantially the same terms as set out in the Joint Announcement attached to this deed (with such changes as may be agreed to by us).

## **8.2 Lapse**

Our Obligations will lapse if:

- 8.2.1** the Offer is not announced within three Business Days after the date of execution of this deed by us, or such other date as the parties may agree in writing; or
- 8.2.2** the Offer lapses or is withdrawn without having become unconditional in all respects, provided that the lapse of our Obligations will not affect any rights or liabilities under this deed in respect of antecedent breaches of this deed.

## **9 Enforcement**

### **9.1 Governing law**

This deed and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of Hong Kong.

### **9.2 Appointment of Process Agent**

- 9.2.1** Without prejudice to any other mode of service allowed under any relevant law, we hereby irrevocably appoint Vivo (HK) Limited of Room 1001, Nan Fung Tower 88 Connaught Road Central, Central, Hong Kong as our agent for service of process in relation to any proceedings in connection with this deed, service upon whom shall be deemed completed whether or not forwarded to or received by us.
- 9.2.2** We shall inform the Offeror in writing of any change of address of such process agent within 14 days of such change.
- 9.2.3** If such process agent appointed by us ceases to be able to act as such or to have an address in Hong Kong, we irrevocably agree to appoint a new process agent in Hong Kong acceptable to the Offeror and to deliver to the Offeror within 14 days a copy of a written acceptance of appointment by the process agent.

### **9.3 Arbitration**

- 9.3.1** Any dispute arising out of or in connection with this deed, including any question regarding its existence, validity or termination, shall be referred to the Hong Kong International Arbitration Centre (the "**HKIAC**") and finally resolved by arbitration under the HKIAC Administered Arbitration Rules. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Hong Kong. The language to be used in the arbitral proceedings shall be English. The governing law of this arbitration clause shall be Hong Kong law. No Party shall be prevented from seeking conservatory or interim relief from any court of competent jurisdiction.
- 9.3.2** The arbitration shall be the sole and exclusive forum for resolution of any such dispute and a decision rendered by the arbitral tribunal in such proceedings shall be final and binding on the parties, without right of appeal. Each party consents to the enforcement of any such arbitration award by any court having jurisdiction by any means including judgment being entered in respect of such arbitration award.
- 9.3.3** Notwithstanding the foregoing, each party shall have the right to seek interim relief or equitable relief (interim or final) from any court of competent jurisdiction pending formation of an arbitral tribunal or for granting such equitable relief (interim or final) as an arbitral tribunal formed under this Clause 10.3 may recommend or award, and

this shall not be deemed or construed as incompatible with, or operate as a waiver of, the foregoing agreement to arbitrate.

#### **9.4 Specific performance**

Without prejudice to any other rights or remedies which the Offeror may have, we acknowledge and agree that damages may not be an adequate remedy for any breach by us of any of our Obligations. The Offeror will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such Obligation and no proof of special damages will be necessary for the enforcement by the Offeror of its rights under this deed.

### **10 Interpretation**

#### **10.1 Revised offers**

In this deed, references to the Offer will include any revised offers by the Offeror, the terms of which is/are at least as favourable to the Shareholders as the original Offer.

#### **10.2 Additional terms**

The Offer will be subject to such additional terms and conditions as may be required to comply with the Applicable Requirements.

#### **10.3 Unconditional and irrevocable obligations**

Except to the extent otherwise specified, the Obligations are unconditional and irrevocable.

#### **10.4 Time**

Time will be of the essence of our Obligations.

#### **10.5 Meaning**

In this deed:

**10.5.1** references to “**close associates**” have the same meaning as in the Listing Rules;

**10.5.2** references to “**Encumbrances**” means any claim, charge, mortgage, lien, option, equitable right, power of sale, pledge, hypothecation, usufruct, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing; and

**10.5.3** “**Relevant Financial Information**” means the audited consolidated financial statements of the Group for the financial years ended 31 December 2022, 31 December 2023 and 31 December 2024 as published by the Company on the Stock Exchange's website at [www.hkexnews.hk](http://www.hkexnews.hk).

### **11 Counterparts**

This deed may be entered into in any number of counterparts, all of which taken together will constitute one and the same instrument. Each of us may enter into this deed by signing any such counterpart.



## **12 Waiver and Variation**

**12.1.1** No failure or delay by either of us in exercising our respective rights under this deed will operate as a waiver.

**12.1.2** No variation of this deed will be effective unless in writing and signed by or on behalf of each of us.

## **13 No Third Party Rights**

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce the terms of this deed.

IN WITNESS WHEREOF this Deed has been executed on the date inserted on the first page of this Deed.

EXECUTED, SEALED and DELIVERED )

as a deed by )

Vivo Capital Fund VIII, L.P. )

By Vivo Capital VIII, LLC, its general )  
partner )



by )

Fu Shan )

in the presence of: )

付山

Name: Fu Shan

Title: Managing Member

Li Dingding

Witness name: Li Dingding

Title: Legal Director

EXECUTED, SEALED and DELIVERED )

as a deed by )

Vivo Capital Surplus Fund VIII, L.P. )

By Vivo Capital VIII, LLC, its general )  
partner )



by )

Fu Shan )

in the presence of: )

付山

Name: Fu Shan

Title: Managing Member

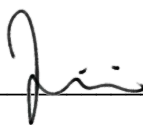
Li Dingding

Witness name: Li Dingding

Title: Legal Director

Accepted and acknowledged by

**WuXi XDC Cayman Inc.**



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## Schedule 1

### Shares to which this deed relates

#### Part I

##### Shares of which we are the registered holder

Registered holder	Ordinary Shares
Vivo Capital Fund VIII, L.P.	90,718,100
Vivo Capital Surplus Fund VIII, L.P.	12,526,900

#### Part II

##### Shares of which we are the beneficial holder but not the registered holder

Registered holder	Ordinary Shares
N.A.	N.A.

## Schedule 2

### Registered Shareholder's Irrevocable Undertaking Relating to Shares Beneficially held by a Shareholder

#### DEED OF IRREVOCABLE UNDERTAKING

From: [Registered holder of shares of the Company beneficially held by a Shareholder giving an irrevocable undertaking]  
To: WuXi XDC Cayman Inc. (the "**Offeror**")

[date] 2026

Dear Sirs

#### Proposed offer on behalf of the Offeror in the shares of BioDlink International Company Limited (the "**Company**")

We, the undersigned, are the registered holder of the Shares listed in the Appendix to this deed which are beneficially held by [Name of Shareholder] (the "**Beneficial Holder**"). Unless otherwise stated, terms defined in the deed dated [●] between the Beneficial Holder and the Offeror (the "**Undertaking**") have the same meanings when used in this deed. Unless the context requires otherwise, capitalised terms used in this deed shall have the meanings as defined in the Joint Announcement.

All references in this deed to the "**Offer**" shall mean the proposed voluntary conditional cash offer to acquire all the Offer Shares on behalf of the Offeror on the terms and conditions set out in the formal document relating to, among others, the Offer to be despatched to the Shareholders (the "**Offer Document**").

We irrevocably and unconditionally warrant, represent and undertake to the Offeror as follows:

#### 1 Irrevocable Undertakings

- 1.1** In accordance with the instructions of the Beneficial Holder, we irrevocably undertake to, as soon as possible after the date of despatch to the Shareholders of the Offer Document, accept the Offer in respect of the Shares listed in the Appendix to this deed (and in respect of any other Shares in respect of which the Beneficial Holder may become the beneficial holder and in respect of which we will become the registered holder) (the "**Undertaking Shares**").
- 1.2** We agree to fulfil this undertaking by:
- 1.2.1** returning or procuring the return to the Offeror, or as the Offeror may direct, duly completed and signed form(s) of acceptance relating to the Share Offer, or taking such other steps as may be set out in the Offer Document to effect the valid acceptance of the Share Offer by no later than 3:00 p.m. on the seventh Business Day after the date of despatch to the Shareholders of the Offer Document; and
  - 1.2.2** transferring or procuring the transfer of such Undertaking Shares to the Offeror pursuant to the Share Offer by:
    - (i) in respect of any Undertaking Shares held in certificated form, taking such action in accordance with the procedures set out in the Offer Document to forward, or procure to be forwarded, the relevant share certificate(s) or other

document(s) of title in respect of the relevant Undertaking Shares (to the extent applicable) to the Offeror, or nominated representatives of the Offeror (or a form of indemnity acceptable to the Offeror in respect of any lost certificate(s)) with such form(s) of acceptance (or as soon as possible thereafter); and

- (ii) in respect of any Undertaking Shares held in uncertificated form, taking such action in accordance with the procedures set out in the Offer Document to transfer or procure the transfer of the Undertaking Shares to the Offeror through the Hong Kong Central Clearing and Settlement System (CCASS) for credit to the Offeror's nominated stock account(s), free from all encumbrances.

## **2 Confidentiality**

We agree to keep confidential any information concerning the Offer and not to deal or recommend others to deal in the Shares before any such information becomes publicly available.

## **3 Conditions and Termination**

### **3.1 Condition**

Our obligations under Clause 1 (the "**Obligations**") are conditional upon the announcement of the Offer on substantially the same terms as set out in the Joint Announcement attached to the Undertaking.

### **3.2 Lapse**

Our Obligations will lapse if:

- 3.2.1** the Offer is not announced within three Business Days after the date of execution of this deed by us or such other date as the parties may agree in writing; or
- 3.2.2** the Offer lapses or is withdrawn without having become unconditional in all respects, provided that the lapse of our Obligations will not affect any rights or liabilities under this deed in respect of any antecedent breaches of this deed.

## **4 Enforcement**

### **4.1 Governing law**

This deed and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of Hong Kong.

### **4.2 Appointment of Process Agent**

- 4.2.1** Without prejudice to any other mode of service allowed under any relevant law, we hereby irrevocably appoint [*process agent*] of [*address*] as our agent for service of process in relation to any proceedings in connection with this Undertaking, service upon whom shall be deemed completed whether or not forwarded to or received by us.

**4.2.2** We shall inform the Offeror in writing of any change of address of such process agent within 14 days of such change.

**4.2.3** If such process agent appointed by us ceases to be able to act as such or to have an address in Hong Kong, we irrevocably agree to appoint a new process agent in Hong Kong acceptable to the Offeror and to deliver to the Offeror within 14 days a copy of a written acceptance of appointment by the process agent.

### **4.3 Arbitration**

**4.3.1** Any dispute arising out of or in connection with this deed, including any question regarding its existence, validity or termination, shall be referred to the Hong Kong International Arbitration Centre (the "**HKIAC**") and finally resolved by arbitration under the HKIAC Administered Arbitration Rules. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Hong Kong. The language to be used in the arbitral proceedings shall be English. The governing law of this arbitration clause shall be Hong Kong law. No Party shall be prevented from seeking conservatory or interim relief from any court of competent jurisdiction.

**4.3.2** The arbitration shall be the sole and exclusive forum for resolution of any such dispute and a decision rendered by the arbitral tribunal in such proceedings shall be final and binding on the parties, without right of appeal. Each party consents to the enforcement of any such arbitration award by any court having jurisdiction by any means including judgment being entered in respect of such arbitration award.

**4.3.3** Notwithstanding the foregoing, each party shall have the right to seek interim relief or equitable relief (interim or final) from any court of competent jurisdiction pending formation of an arbitral tribunal or for granting such equitable relief (interim or final) as an arbitral tribunal formed under this Clause 4.3 may recommend or award, and this shall not be deemed or construed as incompatible with, or operate as a waiver of, the foregoing agreement to arbitrate.

### **4.4 Specific performance**

Without prejudice to any other rights or remedies which the Offeror may have, we acknowledge and agree that damages may not be an adequate remedy for any breach by us of any of our Obligations. The Offeror will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such Obligation and no proof of special damages will be necessary for the enforcement by the Offeror of its rights under this deed.

## **5 Interpretation**

### **5.1 Revised offers**

In this deed, references to the Offer will include any revised offer(s) by the Offeror, the terms of which is/are at least as favourable to the Shareholders as the original Offer.

### **5.2 Additional terms**

The Offer will be subject to such additional terms and conditions as may be required to comply with the requirements of the Takeovers Codes, the Executive, the Listing Rules or any other relevant regulatory authority.

### **5.3 Unconditional and irrevocable obligations**

Except to the extent otherwise specified, the Obligations are unconditional and irrevocable.

**5.4** Time

Time will be of the essence of our Obligations.

**6 Waiver and Variation**

**6.1** No failure or delay by either of us in exercising our respective rights under this deed will operate as a waiver.

**6.2** No variation of this deed will be effective unless in writing and signed by or on behalf of each of us.

**7 No Third Party Rights**

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce the terms of this deed.



This deed has been duly executed and delivered as a deed on the day and year first written above.

Signed, sealed and delivered as a deed by

\_\_\_\_\_  
who, in accordance with the laws of  
[jurisdiction], is(are) authorised to  
execute this Deed on behalf of  
[Shareholder]



.....

## Appendix

### Shares to which this deed relates

Registered Holder	Ordinary Shares
[•]	[•]

## **Schedule 3**

### **Warranties and Undertakings**

#### **Part 1**

#### **1 Capacity and Authority**

- 1.1** The Relevant Shareholder is duly incorporated, validly existing and in good standing under the laws of its place of incorporation.
- 1.2** The Relevant Shareholder:
  - 1.2.1** has all the capacity, powers and authority to enter into, and to perform its obligations under this deed; and
  - 1.2.2** has taken all corporate actions to authorise the entering into and performance of this deed to be executed by it.
- 1.3** This deed constitutes a legal, valid and binding deed of the Relevant Shareholder, and is enforceable against the Relevant Shareholder in accordance with its terms.

#### **2 Shares**

- 2.1** The Undertaking Shares have been fully paid, validly allotted and issued.
- 2.2** The Relevant Shareholder is entitled to sell and transfer or procure the sale and transfer of the full legal and beneficial ownership of the Undertaking Shares to the Offeror free and clear from any Encumbrances and with all rights attaching thereto.

## Part 2

### 1 Material Group Companies

#### 1.1 To the Relevant Shareholder's knowledge:

- 1.1.1 each of the Company's subsidiaries listed in Note 35 to the consolidated financial statements of the Company for the year ended 31 December 2024 (each entity a "**Material Group Company**" and collectively the "**Material Group Companies**") is a direct or indirect wholly-owned subsidiary of the Company;
- 1.1.2 each Material Group Company is duly organised, validly existing and is a company duly incorporated or established (as the case may be) under the laws of its jurisdiction of incorporation or establishment; and
- 1.1.3 no person has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, conversion, issue, registration, sale or transfer or repayment of any share or loan capital or any other security giving rise to a right over, or an interest in, the capital of any Group Company under any option, agreement, or other arrangement (including conversion rights and rights of pre-emption).

#### 1.2 To the Relevant Shareholder's knowledge:

- 1.2.1 the documents provided by or on behalf of the Relevant Shareholder to the Offeror and/or its advisers on or before the date of this deed for the purpose of the Offeror's due diligence in respect of the Offer (the "**Relevant Information**") has been collated and provided to the Offeror and/or its advisers in good faith; and
- 1.2.2 the Relevant Shareholder has not included any information which is untrue or inaccurate in any material respect or misleading in any material respect in the Relevant Information.

### 2 Financial Information

#### 2.1 To the Relevant Shareholder's knowledge:

- 2.1.1 the Relevant Financial Information were prepared in accordance with the basis of preparation set out in such documents in all material respects;
- 2.1.2 the Relevant Financial Information gives a true and fair view of the state of affairs, assets, liabilities and financial position of the Group as at the relevant accounts date and of the profits or losses and cash flows for the relevant accounting periods; and
- 2.1.3 there are no liabilities, whether actual or contingent, of the Group Companies other than (i) liabilities disclosed or provided for in the Relevant Financial Information; or (ii) liabilities incurred in the ordinary and usual course of business since 30 June 2025, none of which would have a material adverse effect on the financial or trading position or turnover of the Group as a whole.

### 3 Insolvency

#### 3.1 To the Relevant Shareholder's knowledge:

- 3.1.1 no order has been made and no petition has been presented or resolution passed for the winding-up or administration, or for the appointment of a liquidator or provisional liquidator of, any Material Group Company;

- 3.1.2 no receiver or other similar officer has been appointed over the whole or part of any Material Group Company's business or assets;
- 3.1.3 no composition in satisfaction of the debts of any Material Group Company, or scheme of arrangement of its affairs, or compromise or arrangement between it and its creditors and/or members or any class of its creditors and/or members, has been proposed, sanctioned or approved; and
- 3.1.4 no Material Group Company is insolvent or unable to pay its debts as they fall due.

## 4 Sanctions

- 4.1 Subject to the disclosures made by Allison Yan to the Offeror by way of email on 13 January 2026 at around 2:13 p.m. (Hong Kong time) and 5:48 p.m. (Hong Kong time), to the Relevant Shareholder's knowledge, none of the Company or its subsidiaries is now engaged in any dealings or transactions with any person that at the time of the dealing or transaction (i) is the subject or the target of any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person") as at the date of this deed, or (ii) resides in Crimea, Cuba, Iran, North Korea or the so-called "People's Republics" of Donetsk or Luhansk.

## 5 Intellectual Property Rights

### 5.1 Definitions

For the purposes of this paragraph 5:

**"Business IPR"** means all material Intellectual Property Rights which are used by members of the Group in relation to their business; and

**"Intellectual Property Rights"** means trade marks, service marks, rights in trade names, business names, logos and trade dress, rights to sue for passing off and in unfair competition, patents, utility models, rights in inventions, design rights, copyrights and related rights (including rights in computer software), database rights, rights in domain names, URLs and social media accounts, rights in confidential information, trade secrets, and all other similar rights in any part of the world, including any registration of such rights and applications and rights to apply for such registrations;

**"Owned Business IPR"** means all Business IPR owned by the Group; and

**"Owned IPR"** means any Intellectual Property Rights owned by any member of the Group.

- 5.2 To the Relevant Shareholder's knowledge, Schedule 4 lists all registered Owned Business IPRs and all Owned Business IPRs that are pending applications (the **"Owned Registered IPRs"**). To the Relevant Shareholder's knowledge, all maintenance fees in respect of the Owned Registered IPRs have been paid and no registrations or applications in respect of the Owned Registered IPRs are subject to any opposition, revocation or invalidity proceedings.

- 5.3 To the Relevant Shareholder's knowledge:

- 5.3.1 all Business IPR is either Owned IPR or lawfully licensed;

- 5.3.2 the Company or its relevant subsidiary is the registered owner of the Owned Registered IPR (other than those that are pending applications);
- 5.3.3 no Group Company has granted or is obliged to grant a licence, assignment or other right in respect of any of the Owned Business IPR to any person outside the Group (other than licenses granted in the ordinary course of business);
- 5.3.4 in the past three years prior to the date of this deed, no member of the Group has received written notice alleging infringement of third party Intellectual Property Rights, except where such infringement would not have a material adverse effect on the business of the Group as a whole; and
- 5.3.5 in the past three years prior to the date of this deed, no Owned Registered IPR has been, or is, infringed by any third party, except where such infringement would not have a material adverse effect on the business of the Group as a whole.
- 5.4 In respect of the following agreements (collectively, the “**GlycanLink Agreements**”):
- 5.4.1 the patent license agreement entered into between the Company and Shanghai GlycanLink Biomedical Co., Ltd. (上海糖岭生物医药有限责任公司) dated 10 November 2022 (as amended and supplemented on 29 March 2024, 13 May 2025 and 26 August 2025); and
- 5.4.2 any other agreements entered into by any Group Company relating to (i) the joint development of an ADC site-specific conjugation technology platform between any Group Company and Shanghai GlycanLink Biomedical Co., Ltd. (上海糖岭生物医药有限责任公司); (ii) the GL-DisacLink™ and/or; (iii) GL-DisacLink® technology,
- to the Relevant Shareholder's knowledge:
- 5.4.3 each of the GlycanLink Agreements is in full force and effect, no notice has been given on either side to terminate it;
- 5.4.4 no circumstances exist or have existed which would entitle a party to terminate or vary any of the GlycanLink Agreements;
- 5.4.5 the obligations of the parties thereto have been fully complied with in all material respects and no disputes have arisen or are foreseeable in respect of each of the GlycanLink Agreements; and
- 5.4.6 the parties thereto have not received any formal notice or claim in writing from any third party alleging that its activities related to the GlycanLink Agreements infringe such third party's Intellectual Property Rights.

