



Name: Yiping James Li

Position: Director

Date: 19 OCT 2020

结构性合约终止协议

本终止协议（“本协议”）由以下各方于2020年【7】月【28】日在上海市签订：

（1）上海药明巨诺生物科技有限公司，一家依照中国法律设立的有限责任公司，地址为中国（上海）自由贸易试验区美盛路227号41#楼二层C部位（“药明巨诺”）；

（2）上海炬明医疗技术有限公司，一家依照中国法律设立的有限责任公司，地址为中国（上海）自由贸易试验区中科路702号4幢2楼H区（“上海炬明”）；

（3）赵玮，一位中国公民，其身份证号码：310107197905072821。

（本协议中，以上各方分别称为“一方”，合称为“各方”）

鉴于，各方中的一方、双方或多方于2017年11月2日签订了以下协议及/或文件：

（1）赵玮与药明巨诺、上海炬明签订了《股权质押协议》与《独家购买权协议》；

（2）赵玮与药明巨诺签订了《借款协议》；

（3）赵玮向药明巨诺出具《授权委托书》。

（以上协议及/或文件合称“结构性合约”）

现各方拟终止结构性合约，并停止结构性合约的执行。赵玮拟与高星签署《上海炬明医疗技术有限公司之股权转让协议》（“《股权转让协议》”），根据该协议，赵玮持有的上海炬明50%的股权，对应出资额人民币50万元将以人民币50万元的对价转让予高星。其后，高星及其配偶、药明巨诺和上海炬明中的一方、双方或多方拟签署《股权质押协议》、《独家购买权协议》、《借款协议》、《授权委托书》和《同意函》（“高星结构性合约”）。

因此，各方愿意接受本协议的法律约束，并特此达成如下协议：

1. 各方同意，结构性合约于本协议生效之日（“终止日”）起终止，结构性合约已履行的部分各方均予以接受不再返回原状亦不存在补偿问题，尚未履行的部分自终止日起均不再履行。各方确认，截至终止日，各方就结构性合约的履行不存在任何纠纷、诉讼或争议。
2. 各方同意解除《股权质押协议》项下的股权质押，并同意采取一切必要行动配合该等股权质押登记的注销。如该等股权质押的工商注销登记相关手续预计无法在2020年6月30日前完成，则各方同意在工商登记机关受理该等股权质押注销登记申请后即签署《股权转让协议》，并同日签署本协议、高星结构性合约及相关文件。

3. 各方确认并同意，自结构性合约终止日起，除本协议另有约定外，结构性合约的任何条款均不再有效，各方不再受该等条款的约束。尽管有前述规定，但是，结构性合约中有关保密义务、通知、违约责任、管辖法律和争议解决的条款在结构性合约终止后应继续有效，并对各方具有充分的约束力。
4. 本协议经各方正式签署/盖章后生效，并对各方具有约束力。
5. 本协议的订立、生效、履行、修改、解释和终止均适用中国法律。本协议项下发生的及与本协议有关的任何争议应由各方协商解决，如争议产生后三十（30）天内各方无法达成一致意见的，则该争议应提交中国国际经济贸易仲裁委员会，依据提交仲裁时该委员会有效的仲裁规则在上海进行仲裁，仲裁的结果是终局性的，对各方均有约束力。
6. 本协议一式三（3）份，每一方各持一（1）份，每份具有同等的法律效力。

（本页以下无正文）

(本页无正文，为《结构性合约终止协议》签章页)

上海药明巨诺生物科技有限公司 (盖章)


签字: _____
姓名: YIPING JAMES LI
职位: 法定代表人



(本页无正文，为《结构性合约终止协议》签章页)

赵玮

本人/授权代理人签字：

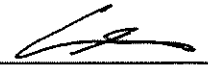


(本页无正文，为《结构性合约终止协议》签章页)

上海炬明医疗技术有限公司 (盖章)

签字: _____
姓名: 吕晶
职位: 法定代表人





Name: Yiping James Li

Position: Director

Date: 19 OCT 2020

独家业务合作协议补充协议
Supplemental Agreement to Exclusive Business Cooperation Agreement

本独家业务合作协议补充协议（“本补充协议”）由以下双方于2020年7月29日在中华人民共和国（“中国”）上海市签署。

This Supplemental Agreement to Exclusive Business Cooperation Agreement (the “Supplemental Agreement”) is made and entered into by and between the following parties on July 29, 2020 in Shanghai, the People’s Republic of China (“China” or the “PRC”).

甲方： 上海药明巨诺生物科技有限公司
地址： 中国（上海）自由贸易试验区美盛路 227 号 41#楼二层 C 部位

Party A: JW Therapeutics (Shanghai) Co., Ltd.
Address: Part C, 2nd Floor, Building 41, No. 227, Meisheng Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

乙方： 上海炬明医疗技术有限公司
地址： 中国（上海）自由贸易试验区中科路 702 号 4 幢 2 楼 H 区

Party B: Shanghai Ju Ming Medical Technology Co., Ltd.
Address: Area H, 2nd Floor, Building 4, No. 702 Zhongke Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 双方于 2017 年 11 月 2 日签署《独家业务合作协议》（“原协议”），根据该协议，甲方同意利用其技术、人员和资源优势，在原协议期间向乙方提供有关主营业务的独家技术开发、支持、咨询和其他相关服务，乙方同意接受甲方或其指定方按该协议条款的规定提供的各种服务；

Parties entered into the Exclusive Business Cooperation Agreement (the “Original Agreement”) on November 2, 2017, according to which, Party A agreed to provide Party B with technical development, technical support, management consultation and other related services on an exclusive basis in relation to the Principal Business during the term of the Original Agreement, utilizing its advantages in technology, team, and resources, and Party B agreed to accept such services provided by Party A or Party A's designee(s), each on the terms set forth therein;

(B) 双方拟对原协议中的未尽事宜进行补充约定。

Parties proposes to make supplementary agreement on some unmentioned matters in the Original Agreement.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, the Parties have reached the following agreements:

1. 关于原协议的修订和补充

Amendments and supplements to the Original Agreement

1.1 增加下述内容为原协议第 1.5 条：

Adding the following content as Clause 1.5 of the Original Agreement:

双方同意，本协议项下甲方向乙方提供的服务亦适用于乙方的子公司和后续设立、收购或实际控制的子公司，乙方应促使其子公司及后续控制的子公司根据本协议约定行使权利并履行义务。

Parties agree that the services provided by Party A to Party B under this Agreement also apply to Party B's subsidiaries and the subsidiaries subsequently established, acquired or actual controlled by Party B. Party B shall procure such subsidiaries to exercise their rights and perform their obligations in accordance with this Agreement.

1.2 增加下述内容为原协议第 3.3 条：

Adding the following content as Clause 3.3 of the Original Agreement:

乙方不得对外签署任何与甲方及其被指定方签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突（甲方有权单方决定该等利益冲突是否产生），则乙方应在甲方或其被指定方同意的前提下尽可能及时采取措施予以消除。

Party B shall not sign any documents that have conflict of interests with legal documents such as agreements that are executed and under performance by Party A and Party A's designee(s), or make relevant commitments; Party B shall not cause any conflict of interests between Party B and Party A and Party A's shareholder(s) by way of acts or inactions. If such conflict of interests arises (Party A has the right to decide whether such conflict of interest arises unilaterally), then Party B shall take measures to eliminate such conflict of interests as soon as possible with the consent of Party A or Party A's designee(s).

1.3 增加下述内容为原协议第 4.3 条：

Adding the following content as Clause 4.3 of the Original Agreement:

在乙方的注册股东发生死亡、丧失行为能力、结婚、离婚或发生其他可能影响其持有乙方股权的情况下，注册股东的继承人（包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母）或当时持有乙方股权的股东或受让人将被视为本协议的签署一方，继承/承担其在本协议下的所有权利与义务。

In the event of death, incapacity, marriage, divorce or other circumstances that may affect the equity holding of Party B's registered shareholders, Party B's registered shareholders' heirs (including their spouse, children, parents, siblings, grandparents, grandparents in law) or the shareholders or transferees holding the equity of Party B at that time will be regarded as the signing party of this Agreement, inheriting/asserting all their rights and obligations under this Agreement.

甲、乙双方分别向另一方保证，一旦中国法律允许甲方可以直接持有且甲方决定持有乙方的股权并且甲方可以合法从事乙方的业务，双方将在甲方要求的时限内解除本协议。

Each of Party A and Party B hereby warrants to the other party that once PRC law allows Party A to directly hold, Party A decides to hold Party B's equity directly and Party A can legally conduct Party B's business, both parties will cancel this Agreement within the time limit required by Party A.

1.4 原协议第 6.2 条变更为:

Clause 6.2 of the Original Agreement shall be amended as:

因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果在任何一方要求通过协商解决争议后三十（30）天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会（上海国际仲裁中心），由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的，对双方均有约束力。仲裁庭可以就乙方的股权权益、资产或物业权益裁定赔偿或抵偿甲方因本协议其他方当事人的违约行为而对甲方造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令乙方破产清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括乙方注册成立地的法院、或乙方或甲方主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对于乙方的股权权益或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适

当情形下作出裁定或判决给予提起仲裁的一方以临时救济以支持仲裁的进行，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within thirty (30) days after any party requesting for resolving the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties. The arbitral tribunal may rule to compensation Party A for losses caused to Party A due to breach of contract by other parties by Party B's equity interests, assets or property rights, may make compulsory relief to Party A by ruling mandatory transfer of related business or asset, and may order Party B go bankrupt and liquidation. After the arbitration award takes effect, either party has the right to apply to the courts with jurisdiction to enforce the arbitration award. If necessary, the arbitration institution may adjudicate the breaching party immediately to stop the breach or may rule that the breaching party shall not engage in actions that may lead to further expansion of the losses suffered by Party A before making a final ruling on the disputes. Courts in Hong Kong, the Cayman Islands or other jurisdictions (including the court where Party B is incorporated or the courts where Party B or Party A's main assets are located shall be considered to have jurisdiction) also may grant or enforce the award of the arbitral tribunal, and may adjudicate or adopt interim relief over Party B's equity interest or property rights, and may also make a ruling or judgment while waiting for the formation of an arbitral tribunal or other appropriate circumstances to grant temporary relief to the party who initiated the arbitration to support the arbitration, such as ruling the breaching party to stop the breach immediately or ruling that the breaching party shall not conduct the behavior that may lead to further expansion of the losses suffered by Party A.

2. 关于本补充协议

Matters in relation to this Supplemental Agreement

2.1. 本补充协议中使用的术语，如未另行定义，应具有原协议中定义的含义。

Capitalized Terms used in this Supplemental Agreement, if not otherwise defined, shall have the meaning defined in the Original Agreement.

- 2.2. 本补充协议是对原协议的补充，本补充协议生效后，即成为原协议不可分割的组成部分，与原协议具有同等法律效力。本补充协议未约定的事项，依照原协议的约定执行。

This Supplemental Agreement is a supplement to the Original agreement. After taking effect, this Supplemental Agreement shall become an integral part of the Original Agreement and have the same legal effect as the Original Agreement. Matters not stipulated in this Supplemental Agreement shall comply with the Original Agreement.

- 2.3. 除本补充协议中明确所作的修改或补充外，原协议的其余部分应完全继续有效。

Except for the amendments or supplemental agreements made explicitly in this Supplemental Agreement, the rest of the Original Agreement shall remain fully valid.

- 2.4. 本补充协议一式贰份，甲乙双方各执一份，每份具有同等法律效力，自双方签署之日起生效。

This Supplemental Agreement is made in two copies with the same legal effect, each Party having one copy, and shall become effective upon execution by the Parties.

本页其余部分刻意留为空白
The Remainder of this page is intentionally left blank

有鉴于此，双方已使得经其授权的代表于文首所述日期签署了本独家业务合作协议补充协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Supplemental Agreement to Exclusive Business Cooperation Agreement as of the date first above written.


甲方： 上海药明巨诺生物科技有限公司
Party A: JW Therapeutics (Shanghai) Co., Ltd.



签署/By 
姓名/Name: YIPING JAMES LI
职位/Title: 法定代表人/Legal Representative

乙方： 上海炬明医疗技术有限公司
Party B: Shanghai Ju Ming Medical Technology Co., Ltd.



签署/By 
姓名/Name: LV Jing
职位/Title: 法定代表人/Legal Representative



Name: Yiping James Li

Position: Director

Date: 19 OCT 2020

独家业务合作协议补充协议（二）
Supplemental Agreement (II) to Exclusive Business Cooperation Agreement

本独家业务合作协议补充协议（二）（“本补充协议”）由以下双方于2020年9月15日在中华人民共和国（“中国”）上海市签署。

This Supplemental Agreement (II) to Exclusive Business Cooperation Agreement (the “Supplemental Agreement”) is made and entered into by and between the following parties on Sep 15, 2020, in Shanghai, the People’s Republic of China (“China” or the “PRC”).

甲方： 上海药明巨诺生物科技有限公司
地址： 中国（上海）自由贸易试验区美盛路 227 号 41#楼二层 C 部位

Party A: JW Therapeutics (Shanghai) Co., Ltd.
Address: Part C, 2nd Floor, Building 41, No. 227, Meisheng Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

乙方： 上海炬明医疗技术有限公司
地址： 中国（上海）自由贸易试验区中科路 702 号 4 幢 2 楼 H 区

Party B: Shanghai Ju Ming Medical Technology Co., Ltd.
Address: Area H, 2nd Floor, Building 4, No. 702 Zhongke Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 双方于 2017 年 11 月 2 日签署《独家业务合作协议》、于 2020 年 7 月 29 日签署《独家业务合作协议补充协议》（合称“原协议”），根据该协议，甲方同意利用其技术、人员和资源优势，在原协议期间向乙方提供有关主营业务的独家技术开发、支持、咨询和其他相关服务，乙方同意接受甲方或其指定方按该协议条款的规定提供的各种服务；

Parties entered into the Exclusive Business Cooperation Agreement on November 2, 2017, the Supplemental Agreement to Exclusive Business Cooperation Agreement on July 29, 2020 (collectively, the “Original Agreement”), according to which, Party A agreed to provide Party B with technical development, technical support, management consultation and other related services on an exclusive basis in relation to the Principal Business during the term of the Original Agreement, utilizing its advantages in technology, team, and resources, and Party B agreed to accept such services provided by Party A or Party A's designee(s), each on the terms set forth therein;



(B) 双方拟对原协议中的未尽事宜进行补充约定。

Parties proposes to make supplementary agreement on some unmentioned matters in the Original Agreement.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, the Parties have reached the following agreements:

1. 关于原协议的修订和补充

Amendments and supplements to the Original Agreement

增加下述内容为原协议第 2.1.3 条：

Adding the following content as Clause 2.1.3 of the Original Agreement:

双方同意，本协议项下服务费应包括乙方及乙方的子公司和后续设立、收购或实际控制的子公司（合称“乙方及子公司”）接受甲方服务而需支付的服务费，应根据第 2.1.1 的约定设定为合理价格，并应包括扣除乙方及子公司过往财政年度的任何累计亏损、营运成本、开支、税项及其他法定供款之后的利润总额的 100%。

Parties agree that the service fee shall include the fee paid by Party B and Party B's subsidiaries and the subsidiaries subsequently established, acquired or actual controlled by Party B (collectively, the "Party B and its subsidiaries") for the service provided by Party A, and shall be at a reasonable level in accordance with Clause 2.1.1 and shall consist of 100% of the total consolidated profit of Party B and its subsidiaries, after deduction of any accumulated deficit in respect of the preceding financial year(s), operating costs, taxes and other statutory contributions.

2. 关于本补充协议

Matters in relation to this Supplemental Agreement

2.1. 本补充协议中使用的术语，如未另行定义，应具有原协议中定义的含义。

Capitalized Terms used in this Supplemental Agreement, if not otherwise defined, shall have the meaning defined in the Original Agreement.

2.2. 本补充协议是对原协议的补充，本补充协议生效后，即成为原协议不可分割的组成部分，与原协议具有同等法律效力。本补充协议未约定的事项，依照原协议的约定执行。



This Supplemental Agreement is a supplement to the Original agreement. After taking effect, this Supplemental Agreement shall become an integral part of the Original Agreement and have the same legal effect as the Original Agreement. Matters not stipulated in this Supplemental Agreement shall comply with the Original Agreement.

- 2.3. 除本补充协议中明确所作的修改或补充外，原协议的其余部分应完全继续有效。

Except for the amendments or supplemental agreements made explicitly in this Supplemental Agreement, the rest of the Original Agreement shall remain fully valid.

- 2.4. 本补充协议一式贰份，甲乙双方各执一份，每份具有同等法律效力，自双方签署之日起生效。

This Supplemental Agreement is made in two copies with the same legal effect, each Party having one copy, and shall become effective upon execution by the Parties.

本页其余部分刻意留为空白
The Remainder of this page is intentionally left blank



有鉴于此，双方已使得经其授权的代表于文首所述日期签署了本独家业务合作协议补充协议（二）并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Supplemental Agreement (II) to Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 上海药明巨诺生物科技有限公司

Party A: JW Therapeutics (Shanghai) Co., Ltd.

签署/By _____

姓名/Name: YIPING JAMES LI

职位/Title: 法定代表人/Legal Representative



乙方： 上海炬明医疗技术有限公司

Party B: Shanghai Ju Ming Medical Technology Co., Ltd.


签署/By _____

姓名/Name: LV Jing

职位/Title: 法定代表人/Legal Representative



授权委托书
Power of Attorney


Name: Yiping James Li
Position: Director
Date: 19 OCT 2020

日期: 2020年7月29日
Date: July 29th, 2020.

本人, 高星, 中国公民, 中国身份证号码为 120109198502016528, 在本授权委托书签署之日拥有上海炬明医疗技术有限公司 (“炬明”) 50%的股权。就本人现时和将来在炬明持有的股权 (“本人股权”), 本人特此不可撤销地授权和委托上海药明巨诺生物科技有限公司 (“JW China”) 在本授权委托书的有效期限内代表本人行使如下权利和办理如下事项:

I, GAO Xing, a citizen of the People's Republic of China (“China” or the “PRC”) whose Identification Card No. is 120109198502016528, and a holder of 50% of the registered capital of Shanghai Ju Ming Medical Technology Co., Ltd. (“Ju Ming”) as of the date of this Power of Attorney, hereby irrevocably authorize and entrust JW Therapeutics (Shanghai) Co., Ltd. (the “JW China”) to exercise the following rights and handle the following matters on my behalf relating to all equity interests held by me now and in the future in Ju Ming (“My Shareholding”), during the term of this Power of Attorney:

授权 JW China 作为本人唯一的、排他的代理人, 就有关本人股权的权利和事宜, 全权代表本人行使包括但不限于如下的权利和处理如下事项: 1) 召集和参加炬明的股东会; 2) 行使中国法律和炬明章程下规定的本人所享有的全部股东权和股东表决权; 3) 处理本人股权 (全部或任何一部分) 的出售、转让、质押或处置, 包括但不限于代表本人签署所有必要的股权转让文件、其他处置本人股权的文件和办理所有必要手续; 4) 以本人的名义, 代表本人以炬明的股东的身份签署任何决议和会议记录; 5) 代表本人提名、选举、指定、任命和罢免炬明的法定代表人、董事、监事、总经理、财务总监以及其他高级管理人员; 以及 6) 批准修改公司章程。未经 JW China 书面同意, 本人无权增资、减资、转让、再次质押、或以其他任何方式处置、变更本人股权。

The JW China is hereby authorized, as my sole and exclusive agent and attorney, to act on behalf of myself with respect to all rights and matters concerning My Shareholding, including without limitation to: 1) convening and attending shareholders' meetings of Ju Ming; 2) exercising all of the shareholder's rights and shareholder's voting rights that I am entitled to under the laws of China and the articles of association of Ju Ming; 3) handling the sale, transfer, pledge or disposition of My Shareholding (in part or in whole), including without limitation executing all necessary equity transfer documents and other documents for disposal of My Shareholding and fulfilling all necessary procedures; 4) representing myself in executing any resolutions and minutes as a shareholder of Ju Ming on my behalf; 5) nominating, electing, designating, appointing or removing on behalf of myself the

legal representative, directors, supervisors, general managers, chief executive officer and other senior management members of Ju Ming; and 6) approving the amendments to the company's articles of association. Without written consent by JW China, I have no right to increase, decrease, transfer, pledge, or by any other manner to dispose or change My Shareholding.

针对于2020年7月29日 JW China、炬明和（或）本人之间签署的独家购买权协议、股权质押协议和借款协议、2017年11月2日炬明和 JW China 签署的独家业务合作协议，JW China 将有权代表本人签署上述协议的任何补充协议、附属文件、修订、和（或）修改和重述版，以及前述文件中约定的需由本人签署的所有其他协议和文件（包括但不限于独家购买权协议所描述的为转让“被购买股权”而需签署的“转让合同”），并如期履行前述协议和文件下的义务。该权利的行使将不对本授权委托书下的其他授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the JW China shall have the power and authority to, on behalf of myself, execute all and any supplementary agreements, ancillary documents, modifications, and/or amended and restated versions in relation to the Exclusive Option Agreement, Equity Interest Pledge Agreement and Loan Agreement dated July 29, 2020, by and among JW China, JU Ming and/or myself, Exclusive Business Cooperation Agreement dated November 2, 2017 by and among JW China, and JU Ming, and any documents and agreements I shall sign as required in the aforesaid agreements (including without limitation the “Transfer Contract” for the transfer of the “Optioned Interests” as described under the Exclusive Option Agreement), and perform the obligations under the aforesaid documents and agreements.

JW China 就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署。本人对于 JW China 就本人股权采取的行为和签署的文件予以承认。

All the actions associated with My Shareholding conducted by the JW China shall be deemed as my own actions, and all the documents related to My Shareholding executed by the JW China shall be deemed to be executed by me. I hereby acknowledge and ratify the actions taken by the JW China and the documents executed by the JW China in relation to My Shareholding.

本人在此同意，JW China 有权将其在本授权委托书下的一个或多个受托事项和相关权利自行再委托其他人或单位行使而不必事先获得本人的同意。如果中国法律有要求，JW China 应指派合格的中国公民处理本授权委托书中的事项和行使本授权委托书中的权利。

I hereby agree that the JW China has the right to re-authorize or assign one or multiple matters and its rights related to such matters under this Power of Attorney to any other person or entity at its own discretion and without obtaining my prior consent. If required by PRC laws, the JW China shall designate a qualified PRC citizen to handle such matters and exercise such rights as set forth in this Power of

Attorney.

本授权委托书自签署之日生效。自授权委托书签署之日起，在本人为旭明的股东期间，本授权委托书不可撤销并持续有效。

This Power of Attorney takes effect as of the date hereof. During the period that I am a shareholder of JU Ming, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 JW China 的与本人股权有关的所有权利，不再自行行使该等权利，也不承担因 JW China 行使本授权委托书授予的权利或办理委托事项所产生的责任。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the JW China through this Power of Attorney, and shall not exercise such rights by myself, and shall not undertake the liabilities caused by JW China's exercise of rights granted and handling of matters authorized and entrusted under this Power of Attorney.

本授权委托书以中文和英文书就。如果中文版本和英文版本之间有任何不一致，以中文版本为准。

This Power of Attorney is written in Chinese and English. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

本页其余部分刻意留为空白
The Remainder of this page is intentionally left blank

有鉴于此，本授权委托书在此经

IN WITNESS WHEREOF, the Power of Attorney is hereby

签署/Signed by:

签署/By _____
姓名/Name: 高星/GAO Xing

A handwritten signature in black ink, appearing to be 'GAO XING', written over a horizontal line. The signature is stylized and somewhat cursive.

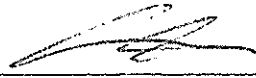
有鉴于此，本授权委托书在此经

IN WITNESS WHEREOF, the Power of Attorney is hereby

接受/Accepted by:

上海药明巨诺生物科技有限公司
JW Therapeutics (Shanghai) Co., Ltd.

签署/By



姓名/Name: YIPING JAMES LI

职位/Title: 法定代表人/Legal Representative

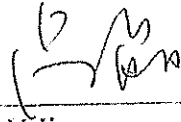
有鉴于此，本授权委托书在此经

IN WITNESS WHEREOF, the Power of Attorney is hereby

承认/Acknowledged by:

上海炬明医疗技术有限公司
Shanghai Ju Ming Medical Technology Co., Ltd.

签署/By



姓名/Name: LV Jing

职位/Title: 法定代表人/Legal Representative





Name: Yiping James Li
Position: Director
Date: 19 OCT 2020

独家购买权协议
Exclusive Option Agreement

本独家购买权协议（下称“本协议”）由以下各方于2020年7月29日在中华人民共和国（下称“中国”）上海市签订：

This Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of July 29, 2020 in Shanghai, the People’s Republic of China (“China” or the “PRC”):

甲方： 上海药明巨诺生物科技有限公司
地址： 中国（上海）自由贸易试验区美盛路 227 号 41#楼二层 C 部位
Party A: JW Therapeutics (Shanghai) Co., Ltd.
Address: Part C, 2nd Floor, Building 41, No. 227, Meisheng Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

乙方： 高星（中国公民，其身份证号码：120109198502016528）
Party B: GAO Xing (a Chinese citizen with Identification No.:
120109198502016528)

丙方： 上海炬明医疗技术有限公司
地址： 中国（上海）自由贸易试验区中科路 702 号 4 幢 2 楼 H 区
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.
Address: Area H, 2nd Floor, Building 4, No. 702 Zhongke Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

甲方、乙方和丙方以下各称“一方”，合称“各方”。
Each of Party A, Party B and Party C shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 乙方是丙方的股东；在本协议签署日，乙方持有丙方 50%的股权，代表丙方注册资本人民币 50 万元（RMB500,000）。

Party B is the shareholder of Party C and as of the date hereof hold 50% of the equity interests of Party C, representing RMB500,000 in the registered capital of Party C.

(B) 甲方、乙方于2020年7月29日签署了一份借款协议（下称“借款协议”），根据该借款协议，甲方同意向乙方提供一笔数额为人民币 50 万元的贷款，用于借款协议所述之目的。

Party A and Party B executed a Loan Agreement (“Loan Agreement”) on July 29, 2020 according to which Party A agreed to provide to Party B a loan in the amount of RMB500,000 for the purpose as designated in the Loan Agreement.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 股权买卖

Sale and Purchase of Equity Interest

1.1 授予权利

Option Granted

乙方在此不可撤销地、无条件地授予甲方一项专有权（“股权购买权”），允许甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party B hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

1.2 行使步骤

Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使其股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方关于行使股权购买权的决定，及被指定人的名称（若有）；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying:(a) Party A’s decision to exercise the Equity Interest Purchase Option, and the name of the Designee(s) if any; (b) the portion of equity interests to be purchased

by Party A or the Designee from Party B (the “Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for the transfer of the Optioned Interests.

1.3 股权买价 Equity Interest Purchase Price

甲方行使股权购买权购买乙方持有的全部被购买股权的总价应相当于乙方就该被购买股权所缴付的实际注册资本出资额(或者该价格可以以甲方(或被指定人)与乙方另行签订的股权转让合同中所列的为准,前提是该价格不违反中国法律法规的规定且被甲方认可);甲方行使股权购买权购买乙方在丙方持有的部分被购买股权时,股权买价按照比例计算。如果在甲方行使股权购买权时,中国法律对被购买股权的转让价格有任何强制性规定,导致法律允许的最低价格高于前述价格,则转让价格应以中国法律所允许的该最低价格为准(统称“股权买价”)。

The total price for the purchase by Party A of all Optioned Interests held by Party B upon exercise of the Equity Interest Purchase Option by Party A shall equal to the amount of registered capital contributed by Party B in Party C for such Optioned Interests (or such price may be as set forth in the equity transfer agreement to be executed between Party A (or the Designee) and Party B separately, provided that such price does not violate PRC laws and regulations and is acceptable to Party A); if Party A exercises the Equity Interest Purchase Option to purchase part of the Optioned Interests held by Party B in Party C, then the purchase price shall be calculated on a pro rata basis. If at the time when Party A exercises the Equity Interest Purchase Option, the PRC laws impose mandatory requirements on the purchase price of such Optioned Interests, such that the minimum price permitted under PRC law is higher than the aforementioned price, then the purchase price shall be such minimum price permitted by PRC law (collectively, the “Equity Interest Purchase Price”).

1.4 转让被购买股权 Transfer of Optioned Interests

甲方每次行使股权购买权时:

For each exercise of the Equity Interest Purchase Option:

- 1.4.1 乙方应责成丙方及时召开股东会会议,在该会议上,应通过批准乙方向甲方和/或被指定人转让被购买股权的决议;

Party B shall cause Party C to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);

- 1.4.2 就乙方向甲方和/或被指定人转让被购买股权,乙方应取得丙方其他股东同意该转让并放弃优先购买权的书面声明;

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the Optioned Interests by Party B to Party A and/or the Designee(s) and waiving any right of first refusal with respect thereto;

- 1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

- 1.4.4 乙方应在收到股权购买通知后三十（30）日内，与有关方签署所有必要的合同、协议或文件，取得全部所需的政府批准和同意，并完成所有必要登记、备案手续，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益；本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于本协议签署之日签订的股权质押协议及其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及其的任何修改、修订或重述。

Party B shall, within thirty (30) days after receipt of the Equity Interest Purchase Option Notice, execute all necessary contracts, agreements or documents with relevant parties, obtain all necessary government approvals and permits, and complete all necessary registrations and filings, so as to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement and Party B’s Power of Attorney; “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modification, amendment and restatement thereto.; “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B

on the date hereof granting Party A with a power of attorney and any modification, amendment and restatement thereto.

1.5 付款 Payment

鉴于在借款协议中已约定乙方转让其在丙方的股权所取得的任何收益，均应用于乙方根据借款协议向甲方偿还贷款（及任何利息），因此，当甲方行使股权购买权时，甲方可以直接通过抵消乙方所欠甲方所有债务（包括但不限于乙方所欠甲方的借款和利息）（该债务称“抵消债务”）的方式来支付股权买价；除非中国法律要求对本协议约定的股权买价进行调整，则甲方无需再向乙方支付额外价款。如果中国法律对本协议约定的股权买价有任何强制性规定，导致法律允许的最低股权买价高于已与抵消债务相抵消的价格，乙方应以中国法律允许的方式将其获得的所有高出抵消债务部分的金额及时赠予甲方或甲方指定的任何人。

The Parties have agreed in the Loan Agreement that any proceeds obtained by Party B through the transfer of its equity interests in Party C shall be used for repayment of the loan provided by Party A (and any interest thereon) in accordance with the Loan Agreement. Accordingly, upon exercise of the Equity Interest Purchase Option, Party A may make the payment of the Equity Interest Purchase Price by way of offset of the outstanding debts owed by Party B to Party A (including without limitation the outstanding amount of the loan owed by Party B to Party A and any interest thereon) (such debts, the “Offset Debts”), in which case Party A shall not be required to pay any additional purchase price to Party B, unless the Equity Interest Purchase Price set forth herein is required to be adjusted in accordance with the PRC laws. If the PRC laws impose mandatory requirements on the Equity Interest Purchase Price agreed under this Agreement, such that the minimum Equity Interest Purchase Price permitted under PRC laws exceeds the price already offset with the Offset Debts, the Party B shall promptly donate all of the amount exceeding the Offset Debts received by it to Party A or any other person designated by Party A in the manner permitted by the applicable PRC laws.

2. 承诺 Covenants

2.1 有关丙方的承诺 Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby covenant as follows:

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；

Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

- 2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs;

- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C, or allow the encumbrance thereon of any security interest;

- 2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

- 2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以对丙方的经营状况和资产价值产生不利影响的作为/不作为；

They shall always operate all of Party C's businesses within the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may adversely affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意，不得让丙方签订任何重大合同，但在正常业务过程中签订的合同除外；

Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business;

- 2.1.7 未经甲方的事先书面同意，丙方不得向任何人提供贷款或信贷；

Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit;

- 2.1.8 应甲方要求，向其提供所有关于丙方的营运和财务状况的资料；

They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;

- 2.1.9 如甲方提出要求，丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险，该保险的金额和险种应与经营类似业务的公司一致；

If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;

- 2.1.10 未经甲方的事先书面同意，丙方不得与任何人合并或联合，或对任何人进行收购或投资；

Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person;

- 2.1.11 将发生的或可能发生的任何与丙方资产、业务、收入或股权有关的诉讼、仲裁或行政程序立即通知甲方；

They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business, revenue or equity interest;

- 2.1.12 为保持丙方对其全部资产的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；

To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意,不得以任何形式派发股息予各股东,但一经甲方要求,丙方应立即将其所有可分配利润全部立即分配给其各股东;

Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;

- 2.1.14 根据甲方的要求,委任由其指定的任何人士出任丙方的董事或执行董事。

At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.

- 2.1.15 未经甲方书面同意,不得从事任何与甲方或甲方的关联公司相竞争的业务;

Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and

- 2.1.16 除非中国法律强制要求,未经甲方书面同意,丙方不得解散或清算;

Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A;

- 2.1.17 一旦中国法律允许外商可以在中国控股和/或独资投资丙方所从事的主要业务,并且中国相关主管部门开始审批此项业务,经甲方行使股权购买权,乙方应当立即将其持有丙方的股权转让给甲方或被指定人。

Once PRC laws permits foreign investors to invest in the principal business of Party C in China, with a controlling stake and/or in the form of wholly foreign-owned enterprises, and the competent government authorities of China begin to approve such investments, upon Party's exercise of the Equity Interest Purchase Option, Party B shall immediately transfer to Party A or the Designee(s) the equity interest in Party C held by Party B.

2.2 乙方的承诺 Covenants of Party B

乙方承诺:

Party B hereby covenants as follows:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方的股权的合法或受益权益，或允许在其上设置任何其他担保权益，但根据乙方股权质押协议、乙方授权委托书和本协议设置的权益除外；

Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement, Party B's Power of Attorney and this Agreement;

- 2.2.2 确保丙方股东会 and/或董事会（或执行董事）在未经甲方事先书面同意的情况下，不得批准乙方所持有的丙方股权上的任何合法权益或受益权的出售、转让、抵押或以其他方式的处置，也不得批准在其上设置任何其他担保权益，但根据乙方股权质押协议、乙方授权委托书和本协议设置的权益除外；

Without the prior written consent of Party A, Party B shall ensure the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement, Party B's Power of Attorney and this Agreement;

- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会 and/或董事（或执行董事）不予批准；

Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;

- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；

Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in Party C held by Party B;

- 2.2.5 确保丙方股东会或董事（或执行董事）表决赞成本协议规定的被购买股权的转让并应甲方之要求采取其他任何行动；

Party B shall ensure the shareholders' meeting or the directors (or the executive director) of Party C to vote in favor of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；

To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.2.7 应甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事；

Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;

- 2.2.8 乙方同意丙方的其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书，并保证不会采取与其他股东签署的任何该等文件相冲突的行为；对于丙方的任何其他股东根据其各自签署的独家购买权协议向甲方和/或被指定人转让其在丙方的股权，乙方在此放弃其所享有的所有优先购买权（如有）。

Party B gives consent to the execution by each of the other shareholders of Party C with Party A and Party C of the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, and undertakes not to take any action in conflict with such documents executed by such other shareholders; with respect to the transfer of equity interest of Party C by any of the other shareholders of Party C to Party A and/or the Designee(s) pursuant to such shareholder's exclusive option agreement, Party B hereby waives all of its right of first refusal (if any).

- 2.2.9 如乙方从丙方获得任何利润分配、股息、分红、或清算所得，乙方应以中国法律允许的方式将该利润、股息、分红、或清算所得及时赠予甲方或甲方指定的任何人；和

If Party received any profit distribution, interest, dividend or proceeds of liquidation from Party C, Party B shall promptly donate all such profit distribution, interest, dividend or proceeds of

liquidation to Party A or any other person designated by Party A in the manner permitted by the applicable PRC laws; and

- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。

Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under the Party B's Equity Interest Pledge Agreement or under the Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.

