TIANJIN PHARMACEUTICAL DA REN TANG GROUP CORPORATION LIMITED
(Formerly known as Tianjin Zhong Xin Pharmaceutical Group Corporation Limited)
(Incorporated in the People's Republic of China)
(Company Registration No.: 91120000103100784F)

THE PROPOSED ENTRY INTO AN ANNUAL DISTRIBUTION AGREEMENT AS AN INTERESTED PERSON TRANSACTION

The board of directors (the "Board") and every individual director of Tianjin Pharmaceutical Da Ren Tang Group Corporation Limited (formerly known as Tianjin Zhong Xin Pharmaceutical Group Corporation Limited) (the "Company" and together with its subsidiaries, the "Group") hereby confirm that they will individually and collectively accept full responsibility for the accuracy of the information given in this announcement, and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, the facts stated in this announcement are fair and accurate in all material respects as at the date of this announcement, and that there are no material facts the omission of which would make any statement in this announcement misleading.

The Board refers to:

(a) the announcement dated 7 August 2026 made by the Company in relation to the resolutions passed at the 6th Board meeting for the financial year ending 31 December 2026 ("**FY2026**") (the "**FY2026 6th Board Meeting**"); and

(b) the announcement dated 7 August 2026 made by the Company in relation to the proposed entry into a warehousing and logistics cooperation agreement (the "**Warehousing and Logistics Cooperation Agreement**") as an interested person transaction.

Key Highlights
Unless otherwise defined, capitalised terms used in this section shall have the meanings ascribed to them below in this announcement. • The Company, through its Health Technology Industry Development Branch (健康科技产业发展分公司), proposes to enter into the Annual Distribution Agreement with Taiping Medicine and TJZX Medicine for a term commencing on the date of its execution and ending on 31 December 2026, pursuant to which the maximum aggregate value of the products to be supplied shall not exceed RMB113 million (inclusive of tax). • The proposed entry into the Annual Distribution Agreement is not subject to Shareholders' approval. • The proposed entry into the Annual Distribution Agreement is based on open, fair and transparent principles, facilitates the Company's normal production and business operations, and is not expected to have any adverse impact on the Company's ability to continue as a going concern. • The proposed entry into the Annual Distribution Agreement constitutes an interested person transaction under Chapter 9 of the Listing Manual, and Mr. Guo Min, Ms. Wang Lei, Mr. Xing Jianhua and Ms. Mao Weiwen, each being an Interested Director, abstained from voting on the relevant resolution.

1. OVERVIEW

To meet its business development needs and facilitate an orderly transition to a compliant marketing model, while maintaining its existing market share and ensuring operational stability, the Company, through its Health Technology Industry Development Branch (健康科技产业发展分公司) (the "**HTID Branch**"), proposes to enter into an annual distribution agreement (年度经销协议) (the "**Annual Distribution Agreement**") with Tianjin Pharmaceutical Group Taiping Medicine Co., Ltd. (津药太平医药有限公司) ("**Taiping Medicine**") and Tianjin Zhongxin Medicine Co., Ltd. (天津中新医药有限公司) ("**TJZX Medicine**"), with a view to reducing costs, enhancing efficiency and further improving the quality and capabilities of its operations. The maximum aggregate value of the products to be supplied under the Annual Distribution Agreement shall not exceed RMB113 million (inclusive of tax), representing approximately 1.61% of the Group's latest audited net tangible assets ("**NTA**") of RMB7,013,306,000 as at 31 December 2025, and the Annual Distribution Agreement will have a term commencing on the date of its execution and ending on 31 December 2026.

As at the date of this announcement, Tianjin Pharmaceutical Holdings Co., Ltd. (天津市医药集团有限公司) ("**TPH**"), the controlling shareholder[1] of the Company, holds 56.65% of the equity interest in Taiping Medicine, which in turn holds 100% of the equity interest in TJZX Medicine. Consequently, each of Taiping Medicine and TJZX Medicine is regarded as an associate[2] of TPH and is therefore considered an "interested person"[3] for the purposes of Chapter 9 of the Listing Manual. As such, the proposed entry into the Annual Distribution Agreement constitutes an interested person transaction under Chapter 9 of the Listing Manual (the "**Listing Manual**") of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**").

---

[1] As defined under the Listing Manual, "**controlling shareholder**" means a person who:

(a) holds directly or indirectly fifteen per cent. (15%) or more of the total voting rights in the Company. The SGX-ST may determine that a person who satisfies this paragraph is not a controlling shareholder; or

(b) in fact exercises control over the Company.

As defined under the Listing Manual, "**control**" means the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company.

[2] As defined under the Listing Manual, "**associate**" means:

(a) in relation to any director, chief executive officer, substantial shareholder or controlling shareholder (being an individual) means:

  (i) his immediate family;
  (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
  (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of thirty per cent. (30%) or more;

(b) in relation to a substantial shareholder or controlling shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of thirty per cent. (30%) or more.

[3] As defined under the Listing Manual, in the case of a company, "**interested person**" means:

(a) director, chief executive officer, or controlling shareholder of the issuer; or

(b) an associate of any such director, chief executive officer, or controlling shareholder.