## **Schedule 4**

### **List of Owned Business IPRs**

归档	纸件	电子	序号	专利编号	专利名称	申请人	专利权人（授权后）	发明人	类别	申请号	申请日期	授权/公开号	法律状态	申请国/地区	优先权日	专利分级	对应项目
2024.2（第三批）	无		1	SZT2006P001CN	用于生物制品生产的人胚胎转化细胞系	晓昊	东曜药业有限公司	梁昊；石长信	发明	200610030675.6	31/08/2006	CN1011579098	授权	中国（受让）		标准型	TVP211溶瘤病毒
2025.09（2018以前）			2	SZT2007P001CN	含多烯紫杉醇化合物的注射剂及其配制方法	中国台湾东洋药品工业股份有限公司	东曜药业有限公司	胡宇方；林春润；黄尧焄；黄守民	发明	200780101762.9	19/12/2007	CN101883563B	授权	中国（受让）		标准型	TID214多西他赛
2025.09（2018以前）			3	SZT2008P001CN	生物标记组合及其应用	中国台湾东洋药品工业股份有限公司	东曜药业有限公司	刘敏；陈润期；蓝洁	发明	200810215319.0	05/09/2008	CN101665822B	授权	中国（受让）		标准型	TAB008
2025.09（2018以前）	无	彩打	4	SZT2011P001CN	一种重组肿瘤疫苗及其生产方法	东曜生物医药科技（上海）有限公司	东曜药业有限公司	梁昊	发明	201180031875.2	30/06/2011	CN102985091B	授权	中国（受让）		战略型	TVP211溶瘤病毒
2024.11（2020批）			5	SZT2014P001CN	包含水溶性长春瑞滨盐的稳定剂合物及其制备方法	东曜药业有限公司	东曜药业有限公司	王峰；胡宁方	发明	201410323909.0	08/07/2014	CN105267179B	授权	中国		标准型	TON309清石炭长春瑞滨
	\	\	6	SZT2017P001CN	实验室用口服固体制剂装瓶装置	东曜药业有限公司	\	高永生；丁剑；张李明；邵坤儒；黄纯莹	发明	201710617256.0	26/07/2017	CN107651227A	驳回	中国		标准型	TOZ309替美唯胺
2025.09（2018以前）			7	SZT2017U001CN	实验室用口服固体制剂装瓶装置	东曜药业有限公司	东曜药业有限公司	高永生；丁剑；张李明；邵坤儒；黄纯莹	实用新型	201720913149.8	26/07/2017	CN207157579C	授权	中国		标准型	TOZ309替美唯胺
	\	\	8	SZT2017P003CN	一种FcR $\alpha$ 受体的ELISA检测方法	东曜药业有限公司	\	龙水清；艾洪新；刘西燕；朱文娟	发明	201710616108.7	26/07/2017	CN107748259A	驳回	中国		标准型	TAB008/TAB014单抗
	\	\	9	SZT2017P004CN	一种FcR $\gamma$ 受体的ELISA检测方法	东曜药业有限公司	\	朱文娟；艾洪新；龙水清；刘西燕	发明	201710616069.0	26/07/2017	CN107748253A	失效	中国		标准型	TAB008/TAB014单抗
	\	\	10	SZT2017P005CN	一种FcR $\gamma$ 受体的ELISA检测方法	东曜药业有限公司	\	艾洪新；刘西燕；朱文娟；龙水清	发明	201710616081.1	26/07/2017	CN107748258A	驳回	中国		标准型	TAB008/TAB014单抗
	\	\	11	SZT2017P006CN	一种FcR $\beta$ 受体的ELISA检测方法	东曜药业有限公司	\	刘西燕；艾洪新；朱文娟；龙水清	发明	201710616063.3	26/07/2017	CN107748262A	驳回	中国		标准型	TAB008/TAB014单抗
2024.11（2020批）			12	SZT2017P007CN	一种治疗肿瘤的药物组合物及其制备方法和应用	东曜药业有限公司	东曜药业有限公司	曹恒杰；陈小宝	发明	201710623181.7	27/07/2017	CN107362118B	授权	中国		标准型	TOV311伏立诺他
2024.11（2020批）			13	SZT2017P008CN	一种替美唯胺药物组合物及其制备方法和应用	东曜药业有限公司	东曜药业有限公司	陈小宝；黄纯莹	发明	201710633102.0	28/07/2017	CN107397735B	授权	中国		战略型	TOZ309替美唯胺
2024.12（2019批）			14	SZT2017P009CN	一种血管内皮生长因子生物学活性的检测方法及应用	东曜药业有限公司	东曜药业有限公司	张舒；孙青；相凤阳；程欣；张贵亚	发明	201710632748.7	28/07/2017	CN107328943B	授权	中国		标准型	TAB008/TAB014单抗
2023.12（第一批）	归档		15	SZT2017P010CN	一种用于皮下或肌肉注射的高浓度尼妥珠单抗制剂及其制备方法和应用	东曜药业有限公司	东曜药业有限公司	刘冬连；孙健；张浩；宋国伟；邵琛林；刘军；黄纯莹	发明	201711401765.6	22/12/2017	CN107898756B	授权	中国		标准型	TAB011尼妥珠单抗
2024.4（2023批）	\		16	SZT2018P001CN	注射器以及用于注射器的辅助定量装置	东曜药业有限公司	东曜药业有限公司	孙健；杨蓉；刘冬连；刘军	发明	201811168237.5	08/10/2018	CN109172952A	授权	中国		战略型	TAB008/TAB014单抗
2024.12（2019批）			17	SZT2018U001CN	注射器以及用于注射器的辅助定量装置	东曜药业有限公司	东曜药业有限公司	孙健；杨蓉；刘冬连；刘军	实用新型	201821629551.4	08/10/2018	CN209630354U	授权放弃	中国		战略型	TAB008/TAB014单抗
	\	\	18	SZT2019P001WO	注射器以及用于注射器的辅助定量装置	东曜药业有限公司	\	孙健；杨蓉；刘冬连；刘军	发明	PCT/CN2019/109908	08/10/2019	WO2020/073883A1	公开	WO	08/10/2018	战略型	TAB008/TAB014单抗
			19	SZT2019P001TW	注射器以及用于注射器的辅助定量装置	东曜药业有限公司	东曜药业有限公司	孙健；杨蓉；刘冬连；刘军	发明	108134936	26/09/2019	TW1720632B	授权	台湾	08/10/2018	战略型	TAB008/TAB014单抗
	\		20	SZT2019P001HK	注射器以及用于注射器的辅助定量装置	东曜药业有限公司	东曜药业有限公司	孙健；杨蓉；刘冬连；刘军	发明	19126600.6	11/01/2019	HK40003025B	授权	香港	08/10/2018	战略型	TAB008/TAB014单抗
	\		21	SZT2019P001CN	单克隆抗体蛋白大分子生产中间产物纯化方法	东曜药业有限公司	东曜药业有限公司	刘冬连；牛冀超；王西滨；吴都一	发明	201910996185.9	18/10/2019	CN112680396B	授权	中国		标准型	TAB008/TAB014单抗
	\		22	SZT2019P002CN	高活性低聚糖小分子药物组合物及其制备方法	东曜药业有限公司	东曜药业有限公司	宋洪彬；刘冬连	发明	201911009296.2	23/10/2019	CN112691190B	授权	中国		标准型	TAB013
			23	SZT2020P001CN	一种检测细胞遗传稳定性的引物探针组合物及其应用	东曜药业有限公司	东曜药业有限公司	唐晓宁；刘西燕；王海燕；朱文娟；徐瑞君；刘军；黄纯莹	发明	202010071596.X	21/01/2020	CN113215236A	实审	中国		标准型	TAB008/TAB014单抗
2024.11（2020批）			24	SZT2020U001CN	一种AB-9的对接机构	东曜药业有限公司	东曜药业有限公司	施经纬；张在霞；蔡颖婧；彭秋峰；陈小宝	实用新型	202020139222.2	21/01/2020	CN211649589U	授权	中国		标准型	TID214多西他赛
	\		25	SZT2020P002CN	一种口服醋酸甲地孕酮混悬液及其制备方法	东曜药业有限公司	东曜药业有限公司	曹恒杰；陈小宝；张继	发明	202010106052.2	20/02/2020	CN113274351B	授权	中国		标准型	TM312醋酸甲地孕酮
	\		26	SZT2020P003CN	一种具有区分力的醋酸甲地孕酮混悬液溶出曲线测定方法	东曜药业有限公司	东曜药业有限公司	王静丹；张伟；崔鹏程；刘小艳；吴再珍；陈小宝	发明	202010105155.7	20/02/2020	CN113281419B	授权	中国		标准型	TM312醋酸甲地孕酮
2024.11（2020批）			27	SZT2020P004CN	人源细胞悬浮培养的滋养基组合及溶瘤疫苗病毒的制作方法	东曜药业有限公司	东曜药业有限公司	黄宇昕；范琦；李坤；刘冬连	发明	202010545535.2	16/06/2020	CN111440770B	授权	中国		标准型	TVP211溶瘤病毒



2024.4 (2023批)	\		28	SZT2020P001TW	一種口服醋酸甲地孕酮混懸液及其製備方法	東曜药业有限公司	东曜药业有限公司	曹恒杰、陈小宝、张维	发明	109144302	15/12/2020	TWI8072348	授权	台湾	20/02/2020	标准型	TOM312醋酸甲地孕酮
2024.6 (2022批)			29	SZT2020P002TW	一種具有區分力的醋酸甲地孕酮混懸液溶出曲線測定方法	东曜药业有限公司	东曜药业有限公司	王德芹、张伟、崔鹏程、刘小艳、吴再珍、陈小宝	发明	109144303	15/12/2020	TWI7773278	授权	台湾	20/02/2020	标准型	TOM312醋酸甲地孕酮

东源专利情况一览表

序号	专利名称	专利权人	发明人	类别	专利号	授权号	法律状态	所属国家或地区	申请日期	公告日	授权日	2025年费	专利到期日	备注	权利转移	承办事务所	补贴
1	一种重组肿瘤疫苗及其生产方法	东源生物医药科技（上海）有限公司	梁昊	发明	JP2013516982	JP619312082	授权	日本	30/06/2011	22/08/2013	2017年8月18日	2025不需要缴纳	30/06/2031	第6-10年年费已缴；2021/2/11；下次缴费日期：2027年8月18日		北京三友知识产权代理有限公司	东江2019年费639.85元
2	一种重组肿瘤疫苗及其生产方法	东源生物医药科技（上海）有限公司	梁昊	发明	BR112012033363	BR112012033364	授权	巴西	30/06/2011		26/07/2022	SV监控，1.21全部预付，如下同	30/06/2031			北京三友知识产权代理有限公司	2022ESG年报道费
4	一种重组肿瘤疫苗及其生产方法	东源生物医药科技（上海）有限公司	梁昊	发明	CA2802768A1	CA2802768C	授权	加拿大	30/06/2011	05/01/2012	2020年7月21日		30/06/2031	2021/6/18提交审批流程；2021年1月22缴服务费；2021年6月21日缴纳第11年年费2786元		北京三友知识产权代理有限公司	
7	突变型痘病毒株、其用途及其制造方法	东源生物医药科技（上海）有限公司	秦丽,梁昊,戴维·H·伊文思	发明	201380075069.4	CN105121635E	授权	中国	10/04/2013	02/12/2015	2018年10月16日	CN	2033年4月10日			北京三友知识产权代理有限公司	已申请2019浦东补贴4000元
8	突变型痘病毒株、其用途及其制造方法	东源生物医药科技（上海）有限公司	秦丽,梁昊,戴维·H·伊文思	发明	/S201514863330	US9765305B2	授权	美国	23/09/2015	14/01/2016	2017年9月19日		12/06/2033			北京三友知识产权代理有限公司	
9	突变型痘病毒株、其用途及其制造方法	东源生物医药科技（上海）有限公司	秦丽,梁昊,戴维·H·伊文思	发明	JP2016506745	JP6235697B2	授权	日本	10/04/2013	14/07/2016	2017年11月2日	2025不需要缴纳	10/04/2033	第6-10年年费已缴；2021/2/11；下次缴费日期：2027年11月02日		北京三友知识产权代理有限公司	东江2019年费577.78元
10	突变型痘病毒株、其用途及其制造方法	东源生物医药科技（上海）有限公司	秦丽,梁昊,戴维·H·伊文思	发明	CA2909225A1	CA2909225C	授权	加拿大	10/04/2013	2014年10月16	18/06/2019		10/04/2033	再颁期限：2021/6/18		内：三友外：McCarthy Tétrault LLP	东江2019年费2186.7元东江授权100元
11	突变型痘病毒株、其用途及其制造方法	东源生物医药科技（上海）有限公司	秦丽,梁昊,戴维·H·伊文思	发明	MOJ003528	MOJ003528C	授权	澳门	10/01/2019	08/04/2019	08/04/2019		10/04/2033				
12	突变型痘病毒株、其用途及其制造方法	东源生物医药科技（上海）有限公司	秦丽,梁昊,戴维·H·伊文思	标准专利	HK15112499.4	HK1211622B	授权	香港	18/12/2015	27/05/2016	08/11/2019		10/04/2033			北京三友知识产权代理有限公司	
13	突变型痘病毒株、其用途及其制造方法	东源生物医药科技（上海）有限公司	秦丽,梁昊,戴维·H·伊文思	发明	367/CHENP/201	IN360962B	授权	印度	10/04/2013	16/10/2014	12/03/2021		10/04/2033			北京三友知识产权代理有限公司	
14	突变型痘病毒株、其用途及其制造方法	东源生物医药科技（上海）有限公司	秦丽,梁昊,戴维·H·伊文思	发明	EP2984167A4	EP2984167B1	授权	德国13881492.6	10/04/2013	17/02/2016	07/11/2019		10/04/2033			内：三友外：连邦国际patn	东江2019年费9657.93元
15	突变型痘病毒株、其用途及其制造方法	东源生物医药科技（上海）有限公司	秦丽,梁昊,戴维·H·伊文思	发明	BR112015025697		授权	巴西	10/04/2013	06/02/2018	05/03/2022		10/04/2033				
17	检测病毒样品中回复突变的方法和用于该方法的试剂盒	东源生物医药科技（上海）有限公司	梁昊,刘波	发明	201510115042.4	CN106032551E	授权	中国	17/03/2015	19/10/2016	21/07/2020	CN	17/03/2035			北京三友知识产权代理有限公司	
18	检测病毒样品中回复突变的方法和用于该方法的试剂盒	东源生物医药科技（上海）有限公司	梁昊,刘波	发明	TW105107933	TW201634700	授权	台湾	15/03/2016	01/10/2016	21/11/2020		15/03/2036			内：三友外：连邦国际专利商标事务所	
备注	一种重组肿瘤疫苗及其生产方法	东曜药业有限公司	梁昊	发明	201180031875.2	CN102985094E	授权	中国	30/06/2011	20/03/2013	10/06/2015		已转让给东曜，请参照东曜sheet		转让给东曜，第4项	上海浦东东良专利代理有限公司	

备注：1、序号7、17为中国国内授权专利，2022年年费由佳致缴纳；2023年由吴的代理；序号1、9为日本专利，2021.2.11一次性缴纳5年年费，其它为国外专利均由三友代理所缴纳；  
2、2023年11月21日起，7、17的两件中国国内专利，18的台湾专利，以及其它国外专利均由三友代理  
3、2024.12.11东源的14/2件专利年费已经全部委托三友缴纳，如上标黄处

东曜药业知识产权情况汇总

类型	申请专利 ( 2022-12-31 )			授权专利 ( 2022-12-31 )	
	PCT申请	其它国家/地区	国内发明	其它国家/地区	国内发明
发明专利	1	4	33	2	11
	37			13	
实用新型	9			7	
外观设计	0			0	
总计	46			20	

东曜药业知识产权情况汇总

类型	申请专利 ( 2023-11-22 )			授权专利 ( 2023-11-22 )	
	PCT申请	其它国家/地区	国内发明	其它国家/地区	国内发明
发明专利	1	4	40	3	15
	45			18	
实用新型	13			10	
外观设计	0			0	
总计	58			28	

公司统计标准  
新申请 如果优先权后续已递交PCT，则优先权案件和PCT案件算1件；如果还未递交PCT，则优先权案件算1件（从意义上和实际价值上看）  
授权 欧洲进几个国家算几个授权，往多了算

申报政府项目统计标准（未排除已撤回）  
根据实际专利数量：以上汇总表数据是根据专利数量统计的

公司年报和ESG统计：新申请与公司统计标准一致，授权专利因为年报中间的是在世界其他地区拥有与我们的产品及技术相关的专利，所以欧洲根据生效国家算了

其它统计标准 2022年度内专利申请和授权总数（包括发明、实用新型、外观设计）

类型	申请专利 ( 2022年度 )			授权专利 ( 2022年度 )	
	PCT申请	其它国家/地区	国内发明	其它国家/地区	国内发明
发明专利	0	0	4	1	1
	4			2	
实用新型	2			3	
外观设计	0			0	
总计	6			5	

其它统计标准 2023年度内专利申请和授权总数（包括发明、实用新型、外观设计）

类型	申请专利 ( 2023年度 )			授权专利 ( 2023年度 )	
	PCT申请	其它国家/地区	国内发明	其它国家/地区	国内发明
发明专利	0	0	7	1	4
	7			5	
实用新型	4			3	
外观设计	0			0	
总计	11			8	

## 发明专利申请统计表

(截至2022-9-26)

		一种重组肿瘤疫苗及其生产方法		突变型痘苗病毒株、其用途及其制造方法		检测病毒样品中回复突变的方法和用于该方法		申请合计	授权合计
		申请	授权	申请	授权	申请	授权		
国内发明	中国	0		1	1	1	1	2	2
PCT	PCT			1		1		2	0
国外发明	美国	1		1	1			2	1
	欧洲专利局							0	0
	日本	1	1	1	1			2	2
	加拿大	1	1	1	1			2	2
	巴西	1		1	1			2	1
	台湾					1	1	1	1
	印度	1		1	1			2	1
	澳门			1	1			1	1
	进入欧洲	1		1	1			2	1
	欧洲德国			1	1			1	1
	欧洲法国			1	1			1	1
	欧洲西班牙			1	1			1	1
	欧洲意大利			1	1			1	1
	欧洲英国			1	1			1	1
	香港			1	1			1	1
合计		6	2	15	14	3	2	24	18

所有专利申请分布，包括授权、撤回、驳回、优先权，只要提交了专利申请的

### 东源（上海）知识产权情况汇总

类型	申请专利 (2022-12-27)			授权专利 (2022-12-27)	
	PCT申请	其它地区	国内发明	其它地区	国内发明
发明专利	2	20	2	16	2
	24			18	
实用新型	0			0	
外观设计	0			0	
总计	24			18	

(一共3件国内专利，其中1件转给东曜，所以国内发明为2件)

备注：1.欧洲专利申请计为1件，指定X个生效国，计1+X件专利申请，1+X件授权专利

#### 公司统计标准




















新申请 如果优先权后续已递交PCT，则优先权案件和PCT案件算1件；如果还未递交PCT，则优先权案件算1件（从意义上和实际价值上看）

授权 欧洲进几个国家算几个授权，往多了算

#### 申报政府项目统计标准（未排除已撤回）

根据实际专利数量：以上汇总表数据是根据专利数量统计的

公司年报和ESG统计：新申请与公司统计标准一致，授权专利因为年报中问的是在世界其他地区拥有与我們产品及技术相关的专利，所以欧洲根据生效国家算了

是否归档	电子纸件	序号	商标编号	商标名称	图样	申请日	目前状态	类别	申请国际地区	初审公告日	注册公告日	有效期至	申请费用	续展	代理所	备注	库对比20241105
2025.9 (证书)	无	1	23091896	东曜药业	东曜药业	09/03/2017	注册	35	CN	06/03/2018	07/06/2018	06/06/2028			北京维澳知识产权代理有限公司 (香港)	查核 (证书原件在TW ?)	3502-3503
2025.9 (证书)	无	2	23086107	东曜药业	东曜药业	09/03/2017	注册	5	CN	13/12/2017	14/03/2018	13/03/2028			北京维澳知识产权代理有限公司 (香港)	查核 (证书原件在TW ?)	0501-0502
		3	34887271	东曜药业	东曜药业	23/11/2018	注册	44	CN	06/05/2019	07/08/2019	06/08/2029			深圳融合诚知识产权代理有限公司		4401
2025.9 (证书)	无	4	23086120	图形		09/03/2017	注册	5	CN	06/12/2017	07/03/2018	06/03/2028			北京维澳知识产权代理有限公司 (香港)	查核 (证书原件在TW ?)	0501-0502
	无	5	23086232	图形		09/03/2017	已失效	35	CN						北京维澳知识产权代理有限公司		无
2025.9 (证书)	无	6	16501120	T-BIO	T-BIO	16/03/2015	注册	35	CN	27/01/2016	28/04/2016	27/04/2036	20250606 续展完成		北京中博世达专利商标代理有限公司		3509
	无	7	16500344	T-BIO	T-BIO	16/03/2015	已失效	5	CN						北京中博世达专利商标代理有限公司		无
2025.9 (证书)	无	8	16500495	T-BIOPHARM	T-BIOPHARM	16/03/2015	注册	35	CN	27/01/2016	28/04/2016	27/04/2036	20250606 续展完成		北京中博世达专利商标代理有限公司		3509
	无	9	16500379	T-BIOPHARM	T-BIOPHARM	16/03/2015	已失效	5	CN						北京中博世达专利商标代理有限公司		无
2025.9 (证书)	无	10	13676435	东曜	东曜	06/12/2013	注册	35	CN	13/11/2014	14/02/2015	13/02/2035	20250221 续展完成		北京中博世达专利商标代理有限公司		3509
2025.9 (证书)	无	11	12098770	东曜	东曜	25/01/2013	注册	35	CN	20/04/2014	21/07/2014	20/07/2034	20240315 续展完成		北京中博世达专利商标代理有限公司	件寄送东曜谢培堂、章无	3505
20240430 续展2025 0430 / 续	无	12	11035269	东曜	东曜	07/06/2012	注册	5	CN	13/07/2013	28/08/2015	13/10/2033	20230321 续展完成		北京中博世达专利商标代理有限公司		0501-0502
	无	13	34876442	东曜	东曜	23/11/2018	注册	44	CN	13/05/2019	14/08/2019	13/08/2029			深圳融合诚知识产权代理有限公司		4401
2025.9 (证书)	无	14	12098772	TOT BIOPHARM	TOT BIOPHARM	25/01/2013	注册	35	CN	13/04/2014	14/07/2014	13/07/2034	20240315 续展完成		北京中博世达专利商标代理有限公司		3504-3506-3507-3508
暂不归档	无	15	8016524	TOT BIOPHARM	TOT BIOPHARM	22/01/2010	注册	5	CN	06/01/2011	07/04/2011	06/04/2031			北京圣岛知识产权代理有限公司	转让	0501
	无	16	34881939	TOT BIOPHARM	TOT BIOPHARM	23/11/2018	注册	44	CN	06/05/2019	07/08/2019	06/08/2029			深圳融合诚知识产权代理有限公司		4401
2025.9 (证书)	无	17	12098771	图形		25/01/2013	注册	35	CN	27/04/2014	28/07/2014	27/07/2034	20240315 续展完成		北京中博世达专利商标代理有限公司	件寄送东曜谢培堂、章无	3504-3506-3507-3508
暂不归档	无	18	8024542	图形		26/01/2010	注册	5	CN	27/12/2010	28/03/2011	27/03/2031			北京圣岛知识产权代理有限公司	转让	0501
	无	19	34862361	图形		23/11/2018	注册	44	CN	06/05/2019	07/08/2019	06/08/2029			深圳融合诚知识产权代理有限公司		4401
暂不归档	无	20	3448645	TOT	TOT	27/01/2003	注册	5	CN	21/07/2004	21/10/2004	20/10/2034	20240315 续展完成		中国专利代理(香港)有限公司	转让	0501-0502
2025.9 (证书)	无	21	13676434	TOT	TOT	06/12/2013	注册	35	CN	13/11/2014	14/02/2015	13/02/2035	20250221 续展完成		北京中博世达专利商标代理有限公司		3509
	无	22	12098773	TOT	TOT	25/01/2013	已失效	35	CN						北京中博世达专利商标代理有限公司		无
	无	23	34884236	TOT	TOT	23/11/2018	已失效	44	CN						深圳融合诚知识产权代理有限公司		无
	无	24	35533428	耀豪普	耀豪普	25/12/2018	注册	5	CN	27/05/2019	28/08/2019	27/08/2029			深圳融合诚知识产权代理有限公司		0501
	无	25	3554781	安莫柏	安莫柏	25/12/2018	注册	5	CN	06/06/2019	07/09/2019	06/09/2029			深圳融合诚知识产权代理有限公司		0501
	无	26	35536779	AMMONBO	Ammonbo	25/12/2018	注册	5	CN	27/06/2019	28/09/2019	27/09/2029			深圳融合诚知识产权代理有限公司		0501
	无	27	35547447	耀安汀	耀安汀	25/12/2018	注册	5	CN	06/06/2019	07/09/2019	06/09/2029			深圳融合诚知识产权代理有限公司		0501
	无	28	35537568	SIVASTINE	Sivastine	25/12/2018	注册	5	CN	06/06/2019	07/09/2019	06/09/2029			深圳融合诚知识产权代理有限公司		0501
	无	29	35544793	耀贝达	耀贝达	25/12/2018	注册	5	CN	13/06/2019	14/09/2019	13/09/2029			深圳融合诚知识产权代理有限公司		0501
	无	30	35545172	迈朗	迈朗	25/12/2018	注册	5	CN	13/06/2019	14/09/2019	13/09/2029			深圳融合诚知识产权代理有限公司		0501
	无	31	35527419	MAZELON	Mazelon	25/12/2018	注册	5	CN	27/05/2019	28/08/2019	27/08/2029			深圳融合诚知识产权代理有限公司		0501
	无	32	35545871	替至安	替至安	25/12/2018	注册	5	CN	13/06/2019	14/09/2019	13/09/2029			深圳融合诚知识产权代理有限公司	TO2309 替莫诺胺胶囊	0501
	无	33	35540642	TAZIAN	Tazian	25/12/2018	注册	5	CN	06/06/2019	07/09/2019	06/09/2029			深圳融合诚知识产权代理有限公司	TO2309 替莫诺胺胶囊	0501
	无	34	35551909	朴欣汀	朴欣汀	25/12/2018	注册	5	CN	13/06/2019	14/09/2019	13/09/2029			深圳融合诚知识产权代理有限公司	TAB008 贝伐珠单抗	0501
	无	35	35536785	PUSINTIN	Pusintin	25/12/2018	注册	5	CN	27/06/2019	28/09/2019	27/09/2029			深圳融合诚知识产权代理有限公司	TAB008 贝伐珠单抗	0501
	无	36	01827080	PUSINTIN	Pusintin	17/04/2020	注册	5	EP	01/08/2020	01/08/2020	17/04/2030	9000		中国专利代理(香港)有限公司	电子注册证-TAB008 贝伐珠单抗	
	无	37	88884223	PUSINTIN	Pusintin	23/04/2020	注册	5	US	01/08/2020	17/11/2020	17/11/2030	9000		中国专利代理(香港)有限公司	TAB008 贝伐珠单抗	
	无	38	UK00003482 670	PUSINTIN	Pusintin	17/04/2020	注册	5	GB		17/11/2020	17/04/2030	5500		中国专利代理(香港)有限公司	电子注册证-TAB008 贝伐珠单抗	
	无	39	35553478	耀康	耀康	25/12/2018	已失效	5	CN						深圳融合诚知识产权代理有限公司		无
	无	40	35545830	贝睿宁	贝睿宁	25/12/2018	已失效	5	CN						深圳融合诚知识产权代理有限公司		无
	无	41	35532908	BERENE	Berene	25/12/2018	已失效	5	CN						深圳融合诚知识产权代理有限公司		无
	无	42	35532255	冠佑	冠佑	25/12/2018	已失效	5	CN						深圳融合诚知识产权代理有限公司		无
	无	43	37148995	耀斯汀	耀斯汀	28/03/2019	注册	5	CN	06/10/2019	07/01/2020	06/01/2030			深圳融合诚知识产权代理有限公司		0501
	无	44	37153934	耀乐维	耀乐维	28/03/2019	注册	5	CN	06/10/2019	07/01/2020	06/01/2030			深圳融合诚知识产权代理有限公司		0501
	无	45	37158058	TOTSTIN	Totstin	28/03/2019	注册	5	CN	06/10/2019	07/01/2020	06/01/2030			深圳融合诚知识产权代理有限公司		0501
	无	46	37997890			06/05/2019	已失效	5	CN						深圳融合诚知识产权代理有限公司		无
	无	47	37974862			06/05/2019	已失效	35	CN						深圳融合诚知识产权代理有限公司		无
	无	48	38000664			06/05/2019	已失效	44	CN						深圳融合诚知识产权代理有限公司		无
	无	49	37996144			06/05/2019	已失效	5	CN						深圳融合诚知识产权代理有限公司		无
	无	50	37997907			06/05/2019	已失效	35	CN						深圳融合诚知识产权代理有限公司		无
	无	51	37980109			06/05/2019	已失效	44	CN						深圳融合诚知识产权代理有限公司		无
	无	52	38321873			21/05/2019	已失效	5	CN						深圳融合诚知识产权代理有限公司		无
	无	53	38325210			21/05/2019	已失效	35	CN						深圳融合诚知识产权代理有限公司		无
	无	54	38337197			21/05/2019	注册	44	CN	06/11/2019	07/02/2020	06/02/2030			深圳融合诚知识产权代理有限公司		4401
	无	55	38325166			21/05/2019	已失效	5	CN						深圳融合诚知识产权代理有限公司		无
	无	56	38327284			21/05/2019	已失效	35	CN						深圳融合诚知识产权代理有限公司		无
	无	57	38339877			21/05/2019	已失效	44	CN						深圳融合诚知识产权代理有限公司		无
	无	58	304809493	Zortus	Zortus	22/01/2019	注册	5	HK	26/04/2019	13/08/2019	21/01/2029			融合诚国际知澳德耀代理有限公司		
	无	59	304812822	Mertis	Mertis	24/01/2019	注册	5	HK	03/05/2019	21/08/2019	23/01/2029			融合诚国际知澳德耀代理有限公司		
	无	60	304812958	耀安康	耀安康	24/01/2019	注册	5, 29, 35, 41, 44	HK	03/05/2019	21/08/2019	23/01/2029			融合诚国际知澳德耀代理有限公司		
	无	61	304932946			21/05/2019	注册	5, 35, 44	HK	23/08/2019	12/09/2019	20/05/2029			融合诚国际知澳德耀代理有限公司		
	无	62	304932955			21/05/2019	驳回	5, 35, 44	HK						融合诚国际知澳德耀代理有限公司		