3. 陈述和保证 Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of the transfer of the Optioned Interests, that:

- 3.1 其具有全部的权力、能力和授权以签订和交付本协议以及根据本协议为每一次转让被购买股权而由其作为一方签订的任何股权转让合同（各称为“转让合同”），并履行其在本协议和任何转让合同项下的义务。乙方和丙方同意在甲方行使股权购买权时，他们将签署与本协议条款实质一致的转让合同。本协议以及由其作为签署方的各转让合同，一旦签署即构成或将对其构成合法、有效及具有约束力的义务，并可按照其条款对其强制执行；

They have the power, capacity and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning each transfer of the Optioned Interests as described thereunder (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts substantially consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid and binding obligations

and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；

Party B and Party C have obtained any and all approvals and consents from the competent government authorities and third parties (if required) for the execution, delivery and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会：(i)导致违反任何有关的中国法律；(ii)与丙方章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违反有关向任何一方颁发的任何许可或批准的授予和（或）继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件；

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.4 乙方对其在丙方拥有的股权拥有合法和完整的所有权。除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益或权利负担；

Party B has the legal and complete title to the equity interests held by it in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest or encumbrances on such equity interests;

- 3.5 丙方是根据中国法律合法设立并有效存续的有限责任公司，丙方对其在业务经营中使用的资产拥有合法和完整的所有权，丙方在上述资产上没有设置任何担保权益；

Party C is a limited liability company duly organized and validly existing under the laws of the PRC. Party C has the legal and complete title to all of the assets used in connection with its business operation, and has not placed any security interest on the aforementioned assets;

- 3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；

Party C does not have any outstanding debts, except for (i) debt incurred during the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.

- 3.7 丙方在重大方面遵守所有中国法律法规的规定；和

Party C has complied with all PRC laws and regulations in material aspects; and

- 3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。

There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C or Party C.

4. 有效期

Effective Date and Term

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain effective until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

5. 适用法律与争议解决

Governing Law and Resolution of Disputes

5.1 适用法律

Governing Law

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。

The execution, effectiveness, interpretation, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of the PRC.

5.2 争议的解决方法

Methods of Resolution of Disputes

因解释和履行本协议而发生的任何争议,本协议各方应首先通过友好协商的方式加以解决。如果无法通过协商解决,则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会,由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的,对各方均有约束力。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties.

6. 税款、费用 Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

7. 通知 Notices

7.1 本协议项下要求的或与本协议有关的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付、商业快递服务、传真或电子邮件的方式发到该方以下所列地址。该等通知视为有效送达的日期按如下方式确定:

All notices and other communications required to be given pursuant to this Agreement or otherwise given in connection with this Agreement shall be delivered personally, or sent by registered mail, prepaid postage, a commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送发出的,则以在下列地址被接收,或留置于下列地址之日,为有效送达日;

Notices given by personal delivery shall be deemed effectively given on the date of receipt at the address set forth below, or the date on which such notices are placed at the address set forth below;

- 7.1.2 通知如果是以快递服务、挂号邮寄、或邮资预付发出的，则在下列地址被接收、拒收或因任何原因被退件之日，为有效送达日；

Notices given by courier service, registered mail or prepaid postage shall be deemed effectively given on the date of receipt, refusal or return for any reason at the address set forth below;

- 7.1.3 通知如果是以传真发出的，则以向下列传真号码成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。通知如果是以传电子邮件发出的，则在发件一方收到系统信息显示发件成功或在 24 小时内未收到表明电子邮件未被送达或被退回的系统信息的情况下，以电子邮件成功传送之日为有效送达日。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission to the Fax no. set forth below (as evidenced by an automatically generated confirmation of transmission). Notices given by email shall be deemed effectively given on the date of successful transmission, provided that the sending Party has received a system message indicating successful transmission or has not received a system message within 24 hours indicating failure of delivery or return of email.

- 7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 上海药明巨诺生物科技有限公司
Party A: JW Therapeutics (Shanghai) Co., Ltd.
地址： 中国（上海）自由贸易试验区德林路 90 号五层 B 部位
Address: 5B, No.90, Delin Rd, China (Shanghai) Pilot Free Trade Zone
收件人： YIPING JAMES LI
Attn: YIPING JAMES LI
电子邮件： james.li@jwtherapeutics.com
Email: james.li@jwtherapeutics.com

乙方： 高星
Party B: GAO Xing
地址： 北京东城区金宝街 89 号金宝大厦 10 楼
Address: 10/F Jinbao Tower, No. 89 Jinbao Street, Dongcheng District,
Beijing, People's Republic of China
电子邮件： GaoXing@citicpe.com
Email: GaoXing@citicpe.com

丙方： 上海炬明医疗技术有限公司
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.

地址： 中国（上海）自由贸易试验区德林路 90 号五层 B 部位
Address: 5B, No.90, Delin Rd, China (Shanghai) Pilot Free Trade Zone
收件人： YIPING JAMES LI
Attn: YIPING JAMES LI
电子邮件： james.li@jwtherapeutics.com
Email: james.li@jwtherapeutics.com

7.3 任何一方可按本条规定的方式随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms of this Section.

8. 保密责任 Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(a)公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b)根据适用法律法规、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

The Parties acknowledge that the existence and the terms of this Agreement, and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of other Parties, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels, or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of, or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

9. 进一步保证 Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

10. 违约责任

Breach of Agreement

10.1 若乙方或丙方实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成乙方或丙方（视情况而定）在本协议下的违约。甲方有权要求乙方或丙方补正或采取补救措施。如在甲方向乙方或丙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理期限内）乙方或丙方（视情况而定）仍未补正或采取补救措施，则甲方有权自行决定（1）终止本协议，并要求乙方或丙方（视情况而定）给予全部的损害赔偿；或者（2）要求强制履行乙方或丙方（视情况而定）在本协议项下的义务，并要求乙方或丙方（视情况而定）给予全部的损害赔偿。本条不妨碍甲方在本协议下任何其他权利。

If Party B or Party C materially breaches any provision under this Agreement, or fails to perform, performs incompletely or delays to perform any obligation under this Agreement, it shall constitute a breach under this Agreement on the part of Party B or Party C (as the case may be). Party A is entitled to require Party B or Party C to rectify or take remedial measures. If within ten (10) days after Party A delivers a written notice to Party B or Party C and requires for rectification (or within any other reasonable period required by Party A), Party B or Party C (as the case may be) fails to rectify or take remedial measures, Party A is entitled to, at its sole discretion, (1) terminate this Agreement and require Party B or Party C (as the case may be) to compensate all the losses; or (2) require specific performance of the obligations of Party B or Party C (as the case may be) under this Agreement and require Party B or Party C (as the case may be) to compensate all the losses. This Section shall not prejudice any other rights of Party A under this Agreement.

10.2 除非法律另有规定，乙方或丙方在任何情况均不得单方面终止或解除本协议。

Party B or Party C shall not terminate this Agreement unilaterally in any event unless otherwise required by the applicable laws.

11. 其他

Miscellaneous

11.1 修订、修改与补充 Amendments, changes and supplements

对本协议作出的任何修订、修改与补充，必须经每一方以书面方式作出。经过各方签署的有关本协议的修改协议和补充协议是本协议的组成部分，具有与本协议同等的法律效力。

Any amendment, change and supplement to this Agreement shall be made in writing by all of the Parties. Any amendment agreement and supplementary agreement duly executed by the Parties hereto with regard to this Agreement shall constitute an integral part of this Agreement, and shall have equal legal validity as this Agreement.

11.2 完整合同 Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物所达成的所有口头或书面的协商、陈述和协议。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

11.3 标题 Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 可分割性 Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.5 继任者 Successors

本协议的条款对各方及各方各自的继任者、继承人（包括继承被购买股权的）和经允许的受让方具有约束力，并对其有效。

The terms of this Agreement shall be binding on the Parties hereto and their respective successors, heirs (including who inherited the Optioned Interests) and permitted assigns, and shall be valid with respect to the Parties and each of their successors, heirs and permitted assigns.

11.6 继续有效 Survival

11.6.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occurred or that are due in connection with this Agreement before the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.6.2 本协议第 5、8、10 条和本第 11.6 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10 and this Section 11.6 shall survive the termination of this Agreement.

11.7 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the

signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

11.8 语言
Language

本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。。如果中文版本和英文版本之间有任何不一致，以中文版本为准。

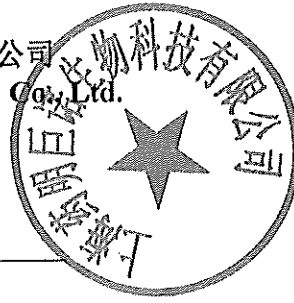
This Agreement is written in both Chinese and English language in three copies, each Party having one copy. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first above written.

甲方：上海药明巨诺生物科技有限公司

Party A: JW Therapeutics (Shanghai) Co., Ltd.



签署/By



姓名/Name: YIPING JAMES LI

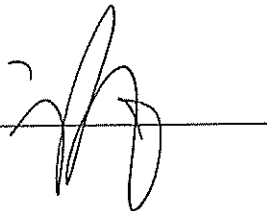
职位/Title: 法定代表人/Legal Representative

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first above written.

乙方： 高星
Party B: GAO Xing


签字/By

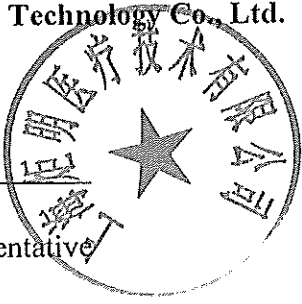
A handwritten signature in black ink, appearing to be 'GAO XING', is written over a horizontal line. The signature is stylized and cursive.


有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first above written.

丙方： 上海炬明医疗技术有限公司
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.

签署/By 
姓名/Name: LV Jing
职位/Title: 法定代表人/Legal Representative





Name: Yiping James Li
Position: Director
Date: 19 OCT 2020

借款协议 Loan Agreement

本借款协议（下称“本协议”）由以下双方于 2020 年 7 月 29 日在中国上海市签署：

This Loan Agreement (the “Agreement”) is made and entered into by and between the Parties below as of July 29, 2020 in Shanghai, the People’s Republic of China (“China” or the “PRC”):

上海药明巨诺生物科技有限公司（下称“贷款人”），一家依照中国法律设立和存在的外商投资企业，注册地址为中国（上海）自由贸易试验区美盛路 227 号 41#楼二层 C 部位；

JW Therapeutics (Shanghai) Co., Ltd. (the “Lender”), a foreign-invested enterprise, organized and existing under the laws of the PRC, with its registered address at Part C, 2nd Floor, Building 41, No, 227, Meisheng Road, China (Shanghai) Pilot Free Trade Zone, Shanghai;

高星（下称“借款人”），一位中国公民，中国居民身份证号码：120109198502016528。

GAO Xing (the “Borrower”), a citizen of China with PRC ID Card No.: 120109198502016528.

贷款人和借款人以下各称为“一方”，统称为“双方”。

Each of the Lender and the Borrower shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 在本协议签署日，借款人持有上海炬明医疗技术有限公司（下称“借款人公司”）的 50% 的股权权益。借款人现在和将来在借款人公司持有的全部股权权益合称“借款人股权”；

As of the date hereof, the Borrower holds 50% of equity interests in Shanghai Ju Ming Medical Technology Co., Ltd. (the “Borrower Company”). All of the equity interest now held and hereafter acquired by the Borrower in the Borrower Company shall be referred to as the “Borrower Equity Interest;”

(B) 贷款人同意向借款人提供人民币总共人民币 50 万元的贷款，用于本协议规定的用途。

The Lender agrees to provide the Borrower with a loan in the aggregate amount of RMB 500,000 to be used for the purposes set forth in this Agreement.

经友好协商，双方达成本协议如下，以资信守：
After friendly consultation, the Parties agree as follows:

1 借款 Loan

- 1.1 根据本协议条款，贷款人同意向借款人提供一笔总额为人民币 50 万元的贷款（下称“贷款”）。在本协议有效期内，贷款人应在收到借款人要求提供全部或部分贷款的通知后的一（1）个月内向借款人提供该部分贷款。贷款的期限与本协议期限一致。在贷款期限内，一旦出现如下情况之一，贷款期限加速到期，借款人必须立即提前偿还贷款的本金（及任何利息）：

In accordance with the terms and conditions of this Agreement, the Lender agrees to provide to the Borrower a loan in the aggregate amount of RMB 500,000 (the "Loan"). Once the Lender receives a notice from the Borrower requesting the provision of all or any part of the Loan during the term of this Agreement, the Lender shall within one (1) month after receiving such notice provide that portion of Loan to the Borrower. The term of the Loan shall be the term of this Agreement. During the term of the Loan, upon occurrence of any of the following circumstances, the term of the Loan shall accelerate and the Borrower shall immediately repay the full amount of the Loan (and any interest thereon):

- 1.1.1 借款人收到贷款人发出的要求偿还贷款的本金（及所有利息）的书面通知后三十（30）天期满；

Thirty (30) days elapsed after the Borrower receives a written notice from the Lender requesting repayment of the Loan (and all interest thereon);

- 1.1.2 借款人死亡、无民事行为能力或限制民事行为能力；

The Borrower's death, lack, or limitation of civil capacity;

- 1.1.3 无论由于任何原因，借款人不再是借款人公司或其关联公司的股东，也不任职于贷款人、借款人公司或其关联公司；

The Borrower ceases (for any reason) to be a shareholder of the Borrower Company or its affiliates, and the Borrower is not an employee of the Lender, the Borrower Company or their affiliates;

- 1.1.4 借款人从事犯罪行为或牵涉犯罪活动；

The Borrower engages in criminal act or is involved in criminal activities;

- 1.1.5 根据适用的中国法律，外商可以在中国控股和/或独资投资借款人公司现行所从事的主要业务（包括但不限于医疗技术、生物科

技、医药科技领域内的技术开发、技术咨询、技术服务、技术转让，医疗器械经营，企业管理咨询，机械设备、实验室设备及耗材的销售，从事货物及技术的进出口业务），并且中国相关主管部门开始审批此项业务，并且贷款人决定行使根据本协议描述的《独家购买权协议》（下称“独家购买权协议”）项下的独家购买权；或者借款人或借款人公司对其在独家购买权协议下的陈述、保证、承诺或义务构成违反或违约；

According to the applicable laws of China, foreign investors are permitted to invest in the principal business that is currently conducted by the Borrower Company (including without limitation, technology development, technology consulting, technology service and technology transfer, in each case relating to medical technology, biotechnology and healthcare; medical devices management; enterprise management consulting; sale of machinery and equipment, laboratory equipment and consumable; import & export of goods and technologies) in China, with a controlling stake and/or in the form of wholly foreign-owned enterprises, the competent government authorities of China begin to approve such investments, and the Lender elects to exercise the exclusive option under the Exclusive Option Agreement (the “Exclusive Option Agreement”) described in this Agreement; or the Lender or the Borrower Company has violated or committed a breach of its representations, warranties, covenants or other obligations under the Exclusive Option Agreement;

- 1.1.6 借款人公司没有取得或延续运营其主营业务所必须的任何政府批准、许可；

The Borrower Company failed to obtain or renew any governmental approval or license necessary for the operation of its core business.

- 1.2 借款人同意接受贷款人提供的上述贷款，并且在此同意和保证，将贷款仅用于支付借款人购买借款人股权的应支付的对价、或者用作借款人的运营资金。除非取得贷款人的事先书面同意，借款人不得将上述款项用于任何其他目的。

The Borrower agrees to accept the aforementioned Loan provided by the Lender, and hereby agrees and undertakes to use the Loan solely for the payment of the consideration of the Borrower Equity Interest bought by the Borrower, or for the working capital of the Borrower Company. Without the Lender’s prior written consent, the Borrower shall not use the Loan for any purpose other than as set forth herein.

- 1.3 贷款人与借款人在此一致同意并确认，借款人仅应通过以下列明的方式进行还款：根据独家购买权协议中贷款人可购买借款人股权的权利，贷款人将其持有的借款人股权的全部转让给贷款人或贷款人指定的人（法人或自然人），并且借款人将其通过转让借款人股权取得的任何收益（在

许可的范围内)均用于借款人根据本协议向贷款人偿还贷款(本金和任何利息),全部以贷款人指定的方式支付给贷款人或贷款人指定的人。

The Lender and the Borrower hereby agree and confirm that the Borrower shall repay the Loan only through the following means: by transferring the Borrower Equity Interest in whole to the Lender or the Lender's designated persons (legal or natural persons) pursuant to the Lender's exercise of its right to acquire the Borrower Equity Interest under the Exclusive Option Agreement, and any proceeds from the transfer of the Borrower Equity Interest (to the extent permissible) shall be used by the Borrower to repay the Loan (principal and any interest thereon) to the Lender or the Lender's designated persons, in accordance with this Agreement and in the manner designated by the Lender.

- 1.4 贷款人与借款人在此一致同意并确认,在适用法律允许的前提下贷款人有权(但没有义务)在任何时候以独家购买权协议中约定的股权买价购买或指定他人(法人或自然人)购买全部或部分借款人股权。

The Lender and the Borrower hereby agree and confirm that to the extent permitted by the applicable laws, the Lender shall have the right (but not the obligation) to purchase or designate other persons (legal or natural persons) to purchase the Borrower Equity Interest in part or in whole at any time, at the price stipulated in the Exclusive Option Agreement.

- 1.5 借款人并保证签署一份不可撤销的《授权委托书》(下称“授权委托书”),将其作为借款人公司股东的全部权利授权给贷款人或一名由贷款人指定的法人或自然人代为行使。

The Borrower also undertakes to execute an irrevocable Power of Attorney (the “Power of Attorney”), which authorizes the Lender or a legal or natural person designated by the Lender to exercise all of the Borrower's rights as a shareholder of the Borrower Company.

- 1.6 当借款人按照独家购买权协议向贷款人或贷款人指定的人转让其持有的借款人股权时,(1)如果该借款人股权的转让价等于或低于本协议项下贷款的本金,则本协议项下的贷款应为无息贷款;(2)如果该借款人股权的转让价高于本协议项下贷款的实际本金,则高出实际本金的部分在中国法律不禁止的范围内应作为贷款的利息,全部由借款人在收到转让价后的十(10)日内偿还给贷款人,或者由借款人以合法的方式支付给贷款人指定的人。

When the Borrower transfers the Borrower Equity Interest to the Lender or the Lender's designated person(s) in accordance with the Exclusive Option Agreement, (1) in the event that the transfer price of such Borrower Equity Interest equals to or is lower than the principal of the Loan under this Agreement, the Loan under this Agreement shall be an interest-free loan, (2) in the event that the transfer price of such Borrower Equity Interest exceeds the actual principal amount of the Loan under this Agreement, the excess

over the actual principal amount shall be the interest of the Loan under this Agreement to the extent not prohibited by the PRC laws, and all of such interest shall be repaid by the Borrower to the Lender or otherwise paid by the Borrower to the Lender's designated person(s) through legal means within ten (10) days after receiving the transfer price.

2 陈述和保证 Representations and Warranties

2.1 在本协议签署日至本协议终止前，贷款人向借款人做出以下陈述和保证；

Between the date of this Agreement and the date of termination of this Agreement, the Lender hereby makes the following representations and warranties to the Borrower:

2.1.1 贷款人是一家根据中国法律注册成立并合法存续的公司；

The Lender is a corporation duly organized and legally existing in accordance with the laws of China;

2.1.2 贷款人有权签署和履行本协议。贷款人签署和履行本协议不违反贷款人的公司章程或其他组织性文件的规定，贷款人已就签署和履行本协议取得了所有必要和适当的批准和授权；和

The Lender has the legal capacity to execute and perform this Agreement. The execution and performance by the Lender of this Agreement do not violate the Lender's articles of association or other organizational documents, and the Lender has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement; and

2.1.3 本协议一经签署即构成对贷款人合法有效并可依法强制执行的义务。

This Agreement constitutes the Lender's legal, valid, and binding obligations enforceable in accordance with its terms.

2.2 在本协议签署日至合同终止前，借款人陈述和保证如下：

Between the date of this Agreement and the date of termination of this Agreement, the Borrower hereby makes the following representations and warranties:

2.2.1 借款人有权签署和履行本协议，已就签署和履行本协议取得了所有必要和适当的批准和授权；

The Borrower has the legal capacity to execute and perform this Agreement. The Borrower has obtained all necessary and proper

approvals and authorizations for the execution and performance of this Agreement;

- 2.2.2 本协议一经签署即构成对借款人合法有效并可依法强制执行的义务；和

This Agreement constitutes the Borrower's legal, valid, and binding obligations enforceable in accordance with its terms; and

- 2.2.3 不存在任何与借款人有关的争议、诉讼、仲裁、行政程序或任何其他法律程序，也不存在任何潜在的与借款人有关的争议、诉讼、仲裁、行政程序或任何其他法律程序。

There are no disputes, litigations, arbitrations, administrative proceedings, or any other legal proceedings relating to the Borrower, nor are there any potential disputes, litigations, arbitrations, administrative proceedings, or any other legal proceedings relating to the Borrower.

3 借款人承诺 Borrower's Covenants

- 3.1 借款人以借款人公司股东的身份，不可撤销地承诺在本协议有效期间将确保借款人公司：

As and when he/she becomes, and for so long as he/she remains a shareholder of the Borrower Company, the Borrower irrevocably covenants that during the term of this Agreement, the Borrower shall ensure the Borrower Company:

- 3.1.1 严格遵守借款人公司作为一方的独家购买权协议和《独家业务合作协议》（下称“独家业务合作协议”）项下的各项规定，并不进行任何足以影响独家购买权协议和独家业务合作协议的有效性和可强制执行性的作为/不作为；

to strictly abide by the provisions of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement (the "Exclusive Business Cooperation Agreement") to which the Borrower Company is a party, and to refrain from any action/omission that may affect the effectiveness and enforceability of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement.

- 3.1.2 应贷款人（或其指定方）的要求，随时和贷款人（或其指定方）签订业务合作方面的合同/协议，并严格履行该等合同/协议；

at the request of the Lender (or a party designated by the Lender), to execute the contracts/agreements on business cooperation with the

Lender (or a party designated by the Lender), and to strictly abide by such contracts/agreements;

- 3.1.3 应贷款人要求,向贷款人提供所有有关借款人公司的营运和财务状况的资料;

to provide the Lender with all of the information on the Borrower Company's business operations and financial condition at the Lender's request;

- 3.1.4 将发生的或可能发生的与其资产、业务和收入有关的诉讼、仲裁或行政程序立即通知贷款人;

to immediately notify the Lender of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the Borrower Company's assets, business, or income;

- 3.1.5 应贷款人要求,委任由贷款人指定的任何人士出任借款人公司的董事或执行董事;

at the request of the Lender, to appoint any persons designated by the Lender as the director or the executive director of the Borrower Company;

- 3.2 借款人承诺在本协议有效期内, 其应:

The Borrower covenants that during the term of this Agreement, he/she shall:

- 3.2.1 促使借款人公司从事医疗技术、生物科技、医药科技领域内的技术开发、技术咨询、技术服务、技术转让, 医疗器械经营, 企业管理咨询, 机械设备、实验室设备及耗材的销售, 从事货物及技术的进出口业务;

cause the Borrower Company to be engaged in technology development, technology consulting, technology service and technology transfer, in each case relating to medical technology, biotechnology and healthcare; medical devices management; enterprise management consulting; sale of machinery and equipment, laboratory equipment and consumable; import & export of goods and technologies;

- 3.2.2 严格遵守其作为一方的本协议、授权委托书、《股权质押协议》(下称“股权质押协议”)及独家购买权协议项下的各项规定, 切实履行其在本协议、授权委托书、股权质押协议及独家购买权协议项下的各项义务, 并不进行任何足以影响本协议、授权委托书、股权质押合同及独家购买权合同的有效性和可强制执行性的作为/不作为;

abide by the provisions of this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement (the "Equity Interest Pledge Agreement") and the Exclusive Option Agreement to which the Borrower is a party, perform his/her obligations under this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement and the Exclusive Option Agreement, and refrain from any action/omission that may affect the effectiveness and enforceability of this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement and the Exclusive Option Agreement;

- 3.2.3 除股权质押协议、独家购买权协议和授权委托书规定的外, 未经贷款人事先书面同意, 不出售、转让、抵押或以其他方式处置借款人股权的合法或受益权益, 或允许在其上设置任何其他担保权益;

without the prior written consent of the Lender, not sell, transfer, mortgage or dispose of in any other manner the legal or beneficial interest in the Borrower Equity Interest, or allow the encumbrance thereon of any security interest, except in accordance with the Equity Interest Pledge Agreement, the Exclusive Option Agreement and the Power of Attorney;

- 3.2.4 确保借款人公司股东会 and/或董事会不批准在未经贷款人事先书面同意的情况下, 出售、转让、抵押或以其他方式处置借款人股权的合法权益或受益权, 或允许在其上设置任何其他担保权益, 但向贷款人或贷款人指定的人作出则除外;

ensure any shareholders' meeting and/or the board of directors of the Borrower Company not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the Borrower Equity Interest, or allow the encumbrance thereon of any security interest, except to the Lender or the Lender's designated person;

- 3.2.5 确保借款人公司股东会 and/或董事会不批准借款人在未经贷款人事先书面同意的情况下, 与任何人合并或联合, 或对任何人进行收购或投资;

ensure any shareholders' meeting and/or the board of directors of the Borrower Company not to approve the merger or consolidation of the Borrower Company with any person, or its acquisition of or investment in any person, without the prior written consent of the Lender;

- 3.2.6 将发生的或可能发生的任何与借款人公司的资产、业务或收入, 或与借款人股权有关的诉讼、仲裁或行政程序立即通知贷款人;

immediately notify the Lender of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the Borrower Company's assets, business or revenue or relating to the Borrower Equity Interest;

- 3.2.7 为保持其对借款人股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；

to the extent necessary to maintain his/her ownership of the Borrower Equity Interest, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defense against all claims;

- 3.2.8 未经贷款人事先书面同意，借款人不得促使借款人公司出售、转让、抵押或以其他方式处置其任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益，并不得进行任何可能对借款人公司的资产、业务和责任构成任何重大影响的作为和/或不作为；

without the prior written consent of the Lender, not cause the Borrower Company to sell, transfer, mortgage or dispose of in any manner any material assets of the Borrower Company or legal or beneficial interest in the material business or revenues of the Borrower Company, or allow the encumbrance thereon of any security interest, and refrain from any action/omission that may have a material impact on the assets, business and liabilities of the Borrower Company;

- 3.2.9 应贷款人要求，委任由贷款人指定的任何人士出任借款人公司的董事或执行董事；

appoint any designee of the Lender as the director or the executive director of the Borrower Company, at the request of the Lender;

- 3.2.10 在中国法律允许的前提下，如经贷款人随时要求，应向贷款人或其指定的代表在任何时间无条件地立即转让借款人股权，并确保借款人公司的其他股东放弃其对本款所述的股权转让所享有的优先购买权；

to the extent permitted by the laws of China, at the request of the Lender at any time, promptly and unconditionally transfer all of the Borrower Equity Interest to the Lender or the Lender's designated representative(s) at any time, and ensure the other shareholders of the Borrower Company to waive their right of first refusal with respect to the share transfer described in this Section;

- 3.2.11 在中国法律允许的前提下，如经贷款人随时要求，确保借款人公司的其他股东向贷款人或其指定的代表在任何时间无条件地并立即转让该股东在借款人公司中拥有的全部股权，借款人在此放弃其对本款所述的其他股东的股权转让所享有的优先购买权；

to the extent permitted by the laws of China, at the request of the Lender at any time, ensure that the other shareholders of the Borrower Company shall promptly and unconditionally transfer all of their equity interests in the Borrower Company to the Lender or the Lender's designated representative(s) at any time, and the Borrower hereby waives his/her right of first refusal (if any) with respect to the equity transfer by such other shareholders described in this Section;

- 3.2.12 如果贷款人按照独家购买权协议的规定向借款人购买借款人股权，借款人应将其所得的全部该等购买价款优先向贷款人偿还贷款（及任何利息）；和

in the event that the Lender purchases the Borrower Equity Interest from the Borrower in accordance with the provisions of the Exclusive Option Agreement, use such purchase price obtained thereby to repay the Loan (and any interest thereon) to the Lender; and

- 3.2.13 未经贷款人事先书面同意，不得以任何形式补充、更改或修改借款人公司的章程文件，增加或减少其注册资本，或以任何形式改变其股本结构。

without the prior written consent of the Lender, not cause the Borrower Company to supplement, change, or amend its articles of association in any manner, increase or decrease its registered capital or change its share capital structure in any manner.

4 违约责任 Liability for Default

- 4.1 若借款人实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成借款人在本协议下的违约。贷款人有权要求借款人补正或采取补救措施。如在贷款人向借款人发出书面通知并提出补正要求后的十（10）天内（或贷款人要求的其他合理期限内）借款人仍未补正或采取补救措施，则贷款人有权自行决定（1）终止本协议，并要求借款人给予全部的损害赔偿；或者（2）要求强制履行借款人在本协议项下的义务，并要求借款人给予全部的损害赔偿。本条不妨碍贷款人在本协议下任何其他权利。

If the Borrower materially breaches any provision under this Agreement, or fails to perform, performs incompletely or delays to perform any obligation under this Agreement, it shall constitute a breach under this Agreement on

the part of the Borrower. The Lender is entitled to require the Borrower to rectify or take remedial measures. If the Borrower fails to rectify or take remedial measures within ten (10) days after the Lender delivers a written notice to the Borrower and requires for rectification (or within any other reasonable period required by the Lender), the Lender is entitled to, at its sole discretion, (1) terminate this Agreement and require the Borrower to compensate all the losses; or (2) require specific performance of the obligations of the Borrower under this Agreement and require the Borrower to compensate all the losses. This Section shall not prejudice any other rights of the Lender under this Agreement

- 4.2 除非法律另有规定,借款人在任何情况下均不得单方面终止或解除本协议。除非本协议有明确规定或贷款人书面要求,借款人在任何情况下均不得在贷款期限终止前提前偿还贷款的本金或任何利息。

Unless otherwise required by the applicable laws, the Borrower shall not terminate this Agreement unilaterally in any event. Unless otherwise expressly set forth in this Agreement or requested by the Lender in writing, the Borrower shall not, in any event, repay the principal of the Loan or any interest thereon before the termination of the term of the Loan.

- 4.3 借款人未按本协议规定期限履行还款义务的,应每日支付应付而未付金额万分之一的逾期利息,直至借款人偿还全部贷款本金(及任何利息)、逾期利息及其他款项之日为止。

In the event that the Borrower fails to perform the repayment obligations set forth in this Agreement, the Borrower shall pay an overdue interest of 0.01% per day for the outstanding payment, until the day the Borrower repays the full principal of the Loan (and any interest thereon), overdue interests and other payable amounts.

5 通知 Notices

- 5.1 本协议项下要求的或与本协议有关的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付、商业快递服务、传真或电子邮件的方式发到该方以下所列地址。该等通知视为有效送达的日期按如下方式确定:

All notices and other communications required to be given pursuant to this Agreement or otherwise given in connection with this Agreement shall be delivered personally, or sent by registered mail, prepaid postage, a commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 5.1.1 通知如果是以专人递送发出的,则以在下列地址被接收,或留置于下列地址之日,为有效送达日;

Notices given by personal delivery shall be deemed effectively given on the date of receipt at the address set forth below, or the date on which such notices are placed at the address set forth below

- 5.1.2 通知如果是以快递服务、挂号邮寄、或邮资预付发出的，则在下列地址被接收、拒收或因任何原因被退件之日，为有效送达日。

Notices given by courier service, registered mail or prepaid postage shall be deemed effectively given on the date of receipt, refusal or return for any reason at the address set forth below;

- 5.1.3 通知如果是以传真发出的，则以向下列传真号码成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。通知如果是以传电子邮件发出的，则在发件一方收到系统信息显示发件成功或在 24 小时内未收到表明电子邮件未被送达或被退回的系统信息的情况下，以电子邮件成功传送之日为有效送达日。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission to the Fax no. set forth below (as evidenced by an automatically generated confirmation of transmission). Notices given by email shall be deemed effectively given on the date of successful transmission, provided that the sending Party has received a system message indicating successful transmission or has not received a system message within 24 hours indicating failure of delivery or return of email.

- 5.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

贷款人： 上海药明巨诺生物科技有限公司
Lender: JW Therapeutics (Shanghai) Co., Ltd.
地址： 中国（上海）自由贸易试验区德林路 90 号五层 B 部位
Address: 5B, No.90, Delin Rd, China (Shanghai) Pilot Free Trade Zone
收件人： YIPING JAMES LI
Attn: YIPING JAMES LI
电子邮件： james.li@jwtherapeutics.com
Email: james.li@jwtherapeutics.com

借款人： 高星
Borrower: GAO Xing
地址： 北京东城区金宝街 89 号金宝大厦 10 楼
Address: 10/F Jinbao Tower, No. 89 Jinbao Street, Dongcheng District,
Beijing People's Republic of China
电子邮件： GaoXing@citicpe.com
Email: GaoXing@citicpe.com

- 5.3 任何一方可按本条规定的方式随时给另一方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms of this Section.

6 保密责任 Confidentiality

双方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。双方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(a)公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b)根据适用法律法规、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

7 适用法律及争议解决 Governing Law and Resolution of Disputes

7.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决均适用中国法律。

The execution, effectiveness, interpretation, performance, amendment and termination of this Agreement and the resolution of disputes shall be governed by the laws of China.

- 7.2 因解释和履行本协议而发生的任何争议,本协议双方应首先通过友好协商的方式加以解决。如果无法通过协商解决,则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会,由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的,对双方均有约束力。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties.

- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时,除争议的事项外,本协议双方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

8 其他 Miscellaneous

- 8.1 本协议自双方正式签署之日起生效。除非依据本协议或双方签订的其他协议提前终止,本协议有效期为三十(30)年。除非贷款人在期限届满之前书面同意本协议到期终止,本协议的有效期在届满时应自动再延续三十(30)年。

This Agreement shall become effective upon execution by the Parties. Unless earlier terminated in accordance with the provisions of this Agreement or other agreements separately executed between the Parties, the term of this Agreement shall be thirty (30) years. Unless agreed by the Lender in writing before the expiration of the term that this Agreement shall terminate upon expiration of its term, the term of this Agreement shall automatically be extended for another thirty (30) years upon expiration date.

- 8.2 对本协议作出的任何修订、修改与补充,必须经每一方以书面方式作出。经过双方签署的有关本协议的修改协议和补充协议是本协议的组成部分,具有与本协议同等的法律效力。

Any amendment, change and supplement to this Agreement shall be made in writing by all of the Parties. Any amendment agreement and supplementary agreement duly executed by the Parties hereto with regard to this Agreement shall constitute an integral part of this Agreement, and shall have equal legal validity as this Agreement.

- 8.3 如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

- 8.4 本协议的附件（如有）为本协议不可分割的组成部分，具有与本协议同等的法律效力。

The attachments (if any) to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

- 8.5 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。本协议第 4、6、7 条和本第 8.5 条的规定在本协议终止后继续有效。

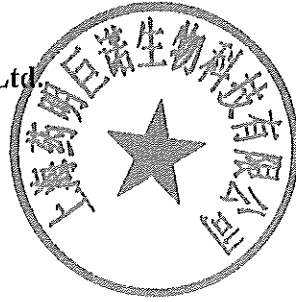
Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof. The provisions of Sections 4, 6, 7 and this Section 8.5 shall survive the termination of this Agreement.

- 8.6 本协议以中文和英文书就，一式两份，贷款人和借款人各持一份。如果中文版本和英文版本之间有任何不一致，以中文版本为准。
This Agreement shall be written in both Chinese and English language in two copies, each Party having one copy. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

有鉴于此, 双方已使得经其授权的代表于文首所述日期签署了本借款协议并即生效, 以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Loan Agreement as of the date first above written.