As at the date of this announcement, the Board comprises nine (9) directors (the "**Directors**"), of whom Mr. Guo Min is a director of TPH, Ms. Wang Lei is the legal representative and a member of the senior management of TPH, and a director of Taiping Medicine, Mr. Xing Jianhua is a member of the senior management of TPH and a director of Taiping Medicine, and Ms. Mao Weiwen is a member of the senior management of TPH and a director of Taiping Medicine (collectively, the "**Interested Directors**"). Since TPH, Taiping Medicine and TJZX Medicine are each considered an interested person of the Company for the purposes of Chapter 9 of the Listing Manual, the Interested Directors abstained from voting on the resolution approving the proposed entry into the Annual Distribution Agreement as an interested person transaction at the FY2026 6th Board Meeting. The remaining five (5) Directors, including all three (3) independent Directors of the Company (the "**Independent Directors**"), voted in favour of the resolution.

Although the proposed entry into the Annual Distribution Agreement constitutes an interested person transaction under Chapter 9 of the Listing Manual, its transaction value does not reach the applicable thresholds for immediate announcement and/or shareholders' approval under Chapter 9 of the Listing Manual. Further details are set out in paragraph 6 of this announcement.

2. INFORMATION ON THE INTERESTED PERSONS

2.1 Relationship with the Interested Persons

As at the date of this announcement, TPH, the controlling shareholder of the Company, holds 56.65% of the equity interest in Taiping Medicine, which in turn holds 100% of the equity interest in TJZX Medicine. Accordingly, each of Taiping Medicine and TJZX Medicine is regarded as an associate of TPH and is therefore considered an "interested person" under Chapter 9 of the Listing Manual, notwithstanding that the Company also holds 43.35% of the equity interest in Taiping Medicine.

2.2 Corporate Information of the Interested Persons

(a) Information on Taiping Medicine

Name of the Interested Person	:	Tianjin Pharmaceutical Group Taiping Medicine Co., Ltd. (津药太平医药有限公司)
Type of Enterprise	:	Limited liability company (有限责任公司)
Uniform Social Credit No.	:	911200006005852418
Date of Incorporation	:	29 September 1994
Registered Capital	:	RMB1,000 million
Registered Address	:	201 Xin Hua Road, Heping District, Tianjin (天津市和平区新华路201号)
Legal Representative	:	Mr. Xue Chao (薛超)
Board of Directors	:	Ms. Wang Lei (王磊) (chairman) Mr. Xue Chao (薛超) Mr. Xing Jianhua (幸建华)

Mr. Huang Zhiyong (黄志勇)
Ms. Mao Weiwen (毛蔚雯)

Business Scope	:	**Licensed items**: Wholesale of pharmaceuticals; operation of Class III medical devices; leasing of Class III medical equipment; sale of pharmaceutical excipients; sale of food products; operation of hazardous chemicals; road freight transportation (excluding hazardous goods); import and export of pharmaceuticals; retail of tobacco products; and decoction services for Chinese herbal medicine. (For business activities that are subject to approval under applicable laws and regulations, such activities shall be carried out only upon obtaining approval from the relevant authorities. The specific business items shall be subject to the approval documents or licences issued by the relevant authorities.) **General items**: Operation of Class I medical devices and Class II medical devices; sale of health foods (pre-packaged); road freight transportation using vehicles with a gross vehicle weight of 4.5 tonnes or below (excluding online freight services and hazardous goods); sale of sanitary products and disposable medical products; wholesale and retail of cosmetics; sale of general merchandise, daily sundries, instruments and meters, laboratory analytical instruments, optical instruments, glass instruments, household appliances, electronic products, communication equipment, daily chemical products, paper products, rubber products, gas-liquid separation and purification equipment, and specialised chemical products (excluding hazardous chemicals); wholesale and retail of hardware products; sale of mechanical and electrical equipment; operation of wires and cables; sale of disinfectants (excluding hazardous chemicals); repair of instruments and meters; conference and exhibition services; general warehousing services (excluding items subject to licence approval, such as hazardous chemicals); low-temperature warehousing (excluding items subject to licence approval, such as hazardous chemicals); advertising design, agency, production, and publishing; technology services, technology development, technology consulting, technology exchange, technology transfer, and technology promotion; labour services (excluding labour dispatch); repair of computers and office equipment; photography and photo printing services; laundry services; import and export of goods; import and export of technology; sale of coal and coal products; sale of metal materials and non-ferrous metal alloys; sale of eyeglasses (excluding contact lenses);

retail of edible agricultural products; residential leasing; leasing of machinery and equipment, computers, and communication equipment; supply chain management services; software development, software sales, and software outsourcing services; information system integration services; information system operation and maintenance services; and leasing of Class I medical equipment and Class II medical equipment.