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\	\	188	61578552	图形		21/12/2021	驳回	44	CN				320	阿里云（知域互联）		无	无
\	\	189	61573874	图形		21/12/2021	驳回	35	CN				320	阿里云（知域互联）		无	无
\	\	190	61588419	图形		21/12/2021	驳回	42	CN				320	阿里云（知域互联）		无	无
\	\	191	61586372	图形		21/12/2021	驳回	44	CN				320	阿里云（知域互联）		无	无
\	\	192	61562796	图形		21/12/2021	驳回	5	CN				320	阿里云（知域互联）		无	无
\	\	193	61559069	图形		21/12/2021	驳回	35	CN				320	阿里云（知域互联）		无	无
\	\	194	61578544	图形		21/12/2021	驳回	10	CN				320	阿里云（知域互联）		无	无
\	\	195	60156995	dongyao		28/10/2021	注册	44	CN	27/01/2022	28/04/2022	27/04/2032	320	阿里云（知域互联）	4401	4401 健康监测服务; 4401 医疗保健; 4401 医疗信息; 4401 医疗服务; 4401 医疗护理; 4401 医院; 4401 紧急治疗; 4401 心理专业服务; 4401 替代疗法服务; 4401 癌症筛查服务; 4401 芳香疗法服务; 4401 饮食营养指导	
\	\	196	60208068	dongyao		28/10/2021	驳回	5	CN				320	阿里云（知域互联）		无	无
\	\	197	60229561	dongyao		28/10/2021	注册	42	CN		07/07/2022	06/07/2032	320	阿里云（知域互联）	4214	4214 药品检测	
\	\	198	60165816	dongyao		28/10/2021	驳回	35	CN				320	阿里云（知域互联）		无	无
\	\	199	62451005	华曜医药	华曜医药	2022-01-28	注册	44	CN		28/07/2022	27/07/2032	320	阿里云（知域互联）	4401	4401 医疗服务; 4401 医疗咨询; 4401 医疗护理; 4401 医院; 4401 紧急治疗; 4401 心理专业服务; 4401 替代疗法服务; 4401 癌症筛查服务; 4401 芳香疗法服务; 4401 饮食营养指导	
\	\	200	62455916	华曜医药	华曜医药	2022-01-28	注册	42	CN		28/07/2022	27/07/2032	320	阿里云（知域互联）	4209-4212	4209 为医疗目的进行检验科学研究; 4212 临床检验; 4212 医学研究; 4212 开发医药制剂和药品; 4212 实验室检测试剂和药品; 4212	
\	\	201	62446779	华曜医药	华曜医药	2022-01-28	注册	35	CN	27/07/2022	28/10/2022	27/10/2032	320	阿里云（知域互联）	3509	3509 兽医制剂零售或批发服务; 3509 兽药的零售或批发服务; 3509 医疗用品零售或批发服务; 3509 卫生制剂零售或批发服务; 3509 药品零售或批发服务; 3509 西药、真医用、卫生制剂和医疗用品的批	
		202	305901633	图形		10/03/2022	注册	5,35,42	HK	24/06/2022	24/06/2022	09/03/2032	7000	中国专利代理(香港)有限公司			
		203	305901624	图形		10/03/2022	注册	5,35,42	HK	24/06/2022	24/06/2022	09/03/2032	7000	中国专利代理(香港)有限公司			
中		204	02234926	图形		18/01/2022	注册	5	TW		16/07/2022	15/07/2032	NT\$165.61	高信國際專利商標事務所		五倍（证书原件在TW？）	
中		205	02236828	图形		18/01/2022	注册	35	TW		16/07/2022	15/07/2032	NT\$140.35	高信國際專利商標事務所		五倍（证书原件在TW？）	
中		206	02237373	图形		18/01/2022	注册	42	TW		16/07/2022	15/07/2032	NT\$140.35	高信國際專利商標事務所		五倍（证书原件在TW？）	
中		207	02234927	图形		18/01/2022	注册	5	TW		16/07/2022	15/07/2032	NT\$140.35	高信國際專利商標事務所		五倍（证书原件在TW？）	
中		208	02236830	图形		18/01/2022	注册	35	TW		16/07/2022	15/07/2032	NT\$140.35	高信國際專利商標事務所		五倍（证书原件在TW？）	
中		209	02237374	图形		18/01/2022	注册	42	TW		16/07/2022	15/07/2032	NT\$140.35	高信國際專利商標事務所		五倍（证书原件在TW？）	
中		210	02234928	图形		18/01/2022	注册	5	TW		16/07/2022	15/07/2032	NT\$140.35	高信國際專利商標事務所		五倍（证书原件在TW？）	
中		211	02236832	图形		18/01/2022	注册	35	TW		16/07/2022	15/07/2032	NT\$140.35	高信國際專利商標事務所		五倍（证书原件在TW？）	
中		212	02237375	图形		18/01/2022	注册	42	TW		16/07/2022	15/07/2032	NT\$140.35	高信國際專利商標事務所		五倍（证书原件在TW？）	
中		213	02234929	图形		18/01/2022	注册	5	TW		16/07/2022	15/07/2032	NT\$140.35	高信國際專利商標事務所		五倍（证书原件在TW？）	
中		214	02236833	图形		18/01/2022	注册	35	TW		16/07/2022	15/07/2032	NT\$140.35	高信國際專利商標事務所		五倍（证书原件在TW？）	
中		215	02237376	图形		18/01/2022	注册	42	TW		16/07/2022	15/07/2032	NT\$140.35	高信國際專利商標事務所		五倍（证书原件在TW？）	
\		216	78643341	BIOVLINK	BioVLink	15/05/2024	注册	42	CN		21/01/2025	20/01/2035		中国专利代理(香港)有限公司	4214药品检测公告、其他驳回	4211-4212-4214-未知群组	4211 化学分析服务; 4211 化学服务; 4211 化学研究服务; 4212 医学研究服务; 4212 开发医药制剂和药品; 4212
\		217	78644849A	BIODLINK	BioDLink	15/05/2024	注册	42	CN		14/12/2024	13/12/2034		中国专利代理(香港)有限公司	78644849A公告、4209 驳回	4211-4212-4214-未知群组	4211 化学分析服务; 4211 化学服务; 4211 化学研究服务; 4212 医学研究服务; 4212 开发医药制剂和药品; 4212
\	\	218	78630958	BIONLINK	BioNLink	15/05/2024	驳回	42	CN					中国专利代理(香港)有限公司		4211-4212-4214-未知群组	4211 化学分析服务; 4211 化学服务; 4211 化学研究服务; 4212 医学研究服务; 4212 开发医药制剂和药品; 4212
\	\	219	78638123	BIOTLINK	BioTLink	15/05/2024	驳回	42	CN					中国专利代理(香港)有限公司		4211-4212-4214-未知群组	4211 化学分析服务; 4211 化学服务; 4211 化学研究服务; 4212 医学研究服务; 4212 开发医药制剂和药品; 4212
\	\	220	98572519	BIOVLINK	BioVLink	28/05/2024	已失效	42	US					中国专利代理(香港)有限公司			
\		221	98572531	BIODLINK	BioDLink	28/05/2024	暂停	42	US					中国专利代理(香港)有限公司	待CN复审注册后获批		
\	\	222	98572527	BIONLINK	BioNLink	28/05/2024	已失效	42	US					中国专利代理(香港)有限公司			
\	\	223	98572504	BIOTLINK	BioTLink	28/05/2024	已失效	42	US					中国专利代理(香港)有限公司			
\		224	79044007	BIODLINX	BioDlinx	05/06/2024	注册	42	CN	21/10/2024	21/01/2025	20/01/2035		中国专利代理(香港)有限公司		4211-4212-4214-未知群组	4211 化学分析服务; 4211 化学服务; 4211 化学研究服务; 4212 医学研究服务; 4212 开发医药制剂和药品; 4212
\		225	80701863	塘藕	塘藕	02/09/2024	注册	42	CN		13/12/2024	14/03/2025	13/03/2035	中国专利代理(香港)有限公司		4209-4211-4212-4214	4211 化学分析服务; 4211 化学服务; 4211 化学研究服务; 4212 医学研究服务; 4212 开发医药制剂和药品; 4212
\		226	306659470	BIODLINK	BioDLink	04/09/2024	注册	42	HK	20/09/2024	08/01/2025	03/09/2034		中国专利代理(香港)有限公司			
\		227	113062528	BIODLINK	BioDLink	05/09/2024	注册	42	TW		16/05/2025	15/05/2035		中国专利代理(香港)有限公司			
\		228	6881360	BIODLINK	BioDLink	19/09/2024	注册	42	JP		26/12/2024	26/12/2034		中国专利代理(香港)有限公司			



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	Australia, Canada, European Union, Indonesia, Malaysia, New Zealand, Republic of Korea, Singapore, Thailand, Viet Nam, Kingdom, Russian Federation, Switzerland, Viet Nam
	4211 化学研究服务; 4211
4211-4212	生物化学研究和分析; 4212
4214	为医药目的进行细胞培养和; 4212
	医药目的研究; 4212
	4212 化学研究和分析; 4212
	研究生物化学产品; 4209
4209-4211	研究生物化学产品; 4209
4212-4214	科学分析和开发; 4211 化学研究和分析; 4211
	生物化学研究和分析; 4212
	4212 化学研究和分析; 4209
4209-4211	研究生物化学产品; 4209
4212-4214	科学分析和开发; 4211 化学研究和分析; 4211
	生物化学研究和分析; 4212












4209	4209 为他人开发产品;4209 研究和开发新产品;4209 科学研究和开发:
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申请人名义	商标	港专卷号	国际注册号	国别	类别	当前进展	申请日	注册日	有效期	续展期限	其他备注
申请人名称：东曜药业有限公司 地址：江苏省苏州市苏州工业园区长阳街120号 申请人名义：TOT BIOPHARM CO., LTD. 地址：NO.120 CHANGYANG STREET, SUZHOU INDUSTRIAL PARK, SUZHOU, JIANGSU, CHINA 215028	BioDlink（纯文字）  （基于中国大陆78644849、78644849A号商标，主张2024.5.16日优先权）	TFH244461	1829198	国际局	42	已在国际局注册，国际注册号1829198	2024.9.29	2024.9.29	2024.9.29-2034.9.29	2034.9.29	
				韩国	42	审查中					
				新加坡	42	已核准保护	2024.9.29	2024.9.29	2024.9.29-2034.9.29	2034.9.29	
				英国	42	已核准保护	2024.9.29	2024.9.29	2024.9.29-2034.9.29	2034.9.29	
				欧盟	42	已核准保护	2024.9.29	2024.9.29	2024.9.29-2034.9.29	2034.9.29	
				瑞士	42	已核准保护	2024.9.29	2024.9.29	2024.9.29-2034.9.29	2034.9.29	
				俄罗斯	42	已核准保护	2024.9.29	2024.9.29	2024.9.29-2034.9.29	2034.9.29	
				澳大利亚	42	已核准保护	2024.9.29	2024.9.29	2024.9.29-2034.9.29	2034.9.29	
				新西兰	42	已核准保护					
				土耳其	42	已核准保护	2024.9.29	2024.9.29	2024.9.29-2034.9.29	2034.9.29	
				加拿大	42	加拿大审查意见（商品补正）答复期限：2026.6.8					
				马来西亚	42	审查中					
				泰国	42	审查中					
				印度尼西亚	42	2025.12.12已答复审查意见，进一步审查中					
				越南	42	已核准保护	2024.9.29	2024.9.29	2024.9.29-2034.9.29	2034.9.29	







申请人名义	商标	港专卷号	国际注册号	国别	类别	当前进展	申请日	注册日	有效期	续展期限	其他备注
申请人名称：东曜药业有限公司 地址：江苏省苏州市苏州工业园区长阳街120号 申请人名义：BioDlink Biopharm Co., Ltd. 地址：NO.120	<b>BDKCELL（纯文字）</b>  （基于中国大陆第81885325号商标）	FH25426242TN	1892506	国际局	42	已在国际局注册，国际注册号1892506	2025.8.4	2025.8.4	2025.8.4 - 2035.8.4	2035.8.4	
				美国	42	审查中					
				欧盟	42	审查中					
				英国	42	审查中					
				瑞士	42	审查中					
				俄罗斯	42	审查中					












申请人名义	商标	港专卷号	国际注册号	国别	类别	当前进展	申请日	注册日	有效期	续展期限	其他备注
申请人名称：东曜药业有限公司 地址：江苏省苏州市苏州工业园区长阳街120号 申请人名义：BioDlink Biopharm Co., Ltd. 地址：NO.120 CHANGYANG STREET, SUZHOU INDUSTRIAL PARK, SUZHOU, JIANGSU, CHINA 215028	<b>BDK（纯文字）</b>  （基于中国大陆第84948532号商标，主张2025.4.25日优先权）	FH25437642TN	1886972	国际局	42	已在国际局注册，国际注册号1886972	2025.9.25	2025.9.25	2025.9.25 - 2035.9.25	2035.9.25	
				欧盟	42	已公告，至2026.3.23结束					
				美国	42	审查中					
				俄罗斯	42	俄罗斯审查意见（缺显）答复期限：2026.6.22					
				瑞士	42	审查中					
				英国	42	审查中					
				新加坡	42	审查中					
				日本	42	审查中					
				韩国	42	审查中					

电子 纸件

序号	商标编号	商标名称	图样	申请日	目前状态	商品内容	类别	申请国或地区	初审公告日	注册公告日	专用到期日	申请费用	续展	代理所	备注
1	27973406	曜安康	曜安康	08/12/2017	注册		5	CN	20/08/2018	21/11/2018	20/11/2028			北京维康知识产权代理有限公司 (言信)	
2	27990083	曜安康	曜安康	08/12/2017	注册		29	CN	27/08/2018	28/11/2018	27/11/2028			北京维康知识产权代理有限公司 (言信)	
3	27967012	曜安康	曜安康	08/12/2017	注册		35	CN	20/08/2018	21/11/2018	20/11/2028			北京维康知识产权代理有限公司 (言信)	
4	27979770	曜安康	曜安康	08/12/2017	注册		41	CN	20/08/2018	21/11/2018	20/11/2028			北京维康知识产权代理有限公司 (言信)	
5	27973795	曜安康	曜安康	08/12/2017	注册		44	CN	20/08/2018	21/11/2018	20/11/2028			北京维康知识产权代理有限公司 (言信)	
6	25504367	曜安康全人科学	曜安康全人科学	25/07/2017	注册		5	CN	27/04/2018	28/07/2018	27/07/2028			北京维康知识产权代理有限公司 (言信)	
7	25512644	曜安康全人科学	曜安康全人科学	25/07/2017	注册		29	CN	20/04/2018	21/07/2018	20/07/2028			北京维康知识产权代理有限公司 (言信)	
8	25498779	曜安康全人科学	曜安康全人科学	25/07/2017	注册		35	CN	20/04/2018	21/07/2018	20/07/2028			北京维康知识产权代理有限公司 (言信)	
9	25496008	曜安康全人科学	曜安康全人科学	25/07/2017	注册		41	CN	20/04/2018	21/07/2018	20/07/2028			北京维康知识产权代理有限公司 (言信)	
10	25512461	曜安康全人科学	曜安康全人科学	25/07/2017	注册		44	CN	20/04/2018	21/07/2018	20/07/2028			北京维康知识产权代理有限公司 (言信)	
11	27675697			23/11/2017	注册		5	CN	20/08/2018	21/11/2018	20/11/2028			北京维康知识产权代理有限公司 (言信)	
12	27668514			23/11/2017	注册		35	CN	20/08/2018	21/11/2018	20/11/2028			北京维康知识产权代理有限公司 (言信)	
13	46122844			08/05/2020	注册		44	CN	27/09/2020	28/12/2020	27/12/2030			北京维康知识产权代理有限公司 (言信)	
14	47497066			23/06/2020	驳回		10	CN						深圳鼎合诚知识产权代理有限公司	
15	47497078			23/06/2020	驳回		29	CN						深圳鼎合诚知识产权代理有限公司	
16	27668795			23/11/2017	注册		5	CN	20/08/2018	21/11/2018	20/11/2028			北京维康知识产权代理有限公司 (言信)	
17	27656364			23/11/2017	注册		35	CN	20/08/2018	21/11/2018	20/11/2028			北京维康知识产权代理有限公司 (言信)	
18	27666999			23/11/2017	注册		5	CN	20/08/2018	21/11/2018	20/11/2028			北京维康知识产权代理有限公司 (言信)	
19	27668520			23/11/2017	注册	35 (药品批发)		CN	13/11/2018	14/02/2019	13/02/2029			北京维康知识产权代理有限公司 (言信)	
20	27122588			27/10/2017	无效		5	CN						北京维康知识产权代理有限公司 (言信)	
21	27146902			27/10/2017	无效		35	CN						北京维康知识产权代理有限公司 (言信)	
22	25556206	全优膳	全优膳	27/07/2017	注册	全优膳	5	CN	13/05/2018	14/08/2018	13/08/2028			北京维康知识产权代理有限公司 (言信)	
23	25550012	全优膳	全优膳	27/07/2017	注册	全优膳	29	CN	13/05/2018	14/08/2018	13/08/2028			北京维康知识产权代理有限公司 (言信)	
24	25564681	全优膳	全优膳	27/07/2017	注册	全优膳	35	CN	13/05/2018	14/08/2018	13/08/2028			北京维康知识产权代理有限公司 (言信)	
25	25877311	AYUNUTRI	Ayunutri	15/08/2017	注册	全优膳	5	CN	06/05/2018	07/08/2018	06/08/2028			北京维康知识产权代理有限公司 (言信)	
26	25878542	AYUNUTRI	Ayunutri	15/08/2017	注册	全优膳	29	CN	06/05/2018	07/08/2018	06/08/2028			北京维康知识产权代理有限公司 (言信)	
27	25872892	AYUNUTRI	Ayunutri	15/08/2017	注册	全优膳	35	CN	13/05/2018	14/08/2018	13/08/2028			北京维康知识产权代理有限公司 (言信)	
28	25549932	曜膳优	曜膳优	27/07/2017	注册	曜膳优	5	CN	13/05/2018	14/08/2018	13/08/2028			北京维康知识产权代理有限公司 (言信)	
29	25545472	曜膳优	曜膳优	27/07/2017	注册	曜膳优	29	CN	13/05/2018	14/08/2018	13/08/2028			北京维康知识产权代理有限公司 (言信)	
30	25559485	曜膳优	曜膳优	27/07/2017	注册	曜膳优	35	CN	13/05/2018	14/08/2018	13/08/2028			北京维康知识产权代理有限公司 (言信)	
31	24525603	曜诺安	曜诺安	07/06/2017	注册	曜诺安	5	CN	13/03/2018	14/06/2018	13/06/2028			北京维康知识产权代理有限公司 (言信)	
32	24520407	曜诺安	曜诺安	07/06/2017	注册	曜诺安	29	CN	13/03/2018	14/06/2018	13/06/2028			北京维康知识产权代理有限公司 (言信)	
33	24530805	曜诺安	曜诺安	07/06/2017	注册	曜诺安	35	CN	13/03/2018	14/06/2018	13/06/2028			北京维康知识产权代理有限公司 (言信)	
34	24277748	曜膳宝	曜膳宝	23/05/2017	注册	曜膳宝	5	CN	20/02/2018	21/05/2018	20/05/2028			北京维康知识产权代理有限公司 (言信)	
35	24278263	曜膳宝	曜膳宝	23/05/2017	注册	曜膳宝	29	CN	20/02/2018	21/05/2018	20/05/2028			北京维康知识产权代理有限公司 (言信)	
36	24272925	曜膳宝	曜膳宝	23/05/2017	注册	曜膳宝	35	CN	20/02/2018	21/05/2018	20/05/2028			北京维康知识产权代理有限公司 (言信)	
37	24997174	MEGEST	Megest	26/06/2017	注册	Megest	5	CN	20/07/2018	21/10/2018	20/10/2028			北京维康知识产权代理有限公司 (言信)	
38	25005329	MEGEST	Megest	26/06/2017	注册	Megest	35	CN	06/04/2018	07/07/2018	06/07/2028			北京维康知识产权代理有限公司 (言信)	
39	24987435	麦格斯	麦格斯	26/06/2017	注册	麦格斯	5	CN	20/07/2018	21/10/2018	20/10/2028			北京维康知识产权代理有限公司 (言信)	
40	25000768	麦格斯	麦格斯	26/06/2017	无效	麦格斯	35	CN						北京维康知识产权代理有限公司 (言信)	
41	24774642	MEGADRINK	Megadrink	14/06/2017	无效		5	CN						北京维康知识产权代理有限公司 (言信)	
42	24773243	MEGADRINK	Megadrink	14/06/2017	无效		29	CN						北京维康知识产权代理有限公司 (言信)	
43	24778620	MEGADRINK	Megadrink	14/06/2017	注册		35	CN	20/03/2018	21/06/2018	20/06/2028			北京维康知识产权代理有限公司 (言信)	
44	24353579	麦格膳	麦格膳	26/05/2017	注册		5	CN	06/06/2018	07/09/2018	06/09/2028			北京维康知识产权代理有限公司 (言信)	
45	24349284	麦格膳	麦格膳	26/05/2017	注册		29	CN	27/02/2018	28/05/2018	27/05/2028			北京维康知识产权代理有限公司 (言信)	
46	24353594	麦格膳	麦格膳	26/05/2017	注册		35	CN	27/02/2018	28/05/2018	27/05/2028			北京维康知识产权代理有限公司 (言信)	
47	22947506	ZORTUS	ZORTUS	27/02/2017	注册		5	CN	27/11/2017	28/02/2018	27/02/2028			北京维康知识产权代理有限公司 (言信)	
48	22947356	ZORTUS	ZORTUS	27/02/2017	注册		35	CN	27/11/2017	28/02/2018	27/02/2028			北京维康知识产权代理有限公司 (言信)	
49	22945680	ORISTAR	ORISTAR	27/02/2017	注册		5	CN	27/11/2017	28/02/2018	27/02/2028			北京维康知识产权代理有限公司 (言信)	
50	22946800	ORISTAR	ORISTAR	27/02/2017	无效		35	CN						北京维康知识产权代理有限公司 (言信)	
51	22946248	MERTIS	MERTIS	27/02/2017	撤销		5	CN	27/11/2017	28/02/2018	27/02/2028			北京维康知识产权代理有限公司 (言信)	2024-11-12撤回，无法提供使用证明
52	22947107	MERTIS	MERTIS	27/02/2017	注册		35	CN	27/11/2017	28/02/2018	27/02/2028			北京维康知识产权代理有限公司 (言信)	