贷款人: 上海药明巨诺生物科技有限公司
Lender: JW Therapeutics (Shanghai) Co., Ltd.



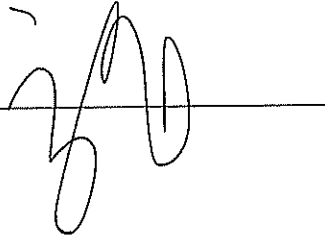
签署/By 
姓名/Name: YIPING JAMES LI
职位/Title: 法定代表人/Legal Representative


有鉴于此，双方已使得经其授权的代表于文首所述日期签署了本借款协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Loan Agreement as of the date first above written.

借款人： 高星
Borrower: GAO Xing

签署/By _____

A handwritten signature in black ink, consisting of stylized, overlapping loops and curves, positioned over a horizontal line.



Name: Yiping James Li
Position: Director
Date: 19 OCT 2020

股权质押协议
Equity Interest Pledge Agreement

本股权质押（下称“本协议”）由以下各方于 2020 年 7 月 29 日在中华人民共和国（下称“中国”）上海市签订：

This Exclusive Interest Pledge Agreement (this “Agreement”) is executed by and among the following Parties as of July 29th, 2020 in Shanghai, the People’s Republic of China (“China” or the “PRC”):

甲方：上海药明巨诺生物科技有限公司（下称“质权人”），一家依照中国法律设立和存在的外商投资企业，注册地址为中国（上海）自由贸易试验区美盛路 227 号 41#楼二层 C 部位；

Party A: JW Therapeutics (Shanghai) Co., Ltd. (hereinafter the “Pledgee”), a foreign-invested enterprise, organized and existing under the laws of the PRC, with its registered address at Part C, 2nd Floor, Building 41, No. 227, Meisheng Road, China (Shanghai) Pilot Free Trade Zone, Shanghai;

乙方：高星（下称“出质人”）（中国公民，中国居民身份证号码：120109198502016528）

Party B: GAO Xing (hereinafter the “Pledgor”) (a Chinese citizen with PRC ID Card No.: 120109198502016528)

丙方：上海炬明医疗技术有限公司，一家依照中国法律设立和存在的有限责任公司，注册地址为中国（上海）自由贸易试验区中科路 702 号 4 幢 2 楼 H 区。

Party C: Shanghai Ju Ming Medical Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its registered address at Area H, 2nd Floor, Building 4, No. 702 Zhongke Road, China (Shanghai) Pilot Free Trade Zone, Shanghai.

质权人、出质人和丙方以下各称“一方”，合称“各方”。

Each of the Pledgee, the Pledgor and Party C shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 出质人是公民，在本协议签署日，持有丙方百分之五十的股权，代表丙方注册资本人民币 50 万元（RMB500,000）。丙方是一家在中国上海市注册成立的有限责任公司。丙方有意在此确认出质人和质权人在本协议下的权利和义务并提供必要的协助登记该质权；

The Pledgor is a citizen of China who as of the date hereof holds 50% of the equity interests of Party C, representing RMB500,000 in the registered capital of Party C. Party C is a limited liability company registered in Shanghai, China. Party C acknowledges the respective rights and obligations of the Pledgor and the Pledgee under this Agreement, and intends to provide any necessary assistance in

registering the Pledge;

- (B) 质权人是一家在中国注册的外商投资企业。质权人与丙方签订了独家业务合作协议（定义如下）；质权人与出质人、丙方签订了独家购买权协议（定义如下）；出质人签署了授权质权人的授权委托书（定义如下）；质权人与出质人签订了借款协议（定义如下）；

The Pledgee is a foreign-invested enterprise registered in China. The Pledgee and Party C have executed an Exclusive Business Cooperation Agreement (as defined below); Party C, the Pledgee and the Pledgor have executed an Exclusive Option Agreement (as defined below); the Pledgor has executed a Power of Attorney (as defined below) in favor of the Pledgee; and the Pledgee and the Pledgor have executed a Loan Agreement (as defined below) as defined below;

- (C) 为了保证丙方和出质人履行独家业务合作协议、独家购买权协议、借款协议和授权委托书项下的义务，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权协议、借款协议和授权委托书项下的义务做出质押担保。

To ensure that Party C and the Pledgor fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the Loan Agreement and the Power of Attorney, the Pledgor hereby pledges to the Pledgee all of the equity interest that the Pledgor holds in Party C as security for Party C's and the Pledgor's obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the Loan Agreement and the Power of Attorney.

为了履行交易文件的条款，各方商定按照以下条款签订本协议。

To perform the provisions of the Transaction Documents (as defined below), the Parties have mutually agreed to execute this Agreement upon the following terms.

1. 定义 Definitions

除非本协议另有规定，下列词语含义为：

Unless otherwise provided herein, the terms below shall have the following meanings:

- 1.1 质权：指出质人根据本协议第 2 条给予质权人的担保物权，即指质权人所享有的，以出质人质押给质权人的质押股权折价或拍卖、变卖该质押股权的价款优先受偿的权利。

Pledge: shall refer to the security interest granted by the Pledgor to the Pledgee pursuant to Section 2 of this Agreement, i.e., the right of the Pledgee to be paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from the auction or sale of the Equity Interest.

- 1.2 质押股权：指出质人目前持有的丙方百分之五十的股权，代表丙方注册资本人民币 50 万元，以及其将来合法获得的在丙方的全部股权权益。

Equity Interest: shall refer to 50% equity interests in Party C currently held by the Pledgor, representing RMB500,000 in the registered capital of Party C, and all of the equity interest hereafter legally acquired by the Pledgor in Party C.

- 1.3 质押期限：指本协议第 3 条规定的期间。

Term of the Pledge: shall refer to the term set forth in Section 3 of this Agreement.

- 1.4 交易文件：指丙方与质权人于 2017 年 11 月 2 日签订的独家业务合作协议（“独家业务合作协议”）；出质人、丙方与质权人于 2020 年 7 月 29 日签订的独家购买权协议（“独家购买权协议”）；质权人与出质人于 2020 年 7 月 29 日签订的借款协议（“借款协议”）和出质人于 2020 年 7 月 29 日签署的授权委托书（“授权委托书”），以及对前述文件的任何修改、修订和/或重述。

Transaction Documents: shall refer to the Exclusive Business Cooperation Agreement executed by and between Party C and the Pledgee on November 2, 2017, (the “Exclusive Business Cooperation Agreement”), the Exclusive Option Agreement executed by and among Party C, the Pledgee and the Pledgor on July 29, 2020, (the “Exclusive Option Agreement”), the Loan Agreement executed by and between the Pledgee and the Pledgor on July 29, 2020 (the “Loan Agreement”), Power of Attorney executed on July 29, 2020 by the Pledgor (the “Power of Attorney”) and any modification, amendment and restatement to the aforementioned documents.

- 1.5 合同义务：指出质人在独家购买权协议、授权委托书、借款协议和本协议项下所负的所有义务；丙方在独家业务合作协议、独家购买权协议、和本协议项下所负的所有义务。

Contract Obligations: shall refer to all the obligations of the Pledgor under the Exclusive Option Agreement, the Power of Attorney, the Loan Agreement and this Agreement; all the obligations of Party C under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Agreement.

- 1.6 担保债务：指质权人因出质人和/或丙方在交易文件下的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失。该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测、丙方在独家业务合作协议项下应支付的服务费用、在交易文件下的违约赔偿及相关费用，及质权人为强制出质人和/或丙方执行其合同义务而发生的所有费用。

Secured Indebtedness: shall refer to all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the Pledgee, incurred as a result of any Event of Default on the part of the Pledgor and/or Party C under the Transaction Documents. The amount of such losses shall be calculated based on such factors as the reasonable business plan and profit forecast of the Pledgee, the consulting and service fees payable to the Pledgee under the Exclusive Business Cooperation Agreement, damages and relevant fees under the Transaction Documents, all expenses occurred by the Pledgee in connection with enforcement of the Pledgor's and/or Party C's Contract Obligations and etc.

1.7 违约事件：指本协议第 7 条所列任何情况。

Event of Default: shall refer to any of the circumstances set forth in Section 7 of this Agreement.

1.8 违约通知：指质权人根据本协议发出的宣布违约事件的通知。

Notice of Default: shall refer to the notice issued by the Pledgee in accordance with this Agreement declaring an Event of Default.

2. 质权 Pledge

2.1 出质人兹同意将质押股权按照本协议的约定出质给质权人作为履行合同义务和偿还担保债务的担保。丙方兹同意出质人按照本协议的约定将质押股权出质给质权人。

The Pledgor agrees to pledge all the Equity Interest as security for performance of the Contract Obligations and payment of the Secured Indebtedness under this Agreement. Party C hereby assents that the Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.

2.2 在质押期间，除非适用法律法规禁止，质权人有权收取质押股权所产生的红利或股利。未经质权人事先书面同意，出质人不得获得质押股权上分得的股利或分红。出质人因质押股权而分得的股利或分红在扣除出质人缴纳的个人所得税后应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在中国法律不禁止的范围内，以中国法律允许的方式将此等红利、股利无条件地赠送给质权人或质权人指定的人。

During the term of the Pledge, unless prohibited by the applicable laws and regulations, the Pledgee is entitled to receive dividends distributed on the Equity Interest. Without the prior written consent of the Pledgee, the Pledgor shall not receive dividends distributed on the Equity Interest. Dividends received by the Pledgor on Equity Interest after the deduction of individual income tax paid by the Pledgor shall be, as required by the Pledgee, (1) deposited into an account designated and supervised by the

Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to making any other payment; or (2) to the extent not prohibited by the applicable PRC laws, unconditionally donated to the Pledgee or any other person designated by the Pledgee in the manner permitted by the PRC laws.

- 2.3 在质权人事先书面同意的情况下，出质人方可对丙方增资。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权，各方应为此签订进一步的质押协议，并为增加的出资额办理质押登记。

The Pledgor may subscribe for a capital increase in Party C only with prior written consent of the Pledgee. Any additional equity interest obtained by the Pledgor as a result of the Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest, and the Parties shall enter into further equity pledge agreement for this purpose and complete registration of the pledge of such additional equity interest.

- 2.4 如丙方根据中国法律的强制性规定需予以解散或清算，在丙方依法完成解散或清算程序后，出质人从丙方依法分配的任何利益，应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在中国法律不禁止的范围内，以中国法律允许的方式无条件地赠予质权人或质权人指定的人。

In the event that Party C is required by PRC law to be liquidated or dissolved, any interest distributed to the Pledgor upon Party C's dissolution or liquidation shall, upon the request of the Pledgee, be (1) deposited into an account designated and supervised by the Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) to the extent not prohibited by PRC laws, unconditionally donated to the Pledgee or any other person designated by the Pledgee in the manner permitted by the applicable PRC laws.

3. 质押期限

Term of the Pledge

- 3.1 本质权自本协议项下的质押股权出质在相应的工商行政管理机关登记之日起生效，质权有效期持续到所有合同义务履行完毕和所有的担保债务清偿完毕为止。出质人和丙方应（一）自本协议签署之日起3个工作日内，将本协议的质权登记在丙方股东名册上，并（二）自本协议签署之日起三十（30）日内向相应的工商行政管理机关申请并完成登记本协议项下的质权。各方共同确认，为办理股权质押工商登记手续，各方及丙方其他股东应将本协议或者一份按照丙方所在地工商行政管理部门要求的形式签署的、真实反映本协议项下质权信息的股权质押合同（以下简称“工商登记质押合同”）提交给工商行政管理机关，工商登记质押合同中未约定事项，仍以本协议约定为准。出质人和丙方应当按照中国法律法规和有关工商行政管理机关的各项要求，提交所有必要的文件

并办理所有必要手续，保证质权在递交申请后尽快获得登记。

The Pledge shall become effective on such date when the pledge of the Equity Interest contemplated herein is registered with the relevant administration for industry and commerce (the "AIC"). The Pledge shall remain effective until all Contract Obligations have been fully performed and all Secured Indebtedness has been fully paid. The Pledgor and Party C shall (1) register the Pledge in the shareholders' register of Party C within 3 business days following the execution of this Agreement, and (2) complete the registration of the Pledge of the Equity Interest contemplated herein with the AIC within thirty (30) days following the execution of this Agreement. The parties covenant that for the purpose of registration of the Pledge, the parties hereto and all other shareholders of Party C shall submit to the AIC this Agreement or an equity interest pledge contract in the form required by the AIC at the location of Party C which shall truly reflect the information of the Pledge hereunder (the "AIC Pledge Contract"). For matters not specified in the AIC Pledge Contract, the Parties shall be bound by the provisions of this Agreement. The Pledgor and Party C shall submit all necessary documents and complete all necessary procedures, as required by the relevant PRC laws and regulations and the competent AIC, to ensure that the Pledge of the Equity Interest shall be registered with the AIC as soon as possible after submission for filing.

- 3.2 质押期限内，如出质人和/或丙方未履行合同义务或支付担保债务，质权人有权但无义务按本协议的规定行使质权。

During the Term of the Pledge, in the event the Pledgor and/or Party C fails to perform the Contract Obligations or pay Secured Indebtedness, the Pledgee shall have the right, but not the obligation, to exercise the Pledge in accordance with the provisions of this Agreement.

4. 质权凭证的保管

Custody of Records for Equity Interest subject to the Pledge

- 4.1 在本协议规定的质押期限内，出质人应在本协议签订之日起一周内将其在丙方的股权出资证明书及记载质权的股东名册交付质权人保管。质权人将在本协议规定的全部质押期间一直保管这些文件。

During the Term of the Pledge set forth in this Agreement, the Pledgor shall deliver to the Pledgee's custody the capital contribution certificate for the Equity Interest and the shareholders' register containing the Pledge within one week from the execution of this Agreement. The Pledgee shall have custody of such documents during the entire Term of the Pledge set forth in this Agreement.

5. 出质人和丙方的陈述和保证

Representations and Warranties of the Pledgor and Party C

出质人和丙方特此在本协议签署之日向甲方共同及分别陈述和保证如下：

As of the execution date of this Agreement, the Pledgor and Party C hereby jointly and severally represent and warrant to the Pledgee that:

- 5.1 出质人是质押股权唯一的合法所有人。质权人有权以本协议规定的方式处分并转让质押股权。

The Pledgor is the sole legal and beneficial owner of the Equity Interest. The Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.

- 5.2 出质人和丙方均具有全部的权力、能力和授权以签订和交付本协议，并履行其在本协议下的义务。本协议一旦签署即构成出质人和丙方合法、有效及具有约束力的义务，并可按照其条款对其强制执行。

Each of the Pledgor and Party C has the power, capacity and authority to execute and deliver this Agreement, and to perform it/his obligations under this Agreement. This Agreement constitutes the Pledgor's and Party C's legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof.

- 5.3 除本质权之外，出质人未在质押股权上设置任何其他担保权益或其他权利负担。

Except for the Pledge, the Pledgor has not placed any security interest or other encumbrance on the Equity Interest.

- 5.4 出质人和丙方已经为签署，交付和履行本协议取得政府部门和第三方的同意及批准（若需）。

The Pledgor and Party C have obtained any and all approvals and consents from the applicable government authorities and third parties (if required) for the execution, delivery and performance of this Agreement.

- 5.5 本协议的签署、交付和履行均不会：(i)导致违反任何有关的中国法律；(ii)与丙方章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违违反向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件。

The execution, delivery and performance of this Agreement will not: (i) violate any relevant PRC laws; (ii) conflict with Party C's articles of association or other constitutional documents; (iii) result in any breach of or constitute any default under any contract or document to which it is a party or by which it is otherwise bound; (iv) result in any violation of any condition for the grant and/or maintenance of any permit or approval granted to any Party; or (v) cause any permit or approval granted to any

Party to be suspended, cancelled or attached with additional conditions.

6. 出质人和丙方的承诺 Covenants of the Pledgor and Party C

6.1 在本协议存续期间，出质人和丙方共同和分别向质权人承诺：

During the term of this Agreement, the Pledgor and Party C hereby jointly and severally covenant to the Pledgee:

6.1.1 除履行交易文件外，未经质权人事先书面同意，出质人不得转让质押股权或其任何部分，不得在质押股权上设立或允许存在任何担保或其他债务负担；丙方不得同意或协助前述行为；

The Pledgor shall not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance on the Equity Interest or any portion thereof, without the prior written consent of the Pledgee, except for the performance of the Transaction Documents; Party C shall not assent to or assist in the aforesaid behaviors;

6.1.2 出质人和丙方应遵守和执行有关质押的所有适用法律法规的规定，如果收到有关主管机关就质权发出或制定的任何通知、指令或建议时，于五（5）日内向质权人出示上述通知、指令或建议，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述；

The Pledgor and Party C shall comply with and carry out all requirements under applicable laws and regulations relating to pledge, and within five (5) days of receipt of any notice, order or recommendation issued or made by the competent authorities regarding the Pledge (if any), shall present the aforementioned notice, order or recommendation to the Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon the Pledgee's reasonable request or upon consent of the Pledgee;

6.1.3 出质人和丙方应将任何可能影响质押股权（或其任何部分）的事件或收到的通知，以及可能对出质人在本协议中的任何保证、义务或对出质人履行其在本协议下义务可能产生影响的任何事件或收到的通知及时通知质权人；

Each of the Pledgor and Party C shall promptly notify the Pledgee of any event or notice received by it that may have an impact on the Equity Interest (or any portion thereof,) as well as any event or notice received by it that may have an impact on any guarantees and obligations of the Pledgor under this Agreement or the performance of obligations of the Pledgor under this Agreement;

- 6.1.4 丙方应在其经营期限届满前三（3）个月内办理完成延长经营期限的登记手续，以使本协议的效力得以持续。

Party C shall complete the registration procedures for the extension of the operation term within three (3) months prior to the expiration of such term to maintain the validity of this Agreement.

- 6.2 出质人同意，质权人按本协议条款取得的对质权享有的权利，不应受到出质人或出质人的继任者、继承人或出质人之委托人或任何其他通过法律程序的中断或妨害。

The Pledgor agrees that the rights acquired by the Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by the Pledgor or any, successors, heirs or representatives of the Pledgor or any other persons through any legal proceedings.

- 6.3 出质人向质权人保证，为保护或完善本协议对合同义务和担保债务的担保，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人所要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人所要求的行为，并为本协议赋予质权人之权利、授权的行使提供便利，与质权人或其指定的人(自然人/法人)签署所有的有关质押股权所有权的文件，并在合理期间内向质权人提供其认为需要的所有的有关质权的通知、命令及决定。

To protect or perfect the security interest granted by this Agreement for the Contract Obligations and Secured Indebtedness, the Pledgor hereby undertakes to execute in good faith and to cause other parties who have an interest in the Pledge to execute all certificates, agreements, deeds and/or covenants required by the Pledgee. The Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by the Pledgee, to facilitate the exercise by the Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with the Pledgee or designee(s) of the Pledgee (natural persons/legal persons). The Pledgor undertakes to provide the Pledgee within a reasonable time with all notices, the orders and decisions regarding the Pledge that are required by the Pledgee.

- 6.4 出质人向质权人保证，出质人将遵守、履行本协议项下所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此遭受的一切损失。

The Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, the Pledgor shall indemnify the Pledgee for all losses resulting therefrom.

7. 违约事件

Event of Breach

7.1 下列事项均被视为违约事件：

The following circumstances shall be deemed an Event of Default:

7.1.1 出质人对其在交易文件及/或本协议项下的任何义务的违反：

The Pledgor's any breach to any obligations under the Transaction Documents and/or this Agreement.

7.1.2 丙方对其在交易文件及/或本协议项下的任何义务的违反。

Party C's any breach to any obligations under the Transaction Documents and/or this Agreement.

7.2 如知道或发现本第7.1条所述的任何事项或可能导致上述事项的事件已经发生，出质人和丙方应立即以书面形式通知质权人。

Upon notice or discovery of the occurrence of any circumstances or event that may lead to the aforementioned circumstances described in Section 7.1, the Pledgor and Party C shall immediately notify the Pledgee in writing accordingly.

7.3 除非第7.1条下的违约事件在质权人向出质人和/或丙方发出要求其纠正此违约行为通知后的二十（20）天之内已经按质权人要求得到补救，质权人在其后的任何时间，可向出质人发出书面违约通知，要求依据第8条行使质权。

Unless an Event of Default set forth in Section 7.1 has been successfully resolved to the Pledgee's satisfaction within twenty (20) days after the Pledgee and/or Party C delivers a notice to the Pledgor requesting ratification of such Event of Default, the Pledgee may issue a Notice of Default to the Pledgor in writing at any time thereafter, demanding the Pledgor to immediately exercise the Pledge in accordance with the provisions of Section 8 of this Agreement.

8. 质权的行使

Exercise of the Pledge

8.1 在质人行使其质押权利时，质权人应向出质人发出书面违约通知。

The Pledgee shall issue a written Notice of Default to the Pledgor when it exercises the Pledge.

8.2 受限于第7.3条的规定，质权人可在按第8.1条发出违约通知之后的任何时间里对质权行使处分的权利。

Subject to the provisions of Section 7.3, the Pledgee may exercise the right to enforce the Pledge at any time after the issuance of the Notice of Default in accordance with Section 8.1.

- 8.3 质权人有权在根据第 8.1 条发出违约通知后,行使其根据中国法律、交易文件及本协议条款而享有的全部违约救济权利,包括但不限于以质押股权折价或以拍卖、变卖质押股权所得的价款以优先受偿。质权人对其合理行使该等权利和权力造成的任何损失不负责任。

After the Pledgee issues a Notice of Default to the Pledgor in accordance with Section 8.1, the Pledgee may exercise any remedy measure under the applicable PRC laws, the Transaction Documents and this Agreement, including but not limited to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from the auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its duly exercise of such rights and powers.

- 8.4 质人行使质权获得的款项,应优先支付因处分质押股权而应缴的税款和费用以及向质权人履行合同义务及偿还担保债务。扣除上述款项后如有余款,质权人应将余款交还出质人或根据有关法律、法规对该款项享有权利的其他人或者向出质人所在地公证机关提存,由此所生之任何费用全部由出质人承担;在中国法律不禁止的范围内,出质人应以中国法律允许的方式将上述款项无条件地赠予质权人或质权人指定的人。

The proceeds from the exercise of the Pledge by the Pledgee shall be used to pay for the taxes and expenses incurred as a result of disposing the Equity Interest and to perform the Contract Obligations and pay the Secured Indebtedness to the Pledgee prior and in preference to any other payment. After the payment of the aforementioned amounts, the remaining balance shall be returned to the Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where the Pledgor resides, with all expenses incurred being borne by the Pledgor. To the extent not prohibited by the applicable PRC laws, the Pledgor shall unconditionally donate the aforementioned proceeds to the Pledgee or any other person designated by the Pledgee in the manner permitted by the PRC laws.

- 8.5 质权人有权选择同时或先后行使其享有的任何违约救济。质权人在行使本协议项下的以质押股权折价或拍卖、变卖质押股权所得款项优先受偿的权利前,无须先行使其他违约救济。

The Pledgee may exercise any remedy measure available to it simultaneously or in any order. The Pledgee may exercise the priority right in compensation based on the monetary valuation that such Equity Interest is converted into or with the proceeds from the auction or sale of the Equity Interest under this Agreement, without being required to exercise any other remedy measure first.

- 8.6 质权人有权以书面方式指定其律师或其他代理人行使其质权,出质人或丙方对此均不得提出异议。

The Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and the Pledgor or Party C shall not raise any objection to such exercise.

- 8.7 质权人依照本协议处分质权时,出质人和丙方应予以必要的协助,以使质权人实现其质权。

When the Pledgee disposes of the Pledge in accordance with this Agreement, the Pledgor and Party C shall provide the necessary assistance to enable the Pledgee to enforce the Pledge in accordance with this Agreement.

9. 违约责任 Breach of Agreement

- 9.1 若出质人或丙方实质性违反本协议项下的任何一项约定,或不履行、不完全履行或迟延履行本协议项下的任何一项义务,即构成出质人或丙方(视情况而定)在本协议下的违约。质权人有权要求出质人或丙方补正或采取补救措施。如在质权人向出质人或丙方发出书面通知并提出补正要求后的十(10)天内(或质权人要求的其他合理期限内)出质人或丙方(视情况而定)仍未补正或采取补救措施,则质权人有权自行决定(1)终止本协议,并要求出质人或丙方(视情况而定)给予全部的损害赔偿;或者(2)要求强制履行出质人或丙方(视情况而定)在本协议项下的义务,并要求出质人或丙方(视情况而定)给予全部的损害赔偿。本条不妨碍质权人在本协议下任何其他权利。

If the Pledgor or Party C materially breaches any provision under this Agreement, or fails to perform, performs incompletely or delays to perform any obligation under this Agreement, it shall constitute a breach under this Agreement on the part of the Pledgor or Party C (as the case may be). The Pledgee is entitled to require the Pledgor or Party C to rectify or take remedial measures. If within ten (10) days after the Pledgee delivers a written notice to the Pledgor or Party C and requires for rectification (or within any other reasonable period required by the Pledgee), the Pledgor or Party C (as the case may be) fails to rectify or take remedial measures, the Pledgee is entitled to, at its sole discretion, (1) terminate this Agreement and require the Pledgor or Party C (as the case may be) to compensate all the losses; or (2) require specific performance of the obligations of the Pledgor or Party C (as the case may be) under this Agreement and require the Pledgor or Party C (as the case may be) to compensate all the losses. This Section shall not prejudice any other rights of the Pledgee under this Agreement.

- 9.2 除非法律另有规定,出质人或丙方在任何情况均不得单方面终止或解除

本协议。

The Pledgor or Party C shall not have any right to terminate this Agreement unilaterally in any event unless otherwise required by the applicable laws.

10. 转让 Assignment

- 10.1 除非经质权人事先同意, 出质人和丙方均不得转让或分派其在本协议项下的权利义务。

Without the Pledgee's prior written consent, neither the Pledgor nor Party C shall assign or delegate its/his rights and obligations under this Agreement.

- 10.2 本协议对出质人及其继任者、继承人(包括继承质押股权的)和经允许的受让方均具有约束力, 并对其有效。

This Agreement shall be binding on the Pledgor and his/her successors, heirs (including who inherited the Equity Interest) and permitted assigns, and shall be valid with respect to the Pledgee and each of his/her successors, heirs and permitted assigns.

- 10.3 质权人可以在任何时候将其在交易文件和本协议中的所有或任何权利和义务转让给其指定的人, 在这种情况下, 受让人应享有和承担交易文件和本协议项下质权人享有和承担的权利和义务, 如同其作为原协议方应享有和承担的一样。

At any time, the Pledgee may assign any and all of its rights and obligations under the Transaction Documents and this Agreement to its designee(s), in which case the assignees shall have the rights and obligations of the Pledgee under the Transaction Documents and this Agreement, as if it were the original party to the Transaction Documents and this Agreement.

- 10.4 因转让所导致的质权人变更后, 应质权人要求, 出质人和/或丙方应与新的质权人签订一份内容与本协议一致的新质押协议, 并在相应的工商行政管理机关进行登记。

In the event of change of the Pledgee due to assignment, the Pledgor and/or Party C shall, at the request of the Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement, and register the same with the competent AIC.

- 10.5 出质人和丙方应严格遵守本协议和各方单独或共同签署的其他有关协议的规定, 包括交易文件, 履行交易文件项下的义务, 并不进行任何足以影响协议的有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示, 出质人不得行使其对质押股权还留存的权利。

The Pledgor and Party C shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Transaction Documents, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of the Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by the Pledgor except in accordance with the written instructions of the Pledgee.

11. 终止

Termination

11.1 在出质人和丙方充分、完全地履行了所有的合同义务和清偿了所有的担保债务后，质权人应根据出质人的要求，在尽早合理可行的时间内，解除本协议下的股权质押的质押，并配合出质人办理注销在丙方的股东名册内所作的股权质押的登记以及办理在相关工商行政管理部门的质押注销登记。

Upon the fulfillment of all Contract Obligations and the full payment of all Secured Indebtedness by the Pledgor and Party C, the Pledgee shall release the Pledge under this Agreement upon the Pledgor's request as soon as reasonably practicable and shall assist the Pledgor in de-registering the Pledge from the shareholders' register of Party C and with the competent PRC local administration for industry and commerce.

11.2 本协议第 9、13、14 条和本第 11.2 条的规定在本协议终止后继续有效。

The provisions under Sections 9, 13, 14 and 11.2 herein of this Agreement shall survive the expiration or termination of this Agreement.

12. 手续费及其他费用

Handling Fees and Other Expenses

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等全部由丙方承担。

All fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by Party C.

13. 保密责任

Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(a) 公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b) 根据适用法律法规、股票交

易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

14. 适用法律和争议的解决

Governing Law and Resolution of Disputes

14.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决均适用中国法律。

The execution, effectiveness, interpretation, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of China.

14.2 因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果无法通过协商解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的，对各方均有约束力。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the

arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties.

- 14.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时,除争议的事项外,本协议各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

15. 通知 Notices

- 15.1 本协议项下要求的或与本协议有关的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付、商业快递服务、传真或电子邮件的方式发到该方以下所列地址。该等通知视为有效送达的日期按如下方式确定:

All notices and other communications required to be given pursuant to this Agreement or otherwise given in connection with this Agreement shall be delivered personally, or sent by registered mail, prepaid postage, a commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 15.1.1 通知如果是以专人递送发出的,则以在下列地址被接收,或留置于下列地址之日,为有效送达日;

Notices given by personal delivery shall be deemed effectively given on the date of receipt at the address set forth below, or the date on which such notices are placed at the address set forth below

- 15.1.2 通知如果是以快递服务、挂号邮寄、或邮资预付发出的,则以在下列地址被接收、拒收或因任何原因被退件之日,为有效送达日;

Notices given by courier service, registered mail or prepaid postage shall be deemed effectively given on the date of receipt, refusal or return for any reason at the address set forth below;

- 15.1.3 通知如果是以传真发出的,则以向下列传真号码成功传送之日为有效送达日(应以自动生成的传送确认信息为证)。通知如果是传电子邮件发出的,则在发件一方收到系统信息显示发件成功或在 24 小时内未收到表明电子邮件未被送达或被退回的系统信息的情况下,以电子邮件成功传送之日为有效送达日。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission to the Fax no. set forth

below (as evidenced by an automatically generated confirmation of transmission). Notices given by email shall be deemed effectively given on the date of successful transmission, provided that the sending Party has received a system message indicating successful transmission or has not received a system message within 24 hours indicating failure of delivery or return of email.

15.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

质权人： 上海药明巨诺生物科技有限公司
Pledgee: JW Therapeutics (Shanghai) Co., Ltd.
地址： 中国（上海）自由贸易试验区德林路 90 号五层 B 部位
Address: 5B, No.90, Delin Rd, China (Shanghai) Pilot Free Trade Zone
收件人： YIPING JAMES LI
Attn: YIPING JAMES LI
电子邮件： james.li@jwtherapeutics.com
Email: james.li@jwtherapeutics.com

出质人： 高星
Pledgor: Gao Xing
地址： 【北京东城区金宝街 89 号金宝大厦 10 楼】
Address: 【10/F Jinbao Tower, No. 89 Jinbao Street, Dongcheng District, Beijing, People's Republic of China】
电子邮件： GaoXing@citicpe.com
Email: GaoXing@citicpe.com

丙方： 上海炬明医疗技术有限公司
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.
地址： 中国（上海）自由贸易试验区德林路 90 号五层 B 部位
Address: 5B, No.90, Delin Rd, China (Shanghai) Pilot Free Trade Zone
收件人： YIPING JAMES LI
Attn: YIPING JAMES LI
电子邮件： james.li@jwtherapeutics.com
Email: james.li@jwtherapeutics.com

15.3 任何一方可按本条规定的方式随时给其他各方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms of this Section.

16. 分割性
Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法

律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Contract are held to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Contract shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

17. 附件
Attachments

本协议所列附件，为本协议不可分割的组成部分。

The attachments set forth herein shall be an integral part of this Agreement.

18. 生效和修改
Effectiveness and Amendments

18.1 本协议自各方正式签署之日起生效，直至合同义务全部履行完毕和担保债务全部清偿完毕时终止。

This Agreement shall become effective upon execution by the Parties, until the Contract Obligations have been fully performed and the Secured Indebtedness have been fully paid.

18.2 对本协议作出的任何修订、修改与补充，必须经每一方以书面方式作出。经过各方签署的有关本协议的修改协议和补充协议是本协议的组成部分，具有与本协议同等的法律效力。

Any amendment, change and supplement to this Agreement shall be made in writing by all of the Parties. Any amendment agreement and supplementary agreement duly executed by the Parties hereto with regard to this Agreement shall constitute an integral part of this Agreement, and shall have equal legal validity as this Agreement.

19. 语言和副本
Language and Counterparts

本协议以中文和英文书就，一式四份，质权人、出质人和丙方各持一份，剩余一份用于登记。如果中文版本和英文版本之间有任何不一致，以中文版本为准。

This Agreement is written in Chinese and English in four copies. The Pledgor, the Pledgee and Party C shall hold one copy respectively and the other copy shall be used for registration. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

本页其余部分刻意留为空白
The Remainder of this page is intentionally left blank

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first above written.

质权人：上海药明巨诺生物科技有限公司

Pledgee: JW Therapeutics (Shanghai) Co., Ltd.



签署/By _____

姓名/Name: YIPING JAMES LI

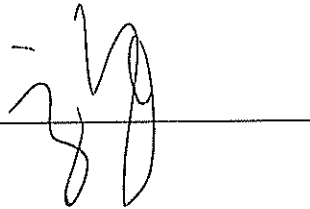
职位/Title: 法定代表人/Legal Representative

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first above written.

出质人：高星
Pledgor: GAO Xing

签署/By

A handwritten signature in black ink, appearing to be 'GAO XING', is written over a horizontal line. The signature is stylized and cursive.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first above written.

丙方： 上海炬明医疗技术有限公司
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.

签署/By _____
姓名/Name: LV Jing
职位/Title: 法定代表人/Legal Representative



附件:

Attachments:

1. 丙方股东名册;
Register of Shareholders of Party C;
2. 丙方的出资证明书;
The Capital Contribution Certificate for Party C;
3. 独家业务合作协议;
Exclusive Business Cooperation Agreement;
4. 独家购买权协议;
Exclusive Option Agreement;
5. 借款协议;
Loan Agreement
6. 授权委托书。
Power of Attorney.

上海炬明医疗技术股东名册
Register of Shareholders of
Shanghai Ju Ming Medical Technology Co., Ltd.

1. 股东姓名：吕晶

Name of Shareholder: LV Jing

中国居民身份证号码：310108198011204427

PRC ID Card No.: 310108198011204427

住所：上海华灵路 630 弄 1 号 301

Address: Rom 301, No. 1 of Lane 630, Hua Ling Road, Shanghai

出资额：人民币 50 万元（将按照章程规定的期限出资）

Capital Contribution: RMB500,000 (to be paid in accordance with the articles of association)

持股比例：50%

Percentage of Shareholding: 50%

出资证明书编号：001

Capital Contribution Certificate No.: 001

吕晶持有上海炬明医疗技术有限公司 50% 的股权，此 50% 的股权应该全部质押给上海药明巨诺生物科技有限公司，并向登记机关办理质押登记手续。

LV Jing holds 50% of the equity interests in Shanghai Ju Ming Medical Technology Co., Ltd. Such 50% equity interest shall be pledged to JW Therapeutics (Shanghai) Co., Ltd., and such pledge will be registered with the registration authority.