(b) Information on TJZX Medicine

Name of Interested Person	:	Tianjin Zhongxin Medicine Co., Ltd. (天津中新医药有限公司)
Type of Enterprise	:	Limited liability company (wholly-owned by a legal entity) (有限责任公司 (法人独资))
Uniform Social Credit No.	:	91120113MA07EEHW8F
Date of Incorporation	:	24 August 2021
Registered Capital	:	RMB520 million
Registered Address	:	No. 5, Tengda Road, Pharmaceutical and Medical Device Industrial Park, Beichen Economic-Technological Development Area, Beichen District, Tianjin (天津市北辰区天津北辰经济技术开发区医药医疗器械工业园腾达道5号)
Legal Representative	:	Mr. Xiao Jiannan (肖健男)
Board of Director(s)/ Sole Director	:	Mr. Xiao Jiannan (肖健男)
Business Scope	:	**Licensed items**: Wholesale of pharmaceuticals; operation of Class III medical devices; road freight transportation (excluding hazardous goods); sale of food products; sale of disinfection devices. (For business activities that are subject to approval under applicable laws and regulations, such activities shall be carried out only upon obtaining approval from the relevant authorities. The specific business items shall be subject to the approval documents or licences issued by the relevant authorities.) **General items**: Sale of health foods (pre-packaged); road freight transportation using general cargo vehicles with a gross vehicle weight of 4.5 tonnes or below (excluding online freight services and hazardous goods); sale of Class II medical devices; sale of Class I medical devices; sale of personal hygiene products; wholesale of cosmetics; sale of daily necessities; sale

of daily sundries; wholesale of sports goods and equipment; sale of household appliances; production of advertisements; advertising design and agency; information consulting services (excluding services subject to specific licensing requirements); general warehousing services (excluding hazardous chemicals or other items requiring prior approval); leasing of non-residential real estate; residential property leasing; sale of disinfectants (excluding hazardous chemicals); sale of chemical products (excluding those subject to licensing requirements); sale of sanitary products and disposable medical products; sale of textile products (including knitted textiles); laundry and ironing services; laundry services; leasing services (excluding those subject to licensing requirements). (Unless otherwise required by law, the above general business activities may be conducted based on the Company's business licence in accordance with applicable laws.)

2.3 Key Financial Information of the Interested Persons

(a) Taiping Medicine

The key financial information of Taiping Medicine, based on the consolidated financial statements of Taiping Medicine and its subsidiaries, is set out below:

Items	**As at 31 December 2025 (audited) (RMB'000)**	**As at 30 June 2026 (unaudited) (RMB'000)**
Total assets	6,851,412.6	6,375,128.7
Total liabilities	5,867,606.9	5,382,499.2
Net assets	983,805.7	992,629.5
Items	**January to December 2025 (audited) (RMB'000)**	**January to June 2026 (unaudited) (RMB'000)**
Revenue	8,185,344.5	3,685,336.7
Net profit/(loss)	2,617.4	9,752.1
Debt-to-asset ratio	85.64%	84.43%

(b) TJZX Medicine

The key financial information of TJZX Medicine, based on the consolidated financial statements of TJZX Medicine and its subsidiaries, is set out below:

Items	**As at 31 December 2025 (audited) (RMB'000)**	**As at 30 June 2026 (unaudited) (RMB'000)**
Total assets	2,220,420.9	2,029,278.8
Total liabilities	1,790,416.1	1,595,590.5
Net assets	430,004.8	433,688.3
Items	**January to December 2025 (audited)**	**January to June 2026 (unaudited)**

	(RMB'000)	(RMB'000)
Revenue	2,671,250.5	1,085,222.0
Net profit/(loss)	(1,224.3)	3,683.5
Debt-to-asset ratio	80.63%	78.63%

3. BASIS OF PRICING

The pricing terms under the Annual Distribution Agreement were determined on normal commercial terms and negotiated at arm's length between the parties, having regard to the general commercial principles of fairness, impartiality, transparency and mutual benefit. Under the agreed pricing mechanism, the transaction price will be determined on a budget-based basis, taking into account the relevant performance assessment scores and the actual sales volumes achieved, with settlement to be made on an invoice-discount basis. The pricing benchmark was derived from the 25% budgeted fee rate applicable under the previous arrangement with the external distributor, with the parties agreeing, following negotiations, on a maximum discount rate of 22%. The transaction price will vary based on the actual sales achieved, with settlement made on an invoice-discount basis. The agreed pricing terms are more favourable to the Company than the historical market standard, are in line with industry practice and are supported by stringent performance assessment and penalty mechanisms, and are therefore fair and reasonable.

4. PRINCIPAL TERMS OF THE ANNUAL DISTRIBUTION AGREEMENT

The principal terms of the Annual Distribution Agreement are set out in the **Appendix** to this announcement.

5. RATIONALE FOR, AND IMPACT OF, THE PROPOSED ENTRY INTO THE ANNUAL DISTRIBUTION AGREEMENT

In response to recent developments in the regulatory environment of the industry, and with a view to further strengthening the Company's compliance framework and addressing certain limitations associated with the traditional marketing model, including relatively high operating costs and insufficient process controls, the Company proposes, through its HTID Branch, which is principally responsible for the Company's external marketing activities, to implement the new distribution arrangement on a pilot basis in Tianjin. For this purpose, the HTID Branch has selected Taiping Medicine, and its wholly-owned subsidiary, TJZX Medicine, both of which possess established local distribution channels, comprehensive operational systems and relevant professional capabilities, to undertake the sales implementation and academic promotion of the following ten (10) products in the medical market in Tianjin: (i) Suxiao Jiuxin Wan (速效救心丸), (ii) Tongmai Yangxin Wan (通脉养心丸), (iii) Weichang An Wan (胃肠安丸), (iv) Qingyan Di Wan (清咽滴丸), (v) Qingfei Xiaoyan Wan (清肺消炎丸), (vi) Longqing Tablets (癃清片), (vii) Biqi Capsules (痹祺胶囊), (viii) Jinqi Jiangtang Tablets (金芪降糖片), (ix) Zilongjin Tablets (紫龙金片), and (x) Jingwanhong Ointment (京万红软膏). The proposed entry into the Annual Distribution Agreement is expected to further standardise the Company's marketing processes, reduce its overall operating costs and mitigate compliance risks at source.