53	301533357			29/01/2010	注册		5	HK	23/04/2010	04/08/2010	28/01/2030			PETER SHEN & CO. LTD	中國大冧 BIOPHARM
54	301529442	TOT BIOPHARM	TOT BIOPHARM	22/01/2010	注册		5	HK	23/04/2010	03/08/2010	21/01/2030			PETER SHEN & CO. LTD	中國大冧 BIOPHARM
55	301533366	TOT	TOT	29/01/2010	注册		5	HK	23/04/2010	04/08/2010	28/01/2030			PETER SHEN & CO. LTD	中國大冧 BIOPHARM
56	304706622	東曜藥業	東曜藥業	19/10/2018	注册		5,35	HK	30/11/2018	19/10/2018	18/10/2028			中港知識產權有限公司	
57	304731381	東曜藥業	東曜藥業	12/11/2018	注册		44	HK	30/11/2018	12/11/2018	11/11/2028			中港知識產權有限公司	
58	304706631	东曜药业	东曜药业	19/10/2018	注册		5,35	HK	30/11/2018	19/10/2018	18/10/2028			中港知識產權有限公司	
59	304731390	东曜药业	东曜药业	12/11/2018	注册		44	HK	30/11/2018	12/11/2018	11/11/2028			中港知識產權有限公司	
60	304731408			12/11/2018	注册		5,35,44	HK	12/11/2018	04/04/2019	11/11/2028			中港知識產權有限公司	
61	305312763			23/06/2020	注册		10,29	HK	23/06/2020	23/06/2020	22/06/2030	5000		鼎合誠國際知識產權代理有限公司 (言信)	
62	45670833	曜安康全人关爱	曜安康全人关爱	22/04/2020	注册		5	CN	13/10/2020	14/01/2021	13/01/2031			北京曜安康全人关爱代理有限公司 (言信)	
63	45661801	曜安康全人关爱	曜安康全人关爱	22/04/2020	注册		29	CN	06/11/2020	07/02/2021	06/02/2031			北京曜安康全人关爱代理有限公司 (言信)	
64	45662112	曜安康全人关爱	曜安康全人关爱	22/04/2020	注册		35	CN	06/11/2020	07/02/2021	06/02/2031			北京曜安康全人关爱代理有限公司 (言信)	
65	45666315	曜安康全人关爱	曜安康全人关爱	22/04/2020	注册		41	CN	06/11/2020	07/02/2021	06/02/2031			北京曜安康全人关爱代理有限公司 (言信)	
66	45658669	曜安康全人关爱	曜安康全人关爱	22/04/2020	注册		44	CN	06/11/2020	07/02/2021	06/02/2031			北京曜安康全人关爱代理有限公司 (言信)	

电子纸件	序号	商标编号	商标名称	图样	申请日	目前状态	商品内容	类别	申请国或地区	初审公告日	注册公告日	专用到期日	申请费用	续展	代理所	备注
	1	02092299	PB-Hybrid	PB-Hybrid	06/02/2020	註冊		5	TW			15/10/2030				
	2	02098107	PB-Hybrid	PB-Hybrid	06/02/2020	註冊		35	TW			30/10/2030				
	3	02106064	PB-Hybrid	PB-Hybrid	06/02/2020	註冊		42	TW			30/11/2030				
	4	02087526	PB-Hybrid	PB-Hybrid	06/02/2020	註冊		44	TW			15/09/2030				
	5	02081529	替至安	替至安	26/02/2020	註冊	TOZ309 替莫唑胺胶囊	5	TW			31/08/2030				
	6	02081530	安莫柏	安莫柏	26/02/2020	註冊		5	TW			31/08/2030				
	7	02081531	朴欣汀	朴欣汀	26/02/2020	註冊	TAB008 贝伐珠单抗	5	TW			31/08/2030				
	8	02088639	樸欣汀	樸欣汀	12/05/2020	註冊	TAB008 贝伐珠单抗	5	TW			30/09/2030				
	9	02081532	Mazelon	Mazelon	26/02/2020	註冊		5	TW			31/08/2030				
	10	02081533	Tazian	Tazian	26/02/2020	註冊	TOZ309 替莫唑胺胶囊	5	TW			31/08/2030				
	11	02081534	Pusintin	Pusintin	26/02/2020	註冊	TAB008 贝伐珠单抗	5	TW			31/08/2030				
	12	02099831	曜安康全人關愛	曜安康全人關愛	26/03/2020	註冊		5	TW			15/11/2030				
	13	02101070	曜安康全人關愛	曜安康全人關愛	26/03/2020	註冊		29	TW			15/11/2030				
	14	02101668	曜安康全人關愛	曜安康全人關愛	26/03/2020	註冊		35	TW			15/11/2030				
	15	02102291	曜安康全人關愛	曜安康全人關愛	26/03/2020	註冊		41	TW			15/11/2030				
	16	02102793	曜安康全人關愛	曜安康全人關愛	26/03/2020	註冊		44	TW			15/11/2030				
	17	02025488	圖形		13/05/2019	註冊		5	TW			30/11/2029				
	18	02027043	圖形		13/05/2019	註冊		35	TW			30/11/2029				
	19	02024583	圖形		13/05/2019	註冊		44	TW			15/11/2029				
	20	02025490	圖形		20/05/2019	註冊		5	TW			30/11/2029				
	21	02027087	圖形		20/05/2019	註冊		35	TW			30/11/2029				
	22	02024589	圖形		20/05/2019	註冊		44	TW			15/11/2029				
	23	01872297	東曜藥業	東曜藥業	23/02/2017	註冊		35	TW			30/09/2027				
	24	01873820	MERTIS	MERTIS	23/02/2017	註冊		5	TW			15/10/2027				
	25	01875319	MERTIS	MERTIS	23/02/2017	註冊		35	TW			15/10/2027				
	26	01873819	ORISTAR	ORISTAR	23/02/2017	註冊		5	TW			15/10/2027				
	27	01875318	ORISTAR	ORISTAR	23/02/2017	註冊		35	TW			15/10/2027				
	28	01873821	ZORTUS	ZORTUS	23/02/2017	註冊		5	TW			15/10/2027				
	29	01875320	ZORTUS	ZORTUS	23/02/2017	註冊		35	TW			15/10/2027				
	30	01885947	曜膳寶	曜膳寶	24/05/2017	註冊		5	TW			15/12/2027				
	31	01886936	曜膳寶	曜膳寶	24/05/2017	註冊		29	TW			15/12/2027				
	32	01887492	曜膳寶	曜膳寶	24/05/2017	註冊		35	TW			15/12/2027				
	33	01885967	曜諾安	曜諾安	07/06/2017	註冊		5	TW			15/12/2027				
	34	01886952	曜諾安	曜諾安	07/06/2017	註冊		29	TW			15/12/2027				
	35	01887539	曜諾安	曜諾安	07/06/2017	註冊		35	TW			15/12/2027				
	36	01885978	麥格膳	麥格膳	15/06/2017	註冊		5	TW			15/12/2027				
	37	01886961	麥格膳	麥格膳	15/06/2017	註冊		29	TW			15/12/2027				
	38	01887582	麥格膳	麥格膳	15/06/2017	註冊		35	TW			15/12/2027				
	39	01885979	Megadrink	Megadrink	15/06/2017	註冊		5	TW			15/12/2027				
	40	01887583	Megadrink	Megadrink	15/06/2017	註冊		35	TW			15/12/2027				
	41	01890022	Megadrink	Megadrink	15/06/2017	註冊		29	TW			31/12/2027				
	42	01897444	曜安康全人科學	曜安康全人科學	21/07/2017	註冊		5	TW			15/02/2028				
	43	01898622	曜安康全人科學	曜安康全人科學	21/07/2017	註冊		29	TW			15/02/2028				
	44	01912442	曜安康全人科學	曜安康全人科學	21/07/2017	註冊		35	TW			30/04/2028				
	45	01912759	曜安康全人科學	曜安康全人科學	21/07/2017	註冊		41	TW			30/04/2028				
	46	01896708	曜安康全人科學	曜安康全人科學	21/07/2017	註冊		44	TW			31/01/2028				
	47	01894492	曜膳優	曜膳優	26/07/2017	註冊		5	TW			31/01/2028				
	48	01895505	曜膳優	曜膳優	26/07/2017	註冊		29	TW			31/01/2028				
	49	01899281	曜膳優	曜膳優	26/07/2017	註冊		35	TW			15/02/2028				
	50	01894493	全優膳	全優膳	26/07/2017	註冊		5	TW			31/01/2028				
	51	01895506	全優膳	全優膳	26/07/2017	註冊		29	TW			31/01/2028				

	52	01899282	全優膳	全優膳	26/07/2017	註冊		35	TW			15/02/2028				
	53	01894549	Ayunutri	Ayunutri	15/08/2017	註冊		5	TW			31/01/2028				
	54	01895528	Ayunutri	Ayunutri	15/08/2017	註冊		29	TW			31/01/2028				
	55	01899415	Ayunutri	Ayunutri	15/08/2017	註冊		35	TW			15/02/2028				
	56	01913625	圖形		27/10/2017	註冊		5	TW			15/05/2028				
	57	01917884	圖形		27/10/2017	註冊		35	TW			31/05/2028				
	58	01913701	圖形		22/11/2017	註冊		5	TW			15/05/2028				
	59	01921182	圖形		22/11/2017	註冊		35	TW			15/06/2028				
	60	01913702	圖形		22/11/2017	註冊		5	TW			15/05/2028				
	61	01921183	圖形		22/11/2017	註冊		35	TW			15/06/2028				
	62	01913703	圖形		22/11/2017	註冊		5	TW			15/05/2028				
	63	01921184	圖形		22/11/2017	註冊		35	TW			15/06/2028				
	64	01925903	曜安康	曜安康	13/12/2017	註冊		5	TW			15/07/2028				
	65	01926948	曜安康	曜安康	13/12/2017	註冊		29	TW			15/07/2028				
	66	01927467	曜安康	曜安康	13/12/2017	註冊		35	TW			15/07/2028				
	67	01927761	曜安康	曜安康	13/12/2017	註冊		41	TW			15/07/2028				
	68	01928023	曜安康	曜安康	13/12/2017	註冊		44	TW			15/07/2028				
	69	02083910	圖形		04/05/2020	註冊		44	TW			31/08/2030				
	70	02088638	東源國際醫藥	東源國際醫藥	12/05/2020	註冊		5	TW			30/09/2030				
	71	02090664	東源國際醫藥	東源國際醫藥	12/05/2020	註冊		35	TW			30/09/2030				
	72	02083921	東源國際醫藥	東源國際醫藥	12/05/2020	註冊		44	TW			31/08/2030				
	73	02083922	東曜藥業	東曜藥業	12/05/2020	註冊		44	TW			31/08/2030				
	74	02094796	東曜生技	東曜生技	12/05/2020	註冊		35	TW			15/10/2030				
	75	02083923	東曜生技	東曜生技	12/05/2020	註冊		44	TW			31/08/2030				
	76	02117917	邁朗	邁朗	06/08/2020	註冊		5	TW			31/01/2031				
	77	02117918	Anmonbo	Anmonbo	06/08/2020	註冊		5	TW			31/01/2031				
	78	02100365	TOT BIOPHARM	TOT BIOPHARM	04/06/2020	註冊		10	TW			15/11/2030				
	79	02102823	TOT BIOPHARM	TOT BIOPHARM	04/06/2020	註冊		44	TW			15/11/2030				
	80	02100371	圖形		10/06/2020	註冊		10	TW			15/11/2030				
	81	02101138	圖形		10/06/2020	註冊		29	TW			15/11/2030				
	82	02133490	宜複佳	宜複佳	2020/10/27	註冊	TOM312	5	TW			15/04/2031				
	83	02133491	Effidel	Effidel	2020/10/27	註冊	TOM312	5	TW			15/04/2031				被異議
	84	02133492	Isasin	Isasin	2020/10/27	註冊		5	TW			15/04/2031				
	85	02133493	舒煥	舒煥	2020/10/27	註冊		5	TW			15/04/2031				
	86	02133494	Shirline	Shirline	2020/10/27	註冊		5	TW			15/04/2031				
	87	109075217	宜澤生	宜澤生	27/10/2020	失效		5	TW							

**Schedule 5**  
**Draft Joint Announcement**

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LR13.52  
Note 5

*This announcement appears for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for securities of the Company.*

*This announcement is not for release, publication or distribution, in whole or in part, in or into any jurisdiction where to do so would constitute a violation of the applicable laws or regulations of such jurisdiction.*

**[Logo of WuXi Biologics]**

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

**(Stock Code: 2269)**

**[Logo of Offeror]**

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

**(Stock Code: 2268)**

**[Logo of Company]**

*(Incorporated in Hong Kong with  
limited liability)*

**(Stock Code: 1875)**

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## **JOINT ANNOUNCEMENT**

- (1) VOLUNTARY CONDITIONAL CASH OFFERS BY CITIGROUP GLOBAL MARKETS ASIA LIMITED FOR AND ON BEHALF OF THE OFFEROR FOR ALL THE ISSUED SHARES OF THE COMPANY (OTHER THAN THOSE SHARES ALREADY OWNED OR AGREED TO BE ACQUIRED BY THE OFFEROR AND THE OFFEROR CONCERT PARTIES) AND TO CANCEL ALL OUTSTANDING SHARE OPTIONS;**
- (2) IRREVOCABLE UNDERTAKINGS;**
- (3) POSSIBLE MAJOR TRANSACTION FOR THE OFFEROR;**
- (4) POSSIBLE DISCLOSEABLE TRANSACTION FOR WUXI BIOLOGICS; AND**
- (5) RESUMPTION OF TRADING**

**Financial Adviser to the Offeror**

**[Logo of Citi]**

### **INTRODUCTION**

On [●] 2026 (after trading hours), the Board was informed by the Offeror that Citi will, for and on behalf of the Offeror, make a voluntary conditional cash offer to acquire all the issued Shares (other than those Shares already owned or agreed to be acquired by the Offeror and the Offeror Concert Parties) and cancel all outstanding Share Options, in each case on the terms and conditions set out below.

The Offers are subject to the satisfaction or waiver (where applicable) of the conditions of the Offers as set out in the section headed "CONDITIONS OF THE OFFERS" of this announcement.

### **PRINCIPAL TERMS OF THE OFFERS**

#### **Share Offer**



Citi will, for and on behalf of the Offeror and in compliance with the Takeovers Code, make a voluntary conditional cash offer to acquire all the Offer Shares on the following terms:

For each Offer Share .....HK\$[4.00] in cash

As at the date of this announcement, there are a total of [772,787,887] Shares in issue.

The Share Offer will be extended to all holders of Offer Shares in accordance with the Takeovers Code.

[Save in respect of interests in any Shares held by the members of the Citi group presumed to be acting in concert with the Offeror (if any),] as at the date of this announcement, the Offeror and the Offeror Concert Parties [are not interested in any Shares.]

Save for the Share Options and the RSAs, the Company does not have any outstanding options, warrants, derivatives or securities which are convertible or exchangeable into Shares and has not entered into any agreement for the issue of such options, derivatives, warrants or securities which are convertible or exchangeable into Shares.

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**The Offeror will not increase the Share Offer Price or the Cancellation Price and does not reserve the right to do so. Shareholders, Option Holders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Share Offer Price or the Cancellation Price.**

The Share Offer Price of HK\$[4.00] per Offer Share represents:

- (a) a premium of approximately [99.00]% over the closing price as quoted on the Stock Exchange on the Undisturbed Date of HK\$[2.01] per Share;
- (b) a premium of approximately [101.01]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the five (5) trading days up to and including the Undisturbed Date of approximately HK\$[1.99] per Share;
- (c) a premium of approximately [105.66]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the ten (10) trading days up to and including the Undisturbed Date of approximately HK\$[1.94] per Share;
- (d) a premium of approximately [114.67]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the 30 trading days up to and including the Undisturbed Date of approximately HK\$[1.86] per Share;
- (e) a premium of approximately [102.58]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the 60 trading days up to and including the Undisturbed Date of approximately HK\$[1.97] per Share;
- (f) a premium of approximately [282.65]% over the audited consolidated net asset value of approximately HK\$[1.05] per Share, based on the audited consolidated net assets of the Company as at 31 December 2024 and the number of Shares in issue as at the date of this announcement; and
- (g) a premium of approximately [281.59]% over the unaudited consolidated net asset value of approximately HK\$[1.05] per Share, based on the unaudited consolidated net assets of the Company as at 30 June 2025 and the number of Shares in issue as at the date of this announcement.

**Option Offer**

As at the date of this announcement, there are [7,632,600] outstanding Share Options (excluding those that have expired or lapsed), comprising (i) [7,348,600] Vested Unexercised Options; and (ii) [284,000] Unvested Options.

In accordance with Rule 13 of the Takeovers Code and Practice Note 6 to the Takeovers Code, Citi will, for and on behalf of Offeror, make the Option Offer to the Option Holders to cancel all outstanding Share Options at the Cancellation Price, calculated as the “see-through” price (being the Share Offer Price less the exercise price of the Share Option).

Number of Share Options	Exercise price per Share Option	Cancellation Price per Share Option
[7,348,600] Vested Unexercised Options	HK\$2.2335	HK\$[1.7665] in cash
[284,000] Unvested Options <sup>(Note)</sup>	HK\$2.2335	HK\$[1.7665] in cash

*Note: 142,000 Unvested Options are expected to vest on 1 March 2026 and the remaining 142,000 Unvested Options are expected to vest on 1 March 2027.*

The Share Option Scheme is the pre-IPO share option scheme adopted by the Company prior to its listing and the RSA Plans have been adopted by the Company for the purpose of granting equity incentives to the Company’s employees. No further Share Options may be granted under the Share Option Scheme on or after the listing of the Company.

For the avoidance of doubt, by accepting the Option Offer, the Option Holder agrees that each Share Option held by that person will be cancelled in exchange for the relevant Cancellation Price. In the case of any Share Option whose Option Holder does not accept the Option Offer, that Share Option will remain valid and effective after Completion in accordance with and subject to the rules of the Share Option Scheme.

Further details in respect of the Option Offer are set out in the section headed “PRINCIPAL TERMS OF THE OFFERS – Option Offer” of this announcement.

**RSA Plans and the Trustees**

As at the date of this announcement, a total of [44,981,614] RSA Shares, representing approximately [5.82]% of the total issued Shares, have been granted to the RSA Holders, out of which there are (i) [30,023,789] outstanding Vested RSA Shares in respect of which the full amount of the Grant Consideration has not been received by the Company; and (ii) [14,957,825] Unvested RSA Shares that have been granted but have not vested to the relevant RSA Holders.

As at the date of this announcement, the Trustees hold [47,590,948] Shares in aggregate (representing approximately [6.16]% of the total issued Shares) for the purpose of future transfer of RSA Shares granted or to be granted, which have not been transferred to any RSA Holders, out of which [2,609,334] Trustee Unallocated Shares have not been granted to any RSA Holder under the RSA Plans. Accordingly, when the RSA Shares vest and the full amount of the Grant Consideration is received by the Company in respect of such RSA Shares, no further Shares will be allotted and issued by the Company as an equivalent number of Shares (being the number of all outstanding RSA Shares) are already held by the Trustees. No offer under Rule 13 of the Takeovers Code will be made to the outstanding RSA Shares granted under the RSA Plans, and all Trustee Unallocated Shares will form part of the Offer Shares. The Company does not propose to grant new RSA Shares under any of the RSA Plans during the Offer Period.

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Further details in respect of the Share Offer in respect of the RSA Shares are set out in the section headed "PRINCIPAL TERMS OF THE OFFERS – RSA Plans and the Trustees" of this announcement.

## FINANCIAL RESOURCES

The Offeror intends to finance and satisfy the total consideration payable under the Offers with its [internal resources]. Assuming that: (i) all holders of the Offer Shares (other than the [80,147,865] Post Top-Up Non-Accepting Shares and the [2,609,334] Trustee Ungranted Shares) accept the Share Offer in full; (ii) all the Vested Unexercised Options and the [142,000] Unvested Options which are expected to vest on 1 March 2026 are exercised in full during the Offer Period and all holders of such Share Options accept the Share Offer in full; (iii) all holders of the [142,000] Unvested Share Options which are expected to vest on 1 March 2027 accept the Option Offer in full; (iv) no new Shares will be issued and no new Share Options or RSA Shares will be granted during the Offer Period; and (v) there are no other changes to the relevant securities of the Company during the Offer Period, on the basis of the Share Offer Price of HK\$[4.00] per Offer Share and the Cancellation Price of HK\$[1.7665] per Share Option, the maximum consideration for the Offers will be approximately HK\$[2,790.3 million].

Citi, being the financial adviser to the Offeror in respect of the Offers, is satisfied that sufficient financial resources are available to the Offeror to satisfy its payment obligations upon full acceptance of the Offers.

## CONDITIONS OF THE OFFERS

### Conditions of the Share Offer

The Share Offer is conditional on the satisfaction or, if capable of being waived, waiver of the following Conditions:

- (a) valid acceptances of the Share Offer having been received (and not, where permitted, withdrawn) by 4:00 p.m. on the Closing Date in respect of such number of Offer Shares which would result in the Offeror holding not less than 60% of the voting rights in the Company as at the Closing Date; and
- (b) the Shares remaining listed and traded on the Stock Exchange up to the Closing Date (or, if earlier, the Unconditional Date) save for any temporary suspension(s) of trading of the Shares and no indication being received on or before the Closing Date (or, if earlier, the Unconditional Date) from the SFC and/or the Stock Exchange to the effect that the listing of the Shares on the Stock Exchange is or is likely to be withdrawn; and
- (c) up to and including the time when the Acceptance Condition is satisfied, (i) no Relevant Authorities in any jurisdiction having taken or instituted any action, proceeding, suit, investigation or enquiry, or enacted or made or publicly proposed, and (ii) there having been no outstanding statute, regulation, demand or order, in each case which would make the Offers void, unenforceable or illegal or prohibit the implementation of the Offers or which would impose any material conditions, limitations or obligations with respect to the Offers; and
- (d) since the date of the last audited consolidated financial statements of the Company, there having been no material adverse change in the business, financials, trading positions or prospects (whether operational, legal or otherwise) of the Group, but excluding any of the foregoing arising out of, resulting from or attributable to: (i) changes in general conditions in the industries in which the Group operates; (ii) changes in political, economic, financial,

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tax, regulatory, market or general conditions, including changes in stock markets, interest rates, exchange rates or tariffs or changes in the prices of securities, raw materials or commodities; (iii) acts of civil unrest, civil disobedience, riots, looting, war, hostilities, military activity, terrorism, sabotage, cyberterrorism, cybercrime, data loss, data breach, sanction, embargo or other calamity or crisis (or any escalation or worsening of them); (iv) epidemics, pandemics, earthquakes, floods, tsunamis, hurricanes, volcanos, fires, tornadoes, weather conditions or other natural or manmade disasters; (v) changes in law, tax, regulation, government policy, accounting standards or practices, or changes in the interpretation or enforcement of them; (vi) the Offers, the announcement of the Offers or the change in control of the Company resulting from the Offers; and (vii) events or circumstances which have been fully disclosed in writing to the Offeror before the date of the Irrevocable Undertakings; and

- (e) since the date of this announcement, there having been no frustrating action taken by the Company or any member of the Group since the date of this announcement, unless with the written consent of the Offeror.