2. 股东姓名：高星

Name of Shareholder: GAO Xing

中国居民身份证号：120109198502016528

PRC ID Card No.: 120109198502016528

住所：北京东城区金宝街 89 号金宝大厦 10 楼

Address: 10/F Jinbao Tower, No. 89 Jinbao Street, Dongcheng District, Beijing, People's Republic of China

出资额：人民币 50 万元（按照章程规定的期限出资）

Capital Contribution: RMB500,000 (to be paid in accordance with the articles of association)

持股比例：50%

Percentage of Shareholding: 50%

出资证明书编号：003

Capital Contribution Certificate No.: 003

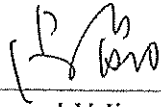
高星持有上海炬明医疗技术有限公司 50%的股权，此 50%的股权应该全部质押给上海药明巨诺生物科技有限公司，并向登记机关办理质押登记手续。

GAO Xing holds 50% of the equity interests in Shanghai Ju Ming Medical Technology Co., Ltd. Such 50% equity interest shall be pledged to JW Therapeutics (Shanghai) Co., Ltd., and such pledge will be registered with the registration authority.

(《上海炬明医疗技术有限公司股东名册》签字页)

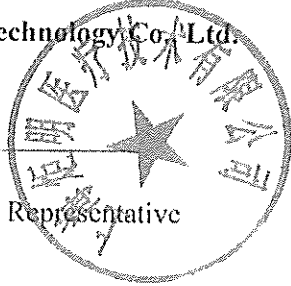
上海炬明医疗技术有限公司
Shanghai Ju Ming Medical Technology Co., Ltd.

签署/By



姓名/Name: LV Jing

职位/Title: 法定代表人/Legal Representative



日期: 2020年 8 月 5 日

Date: Aug 5th, 2020

上海炬明医疗技术有限公司出资证明书
(编号: 003)
Capital Contribution Certificate
for Shanghai Ju Ming Medical Technology Co., Ltd.
(No: 003)

公司名称: 上海炬明医疗技术有限公司
Company Name: Shanghai Ju Ming Medical Technology Co., Ltd.

公司成立日期: 2017年7月10日
Date of Establishment: July 10, 2017

公司注册资本: 人民币 100 万元
Registered Capital: RMB1,000,000

股东姓名: 高星
Name of Shareholder: GAO Xing

中国居民身份证号码: 120109198502016528
PRC ID Card No.: 120109198502016528

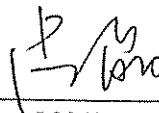
股东认缴的出资额: 人民币 50 万元;
Amount of Capital Subscribed by the Shareholder: RMB500,000;

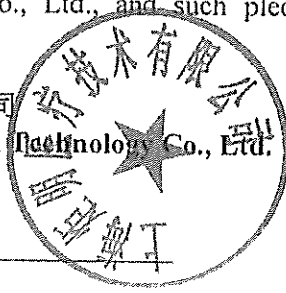
股东已缴付的出资额: 人民币 50 元
Amount of Capital Contributed by the Shareholder: RMB500,000

特此证明高星持有上海炬明医疗技术有限公司注册资本中的人民币 50 万元 (RMB500,000) 出资额 (将按照章程规定的期限出资), 占该公司 50% 的股权。此 50% 的股权应该全部质押给上海药明巨诺生物科技有限公司, 并向登记机关办理质押登记手续。

It is hereby certified that GAO Xing holds RMB500,000 capital (which shall be contributed in accordance with the articles of association) in the registered capital of Shanghai Ju Ming Medical Technology Co., Ltd., which represents 50% of the equity interests of the company. Such 50% equity interest shall be pledged to JW Therapeutics (Shanghai) Co., Ltd., and such pledge will be registered with the registration authority.

上海炬明医疗技术有限公司
Shanghai Ju Ming Medical Technology Co., Ltd.

签署/By 
姓名/Name: LV Jing
职位/Title: 法定代表人/Legal Representative



日期: ____年__月__日
Date: _____

独家业务合作协议
Exclusive Business Cooperation Agreement

本独家业务合作协议（下称“本协议”）由以下双方于 2017 年 11 月 2 日在中华人民共和国（下称“中国”）上海市签署。

This Exclusive Business Cooperation Agreement (this “Agreement”) is made and entered into by and between the following parties on November 2nd, 2017, in Shanghai, the People’s Republic of China (“China” or the “PRC”).

甲方： 上海药明巨诺生物科技有限公司
地址： 中国（上海）自由贸易试验区美盛路 227 号 D11-41#厂房二层 B 部位

Party A: JW Therapeutics (Shanghai) Co., Ltd.
Address: 2F-B, D11-41#, No. 227, Meisheng Road, China (Shanghai) Pilot Free Trade Zone, Shanghai

乙方： 上海炬明医疗技术有限公司
地址： 中国（上海）自由贸易试验区芳春路 400 号 1 幢 3 层

Party B: Shanghai Ju Ming Medical Technology Co., Ltd.
Address: 3rd Floor, Suite 1, No. 400 Fangchun Road, China (Shanghai) Pilot Free Trade Zone, Shanghai

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 甲方是一家在中国成立的外商投资企业，拥有提供相关技术和咨询服务的能力、经验和资源；

Party A is a foreign-invested enterprise established in China, and has sufficient capacity, experience and resources for providing relevant technical and consulting services;

(B) 乙方是一家在中国成立的内资公司，经中国有关政府部门登记可以从事医疗技术、生物科技、医药科技领域内的技术开发、技术咨询、技术服务、技术转让，医疗器械经营，企业管理咨询，机械设备、实验室设备及耗材的销售，从事货物及技术的进出口业务。乙方目前及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称“主营业务”；

Party B is a company established in China with exclusive domestic capital and as registered with the relevant PRC government authorities, is permitted to engage in technology development, technology consulting, technology service and technology transfer, in each case relating to medical technology, biotechnology

and healthcare; medical devices management; enterprise management consulting; sale of machinery and equipment, laboratory equipment and consumable; import & export of goods and technologies. The businesses conducted by Party B currently and at any time during the term of this Agreement are collectively referred to as the "Principal Business";

- (C) 甲方同意利用其技术、人员和资源优势，在本协议期间向乙方提供有关主营业务的独家技术开发、支持、咨询和其他相关服务，乙方同意接受甲方或其指定方按本协议条款的规定提供的各种服务。

Party A is willing to provide Party B with technical development, technical support, management consultation and other related services on an exclusive basis in relation to the Principal Business during the term of this Agreement, utilizing its advantages in technology, team, and resources, and Party B is willing to accept such services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, the Parties have reached the following agreements:

1. 服务提供

Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议期间作为乙方的独家服务提供者向乙方提供全面的技术支持、咨询服务和其他相关服务，包括但不限于以下内容：

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with comprehensive technical support, consulting services and other related services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, including but not limited to the following:

- (1) 许可乙方使用甲方拥有合法权利的与主营业务有关的技术和软件；

Licensing Party B to use the technology and software legally owned by Party A in relation to the Principal Business;

- (2) 为乙方主营业务所需的技术进行设计、开发、维护与更新，并提供相关技术咨询和技术服务；

Design, development, maintenance and updating of technologies necessary for Party B's Principal Business, and provision of related technical consultation and technical services;

- (3) 计算机网络系统及相关数据库的设计、安装和日常管理、维护、更新;
Design, installation, daily management, maintenance and updating of network systems and related database;
- (4) 乙方相关人员的技术支持和专业培训;
Technical support and training for employees of Party B;
- (5) 协助乙方进行有关的技术和市场信息的收集与调研（中国法律限制外商独资企业从事的市场调查除外）;
Assisting Party B in collection and research of technology and market information (excluding market research business that wholly foreign-owned enterprises are restricted from conducting under PRC law);
- (6) 为乙方提供企业管理咨询;
Providing business and management consultation for Party B;
- (7) 为乙方提供市场营销和推广服务;
Providing marketing and promotional services for Party B;
- (8) 开发和测试新产品;
Development and testing of new products;
- (9) 设备、资产出租; 和
Leasing of equipments or properties; and
- (10) 在中国法律允许的情况下, 其他应乙方要求而不时提供的其他相关服务。
Other related services requested by Party B from time to time to the extent permitted under PRC law.

1.2 乙方接受甲方提供的服务。双方同意, 甲方可以指定其关联方或者其他合格的服务提供方（该被指定方可以与乙方签署本协议第 1.3 条描述的一些协议）为乙方提供本协议约定的服务。乙方进一步同意, 除非经甲方事先书面同意, 在本协议期间, 就本协议约定的服务或其他事宜, 乙方不得直接或间接地从任何第三方获得任何与本协议相同或类似的服务, 并不得与任何第三方就本协议所述事项建立任何相同或类似的合作关系。

Party B agrees to accept all the services provided by Party A. The Parties agree that Party A may appoint or designate its affiliates or other qualified

parties to provide Party B with the services under this Agreement (the parties designated by Party A may enter into certain agreements described in Section 1.3 with Party B). Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not directly or indirectly accept the same or any similar services provided by any third party and shall not establish same or similar corporation relationships with any third party regarding the matters contemplated by this Agreement.

1.3 服务的提供方式 Service Providing Methodology

1.3.1 甲、乙双方同意在本协议有效期内，视情况而定，乙方可以与甲方或甲方指定的其他方进一步签订服务协议，对各项服务的具体内容、方式、人员、收费等进行约定。

Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into further service agreements with Party A or any other party designated by Party A, which shall provide the specific contents, methods, personnel, and fees for the specific services.

1.3.2 为更好地履行本协议，甲乙双方同意，视情况而定，乙方在本协议有效期内将与甲方或甲方指定的其他方根据业务进展需要随时签署设备、资产的租用协议，由甲方将有关的设备、资产提供给乙方使用。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into equipment or property lease agreements with Party A or any other party designated by Party A which shall permit Party B to use Party A's relevant equipment or property based on the business needs of Party B.

1.3.3 乙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，向乙方购买任何部分或全部资产和业务，作价为中国法律允许的最低价格。届时双方将另行签订资产或业务转让合同，对该资产转让的条款和条件进行约定。

Party B hereby grants to Party A an irrevocable and exclusive option to purchase from Party B, at Party A's sole discretion, any or all of the assets and business of Party B, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets or business transfer agreement, specifying the terms and conditions of the transfer of the assets.

2. 服务的价格和支付方式

The Calculation and Payment of the Service Fees

2.1 在本协议有效期内，乙方应向甲方支付的费用应按如下方式计算：

The fees payable by Party B to Party A during the term of this Agreement shall be calculated as follows:

2.1.1 对本协议下甲方提供的服务，乙方应按年度（或者在双方另行约定的其他时间）向甲方支付服务费。每年（或者双方另行约定的其他期间内）支付的服务费由管理费和服务提供费组成，具体金额由甲方根据以下因素合理确定。甲方可以另行向乙方出具确认函和/或账单，标明每个服务期间应支付的服务费金额；具体的服务费也可以于双方另行签署的相关合同中约定。

In consideration for the services provided by Party A hereunder, Party B shall pay a service fee to Party A on annual basis (or at any time agreed by the Parties). The service fees for each year (or for any other period agreed by the Parties) shall consist of a management fee and a fee for services provided, which shall be reasonably determined by Party A based on the following factors. Party A may provide separate confirmation letter and/or invoice to Party B to indicate the amount of service fees due for each service period; or the amount of services fees may be as set forth in the relevant contracts separately executed by the Parties.

(1) 服务的复杂程度及难度；

Complexity and difficulty of the services provided by Party A;

(2) 甲方雇员的级别和提供该等服务所需的时间；

Seniority of and time consumed by the employees of Party A providing the services;

(3) 服务的具体内容、范围和商业价值；

Specific contents, scope and value of the services provided by Party A;

(4) 相同种类服务的市场参考价格；

Market price of the same type of services;

(5) 乙方的经营情况。

Operation conditions of Party B.

2.1.2 如果甲方向乙方转让、许可技术或者受乙方委托进行软件或其他技术开发或者向乙方出租设备、资产，则技术转让费、许可费、委托开发费用或租金应由双方另行根据实际情况确定和/或在双方另行签署的相关合同中列明。

If Party A transfers or licenses technology to Party B, develops software or other technology as entrusted by Party B, or leases equipments or properties to Party B, the technology transfer price, license price, development fees or rent shall be determined by the Parties separately based on the actual situations and/or set forth in the relevant contracts separately executed by the Parties.

3. 知识产权和保密条款

Intellectual Property Rights and Confidentiality Clauses

3.1 在双方履行本协议过程中产生、创造或开发的任何和所有知识产权或无形资产（包括但不限于著作权、专利权、专利申请权、软件、技术秘密、商业机密及其他），甲方均享有独立的、排他的和完整的所有权、权利和利益（在中国法律不禁止的范围内）。除非经甲方明确授权，对于甲方为提供本协议下的服务而使用的属于甲方的知识产权，乙方不享有任何权益。为确保甲方在本条下的权利，如果必要，乙方应签署所有适当的文件，采取所有适当的行动，递交所有申请和备案，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权和无形资产的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利和无形资产的保护（包括将该知识产权权利和无形资产登记在甲方名下）。

Party A shall have sole, exclusive and complete ownership, rights and interests in any and all intellectual properties or intangible assets arising out of or created or developed during the performance of this Agreement by both Parties, including but not limited to copyrights, patents, patent applications, software, technical secrets, trade secrets and others (to the extent not prohibited by the PRC laws). Unless expressly authorized by Party A, Party B is not entitled to any rights or interests in any intellectual property rights of Party A which are used by Party A in providing the services pursuant to this Agreement. To ensure Party A's rights under this Section, where necessary, Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and/or applications, render all appropriate assistance and otherwise conduct whatever is necessary as deemed by Party A at its sole discretion, for the purposes of vesting the ownership, right or interest of any such intellectual property rights and intangible assets in Party A, and/or perfecting the protections of any such intellectual property rights and intangible assets for Party A (including registering such intellectual property rights and intangible assets under Party A's name).

- 3.2 双方承认及确认有关本协议、本协议内容以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。双方应对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三方披露任何保密信息，惟下列信息除外：(a)公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b)根据适用法律法规、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

4. 陈述和保证

Representations and Warranties

4.1 甲方陈述、保证和承诺如下：

Party A hereby represents, warrants and covenants as follows:

- 4.1.1 甲方是按照中国法律合法成立并有效存续的外商投资企业；甲方或其指定的服务提供方将在根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照（若需）。

Party A is a foreign-invested enterprise legally established and validly existing in accordance with the laws of China; Party A or the service providers designated by Party A will obtain all government permits and licenses necessary for providing the service under this Agreement (if required) before providing such services.

- 4.1.2 甲方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；甲方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party A has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party A's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.1.3 本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行义务。

This Agreement constitutes Party A's legal, valid and binding obligations, enforceable against it in accordance with its terms.

- 4.2 乙方陈述、保证和承诺如下：

Party B hereby represents, warrants and covenants as follows:

- 4.2.1. 乙方是按照中国法律合法成立且有效存续的公司，乙方获得并将维持从事主营业务所需的全部政府许可、证照。

Party B is a company legally established and validly existing in accordance with the laws of China and has obtained and will maintain all permits and licenses for engaging in the Principal Business in a timely manner.

- 4.2.2. 乙方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；乙方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party B has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party B's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.2.3. 本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行义务。

This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it in accordance with its terms.

5. 协议期限

Term of Agreement

- 5.1 本协议自双方正式签署之日起生效。除非依据本协议或双方签订的其他协议提前终止，本协议有效期为三十（30）年。除非甲方在期限届满之前书面同意本协议到期终止，本协议的有效期在届满时应自动再延续三十（30）年。

This Agreement shall become effective upon execution by the Parties. Unless earlier terminated in accordance with the provisions of this Agreement or other agreements separately executed between the Parties, the term of this Agreement shall be thirty (30) years. Unless agreed by Party A in writing before the expiration of the term that this Agreement shall terminate upon expiration of its term, the term of this Agreement shall automatically be extended for another thirty (30) years upon expiration date.

- 5.2 如果在本协议有效期内，任何一方的经营期限届满之前，该方应及时续展其经营期限，并尽最大努力获得主管部门对续展的批准并完成登记，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准，则本协议应于该方经营期限届满之时终止。

During the term of this Agreement, each Party shall renew its operation term prior to the expiration thereof and endeavor to obtain the approval of, and complete registration with, the competent authorities for such renewal, so as to enable this Agreement to remain effective. This Agreement shall be terminated upon the expiration of the operation term of a Party if the application for the renewal of its operation term is not approved by the competent government authorities.

- 5.3 在本协议终止之后，双方在第 3、6、7 条和本第 5.3 条下的权利和义务将继续有效。

The rights and obligations of the Parties under Sections 3, 6, 7 and this Section 5.3 shall survive the termination of this Agreement.

6. 适用法律和争议解决

Governing Law and Resolution of Disputes

- 6.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决适用中国的法律。

The execution, effectiveness, interpretation, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of China.

- 6.2 因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果无法通过协商解决，则任何一方均可将有

关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的，对双方均有约束力。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，双方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

7. 违约责任和补偿

Breach of Agreement and Indemnification

- 7.1 若乙方实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成乙方在本协议下的违约。甲方有权要求乙方补正或采取补救措施。如在甲方向乙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理期限内）乙方仍未补正或采取补救措施，则甲方有权自行决定（1）终止本协议，并要求乙方给予全部的损害赔偿；或者（2）要求强制履行乙方在本协议项下的义务，并要求乙方给予全部的损害赔偿。本条不妨碍甲方在本协议下任何其他权利。

If Party B materially breaches any provision under this Agreement, or fails to perform, performs incompletely or delays to perform any obligation under this Agreement, it shall constitute a breach under this Agreement on the part of Party B. Party A is entitled to require Party B to rectify or take remedial measures. If Party B fails to rectify or take remedial measures within ten (10) days after Party A delivers a written notice to Party B and requires for rectification (or within any other reasonable period required by Party A), Party A is entitled to, at its sole discretion, (1) terminate this Agreement and require Party B to compensate all the losses; or (2) require specific performance of the obligations of Party B under this Agreement and require Party B to compensate all the losses. This Section shall not prejudice any other rights of Party A under this Agreement.

- 7.2 除非法律另有规定，乙方在任何情况均不得单方面终止或解除本协议。

Unless otherwise required by the applicable laws, Party B shall not unilaterally terminate this Agreement in any event.

- 7.3 就甲方根据本协议向乙方提供的服务所产生或引起的第三针对甲方的诉讼、索赔或其他请求而招致的任何损失、损害、责任或费用都应由乙方补偿给甲方，以使甲方不受任何损害，除非该损失、损害、责任或费用是因甲方的重大过失或故意不当行为而产生的。

Party B shall indemnify Party A and hold Party A harmless from any losses, damages, obligations or expenses caused by any lawsuit, claims or other demands raised by any third party against Party A arising from or caused by the services provided by Party A to Party B pursuant this Agreement, except where such losses, damages, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

8. 不可抗力

Force Majeure

- 8.1 若由于地震、台风、洪水、火灾、流行病、战争、暴乱、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（下称“不可抗力”），而致使本协议任何一方不能履行、不能完全履行或延迟履行本协议时，则受上述不可抗力影响的一方不对此承担责任。但该受影响的一方须立即毫不延迟地向另外一方发出书面通知，并须在发出该书面通知后十五（15）天内向另外一方提供不可抗力事件的详情和相关证明文件，解释其此种不能履行、不能完全履行或需要迟延履行原因。

In the case of any force majeure events (“Force Majeure”) such as earthquakes, typhoons, floods, fires, flu, wars, riots, strikes or any other events that cannot be predicted and are unpreventable and unavoidable by the affected Party, which causes the failure of either Party to perform or completely perform this Agreement or perform this Agreement on time, the Party affected by such Force Majeure shall not be liable for this. However, the Party affected by such Force Majeure shall give the other Party written notices without any delay, and shall provide details and related documents evidencing such event within 15 days after sending out such notice, explaining the reasons for such failure of, partial or delay of performance.

- 8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当的证明，其不得免于其因不能履行、不能完全履行或延迟履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有

关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。

If such Party claiming Force Majeure fails to notify the other Party and furnish it with proof pursuant to the above provision, such Party shall not be excused from the non-performance, incomplete performance or delay of performance of its obligations hereunder. The Party so affected by the event of Force Majeure shall use reasonable efforts to minimize the consequences of such Force Majeure and to promptly resume performance hereunder whenever the causes of such excuse are cured. Should the Party so affected by the event of Force Majeure fail to resume performance hereunder when the causes of such excuse are cured, such Party shall be liable to the other Party.

- 8.3 不可抗力发生时，双方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

In the event of Force Majeure, the Parties shall immediately consult with each other to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure.

9. 通知 Notices

- 9.1 本协议项下要求的或与本协议有关的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付、商业快递服务、传真或电子邮件的方式发到该方以下所列地址。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required to be given pursuant to this Agreement or otherwise given in connection with this Agreement shall be delivered personally, or sent by registered mail, prepaid postage, a commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 9.1.1 通知如果是以专人递送发出的，则以在下列地址被接收，或留置于下列地址之日，为有效送达日；

Notices given by personal delivery shall be deemed effectively given on the date of receipt at the address set forth below, or the date on which such notices are placed at the address set forth below;

- 9.1.2 通知如果是以快递服务、挂号邮寄、或邮资预付发出的，则以在下列地址被接收、拒收或因任何原因被退件之日，为有效送达日；

Notices given by courier service, registered mail or prepaid postage shall be deemed effectively given on the date of receipt, refusal or return for any reason at the address set forth below;

- 9.1.3 通知如果是以传真发出的，则以向下列传真号码成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。通知如果是以传电子邮件发出的，则在发件一方收到系统信息显示发件成功或在 24 小时内未收到表明电子邮件未被送达或被退回的系统信息的情况下，以电子邮件成功传送之日为有效送达日。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission to the Fax no. set forth below (as evidenced by an automatically generated confirmation of transmission). Notices given by email shall be deemed effectively given on the date of successful transmission, provided that the sending Party has received a system message indicating successful transmission or has not received a system message within 24 hours indicating failure of delivery or return of email.

- 9.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方：

Party A:

地址： 中国（上海）自由贸易试验区德林路 90 号五层 B 部位

Address: 5B, No.90, Delin Rd, China (Shanghai) Pilot Free Trade Zone

收件人： YIPING JAMES LI

Attn: YIPING JAMES LI

电子邮件： james.li@jwtherapeutics.com

Email: james.li@jwtherapeutics.com

乙方：

Party B:

地址： 中国（上海）自由贸易试验区德林路 90 号五层 B 部位

Address: 5B, No.90, Delin Rd, China (Shanghai) Pilot Free Trade Zone

收件人： YIPING JAMES LI

Attn: YIPING JAMES LI

电子邮件： james.li@jwtherapeutics.com

Email: james.li@jwtherapeutics.com

- 9.3 任何一方可按本条规定的方式随时给另一方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms of this Section.

10. 协议的转让 Assignment

10.1 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

10.2 乙方在此同意，除非适用法律另有明确规定，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。

Party B agrees that unless expressly required by the applicable laws otherwise, Party A may assign its obligations and rights under this Agreement to any third party and in case of such assignment, Party A is only required to give written notice to Party B and does not need any consent from Party B for such assignment.

11. 协议的分割性 Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

12. 协议的修改、补充 Amendments and Supplements

对本协议作出的任何修订、修改与补充，必须经每一方以书面方式作出。经过双方签署的有关本协议的修改协议和补充协议是本协议的组成部分，具有与本协议同等的法律效力。

Any amendment, change and supplement to this Agreement shall be made in writing by all of the Parties. Any amendment agreement and supplementary agreement duly executed by the Parties hereto with regard to this Agreement shall

constitute an integral part of this Agreement, and shall have equal legal validity as this Agreement.

**13. 继任者
Successors**

本协议的条款对各方及各方各自的继任者和经允许的受让方具有约束力，并对其有效。

The terms of this Agreement shall be binding on the Parties hereto and their respective successors and permitted assigns, and shall be valid with respect to the Parties and each of their successors and permitted assigns.

**14. 语言和副本
Language and Counterparts**

本协议以中文和英文书就，一式两份，甲乙双方各持一份。如果中文版本和英文版本之间有任何不一致，以中文版本为准。

This Agreement is written in both Chinese and English language in two copies, each Party having one copy. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

有鉴于此，双方已使得经其授权的代表于文首所述日期签署了本独家业务合作协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 上海药明巨诺生物科技有限公司
Party A: JW Therapeutics (Shanghai) Co., Ltd.

签署/By 
姓名/Name: YIPING JAMES LI
职位/Title: 法定代表人/Legal Representative

乙方： 上海炬明医疗技术有限公司
Party B: Shanghai Ju Ming Medical Technology Co., Ltd.

签署/By 
姓名/Name: YIPING JAMES LI
职位/Title: 法定代表人/Legal Representative

独家购买权协议
Exclusive Option Agreement

本独家购买权协议（下称“本协议”）由以下各方于2020年7月29日在中华人民共和国（下称“中国”）上海市签订：

This Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of July 29, 2020 in Shanghai, the People’s Republic of China (“China” or the “PRC”):

甲方： 上海药明巨诺生物科技有限公司
地址： 中国（上海）自由贸易试验区美盛路 227 号 41#楼二层 C 部位
Party A: JW Therapeutics (Shanghai) Co., Ltd.
Address: Part C, 2nd Floor, Building 41, No. 227, Meisheng Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

乙方： 高星（中国公民，其身份证号码：120109198502016528）
Party B: GAO Xing (a Chinese citizen with Identification No.:
120109198502016528)

丙方： 上海炬明医疗技术有限公司
地址： 中国（上海）自由贸易试验区中科路 702 号 4 幢 2 楼 H 区
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.
Address: Area H, 2nd Floor, Building 4, No. 702 Zhongke Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

甲方、乙方和丙方以下各称“一方”，合称“各方”。
Each of Party A, Party B and Party C shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 乙方是丙方的股东；在本协议签署日，乙方持有丙方 50% 的股权，代表丙方注册资本人民币 50 万元（RMB500,000）。

Party B is the shareholder of Party C and as of the date hereof hold 50% of the equity interests of Party C, representing RMB500,000 in the registered capital of Party C.

(B) 甲方、乙方于2020年7月29日签署了一份借款协议（下称“借款协议”），根据该借款协议，甲方同意向乙方提供一笔数额为人民币 50 万元的贷款，用于借款协议所述之目的。

Party A and Party B executed a Loan Agreement (“Loan Agreement”) on July 29, 2020, according to which Party A agreed to provide to Party B a loan in the amount of RMB500,000 for the purpose as designated in the Loan Agreement.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 股权买卖
Sale and Purchase of Equity Interest

1.1 授予权利
Option Granted

乙方在此不可撤销地、无条件地授予甲方一项专有权（“股权购买权”），允许甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party B hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

1.2 行使步骤
Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使其股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方关于行使股权购买权的决定，及被指定人的名称（若有）；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying:(a) Party A’s decision to exercise the Equity Interest Purchase Option, and the name of the Designee(s) if any; (b) the portion of equity interests to be purchased

by Party A or the Designee from Party B (the "Optioned Interests"); and (c) the date for purchasing the Optioned Interests or the date for the transfer of the Optioned Interests.

1.3 股权买价
Equity Interest Purchase Price

甲方行使股权购买权购买乙方持有的全部被购买股权的总价应相当于乙方就该被购买股权所缴付的实际注册资本出资额(或者该价格可以以甲方(或被指定人)与乙方另行签订的股权转让合同中所列的为准,前提是该价格不违反中国法律法规的规定且被甲方认可);甲方行使股权购买权购买乙方在丙方持有的部分被购买股权时,股权买价按照比例计算。如果在甲方行使股权购买权时,中国法律对被购买股权的转让价格有任何强制性规定,导致法律允许的最低价格高于前述价格,则转让价格应以中国法律所允许的该最低价格为准(统称“股权买价”)。

The total price for the purchase by Party A of all Optioned Interests held by Party B upon exercise of the Equity Interest Purchase Option by Party A shall equal to the amount of registered capital contributed by Party B in Party C for such Optioned Interests (or such price may be as set forth in the equity transfer agreement to be executed between Party A (or the Designee) and Party B separately, provided that such price does not violate PRC laws and regulations and is acceptable to Party A); if Party A exercises the Equity Interest Purchase Option to purchase part of the Optioned Interests held by Party B in Party C, then the purchase price shall be calculated on a pro rata basis. If at the time when Party A exercises the Equity Interest Purchase Option, the PRC laws impose mandatory requirements on the purchase price of such Optioned Interests, such that the minimum price permitted under PRC law is higher than the aforementioned price, then the purchase price shall be such minimum price permitted by PRC law (collectively, the "Equity Interest Purchase Price").

1.4 转让被购买股权
Transfer of Optioned Interests

甲方每次行使股权购买权时:

For each exercise of the Equity Interest Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议,在该会议上,应通过批准乙方向甲方和/或被指定人转让被购买股权的决议;

Party B shall cause Party C to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 就乙方向甲方和/或被指定人转让被购买股权,乙方应取得丙方其他股东同意该转让并放弃优先购买权的书面声明;

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the Optioned Interests by Party B to Party A and/or the Designee(s) and waiving any right of first refusal with respect thereto;

- 1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

- 1.4.4 乙方应在收到股权购买通知后三十（30）日内，与有关方签署所有必要的合同、协议或文件，取得全部所需的政府批准和同意，并完成所有必要登记、备案手续，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益；本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于本协议签署之日签订的股权质押协议及其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及其的任何修改、修订或重述。

Party B shall, within thirty (30) days after receipt of the Equity Interest Purchase Option Notice, execute all necessary contracts, agreements or documents with relevant parties, obtain all necessary government approvals and permits, and complete all necessary registrations and filings, so as to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement and Party B’s Power of Attorney; “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modification, amendment and restatement thereto.; “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B

on the date hereof granting Party A with a power of attorney and any modification, amendment and restatement thereto.

1.5 付款
Payment

鉴于在借款协议中已约定乙方转让其在丙方的股权所取得的任何收益,均应用于乙方根据借款协议向甲方偿还贷款(及任何利息),因此,当甲方行使股权购买权时,甲方可以直接通过抵消乙方所欠甲方所有债务(包括但不限于乙方所欠甲方的借款和利息)(该债务称“抵消债务”)的方式来支付股权买价;除非中国法律要求对本协议约定的股权买价进行调整,则甲方无需再向乙方支付额外价款。如果中国法律对本协议约定的股权买价有任何强制性规定,导致法律允许的最低股权买价高于已与抵消债务相抵消的价格,乙方应以中国法律允许的方式将其获得的所有高出抵消债务部分的金额及时赠予甲方或甲方指定的任何人。

The Parties have agreed in the Loan Agreement that any proceeds obtained by Party B through the transfer of its equity interests in Party C shall be used for repayment of the loan provided by Party A (and any interest thereon) in accordance with the Loan Agreement. Accordingly, upon exercise of the Equity Interest Purchase Option, Party A may make the payment of the Equity Interest Purchase Price by way of offset of the outstanding debts owed by Party B to Party A (including without limitation the outstanding amount of the loan owed by Party B to Party A and any interest thereon) (such debts, the “Offset Debts”), in which case Party A shall not be required to pay any additional purchase price to Party B, unless the Equity Interest Purchase Price set forth herein is required to be adjusted in accordance with the PRC laws. If the PRC laws impose mandatory requirements on the Equity Interest Purchase Price agreed under this Agreement, such that the minimum Equity Interest Purchase Price permitted under PRC laws exceeds the price already offset with the Offset Debts, the Party B shall promptly donate all of the amount exceeding the Offset Debts received by it to Party A or any other person designated by Party A in the manner permitted by the applicable PRC laws.

2. 承诺
Covenants

2.1 有关丙方的承诺
Covenants regarding Party C

乙方(作为丙方的股东)和丙方在此承诺:

Party B (as a shareholder of Party C) and Party C hereby covenant as follows:

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；

Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

- 2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs;

- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C, or allow the encumbrance thereon of any security interest;

- 2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

- 2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以对丙方的经营状况和资产价值产生不利影响的作为/不作为；

They shall always operate all of Party C's businesses within the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may adversely affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意，不得让丙方签订任何重大合同，但在正常业务过程中签订的合同除外；

Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business;

- 2.1.7 未经甲方的事先书面同意，丙方不得向任何人提供贷款或信贷；

Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit;

- 2.1.8 应甲方要求，向其提供所有关于丙方的营运和财务状况的资料；

They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;

- 2.1.9 如甲方提出要求，丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险，该保险的金额和险种应与经营类似业务的公司一致；

If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;

- 2.1.10 未经甲方的事先书面同意，丙方不得与任何人合并或联合，或对任何人进行收购或投资；

Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person;

- 2.1.11 将发生的或可能发生的任何与丙方资产、业务、收入或股权有关的诉讼、仲裁或行政程序立即通知甲方；

They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business, revenue or equity interest;

- 2.1.12 为保持丙方对其全部资产的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；

To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意，不得以任何形式派发股息予各股东，但一经甲方要求，丙方应立即将其所有可分配利润全部立即分配给其各股东；

Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;

- 2.1.14 根据甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事。

At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.

- 2.1.15 未经甲方书面同意，不得从事任何与甲方或甲方的关联公司相竞争的业务；

Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and

- 2.1.16 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算；

Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A;

- 2.1.17 一旦中国法律允许外商可以在中国控股和/或独资投资丙方所从事的主要业务，并且中国相关主管部门开始审批此项业务，经甲方行使股权购买权，乙方应当立即将其持有丙方的股权转让给甲方或被指定人。

Once PRC laws permits foreign investors to invest in the principal business of Party C in China, with a controlling stake and/or in the form of wholly foreign-owned enterprises, and the competent government authorities of China begin to approve such investments, upon Party's exercise of the Equity Interest Purchase Option, Party B shall immediately transfer to Party A or the Designee(s) the equity interest in Party C held by Party B.

2.2 乙方的承诺 Covenants of Party B

乙方承诺：

Party B hereby covenants as follows:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方的股权的合法或受益权益，或允许在其上设置任何其他担保权益，但根据乙方股权质押协议、乙方授权委托书和本协议设置的权益除外；

Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement, Party B's Power of Attorney and this Agreement;

- 2.2.2 确保丙方股东会 and/或董事会（或执行董事）在未经甲方事先书面同意的情况下，不得批准乙方所持有的丙方股权上的任何合法权益或受益权的出售、转让、抵押或以其他方式的处置，也不得批准在其上设置任何其他担保权益，但根据乙方股权质押协议、乙方授权委托书和本协议设置的权益除外；

Without the prior written consent of Party A, Party B shall ensure the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement, Party B's Power of Attorney and this Agreement;

- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会 and/或董事（或执行董事）不予批准；

Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;

- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；

Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in Party C held by Party B;

- 2.2.5 确保丙方股东会或董事（或执行董事）表决赞成本协议规定的被购买股权的转让并应甲方之要求采取其他任何行动；

Party B shall ensure the shareholders' meeting or the directors (or the executive director) of Party C to vote in favor of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权, 签署所有必要或适当的文件, 采取所有必要或适当的行动, 提出所有必要或适当的控告, 并对所有索偿进行必要或适当的抗辩;

To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.2.7 应甲方的要求, 委任由其指定的任何人士出任丙方的董事或执行董事;

Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;

- 2.2.8 乙方同意丙方的其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书, 并保证不会采取与其他股东签署的任何该等文件相冲突的行为; 对于丙方的任何其他股东根据其各自签署的独家购买权协议向甲方和/或被指定人转让其在丙方的股权, 乙方在此放弃其所享有的所有优先购买权(如有)。

Party B gives consent to the execution by each of the other shareholders of Party C with Party A and Party C of the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, and undertakes not to take any action in conflict with such documents executed by such other shareholders; with respect to the transfer of equity interest of Party C by any of the other shareholders of Party C to Party A and/or the Designee(s) pursuant to such shareholder's exclusive option agreement, Party B hereby waives all of its right of first refusal (if any).