The proposed entry into the Annual Distribution Agreement is not expected to be prejudicial to the interests of the Company or its minority shareholders or affect the Company's independence.

6. INTERESTED PERSON TRANSACTION UNDER CHAPTER 9 OF THE LISTING MANUAL

6.1 Requirements under Rules 905 and 906 of the Listing Manual

An immediate announcement and/or shareholders' approval may be required in respect of an interested person transaction if the value of the transaction, whether considered on a standalone basis or aggregated with other transactions entered into with the same interested person[4] during the same financial year, reaches the applicable financial thresholds.

Pursuant to Rule 905 of the Listing Manual, an immediate announcement is required where:

(a) the value of an interested person transaction is equal to, or more than, three per cent. (3%) of the Group's latest audited NTA; or

(b) the aggregate value of all transactions entered into with the same interested person during the same financial year amounts to three per cent. (3%) or more of the Group's latest audited NTA. In such circumstances, the issuer must make an immediate announcement of the latest transaction and all future transactions entered into with that same interested person during that financial year.

Pursuant to Rule 906 of the Listing Manual, shareholders' approval (in addition to an immediate announcement) is required where:

(a) the value of an interested person transaction is equal to, or more than, five per cent. (5%) of the Group's latest audited NTA; or

(b) the value of an interested person transaction, when aggregated with the values of other transactions entered into with the same interested person during the same financial year, is equal to, or more than, five per cent. (5%) of the Group's latest audited NTA, provided that the aggregation need not include any transaction that has been approved by shareholders previously or that is the subject of aggregation with another transaction that has been approved by shareholders previously.

Rules 905(1) and (2) and Rule 906(1) of the Listing Manual do not apply to any transaction below S$100,000. However, while transactions below S$100,000 are not normally aggregated, the SGX-ST may aggregate any such transactions entered into during the same financial year and treat them as if they were one transaction in accordance with Rule 902 of the Listing Manual.

---

[4] In interpreting the term "**same interested person**" for the purpose of aggregation under Rule 905 of the Listing Manual, the following applies:

(a) Transactions between (i) an entity at risk and a primary interested person; and (ii) an entity at risk and an associate of that primary interested person, are deemed to be transactions between an entity at risk with the same interested person.

Transactions between (i) an entity at risk and a primary interested person; and (ii) an entity at risk and another primary interested person, are deemed to be transactions between an entity at risk with the same interested person if the primary interested person is also an associate of the other primary interested person.

For the purpose of Chapter 9 the Listing Manual, a "**primary interested person**" means a director, chief executive officer or controlling shareholder of the listed company.

(b) Transactions between an entity at risk and interested persons who are members of the same group are deemed to be transactions between the entity at risk with the same interested person.

If an interested person (which is a member of a group) is listed, its transactions with the entity at risk need not be aggregated with transactions between the entity at risk and other interested persons of the same group, provided that the listed interested person and other listed interested persons have boards on which a majority of the directors are different and are not accustomed to act on the instructions of the other interested person and have audit committees whose members are completely different.

6.2 Proposed entry into the Annual Distribution Agreement as an Interested Person Transaction

As at the date of this announcement,

(a) TPH holds approximately 43.091% of the issued share capital of the Company and is therefore considered a controlling shareholder. Accordingly, TPH and its associates are regarded as "interested persons" under Chapter 9 of the Listing Manual; and

(b) TPH holds 56.65% of the equity interest in Taiping Medicine, which in turn holds 100% of the equity interest in TJZX Medicine. Consequently, each of Taiping Medicine and TJZX Medicine is regarded as an associate of TPH and is therefore considered an "interested person" under Chapter 9 of the Listing Manual, notwithstanding that the Company also holds 43.35% of the equity interest in Taiping Medicine.

As such, the proposed entry into the Annual Distribution Agreement constitutes an interested person transaction under Chapter 9 of the Listing Manual.

The maximum aggregate value of the products to be supplied under the Annual Distribution Agreement shall not exceed RMB113 million (being the amount at risk to the Company) representing approximately 1.61% of the Group's latest audited NTA of RMB7,013,306,000 as at 31 December 2025.

Further, for the current financial year from 1 January 2026 up to the date of this announcement, save for (i) interested person transactions below S$100,000, (ii) interested person transactions approved by the shareholders of the Company (the "**Shareholders**"), and (iii) interested person transactions which are the subject of aggregation with another transaction approved by the Shareholders, the only interested person transactions entered into or proposed to be entered into between, on the one hand, the Company, its subsidiaries and/or associated companies, which are considered "entities at risk" within the meaning of Rule 904(2) of the Listing Manual and, on the other hand, TPH and/or its associates, are the proposed entry into the Annual Distribution Agreement and the proposed entry into the Warehousing and Logistics Cooperation Agreement. The aggregate value of these interested person transactions is approximately RMB132 million, representing approximately 1.88% of the Group's latest audited NTA of RMB7,013,306,000 as at 31 December 2025, comprising:

(a) the proposed entry into the Annual Distribution Agreement with Taiping Medicine and TJZX Medicine, with a transaction value of not more than RMB113 million, representing approximately 1.61% of the Group's latest audited NTA; and

(b) the proposed entry into the Warehousing and Logistics Cooperation Agreement with Taiping Medicine, with a transaction value of not more than RMB19 million, representing approximately 0.27% of the Group's latest audited NTA.