If the Acceptance Condition is not satisfied on the First Closing Date (i.e. the Acceptance Level on the First Closing Date falls below 60%), the Offeror will extend the First Closing Date to a date falling no less than 14 days after the First Closing Date. For the avoidance of doubt, the Offeror may exercise such right to extend the Closing Date in compliance with the Takeovers Code on more than one occasion.

The Condition set out in (a) above cannot be waived. The Offeror reserves the right to waive, in whole or in part, the Conditions set out in (b), (d) and (e) above and, to the extent it would not make the Offers illegal, the Condition set out in (c) above.

Pursuant to Note 2 to Rule 30.1 of the Takeovers Code, the Offeror may only invoke any or all of the Conditions (other than the Condition set out in (a) above) as a basis for not proceeding with the Offers if the circumstances which give rise to the right to invoke any of those Condition(s) are of material significance to the Offeror in the context of the Offers.

As at the date of this announcement, the Offeror and the Company are not aware of any circumstances which may result in the Condition set out in (c) above not being satisfied.

### Conditions of the Option Offer

The Option Offer is conditional upon the Share Offer becoming or being declared unconditional in all respects (and not subsequently lapsed).

### IRREVOCABLE UNDERTAKINGS

On [●] January 2026, each of the following IU Shareholders entered into an Irrevocable Undertaking in favour of the Offeror, pursuant to which each IU Shareholder undertook to accept, or procure the acceptance of, the Share Offer in respect of the following Offer Shares in accordance with its respective terms:

- (a) [Advantech Capital Investment:
- (i) [24,568,400] Offer Shares (representing approximately [3.18]% of the total issued Shares); and
  - (ii) the Advantech Shortfall Undertaking Shares, in the event that the Offeror has not received valid acceptances at or before 4:00 p.m. (Hong Kong time) on the First

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Closing Date which would result in the Acceptance Condition being met, and the Offeror extends the Share Offer to an Extended Closing Date;]

(b) Center Laboratories:

- (i) [143,756,490] Offer Shares (representing approximately [18.60]% of the total issued Shares); and
- (ii) the Center Laboratories Shortfall Undertaking Shares, in the event that the Offeror has not received valid acceptances at or before 4:00 p.m. (Hong Kong time) on the First Closing Date which would result in the Acceptance Condition being met, and the Offeror extends the Share Offer to an Extended Closing Date;

(c) [Chengwei Evergreen Capital: [54,230,800] Offer Shares (representing approximately [7.02]% of the total issued Shares);]

(d) Vivo Capital: [103,245,000] Offer Shares (representing approximately [13.36]% of the total issued Shares);

(e) [other IU Shareholders (if any)]; and

(f) Vivo Suzhou: the Vivo Suzhou Shortfall Undertaking Shares, in the event that the Offeror has not received valid acceptances at or before 4:00 p.m. (Hong Kong time) on the First Closing Date which would result in the Acceptance Condition being met, and the Offeror extends the Share Offer to an Extended Closing Date.

Assuming that none of the Shortfall Undertaking Shares will be tendered to accept the Share Offer, the other Undertaking Shares collectively represent an aggregate of approximately [42.16]% of the total issued Shares as at the date of this announcement. Assuming that all of the Shortfall Undertaking Shares will be tendered to accept the Share Offer in accordance with the terms of the respective Irrevocable Undertakings, the Undertaking Shares collectively represent an aggregate of [60.00]% of the total issued Shares as at the date of this announcement.

## MAINTENANCE OF THE LISTING STATUS OF THE COMPANY

The Offeror intends to maintain the listing of the Shares on the Stock Exchange following Completion. The directors of the Offeror and the new Director(s) to be appointed by the Offeror will jointly and severally undertake to the Stock Exchange that if, at Completion, the Company fails to comply with the requirements of Rule 13.32B of the Listing Rules, they will take appropriate steps to ensure the Company's compliance with Rule 13.32B of the Listing Rules at the earliest possible moment.

The Stock Exchange has stated that if, at Completion:

- (a) the Stock Exchange believes that (i) a false market exists or may exist in the trading of the Shares; or (ii) an orderly market does not exist or may not exist, it will consider exercising its discretion to suspend trading in the Shares; and
- (b) the Company has a Significant Public Float Shortfall (as defined in Rule 13.32F of the Listing Rules), then (i) the Stock Exchange will add a designated marketer to the stock name of the Shares; and (ii) the Stock Exchange will cancel the listing of the Shares if the Company fails to re-comply with Rule 13.32B of the Listing Rules for a continuous period of 18 months from the commencement of the Significant Public Float Shortfall.

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## **INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER**

An Independent Board Committee, comprising all the independent non-executive Directors who have no direct or indirect interest in the Offers, namely Ms. Hui SUN, Mr. Qing ZHANG and Dr. Xuelin GU, has been established in accordance with Rules 2.1 and 2.8 of the Takeovers Code to advise and give a recommendation to the Shareholders and Option Holders as to whether the Offers are fair and reasonable and as to the acceptance of the Offers. Dr. Weidong LIU, the non-executive Director, is also the managing director of Vivo Capital and was involved in the discussion and/or negotiation of the terms and conditions of the Offers. To avoid any possible conflict of interest, Dr. Weidong LIU would not be part of the Independent Board Committee.

The Company will appoint the Independent Financial Adviser of the Company with the approval of the Independent Board Committee to advise the Independent Board Committee in respect of the Offers and, in particular, as to whether the Offers are fair and reasonable and as to the acceptance of the Offers. The letter of advice from the Independent Financial Adviser as to whether the Offers are fair and reasonable and as to the acceptance of the Offers will be included in the Composite Document. A further announcement will be made after the Independent Financial Adviser has been appointed.

## **DESPATCH OF COMPOSITE DOCUMENT**

The Offeror and the Company intend to combine the offer document with the offeree board circular from the Company in the Composite Document. The Composite Document containing, among other things: (i) details of the Offers (including the expected timetable); (ii) a letter of advice from the Independent Board Committee to the Shareholders and Option Holders in respect of the Offers; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee in relation to the Offers; and (iv) the relevant forms of acceptance and transfer to the Shareholders and the Option Holders as soon as practicable and in any event no later than 21 days after the date of this announcement or such later date as the Executive may approve.

Further announcement(s) regarding the despatch of the Composite Document will be made by the Offeror and the Company as and when appropriate.

## **POSSIBLE MAJOR ACQUISITION FOR THE OFFEROR**

The making of the Offers, the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer constitute a transaction for the Offeror under Chapter 14 of the Listing Rules. As the highest applicable percentage ratio under Rule 14.07 of the Listing Rules in respect of the Offers exceeds 25% but is less than 100%, the making of the Offers, the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer constitute a major transaction for the Offeror under Chapter 14 of the Listing Rules and is therefore subject to the requirements of notification, announcement, circular and approval from the WuXi XDC Shareholders.

As at the date of this joint announcement, WuXi Biologics is the controlling shareholder of the Offeror directly holding [635,484,500] shares in Offeror (representing approximately [50.63]% of the total issued share capital of the Offeror). The Offeror has obtained a written shareholders' approval from WuXi Biologics on [●] January 2026 for the making of the Offers, and the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer. To the best of the knowledge, information and belief of the Offeror's directors having made all reasonable enquiries, none of the WuXi XDC Shareholders has a material interest in the Offers and accordingly, no WuXi XDC Shareholder is required to abstain

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from voting if the Offeror were to convene a shareholders' meeting for approving the Offers. Pursuant to Rule 14.44(2) of the Listing Rules, in lieu of holding a general meeting of the WuXi XDC Shareholders, a WuXi XDC Shareholders' written approval has been obtained from WuXi Biologics on [●] January 2026. Accordingly, no shareholders' meeting will be held by the Offeror to approve the Offers.

[A circular containing, among other things, [(i) further details of the Offers, the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer; and (ii) the recommendations from the directors of the Offeror in respect of the Offers], is expected to be despatched to the WuXi XDC Shareholders on or before [●] February 2026 for their information (or such later date as permitted by the Stock Exchange).

### **POSSIBLE DISCLOSEABLE TRANSACTION FOR WUXI BIOLOGICS**

The making of the Offers, the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer constitute a transaction for WuXi Biologics under Chapter 14 of the Listing Rules. As the highest applicable percentage ratio under Rule 14.07 of the Listing Rules in respect of the Offers exceeds 5% but is less than 25%, the making of the Offers, the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer by the Offeror constitute a discloseable acquisition for WuXi Biologics under Chapter 14 of the Listing Rules and is therefore subject to the notification and announcement requirements but is exempt from circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

### **WARNING**

**Shareholders, Option Holders and potential investors of the Company should note that Completion is subject to the Conditions being satisfied or, if capable of being waived, waived and therefore the Offers may or may not become unconditional and may or may not be completed. Accordingly, the issue of this announcement does not imply that the Offers will be made or will be completed.**

**Shareholders and Option Holders are reminded to read the Composite Document, including the recommendations of the Independent Board Committee and the advice of the Independent Financial Adviser in respect of the Offers, before deciding whether or not to accept the Offers applicable to them, respectively.**

**Shareholders, Option Holders and potential investors of the Company are advised to exercise caution when dealing in the Shares and other securities of the Company. If Shareholders, Option Holders and potential investors are in any doubt about their positions, they should consult their professional advisers.**

### **RESUMPTION OF TRADING**

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from 9:00 a.m. on 29 December 2025 (Hong Kong time) pending the publication of this announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on [●] (Hong Kong time).

## 1 INTRODUCTION

On [●] 2026 (after trading hours), the Board was informed by the Offeror that Citi will, for and on behalf of the Offeror, make a voluntary conditional cash offer to acquire all the issued Shares (other than those Shares already owned or agreed to be acquired by the Offeror and the Offeror Concert Parties) and cancel all outstanding Share Options, in each case on the terms and conditions set out below.

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The Offers are subject to the satisfaction or waiver (where applicable) of the conditions of the Offers as set out in the section headed “CONDITIONS OF THE OFFERS” of this announcement.

## 2 PRINCIPAL TERMS OF THE OFFERS

### Share Offer

TC3.5(a)  
LR14.58(4)  
LR14.60(2)

Citi will, for and on behalf of the Offeror and in compliance with the Takeovers Code, make a voluntary conditional cash offer to acquire all the Offer Shares on the following terms:

**For each Offer Share .....HK\$[4.00] in cash**

As at the date of this announcement, there are a total of [772,787,887] Shares in issue.

The Share Offer will be extended to all holders of Offer Shares in accordance with the Takeovers Code.

[Save in respect of purchases of any Shares by the members of the Citi group presumed to be acting in concert with the Offeror (if any),] neither the Offeror nor the Offeror Concert Parties purchased any Shares during the three months before the Offer Period.

[Save in respect of interests in any Shares held by the members of the Citi group presumed to be acting in concert with the Offeror (if any),] as at the date of this announcement, the Offeror and the Offeror Concert Parties [are not interested in any Shares.]

Save for the Share Options and the RSAs, the Company does not have any outstanding options, warrants, derivatives or securities which are convertible or exchangeable into Shares and has not entered into any agreement for the issue of such options, derivatives, warrants or securities which are convertible or exchangeable into Shares.

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**The Offeror will not increase the Share Offer Price or the Cancellation Price and does not reserve the right to do so. Shareholders, Option Holders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Share Offer Price or the Cancellation Price.**

### Option Offer

As at the date of this announcement, there are [7,632,600] outstanding Share Options (excluding those that have expired or lapsed), comprising (i) [7,348,600] Vested Unexercised Options ; and (ii) [284,000] Unvested Options.

In accordance with Rule 13 of the Takeovers Code and Practice Note 6 to the Takeovers Code, Citi will, for and on behalf of Offeror, make the Option Offer to the Option Holders to cancel all outstanding Share Options at the Cancellation Price, calculated as the “see-through” price (being the Share Offer Price less the exercise price of the Share Option).

Number of Share Options	Exercise price per Share Option	Cancellation Price per Share Option
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[7,348,600] Vested Unexercised Options	HK\$2.2335	HK\$[1.7665] in cash
[284,000] Unvested Options <sup>(Note)</sup>	HK\$2.2335	HK\$[1.7665] in cash

*Note: 142,000 Unvested Options are expected to vest on 1 March 2026 and the remaining 142,000 Unvested Options are expected to vest on 1 March 2027.*

SFC 0106  
Q8

The Share Option Scheme is the pre-IPO share option scheme adopted by the Company prior to its listing and the RSA Plans have been adopted by the Company for the purpose of granting equity incentives to the Company's employees. No further Share Options may be granted under the Share Option Scheme on or after the listing of the Company. For the avoidance of doubt, by accepting the Option Offer, the Option Holder agrees that each Share Option held by that person will be cancelled in exchange for the relevant Cancellation Price. In the case of any Share Option whose Option Holder does not accept the Option Offer, that Share Option will remain valid and effective after Completion in accordance with and subject to the rules of the Share Option Scheme.

SFC 0106  
Q9

Further information on the Option Offer will be set out in a letter to the Option Holders, which will be despatched as part of the Composite Document.

SFC 0106  
Q10

### RSA Plans and the Trustees

Pursuant to the terms of each of the RSA Plans:

- (a) the Administration Committee may determine the date on which an RSA Share is to vest (the **"Vesting Date"**). Any RSA Share granted to a selected participant shall vest in such selected participant on the latest of (i) the Vesting Date in respect of such RSA Share; (ii) the date of the allotment and issue of such RSA Share by the Company to the relevant Trustee or the purchase, migration or re-allocation of the RSA Shares (as the case may be); and (iii) the date of the receipt of the full amount of the Grant Consideration by the Company from the relevant selected participant in respect of such RSA Share; and
- (b) if an offer by way of takeover or otherwise is made to all the holders of the Shares (or all such holders other than the offeror, any person controlled by the offeror and any person acting in association or concert with the offeror) resulting in a change in control of the Company, and such offer becomes or is declared unconditional prior to the vesting of the Unvested RSA Shares, such Unvested RSA Shares shall immediately so vest.

SFC 0106  
Q11

For the avoidance of doubt, in the event of (b) above, the Grant Consideration in respect such Vested RSA Shares shall remain payable by the RSA Holders to the Company.

SFC 0106  
Q12

As at the date of this announcement, a total of [44,981,614] RSA Shares, representing approximately [5.82]% of the total issued Shares, have been granted to the RSA Holders, out of which there are (i) [30,023,789] outstanding Vested RSA Shares in respect of which the full amount of the Grant Consideration has not been received by the Company; and (ii) [14,957,825] Unvested RSA Shares that have been granted but have not vested to the relevant RSA Holders.

As at the date of this announcement, the Trustees hold [47,590,948] Shares in aggregate (representing approximately [6.16]% of the total issued Shares) for the purpose of future transfer of RSA Shares granted or to be granted, which have not been transferred to any RSA Holders (the **"Trustee Unallocated Shares"**), out of which [2,609,334] Trustee Unallocated Shares have not been granted to any RSA Holder under the RSA Plans (the **"Trustee Ungranted Shares"**). Accordingly, when the RSA Shares vest and the full amount of the Grant Consideration is received by the Company in respect of such RSA Shares, no further Shares will be allotted and issued by the

SFC 0106  
Q13

Company as an equivalent number of Shares (being the number of all outstanding RSA Shares) are already held by the Trustees. No offer under Rule 13 of the Takeovers Code will be made to the outstanding RSA Shares granted under the RSA Plans, and all Trustee Unallocated Shares will form part of the Offer Shares.

An RSA Holder who intends to accept the Share Offer in respect of all or part of his/her RSA Shares shall provide written notice to the Administration Committee no less than [five (5)] Business Days before the Closing Date of such intention, setting out the number of RSA Shares he/she intends to tender for acceptance of the Share Offer.

Upon receipt of such written notice, the Administration Committee shall give instruction to the relevant Trustee to tender for acceptance of the Share Offer in respect of the relevant RSA Shares for and on behalf of the relevant RSA Holders. Upon receipt of the completed and valid acceptances of the Share Offer in respect of such RSA Shares, settlement of the consideration payable in respect of the RSA Shares will be made in the following manner:

- (a) the Offeror will pay the relevant Trustee the Share Offer Price in respect of such RSA Shares. Payment will be made as soon as possible and in any event no later than seven (7) Business Days after the later of: (i) the date of receipt of the relevant completed and valid acceptances of the Share Offer or (ii) the Unconditional Date; and
- (b) the relevant Trustee will then: (i) pay the relevant RSA Holders an amount equal to the Share Offer Price less the Grant Consideration payable by the relevant RSA Holders to the Company in respect of the relevant RSA Shares; and (ii) transfer an amount equal to the Grant Consideration in respect of the relevant RSA Shares to the Company. Payment will be made as soon as practicable after the receipt of the relevant consideration by the Trustee from the Offeror and in accordance with the timeline to be set out in the Composite Document.

SFC 0106  
Q15SFC 0106  
Q12, Q14

As at the date of this announcement, the Company has granted the following RSA Shares (excluding those that have been cancelled or lapsed) under the RSA Plans:

Year of Grant, Relevant RSA Plan	Grant Consideration per RSA Share	Number of outstanding RSA Share subject to the Share Offer		
		Number of granted RSA Shares	Number of Vested RSA Shares	Number of Unvested RSA Shares
2020, 2020 Restricted Share Award Scheme	HK\$2.2335	[16,833,224]	[16,125,399]	[707,825]
2021, 2020 Restricted Share Award Scheme	HK\$0.60	[8,840,000]	[8,840,000]	[0]
2022, 2020 Restricted	HK\$0.60	[5,958,390]	[5,058,390]	[900,000]

Share  
Award  
Scheme

2025, 2024 HK\$0.60 [13,350,000] [0] [13,350,000]

Restricted

Share  
Award  
Scheme

For the avoidance of doubt, the Trustees are not acting in concert with the Offeror. Given that the purpose of the RSA Plans is to allow the grant of RSA Shares to eligible participants to, among other things, attract and retain talent necessary for the Group's development and to incentivise the Group's employees and enhance their cohesion and productivity, thereby creating value for the Company and its Shareholders, the Board has resolved and instructed the Administration Committee that, save for such RSA Shares in respect of which the relevant RSA Holders have given written notice of the intention to tender for acceptance of the Share Offer, the Administration Committee (i) will not instruct the Trustees to accept the Share Offer; (ii) will not take any other action to make the Shares held by the Trustees available for acceptance of the Share Offer in accordance with the scheme rules of the RSA Plans; and (iii) will instruct the Trustees to hold the Shares and not to sell, transfer or dispose of or otherwise create any interest on the Shares held by it before Completion. Each of the foregoing restrictions in (i), (ii) and (iii) shall apply to all Shares held by the Trustees, including the [2,609,334] Trustee Ungranted Shares.

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Q17

The Company does not propose to grant new RSA Shares under any of the RSA Plans during the Offer Period.

### Comparison of Value

The Share Offer Price of HK\$[4.00] per Offer Share represents:

- (a) a premium of approximately [99.00]% over the closing price as quoted on the Stock Exchange on the Undisturbed Date of HK\$[2.01] per Share;
- (b) a premium of approximately [60.00]% over the closing price as quoted on the Stock Exchange on the Last Trading Day of HK\$[2.50] per Share;
- (c) a premium of approximately [101.01]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the five (5) trading days up to and including the Undisturbed Date of approximately HK\$[1.99] per Share;
- (d) a premium of approximately [88.32]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the five (5) trading days up to and including the Last Trading Day of approximately HK\$[2.12] per Share;
- (e) a premium of approximately [105.66]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the ten (10) trading days up to and including the Undisturbed Date of approximately HK\$[1.94] per Share;
- (f) a premium of approximately [95.89]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the ten (10) trading days up to and including the Last Trading Day of approximately HK\$[2.04] per Share;

- (g) a premium of approximately [114.67]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the 30 trading days up to and including the Undisturbed Date of approximately HK\$[1.86] per Share;
- (h) a premium of approximately [112.80]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the 30 trading days up to and including the Last Trading Day of approximately HK\$[1.88] per Share;
- (i) a premium of approximately [102.58]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the 60 trading days up to and including the Undisturbed Date of approximately HK\$[1.97] per Share;
- (j) a premium of approximately [102.50]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the 60 trading days up to and including the Last Trading Day of approximately HK\$[1.98] per Share;
- (k) a premium of approximately [282.65]% over the audited consolidated net asset value of approximately HK\$[1.05] per Share, based on the audited consolidated net assets of the Company as at 31 December 2024 and the number of Shares in issue as at the date of this announcement; and
- (l) a premium of approximately [281.59]% over the unaudited consolidated net asset value of approximately HK\$[1.05] per Share, based on the unaudited consolidated net assets of the Company as at 30 June 2025 and the number of Shares in issue as at the date of this announcement.

The trading volume on the Last Trading Day was 1,484,800 Shares. The average daily trading volume over the twelve-month period immediately up to and including the Undisturbed Date was approximately 202,861 Shares. The share price of the Company traded up by approximately 19.05% on the Last Trading Day and up by approximately 24.38% between the Undisturbed Date and the Last Trading Day. In contrast, Hang Seng Index traded up by approximately 0.17% on the Last Trading Date and up by approximately 0.07% between the Undisturbed Date and the Last Trading Day.

The Share Offer Price has been determined on an arm's length commercial basis after taking into account, among other things, (i) the recent and historical prices of the Shares traded on the Stock Exchange; (ii) relevant trading comparable companies and precedent transactions; (iii) the most recent published financial information of the Company; and (iv) the historical financial performance of the Group.

LR14.58(5)

### Highest and lowest Share prices

During the six-month period immediately preceding and including the Undisturbed Date, the highest closing price of the Shares as quoted on the Stock Exchange was HK\$2.75 on 29 July 2025 and the lowest closing price of the Shares as quoted on the Stock Exchange was HK\$1.71 on 3 December 2025, 5 December 2025 and 8 December 2025.

During the six-month period immediately preceding and including the Last Trading Day, the highest closing price of the Shares as quoted on the Stock Exchange was HK\$2.75 on 29 July 2025 and the lowest closing price of the Shares as quoted on the Stock Exchange was HK\$1.71 on 3 December 2025, 5 December 2025 and 8 December 2025.

### Total Value of the Share Offer and the Option Offer

Assuming that (i) there is no change in the issued share capital of the Company from the date of this announcement and up to Completion; and (ii) no outstanding Share Options are exercised,

LR14.58(6)  
SFC 0106  
Q2, Q16

cancelled or lapsed, [772,787,887] Shares will be subject to the Share Offer and [7,632,600] outstanding Share Options will be subject to the Option Offer. In the case that the Share Offer and the Option Offer are accepted in full, (i) the maximum consideration payable by the Offeror for the Share Offer is valued at approximately HK\$[3,091.2] million and (ii) the maximum consideration payable by the Offeror for the cancellation of all outstanding Share Options under the Option Offer is valued at approximately HK\$[13.5] million. The total value of the Offers is approximately HK\$[3,104.7] million.