- 2.2.9 如乙方从丙方获得任何利润分配、股息、分红、或清算所得, 乙方应以中国法律允许的方式将该利润、股息、分红、或清算所得及时赠予甲方或甲方指定的任何人; 和

If Party received any profit distribution, interest, dividend or proceeds of liquidation from Party C, Party B shall promptly donate all such profit distribution, interest, dividend or proceeds of

liquidation to Party A or any other person designated by Party A in the manner permitted by the applicable PRC laws; and

- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。

Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under the Party B's Equity Interest Pledge Agreement or under the Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.

3. 陈述和保证 Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of the transfer of the Optioned Interests, that:

- 3.1 其具有全部的权力、能力和授权以签订和交付本协议以及根据本协议为每一次转让被购买股权而由其作为一方签订的任何股权转让合同（各称为“转让合同”），并履行其在本协议和任何转让合同项下的义务。乙方和丙方同意在甲方行使股权购买权时，他们将签署与本协议条款实质一致的转让合同。本协议以及由其作为签署方的各转让合同，一旦签署即构成或将其构成合法、有效及具有约束力的义务，并可按照其条款对其强制执行；

They have the power, capacity and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning each transfer of the Optioned Interests as described thereunder (each, a "Transfer Contract"), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts substantially consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid and binding obligations

and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；

Party B and Party C have obtained any and all approvals and consents from the competent government authorities and third parties (if required) for the execution, delivery and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会：(i)导致违反任何有关的中国法律；(ii)与丙方章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违反有关向任何一方颁发的任何许可或批准的授予和（或）继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件；

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.4 乙方对其在丙方拥有的股权拥有合法和完整的所有权。除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益或权利负担；

Party B has the legal and complete title to the equity interests held by it in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest or encumbrances on such equity interests;

- 3.5 丙方是根据中国法律合法设立并有效存续的有限责任公司，丙方对其在业务经营中使用的资产拥有合法和完整的所有权，丙方在上述资产上没有设置任何担保权益；

Party C is a limited liability company duly organized and validly existing under the laws of the PRC. Party C has the legal and complete title to all of the assets used in connection with its business operation, and has not placed any security interest on the aforementioned assets;

- 3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；

Party C does not have any outstanding debts, except for (i) debt incurred during the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.

- 3.7 丙方在重大方面遵守所有中国法律法规的规定；和

Party C has complied with all PRC laws and regulations in material aspects; and

- 3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。

There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C or Party C.

4. 有效期

Effective Date and Term

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain effective until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

5. 适用法律与争议解决

Governing Law and Resolution of Disputes

5.1 适用法律

Governing Law

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。

The execution, effectiveness, interpretation, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of the PRC.

5.2 争议的解决方法

Methods of Resolution of Disputes

因解释和履行本协议而发生的任何争议,本协议各方应首先通过友好协商的方式加以解决。如果无法通过协商解决,则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会,由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的,对各方均有约束力。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties.

6. 税款、费用
Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

7. 通知
Notices

7.1 本协议项下要求的或与本协议有关的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付、商业快递服务、传真或电子邮件的方式发到该方以下所列地址。该等通知视为有效送达的日期按如下方式确定:

All notices and other communications required to be given pursuant to this Agreement or otherwise given in connection with this Agreement shall be delivered personally, or sent by registered mail, prepaid postage, a commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送发出的,则以在下列地址被接收,或留置于下列地址之日,为有效送达日;

Notices given by personal delivery shall be deemed effectively given on the date of receipt at the address set forth below, or the date on which such notices are placed at the address set forth below;

- 7.1.2 通知如果是以快递服务、挂号邮寄、或邮资预付发出的，则以在下列地址被接收、拒收或因任何原因被退件之日，为有效送达日；

Notices given by courier service, registered mail or prepaid postage shall be deemed effectively given on the date of receipt, refusal or return for any reason at the address set forth below;

- 7.1.3 通知如果是以传真发出的，则以向下列传真号码成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。通知如果是以传电子邮件发出的，则在发件一方收到系统信息显示发件成功或在 24 小时内未收到表明电子邮件未被送达或被退回的系统信息的情况下，以电子邮件成功传送之日为有效送达日。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission to the Fax no. set forth below (as evidenced by an automatically generated confirmation of transmission). Notices given by email shall be deemed effectively given on the date of successful transmission, provided that the sending Party has received a system message indicating successful transmission or has not received a system message within 24 hours indicating failure of delivery or return of email.

- 7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 上海药明巨诺生物科技有限公司
Party A: JW Therapeutics (Shanghai) Co., Ltd.
地址： 中国（上海）自由贸易试验区德林路 90 号五层 B 部位
Address: 5B, No.90, Delin Rd, China (Shanghai) Pilot Free Trade Zone
收件人： YIPING JAMES LI
Attn: YIPING JAMES LI
电子邮件： james.li@jwtherapeutics.com
Email: james.li@jwtherapeutics.com

乙方： 高星
Party B: GAO Xing
地址： 北京东城区金宝街 89 号金宝大厦 10 楼
Address: 10/F Jinbao Tower, No. 89 Jinbao Street, Dongcheng District,
Beijing, People's Republic of China
电子邮件： GaoXing@citicpe.com
Email: GaoXing@citicpe.com

丙方： 上海炬明医疗技术有限公司
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.

地址： 中国（上海）自由贸易试验区德林路 90 号五层 B 部位
Address: 5B, No.90, Delin Rd, China (Shanghai) Pilot Free Trade Zone
收件人： YIPING JAMES LI
Attn: YIPING JAMES LI
电子邮件： james.li@jwtherapeutics.com
Email: james.li@jwtherapeutics.com

7.3 任何一方可按本条规定的方式随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms of this Section.

8. 保密责任
Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(a)公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b)根据适用法律法规、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

The Parties acknowledge that the existence and the terms of this Agreement, and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of other Parties, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels, or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of, or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

9. 进一步保证
Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

10. 违约责任

Breach of Agreement

- 10.1 若乙方或丙方实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成乙方或丙方（视情况而定）在本协议下的违约。甲方有权要求乙方或丙方补正或采取补救措施。如在甲方向乙方或丙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理期限内）乙方或丙方（视情况而定）仍未补正或采取补救措施，则甲方有权自行决定（1）终止本协议，并要求乙方或丙方（视情况而定）给予全部的损害赔偿；或者（2）要求强制履行乙方或丙方（视情况而定）在本协议项下的义务，并要求乙方或丙方（视情况而定）给予全部的损害赔偿。本条不妨碍甲方在本协议下任何其他权利。

If Party B or Party C materially breaches any provision under this Agreement, or fails to perform, performs incompletely or delays to perform any obligation under this Agreement, it shall constitute a breach under this Agreement on the part of Party B or Party C (as the case may be). Party A is entitled to require Party B or Party C to rectify or take remedial measures. If within ten (10) days after Party A delivers a written notice to Party B or Party C and requires for rectification (or within any other reasonable period required by Party A), Party B or Party C (as the case may be) fails to rectify or take remedial measures, Party A is entitled to, at its sole discretion, (1) terminate this Agreement and require Party B or Party C (as the case may be) to compensate all the losses; or (2) require specific performance of the obligations of Party B or Party C (as the case may be) under this Agreement and require Party B or Party C (as the case may be) to compensate all the losses. This Section shall not prejudice any other rights of Party A under this Agreement.

- 10.2 除非法律另有规定，乙方或丙方在任何情况均不得单方面终止或解除本协议。

Party B or Party C shall not terminate this Agreement unilaterally in any event unless otherwise required by the applicable laws.

11. 其他

Miscellaneous

11.1 修订、修改与补充

Amendments, changes and supplements

对本协议作出的任何修订、修改与补充，必须经每一方以书面方式作出。经过各方签署的有关本协议的修改协议和补充协议是本协议的组成部分，具有与本协议同等的法律效力。

Any amendment, change and supplement to this Agreement shall be made in writing by all of the Parties. Any amendment agreement and supplementary agreement duly executed by the Parties hereto with regard to this Agreement shall constitute an integral part of this Agreement, and shall have equal legal validity as this Agreement.

11.2 完整合同

Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物所达成的所有口头或书面的协商、陈述和协议。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

11.3 标题

Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 可分割性

Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.5 继任者 Successors

本协议的条款对各方及各方各自的继任者、继承人（包括继承被购买股权的）和经允许的受让方具有约束力，并对其有效。

The terms of this Agreement shall be binding on the Parties hereto and their respective successors, heirs (including who inherited the Optioned Interests) and permitted assigns, and shall be valid with respect to the Parties and each of their successors, heirs and permitted assigns.

11.6 继续有效 Survival

11.6.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occurred or that are due in connection with this Agreement before the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.6.2 本协议第 5、8、10 条和本第 11.6 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10 and this Section 11.6 shall survive the termination of this Agreement.

11.7 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the

signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

11.8 语言 Language

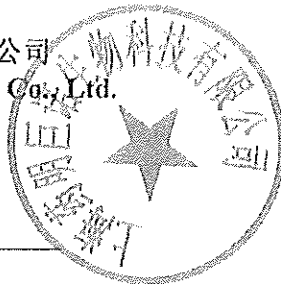
本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。。如果中文版本和英文版本之间有任何不一致，以中文版本为准。

This Agreement is written in both Chinese and English language in three copies, each Party having one copy. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本独家购买权协议并即生效, 以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first above written.

甲方: 上海药明巨诺生物科技有限公司
Party A: JW Therapeutics (Shanghai) Co., Ltd.



签署/By _____

姓名/Name: YIPING JAMES LI

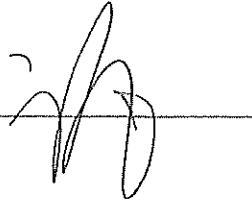
职位/Title: 法定代表人/Legal Representative

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first above written.

乙方： 高星
Party B: GAO Xing

签字/By

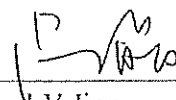
A handwritten signature in black ink, appearing to be 'GAO XING', is written over a horizontal line. The signature is stylized and cursive.

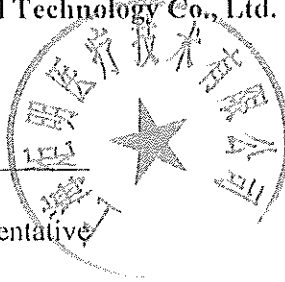
有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first above written.

丙方： 上海炬明医疗技术有限公司

Party C: Shanghai Ju Ming Medical Technology Co., Ltd.

签署/By 
姓名/Name: LV Jing
职位/Title: 法定代表人/Legal Representative



借款协议 Loan Agreement

本借款协议（下称“本协议”）由以下双方于 2020 年 7 月 29 日在中国上海市签署：

This Loan Agreement (the “Agreement”) is made and entered into by and between the Parties below as of July 29, 2020 in Shanghai, the People’s Republic of China (“China” or the “PRC”):

上海药明巨诺生物科技有限公司（下称“贷款人”），一家依照中国法律设立和存在的外商投资企业，注册地址为中国（上海）自由贸易试验区美盛路 227 号 41#楼二层 C 部位；

JW Therapeutics (Shanghai) Co., Ltd. (the “Lender”), a foreign-invested enterprise, organized and existing under the laws of the PRC, with its registered address at Part C, 2nd Floor, Building 41, No, 227, Meisheng Road, China (Shanghai) Pilot Free Trade Zone, Shanghai;

高星（下称“借款人”），一位中国公民，中国居民身份证号码：
120109198502016528。

GAO Xing (the “Borrower”), a citizen of China with PRC ID Card No.:
120109198502016528.

贷款人和借款人以下各称为“一方”，统称为“双方”。

Each of the Lender and the Borrower shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 在本协议签署日，借款人持有上海炬明医疗技术有限公司（下称“借款人公司”）的 50% 的股权权益。借款人现在和将来在借款人公司持有的全部股权权益合称“借款人股权”；

As of the date hereof, the Borrower holds 50% of equity interests in Shanghai Ju Ming Medical Technology Co., Ltd. (the “Borrower Company”). All of the equity interest now held and hereafter acquired by the Borrower in the Borrower Company shall be referred to as the “Borrower Equity Interest;”

(B) 贷款人同意向借款人提供人民币总共人民币 50 万元的贷款，用于本协议规定的用途。

The Lender agrees to provide the Borrower with a loan in the aggregate amount of RMB 500,000 to be used for the purposes set forth in this Agreement.

经友好协商，双方达成本协议如下，以资信守：
After friendly consultation, the Parties agree as follows:

1 借款 Loan

- 1.1 根据本协议条款，贷款人同意向借款人提供一笔总额为人民币 50 万元的贷款（下称“贷款”）。在本协议有效期内，贷款人应在收到借款人要求提供全部或部分贷款的通知后的（1）个月内向借款人提供该部分贷款。贷款的期限与本协议期限一致。在贷款期限内，一旦出现如下情况之一，贷款期限加速到期，借款人必须立即提前偿还贷款的本金（及任何利息）：

In accordance with the terms and conditions of this Agreement, the Lender agrees to provide to the Borrower a loan in the aggregate amount of RMB 500,000 (the "Loan"). Once the Lender receives a notice from the Borrower requesting the provision of all or any part of the Loan during the term of this Agreement, the Lender shall within one (1) month after receiving such notice provide that portion of Loan to the Borrower. The term of the Loan shall be the term of this Agreement. During the term of the Loan, upon occurrence of any of the following circumstances, the term of the Loan shall accelerate and the Borrower shall immediately repay the full amount of the Loan (and any interest thereon):

- 1.1.1 借款人收到贷款人发出的要求偿还贷款的本金（及所有利息）的书面通知后三十（30）天期满；

Thirty (30) days elapsed after the Borrower receives a written notice from the Lender requesting repayment of the Loan (and all interest thereon);

- 1.1.2 借款人死亡、无民事行为能力或限制民事行为能力；

The Borrower's death, lack, or limitation of civil capacity;

- 1.1.3 无论由于任何原因，借款人不再是借款人公司或其关联公司的股东，也不任职于贷款人、借款人公司或其关联公司；

The Borrower ceases (for any reason) to be a shareholder of the Borrower Company or its affiliates, and the Borrower is not an employee of the Lender, the Borrower Company or their affiliates;

- 1.1.4 借款人从事犯罪行为或牵涉犯罪活动；

The Borrower engages in criminal act or is involved in criminal activities;

- 1.1.5 根据适用的中国法律，外商可以在中国控股和/或独资投资借款人公司现行所从事的主要业务（包括但不限于医疗技术、生物科

技、医药科技领域内的技术开发、技术咨询、技术服务、技术转让，医疗器械经营，企业管理咨询，机械设备、实验室设备及耗材的销售，从事货物及技术的进出口业务），并且中国相关主管部门开始审批此项业务，并且贷款人决定行使根据本协议描述的《独家购买权协议》（下称“独家购买权协议”）项下的独家购买权；或者借款人或借款人公司对其在独家购买权协议下的陈述、保证、承诺或义务构成违反或违约；

According to the applicable laws of China, foreign investors are permitted to invest in the principal business that is currently conducted by the Borrower Company (including without limitation, technology development, technology consulting, technology service and technology transfer, in each case relating to medical technology, biotechnology and healthcare; medical devices management; enterprise management consulting; sale of machinery and equipment, laboratory equipment and consumable; import & export of goods and technologies) in China, with a controlling stake and/or in the form of wholly foreign-owned enterprises, the competent government authorities of China begin to approve such investments, and the Lender elects to exercise the exclusive option under the Exclusive Option Agreement (the “Exclusive Option Agreement”) described in this Agreement; or the Lender or the Borrower Company has violated or committed a breach of its representations, warranties, covenants or other obligations under the Exclusive Option Agreement;

- 1.1.6 借款人公司没有取得或延续运营其主营业务所必须的任何政府批准、许可；

The Borrower Company failed to obtain or renew any governmental approval or license necessary for the operation of its core business.

- 1.2 借款人同意接受贷款人提供的上述贷款，并且在此同意和保证，将贷款仅用于支付借款人购买借款人股权的应支付的对价、或者用作借款人公司的运营资金。除非取得贷款人的事先书面同意，借款人不得将上述款项用于任何其他目的。

The Borrower agrees to accept the aforementioned Loan provided by the Lender, and hereby agrees and undertakes to use the Loan solely for the payment of the consideration of the Borrower Equity Interest bought by the Borrower, or for the working capital of the Borrower Company. Without the Lender’s prior written consent, the Borrower shall not use the Loan for any purpose other than as set forth herein.

- 1.3 贷款人与借款人在此一致同意并确认，借款人仅应通过以下列明的方式进行还款：根据独家购买权协议中贷款人可购买借款人股权的权利，借款人将其持有的借款人股权的全部转让给贷款人或贷款人指定的人（法人或自然人），并且借款人将其通过转让借款人股权取得的任何收益（在

许可的范围内)均用于借款人根据本协议向贷款人偿还贷款(本金和任何利息),全部以贷款人指定的方式支付给贷款人或贷款人指定的人。

The Lender and the Borrower hereby agree and confirm that the Borrower shall repay the Loan only through the following means: by transferring the Borrower Equity Interest in whole to the Lender or the Lender's designated persons (legal or natural persons) pursuant to the Lender's exercise of its right to acquire the Borrower Equity Interest under the Exclusive Option Agreement, and any proceeds from the transfer of the Borrower Equity Interest (to the extent permissible) shall be used by the Borrower to repay the Loan (principal and any interest thereon) to the Lender or the Lender's designated persons, in accordance with this Agreement and in the manner designated by the Lender.

- 1.4 贷款人与借款人在此一致同意并确认,在适用法律允许的前提下贷款人有权(但没有义务)在任何时候以独家购买权协议中约定的股权买价购买或指定他人(法人或自然人)购买全部或部分借款人股权。

The Lender and the Borrower hereby agree and confirm that to the extent permitted by the applicable laws, the Lender shall have the right (but not the obligation) to purchase or designate other persons (legal or natural persons) to purchase the Borrower Equity Interest in part or in whole at any time, at the price stipulated in the Exclusive Option Agreement.

- 1.5 借款人并保证签署一份不可撤销的《授权委托书》(下称“授权委托书”),将其作为借款人公司股东的全部权利授权给贷款人或一名由贷款人指定的法人或自然人代为行使。

The Borrower also undertakes to execute an irrevocable Power of Attorney (the "Power of Attorney"), which authorizes the Lender or a legal or natural person designated by the Lender to exercise all of the Borrower's rights as a shareholder of the Borrower Company.

- 1.6 当借款人按照独家购买权协议向贷款人或贷款人指定的人转让其持有的借款人股权时,(1)如果该借款人股权的转让价等于或低于本协议项下贷款的本金,则本协议项下的贷款应为无息贷款;(2)如果该借款人股权的转让价高于本协议项下贷款的实际本金,则高出实际本金的部分在中国法律不禁止的范围内应作为贷款的利息,全部由借款人在收到转让价后的十(10)日内偿还给贷款人,或者由借款人以合法的方式支付给贷款人指定的人。

When the Borrower transfers the Borrower Equity Interest to the Lender or the Lender's designated person(s) in accordance with the Exclusive Option Agreement, (1) in the event that the transfer price of such Borrower Equity Interest equals to or is lower than the principal of the Loan under this Agreement, the Loan under this Agreement shall be an interest-free loan, (2) in the event that the transfer price of such Borrower Equity Interest exceeds the actual principal amount of the Loan under this Agreement, the excess

over the actual principal amount shall be the interest of the Loan under this Agreement to the extent not prohibited by the PRC laws, and all of such interest shall be repaid by the Borrower to the Lender or otherwise paid by the Borrower to the Lender's designated person(s) through legal means within ten (10) days after receiving the transfer price.

2 陈述和保证 Representations and Warranties

2.1 在本协议签署日至本协议终止前，贷款人向借款人做出以下陈述和保证：

Between the date of this Agreement and the date of termination of this Agreement, the Lender hereby makes the following representations and warranties to the Borrower:

2.1.1 贷款人是一家根据中国法律注册成立并合法存续的公司；

The Lender is a corporation duly organized and legally existing in accordance with the laws of China;

2.1.2 贷款人有权签署和履行本协议。贷款人签署和履行本协议不违反贷款人的公司章程或其他组织性文件的规定，贷款人已就签署和履行本协议取得了所有必要和适当的批准和授权；和

The Lender has the legal capacity to execute and perform this Agreement. The execution and performance by the Lender of this Agreement do not violate the Lender's articles of association or other organizational documents, and the Lender has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement; and

2.1.3 本协议一经签署即构成对贷款人合法有效并可依法强制执行的义务。

This Agreement constitutes the Lender's legal, valid, and binding obligations enforceable in accordance with its terms.

2.2 在本协议签署日至合同终止前，借款人陈述和保证如下：

Between the date of this Agreement and the date of termination of this Agreement, the Borrower hereby makes the following representations and warranties:

2.2.1 借款人有权签署和履行本协议，已就签署和履行本协议取得了所有必要和适当的批准和授权；

The Borrower has the legal capacity to execute and perform this Agreement. The Borrower has obtained all necessary and proper

approvals and authorizations for the execution and performance of this Agreement;

- 2.2.2 本协议一经签署即构成对借款人合法有效并可依法强制执行的义务；和

This Agreement constitutes the Borrower's legal, valid, and binding obligations enforceable in accordance with its terms; and

- 2.2.3 不存在任何与借款人有关的争议、诉讼、仲裁、行政程序或任何其他法律程序，也不存在任何潜在的与借款人有关的争议、诉讼、仲裁、行政程序或任何其他法律程序。

There are no disputes, litigations, arbitrations, administrative proceedings, or any other legal proceedings relating to the Borrower, nor are there any potential disputes, litigations, arbitrations, administrative proceedings, or any other legal proceedings relating to the Borrower.

3 借款人承诺 Borrower's Covenants

- 3.1 借款人以借款人公司股东的身份，不可撤销地承诺在本协议有效期间将确保借款人公司：

As and when he/she becomes, and for so long as he/she remains a shareholder of the Borrower Company, the Borrower irrevocably covenants that during the term of this Agreement, the Borrower shall ensure the Borrower Company:

- 3.1.1 严格遵守借款人公司作为一方的独家购买权协议和《独家业务合作协议》（下称“独家业务合作协议”）项下的各项规定，并不进行任何足以影响独家购买权协议和独家业务合作协议的有效性和可强制执行性的作为/不作为；

to strictly abide by the provisions of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement (the "Exclusive Business Cooperation Agreement") to which the Borrower Company is a party, and to refrain from any action/omission that may affect the effectiveness and enforceability of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement.

- 3.1.2 应贷款人（或其指定方）的要求，随时和贷款人（或其指定方）签订业务合作方面的合同/协议，并严格履行该等合同/协议；

at the request of the Lender (or a party designated by the Lender), to execute the contracts/agreements on business cooperation with the

Lender (or a party designated by the Lender), and to strictly abide by such contracts/agreements;

- 3.1.3 应贷款人要求,向贷款人提供所有有关借款人公司的营运和财务状况的资料;

to provide the Lender with all of the information on the Borrower Company's business operations and financial condition at the Lender's request;

- 3.1.4 将发生的或可能发生的与其资产、业务和收入有关的诉讼、仲裁或行政程序立即通知贷款人;

to immediately notify the Lender of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the Borrower Company's assets, business, or income;

- 3.1.5 应贷款人要求,委任由贷款人指定的任何人士出任借款人公司的董事或执行董事;

at the request of the Lender, to appoint any persons designated by the Lender as the director or the executive director of the Borrower Company;

- 3.2 借款人承诺在本协议有效期内, 其应:

The Borrower covenants that during the term of this Agreement, he/she shall:

- 3.2.1 促使借款人公司从事医疗技术、生物科技、医药科技领域内的技术开发、技术咨询、技术服务、技术转让, 医疗器械经营, 企业管理咨询, 机械设备、实验室设备及耗材的销售, 从事货物及技术的进出口业务;

cause the Borrower Company to be engaged in technology development, technology consulting, technology service and technology transfer, in each case relating to medical technology, biotechnology and healthcare; medical devices management; enterprise management consulting; sale of machinery and equipment, laboratory equipment and consumable; import & export of goods and technologies;

- 3.2.2 严格遵守其作为一方的本协议、授权委托书、《股权质押协议》(下称“股权质押协议”)及独家购买权协议项下的各项规定, 切实履行其在本协议、授权委托书、股权质押协议及独家购买权协议项下的各项义务, 并不进行任何足以影响本协议、授权委托书、股权质押合同及独家购买权合同的有效性和可强制执行性的作为/不作为;

abide by the provisions of this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement (the "Equity Interest Pledge Agreement") and the Exclusive Option Agreement to which the Borrower is a party, perform his/her obligations under this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement and the Exclusive Option Agreement, and refrain from any action/omission that may affect the effectiveness and enforceability of this Agreement, the Power of Attorney, the Equity Interest Pledge Agreement and the Exclusive Option Agreement;

- 3.2.3 除股权质押协议、独家购买权协议和授权委托书规定的外, 未经贷款人书面同意, 不出售、转让、抵押或以其他方式处置借款人股权的合法或受益权益, 或允许在其上设置任何其他担保权益;

without the prior written consent of the Lender, not sell, transfer, mortgage or dispose of in any other manner the legal or beneficial interest in the Borrower Equity Interest, or allow the encumbrance thereon of any security interest, except in accordance with the Equity Interest Pledge Agreement, the Exclusive Option Agreement and the Power of Attorney;

- 3.2.4 确保借款人公司股东会 and/或董事会不批准在未经贷款人书面同意的情况下, 出售、转让、抵押或以其他方式处置借款人股权的合法权益或受益权, 或允许在其上设置任何其他担保权益, 但向贷款人或贷款人指定的人作出则除外;

ensure any shareholders' meeting and/or the board of directors of the Borrower Company not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the Borrower Equity Interest, or allow the encumbrance thereon of any security interest, except to the Lender or the Lender's designated person;

- 3.2.5 确保借款人公司股东会 and/或董事会不批准借款人在未经贷款人书面同意的情况下, 与任何人合并或联合, 或对任何人进行收购或投资;

ensure any shareholders' meeting and/or the board of directors of the Borrower Company not to approve the merger or consolidation of the Borrower Company with any person, or its acquisition of or investment in any person, without the prior written consent of the Lender;

- 3.2.6 将发生的或可能发生的任何与借款人公司的资产、业务或收入, 或与借款人股权有关的诉讼、仲裁或行政程序立即通知贷款人;

immediately notify the Lender of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the Borrower Company's assets, business or revenue or relating to the Borrower Equity Interest;

- 3.2.7 为保持其对借款人股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；

to the extent necessary to maintain his/her ownership of the Borrower Equity Interest, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defense against all claims;

- 3.2.8 未经贷款人事先书面同意，借款人不得促使借款人公司出售、转让、抵押或以其他方式处置其任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益，并不得进行任何可能对借款人公司的资产、业务和责任构成任何重大影响的作为和/或不作为；

without the prior written consent of the Lender, not cause the Borrower Company to sell, transfer, mortgage or dispose of in any manner any material assets of the Borrower Company or legal or beneficial interest in the material business or revenues of the Borrower Company, or allow the encumbrance thereon of any security interest, and refrain from any action/omission that may have a material impact on the assets, business and liabilities of the Borrower Company;

- 3.2.9 应贷款人要求，委任由贷款人指定的任何人士出任借款人公司的董事或执行董事；

appoint any designee of the Lender as the director or the executive director of the Borrower Company, at the request of the Lender;

- 3.2.10 在中国法律允许的前提下，如经贷款人随时要求，应向贷款人或其指定的代表在任何时间无条件地立即转让借款人股权，并确保借款人公司的其他股东放弃其对本款所述的股权转让所享有的优先购买权；

to the extent permitted by the laws of China, at the request of the Lender at any time, promptly and unconditionally transfer all of the Borrower Equity Interest to the Lender or the Lender's designated representative(s) at any time, and ensure the other shareholders of the Borrower Company to waive their right of first refusal with respect to the share transfer described in this Section;

- 3.2.11 在中国法律允许的前提下，如经贷款人随时要求，确保借款人公司的其他股东向贷款人或其指定的代表在任何时间无条件地并立即转让该股东在借款人公司中拥有的全部股权，借款人在此放弃其对本款所述的其他股东的股权转让所享有的优先购买权；

to the extent permitted by the laws of China, at the request of the Lender at any time, ensure that the other shareholders of the Borrower Company shall promptly and unconditionally transfer all of their equity interests in the Borrower Company to the Lender or the Lender's designated representative(s) at any time, and the Borrower hereby waives his/her right of first refusal (if any) with respect to the equity transfer by such other shareholders described in this Section;

- 3.2.12 如果贷款人按照独家购买权协议的规定向借款人购买借款人股权，借款人应将其所得的全部该等购买价款优先向贷款人偿还贷款（及任何利息）；和

in the event that the Lender purchases the Borrower Equity Interest from the Borrower in accordance with the provisions of the Exclusive Option Agreement, use such purchase price obtained thereby to repay the Loan (and any interest thereon) to the Lender; and

- 3.2.13 未经贷款人事先书面同意，不得以任何形式补充、更改或修改借款人公司的章程文件，增加或减少其注册资本，或以任何形式改变其股本结构。

without the prior written consent of the Lender, not cause the Borrower Company to supplement, change, or amend its articles of association in any manner, increase or decrease its registered capital or change its share capital structure in any manner.

4 违约责任

Liability for Default

- 4.1 若借款人实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成借款人在本协议下的违约。贷款人有权要求借款人补正或采取补救措施。如在贷款人向借款人发出书面通知并提出补正要求后的十（10）天内（或贷款人要求的其他合理期限内）借款人仍未补正或采取补救措施，则贷款人有权自行决定（1）终止本协议，并要求借款人给予全部的损害赔偿；或者（2）要求强制履行借款人在本协议项下的义务，并要求借款人给予全部的损害赔偿。本条不妨碍贷款人在本协议下任何其他权利。

If the Borrower materially breaches any provision under this Agreement, or fails to perform, performs incompletely or delays to perform any obligation under this Agreement, it shall constitute a breach under this Agreement on

the part of the Borrower. The Lender is entitled to require the Borrower to rectify or take remedial measures. If the Borrower fails to rectify or take remedial measures within ten (10) days after the Lender delivers a written notice to the Borrower and requires for rectification (or within any other reasonable period required by the Lender), the Lender is entitled to, at its sole discretion, (1) terminate this Agreement and require the Borrower to compensate all the losses; or (2) require specific performance of the obligations of the Borrower under this Agreement and require the Borrower to compensate all the losses. This Section shall not prejudice any other rights of the Lender under this Agreement

- 4.2 除非法律另有规定,借款人在任何情况下均不得单方面终止或解除本协议。除非本协议有明确规定或贷款人书面要求,借款人在任何情况下均不得在贷款期限终止前提前偿还贷款的本金或任何利息。

Unless otherwise required by the applicable laws, the Borrower shall not terminate this Agreement unilaterally in any event. Unless otherwise expressly set forth in this Agreement or requested by the Lender in writing, the Borrower shall not, in any event, repay the principal of the Loan or any interest thereon before the termination of the term of the Loan.

- 4.3 借款人未按本协议规定期限履行还款义务的,应每日支付应付而未付金额万分之一的逾期利息,直至借款人偿还全部贷款本金(及任何利息)、逾期利息及其他款项之日为止。

In the event that the Borrower fails to perform the repayment obligations set forth in this Agreement, the Borrower shall pay an overdue interest of 0.01% per day for the outstanding payment, until the day the Borrower repays the full principal of the Loan (and any interest thereon), overdue interests and other payable amounts.

5 通知 Notices

- 5.1 本协议项下要求的或与本协议有关的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付、商业快递服务、传真或电子邮件的方式发到该方以下所列地址。该等通知视为有效送达的日期按如下方式确定:

All notices and other communications required to be given pursuant to this Agreement or otherwise given in connection with this Agreement shall be delivered personally, or sent by registered mail, prepaid postage, a commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 5.1.1 通知如果是以专人递送发出的,则以在下列地址被接收,或留置于下列地址之日,为有效送达日;

Notices given by personal delivery shall be deemed effectively given on the date of receipt at the address set forth below, or the date on which such notices are placed at the address set forth below

- 5.1.2 通知如果是以快递服务、挂号邮寄、或邮资预付发出的，则以在下列地址被接收、拒收或因任何原因被退件之日，为有效送达日。

Notices given by courier service, registered mail or prepaid postage shall be deemed effectively given on the date of receipt, refusal or return for any reason at the address set forth below;

- 5.1.3 通知如果是以传真发出的，则以向下列传真号码成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。通知如果是以传电子邮件发出的，则在发件一方收到系统信息显示发件成功或在 24 小时内未收到表明电子邮件未被送达或被退回的系统信息的情况下，以电子邮件成功传送之日为有效送达日。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission to the Fax no. set forth below (as evidenced by an automatically generated confirmation of transmission). Notices given by email shall be deemed effectively given on the date of successful transmission, provided that the sending Party has received a system message indicating successful transmission or has not received a system message within 24 hours indicating failure of delivery or return of email.

- 5.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

贷款人： 上海药明巨诺生物科技有限公司
Lender: JW Therapeutics (Shanghai) Co., Ltd.
地址： 中国（上海）自由贸易试验区德林路 90 号五层 B 部位
Address: 5B, No.90, Delin Rd, China (Shanghai) Pilot Free Trade Zone
收件人： YIPING JAMES LI
Attn: YIPING JAMES LI
电子邮件： james.li@jwtherapeutics.com
Email: james.li@jwtherapeutics.com

借款人： 高星
Borrower: GAO Xing
地址： 北京东城区金宝街 89 号金宝大厦 10 楼
Address: 10/F Jinbao Tower, No. 89 Jinbao Street, Dongcheng District, Beijing People's Republic of China
电子邮件： GaoXing@citicpe.com
Email: GaoXing@citicpe.com

- 5.3 任何一方可按本条规定的方式随时给另一方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms of this Section.

6 保密责任 Confidentiality

双方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。双方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(a)公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b)根据适用法律法规、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

7 适用法律及争议解决 Governing Law and Resolution of Disputes

7.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决均适用中国法律。

The execution, effectiveness, interpretation, performance, amendment and termination of this Agreement and the resolution of disputes shall be governed by the laws of China.

- 7.2 因解释和履行本协议而发生的任何争议,本协议双方应首先通过友好协商的方式加以解决。如果无法通过协商解决,则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会,由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的,对双方均有约束力。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties.

- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时,除争议的事项外,本协议双方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

8 其他

Miscellaneous

- 8.1 本协议自双方正式签署之日起生效。除非依据本协议或双方签订的其他协议提前终止,本协议有效期为三十(30)年。除非贷款人在期限届满之前书面同意本协议到期终止,本协议的有效期在届满时应自动再延续三十(30)年。

This Agreement shall become effective upon execution by the Parties. Unless earlier terminated in accordance with the provisions of this Agreement or other agreements separately executed between the Parties, the term of this Agreement shall be thirty (30) years. Unless agreed by the Lender in writing before the expiration of the term that this Agreement shall terminate upon expiration of its term, the term of this Agreement shall automatically be extended for another thirty (30) years upon expiration date.

- 8.2 对本协议作出的任何修订、修改与补充,必须经每一方以书面方式作出。经过双方签署的有关本协议的修改协议和补充协议是本协议的组成部分,具有与本协议同等的法律效力。

Any amendment, change and supplement to this Agreement shall be made in writing by all of the Parties. Any amendment agreement and supplementary agreement duly executed by the Parties hereto with regard to this Agreement shall constitute an integral part of this Agreement, and shall have equal legal validity as this Agreement.

- 8.3 如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

- 8.4 本协议的附件（如有）为本协议不可分割的组成部分，具有与本协议同等的法律效力。

The attachments (if any) to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

- 8.5 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。本协议第 4、6、7 条和本第 8.5 条的规定在本协议终止后继续有效。

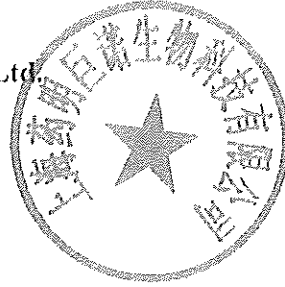
Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof. The provisions of Sections 4, 6, 7 and this Section 8.5 shall survive the termination of this Agreement.