Accordingly, although the proposed entry into the Annual Distribution Agreement constitutes an interested person transaction under Chapter 9 of the Listing Manual, it is not subject to the immediate announcement and/or shareholders' approval requirements under Chapter 9 of the Listing Manual.

6.3 All Interested Person Transactions for the Current Financial Year

For completeness, for the current financial year from 1 January 2026 up to the date of this announcement, the aggregate value of all interested person transactions, excluding (i) interested person transactions below S$100,000, (ii) the proposed entry into the Annual Distribution Agreement, and (iii) the proposed entry into the Warehousing and Logistics Cooperation Agreement, entered into between, on the one hand, the Company, its subsidiaries and/or associated companies, which are considered "entities at risk" within the meaning of Rule 904(2) of the Listing Manual and, on the other hand, TPH and/or its associates, is approximately RMB453,543,162.56, representing approximately 6.47% of the Group's latest audited NTA of RMB7,013,306,000 as at 31 December 2025.

7. ALL RELATED PARTY TRANSACTIONS IN THE PAST TWELVE (12) MONTHS (EXCLUDING THOSE APPROVED BY SHAREHOLDERS)

In accordance with the applicable laws and regulations of the People's Republic of China (the "**PRC**"), including the Listing Rules of the Shanghai Stock Exchange (the "**SSE Listing Rules**"), and excluding related party transactions that have been approved by the Shareholders, save for:

(a) the transactions entered into by the Company with TPH, its subsidiaries and/or associated companies relating to the receipt of labour services, provision of labour services, letting of properties, and leasing of properties and equipment, with an aggregate value of approximately RMB24,494,300, representing approximately 0.35% of the Company's latest audited net assets attributable to equity holders of the Company; and

(b) the proposed entry by the Company, through its HTID Branch, into the Warehousing and Logistics Cooperation Agreement with Taiping Medicine, with a transaction value of not more than RMB19 million, representing approximately 0.27% of the Company's latest audited net assets attributable to equity holders of the Company,

there were no other related party transactions entered into by the Company during the past twelve (12) months immediately preceding the date of this announcement.

8. DECISION-MAKING PROCEDURES FOR THE PROPOSED ENTRY INTO THE ANNUAL DISTRIBUTION AGREEMENT AS AN INTERESTED PERSON TRANSACTION

8.1 Special Meeting of Independent Directors

On 7 August 2026, the Company convened the 3rd Special Meeting of Independent Directors for FY2026. In accordance with relevant laws and regulations, including the *Administrative Measures for Independent Directors of Listed Companies (《上市公司独立董事管理办法》)* issued by the China Securities Regulatory Commission (中国证券监督管理委员会), the SSE Listing Rules and the Listing Manual, the Independent Directors of the Company (comprising Mr. Yeo Guat Kwang, Ms. Zhai shuping and Mr. Zhong Ming) conducted a prior review of, and expressed the following opinions on, the proposed entry into the Annual Distribution Agreement, which constitutes an interested person transaction:

(a) each of Taiping Medicine and TJZX Medicine is considered an interested person of the Company under Chapter 9 of the Listing Manual. Accordingly, the Interested Directors (i.e. Mr. Guo Min, Ms. Wang Lei, Mr. Xing Jianhua and Ms. Mao Weiwen) abstained from voting on the resolution approving the proposed entry into the Annual Distribution Agreement;

(b) the proposed entry into the Annual Distribution Agreement adheres to the principles of equality, voluntariness, mutual benefit and reciprocity, does not affect the Company's independence, and is not prejudicial to the interests of the Company and its minority Shareholders;

(c) the terms of the Annual Distribution Agreement are lawful and valid, and do not contravene any mandatory provisions of the applicable laws, regulations or normative documents currently in force; and

(d) the Independent Directors agreed to submit the proposed entry into the Annual Distribution Agreement to the FY2026 6th Board Meeting for consideration.

8.2 Board Meeting

On 7 August 2026, the Company convened the FY2026 6th Board Meeting, at which the Board considered and approved, among others, the proposed entry into the Annual Distribution Agreement as an interested person transaction.

Mr. Guo Min, Ms. Wang Lei, Mr. Xing Jianhua and Ms. Mao Weiwen, each being an Interested Director, abstained from voting on the resolution approving the proposed entry into the Annual Distribution Agreement as an interested person transaction. Of the nine (9) Directors currently serving on the Board, the remaining five (5) non-interested Directors, including all three (3) Independent Directors, voted in favour of the resolution.

9. DOCUMENT AVAILABLE FOR INSPECTION

A copy of the Annual Distribution Agreement is available for inspection at the registered office of the Company at 17 Baidi Road, Nankai District, Tianjin, the PRC 300193, during normal business hours for a period of three (3) months from the date of this announcement.