Assuming that (i) there is no change in the issued share capital of the Company (other than the allotment of and issue of the new Shares upon exercise of the outstanding Share Options) from the date of this joint announcement and up to Completion; (ii) all the Vested Unexercised Options and the [142,000] Unvested Options which are expected to vest on 1 March 2026 are exercised in full during the Offer Period; and (iii) all the [142,000] Unvested Options which are expected to vest on 1 March 2027 remain unvested during the Offer Period, [780,278,487] Shares will be subject to the Share Offer and [142,000] outstanding Share Options will be subject to the Option Offer. In the case that the Share Offer and the Option Offer are accepted in full, (i) the maximum consideration payable by the Offeror for the Share Offer is valued at approximately HK\$[3,121.1] million and (ii) the maximum consideration payable by the Offeror for the cancellation of all outstanding Share Options under the Option Offer is valued at approximately HK\$[0.3] million. The total value of the Offers is approximately HK\$[3,121.4] million.

### 3 FINANCIAL RESOURCES

The Offeror intends to finance and satisfy the total consideration payable under the Offers with its internal resources. Assuming that: (i) all holders of the Offer Shares (other than the [80,147,865] Post Top-Up Non-Accepting Shares and the [2,609,334] Trustee Ungranted Shares) accept the Share Offer in full; (ii) all the Vested Unexercised Options and the [142,000] Unvested Options which are expected to vest on 1 March 2026 are exercised in full during the Offer Period and all holders of such Share Options accept the Share Offer in full; (iii) all holders of the [142,000] Unvested Options which are expected to vest on 1 March 2027 accept the Option Offer in full; (iv) no new Shares will be issued and no new Share Options or RSA Shares will be granted during the Offer Period; and (v) there are no other changes to the relevant securities of the Company during the Offer Period, on the basis of the Share Offer Price of HK\$[4.00] per Offer Share and the Cancellation Price of HK\$[1.7665] per Share Option, the maximum consideration for the Offers will be approximately HK\$[2,790.3] million].

Citi, being the financial adviser to the Offeror in respect of the Offers, is satisfied that sufficient financial resources are available to the Offeror to satisfy its payment obligations upon full acceptance of the Offers.

### 4 CONDITIONS OF THE OFFERS

#### Conditions of the Share Offer

The Share Offer is conditional on the satisfaction or, if capable of being waived, waiver of the following Conditions:

- (a) valid acceptances of the Share Offer having been received (and not, where permitted, withdrawn) by 4:00 p.m. on the Closing Date in respect of such number of Offer Shares which would result in the Offeror holding not less than 60% of the voting rights in the Company as at the Closing Date (the “**Acceptance Condition**”); and

LR14.58(4)  
SFC 0106  
Q18

TC3.5(e)

- (b) the Shares remaining listed and traded on the Stock Exchange up to the Closing Date (or, if earlier, the Unconditional Date) save for any temporary suspension(s) of trading of the Shares and no indication being received on or before the Closing Date (or, if earlier, the Unconditional Date) from the SFC and/or the Stock Exchange to the effect that the listing of the Shares on the Stock Exchange is or is likely to be withdrawn; and
- (c) up to and including the time when the Acceptance Condition is satisfied, (i) no Relevant Authorities in any jurisdiction having taken or instituted any action, proceeding, suit, investigation or enquiry, or enacted or made or publicly proposed, and (ii) there having been no outstanding statute, regulation, demand or order, in each case which would make the Offers void, unenforceable or illegal or prohibit the implementation of the Offers or which would impose any material conditions, limitations or obligations with respect to the Offers; and
- (d) since the date of the last audited consolidated financial statements of the Company, there having been no material adverse change in the business, financials, trading positions or prospects (whether operational, legal or otherwise) of the Group, but excluding any of the foregoing arising out of, resulting from or attributable to: (i) changes in general conditions in the industries in which the Group operates; (ii) changes in political, economic, financial, tax, regulatory, market or general conditions, including changes in stock markets, interest rates, exchange rates or tariffs or changes in the prices of securities, raw materials or commodities; (iii) acts of civil unrest, civil disobedience, riots, looting, war, hostilities, military activity, terrorism, sabotage, cyberterrorism, cybercrime, data loss, data breach, sanction, embargo or other calamity or crisis (or any escalation or worsening of them); (iv) epidemics, pandemics, earthquakes, floods, tsunamis, hurricanes, volcanos, fires, tornadoes, weather conditions or other natural or manmade disasters; (v) changes in law, tax, regulation, government policy, accounting standards or practices, or changes in the interpretation or enforcement of them; (vi) the Offers, the announcement of the Offers or the change in control of the Company resulting from the Offers; and (vii) events or circumstances which have been fully disclosed in writing to the Offeror before the date of the Irrevocable Undertakings; and
- (e) since the date of this announcement, there having been no frustrating action taken by the Company or any member of the Group since the date of this announcement, unless with the written consent of the Offeror.

If the Acceptance Condition is not satisfied on the First Closing Date (i.e. the Acceptance Level on the First Closing Date falls below 60%), the Offeror will extend the First Closing Date to a date falling no less than 14 days after the First Closing Date. For the avoidance of doubt, the Offeror may exercise such right to extend the Closing Date in compliance with the Takeovers Code on more than one occasion.

SFC 0106  
Q3, Q4,  
Q19, Q20

The Condition set out in (a) above cannot be waived. The Offeror reserves the right to waive, in whole or in part, the Conditions set out in (b), (d) and (e) above and, to the extent it would not make the Offers illegal, the Condition set out in (c) above.

Pursuant to Note 2 to Rule 30.1 of the Takeovers Code, the Offeror may only invoke any or all of the Conditions (other than the Condition set out in (a) above) as a basis for not proceeding with the Offers if the circumstances which give rise to the right to invoke any of those Condition(s) are of material significance to the Offeror in the context of the Offers.

TC3.5(g)  
TC30.1  
Note 2

As at the date of this announcement, the Offeror and the Company are not aware of any circumstances which may result in the Condition set out in (c) above not being satisfied.

#### **Offers to remain open for at least 14 calendar days after the Unconditional Date**

In accordance with Rule 15.3 of the Takeovers Code, the Offeror must publish an announcement when the Share Offer becomes unconditional as to acceptances and when the Share Offer becomes or is declared unconditional in all respects. The Offers will remain open for acceptance for at least 14 calendar days after the Unconditional Date. Shareholders and Option Holders are reminded that the Offeror does not have any obligation to keep the Offers open for acceptance beyond this 14-day period.

TC15.3  
LR14.58(3)

### Conditions of the Option Offer

The Option Offer is conditional upon the Share Offer becoming or being declared unconditional in all respects (and not subsequently lapsed).

## 5 IRREVOCABLE UNDERTAKINGS

On [●] 2026, each of the following IU Shareholders entered into an Irrevocable Undertaking in favour of the Offeror, pursuant to which each IU Shareholder undertook to accept, or procure the acceptance of, the Share Offer in respect of the following Offer Shares in accordance with its respective terms:

TC3.5(c)(iii)  
TC3.5(f)

(a) [Advantech Capital Investment:

- (i) [24,568,400] Offer Shares (representing approximately [3.18]% of the total issued Shares); and
- (ii) the Advantech Shortfall Undertaking Shares, in the event that the Offeror has not received valid acceptances at or before 4:00 p.m. (Hong Kong time) on the First Closing Date which would result in the Acceptance Condition being met, and the Offeror extends the Share Offer to an Extended Closing Date;]

(b) Center Laboratories:

- (i) [143,756,490] Offer Shares (representing approximately [18.60]% of the total issued Shares); and
- (ii) the Center Laboratories Shortfall Undertaking Shares, in the event that the Offeror has not received valid acceptances at or before 4:00 p.m. (Hong Kong time) on the First Closing Date which would result in the Acceptance Condition being met, and the Offeror extends the Share Offer to an Extended Closing Date;

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(c) [Chengwei Evergreen Capital: [54,230,800] Offer Shares (representing approximately [7.02]% of the total issued Shares);]

(d) Vivo Capital: [103,245,000] Offer Shares (representing approximately [13.36]% of the total issued Shares);

(e) [other IU Shareholders (if any)]; and

(f) Vivo Suzhou: the Vivo Suzhou Shortfall Undertaking Shares, in the event that the Offeror has not received valid acceptances at or before 4:00 p.m. (Hong Kong time) on the First Closing Date which would result in the Acceptance Condition being met, and the Offeror extends the Share Offer to an Extended Closing Date.

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Q21

Assuming that none of the Shortfall Undertaking Shares (as defined below) will be tendered to accept the Share Offer, the other Undertaking Shares collectively represent an aggregate of approximately [42.16]% of the total issued Shares as at the date of this announcement. Assuming that all of the Shortfall Undertaking Shares will be tendered to accept the Share Offer in accordance

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Q22

with the terms of the respective Irrevocable Undertakings, the Undertaking Shares collectively represent an aggregate of [60.00]% of the total issued Shares as at the date of this announcement.

Key details of the Irrevocable Undertakings are summarised below:

**Acceptance Undertaking** Each IU Shareholder (other than Vivo Suzhou) has irrevocably undertaken to the Offeror to accept, or procure the acceptance of, the Share Offer in respect of their respective Undertaking Shares (other than the Shortfall Undertaking Shares) as soon as possible after the date of despatch of the Composite Document, and in any event, no later than the [seventh] Business Day after the despatch of the Composite Document.

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Q23

In the event that Offeror has not received valid acceptances at or before 4:00 p.m. (Hong Kong time) on the First Closing Date which would result in the Acceptance Condition being met, the Offeror extends the Share Offer to an Extended Closing Date and upon such extension:

- (a) Center Laboratories has irrevocably undertaken to the Offeror to accept or procure the acceptance of the Share Offer in respect of such number of Shares (the “**Center Laboratories Shortfall Undertaking Shares**”) as is equal to the lower of:
  - (i) five-elevenths (5/11) of the Shortfall Number (rounded up to the nearest integer); and
  - (ii) [77,201,510] Offer Shares (being the Center Laboratories Non-Accepting Shares as at the date of this announcement);
- (b) Vivo Suzhou has irrevocably undertaken to the Offeror to accept or procure the acceptance of the Share Offer in respect of such number of Shares (the “**Vivo Suzhou Shortfall Undertaking Shares**”) as is equal to the lower of:
  - (i) five-elevenths (5/11) of the Shortfall Number (rounded up to the nearest integer); and
  - (ii) [116,250,000] Offer Shares (being all the Offer Shares beneficially owned or otherwise controlled by Vivo Suzhou as at the date of this announcement); and
- (c) Advantech Capital Investment has irrevocably undertaken to the Offeror to accept or procure the acceptance of the Share Offer in respect of such number of Shares (the “**Advantech Shortfall Undertaking Shares**”, together with the Center Laboratories Shortfall Undertaking Shares and the Vivo Suzhou Shortfall Undertaking Shares, the



“**Shortfall Undertaking Shares**”) as is equal to the lower of:

- (i) one-eleventh (1/11) of the Shortfall Number (rounded up to the nearest integer); and
- (ii) [24,568,400] Offer Shares (being all the Offer Shares beneficially owned or otherwise controlled by Advantech Capital Investment as at the date of this announcement),

in each case, by not later than [3:00] p.m. on the [second] Business Day after the date of the First Results Announcement.

### **Non-Acceptance Undertaking**

#### ***Center Laboratories Non-Accepting Shares***

Other than the Center Laboratories Undertaking Shares, and except to the extent that Center Laboratories is required to accept, or procure the acceptance of, the Share Offer in respect of the Center Laboratories Shortfall Undertaking Shares pursuant to the terms of the Center Laboratories Irrevocable Undertaking, Center Laboratories irrevocably undertakes to the Offeror that Center Laboratories shall not, accept, or procure the acceptance of, the Share Offer in respect of any other Shares beneficially owned or controlled by Center Laboratories (being [77,201,510] Offer Shares, representing approximately [9.99]% of the total issued Shares) (the “**Center Laboratories Non-Accepting Shares**”).

#### ***Vivo Suzhou Non-Accepting Shares***

Except to the extent that Vivo Suzhou is required to accept, or procure the acceptance of, the Share Offer in respect of the Vivo Suzhou Shortfall Undertaking Shares pursuant to the terms of the Vivo Suzhou Irrevocable Undertaking, Vivo Suzhou irrevocably undertakes to the Offeror that Vivo Suzhou shall not, accept, or procure the acceptance of, the Share Offer in respect of any Shares beneficially owned or controlled by Vivo Suzhou (the “**Vivo Suzhou Non-Accepting Shares**”).

#### ***Advantech Non-Accepting Shares***

Other than the Advantech Undertaking Shares, and except to the extent that Advantech Capital Investment is required to accept, or procure the acceptance of, the Share Offer in respect of the Advantech Shortfall Undertaking Shares pursuant to the terms of the Advantech Irrevocable Undertaking, Advantech Capital Investment irrevocably undertakes to the Offeror that Advantech Capital Investment shall not, accept, or procure the acceptance of, the Share Offer in respect of any other Shares beneficially owned or controlled by Advantech Capital Investment (being [24,568,400] Offer Shares, representing approximately [3.18]% of the total issued Shares) (the “**Advantech Non-Accepting Shares**”).

### **No withdrawal**

Notwithstanding any withdrawal rights provided under the Takeovers Code or any withdrawal rights conferred pursuant to the terms of the Share Offer, the IU Shareholders will and will procure that any acceptance in respect of any of the respective Undertaking Shares are not withdrawn.

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Q24

**Termination**

The IU Shareholders' obligation to accept the Share Offer will lapse if,

- (a) the Offers are not announced within [three] Business Days after the date of execution of the Irrevocable Undertakings or such other date as the parties may agree in writing; or
- (b) the Offers lapse or are withdrawn without having become unconditional in all respects.

Save as set out above, the undertakings given in the Irrevocable Undertakings are unconditional.

**General Undertakings**

Each of the IU Shareholders also undertook to the Offeror that they will:

- (a) except pursuant to the Share Offer, not sell, transfer, charge, pledge, encumber, grant any option or right over or otherwise dispose of, or permit the same regarding all or any of their respective Shares or any interest in their respective Shares, or accept any other offer in respect of all or any of their respective Shares (whether conditionally or unconditionally) or enter into any transaction having a similar economic effect;
- (b) exercise (or, where relevant, procure the exercise of) all voting rights attaching to the Shares to enable the Share Offer to be unconditional and refrain from, and oppose the taking of, any action which might result in any condition of the Share Offer not being satisfied;
- (c) not acquire or subscribe for any Shares other than an interest in Shares deriving from the Shares of which they may become the registered holder or beneficial owner, or in which they may become so interested; and
- (d) not enter into any agreement or arrangement or allow to arise any obligation with any person, whether conditionally or unconditionally, to do any of the acts prohibited by the terms of the respective Irrevocable Undertaking which would or might restrict or impede the Share Offer becoming unconditional or their ability to comply with the undertaking.

**Post-Completion Undertakings**

***Transfer of the Shortfall Undertaking Shares***

If, immediately following Completion, the Completion Shareholding is above the number of Shares required to meet the Acceptance Condition, the Offeror irrevocably undertakes to sell to Center Laboratories, Vivo Suzhou and Advantech Capital Investment, and each of Center Laboratories, Vivo Suzhou and Advantech Capital Investment irrevocably undertakes to acquire, at the Share Offer Price, such number of Shares as is equal to:

- (a) in respect of Center Laboratories, the lower of: (i) the Center Laboratories Shortfall Undertaking Shares validly tendered to the Offeror under the Share Offer; and (ii) such number of Shares as is equal to five-elevenths (5/11) of the difference in number of Shares between the Completion Shareholding and the number of Shares required to meet the Acceptance Condition (the “**Acceptance Excess**”); (rounded down to the nearest integer).
- (b) in respect of Vivo Suzhou, the lower of: (i) the Vivo Suzhou Shortfall Undertaking Shares validly tendered to the Offeror under the Share Offer; and (ii) such number of Shares as is equal to five-elevenths (5/11) of the Acceptance Excess (rounded down to the nearest integer); and
- (c) in respect of Advantech Capital Investment, the lower of: (i) the Advantech Shortfall Undertaking Shares validly tendered to the Offeror under the Share Offer; and (ii) such number of Shares as is equal to one-eleventh (1/11) of the Acceptance Excess (rounded down to the nearest integer).

All of such transfers under paragraph (a) to (c) above shall be completed within [five] Business Days after Completion.

**Undertaking to Restore  
Public Float**

***Center Laboratories Irrevocable Undertaking***

If, immediately after Completion or (if applicable) the transfer stipulated in the paragraph headed “Post-Completion Undertakings” above, Center Laboratories (together with its close associates) would constitute a core connected person of the Company, Center Laboratories irrevocably undertakes to the Offeror that it shall at its own cost and expense, within such time period after Completion as permitted by the Stock Exchange to restore the “public float” of the Company without suspension of trading of the Shares, dispose of, or procure the disposal of, such number of Shares to one or more independent third parties through a placing arrangement (or otherwise as it decides in its sole discretion) to ensure that, immediately after the disposal, Center Laboratories (together with its close associates) will cease to be a core connected person of the Company and the Shares of which Center Laboratories (and its subsidiaries and close associates) held or controlled will be recognised as being “in public hands” under the Listing Rules.

***Vivo Suzhou Irrevocable Undertaking***

If, immediately after Completion or (if applicable) the transfer stipulated in the paragraph headed “Post-Completion Undertakings” above, the Company fails to meet the minimum “public float” requirement as prescribed under the Listing Rules, Vivo Suzhou undertakes to the Offeror that it shall at its own cost and expense, within such time period after Completion as permitted by the Stock Exchange to restore the “public float” of the Company without suspension of trading of the Shares, dispose of, or procure

the disposal of, up to such number of Shares as necessary to ensure that, immediately after such disposal, the remaining Shares held or controlled by Vivo Suzhou (and/or its subsidiaries and close associates) will be recognised as being “in public hands” under the Listing Rules (such Shares to be so disposed of, the “**Disposed Shares**”) to one or more independent third parties through a placing arrangement (or otherwise as it decides in its sole discretion), such that:

- (a) the Disposed Shares shall be recognised as being “in public hands” under the Listing Rules; and
- (b) the total number of Disposed Shares, together with (A) the Center Laboratories Non-Accepting Shares minus any Center Laboratories Shortfall Undertaking Shares in respect of which Center Laboratories is required to accept, or procure the acceptance, of the Share Offer pursuant to the terms of the Center Laboratories Irrevocable Undertaking and plus the number of Shares required to be transferred to Center Laboratories by the Offeror pursuant to the transfer in paragraph (a) of the paragraph headed “Post-Completion Undertakings”, and (B) the total number of all other Shares that are recognised as being “in public hands” under the Listing Rules, collectively, represent 25% of the total number of outstanding Shares immediately after Completion,

provided that, to the extent any action of any person (except Vivo Suzhou, its subsidiaries or close associates) after Completion results in any decrease in the number of Shares that are recognised as being “in public hands” under the Listing Rules, the number of Disposed Shares shall be reduced by the same number, and provided further that (i) the number of Disposed Shares shall in no event be greater than such number as would be sufficient for the purpose of restoring the minimum “public float” of the Company and (ii) Vivo Suzhou’s obligation shall be deemed as fully satisfied and discharged as soon as the minimum “public float” of the Company is restored for the first time after Completion.

## 6 MAINTENANCE OF THE LISTING STATUS OF THE COMPANY

The Offeror intends to maintain the listing of the Shares on the Stock Exchange following Completion. The directors of the Offeror and the new Director(s) to be appointed by the Offeror will jointly and severally undertake to the Stock Exchange that if, at Completion, the Company fails to comply with the requirements of Rule 13.32B of the Listing Rules, they will take appropriate steps to ensure the Company’s compliance with Rule 13.32B of the Listing Rules at the earliest possible moment.

The Stock Exchange has stated that if, at Completion:

- (a) the Stock Exchange believes that (i) a false market exists or may exist in the trading of the Shares; or (ii) an orderly market does not exist or may not exist, it will consider exercising its discretion to suspend trading in the Shares; and
- (b) the Company has a Significant Public Float Shortfall (as defined in Rule 13.32F of the Listing Rules), then (i) the Stock Exchange will add a designated marketer to the stock name of the Shares; and (ii) the Stock Exchange will cancel the listing of the Shares if the Company fails to re-comply with Rule 13.32B of the Listing Rules for a continuous period of 18 months from the commencement of the Significant Public Float Shortfall.

## 7 OTHER INFORMATION

As at the date of this announcement:

- |     |   |                                  |
|-----|---|----------------------------------|
| (a) | [save as disclosed under the section headed "SHAREHOLDING STRUCTURE OF THE COMPANY" in this announcement and subject to the holdings of the members of the Citi group presumed to be acting in concert with the Offeror (if any), none of the Offeror and the Offeror Concert Parties owns, controls or has direction over any voting rights or rights over Shares or otherwise holds convertible securities, warrants or options or securities exchangeable into Shares; | TC3.5(c)(i), (ii), (iv)          |
| (b) | subject to the holdings of the members of the Citi group presumed to be acting in concert with the Offeror (if any), none of the Offeror and any of the Offeror Concert Parties has entered into any outstanding derivative in respect of securities in the Company;  | TC3.5(d)                         |
| (c) | save as disclosed in the section headed "IRREVOCABLE UNDERTAKINGS" in this announcement, none of the Offeror and the Offeror Concert Parties has received any irrevocable commitment(s) to accept or reject the Offers;   | TC3.5(c)(iii)                    |
| (d) | save as disclosed under the section headed "IRREVOCABLE UNDERTAKINGS" in this announcement, there is no arrangement (whether by way of option, indemnity or otherwise) of the kind referred to in Note 8 to Rule 22 of the Takeovers Code in relation to the shares of the Offeror or the Company and which might be material to the Offers;  | TC3.5(f)<br>TC Rule 22<br>Note 8 |
| (e) | there is no agreement or arrangement to which the Offeror is a party that relates to circumstances in which it may or may not invoke or seek to invoke a pre-condition or condition of the Offers;  | TC3.5(g)                         |
| (f) | subject to the borrowing and lending of the members of the Citi group presumed to be acting in concert with the Offeror (if any), none of the Offeror and the Offeror Concert Parties has borrowed or lent any relevant securities (as defined under Note 4 to Rule 22 of the Takeovers Code) of the Company;   | TC3.5(h)                         |
| (g) | the Offers do not involve or otherwise relate to a sale (directly or indirectly) by a vendor of Shares;   | TC3.5(i)                         |
| (h) | save as disclosed under the section headed "IRREVOCABLE UNDERTAKINGS" in this announcement, there is no understanding, arrangement, agreement or special deal between (1) any Shareholder; and (2)(a) the Offeror and any of the Offeror Concert Parties; or (2)(b) the Company, its subsidiaries or associated companies;  | TC3.5(j)<br>SFC 0112<br>Q2       |
| (i) | none of the Offeror and the Offeror Concert Parties had dealt in any Shares, convertible securities, warrants or options of the Company or any derivatives in respect of relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company during the  | SFC 0106<br>Q26                  |

six months preceding the commencement of the Offer Period and up to the date of this announcement;

- (j) [details of holdings, borrowings or lendings of, and dealings in, the Shares or any other relevant securities of the Company held by or entered into by members of the Citi group (except in respect of Shares held by exempt principal traders or exempt fund managers or Shares held on behalf of non-discretionary investment clients), if any, will be obtained as soon as possible after this announcement has been made in accordance with Note 1 to Rule 3.5 of the Takeovers Code]. A further announcement will be made if the holdings, borrowings or lendings of the members of the Citi group are significant and in any event, such information will be disclosed in the Composite Document. Notwithstanding that connected exempt principal traders within the Citi group are not acting in concert with Offeror, Shares held by any such connected exempt principal traders must not be assented to the Share Offer until the Share Offer becomes or is declared unconditional as to acceptances in accordance with the requirements of Rule 35.3 of the Takeovers Code, unless (i) the relevant connected exempt principal trader holds the Shares as a simple custodian for and on behalf of non-discretionary clients, and (ii) there are contractual arrangements in place between the relevant connected exempt principal trader and its clients that strictly prohibit the relevant connected exempt principal trader from exercising any discretion over the relevant Shares, and all instructions shall originate from the client only, and if no instructions are given, then no action shall be taken on the relevant Shares held by the relevant connected exempt principal trader; and
- (k) any dealings in the Shares during the six months preceding the commencement of the Offer Period and since the commencement of the Offer Period to the latest practicable date prior to the despatch of the Composite Document by members of the Citi group (other than dealings in Shares by members of the Citi group who are exempt principal traders or exempt fund managers or dealings in the Shares by members of the Citi group for the account of non-discretionary investment clients of the Citi group) will be disclosed in the Composite Document and pursuant to Rule 22 of the Takeovers Code.