- 8.6 本协议以中文和英文书就，一式两份，贷款人和借款人各持一份。如果中文版本和英文版本之间有任何不一致，以中文版本为准。
This Agreement shall be written in both Chinese and English language in two copies, each Party having one copy. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

有鉴于此，双方已使得经其授权的代表于文首所述日期签署了本借款协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Loan Agreement as of the date first above written.

贷款人： 上海药明巨诺生物科技有限公司
Lender: JW Therapeutics (Shanghai) Co., Ltd.



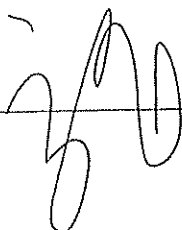
签署/By 
姓名/Name: YIPING JAMES LI
职位/Title: 法定代表人/Legal Representative

有鉴于此，双方已使得经其授权的代表于文首所述日期签署了本借款协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Loan Agreement as of the date first above written.

借款人：高星
Borrower: GAO Xing

签署/By _____

A handwritten signature in black ink, appearing to be 'GAO XING', is written over a horizontal line. The signature is stylized and cursive.

授权委托书
Power of Attorney

日期: 2020年7月29日
Date: July 29th, 2020

本人, 高星, 中国公民, 中国身份证号码为 120109198502016528, 在本授权委托书签署之日拥有上海炬明医疗技术有限公司 (“炬明”) 50%的股权。就本人现在和将来在炬明持有的股权 (“本人股权”), 本人特此不可撤销地授权和委托上海药明巨诺生物科技有限公司 (“JW China”) 在本授权委托书的有效期限内代表本人行使如下权利和办理如下事项:

I, GAO Xing, a citizen of the People's Republic of China ("China" or the "PRC") whose Identification Card No. is 120109198502016528, and a holder of 50% of the registered capital of Shanghai Ju Ming Medical Technology Co., Ltd. ("Ju Ming") as of the date of this Power of Attorney, hereby irrevocably authorize and entrust JW Therapeutics (Shanghai) Co., Ltd. (the "JW China") to exercise the following rights and handle the following matters on my behalf relating to all equity interests held by me now and in the future in Ju Ming ("My Shareholding"), during the term of this Power of Attorney:

授权 JW China 作为本人唯一的、排他的代理人, 就有关本人股权的权利和事宜, 全权代表本人行使包括但不限于如下的权利和处理如下事项: 1) 召集和参加炬明的股东会; 2) 行使中国法律和炬明章程下规定的本人所享有的全部股东权利和股东表决权; 3) 处理本人股权 (全部或任何一部分) 的出售、转让、质押或处置, 包括但不限于代表本人签署所有必要的股权转让文件、其他处置本人股权的文件和办理所有必要手续; 4) 以本人的名义, 代表本人以炬明的股东的身份签署任何决议和会议记录; 5) 代表本人提名、选举、指定、任命和罢免炬明的法定代表人、董事、监事、总经理、财务总监以及其他高级管理人员; 以及 6) 批准修改公司章程。未经 JW China 书面同意, 本人无权增资、减资、转让、再次质押、或以其他任何方式处置、变更本人股权。

The JW China is hereby authorized, as my sole and exclusive agent and attorney, to act on behalf of myself with respect to all rights and matters concerning My Shareholding, including without limitation to: 1) convening and attending shareholders' meetings of Ju Ming; 2) exercising all of the shareholder's rights and shareholder's voting rights that I am entitled to under the laws of China and the articles of association of Ju Ming; 3) handling the sale, transfer, pledge or disposition of My Shareholding (in part or in whole), including without limitation executing all necessary equity transfer documents and other documents for disposal of My Shareholding and fulfilling all necessary procedures; 4) representing myself in executing any resolutions and minutes as a shareholder of Ju Ming on my behalf; 5) nominating, electing, designating, appointing or removing on behalf of myself the

legal representative, directors, supervisors, general managers, chief executive officer and other senior management members of Ju Ming; and 6) approving the amendments to the company's articles of association. Without written consent by JW China, I have no right to increase, decrease, transfer, pledge, or by any other manner to dispose or change My Shareholding.

针对于__年__月__日 JW China、炬明和（或）本人之间签署的独家购买权协议、股权质押协议和借款协议、2017年11月2日炬明和 JW China 签署的独家业务合作协议，JW China 将有权代表本人签署上述协议的任何补充协议、附属文件、修订、和（或）修改和重述版，以及前述文件中约定的需由本人签署的所有其他协议和文件（包括但不限于独家购买权协议所描述的为转让“被购买股权”而需签署的“转让合同”），并如期履行前述协议和文件下的义务。该权利的行使将不对本授权委托书下的其他授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the JW China shall have the power and authority to, on behalf of myself, execute all and any supplementary agreements, ancillary documents, modifications, and/or amended and restated versions in relation to the Exclusive Option Agreement, Equity Interest Pledge Agreement and Loan Agreement dated _____, by and among JW China, JU Ming and/or myself, Exclusive Business Cooperation Agreement dated November 2, 2017 by and among JW China, and JU Ming, and any documents and agreements I shall sign as required in the aforesaid agreements (including without limitation the "Transfer Contract" for the transfer of the "Optioned Interests" as described under the Exclusive Option Agreement), and perform the obligations under the aforesaid documents and agreements.

JW China 就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署。本人对于 JW China 就本人股权采取的行为和签署的文件予以承认。

All the actions associated with My Shareholding conducted by the JW China shall be deemed as my own actions, and all the documents related to My Shareholding executed by the JW China shall be deemed to be executed by me. I hereby acknowledge and ratify the actions taken by the JW China and the documents executed by the JW China in relation to My Shareholding.

本人在此同意，JW China 有权将其在本授权委托书下的一个或多个受托事项和相关权利自行再委托其他人或单位行使而不必事先获得本人的同意。如果中国法律有要求，JW China 应指派合格的中国公民处理本授权委托书中的事项和行使本授权委托书中的权利。

I hereby agree that the JW China has the right to re-authorize or assign one or multiple matters and its rights related to such matters under this Power of Attorney to any other person or entity at its own discretion and without obtaining my prior consent. If required by PRC laws, the JW China shall designate a qualified PRC citizen to handle such matters and exercise such rights as set forth in this Power of

Attorney.

本授权委托书自签署之日生效。自授权委托书签署之日起，在本人为炬明的股东期间，本授权委托书不可撤销并持续有效。

This Power of Attorney takes effect as of the date hereof. During the period that I am a shareholder of JU Ming, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 JW China 的与本人股权有关的所有权利，不再自行行使该等权利，也不承担因 JW China 行使本授权委托书授予的权利或办理委托事项所产生的责任。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the JW China through this Power of Attorney, and shall not exercise such rights by myself, and shall not undertake the liabilities caused by JW China's exercise of rights granted and handling of matters authorized and entrusted under this Power of Attorney.

本授权委托书以中文和英文书就。如果中文版本和英文版本之间有任何不一致，以中文版本为准。

This Power of Attorney is written in Chinese and English. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

本页其余部分刻意留为空白
The Remainder of this page is intentionally left blank

有鉴于此，本授权委托书在此经

IN WITNESS WHEREOF, the Power of Attorney is hereby

签署/Signed by:

签署/By _____
姓名/Name: 高星/ GAO Xing

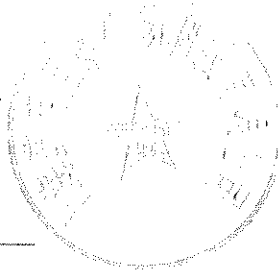
A handwritten signature in black ink, appearing to be 'GAO XING', written over a horizontal line.

有鉴于此，本授权委托书在此经

IN WITNESS WHEREOF, the Power of Attorney is hereby

接受/Accepted by:

上海药明巨诺生物科技有限公司
JW Therapeutics (Shanghai) Co., Ltd.



签署/By

姓名/Name: YIPING JAMES LI

职位/Title: 法定代表人/Legal Representative

有鉴于此，本授权委托书在此经

IN WITNESS WHEREOF, the Power of Attorney is hereby

承认/Acknowledged by:

上海炬明医疗技术有限公司
Shanghai Ju Ming Medical Technology Co., Ltd.



签署/By

Handwritten signature of LV Jing in black ink.

姓名/Name: LV Jing

职位/Title: 法定代表人/Legal Representative



Name: Yiping James Li
Position: Director
Date: 19 OCT 2020

关于授权委托书的补充
Supplement and Amendment to Power of Attorney

日期: 2020年7月29日
Date: July 29, 2020

本人, 高星, 中国公民, 中国居民身份证号码为 120109198502016528, 于 2020 年 7 月 29 日签署了一份《授权委托书》(“原授权委托书”, 与本《关于授权委托书的补充》合称“授权委托书”), 根据原授权委托书, 授权和委托 JW China 及其再授权或委托的任何人和单位, 代表本人行使相关权利和办理相关事项。现本人就原授权委托书相关内容进行补充和修订如下:

I, GAO Xing , a citizen of the People' s Republic of China (“China” or the “PRC”) whose Identification Card No. is 120109198502016528, executed the Power of Attorney (the “Original POA”, together with this Supplement and Amendment to Power of Attorney, the “POA”) on July 29, 2020, according to which, I irrevocably authorized and entrusted JW China, and any person or entity re-authorized or entrusted thereby , to exercise the certain rights and handle the certain matters on my behalf relating to My Shareholding in Ju Ming. Now, I hereby make the following supplement and amendment to POA:

- 1 本《关于授权委托书的补充》中使用的术语, 如未另行定义, 应具有原授权委托书中定义的含义。

Capitalized Terms used in this Supplement and Amendment to Power of Attorney, if not otherwise defined, shall have the meaning defined in the Original POA.

- 2 原授权委托书下述内容:

“本人, 高星, 中国公民, 中国居民身份证号码为 120109198502016528, 在本授权委托书签署之日拥有上海炬明医疗技术有限公司 (“炬明”) 50% 的股权。就本人现时和将来在炬明持有的股权 (“本人股权”), 本人特此不可撤销地授权和委托上海药明巨诺生物科技有限公司 (“JW China”) 在本授权委托书的有效期内代表本人行使如下权利和办理如下事项:

I, GAO Xing , a citizen of the People’s Republic of China (“China” or the “PRC”) whose Identification Card No. is 120109198502016528, and a holder of 50% of the registered capital of Shanghai Ju Ming Medical Technology Co., Ltd. (“Ju Ming”) as of the date of this Power of Attorney, hereby irrevocably authorize and entrust JW Therapeutics (Shanghai) Co., Ltd. (the “JW China”) to exercise the following rights and handle the following matters on my behalf relating to all equity interests held by me now and in the future in Ju Ming (“My Shareholding”), during the term of this Power of Attorney:

授权 JW China 作为本人唯一的、排他的代理人，就有关本人股权的权利和事宜，全权代表本人行使包括但不限于如下的权利和处理如下事项：1) 召集和参加炬明的股东会；2) 行使中国法律和炬明章程下规定的本人所享有的全部股东权和股东表决权；3) 处理本人股权（全部或任何一部分）的出售、转让、质押或处置，包括但不限于代表本人签署所有必要的股权转让文件、其他处置本人股权的文件和办理所有必要手续；4) 以本人的名义，代表本人以炬明的股东的身份签署任何决议和会议记录；5) 代表本人提名、选举、指定、任命和罢免炬明的法定代表人、董事、监事、总经理、财务总监以及其他高级管理人员；以及 6) 批准修改公司章程。未经 JW China 书面同意，本人无权增资、减资、转让、再次质押、或以其他任何方式处置、变更本人股权。

The JW China is hereby authorized, as my sole and exclusive agent and attorney, to act on behalf of myself with respect to all rights and matters concerning My Shareholding, including without limitation to: 1) convening and attending shareholders' meetings of Ju Ming; 2) exercising all of the shareholder's rights and shareholder's voting rights that I am entitled to under the laws of China and the articles of association of Ju Ming; 3) handling the sale, transfer, pledge or disposition of My Shareholding (in part or in whole), including without limitation executing all necessary equity transfer documents and other documents for disposal of My Shareholding and fulfilling all necessary procedures; 4) representing myself in executing any resolutions and minutes as a shareholder of Ju Ming on my behalf; 5) nominating, electing, designating, appointing or removing on behalf of myself the legal representative, directors, supervisors, general managers, chief executive officer and other senior management members of Ju Ming; and 6) approving the amendments to the company's articles of association. Without written consent by JW China, I have no right to increase, decrease, transfer, pledge, or by any other manner to dispose or change My Shareholding.”

变更为：

“本人，高星，中国公民，中国居民身份证号码为 120109198502016528，在本授权委托书签署之日拥有上海炬明医疗技术有限公司（“炬明”）50%的股权。就本人现时和将来在炬明持有的股权（“本人股权”），本人特此不可撤销地授权和委托上海药明巨诺生物科技有限公司或根据上海药明巨诺生物科技有限公司的指示授权上海药明巨诺生物科技有限公司指定的其直接或间接境外母公司的董事以及代行该等董事职责的清盘人或其他继任人（合称“JW China”），在本授权委托书的有效期限内代表本人行使如下权利和办理如下事项：

I, GAO Xing , a citizen of the People's Republic of China (“China” or the “PRC”) whose Identification Card No. is 120109198502016528, and a holder of 50% of

the registered capital of Shanghai Ju Ming Medical Technology Co., Ltd. ("Ju Ming") as of the date of this Power of Attorney, hereby irrevocably authorize and entrust JW Therapeutics (Shanghai) Co., Ltd., or as instructed by JW Therapeutics (Shanghai) Co., Ltd., authorize and entrust the designated directors of JW Therapeutics (Shanghai) Co., Ltd.'s direct or indirect offshore parent company and the liquidator or other successors acting on behalf of such directors (collectively, the "JW China") to exercise the following rights and handle the following matters on my behalf relating to all equity interests held by me now and in the future in Ju Ming ("My Shareholding"), during the term of this Power of Attorney:

授权 JW China 作为本人唯一的、排他的代理人，就有关本人股权的权利和事宜，全权代表本人行使包括但不限于如下的权利和处理如下事项：1) 召集和参加炬明的股东会；2) 行使中国法律和炬明章程下规定的本人所享有的全部股东权和股东表决权；3) 处理本人股权（全部或任何一部分）的出售、转让、质押或处置，包括但不限于代表本人签署所有必要的股权转让文件、其他处置本人股权的文件和办理所有必要手续；4) 以本人的名义，代表本人以炬明的股东的身份签署任何决议和会议记录及向相关公司工商管理部门及其他政府部门送交存档文件；5) 代表本人提名、选举、指定、任命和罢免炬明的法定代表人、董事、监事、总经理、财务总监以及其他高级管理人员；6) 批准修改公司章程；以及 7) 依法行使任何处理炬明资产的股东权利，包括但不限于中国法律允许的管理其资产相关业务的权利、取用其收入的权利及取得其资产的权利。未经 JW China 书面同意，本人无权增资、减资、转让、再次质押、或以其他任何方式处置、变更本人股权。

The JW China is hereby authorized, as my sole and exclusive agent and attorney, to act on behalf of myself with respect to all rights and matters concerning My Shareholding, including without limitation to: 1) convening and attending shareholders' meetings of Ju Ming; 2) exercising all of the shareholder's rights and shareholder's voting rights that I am entitled to under the laws of China and the articles of association of Ju Ming; 3) handling the sale, transfer, pledge or disposition of My Shareholding (in part or in whole), including without limitation executing all necessary equity transfer documents and other documents for disposal of My Shareholding and fulfilling all necessary procedures; 4) representing myself in executing any resolutions and minutes as a shareholder of Ju Ming on my behalf, and filing archived documents to relevant administration of industry and commerce and other government departments; 5) nominating, electing, designating, appointing or removing on behalf of myself the legal representative, directors, supervisors, general managers, chief executive officer and other senior management members of Ju Ming; 6) approving the amendments to the company's articles of association; and 7) exercising any shareholder rights over Ju Ming's assets in accordance with relevant laws and regulations, including but not limited to the right to manage Ju Ming's assets-related business, the right to use Ju Ming income and the right to obtain Ju Ming assets as permitted by

PRC laws. Without written consent by JW China, I have no right to increase, decrease, transfer, pledge, or by any other manner to dispose or change My Shareholding.”

- 3 在本人发生死亡、丧失行为能力、结婚、离婚或发生其他可能影响本人行使本人股权的情况下，本人的继承人（包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母）将被视为授权委托书的签署一方，继承/承担本人在授权委托书下的所有权利与义务。

In the event of my death, incapacity, marriage, divorce or other circumstances that may affect the My Shareholding, my heirs (including my spouse, children, parents, siblings, grandparents, grandparents in law) will be regarded as the signing party of the POA, inheriting/asserting all my rights and obligations under this POA.

- 4 本人特此承诺并保证，本人在授权委托书下的授权并不会引致本人与 JW China 实际或潜在的利益冲突。如本人和炬明与 JW China 或 JW China 之直接或间接境外母公司或 JW China 直接或间接的境外母公司控制的其他主体之间存在潜在利益冲突，本人将会优先保护且不会损害 JW China 或 JW China 之直接或间接境外母公司或 JW China 直接或间接的境外母公司控制的其他主体的利益。在本人身兼 JW China 或 JW China 之直接或间接境外母公司的董事、高级管理人员的情况下，本人将授权 JW China 或根据 JW China 的指示授权 JW China 直接或间接境外母公司除本人外的其他董事、高级管理人员行使授权委托书下的权利。本人将不对外签署任何与炬明或 JW China 及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人将不以作为或不作为的方式导致本人与 JW China 及其股东之间的利益冲突。如产生该等利益冲突（JW China 有权单方决定该等利益冲突是否产生），则本人将在 JW China 或其被指定人同意的前提下尽可能及时采取措施予以消除。

I hereby covenant and warrant that, my authorization and entrustment under the POA will not cause an actual or potential conflict of interest between me and JW China and/or its trustees. If there is a potential conflict of interest between me and Ju Ming, JW China or JW China's direct or indirect offshore parent company or other entities controlled thereby, I will give priority protection to and will not harm the interests of JW China or JW China's direct or indirect offshore parent company or other entities controlled thereby. In the case that I am also a director or senior management of JW China or JW China's direct or indirect offshore parent company, I will authorize JW China or, at the instructions of JW China, to authorize other directors and senior management of JW China's direct or indirect offshore parent company to exercise the rights under the POA. I will not sign any documents that have conflict of interests with legal documents such as agreements that are executed and under performance by JW China and JW China's designee(s), or make relevant commitments. I will not cause any conflict

of interests between me and JW China and JW China's shareholder(s) by way of acts or inactions. If such conflict of interests arises (JW China has the right to decide whether such conflict of interest arises unilaterally), then I will take measures to eliminate such conflict of interests as soon as possible with the consent of JW China or JW China's designee(s).

- 5 本人特此承诺，在炬明破产、清算或解散的情况下，本人在炬明破产、清算、解散或终止后获得的所有资产包括炬明股权将以无偿或以当时中国法律允许的最低价格转让予 JW China，或者由届时的清算人基于保护 JW China 直接或间接股东及/或债权人的利益对炬明的所有资产（包括股权）进行处置。

I hereby covenant that, in the event of Ju Ming's bankruptcy, liquidation or dissolution, all assets I received after Ju Ming's bankruptcy, liquidation or dissolution, including Ju Ming's equity interest, will be transferred to JW China freely or at the lowest price allowed by PRC law at the time, or will be disposed by the then liquidator in order to protect the interests of JW China's direct or indirect shareholders and/or creditors.

- 6 如果因解释和履行授权委托书发生任何争议，授权委托书所涉各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后三十（30）天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给上海国际经济贸易仲裁委员会（上海国际仲裁中心），由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。仲裁庭可以就炬明的股权权益、资产或物业权益裁定赔偿或抵偿 JW China 因授权委托书其他方当事人的违约行为而对 JW China 造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令炬明破产清算。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致 JW China 所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括炬明注册成立地的法院、炬明或 JW China 主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对于炬明的股权权益或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济以支持仲裁的进行，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致 JW China 所受损失进一步扩大的行为。

In the event of any dispute with respect to the interpretation and performance of the POA, the parties in relation to the POA ("Parties", each a "Party") shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within thirty (30) days after any party requesting for resolving the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) for arbitration, in

accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties. The arbitral tribunal may rule to compensation JW China for losses caused to JW China due to breach of the POA by other parties by Ju Ming 's equity interests, assets or property rights, may make compulsory relief to JW China by ruling mandatory transfer of related business or asset, and may order Ju Ming go bankrupt and liquidation. After the arbitration award takes effect, either Party has the right to apply to the courts with jurisdiction to enforce the arbitration award. If necessary, the arbitration institution may adjudicate the breaching Party immediately to stop the breach or may rule that the breaching Party shall not engage in actions that may lead to further expansion of the losses suffered by JW China before making a final ruling on the disputes. Courts in Hong Kong, the Cayman Islands or other jurisdictions (including the court where Ju Ming is incorporated or the courts where Ju Ming or JW China's main assets are located shall be considered to have jurisdiction) also may grant or enforce the award of the arbitral tribunal, and may adjudicate or adopt interim relief over Ju Ming's equity interest or property rights, and may also make a ruling or judgment while waiting for the formation of an arbitral tribunal or other appropriate circumstances to grant temporary relief to the Party who initiated the arbitration to support the arbitration, such as ruling the breaching Party to stop the breach immediately or ruling that the breaching Party shall not conduct the behavior that may lead to further expansion of the losses suffered by JW China.

- 7 本《关于授权委托书的补充》是对原授权委托书的补充，本《关于授权委托书的补充》生效后，即成为原授权委托书不可分割的组成部分，与原授权委托书具有同等法律效力。

This Supplement and Amendment to Power of Attorney is a supplement to the Original POA. After taking effect, this Supplement and Amendment to Power of Attorney shall become an integral part of the Original POA and have the same legal effect as the Original POA.

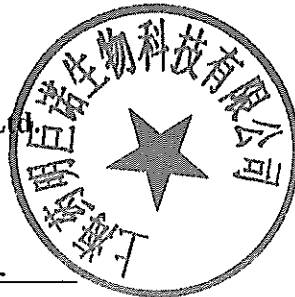
*本页其余部分刻意留为空白
The Remainder of this page is intentionally left blank*

签署/By _____
姓名/Name: 高星/GAO Xing

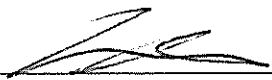


接受/Accepted by

上海药明巨诺生物科技有限公司
JW Therapeutics (Shanghai) Co., Ltd.

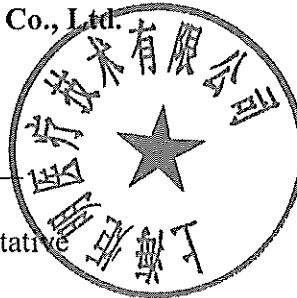


签署/By _____
姓名/Name: YIPING JAMES LI
职位/Title: 法定代表人/Legal Representative

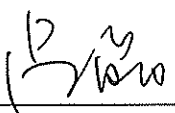


承认/Acknowledged by:

上海炬明医疗技术有限公司
Shanghai Ju Ming Medical Technology Co., Ltd.



签署/By _____
姓名/Name: LV Jing
职位/Title: 法定代表人/Legal Representative





Name: Yiping James Li

Position: Director

Date: 19 OCT 2020

独家购买权协议补充协议
Supplemental Agreement to Exclusive Option Agreement

本独家购买权协议补充协议（“本补充协议”）由以下各方于 2020 年 7月29 日在中华人民共和国（“中国”）上海市签订：

This Supplemental Agreement to Exclusive Option Agreement (the “**Supplemental Agreement**”) is executed by and among the following Parties as of July 29, 2020 in Shanghai, the People’s Republic of China (“**China**” or the “**PRC**”):

甲方： 上海药明巨诺生物科技有限公司
地址： 中国（上海）自由贸易试验区美盛路 227 号 41#楼二层 C 部位
Party A: JW Therapeutics (Shanghai) Co., Ltd.
Address: Part C, 2nd Floor, Building 41, No. 227, Meisheng Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

乙方： 高星（中国公民，中国居民身份证号码：120109198502016528）
Party B: GAO Xing (a Chinese citizen with PRC ID Card No.: 120109198502016528)

丙方： 上海炬明医疗技术有限公司
地址： 中国（上海）自由贸易试验区中科路 702 号 4 幢 2 楼 H 区
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.
Address: Area H, 2nd Floor, Building 4, No. 702 Zhongke Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

甲方、乙方和丙方以下各称“一方”，合称“各方”。

Each of Party A, Party B and Party C shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 各方于 2020 年【7月29日】签署《独家购买权协议》（“原协议”），根据该协议，乙方授予甲方一项专有的股权购买权。

Parties entered into the Exclusive Option Agreement (the “**Original Agreement**”) on [July 29th], 2020, according to which, Party B granted Party A an exclusive Equity Interest Purchase Option.

(B) 各方拟对原协议中的未尽事宜进行补充约定。

Parties proposes to make supplementary agreement on some unmentioned matters in the Original Agreement.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 关于原协议的修订和补充

Amendments and supplements to the Original Agreement

1.1. 原协议第 1 条变更为:

Clause 1 of the Original Agreement shall be amended as:

1. 股权及资产买卖

Sale and Purchase of Equity Interest and Assets

1.1 授予权利

Option Granted

乙方在此不可撤销地、无条件地授予甲方一项专有权(“股权购买权”), 允许甲方在中国法律允许的前提下, 按照甲方自行决定的行使步骤, 并按照本协议第 1.3 条所述的价格, 随时一次或多次从乙方购买或指定一人或多人(“被指定人”)从乙方购买其届时所持有的丙方的全部或部分股权。除甲方和被指定人外, 任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。丙方在此不可撤销地、无条件地授予甲方的一项专有权(“资产购买权”, 与股权购买权合称“购买权”), 在中国法律允许的前提下, 在本协议的有效期内, 按照甲方自行决定的行使步骤, 并按照本协议第 1.3 条所述的价格, 随时一次或多次从丙方购买或指定被指定人购买其全部或部分资产。除甲方和被指定人外, 任何其他人均不得享有资产购买权或其他与丙方资产有关的权利。乙方特此同意丙方向甲方授予资产购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party B hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. Party B hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate Designee(s) to purchase assets of Party C once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Asset Purchase Option”,

together with the Equity Interest Purchase Option, the “Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Asset Purchase Option or other rights with respect to the Assets of Party C. Party B hereby agrees to the grant by Party C of the Asset Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

1.2 行使步骤

Steps for Exercise of the Equity Interest Purchase Option

甲方行使其购买权以符合中国法律和法规的规定为前提。甲方行使购买权时，应向乙方和/或丙方发出书面通知（“股权购买通知”或“资产购买通知”），股权购买通知和/或资产购买通知应载明以下事项：(a)甲方关于行使购买权的决定，及被指定人的名称（若有）；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）和/或甲方和/或被指定人拟从丙方购买的资产（“被购买资产”）；和(c)被购买股权和/或被购买资产的购买日/转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Purchase Option by issuing a written notice to Party B and/or Party C (the “Equity Interest Purchase Option Notice” or the “Asset Purchase Option Notice”), specifying:(a) Party A’s decision to exercise the Purchase Option, and the name of the Designee(s) if any; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the “Optioned Interests”) and/or the assets to be purchased by Party A or the Designee from Party C (the “Assets”); and (c) the date for purchasing the Optioned Interests and/or Assets or the date for the transfer of the Optioned Interests and/or Assets.

1.3 股权买价及资产买价

Equity Interest Purchase Price and Asset Purchase Price

甲方行使股权购买权购买乙方持有的全部被购买股权的总价应相当于乙方就该被购买股权所缴付的实际注册资本出资额（或者该价格可以以甲方（或被指定人）与乙方另行签订的股权转让合同中所列的为准，前提是该价格不违反中国法律法规的规定且被甲方认可）；甲方行使股权购买权购买乙方在丙方持有的部分被购买股权时，股权买价按照比例计算。如果在甲方行使股权购买权时，中国法律对被购买股权的转让价格有任何强制性规定，导致法律允许的最低价格高于前述价格，则转让价格应以中国法律所允许的该最低价格为准（统称“股权买价”）。

The total price for the purchase by Party A of all Optioned Interests held by Party B upon exercise of the Equity Interest Purchase Option by Party A shall equal to the amount of registered capital contributed by Party B in Party C for such Optioned Interests (or such price may be as set forth in the equity transfer agreement to be executed between Party A (or the Designee)

and Party B separately, provided that such price does not violate PRC laws and regulations and is acceptable to Party A); if Party A exercises the Equity Interest Purchase Option to purchase part of the Optioned Interests held by Party B in Party C, then the purchase price shall be calculated on a pro rata basis. If at the time when Party A exercises the Equity Interest Purchase Option, the PRC laws impose mandatory requirements on the purchase price of such Optioned Interests, such that the minimum price permitted under PRC law is higher than the aforementioned price, then the purchase price shall be such minimum price permitted by PRC law (collectively, the "Equity Interest Purchase Price").

当甲方根据本协议决定行使资产购买权时，购买的资产在购买价（“资产买价”）应为无偿或象征性价格，但若相关政府部门或中国法律要求资产买价为其他价格，则资产买价应为符合该要求的最低价格。

When Party A decides to exercise the Asset Purchase Option in accordance with this Agreement, the purchase price of the proposing purchased assets (the "Asset Purchase Price") shall be free or nominal price, but if the relevant government authorities or PRC law requires the Asset Purchase Price to be other prices, then the Asset Purchase Price shall be the minimum price that meets such requirement.

1.4 转让被购买股权和/或被购买资产 Transfer of Optioned Interests and/or Assets

甲方每次行使购买权时：
For each exercise of the Purchase Option:

- 1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方/或丙方向甲方和/或被指定人转让被购买股权和/或被购买资产的决议；

Party B shall cause Party C to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving Party B's and/or Party C's transfer of the Optioned Interests and/or Assets to Party A and/or the Designee(s);

- 1.4.2 乙方和/或丙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知和/或资产购买通知的规定，为每次转让签订股权转让合同和/或资产转让合同及其他相关法律文件；

Party B and/or Party C shall execute an equity interest transfer contract and/or asset transfer contract or other documents with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice and/or Asset Option Notice regarding the Optioned Interests;

1.4.3 乙方应在收到股权购买通知和/或资产购买通知后三十（30）日内，与有关方签署所有必要的合同、协议或文件，取得全部所需的政府批准和同意，并完成所有必要登记、备案手续，在不附带任何担保权益的情况下，将被购买股权和/或被购买资产的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权和/或被购买资产的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益；本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于本协议签署之日签订的股权质押协议及其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及其的任何修改、修订或重述。

Party B shall, within thirty (30) days after receipt of the Equity Interest Purchase Option Notice and/or Asset Option Notice, execute all necessary contracts, agreements or documents with relevant parties, obtain all necessary government approvals and permits, and complete all necessary registrations and filings, so as to transfer valid ownership of the Optioned Interests and/or Asset Optioned Assets to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests and/or Asset Optioned Assets. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement and Party B’s Power of Attorney; “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modification, amendment and restatement thereto.; “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modification, amendment and restatement thereto.

1.5 付款 Payment

鉴于在借款协议中已约定乙方转让其在丙方的股权所取得的任何收益，均应用于乙方根据借款协议向甲方偿还贷款（及任何利息），因此，当甲方行使股权购买权时，甲方可以直接通过抵消乙方所欠甲方所有债务（包括但不限于乙方所欠甲方的借款和利息）（该债务称“抵消债务”）的方式来支付股权买价；除非中国法律要求对本协议约定

的股权买价进行调整，则甲方无需再向乙方支付额外价款。如果中国法律对本协议约定的股权买价有任何强制性规定，导致法律允许的最低股权买价高于已与抵消债务相抵消的价格，乙方承诺以中国法律允许的方式将其获得的所有高出抵消债务部分的金额及时赠予甲方或甲方指定的任何人。

The Parties have agreed in the Loan Agreement that any proceeds obtained by Party B through the transfer of its equity interests in Party C shall be used for repayment of the loan provided by Party A (and any interest thereon) in accordance with the Loan Agreement. Accordingly, upon exercise of the Equity Interest Purchase Option, Party A may make the payment of the Equity Interest Purchase Price by way of offset of the outstanding debts owed by Party B to Party A (including without limitation the outstanding amount of the loan owed by Party B to Party A and any interest thereon) (such debts, the "Offset Debts"), in which case Party A shall not be required to pay any additional purchase price to Party B, unless the Equity Interest Purchase Price set forth herein is required to be adjusted in accordance with the PRC laws. If the PRC laws impose mandatory requirements on the Equity Interest Purchase Price agreed under this Agreement, such that the minimum Equity Interest Purchase Price permitted under PRC laws exceeds the price already offset with the Offset Debts, the Party B undertakes to promptly donate all of the amount exceeding the Offset Debts received by it to Party A or any other person designated by Party A in the manner permitted by the applicable PRC laws.

丙方在此不可撤销地承诺在符合当时中国法律的规定和要求的前提下，甲方以任何价格支付给丙方的资产买价均应由丙方在扣除相关税费（如有）后，在七（7）日内返还甲方或甲方指定的其他方；如届时中国法律不允许该等返还，则丙方承诺将以托管的形式为甲方托管该等款项，并配合甲方签署托管协议或其他相关法律文件。在依据中国法律对资产买价进行必要的税务代扣代缴以后，资产买价由甲方在被购买资产正式转让至甲方名下之日起七（7）日内支付至丙方指定的账户。

Party C hereby irrevocably undertakes that the Asset Purchase Price paid by Party A to Party C shall be returned to Party A or Party A's Designee(s) within seven (7) days after deduction of relevant taxes and fees (if any); Where PRC law does not allow such return, Party C undertakes to escrow such price paid for Party A and cooperate with Party A to signed a custody agreement or other relevant legal documents. After the necessary tax withholding and payment of the Asset Purchase Price in accordance with PRC law, the purchase Asset Purchase Price shall be paid by Party A to the account designated by Party C within seven (7) days from the date when the purchased assets are officially transferred to Party A.

1.2 增加下述内容至原协议第 2.1 条：

Adding the following content to Clause 2.1 of the Original Agreement:

2.1.18 乙方和丙方应促使丙方的子公司和后续设立、收购或实际控制的子公司在适用的情况下根据本协议约定行使权利、遵守丙方在原协议项下的承诺和履行与丙方同等义务，如同该等子公司为相应条款项下的丙方一样。

2.1.18 Party B and Party C shall procure its subsidiary and any subsidiary subsequently established, acquired or actual controlled by Party C to exercise their rights and perform the same obligations as Party C and comply with the covenants made by Party C in accordance with this Agreement, as such subsidiaries are Party C under corresponding clauses.

1.3 原协议第 2.2.5 条变更为：

Clause 2.2.5 of the Original Agreement shall be amended as:

确保丙方股东会或董事（或执行董事）表决赞成本协议规定的被购买股权的转让和/或被购买资产的转让，并应甲方之要求采取其他任何行动。

Party B shall ensure the shareholders' meeting or the directors (or the executive director) of Party C to vote in favor of the transfer of the Optioned Interests and/or the transfer of the Optioned Assets as set forth in this Agreement and to take any and all other actions that may be requested by Party A.

1.4 增加下述内容为原协议第 2.2.11 条：

Adding the following content as Clause 2.2.11 of the Original Agreement:

2.2.11 乙方不得对外签署任何与丙方或甲方及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突（甲方有权单方决定该等利益冲突是否产生），则乙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B shall not sign any documents that have conflict of interests with legal documents such as agreements that are executed and under performance by Party C or Party A and Party A's designee(s), or make relevant commitments; Party B shall not cause any conflict of interests between Party B and Party A or Party A's shareholder(s) by way of acts or inactions. If such conflict of interests arises (Party A has the right to decide whether such conflict of interest arises unilaterally), then Party B shall take measures to eliminate such conflict of interests as soon as possible with the consent of Party A or Party A's designee(s).