By Order of the Board

Jiao Yan
Secretary to the Board of Directors
7 August 2026

APPENDIX

PRINCIPAL TERMS OF THE ANNUAL DISTRIBUTION AGREEMENT
《年度经销协议》的主要条款

Parties 协议方	:	(a) Party A (Supplier): The Health Technology Industry Development Branch of Tianjin Pharmaceutical Da Ren Tang Group Corporation Limited (b) Party B1 (Purchaser 1): Taiping Medicine (c) Party B2 (Purchaser 2): TJZX Medicine (Party B1 and Party B2, collectively, "**Party B**"; and Party A, Party B1 and Party B2, collectively, the "**Parties**") 甲方（供应方）：津药达仁堂集团股份有限公司健康科技产业发展分公司 乙方 1（采购方 1）：津药太平医药有限公司 乙方 2（采购方 2）：天津中新医药有限公司
Target Products （一）目标产品	:	(1) Party B shall distribute the target products supplied by Party A as set out in the Schedule of this **Appendix** (the "**Target Products**"). The aggregate supply value of the Target Products shall not exceed RMB113 million (inclusive of tax), comprising RMB100 million exclusive of tax and RMB13 million in tax. The minimum guaranteed sales amount to be achieved by Party B shall be RMB67.8 million (inclusive of tax), comprising RMB60 million exclusive of tax and RMB7.8 million in tax. 1、乙方经销甲方如下目标产品，合计供应货值金额额度为（含税）：11,300 万元，不含税金额 10,000 万元，税额 1,300 万元；乙方保底销售金额为 6,780 万元，不含税金额 6,000 万元，税额 780 万元。 If the prices of any of the Target Products are adjusted as a result of changes in national policies or other applicable requirements, the corresponding supply prices charged by Party A shall be adjusted accordingly, and Party B acknowledges and agrees to such adjustments. 如遇国家政策等原因导致价格调整，则甲方的供应单价则随之调整，乙方对此予以确认。 (2) Discount 2、 折扣 (a) <u>Basis</u>: The discount to be granted by Party A to Party B shall be determined by reference to (i) the performance assessment score of Party B, assessed in accordance with the assessment items and standards set out in the Annual Distribution Agreement, and (ii) the extent to which the minimum guaranteed sales target has been achieved.

Disclaimer: *The English version of the principal terms of the Annual Distribution Agreement set out in this Appendix has been translated from the original Chinese text for reference only. In the event of any discrepancy, conflict or inconsistency between the English and Chinese versions, the Chinese version shall prevail.*

（1）原则：甲方按照乙方的考核评分（依本协议约定的考核项目与标准进行）与保底销售任务完成量作为给予乙方折扣的依据。

(b) Maximum Discount: The discount shall not exceed 22% of the tender price multiplied by the actual quantity supplied.
（2）折扣上限：不超过中标价*实际供应数量*22%。

(c) Conditions: Party B shall be eligible for the discount only if:

(i) its performance assessment score is 70 points or above; and

(ii) at least 70% of the minimum guaranteed sales target is achieved, calculated on an aggregate basis for Party B1 and Party B2.

If either of the above conditions is not satisfied, Party B shall be entitled to withhold the discount. The minimum guaranteed sales target required by Party A is RMB60 million, exclusive of tax.

（3）标准：a. 甲方对乙方的考核评分达到 70 分及以上；且 b. 乙方完成保底销售任务量的 70%及以上（乙方 1 与乙方 2 合并计算），前述 a、b 任一项乙方未满足要求的，甲方均有权不予支付折扣。甲方要求乙方的保底销售任务量为：不含税金额 6,000 万元。

(d) Payment: Subject to Party B achieving a performance assessment score of at least 70 points and completing at least 70% of the minimum guaranteed sales target, Party A shall grant the full discount to Party B. The specific payment method and timing shall be separately agreed among the Parties.
（4）支付：在甲方对乙方的考核评分在 70 分以上（含本数）与保底销售任务量完成 70%的前提下，甲方给予乙方全部折扣。具体支付方式及时间由三方另行确定。

(3) Distribution Fee
3、 配送费

Where Party B delivers the products to end customers, Party A shall pay Party B a distribution fee calculated at 8% of the tender price. The distribution fee payable to Party B1 and Party B2 shall be calculated separately based on their respective sales volumes.
由乙方配送至终端的，甲方同意按照中标价 8%的标准向乙方支付配送费（按乙方 1 与乙方 2 各自的销量分别支付）。

Distribution and Delivery Territory （二）乙方经销/配送区域	:	Territory: Tianjin 乙方经销/配送的区域为：天津市 End-market channel: ☑ Medical Institutions ☐ Retail ☐ Third-Terminal Market ☐ Others

Disclaimer: *The English version of the principal terms of the Annual Distribution Agreement set out in this Appendix has been translated from the original Chinese text for reference only. In the event of any discrepancy, conflict or inconsistency between the English and Chinese versions, the Chinese version shall prevail.*

终端类型为：☑ 医疗 ☐ 零售 ☐ 第三终端 ☐ 其他

Payment Terms
（三）付款方式
: The Parties shall separately agree on the quantity of products to be purchased by Party B for each purchase by way of individual sales contracts and/or purchase orders. Based on the relevant purchase quantity, Party B shall make payment to Party A in accordance with payment method set out in paragraph (b) below:
1、甲乙双方另行以购销合同/订单的形式确定乙方每次的采购量，乙方根据该采购量均选择以下第（2）种方式向甲方支付货款：