## 8 SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, the Company has:

- (a) a total of [772,787,887] Shares in issue, out of which there are;
  - (i) [30,023,789] outstanding Vested RSA Shares in respect of which the full amount of the Grant Consideration has not been received by the Company; and
  - (ii) [14,957,825] Unvested RSA Shares;
- (b) [7,632,600] outstanding Share Options, comprising (i) [7,348,600] Vested Unexercised Options; and (ii) [284,000] Unvested Options; and
- (c) save for the securities set out in paragraphs (a) to (b), the Company does not have any outstanding options, warrants, derivatives or convertible rights affecting the Shares.

Set out in the table below is the shareholding structure of the Company (a) as at the date of this announcement; and (b) immediately following Completion, assuming that: (i) only the IU Shareholders tender their acceptances in respect of the Undertaking Shares (including the Shortfall Undertaking Shares tendered pursuant to the terms of the respective Irrevocable Undertakings) to the Offeror; (ii) the Company does not issue new Shares; (iii) no outstanding Share Options are exercised; and (iv) no RSA Shares are transferred to the relevant RSA Holders in accordance with

the terms and conditions of the relevant RSA Plan between the date of this announcement and Completion. Please see details of the Irrevocable Undertakings and the Undertaking Shares in the section headed “IRREVOCABLE UNDERTAKINGS” in this announcement.

	As at the date of this announcement <sup>(1)</sup>		Immediately following Completion <sup>(1)(2)</sup>	
	Number of Shares	Number of Shares as a percentage of total number of Shares in issue (%)	Number of Shares	Number of Shares as a percentage of total number of Shares in issue (%)
<b>(A) Offeror and the Offeror Concert Parties<sup>(1)</sup></b>				
Offeror	—	—	[463,672,735]	[60.00]
[Offeror Concert Party]	[—]	[—]	[—]	[—]
<b>(A) Sub-total</b>	<b>[—]</b>	<b>[—]</b>	<b>[463,672,735]</b>	<b>[60.00]</b>
<b>(B) IU Shareholders</b>				
Advantech Capital Investment <sup>(4)</sup>	[49,136,800]	[6.36]	[12,034,577]	[1.56]
Center Laboratories <sup>(5)</sup>	[220,958,000]	[28.59]	[14,532,399]	[1.88]
Chengwei Evergreen Capital <sup>(6)</sup>	[54,230,800]	[7.02]	[—]	[—]
Vivo Capital <sup>(8)</sup>	[103,245,000]	[13.36]	[—]	[—]
Vivo Suzhou <sup>(7)</sup>	[116,250,000]	[15.04]	[53,580,889]	[6.93]
<b>(B) Sub-total</b>	<b>[543,820,600]</b>	<b>[70.37]</b>	<b>[80,147,865]</b>	<b>[10.37]</b>
<b>(C) Trustees<sup>(9)</sup></b>	<b>[47,590,948]</b>	<b>[6.16]</b>	<b>[47,590,948]</b>	<b>[6.16]</b>
<b>(D) Other Public Shareholders</b>	<b>[181,376,339]<sup>(9)</sup></b>	<b>[23.47]<sup>(9)</sup></b>	<b>[181,376,339]</b>	<b>[23.47]</b>
<b>Total</b>	<b>[772,787,887]</b>	<b>100.00</b>	<b>[772,787,887]</b>	<b>100.00</b>

## Notes:

- (1) Citi is the financial adviser to the Offeror in respect of the Offers. Accordingly, Citi and persons controlling, controlled by or under the same control as Citi (except exempt principal traders and exempt fund managers, in each case recognised by the Executive as such for the purpose of the Takeovers Code) are presumed to be acting in concert with the Offeror in relation to the Company in accordance with class (5) of the definition of “acting in concert” under the Takeovers Code.

*[[As at date of this announcement, members of the Citi group do not legally or beneficially own, control or have direction over any Shares (except in respect of Shares held by exempt principal traders or exempt fund managers, in each case recognised by the Executive as such for the purposes of the Takeovers Code and also excluding Shares held on behalf of non-discretionary investment clients of the Citi group)]/ [Details of holdings, borrowings or lendings of, and dealings in, the Shares or any other relevant securities of the Company held by or entered into by members of the Citi group (except in respect of Shares held by exempt principal traders or exempt fund managers or Shares held on behalf of non-discretionary investment clients), if any, will be obtained as soon as possible after this announcement has been made in accordance with Note 1 to Rule 3.5 of the Takeovers Code]]. A further announcement will be made if the holdings, borrowings or lendings of the members of the Citi group are significant and in any event, such information will be disclosed in the Composite Document.*

*The statements in this announcement as to the holdings, borrowings, lendings of, or dealings in, the Shares or any other relevant securities of the Company by the Offeror Concert Parties are subject to the holdings, borrowings, lendings or dealings (if any) of the members of the Citi group presumed to be acting in concert with the Offeror.*

- (2) Assuming that (a) no public Shareholders have tendered their acceptance in respect of the Share Offer and (b) only the IU Shareholders have tendered their acceptances in respect of the Undertaking Shares (not taking into account

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the Shortfall Undertaking Shares) to the Offeror, the Shortfall Number would be [137,872,043] Shares. In this case, each of Center Laboratories, Vivo Suzhou and Advantech Capital Investment will be required under their respective Irrevocable Undertakings to tender for acceptances in respect of [62,669,111], [62,669,111] and [12,533,823] Shortfall Undertaking Shares, respectively. The table sets out the remaining number of Shares to be held by Center Laboratories, Vivo Suzhou and Advantech Capital Investment following Completion after tendering the maximum number of Shortfall Undertaking Shares (the “**Post Top-Up Non-Accepting Shares**”).

- (3) Advantech Capital Investment, an exempted company with limited liability incorporated under the laws of Cayman Islands, directly holds [49,136,800] Shares. Advantech Capital Investment is wholly owned by Advantech Capital II Master Investment Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands, which is in turn wholly owned by Advantech Capital II L.P., a private equity fund incorporated under the laws of the Cayman Islands. The general partner of Advantech Capital II L.P. is Advantech Capital Partners II Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands. Advantech Capital Partners II Limited is wholly owned by Mr. Pang Kee Chan Hebert. By virtue of Part XV of the SFO, Advantech Capital II Master Investment Limited, Advantech Capital II L.P., Advantech Capital Partners II Limited and Mr. Pang Kee Chan Hebert are deemed to have an interest in the Shares held by Advantech Capital Investment.
- (4) Center Laboratories directly holds [213,311,700] Shares, and BioEngine Technology Development Inc. directly holds [7,646,300] Shares. BioEngine Technology Development Inc. is a company incorporated in Taiwan with limited liability and is a wholly-owned subsidiary of Center Laboratories. By virtue of Part XV of the SFO, Center Laboratories is deemed to have an interest in the Shares held by BioEngine Technology Development Inc..
- (5) Chengwei Evergreen Capital directly holds [54,230,800] Shares. Chengwei Evergreen Capital is a venture capital fund incorporated under the laws of the Cayman Islands. The general partner of Chengwei Evergreen Capital is Chengwei Evergreen Management, LLC, a limited liability company incorporated under the laws of the Cayman Islands. By virtue of Part XV of the SFO, Chengwei Evergreen Management, LLC is deemed to have an interest in the Shares held by Chengwei Evergreen Capital.
- (6) Vivo Suzhou directly holds [116,250,000] Shares. Vivo Suzhou is a limited partnership organised under the laws of the PRC. The general partner of Vivo Suzhou is Suzhou Vivo Management Consulting Partnership (Limited Partnership), which is a limited partnership organised under the laws of the PRC. By virtue of Part XV of the SFO, Suzhou Vivo Management Consulting Partnership (Limited Partnership) is deemed to have an interest in the Shares held by Vivo Suzhou.
- (7) Vivo Capital Fund VIII, L.P. directly holds [90,718,100] Shares, and Vivo Capital Surplus Fund VIII, L.P. directly holds [12,526,900] Shares. Both Vivo Capital Fund VIII, L.P. and Vivo Capital Surplus Fund VIII, L.P. (collectively, “**Vivo Capital**”) are limited partnerships organised under the laws of the State of Delaware of the United States. The general partner of Vivo Capital is Vivo Capital VIII, LLC, which is registered in the State of Delaware of the United States. Vivo Capital LLC, registered in the State of California of the United States, serves as the management company of Vivo Capital and has a form of advisory agreement with Vivo Capital VIII, LLC. By virtue of Part XV of the SFO, Vivo Capital VIII, LLC and Vivo Capital LLC are deemed to have an interest in the Shares held by Vivo Capital.
- (8) Teeroy Limited and Tricor Trust (Hong Kong) Limited have been appointed by the Company to, among others, hold the RSA Shares for the benefit of the relevant RSA Holders under the 2020 Restricted Share Award Scheme and/or the 2024 Restricted Share Award Scheme.
- (9) For the avoidance of doubt, as at the date of this announcement, Advantech Capital Investment, Chengwei Evergreen Capital and the Trustees are regarded as public shareholders of the Company in accordance with Rule 8.24 of the Listing Rules. [181,376,339] Shares, representing [23.47]% of the total number of Shares in issue, are held by the other public shareholders of the Company, other than Advantech Capital Investment, Chengwei Evergreen Capital and the Trustees.
- (10) All percentages in this table are approximations. This table has been prepared assuming that no new Shares will be issued after the date of this announcement.
- (11) As at the date of this announcement, no Shares are held by any of the Directors.

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## 9 INFORMATION ON THE OFFEROR

As at the date of this announcement, [save in respect of interests in Shares or other securities of the Company held by the members of the Citi group presumed to be acting in concert with the Offeror (if any),] the Offeror and the Offeror Concert Parties are [not interested in any Shares or other securities of the Company].

TC3.5(b)  
LR14.58(2)



The Offeror is an exempt company with limited liability incorporated in the Cayman Islands, the shares of which are listed on the Main Board (stock code: 2268). The Offeror is an investment holding company. The Offeror Group is principally engaged in provision of comprehensive contract research, development and manufacturing organisation services, including discovery, process development and Good Manufacturing Practice manufacturing for bioconjugates, monoclonal antibody intermediates and payload-linkers associated with bioconjugates.

As at the date of this announcement, WuXi Biologics directly holds approximately [50.72%] of the total issued shares capital of the Offeror.

## 10 INFORMATION ON WUXI BIOLOGICS

LR14.58(2)

WuXi Biologics is an exempt company with limited liability incorporated in the Cayman Islands, the shares of which are listed on the Main Board (stock code: 2269). WuXi Biologics is an investment holding company. WuXi Biologics and its subsidiaries are a contract research, development and manufacturing organisation offering end-to-end solutions for biologics discovery, development and manufacturing. WuXi Biologics is the parent company of the Offeror. As disclosed in the interim report of WuXi Biologics for the six months ended 30 June 2025 and the disclosure of interests forms available on the Stock Exchange website, no person is deemed to be interested in 30% or more of the total issued share capital of WuXi Biologics.

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## 11 INFORMATION ON THE GROUP

LR14.60(2)

The Company is a company incorporated in Hong Kong with limited liability, the Shares of which are listed on the Main Board (stock code: 1875). The Company is an investment holding company. The Group is principally engaged in research and development, manufacturing, and marketing of anti-tumor drugs, contract development and manufacturing organization/contract manufacture organization business and license-out of self-developed biological drugs in the PRC.

The table below sets out a summary of the audited consolidated financial results of the Group for the financial years ended 31 December 2023 and 2024, and the unaudited consolidated financial results of the Group for the six months ended 30 June 2024 and 2025, as extracted from the Company's financial reports for the corresponding financial periods:

LR14.58(7)

	For the year ended 31 December (RMB'000)		For the six months ended 30 June (RMB'000)	
	2024	2023	2025	2024
Revenue	1,098,329	780,629	489,140	520,603
Profit/(loss) before income tax	34,757	(37,756)	4,062	31,559
Profit/(loss) for the year/period	34,757	(37,757)	4,062	31,559
Net assets	729,655	686,686	731,682	729,655

As at 30 June 2025, the unaudited net assets of the Group were approximately RMB 731,682,000 (equivalent to approximately HK\$[810,081,708]).

LR14.58(6)

## 12 REASONS FOR AND BENEFITS OF THE OFFERS

LR14.58(8)

The Share Offer presents an opportunity for Shareholders to monetise their investment for cash at an attractive premium over the prevailing price of the Shares. The Share Offer Price of HK\$[4.00]

per Offer Share represents a premium of approximately [114.67]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the 30 trading days up to and including the Undisturbed Date or a premium of approximately [102.58]% over the average of the closing prices of the Shares as quoted on the Stock Exchange for the 60 trading days up to and including the Undisturbed Date.

The Share Offer is also a unique opportunity for Shareholders to monetise their holdings in a low liquidity stock with the average daily trading volume of Shares for the 12-month period up to and including the Undisturbed Date for approximately 202,861 Shares per day, representing only approximately 0.03% of the total number of issued Shares as at the Undisturbed Date. The low trading liquidity of the Shares could make it difficult for Shareholders to execute substantial on-market disposals without adversely affecting the price of the Shares and also make it difficult for Shareholders to dispose of a large number of Shares when any event that has an adverse impact on the price of the Shares occurs.

The Share Offer therefore provides an opportunity for Shareholders to realise their investment in the Company at a premium without suffering any discount due to low trading liquidity and redeploy the proceeds from accepting the Share Offer into other investment opportunities.

The Offeror holds the view that the Company constitutes a suitable opportunity via which the Offeror is able to advance and gain access to additional operational manufacturing capacity in China. By means of the Offers, the Offeror intends to augment its operational manufacturing capacities. This transaction is also in alignment with the Offeror's ongoing business development plan, serving to further enrich its project portfolio and expand its customer base. The transaction will enable the Offeror to further consolidate its leading market position in the antibody drug conjugate contract development and manufacturing organisation sector.

## **13 INTENTION OF THE OFFEROR IN RELATION TO THE GROUP**

Upon Completion, the Company will become a subsidiary of the Offeror and WuXi Biologics, and the financial results of the Group will be consolidated into the financial statements of the Offeror Group and WuXi Biologics, respectively.

Save as disclosed above and the proposed changes to the composition of the Board as set out below, as at the date of this announcement, the Offeror has no plans to make any major changes to the current business operations of the Group, including any redeployment of the fixed assets of the Company, or to introduce any major changes in the management or the continued employment of the employees of the Group as a result of the Offers. Following Completion, the Offeror will continuously review the operations of the Group and the Offeror reserves the right to make any changes it deems necessary or appropriate to the Group's business and operations to optimise the value of the Group.

### **Proposed changes to the composition of the Board**

As at the date of this announcement, the Board comprises five Directors in total, with one executive Director, one non-executive Director and three independent non-executive Directors. The Offeror intends to nominate new Director(s) with effect from the earliest time permitted under the Takeovers Code and any such appointment will be made in compliance with the Takeovers Code and the Listing Rules.

As at the date of this announcement, the Offeror has not decided on the candidate(s) to be nominated. Further announcement(s) will be made by the Company regarding changes in the Board composition as and when appropriate.

## 14 OTHER TERMS OF THE OFFERS

### Completion

The latest time on which the Offeror can declare the Offers unconditional as to acceptances is 7:00 p.m. on the 60th day after the posting of the Composite Document (or such later date to which the Executive may consent).

LR14.58(3)

If all the Conditions are satisfied or, if capable of being waived, waived, Shareholders will be notified by way of an announcement in accordance with the Takeovers Code and the Listing Rules as soon as practicable thereafter.

### No dividends or distributions

The Company confirms that as at the date of this announcement, (i) it does not have outstanding dividends which have been declared but not yet paid; and (ii) it does not have any intention to declare or pay any future dividend, distributions or return of capital during the Offer Period.

If, after the date of this announcement until the Closing Date (both dates inclusive), any dividend, distribution and/or return of capital is announced, declared, made or paid in respect of the Shares, the Offeror shall reduce the Share Offer Price by an amount equal to that dividend, distribution and/or return of capital paid or made by the Company in respect of each Offer Share to which Shareholders who accept or have accepted the Share Offer, and, unless otherwise specified or the context otherwise requires, any reference in this announcement, the Composite Document or any other announcement or document in relation to the Offers to the Share Offer Price will be deemed to be a reference to the Share Offer Price as so reduced. A reduction will only apply to those Offer Shares in respect of which the Offeror will not be entitled to the relevant dividend, distribution and/or return of capital.

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### Effect of accepting the Offers

Subject to fulfilling and/or waiving (if waivable) the Conditions, provided that valid acceptance forms and relevant certificate(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) are complete and valid pursuant to Note 1 to Rule 30.2 of the Takeovers Code and have been received by the share registrar of the Company, Tricor Investor Services Limited, by accepting the Offers, acceptance of:

LR14.60(1)

- (a) the Share Offer by any person will constitute a warranty by that person to the Offeror that the Offer Shares sold by that person to the Offeror are fully paid and will be acquired free from all liens, claims, charges, equities and encumbrances, rights of pre-emption and any other third-party rights of any nature and together with all rights, benefits and entitlements attaching to them at the Closing Date, or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, the record date of which is on or after the Closing Date; and
- (b) the Option Offer by any Option Holder will constitute a warranty by that person to the Offeror and the Company that they approve the cancellation of their Share Options and all rights attached thereto with effect from the Closing Date.

Acceptance of the Offers will be irrevocable and will not be capable of being withdrawn, except as permitted under the Takeovers Code.

### Stamp duty

The seller's ad valorem stamp duty (rounded up to the nearest HK\$1.00) arising in connection with the acceptance of the Share Offer amounting to 0.1% of the amount payable in respect of relevant acceptances by the Shareholders, or (if higher) the market value of the Shares as determined by

the Collector of Stamp Revenue under the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong), will be deducted from the cash amount payable to the relevant Shareholders who accept the Share Offer. The Offeror will arrange for payment of the seller's ad valorem stamp duty on behalf of accepting Shareholders and pay the buyer's ad valorem stamp duty in connection with the acceptances of the Share Offer.

No stamp duty is payable in connection with the acceptances of the Option Offer.

#### **Settlement of the Share Offer and the Option Offer**

Settlement of the consideration payable by the Offeror in respect of acceptances of the Share Offer and the Option Offer will be made in cash as soon as possible and in any event no later than seven (7) Business Days after the later of: (a) the date of receipt of a completed and valid acceptance of the Share Offer or the Option Offer (as the case maybe) or (b) the Unconditional Date. Relevant documents evidencing title must be received by or on behalf of the Offeror to render the acceptance of the Share Offer complete, valid and in compliance with Note 1 to Rule 30.2 of the Takeovers Code.

Fractions of a cent will not be paid and the amount of cash consideration payable to a Shareholder who accepts the Share Offer or Option Holder who accepts the Option Offer will be rounded up to the nearest cent.

## **15 OVERSEAS SHAREHOLDERS AND OPTION HOLDERS**

### **General**

To the extent practicable and permissible under applicable laws and regulations, the Offeror intends to make the Share Offer available to all Shareholders and the Option Offer available to all Option Holders, including those who are citizens, residents or nationals of a jurisdiction outside Hong Kong. The making and the implementation of the Offers to Shareholders and Option Holders (as the case maybe) with a registered address outside or otherwise not residing in Hong Kong may be subject to the laws of the relevant overseas jurisdictions in which they are resident. Overseas Shareholders and Option Holders who are citizens, residents or nationals of a jurisdiction outside Hong Kong should observe any applicable legal or regulatory requirements and, where necessary, seek legal advice.

It is the sole responsibility of any overseas Shareholder and Option Holder who wishes to accept the relevant Offer to satisfy that person as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the relevant Offer (including the obtaining of any governmental or other consent which may be required or compliance with other necessary formalities and the payment of any transfer or other taxes due by that person in respect of such jurisdictions).

Any acceptance by any overseas Shareholders and Option Holders will be deemed to constitute a representation and warranty from such person to the Offeror, the Company and their respective advisers, including Citi, that those relevant local laws and regulatory requirements have been complied with. Overseas Shareholders and Option Holders should consult their professional advisers if in doubt.

If the receipt of the Composite Document by overseas Shareholders and Option Holders is prohibited by any applicable laws and regulations or may only be effected upon compliance with conditions or requirements in such overseas jurisdictions that would be unduly burdensome, subject to the Executive's consent, the Composite Document may not be despatched to such overseas Shareholders and Option Holders. In those circumstances, the Offeror will apply for any waivers as

may be required by the Executive pursuant to Note 3 to Rule 8 of the Takeovers Code at that time. In granting any such waiver, the Executive will be concerned to see that all material information in the Composite Document is made available to those overseas Shareholders and Option Holders. If any such waiver is granted by the Executive, the Offeror and the Company reserve the right to make alternative arrangements in respect of the overseas Shareholders and Option Holders in relation to the Offers. The Executive may or may not grant the waiver.

#### **Notice to U.S. investors**

The Share Offer will be made for the securities of a company incorporated in Hong Kong and is subject to Hong Kong disclosure and other procedural requirements, which are different from those of the United States. In addition, U.S. holders of Shares should be aware that this document has been prepared in accordance with Hong Kong format and style, which differs from United States format and style. The Share Offer will be extended to the United States pursuant to the applicable U.S. tender offer rules, in particular, Regulation 14E promulgated pursuant to the U.S. Securities Exchange Act of 1934 (the “**U.S. Exchange Act**”) or an available exemption therefrom and otherwise in accordance with the requirements of the SFO. Accordingly, the Share Offer will be subject to certain Hong Kong disclosure and other procedural requirements, including with respect to payment and settlement procedures, which may differ from those applicable under U.S. domestic tender offer procedures and law.

The receipt of cash pursuant to the Share Offer by a U.S. holder of Shares may be a taxable transaction for U.S. federal income tax purposes and under applicable state and local, as well as foreign and other tax laws. Each holder of Shares is urged to consult the person’s independent professional adviser immediately regarding the tax consequences of acceptance of the Share Offer.

It may be difficult for U.S. holders of Shares to enforce their rights and any claims arising out of the U.S. federal securities laws, since the Offeror and the Company are located in a country other than the United States, and some or all of their respective officers and directors may be residents of a country other than the United States. In addition, most of the assets of the Offeror and the Group are located outside the United States. U.S. holders of Shares may not be able to bring a claim against a non-U.S. company or its officers or directors in a non-U.S. court for any violations of the securities laws of the United States. Further, it may be difficult for U.S. holders of Shares to effect service of process within the United States upon the Offeror or the Company or their respective officers or directors or to enforce against them a judgment of a U.S. court predicated upon the federal or state securities laws of the United States.

In accordance with normal Hong Kong practice and pursuant to Rule 14e-5(b) of the U.S. Exchange Act, the Offeror hereby discloses that it or its affiliates or its nominees, or their respective brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Shares outside of the United States, other than pursuant to the Share Offer, before or during the period in which the Share Offer remains open for acceptance. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices, provided that: (i) any such purchase or arrangement complies with applicable law and is made outside the United States; and (ii) if applicable, the Share Offer Price is increased to match any consideration paid in any such purchase or arrangement. Any information about such purchases will be reported to the SFC and, to the extent made public by the SFC, will be available on the SFC website at [www.sfc.hk](http://www.sfc.hk).

## **16 INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER**

An Independent Board Committee, comprising all the independent non-executive Directors who have no direct or indirect interest in the Offers, namely Ms. Hui SUN, Mr. Qing ZHANG and Dr.