1.5 原协议第 3.1 条变更为：

Clause 3.1 of the Original Agreement shall be amended as:

其具有全部的权力、能力和授权以签订和交付本协议以及根据本协议为每一次转让被购买股权和/或被购买资产而由其作为一方签订的任何股权转让合同和/或被购买资产的任何转让合同(各称为“转让合同”), 并履行其在本协议和任何转让合同项下的义务。乙方和丙方同意在甲方行使购买权时, 他们将签署与本协议条款实质一致的转让合同。本协议以及由其作为签署方的各转让合同, 一旦签署即构成或将对其构成合法、有效及具有约束力的义务, 并可按照其条款对其强制执行;

They have the power, capacity and authority to execute and deliver this Agreement and any equity interest transfer contracts and/or asset transfer contracts to which they are parties concerning each transfer of the Optioned Interests and/or Optioned Assets as described thereunder (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts substantially consistent with the terms of this Agreement upon Party A’s exercise of the Purchase Option. This Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

1.6 增加下述内容至原协议第 3 条:

Adding the following content to Clause 3 of the Original Agreement:

3.9 如果丙方应中国法律要求解散或清算, 丙方应在中国法律许可的范围内, 按中国法律允许的最低价格将其所有的资产出售予甲方或甲方指定的其他适格主体。丙方在届时有效的中国法律适用范围内豁免甲方或其指定之适格主体因此而产生的任何支付义务, 但因此产生的相关税费(如有)由甲方或其指定之适格主体承担; 任何该交易产生之收益应在届时有效的中国法律适用的范围内, 作为甲方与丙方于 2017 年 11 月 2 日签署的《独家业务合作协议》下之服务费之一部分而支付予甲方或甲方指定的适格主体。

3.9 If Party C dissolves or liquidates as required by PRC law, Party C shall sell all of its assets to Party A or other competent entities designated by Party A at the lowest price permitted by PRC law to the extent permitted by PRC law. Party A’s or the competent entities designated by Party A’s obligation to pay under such selling shall be waived by Party C to the extent permitted by PRC law at that time, provided that the related taxes (if any) incurred shall be borne by Party A or its such designee(s). Any proceeds from the transaction shall be paid back to Party A or its such designee(s) as part of the service fee under the Exclusive Business Cooperation Agreement dated November 2, 2017 entered into between Party A and Party C, within the scope of the applicable PRC law at that time.

3.10 在乙方发生死亡、丧失行为能力、结婚、离婚或发生其他可能影响其行使其持有丙方股权的情况下，乙方的继承人（包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母）将被视为本协议的签署一方，继承及承担乙方在本协议下的所有权利与义务，并根据届时适用的法律及本协议转让相关股权予甲方或被指定人。

3.10 In the event of death, incapacity, marriage, divorce or other circumstances that may affect Party B's equity holding in Party C, Party B's heirs (including spouse, children, parents, siblings, grandparents, grandparents in law) will be regarded as the signing party of this Agreement, inheriting/asserting all of Party B's rights and obligations under this Agreement, and transfer relevant equity interest to Party A or Party A's designee(s).

1.7 原协议第 4 条变更为：

Clause 4 of the Original Agreement shall be amended as:

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权和/或丙方的全部资产均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain effective until all equity interests held by Party B in Party C and/or all assets of Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement

1.8 原协议第 5.2 条变更为：

Clause 5.2 of the Original Agreement shall be amended as:

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在任何一方要求通过协商解决争议后三十（30）天之内未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会（上海国际仲裁中心），由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的，对各方均有约束力。仲裁庭可以就丙方的股权权益、资产或物业权益裁定赔偿或抵偿甲方因本协议其他方当事人的违约行为而对甲方造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令丙方破产清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括丙方注册成立地的法院、或丙方或甲方主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对于丙方的股权权益或物业权益有权裁定或执行临时救济以支持仲裁的进行，亦有权在等待组成仲裁庭期间

或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within thirty (30) days after any party requesting for resolving the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties. The arbitral tribunal may rule to compensation Party A for losses caused to Party A due to breach of contract by other parties by Party B's equity interests, assets or property rights, may make compulsory relief to Party A by ruling mandatory transfer of related business or asset, and may order Party C go bankrupt and liquidation. After the arbitration award takes effect, either Party has the right to apply to the courts with jurisdiction to enforce the arbitration award. If necessary, the arbitration institution may adjudicate the breaching Party immediately to stop the breach or may rule that the breaching Party shall not engage in actions that may lead to further expansion of the losses suffered by Party A before making a final ruling on the disputes. Courts in Hong Kong, the Cayman Islands or other jurisdictions (including the court where Party C is incorporated or the courts where Party C or Party A's main assets are located shall be considered to have jurisdiction) also may grant or enforce the award of the arbitral tribunal, and may adjudicate or adopt interim relief over Party C's equity interest or property rights, and may also make a ruling or judgment while waiting for the formation of an arbitral tribunal or other appropriate circumstances to grant temporary relief to the Party who initiated the arbitration to support the arbitration, such as ruling the breaching Party to stop the breach immediately or ruling that the breaching Party shall not conduct the behavior that may lead to further expansion of the losses suffered by Party A.

2. 关于本补充协议

Matters in relation to this Supplemental Agreement

- 2.1. 本补充协议中使用的术语，如未另行定义，应具有原协议中定义的含义。

Capitalized Terms used in this Supplemental Agreement, if not otherwise defined, shall have the meaning defined in the Original Agreement.

- 2.2. 本补充协议是对原协议的补充，本补充协议生效后，即成为原协议不可分割的组成部分，与原协议具有同等法律效力。本补充协议未约定的事项，依照原协议的约定执行。

This Supplemental Agreement is a supplement to the Original agreement. After taking effect, this Supplemental Agreement shall become an integral part of the Original Agreement and have the same legal effect as the Original Agreement. Matters not stipulated in this Supplemental Agreement shall comply with the Original Agreement.

- 2.3. 除本补充协议中明确所作的修改或补充外，原协议的其余部分应完全继续有效。

Except for the amendments or supplemental agreements made explicitly in this Supplemental Agreement, the rest of the Original Agreement shall remain fully valid.

- 2.4. 本补充协议一式叁份，各执一份，每份具有同等法律效力，自各方签署之日起生效。

This Supplemental Agreement is made in three copies with the same legal effect, each Party having one copy, and shall become effective upon execution by the Parties.

本页其余部分刻意留为空白
The Remainder of this page is intentionally left blank

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本独家购买权协议补充协议并即生效，以昭信守。


IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Supplemental Agreement to Exclusive Option Agreement as of the date first above written.

甲方： 上海药明巨诺生物科技有限公司
Party A: JW Therapeutics (Shanghai) Co., Ltd.

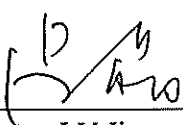
签署/By 
姓名/Name: YIPING JAMES LI
职位/Title: 法定代表人/Legal Representative

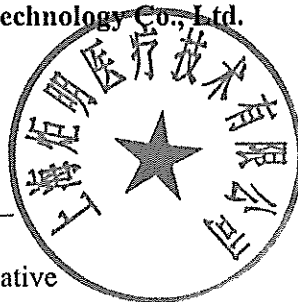



乙方： 高星
Party B: GAO Xing

签字 By 

丙方： 上海炬明医疗技术有限公司
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.

签署/By 
姓名/Name: LV Jing
职位/Title: 法定代表人/Legal Representative





Name: Yiping James Li
Position: Director
Date: 19 OCT 2020

借款协议补充协议
Supplemental Agreement to Loan Agreement

本借款协议补充协议（“本补充协议”）由以下双方于 2020 年 7 月 29 日在中国上海市签署：

This Supplemental Agreement to Loan Agreement (the “Supplemental Agreement”) is made and entered into by and between the Parties below as of July 29, 2020 in Shanghai, the People’s Republic of China (“China” or the “PRC”):

上海药明巨诺生物科技有限公司（“贷款人”），一家依照中国法律设立和存在的企业，注册地址为中国（上海）自由贸易试验区美盛路 227 号 41#楼二层 C 部位；

JW Therapeutics (Shanghai) Co., Ltd. (the “Lender”), a foreign-invested enterprise, organized and existing under the laws of the PRC, with its registered address at Part C, 2nd Floor, Building 41, No, 227, Meisheng Road, China (Shanghai) Pilot Free Trade Zone, Shanghai;

高星（“借款人”），一位中国公民，中国居民身份证号码：120109198502016528。
GAO Xing (the “Borrower”), a citizen of China with PRC ID Card No.: 120109198502016528.

贷款人和借款人以下各称为“一方”，统称为“双方”。

Each of the Lender and the Borrower shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 双方于 2020 年【7月29日】签署《借款协议》（“原协议”），根据该协议，贷款人同意向借款人提供人民币总共人民币 50 万元的贷款，用于原协议规定的用途；

Parties entered into the Loan Agreement (the “Original Agreement”) on [July 29], 2020 according to which, the Lender agreed to provide the Borrower with a loan in the aggregate amount of RMB 500,000 to be used for the purposes set forth in the Original Agreement;

(B) 双方拟对原协议中的未尽事宜进行补充约定。

Parties proposes to make supplementary agreement on some unmentioned matters in the Original Agreement.

经友好协商，双方达成本协议如下，以资信守：
After friendly consultation, the Parties agree as follows:

1. 关于原协议的修订和补充

Amendments and supplements to the Original Agreement

1.1 原协议第7.2条变更为:

Clause 7.2 of the Original Agreement shall be amended as:

因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果在任何一方要求通过协商解决争议后三十（30）天之内未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会（上海国际仲裁中心），由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的，对双方均有约束力。仲裁庭可以就借款人公司的股权权益、资产或物业权益裁定赔偿或抵偿甲方因本协议其他方当事人的违约行为而对甲方造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令借款人公司破产清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括借款人公司注册成立地的法院、或甲方主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对于借款人公司的股权权益或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济以支持仲裁的进行，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within thirty (30) days after any party requesting for resolving the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties. The arbitral tribunal may rule to compensation Party A for losses caused to Party A due to breach of contract by other parties by Borrower Company's equity interests, assets or property rights, may make compulsory relief to Party A by ruling mandatory transfer of related business or asset, and may order Borrower Company go bankrupt and liquidation. After the arbitration award takes effect, either party has the right to apply to the courts with jurisdiction to enforce the arbitration award. If necessary, the arbitration institution may adjudicate the breaching party immediately to stop the breach or may rule that the breaching party shall not engage in actions that may lead to further expansion of the losses suffered by Party A before making a final ruling on the disputes. Courts in Hong Kong, the Cayman Islands or other jurisdictions (including the court where Borrower Company is incorporated or the courts where Party A's main assets are located

shall be considered to have jurisdiction) also may grant or enforce the award of the arbitral tribunal, and may adjudicate or adopt interim relief over Borrower Company's equity interest or property rights, and may also make a ruling or judgment while waiting for the formation of an arbitral tribunal or other appropriate circumstances to grant temporary relief to the party who initiated the arbitration to support the arbitration, such as ruling the breaching party to stop the breach immediately or ruling that the breaching party shall not conduct the behavior that may lead to further expansion of the losses suffered by Party A.

1.2 增加下述内容至原协议第 3.2 条:

Adding the following content to Clause 3.2 of the Original Agreement:

3.2.14 乙方不得对外签署任何与借款人公司或甲方及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺;乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

3.2.14 Party B shall not sign any documents that have conflict of interests with legal documents such as agreements that are executed and under performance by Borrower Company or Party A and Party A's designee(s), or make relevant commitments; Party B shall not cause any conflict of interests between Party B and Party A and Party A's shareholder(s) by way of acts or inactions. If such conflict of interests arises (Party A has the right to decide whether such conflict of interest arises unilaterally), then Party B shall take measures to eliminate such conflict of interests as soon as possible with the consent of Party A or Party A's designee(s).

3.2.15 在乙方发生死亡、丧失行为能力、结婚、离婚或发生其他可能影响其行使其持有借款人公司股权的情况下,乙方的继承人(包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母)将被视为本协议的签署一方,继承及承担乙方在本协议下的所有权利与义务。

3.2.15 In the event of death, incapacity, marriage, divorce or other circumstances that may affect Party B's equity holding in Borrower Company, Party B's heirs (including spouse, children, parents, siblings, grandparents, grandparents in law) will be regarded as the signing party of this Agreement, inheriting/asserting all of Party B's rights and obligations under this Agreement.

2. 关于本补充协议

Matters in relation to this Supplemental Agreement

2.1. 本补充协议中使用的术语,如未另行定义,应具有原协议中定义的含义。

Capitalized Terms used in this Supplemental Agreement, if not otherwise defined, shall have the meaning defined in the Original Agreement.

- 2.2. 本补充协议是对原协议的补充，本补充协议生效后，即成为原协议不可分割的组成部分，与原协议具有同等法律效力。本补充协议未约定的事项，依照原协议的约定执行。

This Supplemental Agreement is a supplement to the Original agreement. After taking effect, this Supplemental Agreement shall become an integral part of the Original Agreement and have the same legal effect as the Original Agreement. Matters not stipulated in this Supplemental Agreement shall comply with the Original Agreement.

- 2.3. 除本补充协议中明确所作的修改或补充外，原协议的其余部分应完全继续有效。

Except for the amendments or supplemental agreements made explicitly in this Supplemental Agreement, the rest of the Original Agreement shall remain fully valid.

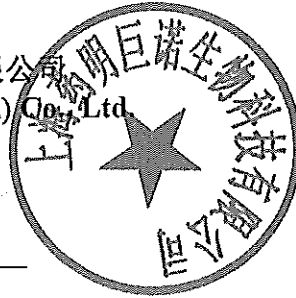
- 2.4. 本补充协议一式贰份，各执一份，每份具有同等法律效力，自各方签署之日起生效。

This Supplemental Agreement is made in two copies with the same legal effect, each Party having one copy, and shall become effective upon execution by the Parties.

有鉴于此，双方已使得经其授权的代表于文首所述日期签署了本借款协议补充协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Supplemental Agreement to Loan Agreement as of the date first above written.

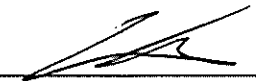
贷款人： 上海药明巨诺生物科技有限公司
Lender: JW Therapeutics (Shanghai) Co., Ltd.



签署/By _____
姓名/Name: YIPING JAMES LI
职位/Title: 法定代表人/Legal Representative

借款人： 高星
Borrower: GAO Xing

签署/By _____


Name: Yiping James Li
Position: Director
Date: 19 OCT 2020

股权质押协议补充协议
Supplemental Agreement to Equity Interest Pledge Agreement

本股权质押补充协议（“本补充协议”）由以下各方于2020年7月29日在中华人民共和国（“中国”）上海市签订：

This Supplemental Agreement to Equity Interest Pledge Agreement (the “Supplemental Agreement”) is executed by and among the following Parties as of July 29, 2020 in Shanghai, the People’s Republic of China (“China” or the “PRC”):

甲方：上海药明巨诺生物科技有限公司（“质权人”），一家依照中国法律设立和存在的外商投资企业，注册地址为中国（上海）自由贸易试验区美盛路227号41#楼二层C部位；

Party A: JW Therapeutics (Shanghai) Co., Ltd. (the “Pledgee”), a foreign-invested enterprise, organized and existing under the laws of the PRC, with its registered address at Part C, 2nd Floor, Building 41, No. 227, Meisheng Road, China (Shanghai) Pilot Free Trade Zone, Shanghai;

乙方：高星（“出质人”）（中国公民，中国居民身份证号码：120109198502016528）

Party B: GAO Xing (the “Pledgor”) (a Chinese citizen with PRC ID Card No.: 120109198502016528)

丙方：上海炬明医疗技术有限公司，一家依照中国法律设立和存在的有限责任公司，注册地址为中国（上海）自由贸易试验区中科路702号4幢2楼H。

Party C: Shanghai Ju Ming Medical Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its registered address at Area H, 2nd Floor, Building 4, No. 702 Zhongke Road, China (Shanghai) Pilot Free Trade Zone, Shanghai.

质权人、出质人和丙方以下各称“一方”，合称“各方”。

Each of the Pledgee, the Pledgor and Party C shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 各方于2020年【7月29日】签署《股权质押协议》（“原协议”），根据该协议，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权协议、借款协议和授权委托书项下义务做出质押担保；

Parties entered into the Equity Interest Pledge Agreement (the “Original Agreement”) on July 29, 2020, according to which, the Pledgor pledged to the Pledgee all of the equity interest that the Pledgor held in Party C as security for Party C’s and the Pledgor’s obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the Loan Agreement and the Power of Attorney;

(B) 各方拟对原协议中的未尽事宜进行补充约定；

Parties proposes to make supplementary agreement on some unmentioned matters in the Original Agreement.

据此，各方经协商一致，达成如下协议。

Now, therefore, through mutual discussion, the Parties have reached the following agreements.

1. 关于原协议的修订和补充

Amendments and supplements to the Original Agreement

1.1 原协议第 14.2 条变更为：

Clause 14.2 of the Original Agreement shall be amended as:

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在任何一方要求通过协商解决争议后三十（30）天之内未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会（上海国际仲裁中心），由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的，对各方均有约束力。仲裁庭可以就丙方的股权权益、资产或物业权益裁定赔偿或抵偿甲方因本协议其他方当事人的违约行为而对甲方造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令丙方破产清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括丙方注册成立地的法院、或丙方或甲方主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对于丙方的股权权益或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济以支持仲裁的进行，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within thirty (30) days after any party requesting for resolving the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties. The arbitral tribunal may rule to compensation Party A for losses caused to Party A due to breach of contract by other parties by Party

B's equity interests, assets or property rights, may make compulsory relief to Party A by ruling mandatory transfer of related business or asset, and may order Party C go bankrupt and liquidation. After the arbitration award takes effect, either party has the right to apply to the courts with jurisdiction to enforce the arbitration award. If necessary, the arbitration institution may adjudicate the breaching party immediately to stop the breach or may rule that the breaching party shall not engage in actions that may lead to further expansion of the losses suffered by Party A before making a final ruling on the disputes. Courts in Hong Kong, the Cayman Islands or other jurisdictions (including the court where Party C is incorporated or the courts where Party C or Party A's main assets are located shall be considered to have jurisdiction) also may grant or enforce the award of the arbitral tribunal, and may adjudicate or adopt interim relief over Party C's equity interest or property rights, and may also make a ruling or judgment while waiting for the formation of an arbitral tribunal or other appropriate circumstances to grant temporary relief to the party who initiated the arbitration to support the arbitration, such as ruling the breaching party to stop the breach immediately or ruling that the breaching party shall not conduct the behavior that may lead to further expansion of the losses suffered by Party A.

1.2 增加下述内容为原协议第 6.5 条：

Adding the following content as Clause 6.5 of the Original Agreement:

在乙方发生死亡、丧失行为能力、结婚、离婚或其他可能影响其行使其持有丙方股权权利的情况下，其继任人、继受人将被视为本协议的签署一方，继承、承担乙方在本协议下的所有权利与义务。本协议对各方的合法继受人均具有约束力。

In the event of death, incapacity, marriage, divorce or other circumstances that may affect Party B's equity holding in Party C, Party B's successors will be regarded as the signing party of this Agreement, inheriting/asserting all Party B's rights and obligations under this Agreement. This Agreement shall be valid with respect to the Parties and each of their legal successors.

2. 关于本补充协议

Matters in relation to this Supplemental Agreement

2.1. 本补充协议中使用的术语，如未另行定义，应具有原协议中定义的含义。

Capitalized Terms used in this Supplemental Agreement, if not otherwise defined, shall have the meaning defined in the Original Agreement.

2.2. 本补充协议是对原协议的补充，本补充协议生效后，即成为原协议不可分割的组成部分，与原协议具有同等法律效力。本补充协议未约定的事项，依照原协议的约定执行。

This Supplemental Agreement is a supplement to the Original agreement. After taking effect, this Supplemental Agreement shall become an integral part of the

Original Agreement and have the same legal effect as the Original Agreement. Matters not stipulated in this Supplemental Agreement shall comply with the Original Agreement.

- 2.3. 除本补充协议中明确所作的修改或补充外，原协议的其余部分应完全继续有效。

Except for the amendments or supplemental agreements made explicitly in this Supplemental Agreement, the rest of the Original Agreement shall remain fully valid.

- 2.4. 本补充协议一式肆份，各方各执一份，另一份用于登记（如需），每份具有同等法律效力，自各方签署之日起生效。

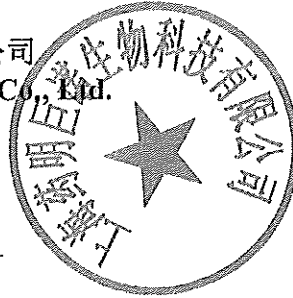
This Supplemental Agreement is made in four copies with the same legal effect. Each Party shall hold one copy respectively and the other copy shall be used for registration (if needed). This Supplemental Agreement shall become effective upon execution by the Parties.

*本页其余部分刻意留为空白
The Remainder of this page is intentionally left blank*

有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本股权质押协议补充协议并即生效, 以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Supplemental Agreement to Equity Interest Pledge Agreement as of the date first above written.

质权人: 上海药明巨诺生物科技有限公司
Pledgee: JW Therapeutics (Shanghai) Co., Ltd.

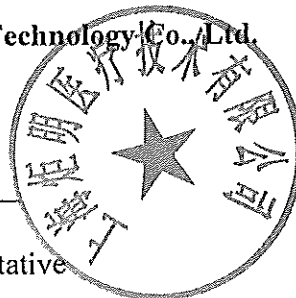


签署/By _____
姓名/Name: YIPING JAMES LI
职位/Title: 法定代表人/Legal Representative

出质人: 高星
Pledgor: GAO Xing

签署/By _____

丙方: 上海炬明医疗技术有限公司
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.



签署/By _____
姓名/Name: LV Jing
职位/Title: 法定代表人/Legal Representative



Name: Yiping James Li

Position: Director

Date: 19 OCT 2020

关于授权委托书的补充
Supplement and Amendment to Power of Attorney

日期: 2020年7月29日
Date: July 29th, 2020

本人, 吕晶, 中国公民, 中国居民身份证号码为 310108198011204427, 于 2017 年 11 月 2 日签署了一份《授权委托书》(“原授权委托书”, 与本《关于授权委托书的补充》合称“授权委托书”), 根据原授权委托书, 授权和委托 JW China 及其再授权或委托的任何人和单位, 代表本人行使相关权利和办理相关事项。现本人就原授权委托书相关内容进行补充和修订如下:

I, LV Jing, a citizen of the People's Republic of China (“China” or the “PRC”) whose Identification Card No. is 310108198011204427, executed the Power of Attorney (the “Original POA”, together with this Supplement and Amendment to Power of Attorney, the “POA”) on November 2, 2017, according to which, I irrevocably authorized and entrusted JW China, and any person or entity re-authorized or entrusted thereby, to exercise the certain rights and handle the certain matters on my behalf relating to My Shareholding in Ju Ming. Now, I hereby make the following supplement and amendment to POA:

- 1 本《关于授权委托书的补充》中使用的术语, 如未另行定义, 应具有原授权委托书中定义的含义。

Capitalized Terms used in this Supplement and Amendment to Power of Attorney, if not otherwise defined, shall have the meaning defined in the Original POA.

- 2 原授权委托书下述内容:

“本人, 吕晶, 中国公民, 中国居民身份证号码为 310108198011204427, 在本授权委托书签署之日拥有上海炬明医疗技术有限公司 (“炬明”) 50% 的股权。就本人现时和将来在炬明持有的股权 (“本人股权”), 本人特此不可撤销地授权和委托上海药明巨诺生物科技有限公司 (“JW China”) 在本授权委托书的有效期限内代表本人行使如下权利和办理如下事项:

I, LV Jing, a citizen of the People's Republic of China (“China” or the “PRC”) whose Identification Card No. is 310108198011204427, and a holder of 50% of the registered capital of Shanghai Ju Ming Medical Technology Co., Ltd. (“Ju Ming”) as of the date of this Power of Attorney, hereby irrevocably authorize and entrust JW Therapeutics (Shanghai) Co., Ltd. (the “JW China”) to exercise the following rights and handle the following matters on my behalf relating to all equity interests held by me now and in the future in Ju Ming (“My Shareholding”), during the term of this Power of Attorney:

授权 JW China 作为本人唯一的、排他的代理人，就有关本人股权的权利和事宜，全权代表本人行使包括但不限于如下的权利和处理如下事项：1) 召集和参加炬明的股东会；2) 行使中国法律和炬明章程下规定的本人所享有的全部股东权和股东表决权；3) 处理本人股权（全部或任何一部分）的出售、转让、质押或处置，包括但不限于代表本人签署所有必要的股权转让文件、其他处置本人股权的文件和办理所有必要手续；4) 以本人的名义，代表本人以炬明的股东的身份签署任何决议和会议记录；5) 代表本人提名、选举、指定、任命和罢免炬明的法定代表人、董事、监事、总经理、财务总监以及其他高级管理人员；以及 6) 批准修改公司章程。未经 JW China 书面同意，本人无权增资、减资、转让、再次质押、或以其他任何方式处置、变更本人股权。

The JW China is hereby authorized, as my sole and exclusive agent and attorney, to act on behalf of myself with respect to all rights and matters concerning My Shareholding, including without limitation to: 1) convening and attending shareholders' meetings of Ju Ming; 2) exercising all of the shareholder's rights and shareholder's voting rights that I am entitled to under the laws of China and the articles of association of Ju Ming; 3) handling the sale, transfer, pledge or disposition of My Shareholding (in part or in whole), including without limitation executing all necessary equity transfer documents and other documents for disposal of My Shareholding and fulfilling all necessary procedures; 4) representing myself in executing any resolutions and minutes as a shareholder of Ju Ming on my behalf; 5) nominating, electing, designating, appointing or removing on behalf of myself the legal representative, directors, supervisors, general managers, chief executive officer and other senior management members of Ju Ming; and 6) approving the amendments to the company's articles of association. Without written consent by JW China, I have no right to increase, decrease, transfer, pledge, or by any other manner to dispose or change My Shareholding.”

变更为；

“本人，吕晶，中国公民，中国居民身份证号码为 310108198011204427，在本授权委托书签署之日拥有上海炬明医疗技术有限公司（“炬明”）50%的股权。就本人现时和将来在炬明持有的股权（“本人股权”），本人特此不可撤销地授权和委托上海药明巨诺生物科技有限公司或根据上海药明巨诺生物科技有限公司的指示授权上海药明巨诺生物科技有限公司指定的其直接或间接境外母公司的董事以及代行该等董事职责的清算人或其他继任人（合称“JW China”），在本授权委托书的有效期限内代表本人行使如下权利和办理如下事项：

I, LV Jing , a citizen of the People's Republic of China (“China” or the “PRC”) whose Identification Card No. is 310108198011204427, and a holder of 50% of

the registered capital of Shanghai Ju Ming Medical Technology Co., Ltd. (“Ju Ming”) as of the date of this Power of Attorney, hereby irrevocably authorize and entrust JW Therapeutics (Shanghai) Co., Ltd., or as instructed by JW Therapeutics (Shanghai) Co., Ltd., authorize and entrust the designated directors of JW Therapeutics (Shanghai) Co., Ltd.’ s direct or indirect offshore parent company and the liquidator or other successors acting on behalf of such directors (collectively, the “JW China”) to exercise the following rights and handle the following matters on my behalf relating to all equity interests held by me now and in the future in Ju Ming (“My Shareholding”), during the term of this Power of Attorney:

授权 JW China 作为本人唯一的、排他的代理人，就有关本人股权的权利和事宜，全权代表本人行使包括但不限于如下的权利和处理如下事项：1) 召集和参加炬明的股东会；2) 行使中国法律和炬明章程下规定的本人所享有的全部股东权和股东表决权；3) 处理本人股权（全部或任何一部分）的出售、转让、质押或处置，包括但不限于代表本人签署所有必要的股权转让文件、其他处置本人股权的文件和办理所有必要手续；4) 以本人的名义，代表本人以炬明的股东的身份签署任何决议和会议记录及向相关公司工商管理部门及其他政府部门送交存档文件；5) 代表本人提名、选举、指定、任命和罢免炬明的法定代表人、董事、监事、总经理、财务总监以及其他高级管理人员；6) 批准修改公司章程；以及 7) 依法行使任何处理炬明资产的股东权利，包括但不限于中国法律允许的管理其资产相关业务的权利、取其收入的权利及取得其资产的权利。未经 JW China 书面同意，本人无权增资、减资、转让、再次质押、或以其他任何方式处置、变更本人股权。

The JW China is hereby authorized, as my sole and exclusive agent and attorney, to act on behalf of myself with respect to all rights and matters concerning My Shareholding, including without limitation to: 1) convening and attending shareholders’ meetings of Ju Ming; 2) exercising all of the shareholder’s rights and shareholder’s voting rights that I am entitled to under the laws of China and the articles of association of Ju Ming; 3) handling the sale, transfer, pledge or disposition of My Shareholding (in part or in whole), including without limitation executing all necessary equity transfer documents and other documents for disposal of My Shareholding and fulfilling all necessary procedures; 4) representing myself in executing any resolutions and minutes as a shareholder of Ju Ming on my behalf, and filing archived documents to relevant administration of industry and commerce and other government departments; 5) nominating, electing, designating, appointing or removing on behalf of myself the legal representative, directors, supervisors, general managers, chief executive officer and other senior management members of Ju Ming; 6) approving the amendments to the company’s articles of association; and 7) exercising any shareholder rights over Ju Ming’s assets in accordance with relevant laws and regulations, including but not limited to the right to manage Ju Ming’s assets-related business, the right to use Ju Ming income and the right to obtain Ju Ming assets as permitted by

PRC laws. Without written consent by JW China, I have no right to increase, decrease, transfer, pledge, or by any other manner to dispose or change My Shareholding.”

- 3 在本人发生死亡、丧失行为能力、结婚、离婚或发生其他可能影响本人行使本人股权的情况下，本人的继承人（包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母）将被视为授权委托书的签署一方，继承/承担本人在授权委托书下的所有权利与义务。

In the event of my death, incapacity, marriage, divorce or other circumstances that may affect the My Shareholding, my heirs (including my spouse, children, parents, siblings, grandparents, grandparents in law) will be regarded as the signing party of the POA, inheriting/asserting all my rights and obligations under this POA.

- 4 本人特此承诺并保证，本人在授权委托书下的授权并不会引致本人与 JW China 实际或潜在的利益冲突。如本人和炬明与 JW China 或 JW China 之直接或间接境外母公司或 JW China 直接或间接的境外母公司控制的其他主体之间存在潜在利益冲突，本人将会优先保护且不会损害 JW China 或 JW China 之直接或间接境外母公司或 JW China 直接或间接的境外母公司控制的其他主体的利益。在本人身兼 JW China 或 JW China 之直接或间接境外母公司的董事、高级管理人员的情况下，本人将授权 JW China 或根据 JW China 的指示授权 JW China 直接或间接境外母公司除本人外的其他董事、高级管理人员行使授权委托书下的权利。本人将不对外签署任何与炬明或 JW China 及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人将不以作为或不作为的方式导致本人与 JW China 及其股东之间的利益冲突。如产生该等利益冲突（JW China 有权单方决定该等利益冲突是否产生），则本人将在 JW China 或其被指定人同意的前提下尽可能及时采取措施予以消除。

I hereby covenant and warrant that, my authorization and entrustment under the POA will not cause an actual or potential conflict of interest between me and JW China and/or its trustees. If there is a potential conflict of interest between me and Ju Ming, JW China or JW China's direct or indirect offshore parent company or other entities controlled thereby, I will give priority protection to and will not harm the interests of JW China or JW China's direct or indirect offshore parent company or other entities controlled thereby. In the case that I am also a director or senior management of JW China or JW China's direct or indirect offshore parent company, I will authorize JW China or, at the instructions of JW China, to authorize other directors and senior management of JW China's direct or indirect offshore parent company to exercise the rights under the POA. I will not sign any documents that have conflict of interests with legal documents such as agreements that are executed and under performance by JW China and JW China's designee(s), or make relevant commitments. I will not cause any conflict

of interests between me and JW China and JW China 's shareholder(s) by way of acts or inactions. If such conflict of interests arises (JW China has the right to decide whether such conflict of interest arises unilaterally), then I will take measures to eliminate such conflict of interests as soon as possible with the consent of JW China or JW China 's designee(s).

- 5 本人特此承诺，在炬明破产、清算或解散的情况下，本人在炬明破产、清算、解散或终止后获得的所有资产包括炬明股权将以无偿或以当时中国法律允许的最低价格转让予 JW China，或者由届时的清算人基于保护 JW China 直接或间接股东及/或债权人的利益对炬明的所有资产（包括股权）进行处置。

I hereby covenant that, in the event of Ju Ming's bankruptcy, liquidation or dissolution, all assets I received after Ju Ming's bankruptcy, liquidation or dissolution, including Ju Ming's equity interest, will be transferred to JW China freely or at the lowest price allowed by PRC law at the time, or will be disposed by the then liquidator in order to protect the interests of JW China's direct or indirect shareholders and/or creditors.

- 6 如果因解释和履行授权委托书发生任何争议，授权委托书所涉各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后三十（30）天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给上海国际经济贸易仲裁委员会（上海国际仲裁中心），由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。仲裁庭可就炬明的股权权益、资产或物业权益裁定赔偿或抵偿 JW China 因授权委托书其他方当事人的违约行为而对 JW China 造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令炬明破产清算。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致 JW China 所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括炬明注册成立地的法院、炬明或 JW China 主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对于炬明的股权权益或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济以支持仲裁的进行，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致 JW China 所受损失进一步扩大的行为。

In the event of any dispute with respect to the interpretation and performance of the POA, the parties in relation to the POA ("Parties", each a "Party") shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within thirty (30) days after any party requesting for resolving the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) for arbitration, in

accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties. The arbitral tribunal may rule to compensation JW China for losses caused to JW China due to breach of the POA by other parties by Ju Ming 's equity interests, assets or property rights, may make compulsory relief to JW China by ruling mandatory transfer of related business or asset, and may order Ju Ming go bankrupt and liquidation. After the arbitration award takes effect, either Party has the right to apply to the courts with jurisdiction to enforce the arbitration award. If necessary, the arbitration institution may adjudicate the breaching Party immediately to stop the breach or may rule that the breaching Party shall not engage in actions that may lead to further expansion of the losses suffered by JW China before making a final ruling on the disputes. Courts in Hong Kong, the Cayman Islands or other jurisdictions (including the court where Ju Ming is incorporated or the courts where Ju Ming or JW China's main assets are located shall be considered to have jurisdiction) also may grant or enforce the award of the arbitral tribunal, and may adjudicate or adopt interim relief over Ju Ming's equity interest or property rights, and may also make a ruling or judgment while waiting for the formation of an arbitral tribunal or other appropriate circumstances to grant temporary relief to the Party who initiated the arbitration to support the arbitration, such as ruling the breaching Party to stop the breach immediately or ruling that the breaching Party shall not conduct the behavior that may lead to further expansion of the losses suffered by JW China.

- 7 本《关于授权委托书的补充》是对原授权委托书的补充，本《关于授权委托书的补充》生效后，即成为原授权委托书不可分割的组成部分，与原授权委托书具有同等法律效力。

This Supplement and Amendment to Power of Attorney is a supplement to the Original POA. After taking effect, this Supplement and Amendment to Power of Attorney shall become an integral part of the Original POA and have the same legal effect as the Original POA.

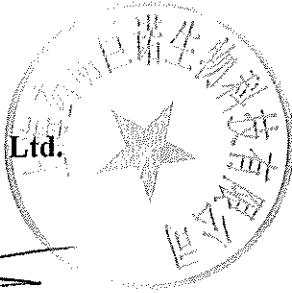
*本页其余部分刻意留为空白
The Remainder of this page is intentionally left blank*

签署/By

姓名/Name: 吕晶/LV Jing

接受/Accepted by

上海药明巨诺生物科技有限公司
JW Therapeutics (Shanghai) Co., Ltd.