(a) Cash Payment: Party B shall remit the full purchase price in a lump sum to the account designated by Party A prior to delivery, and Party A shall deliver the products upon receipt of such payment.
（1）现款：甲方在收到乙方的货款后发货。甲方发货前 / 日内，乙方一次性将全部货款汇入甲方指定账户，即先款后货。

(b) Credit Terms: Subject to the credit limit determined by Party A for Party B, Party A shall permit Party B to make payment after delivery. Party B shall, within 90 days after receipt of the products, pay the full purchase price to Party A in a lump sum by way of a bank acceptance bill. For the avoidance of doubt, as at the date of the Annual Distribution Agreement, the credit limit granted to Party B is RMB60 million. Party A shall be entitled to adjust such credit limit during the term of the Annual Distribution Agreement and shall notify Party B of any such adjustment.
（2）账期：甲方在其自行确定的乙方的资信额度内允许乙方先货后款，即乙方收到货后 90 日内，一次性以银行承兑汇票的方式支付给甲方。为免疑义，本协议签订时，乙方的资信额度为 6,000 万元，且甲方有权在本协议期间调整乙方的资信额度并通知乙方。

Rights and Obligations of the Party A
（四）甲方权利和义务
: (1) Party A shall provide relevant product knowledge training to the sales personnel of Party B, and Party B shall provide the necessary cooperation in connection therewith.
1、甲方为乙方销售人员提供相关产品知识培训，乙方给予相应配合。

(2) Party A shall be entitled to require Party B to establish a professional promotional team and to ensure that sufficient personnel and technical resources are devoted to the promotion of Party A's products. Party A shall also be entitled to make written recommendations in respect of the manner in which the services are provided by Party B, the personnel involved and other related matters.
2、甲方有权要求乙方建立专业的推广团队，确保乙方有足够的推广人力、技术投入为甲方产品进行推广服务，甲方亦有权对乙方提供服务的方式、人员等提出书面建议。

(3) Party A shall be entitled to require Party B to provide the relevant services based on the materials provided by Party A, to conduct promotional services and activities in a lawful manner, and to monitor Party B's conduct in the course of providing such promotional services

to ensure that such services are carried out in a proper and compliant manner.
3、甲方有权要求乙方按照甲方提供的相关资料开展服务，以合法的方式进行推广服务及活动，并监督乙方在推广服务过程中行为的规范性与合规性。

Rights and Obligations of the Party B
（五）乙方权利和义务 :

(1) Party B shall sell Party A's products at reasonable prices and shall not sell such products below cost in a manner amounting to predatory pricing.
1、乙方应当在合理价格内销售甲方产品，不得低于成本价低价倾销甲方产品。

(2) Party B shall be entitled to participate in promotional activities organised by Party A within its designated distribution and delivery territory.
2、乙方有权利参加在其经销/配送区域内甲方举办的一切促销活动。

(3) During the term of the Annual Distribution Agreement, Party B shall, as required by Party A, promptly provide true and accurate monthly data and information relating to the purchases, sales and inventory of Party A's products, product distribution flows and other relevant commercial matters. Party A may use such information to conduct promotional activities at end-market channels and adjust its sales strategies as appropriate, with a view to enhancing the sales performance of the Parties.
3、在本协议期间内，乙方有义务按照甲方要求及时提供真实、准确的甲方品种"月度"进、销、存数据、商业流向以及其他相关商业数据及信息。甲方将根据上述信息开展终端促销活动，适时调整销售策略，共同推进双方销售业绩。

(4) Party B undertakes to comply strictly with the agreed sales territory restrictions. Without the prior written consent of Party A, Party B shall not sell Party A's products outside the agreed distribution and delivery territory or to end-market channels other than those specified in the Annual Distribution Agreement, nor shall it sell such products through e-commerce platforms or other online listing channels without authorisation. In the event of any breach, Party A shall be entitled to terminate the Annual Distribution Agreement, cease further supply of products and all discount and fee support, recover all outstanding amounts owing by Party B, forfeit any security deposit paid by Party B, and reserve the right to claim for any further losses suffered.
4、乙方承诺并保证严格遵守销售区域承诺，在未取得甲方书面许可的情况下，乙方不得向本协议约定的采购配送区域与终端以外销售甲方产品，也不得擅自将甲方产品用于电商/挂网销售，否则，甲方有权解除协议，停止供货与一切折扣/费用支持，清收所欠货款，没收其保证金，同时保留进一步追究损失的权利。

(5) Party B shall maintain a dedicated team meeting Party A's requirements to provide academic promotion services. To demonstrate the

__Disclaimer:__ The English version of the principal terms of the Annual Distribution Agreement set out in this Appendix has been translated from the original Chinese text for reference only. In the event of any discrepancy, conflict or inconsistency between the English and Chinese versions, the Chinese version shall prevail.

authenticity, stability and professional capabilities of such team, Party B shall provide Party A with relevant information on the composition of the team, including personnel lists, resumes, areas of responsibility and contact details, and shall promptly update the relevant records upon any change in personnel. Party B acknowledges and undertakes to comply strictly with all applicable national policies and regulations governing pharmaceutical representatives and shall bear all liabilities arising from any non-compliance on its part, without recourse to Party A.