Xuelin GU, has been established in accordance with Rules 2.1 and 2.8 of the Takeovers Code to advise and give a recommendation to the Shareholders and Option Holders as to whether the Offers are fair and reasonable and as to the acceptance of the Offers. Dr. Weidong LIU, the non-executive Director, is also the managing director of Vivo Capital and was involved in the discussion and/or negotiation of the terms and conditions of the Offers. To avoid any possible conflict of interest, Dr. Weidong LIU would not be part of the Independent Board Committee.

The Company will appoint the Independent Financial Adviser of the Company with the approval of the Independent Board Committee to advise the Independent Board Committee in respect of the Offers and, in particular, as to whether the Offers are fair and reasonable and as to the acceptance of the Offers. The letter of advice from the Independent Financial Adviser as to whether the Offers are fair and reasonable and as to the acceptance of the Offers will be included in the Composite Document. A further announcement will be made after the Independent Financial Adviser has been appointed.

## 17 GENERAL

### Taxation advice

Shareholders and Option Holders are recommended to consult their own professional advisers as to the taxation implications of accepting or rejecting the Offers (as the case may be). None of the Offeror, the Offeror Concert Parties, the Company, Citi, the Independent Financial Adviser and (as the case may be) their respective ultimate beneficial owners, directors, officers, employees, advisers, agents or associates or any other person involved in the Offers accepts responsibility for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Offers.

### Despatch of Composite Document

The Offeror and the Company intend to combine the offer document with the offeree board circular from the Company in the Composite Document. The Composite Document containing, among other things: (i) details of the Offers (including the expected timetable); (ii) a letter of advice from the Independent Board Committee to the Shareholders and Option Holders in respect of the Offers; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee in relation to the Offers; and (iv) the relevant forms of acceptance and transfer to the Shareholders and the Option Holders as soon as practicable and in any event no later than 21 days after the date of this announcement or such later date as the Executive may approve.

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Further announcement(s) regarding the despatch of the Composite Document will be made by the Offeror and the Company as and when appropriate.

### Disclosure of dealings in the Shares

In accordance with Rule 3.8 of the Takeovers Code, associates of the Company and the Offeror (as defined under the Takeovers Code, including persons who own or control 5% or more of any class of relevant securities issued by the Company) are reminded to disclose their dealings in any securities of the Company pursuant to Rule 22 of the Takeovers Code. In accordance with Rule 3.8 of the Takeovers Code, the full text of Note 11 to Rule 22 of the Takeovers Code is reproduced below:

#### ***“Responsibilities of stockbrokers, banks and other intermediaries***

*Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations*

*attaching to associates of an offeror or the offeree company and other persons under Rule 22 and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant Rules. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any 7 day period is less than \$1 million.*

*This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.*

*Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation."*

## 18 POSSIBLE MAJOR ACQUISITION FOR THE OFFEROR

The making of the Offers, the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer constitute a transaction for the Offeror under Chapter 14 of the Listing Rules. As the highest applicable percentage ratio under Rule 14.07 of the Listing Rules in respect of the Offers exceeds 25% but is less than 100%, the making of the Offers, the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer constitute a major transaction for the Offeror under Chapter 14 of the Listing Rules and is therefore subject to the requirements of notification, announcement, circular and approval from the WuXi XDC Shareholders.

As at the date of this joint announcement, WuXi Biologics is the controlling shareholder of the Offeror directly holding [635,484,500] shares in Offeror (representing approximately [50.63]% of the total issued share capital of the Offeror). The Offeror has obtained a written shareholders' approval from WuXi Biologics on [●] January 2026 for the making of the Offers, and the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer. To the best of the knowledge, information and belief of the Offeror's directors having made all reasonable enquiries, none of the WuXi XDC Shareholders has a material interest in the Offers and accordingly, no WuXi XDC Shareholder is required to abstain from voting if the Offeror were to convene a shareholders' meeting for approving the Offers. Pursuant to Rule 14.44(2) of the Listing Rules, in lieu of holding a general meeting of the WuXi XDC Shareholders, a WuXi XDC Shareholders' written approval has been obtained from WuXi Biologics on [●] January 2026. Accordingly, no shareholders' meeting will be held by the Offeror to approve the Offers.

LR14.60(5)

[A circular containing, among other things, [(i) further details of the Offers, the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer; and (ii) the recommendations from the directors of the Offeror in respect of the Offers], is expected to be despatched to the WuXi XDC Shareholders on or before [●] February 2026 for their information (or such later date as permitted by the Stock Exchange).

LR14.60(7)

[To the best of the knowledge, information and belief of the directors of the Offeror, having made all reasonable enquiries, the Shareholders and their respective ultimate beneficial owners are third parties independent of the Offeror and its connected persons.]

LR14.58(3)

For the considerations set out in the section headed "REASONS FOR AND BENEFITS OF THE OFFERS", the directors of the Offeror believe that the terms of the Share Offer are fair and reasonable and in the interests of the WuXi XDC Shareholders as a whole.

LR14.58(8)

## 19 POSSIBLE DISCLOSEABLE TRANSACTION FOR WUXI BIOLOGICS

The making of the Offers, the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer constitute a transaction for WuXi Biologics under Chapter 14 of the Listing Rules. As the highest applicable percentage ratio under Rule 14.07 of the Listing Rules in respect of the Offers exceeds 5% but is less than 25%, the making of the Offers, the acquisition of the Offer Shares pursuant to the Share Offer and the cancellation of the Share Options pursuant to the Option Offer by the Offeror constitute a discloseable acquisition for WuXi Biologics under Chapter 14 of the Listing Rules and is therefore subject to the notification and announcement requirements but is exempt from circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

[To the best of the knowledge, information and belief of the directors of WuXi Biologics, having made all reasonable enquiries, the Shareholders and their respective ultimate beneficial owners are third parties independent of WuXi Biologics and its connected persons.]

LR14.58(3)

For the considerations set out in the section headed "REASONS FOR AND BENEFITS OF THE OFFERS", the directors of WuXi Biologics believe that the terms of the Share Offer are fair and reasonable and in the interests of the shareholders of WuXi Biologics as a whole.

LR14.58(8)

## 20 WARNING

**Shareholders, Option Holders and potential investors of the Company should note that Completion is subject to the Conditions being satisfied or, if capable of being waived, waived and therefore the Offers may or may not become unconditional and may or may not be completed. Accordingly, the issue of this announcement does not imply that the Offers will be made or will be completed.**

**Shareholders and Option Holders are reminded to read the Composite Document, including the recommendations of the Independent Board Committee and the advice of the Independent Financial Adviser in respect of the Offers, before deciding whether or not to accept the Offers applicable to them, respectively.**

**Shareholders, Option Holders and potential investors of the Company are advised to exercise caution when dealing in the Shares and other securities of the Company. If Shareholders, Option Holders and potential investors are in any doubt about their positions, they should consult their professional advisers.**

## 21 RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from 9:00 a.m. on 29 December 2025 (Hong Kong time) pending the publication of this announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on [●] (Hong Kong time).

## 22 DEFINITIONS

Unless the context requires otherwise, the following expressions will have the meanings set out below in this announcement:

<b>"2020 Restricted Share Award Scheme"</b>	the 2020 restricted share award scheme adopted by the Company on 29 May 2020 and subsequently amended, further
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	details of which are disclosed in the section headed “Directors’ Report – 2020 Restricted Share Award Scheme” of the 2024 annual report of the Company and the supplemental announcement of the Company dated 31 December 2025
<b>“2024 Restricted Share Award Scheme”</b>	the 2024 restricted share award scheme adopted by the Company on 26 June 2024 and subsequently amended, further details of which are disclosed in the section headed “Directors’ Report – 2024 Restricted Share Award Scheme” of the 2024 annual report of the Company and the supplemental announcement of the Company dated 31 December 2025
<b>“Acceptance Condition”</b>	has the meaning set out in the section headed “CONDITIONS OF THE OFFERS – Conditions of the Share Offer”
<b>“Acceptance Excess”</b>	has the meaning set out in the section headed “IRREVOCABLE UNDERTAKINGS”
<b>“Acceptance Level”</b>	has the meaning set out in the section headed “IRREVOCABLE UNDERTAKINGS”
<b>“Administration Committee”</b>	the sub-committee of the Board delegated with the power and authority by the Board to administer the 2020 Restricted Share Award Scheme and the 2024 Restricted Share Award Scheme respectively
<b>“Advantech Capital Investment”</b>	Advantech Capital Investment V Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands, which is indirectly wholly owned by Advantech Capital II L.P., whose general partner is Advantech Capital Partners II Limited, which is wholly owned by Mr. Pang Kee Chan Hebert.
<b>“Advantech Irrevocable Undertaking”</b>	the irrevocable undertaking dated [●] January 2026 given by Advantech Capital Investment in favour of the Offeror
<b>“Advantech Non-Accepting Shares”</b>	has the meaning set out in the section headed “IRREVOCABLE UNDERTAKINGS”
<b>“Advantech Shortfall Undertaking Shares”</b>	has the meaning set out in the section headed “IRREVOCABLE UNDERTAKINGS”
<b>“Advantech Undertaking Shares”</b>	the Offer Shares to be tendered for acceptance of the Share Offer pursuant to the Advantech Irrevocable Undertaking
<b>“Board”</b>	the board of Directors
<b>“Business Day”</b>	a day on which the Stock Exchange is open for the transaction of business
<b>“Cancellation Price”</b>	being the price payable by or on behalf of the Offeror in cash to the Option Holders under the Option Offer, calculated as the “see through” price of each Share Option, as set out in the section headed “PRINCIPAL TERMS OF THE OFFERS – Option Offer”
<b>“Center Laboratories”</b>	Center Laboratories, Inc., a company incorporated in Taiwan with limited liability, the shares of which are listed on the Taipei Exchange (stock code: 4123)

<b>“Center Laboratories Irrevocable Undertaking”</b>	the irrevocable undertaking dated [●] January 2026 given by Center Laboratories in favour of the Offeror
<b>“Center Laboratories Non-Accepting Shares”</b>	has the meaning set out in the section headed “IRREVOCABLE UNDERTAKINGS”
<b>“Center Laboratories Shortfall Undertaking Shares”</b>	has the meaning set out in the section headed “IRREVOCABLE UNDERTAKINGS”
<b>“Center Laboratories Undertaking Shares”</b>	the Offer Shares to be tendered for acceptance of the Share Offer pursuant to the Center Laboratories Irrevocable Undertaking
<b>“Chengwei Evergreen Capital”</b>	Chengwei Evergreen Capital, L.P., a venture capital fund incorporated under the laws of the Cayman Islands, whose general partner is Chengwei Evergreen Management, LLC, a limited liability company incorporated under the laws of the Cayman Islands
<b>“Citi”</b>	Citigroup Global Markets Asia Limited (花旗環球金融亞洲有限公司), a company incorporated in Hong Kong with limited liability and licensed under the SFO to carry on Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts), Type 6 (advising on corporate finance) and Type 7 (providing automated trading services) regulated activities, the financial adviser to the Offeror in relation to the Offers
<b>“Closing Date”</b>	the First Closing Date or (if so extended) any Extended Closing Date
<b>“Company”</b>	BioDLink International Company Limited (東曜藥業股份有限公司), a company incorporated in Hong Kong with limited liability, the Shares of which are listed on the Main Board (stock code: 1875)
<b>“Completion”</b>	the close of the Offers
<b>“Completion Shareholding”</b>	the number of Shares held by the Offeror immediately following Completion
<b>“Composite Document”</b>	the composite offer and response document to be jointly issued by the Offeror and the Company to the Shareholders and Option Holders in connection with the Offers in accordance with the Takeovers Code
<b>“Conditions”</b>	the conditions of the Share Offer, as set out in the section headed “CONDITIONS OF THE OFFERS – Conditions of the Share Offer” in this announcement
<b>“Director”</b>	a director of the Company
<b>“Disposed Shares”</b>	has the meaning set out in the section headed “IRREVOCABLE UNDERTAKINGS”

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<b>“Executive”</b>	the Executive Director of the Corporate Finance Division of the SFC or any delegate(s) of the Executive Director
<b>“Extended Closing Date”</b>	any subsequent closing date after the First Closing Date as and may be announced by the Offeror in accordance with the Takeovers Code and approved by the Executive
<b>“First Closing Date”</b>	the date to be stated in the Composite Document as the first closing date of the Share Offer and Option Offer
<b>“First Results Announcement”</b>	the announcement to be jointly published by the Offeror and the Company relating to the results of the Share Offer on the First Closing Date
<b>“Grant Consideration”</b>	the consideration to be paid by the RSA Holders to the Company in order to ensure the vesting of their respective RSA Shares
<b>“Group”</b>	the Company and its subsidiaries
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China
<b>“Independent Board Committee”</b>	the independent committee of the Board, comprising all the independent non-executive Directors who have no direct or indirect interest in the Offers, namely, Ms. Hui SUN, Mr. Qing ZHANG and Dr. Xuelin GU, to give a recommendation to the Shareholders and the Option Holders on whether the terms of the Offers are fair and reasonable and as to acceptance of the Offers
<b>“Independent Financial Adviser”</b>	the independent financial adviser to be appointed by the Company after approval by the Independent Board Committee for the purpose of advising the Independent Board Committee regarding the terms of the Offers and as to acceptance of the Offers
<b>“Irrevocable Undertakings”</b>	the irrevocable undertakings given by Vivo Capital and Chengwei Evergreen Capital separately in favour of the Offeror, the Advantech Irrevocable Undertaking, the Center Laboratories Irrevocable Undertaking and the Vivo Suzhou Irrevocable Undertaking, each dated [●] January 2026
<b>“IU Shareholders”</b>	Vivo Capital, Center Laboratories, Advantech Capital Investment, Chengwei Evergreen Capital and Vivo Suzhou
<b>“Last Trading Day”</b>	[24 December 2025], being the last trading day of the Shares on the Stock Exchange prior to this announcement;
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange
<b>“Main Board”</b>	the Main Board of the Stock Exchange
<b>“Offer Period”</b>	has the meaning ascribed to it in the Takeovers Code which commenced on [●] January 2026 (being the date of this

	announcement) and ends on the date on which the Offers close, lapse or are withdrawn
<b>“Offer Shares”</b>	all Shares in issue, other than those already owned or agreed to be acquired by the Offeror and the Offeror Concert Parties, including the RSA Shares
<b>“Offeror”</b>	WuXi XDC Cayman Inc. (藥明合聯生物技術有限公司)*, an exempted company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board (stock Code: 2268).
<b>“Offeror Concert Parties”</b>	any parties acting, or presumed to be acting, in concert with the Offeror under the definition of “acting in concert” in the Takeovers Code, including Citi (except members of the Citi group which are exempt principal traders or exempt fund managers, in each case recognised by the Executive as such for the purposes of the Takeovers Code)
<b>“Offeror Group”</b>	the Offeror and its subsidiaries
<b>“Offers”</b>	the Share Offer and the Option Offer
<b>“Option Holders”</b>	holders of the Share Options
<b>“Option Offer”</b>	the offer to be made by Citi for and on behalf of the Offeror in compliance with Rule 13 of the Takeovers Code and Practice Note 6 to the Takeovers Code to cancel all the outstanding Share Options at the Cancellation Price and in accordance with the terms and conditions set out in the Composite Document
<b>“Post Top-Up Non-Accepting Shares”</b>	has the meaning set out in the section headed “SHAREHOLDING STRUCTURE OF THE COMPANY”
<b>“PRC”</b>	the People’s Republic of China and, for the purpose of this announcement, excluding Hong Kong, Macao Special Administrative Region of the People’s Republic of China
<b>“Relevant Authorities”</b>	any government, governmental, quasi-governmental, statutory or regulatory authority, body, agency, tribunal, court or institution
<b>“RMB”</b>	Renminbi, the lawful currency of the PRC
<b>“RSA”</b>	the conditional right awarded to a grantee to acquire the RSA Share(s) upon vesting pursuant to the RSA Plans
<b>“RSA Holders”</b>	persons who have received a grant of RSA Shares under any of the RSA Plans
<b>“RSA Plans”</b>	collectively, (i) 2020 Restricted Share Award Scheme and (ii) 2024 Restricted Share Award Scheme
<b>“RSA Share(s)”</b>	the Share(s) granted under the 2020 Restricted Share Award Scheme or the 2024 Restricted Share Award Scheme (as the case may be), whether vested or unvested and allotted and issued (or to be allotted and issued) to any of the Trustees and not already transferred to the relevant RSA Holders in

	accordance with the terms and conditions of the relevant RSA Plan as at the date of this announcement
<b>“RSA Vesting Conditions”</b>	the vesting conditions of the RSA Shares, pursuant to the terms and conditions of the RSA Plans
<b>“SFC”</b>	the Securities and Futures Commission of Hong Kong
<b>“SFO”</b>	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
<b>“Share(s)”</b>	the issued ordinary share(s) of the Company
<b>“Shareholder(s)”</b>	the registered holder(s) of the Share(s)
<b>“Share Offer”</b>	the voluntary conditional cash offer by Citi for and on behalf of the Offeror to acquire the Offer Shares at the Share Offer Price and in accordance with the terms and conditions set out in the Composite Document
<b>“Share Offer Price”</b>	the price at which the Share Offer will be made, being HK\$[4.00] per Offer Share
<b>“Share Option”</b>	an outstanding Share Option, whether vested or unvested, representing one Share, granted by the Company pursuant to the Share Option Scheme as at the date of this announcement
<b>“Share Option Scheme”</b>	the pre-IPO share option scheme adopted by the Company on 20 February 2013 and subsequently amended, further details of which are disclosed on in the section headed “Directors’ Report – Pre-IPO Share Option Scheme” of the 2024 annual report of the Company and the supplemental announcement of the Company dated 31 December 2025
<b>“Shortfall Number”</b>	the difference between (i) the number of Shares required to result in the Acceptance Condition being met; and (ii) the aggregate number of Shares validly tendered to the Offeror (and not withdrawn) with respect to the Share Offer as at 4:00 p.m. (Hong Kong Time) on the First Closing Date, as disclosed in the First Results Announcement
<b>“Shortfall Undertaking Shares”</b>	has the meaning set out in the section headed “IRREVOCABLE UNDERTAKINGS”
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited
<b>“Takeovers Code”</b>	the Hong Kong Code on Takeovers and Mergers
<b>“Trustees”</b>	collectively, <ul style="list-style-type: none"> <li>(i) Teeroy Limited (<b>“Teeroy”</b>), the trustee appointed by the Company to assist with the administration and vesting of the RSA Shares and which hold the RSA Shares for the benefit of the RSA Holders under the 2020 Restricted Share Award Scheme and/or the 2024 Restricted Share Award Scheme; and</li> <li>(ii) Tricor Trust (Hong Kong) Limited (<b>“Tricor”</b>), the trustee appointed by the Company to assist with the</li> </ul>

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administration and vesting of the RSA Shares and which holds the RSA Shares for the benefit of the RSA Holders under the 2020 Restricted Share Award Scheme and/or the 2024 Restricted Share Award Scheme

<b>“Trustee Unallocated Shares”</b>	has the meaning set out in the section headed “RSA Plans and the Trustees”
<b>“Trustee Ungranted Shares”</b>	has the meaning set out in the section headed “RSA Plans and the Trustees”
<b>“U.S.” or “United States”</b>	the United States of America
<b>“US\$”</b>	United States dollar, the lawful currency of the United States
<b>“Unconditional Date”</b>	the date on which the Offers become or are declared unconditional in all respects
<b>“Undertaking Shares”</b>	the Offer Shares that are subject to the Irrevocable Undertakings to accept, or procure the acceptance of, the Share Offer in accordance with the respective terms of the Irrevocable Undertakings
<b>“Undisturbed Date”</b>	[22 December 2025], being the last trading day before there were irregular trading volumes and price movements in the Shares
<b>“Unvested Options”</b>	Share Options which have not vested, being [284,000] Share Options as at the date of this announcement
<b>“Unvested RSA Shares”</b>	RSA Shares which have not vested on or before the date of this announcement
<b>“Vested RSA Shares”</b>	RSA Shares in respect of which the RSA Vesting Condition has been satisfied and accordingly, have vested, but not already transferred to the relevant RSA Holders in accordance with the terms and conditions of the relevant RSA Plan as at the date of this announcement
<b>“Vested Unexercised Options”</b>	Share Options which have vested but have not been exercised by the relevant Option Holders, being [7,348,600] Share Options as at the date of this announcement
<b>“Vivo Capital”</b>	collectively, (i) Vivo Capital Fund VIII, L.P. and (ii) Vivo Capital Surplus Fund VIII, L.P. (each a limited partnership organised under the laws of the State of Delaware of the United States), whose general partner is Vivo Capital VIII, LLC and whose management company is Vivo Capital LLC
<b>“Vivo Suzhou”</b>	Vivo (Suzhou) Health Industry Investment Fund (Limited Partnership), a limited partnership organised under the laws of the PRC, whose general partner is Suzhou Vivo Management Consulting Partnership (Limited Partnership), which is a limited partnership organised under the laws of the PRC
<b>“Vivo Suzhou Irrevocable Undertaking”</b>	the irrevocable undertaking dated [●] 2026 given by Vivo Suzhou in favour of the Offeror

<b>“Vivo Suzhou Non-Accepting Shares”</b>	has the meaning set out in the section headed “IRREVOCABLE UNDERTAKINGS”
<b>“Vivo Suzhou Shortfall Undertaking Shares”</b>	has the meaning set out in the section headed “IRREVOCABLE UNDERTAKINGS”
<b>“WuXi Biologics”</b>	WuXi Biologics (Cayman) Inc. (藥明生物技術有限公司)*, an exempted company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board (stock Code: 2269), the controlling shareholder of the Offeror
<b>“WuXi XDC Shareholders”</b>	holders of the WuXi XDC Shares
<b>“WuXi XDC Shares”</b>	ordinary shares in the issued share capital of the Offeror
<b>“%”</b>	per cent.

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\* For identification purposes only

*For the purpose of illustration only, amounts denominated in RMB have been translated into HK\$ at the exchange rate of HK\$1 to RMB[0.90322], based on [the central parity rate published by the People’s Bank of China on its website on 31 December 2025]. Such translations should not be construed as a representation that the relevant amounts have been, could have been, or could be converted at that or any other rate or at all.*

By order of the board of  
directors of  
**WuXi Biologics  
(Cayman) Inc.**  
[•]  
Director

By order of the board of  
directors of  
**WuXi XDC Cayman Inc.**  
[•]  
Director

By order of the board of directors  
of  
**BioDlink International Company  
Limited**  
[•]  
Chairman

Hong Kong, China [date] January 2026

*As at the date of this announcement, the Board comprises Mr. Shan FU as executive Director; Dr. Weidong LIU as non-executive Director; and Ms. Hui SUN, Mr. Qing ZHANG and Dr. Xuelin GU as independent non-executive Directors.*

*The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than the information relating to the Offeror and the Offeror Concert Parties and WuXi Biologics) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the directors of the Offeror and the directors of WuXi Biologics) have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.*

*As at the date of this announcement, the board of the Offeror comprises Dr. Jincai LI, Mr. Jerry Jingwei ZHANG and Mr. Xiaojie XI as executive directors; Dr. Zhisheng CHEN, Dr. Jijie GU and Ms. Ming SHI as non-executive directors; and Dr. Ulf GRAWUNDER, Mr. Kenneth Walton HITCHNER III and Mr. Hao ZHOU as independent non-executive directors.*

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*The directors of the Offeror jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than information relating to the Group and WuXi Biologics) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the Directors or the directors of WuXi Biologics in their capacity as such) have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.*

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*As at the date of this announcement, the board of WuXi Biologics comprises Dr. Zhisheng CHEN and Dr. Sherry Xuejun GU as executive directors; Dr. Ge LI, Mr. Yanling CAO and Ms. Jingwen MIAO as non-executive directors; and Mr. William Robert KELLER, Mr. Kenneth Walton HITCHNER III, Mr. Jackson Peter TAI and Dr. Jue CHEN as independent non-executive directors.*

LR2.14

*The directors of WuXi Biologics jointly and severally accept full responsibility for the accuracy of the information relating to WuXi Biologics contained in this announcement and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement by them in their capacity as such have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.*

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*In the event of any inconsistency, the English text of this announcement will prevail over the Chinese text.*