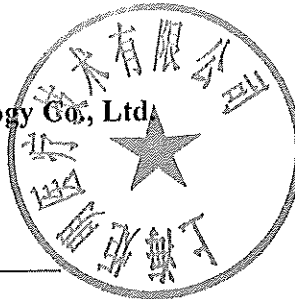
签署/By

姓名/Name: YIPING JAMES LI

职位/Title: 法定代表人/Legal Representative

承认/Acknowledged by:

上海炬明医疗技术有限公司
Shanghai Ju Ming Medical Technology Co., Ltd.



签署/By

姓名/Name: LV Jing

职位/Title: 法定代表人/Legal Representative



Name: Yiping James Li

Position: Director

Date: 19 OCT 2020

独家购买权协议补充协议
Supplemental Agreement to Exclusive Option Agreement

本独家购买权协议补充协议（“本补充协议”）由以下各方于 2020 年 7 月 29 日在中华人民共和国（“中国”）上海市签订：

This Supplemental Agreement to Exclusive Option Agreement (the “**Supplemental Agreement**”) is executed by and among the following Parties as of July 29, 2020, in Shanghai, the People’s Republic of China (“**China**” or the “**PRC**”):

甲方： 上海药明巨诺生物科技有限公司
地址： 中国（上海）自由贸易试验区美盛路 227 号 41#楼二层 C 部位
Party A: JW Therapeutics (Shanghai) Co., Ltd.
Address: Part C, 2nd Floor, Building 41, No. 227, Meisheng Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

乙方： 吕晶（中国公民，中国居民身份证号码：310108198011204427）
Party B: LV Jing (a Chinese citizen with PRC ID Card No.: 310108198011204427)

丙方： 上海炬明医疗技术有限公司
地址： 中国（上海）自由贸易试验区中科路 702 号 4 幢 2 楼 H 区
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.
Address: Area H, 2nd Floor, Building 4, No. 702 Zhongke Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

甲方、乙方和丙方以下各称“一方”，合称“各方”。

Each of Party A, Party B and Party C shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 各方于 2017 年 11 月 2 日签署《独家购买权协议》（“原协议”），根据该协议，乙方授予甲方一项专有的股权购买权。

Parties entered into the Exclusive Option Agreement (the “**Original Agreement**”) on November 2, 2017, according to which, Party B granted Party A an exclusive Equity Interest Purchase Option.

(B) 各方拟对原协议中的未尽事宜进行补充约定。

Parties proposes to make supplementary agreement on some unmentioned matters in the Original Agreement.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 关于原协议的修订和补充

Amendments and supplements to the Original Agreement

1.1. 原协议第 1 条变更为:

Clause 1 of the Original Agreement shall be amended as:

1. 股权及资产买卖

Sale and Purchase of Equity Interest and Assets

1.1 授予权利

Option Granted

乙方在此不可撤销地、无条件地授予甲方一项专有权(“**股权购买权**”), 允许甲方在中国法律允许的前提下, 按照甲方自行决定的行使步骤, 并按照本协议第 1.3 条所述的价格, 随时一次或多次从乙方购买或指定一人或多人(“**被指定人**”)从乙方购买其届时所持有的丙方的全部或部分股权。除甲方和被指定人外, 任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。丙方在此不可撤销地、无条件地授予甲方的一项专有权(“**资产购买权**”, 与股权购买权合称“**购买权**”), 在中国法律允许的前提下, 在本协议的有效期内, 按照甲方自行决定的行使步骤, 并按照本协议第 1.3 条所述的价格, 随时一次或多次从丙方购买或指定被指定人购买其全部或部分资产。除甲方和被指定人外, 任何其他人均不得享有资产购买权或其他与丙方资产有关的权利。乙方特此同意丙方向甲方授予资产购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party B hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a “**Designee**”) to purchase the equity interests in Party C then held by Party B once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “**Equity Interest Purchase Option**”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. Party B hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate Designee(s) to purchase assets of Party C once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “**Asset Purchase Option**”,

together with the Equity Interest Purchase Option, the “**Purchase Option**”). Except for Party A and the Designee(s), no other person shall be entitled to the Asset Purchase Option or other rights with respect to the Assets of Party C. Party B hereby agrees to the grant by Party C of the Asset Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

1.2 行使步骤

Steps for Exercise of the Equity Interest Purchase Option

甲方行使其购买权以符合中国法律和法规的规定为前提。甲方行使购买权时，应向乙方和/或丙方发出书面通知（“**股权购买通知**”或“**资产购买通知**”），股权购买通知和/或资产购买通知应载明以下事项：(a)甲方关于行使购买权的决定，及被指定人的名称（若有）；(b)甲方或被指定人拟从乙方购买的股权份额（“**被购买股权**”）和/或甲方和/或被指定人拟从丙方购买的资产（“**被购买资产**”）；和(c)被购买股权和/或被购买资产的购买日/转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Purchase Option by issuing a written notice to Party B and/or Party C (the “**Equity Interest Purchase Option Notice**” or the “**Asset Purchase Option Notice**”), specifying:(a) Party A’s decision to exercise the Purchase Option, and the name of the Designee(s) if any; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the “**Optioned Interests**”) and/or the assets to be purchased by Party A or the Designee from Party C (the “**Assets**”); and (c) the date for purchasing the Optioned Interests and/or Assets or the date for the transfer of the Optioned Interests and/or Assets.

1.3 股权买价及资产买价

Equity Interest Purchase Price and Asset Purchase Price

甲方行使股权购买权购买乙方持有的全部被购买股权的总价应相当于乙方就该被购买股权所缴付的实际注册资本出资额（或者该价格可以以甲方（或被指定人）与乙方另行签订的股权转让合同中所列的为准，前提是该价格不违反中国法律法规的规定且被甲方认可）；甲方行使股权购买权购买乙方在丙方持有的部分被购买股权时，股权买价按照比例计算。如果在甲方行使股权购买权时，中国法律对被购买股权的转让价格有任何强制性规定，导致法律允许的最低价格高于前述价格，则转让价格应以中国法律所允许的该最低价格为准（统称“**股权买价**”）。

The total price for the purchase by Party A of all Optioned Interests held by Party B upon exercise of the Equity Interest Purchase Option by Party A shall equal to the amount of registered capital contributed by Party B in Party C for such Optioned Interests (or such price may be as set forth in the equity transfer agreement to be executed between Party A (or the Designee)

and Party B separately, provided that such price does not violate PRC laws and regulations and is acceptable to Party A); if Party A exercises the Equity Interest Purchase Option to purchase part of the Optioned Interests held by Party B in Party C, then the purchase price shall be calculated on a pro rata basis. If at the time when Party A exercises the Equity Interest Purchase Option, the PRC laws impose mandatory requirements on the purchase price of such Optioned Interests, such that the minimum price permitted under PRC law is higher than the aforementioned price, then the purchase price shall be such minimum price permitted by PRC law (collectively, the "Equity Interest Purchase Price").

当甲方根据本协议决定行使资产购买权时，购买的资产购买价（“资产买价”）应为无偿或象征性价格，但若相关政府部门或中国法律要求资产买价为其他价格，则资产买价应为符合该要求的最低价格。

When Party A decides to exercise the Asset Purchase Option in accordance with this Agreement, the purchase price of the proposing purchased assets (the "Asset Purchase Price") shall be free or nominal price, but if the relevant government authorities or PRC law requires the Asset Purchase Price to be other prices, then the Asset Purchase Price shall be the minimum price that meets such requirement.

1.4 转让被购买股权和/或被购买资产
Transfer of Optioned Interests and/or Assets

甲方每次行使购买权时：
For each exercise of the Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方/或丙方向甲方和/或被指定人转让被购买股权和/或被购买资产的决议；

Party B shall cause Party C to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving Party B's and/or Party C's transfer of the Optioned Interests and/or Assets to Party A and/or the Designee(s);

1.4.2 乙方和/或丙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知和/或资产购买通知的规定，为每次转让签订股权转让合同和/或资产转让合同及其他相关法律文件；

Party B and/or Party C shall execute an equity interest transfer contract and/or asset transfer contract or other documents with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice and/or Asset Option Notice regarding the Optioned Interests;

1.4.3 乙方应在收到股权购买通知和/或资产购买通知后三十（30）日内，与有关方签署所有必要的合同、协议或文件，取得全部所需的政府批准和同意，并完成所有必要登记、备案手续，在不附带任何担保权益的情况下，将被购买股权和/或被购买资产的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权和/或被购买资产的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益；本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于本协议签署之日签订的股权质押协议及其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及其的任何修改、修订或重述。

Party B shall, within thirty (30) days after receipt of the Equity Interest Purchase Option Notice and/or Asset Option Notice, execute all necessary contracts, agreements or documents with relevant parties, obtain all necessary government approvals and permits, and complete all necessary registrations and filings, so as to transfer valid ownership of the Optioned Interests and/or Asset Optioned Assets to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests and/or Asset Optioned Assets. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement and Party B’s Power of Attorney; “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modification, amendment and restatement thereto.; “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modification, amendment and restatement thereto.

1.5 付款 Payment

鉴于在借款协议中已约定乙方转让其在丙方的股权所取得的任何收益，均应用于乙方根据借款协议向甲方偿还贷款（及任何利息），因此，当甲方行使股权购买权时，甲方可以直接通过抵消乙方所欠甲方所有债务（包括但不限于乙方所欠甲方的借款和利息）（该债务称“抵消债务”）的方式来支付股权买价；除非中国法律要求对本协议约定

的股权买价进行调整，则甲方无需再向乙方支付额外价款。如果中国法律对本协议约定的股权买价有任何强制性规定，导致法律允许的最低股权买价高于已与抵消债务相抵消的价格，乙方承诺以中国法律允许的方式将其获得的所有高出抵消债务部分的金额及时赠予甲方或甲方指定的任何人。

The Parties have agreed in the Loan Agreement that any proceeds obtained by Party B through the transfer of its equity interests in Party C shall be used for repayment of the loan provided by Party A (and any interest thereon) in accordance with the Loan Agreement. Accordingly, upon exercise of the Equity Interest Purchase Option, Party A may make the payment of the Equity Interest Purchase Price by way of offset of the outstanding debts owed by Party B to Party A (including without limitation the outstanding amount of the loan owed by Party B to Party A and any interest thereon) (such debts, the "Offset Debts"), in which case Party A shall not be required to pay any additional purchase price to Party B, unless the Equity Interest Purchase Price set forth herein is required to be adjusted in accordance with the PRC laws. If the PRC laws impose mandatory requirements on the Equity Interest Purchase Price agreed under this Agreement, such that the minimum Equity Interest Purchase Price permitted under PRC laws exceeds the price already offset with the Offset Debts, the Party B undertakes to promptly donate all of the amount exceeding the Offset Debts received by it to Party A or any other person designated by Party A in the manner permitted by the applicable PRC laws.

丙方在此不可撤销地承诺在符合当时中国法律的规定和要求的前提下，甲方以任何价格支付给丙方的资产买价均应由丙方在扣除相关税费（如有）后，在七（7）日内返还甲方或甲方指定的其他方；如届时中国法律不允许该等返还，则丙方承诺将以托管的形式为甲方托管该等款项，并配合甲方签署托管协议或其他相关法律文件。在依据中国法律对资产买价进行必要的税务代扣代缴以后，资产买价由甲方在被购买资产正式转让至甲方名下之日起七（7）日内支付至丙方指定的账户。

Party C hereby irrevocably undertakes that the Asset Purchase Price paid by Party A to Party C shall be returned to Party A or Party A's Designee(s) within seven (7) days after deduction of relevant taxes and fees (if any); Where PRC law does not allow such return, Party C undertakes to escrow such price paid for Party A and cooperate with Party A to signed a custody agreement or other relevant legal documents. After the necessary tax withholding and payment of the Asset Purchase Price in accordance with PRC law, the purchase Asset Purchase Price shall be paid by Party A to the account designated by Party C within seven (7) days from the date when the purchased assets are officially transferred to Party A.

1.2 增加下述内容至原协议第 2.1 条：

Adding the following content to Clause 2.1 of the Original Agreement:

2.1.18 乙方和丙方应促使丙方的子公司和后续设立、收购或实际控制的子公司在适用的情况下根据本协议约定行使权利、遵守丙方在原协议项下的承诺和履行与丙方同等义务，如同该等子公司为相应条款项下的丙方一样。

2.1.18 Party B and Party C shall procure its subsidiary and any subsidiary subsequently established, acquired or actual controlled by Party C to exercise their rights and perform the same obligations as Party C and comply with the covenants made by Party C in accordance with this Agreement, as such subsidiaries are Party C under corresponding clauses.

1.3 原协议第 2.2.5 条变更为：

Clause 2.2.5 of the Original Agreement shall be amended as:

确保丙方股东会或董事（或执行董事）表决赞成本协议规定的被购买股权的转让和/或被购买资产的转让，并应甲方之要求采取其他任何行动。

Party B shall ensure the shareholders' meeting or the directors (or the executive director) of Party C to vote in favor of the transfer of the Optioned Interests and/or the transfer of the Optioned Assets as set forth in this Agreement and to take any and all other actions that may be requested by Party A.

1.4 增加下述内容为原协议第 2.2.11 条：

Adding the following content as Clause 2.2.11 of the Original Agreement:

2.2.11 乙方不得对外签署任何与丙方或甲方及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突（甲方有权单方决定该等利益冲突是否产生），则乙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B shall not sign any documents that have conflict of interests with legal documents such as agreements that are executed and under performance by Party C or Party A and Party A's designee(s), or make relevant commitments; Party B shall not cause any conflict of interests between Party B and Party A or Party A's shareholder(s) by way of acts or inactions. If such conflict of interests arises (Party A has the right to decide whether such conflict of interest arises unilaterally), then Party B shall take measures to eliminate such conflict of interests as soon as possible with the consent of Party A or Party A's designee(s).

1.5 原协议第 3.1 条变更为：

Clause 3.1 of the Original Agreement shall be amended as:

其具有全部的权力、能力和授权以签订和交付本协议以及根据本协议为每一次转让被购买股权和/或被购买资产而由其作为一方签订的任何股权转让合同和/或被购买资产的任何转让合同（各称为“转让合同”），并履行其在本协议和任何转让合同项下的义务。乙方和丙方同意在甲方行使购买权时，他们将签署与本协议条款实质一致的转让合同。本协议以及由其作为签署方的各转让合同，一旦签署即构成或将对其构成合法、有效及具有约束力的义务，并可按照其条款对其强制执行；

They have the power, capacity and authority to execute and deliver this Agreement and any equity interest transfer contracts and/or asset transfer contracts to which they are parties concerning each transfer of the Optioned Interests and/or Optioned Assets as described thereunder (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts substantially consistent with the terms of this Agreement upon Party A’s exercise of the Purchase Option. This Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

1.6 增加下述内容至原协议第 3 条：

Adding the following content to Clause 3 of the Original Agreement:

3.9 如果丙方应中国法律要求解散或清算，丙方应在中国法律许可的范围内，按中国法律允许的最低价格将其所有的资产出售予甲方或甲方指定的其他适格主体。丙方在届时有效的中国法律适用范围内豁免甲方或其指定之适格主体因此而产生的任何支付义务，但因此产生的相关税费（如有）由甲方或其指定之适格主体承担；任何该交易产生之收益应在届时有效的中国法律适用的范围内，作为甲方与丙方于 2017 年 11 月 2 日签署的《独家业务合作协议》下之服务费之一部分而支付予甲方或甲方指定的适格主体。

3.9 If Party C dissolves or liquidates as required by PRC law, Party C shall sell all of its assets to Party A or other competent entities designated by Party A at the lowest price permitted by PRC law to the extent permitted by PRC law. Party A’s or the competent entities designated by Party A’s obligation to pay under such selling shall be waived by Party C to the extent permitted by PRC law at that time, provided that the related taxes (if any) incurred shall be borne by Party A or its such designee(s). Any proceeds from the transaction shall be paid back to Party A or its such designee(s) as part of the service fee under the Exclusive Business Cooperation Agreement dated November 2, 2017 entered into between Party A and Party C, within the scope of the applicable PRC law at that time.

3.10 在乙方发生死亡、丧失行为能力、结婚、离婚或发生其他可能影响其行使其持有丙方股权的情况下，乙方的继承人（包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母）将被视为本协议的签署一方，继承及承担乙方在本协议下的所有权利与义务，并根据届时适用的法律及本协议转让相关股权予甲方或被指定人。

3.10 In the event of death, incapacity, marriage, divorce or other circumstances that may affect Party B's equity holding in Party C, Party B's heirs (including spouse, children, parents, siblings, grandparents, grandparents in law) will be regarded as the signing party of this Agreement, inheriting/asserting all of Party B's rights and obligations under this Agreement, and transfer relevant equity interest to Party A or Party A's designee(s).

1.7 原协议第 4 条变更为：

Clause 4 of the Original Agreement shall be amended as:

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权和/或丙方的全部资产均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain effective until all equity interests held by Party B in Party C and/or all assets of Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement

1.8 原协议第 5.2 条变更为：

Clause 5.2 of the Original Agreement shall be amended as:

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在任何一方要求通过协商解决争议后三十（30）天之内未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会（上海国际仲裁中心），由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的，对各方均有约束力。仲裁庭可就丙方的股权权益、资产或物业权益裁定赔偿或抵偿甲方因本协议其他方当事人的违约行为而对甲方造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令丙方破产清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括丙方注册成立地的法院、或丙方或甲方主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对于丙方的股权权益或物业权益有权裁定或执行临时救济以支持仲裁的进行，亦有权在等待组成仲裁庭期间

或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大行为。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within thirty (30) days after any party requesting for resolving the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties. The arbitral tribunal may rule to compensation Party A for losses caused to Party A due to breach of contract by other parties by Party B's equity interests, assets or property rights, may make compulsory relief to Party A by ruling mandatory transfer of related business or asset, and may order Party C go bankrupt and liquidation. After the arbitration award takes effect, either Party has the right to apply to the courts with jurisdiction to enforce the arbitration award. If necessary, the arbitration institution may adjudicate the breaching Party immediately to stop the breach or may rule that the breaching Party shall not engage in actions that may lead to further expansion of the losses suffered by Party A before making a final ruling on the disputes. Courts in Hong Kong, the Cayman Islands or other jurisdictions (including the court where Party C is incorporated or the courts where Party C or Party A's main assets are located shall be considered to have jurisdiction) also may grant or enforce the award of the arbitral tribunal, and may adjudicate or adopt interim relief over Party C's equity interest or property rights, and may also make a ruling or judgment while waiting for the formation of an arbitral tribunal or other appropriate circumstances to grant temporary relief to the Party who initiated the arbitration to support the arbitration, such as ruling the breaching Party to stop the breach immediately or ruling that the breaching Party shall not conduct the behavior that may lead to further expansion of the losses suffered by Party A.

2. 关于本补充协议

Matters in relation to this Supplemental Agreement

2.1. 本补充协议中使用的术语，如未另行定义，应具有原协议中定义的含义。

Capitalized Terms used in this Supplemental Agreement, if not otherwise defined, shall have the meaning defined in the Original Agreement.

- 2.2. 本补充协议是对原协议的补充，本补充协议生效后，即成为原协议不可分割的组成部分，与原协议具有同等法律效力。本补充协议未约定的事项，依照原协议的约定执行。

This Supplemental Agreement is a supplement to the Original agreement. After taking effect, this Supplemental Agreement shall become an integral part of the Original Agreement and have the same legal effect as the Original Agreement. Matters not stipulated in this Supplemental Agreement shall comply with the Original Agreement.

- 2.3. 除本补充协议中明确所作的修改或补充外，原协议的其余部分应完全继续有效。

Except for the amendments or supplemental agreements made explicitly in this Supplemental Agreement, the rest of the Original Agreement shall remain fully valid.

- 2.4. 本补充协议一式叁份，各执一份，每份具有同等法律效力，自各方签署之日起生效。

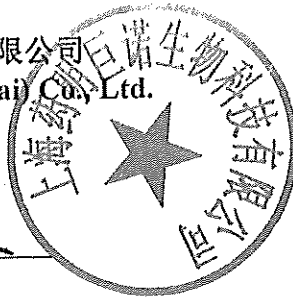
This Supplemental Agreement is made in three copies with the same legal effect, each Party having one copy, and shall become effective upon execution by the Parties.

本页其余部分刻意留为空白
The Remainder of this page is intentionally left blank

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本独家购买权协议补充协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Supplemental Agreement to Exclusive Option Agreement as of the date first above written.

甲方： 上海药明巨诺生物科技有限公司
Party A: JW Therapeutics (Shanghai) Co., Ltd.

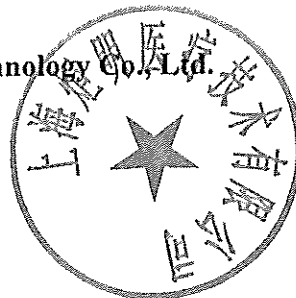


签署/By _____
姓名/Name: YIPING JAMES LI
职位/Title: 法定代表人/Legal Representative

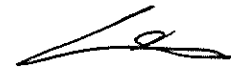
乙方： 吕晶
Party B: LV Jing

签字 By _____

丙方： 上海炬明医疗技术有限公司
Party C: Shanghai Ju Ming Medical Technology Co., Ltd.



签署/By _____
姓名/Name: LV Jing
职位/Title: 法定代表人/Legal Representative



Name: Yiping James Li

Position: Director

Date: 19 OCT 2020

借款协议补充协议
Supplemental Agreement to Loan Agreement

本借款协议补充协议（“本补充协议”）由以下双方于2020年7月29日在中国上海市签署：

This Supplemental Agreement to Loan Agreement (the “Supplemental Agreement”) is made and entered into by and between the Parties below as of July 29, 2020 in Shanghai, the People’s Republic of China (“China” or the “PRC”):

上海药明巨诺生物科技有限公司（“贷款人”），一家依照中国法律设立和存在的企业，注册地址为中国（上海）自由贸易试验区美盛路 227 号 41#楼二层 C 部位；

JW Therapeutics (Shanghai) Co., Ltd. (the “Lender”), a foreign-invested enterprise, organized and existing under the laws of the PRC, with its registered address at Part C, 2nd Floor, Building 41, No. 227, Meisheng Road, China (Shanghai) Pilot Free Trade Zone, Shanghai;

吕晶（“借款人”），一位中国公民，中国居民身份证号码：310108198011204427 。
LV Jing (the “Borrower”), a citizen of China with PRC ID Card No.: 310108198011204427 .

贷款人和借款人以下各称为“一方”，统称为“双方”。

Each of the Lender and the Borrower shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 双方于 2017 年 11 月 2 日签署《借款协议》（“原协议”），根据该协议，贷款人同意向借款人提供人民币总共人民币 50 万元的贷款，用于原协议规定的用途；

Parties entered into the Loan Agreement (the “Original Agreement”) on November 2, 2017, according to which, the Lender agreed to provide the Borrower with a loan in the aggregate amount of RMB 500,000 to be used for the purposes set forth in the Original Agreement;

(B) 双方拟对原协议中的未尽事宜进行补充约定。

Parties proposes to make supplementary agreement on some unmentioned matters in the Original Agreement.

经友好协商，双方达成本协议如下，以资信守：
After friendly consultation, the Parties agree as follows:

1. 关于原协议的修订和补充

Amendments and supplements to the Original Agreement

1.1 原协议第7.2条变更为:

Clause 7.2 of the Original Agreement shall be amended as:

因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果在任何一方要求通过协商解决争议后三十（30）天之内未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会（上海国际仲裁中心），由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的，对双方均有约束力。仲裁庭可以就借款人公司的股权权益、资产或物业权益裁定赔偿或抵偿甲方因本协议其他方当事人的违约行为而对甲方造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令借款人公司破产清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括借款人公司注册成立地的法院、或甲方主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对于借款人公司的股权权益或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济以支持仲裁的进行，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within thirty (30) days after any party requesting for resolving the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties. The arbitral tribunal may rule to compensation Party A for losses caused to Party A due to breach of contract by other parties by Borrower Company's equity interests, assets or property rights, may make compulsory relief to Party A by ruling mandatory transfer of related business or asset, and may order Borrower Company go bankrupt and liquidation. After the arbitration award takes effect, either party has the right to apply to the courts with jurisdiction to enforce the arbitration award. If necessary, the arbitration institution may adjudicate the breaching party immediately to stop the breach or may rule that the breaching party shall not engage in actions that may lead to further expansion of the losses suffered by Party A before making a final ruling on the disputes. Courts in Hong Kong, the Cayman Islands or other jurisdictions (including the court where Borrower Company is incorporated or the courts where Party A's main assets are located

shall be considered to have jurisdiction) also may grant or enforce the award of the arbitral tribunal, and may adjudicate or adopt interim relief over Borrower Company 's equity interest or property rights, and may also make a ruling or judgment while waiting for the formation of an arbitral tribunal or other appropriate circumstances to grant temporary relief to the party who initiated the arbitration to support the arbitration, such as ruling the breaching party to stop the breach immediately or ruling that the breaching party shall not conduct the behavior that may lead to further expansion of the losses suffered by Party A.

1.2 增加下述内容至原协议第 3.2条:

Adding the following content to Clause 3.2 of the Original Agreement:

3.2.14 乙方不得对外签署任何与借款人公司或甲方及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺;乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

3.2.14 Party B shall not sign any documents that have conflict of interests with legal documents such as agreements that are executed and under performance by Borrower Company or Party A and Party A's designee(s), or make relevant commitments; Party B shall not cause any conflict of interests between Party B and Party A and Party A's shareholder(s) by way of acts or inactions. If such conflict of interests arises (Party A has the right to decide whether such conflict of interest arises unilaterally), then Party B shall take measures to eliminate such conflict of interests as soon as possible with the consent of Party A or Party A's designee(s).

3.2.15 在乙方发生死亡、丧失行为能力、结婚、离婚或发生其他可能影响其行使其持有借款人公司股权的情况下,乙方的继承人(包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母)将被视为本协议的签署一方,继承及承担乙方在本协议下的所有权利与义务。

3.2.15 In the event of death, incapacity, marriage, divorce or other circumstances that may affect Party B's equity holding in Borrower Company, Party B's heirs (including spouse, children, parents, siblings, grandparents, grandparents in law) will be regarded as the signing party of this Agreement, inheriting/asserting all of Party B's rights and obligations under this Agreement.

2. 关于本补充协议

Matters in relation to this Supplemental Agreement

2.1. 本补充协议中使用的术语,如未另行定义,应具有原协议中定义的含义。

Capitalized Terms used in this Supplemental Agreement, if not otherwise defined, shall have the meaning defined in the Original Agreement.

- 2.2. 本补充协议是对原协议的补充，本补充协议生效后，即成为原协议不可分割的组成部分，与原协议具有同等法律效力。本补充协议未约定的事项，依照原协议的约定执行。

This Supplemental Agreement is a supplement to the Original agreement. After taking effect, this Supplemental Agreement shall become an integral part of the Original Agreement and have the same legal effect as the Original Agreement. Matters not stipulated in this Supplemental Agreement shall comply with the Original Agreement.

- 2.3. 除本补充协议中明确所作的修改或补充外，原协议的其余部分应完全继续有效。

Except for the amendments or supplemental agreements made explicitly in this Supplemental Agreement, the rest of the Original Agreement shall remain fully valid.

- 2.4. 本补充协议一式贰份，各执一份，每份具有同等法律效力，自各方签署之日起生效。

This Supplemental Agreement is made in two copies with the same legal effect, each Party having one copy, and shall become effective upon execution by the Parties.

有鉴于此，双方已使得经其授权的代表于文首所述日期签署了本借款协议补充协议并即生效，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Supplemental Agreement to Loan Agreement as of the date first above written.

贷款人： 上海药明巨诺生物科技有限公司

Lender: JW Therapeutics (Shanghai) Co., Ltd.



签署/By _____

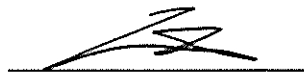
姓名/Name: YIPING JAMES LI

职位/Title: 法定代表人/Legal Representative

借款人： 吕晶

Borrower: LV Jing

签署/By _____



Name: Yiping James Li
Position: Director
Date: 19 OCT 2020

股权质押协议补充协议
Supplemental Agreement to Equity Interest Pledge Agreement

本股权质押补充协议（“本补充协议”）由以下各方于2020年7月29日在中华人民共和国（“中国”）上海市签订：

This Supplemental Agreement to Equity Interest Pledge Agreement (the “**Supplemental Agreement**”) is executed by and among the following Parties as of July 29, 2020, in Shanghai, the People’s Republic of China (“**China**” or the “**PRC**”):

甲方：上海药明巨诺生物科技有限公司（“质权人”），一家依照中国法律设立和存在的外商投资企业，注册地址为中国（上海）自由贸易试验区美盛路227号41#楼二层C部位；

Party A: JW Therapeutics (Shanghai) Co., Ltd. (the “**Pledgee**”), a foreign-invested enterprise, organized and existing under the laws of the PRC, with its registered address at Part C, 2nd Floor, Building 41, No. 227, Meisheng Road, China (Shanghai) Pilot Free Trade Zone, Shanghai;

乙方：吕晶（“出质人”）（中国公民，中国居民身份证号码：310108198011204427）

Party B: LV Jing (the “**Pledgor**”) (a Chinese citizen with PRC ID Card No.: 310108198011204427)

丙方：上海炬明医疗技术有限公司，一家依照中国法律设立和存在的有限责任公司，注册地址为中国（上海）自由贸易试验区中科路702号4幢2楼H。

Party C: Shanghai Ju Ming Medical Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its registered address at Area H, 2nd Floor, Building 4, No. 702 Zhongke Road, China (Shanghai) Pilot Free Trade Zone, Shanghai.

质权人、出质人和丙方以下各称“一方”，合称“各方”。

Each of the Pledgee, the Pledgor and Party C shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于/Whereas:

(A) 各方于2017年11月2日签署《股权质押协议》（“原协议”），根据该协议，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权协议、借款协议和授权委托书项下的义务做出质押担保；

Parties entered into the Equity Interest Pledge Agreement (the “**Original Agreement**”) on November 2, 2017, according to which, the Pledgor pledged to the Pledgee all of the equity interest that the Pledgor held in Party C as security for Party C’s and the Pledgor’s obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the Loan Agreement

and the Power of Attorney;

(B) 各方拟对原协议中的未尽事宜进行补充约定;

Parties proposes to make supplementary agreement on some unmentioned matters in the Original Agreement.

据此, 各方经协商一致, 达成如下协议。

Now, therefore, through mutual discussion, the Parties have reached the following agreements.

1. 关于原协议的修订和补充

Amendments and supplements to the Original Agreement

1.1 原协议第 14.2 条变更为:

Clause 14.2 of the Original Agreement shall be amended as:

因解释和履行本协议而发生的任何争议, 本协议各方应首先通过友好协商的方式加以解决。如果在任何一方要求通过协商解决争议后三十(30)天之内未能就该等争议的解决达成一致, 则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会(上海国际仲裁中心), 由该会按照其届时有效的仲裁规则仲裁解决。仲裁的开庭地点为上海。仲裁裁决是终局性的, 对各方均有约束力。仲裁庭可以就丙方的股权权益、资产或物业权益裁定赔偿或抵偿甲方因本协议其他方当事人的违约行为而对甲方造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令丙方破产清算。仲裁裁决生效后, 任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下, 仲裁机构在对各当事方的争议作出最终裁决前, 有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权(包括丙方注册成立地的法院、或丙方或甲方主要资产所在地的法院应被视为具有管辖权)的法庭同样有权授予或执行仲裁庭的裁决并对于丙方的股权权益或物业权益有权裁定或执行临时救济, 亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济以支持仲裁的进行, 例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。

In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within thirty (30) days after any party requesting for resolving the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shanghai. The arbitration award shall be final and binding on both Parties. The arbitral tribunal may rule to compensation Party

A for losses caused to Party A due to breach of contract by other parties by Party B's equity interests, assets or property rights, may make compulsory relief to Party A by ruling mandatory transfer of related business or asset, and may order Party C go bankrupt and liquidation. After the arbitration award takes effect, either party has the right to apply to the courts with jurisdiction to enforce the arbitration award. If necessary, the arbitration institution may adjudicate the breaching party immediately to stop the breach or may rule that the breaching party shall not engage in actions that may lead to further expansion of the losses suffered by Party A before making a final ruling on the disputes. Courts in Hong Kong, the Cayman Islands or other jurisdictions (including the court where Party C is incorporated or the courts where Party C or Party A's main assets are located shall be considered to have jurisdiction) also may grant or enforce the award of the arbitral tribunal, and may adjudicate or adopt interim relief over Party C's equity interest or property rights, and may also make a ruling or judgment while waiting for the formation of an arbitral tribunal or other appropriate circumstances to grant temporary relief to the party who initiated the arbitration to support the arbitration, such as ruling the breaching party to stop the breach immediately or ruling that the breaching party shall not conduct the behavior that may lead to further expansion of the losses suffered by Party A.

1.2 增加下述内容为原协议第 6.5 条:

Adding the following content as Clause 6.5 of the Original Agreement:

在乙方发生死亡、丧失行为能力、结婚、离婚或其他可能影响其行使其持有丙方股权权利的情况下，其继任人、继受人将被视为本协议的签署一方，继承、承担乙方在本协议下的所有权利与义务。本协议对各方的合法继受人均具有约束力。

In the event of death, incapacity, marriage, divorce or other circumstances that may affect Party B's equity holding in Party C, Party B's successors will be regarded as the signing party of this Agreement, inheriting/asserting all Party B's rights and obligations under this Agreement. This Agreement shall be valid with respect to the Parties and each of their legal successors.

2. 关于本补充协议

Matters in relation to this Supplemental Agreement

2.1. 本补充协议中使用的术语，如未另行定义，应具有原协议中定义的含义。

Capitalized Terms used in this Supplemental Agreement, if not otherwise defined, shall have the meaning defined in the Original Agreement.

2.2. 本补充协议是对原协议的补充，本补充协议生效后，即成为原协议不可分割的组成部分，与原协议具有同等法律效力。本补充协议未约定的事项，依照原协议的约定执行。

This Supplemental Agreement is a supplement to the Original agreement. After

taking effect, this Supplemental Agreement shall become an integral part of the Original Agreement and have the same legal effect as the Original Agreement. Matters not stipulated in this Supplemental Agreement shall comply with the Original Agreement.

- 2.3. 除本补充协议中明确所作的修改或补充外，原协议的其余部分应完全继续有效。

Except for the amendments or supplemental agreements made explicitly in this Supplemental Agreement, the rest of the Original Agreement shall remain fully valid.

- 2.4. 本补充协议一式肆份，各方各执一份，另一份用于登记（如需），每份具有同等法律效力，自各方签署之日起生效。

This Supplemental Agreement is made in four copies with the same legal effect. Each Party shall hold one copy respectively and the other copy shall be used for registration (if needed). This Supplemental Agreement shall become effective upon execution by the Parties.

*本页其余部分刻意留为空白
The Remainder of this page is intentionally left blank*

有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本股权质押协议补充协议并即生效, 以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Supplemental Agreement to Equity Interest Pledge Agreement as of the date first above written.

质权人: 上海药明巨诺生物科技有限公司

Pledgee: JW Therapeutics (Shanghai) Co., Ltd.

签署/By _____

姓名/Name: YIPING JAMES LI

职位/Title: 法定代表人/Legal Representative



出质人: 吕晶

Pledgor: LV Jing

签署/By _____

丙方: 上海炬明医疗技术有限公司

Party C: Shanghai Ju Ming Medical Technology Co., Ltd.

签署/By _____

姓名/Name: LV Jing

职位/Title: 法定代表人/Legal Representative