5、乙方需配置符合甲方要求的专职队伍从事学术推广服务工作。为证明队伍的真实性、稳定性、专业性，乙方应向甲方提供队伍构成信息，如人员名单、履历、负责区域、联系方式等，发生变动的应及时办理人员登记备案变更。同时，乙方知悉并自愿严格遵守国家对医药代表的政策规定，因此产生的任何责任均由乙方予以承担，与甲方无关。

(6) Party B shall accept and cooperate with any audit, management or supervision conducted by Party A or any third party appointed by Party A.

6、乙方有义务接受并配合甲方或甲方委派的第三方对其的审计、管理和监督。

(7) Party B shall provide the promotional services contemplated under the Annual Distribution Agreement diligently and with due care. In providing such services, Party B shall not disrupt the market order for Party A's products or engage in any conduct that may adversely affect the reputation or business operations of Party A or its products, and shall act with due regard to the interests of Party A. Party B shall indemnify Party A for any economic losses caused by any fault on the part of Party B, including, without limitation, wilful misconduct or gross negligence.

7、乙方应当勤勉、尽责地向甲方提供本协议约定的推广服务。乙方在提供服务过程中，不得扰乱甲方产品的市场秩序，不得发生有损于甲方及产品声誉、经营活动等方面的行为，以切实维护甲方利益为己任。因乙方单方过错（包括但不限于故意或重大过失行为）给甲方造成的经济损失，应当对甲方进行赔偿。

Compliance Requirements
（六）合规规定 :

(1) In the course of transporting, storing, distributing, selling and marketing the products and carrying out academic promotion activities, Party B shall fully comply with all applicable laws and regulations, including, without limitation, those relating to anti-unfair competition and anti-corruption, as well as any specific laws and regulations applicable to the transportation, storage and promotion of the products. Without limiting the generality of the foregoing, in performing its obligations under the Annual Distribution Agreement, Party B undertakes and warrants that the distributors, promotion service providers and their respective employees, directors, officers, agents and corporate representatives (collectively, the "**Representatives**") shall not violate any applicable laws or regulations of the People's Republic of China relating to promotion, marketing, anti-bribery or anti-unfair competition. In particular, Party B and its Representatives shall not, directly or indirectly, offer, make or authorise any payment, donation, gift or other thing of

value, including, without limitation, any remuneration, bribe, kickback or other benefit, to any government official, hospital, medical insurance institution or similar provider organisation for the purpose of improperly influencing the conduct or decision of any government official or customer, obtaining or facilitating any registration or medical insurance coverage, or securing any commercial advantage, preferential treatment or privilege.

1、乙方在运输、储存、经销、销售、营销产品、学术推广的过程中，应完全遵守相关的法律法规，包括但不限于反不正当竞争、反腐败方面的法律，及针对产品的运输、储存和推广适用的特定法律法规。在遵守前述一般性要求的前提下，在履行本合同项下的义务时，乙方承诺并保证，经销配送商、推广服务商及其雇员、董事、管理人员、代理及公司代表（以下统称"代表"）不得违反中华人民共和国在市场推广、营销、反贿赂和反不正当竞争等方面的任何法律法规，不得以贿赂为手段，通过直接或间接地向任何政府官员、医院、医学保险公司或类似供应商组织，提供或授权进行支付、捐赠、赠送礼品或其他有价物，包括但不限于任何报酬、贿赂、回扣或好处，以达到影响政府官员或客户的行为和决策，获得或支付注册、医药保险，获得商业上的优惠待遇、特权的目的。

(2) To ensure compliance with applicable laws and regulations, Party B shall, upon the reasonable request of Party A, provide all contracts, books, records and other documents relating to the business activities carried out under the Annual Distribution Agreement for the purposes of any audit or due diligence conducted by Party A or its designated party. Party B shall fully cooperate with Party A and its affiliates in connection with any compliance audit or due diligence conducted in respect of Party B and its Representatives, including, in particular, any review relating to compliance with anti-bribery laws and regulations and the compliance measures adopted and implemented by Party B.

2、为确保遵守有关法律法规的合规规定，经甲方合理请求，乙方应提供与本协议下履行的商业行为有关的所有合同、账簿、记录，及其他文件，以便甲方或其指定方进行审计和尽职调查。在甲方及其关联公司对乙方及其代表进行合规方面的审计和尽职调查时，特别是调查针对反贿赂法律法规，及乙方采取和实施的合规措施时，乙方应与甲方及其关联公司全力合作。

(3) Any breach of this clause by Party B or any of its Representatives shall constitute a material breach of the Annual Distribution Agreement. In such event, Party A shall be entitled to terminate the Annual Distribution Agreement unilaterally with immediate effect by written notice. Party B shall bear full responsibility for any penalties, claims, proceedings, losses, damages, costs and expenses imposed or brought by any governmental authority or third party arising from such breach, and shall indemnify, defend and hold harmless Party A and its affiliates against and from the same.

3、如乙方及其代表违反本条约定则构成重大违约行为，甲方有权经书面通知立即单方终止本协议，对因此引起的任何政府部门或第三方的处

罚、索赔、诉讼、损害和支出由乙方承担全部责任，保证甲方及其关联方免受损害，并为其抗辩。

Liability for Breach
（七）违约责任 :

(1) Any failure by either Party to perform any of its obligations under the Annual Distribution Agreement shall constitute a breach of the agreement. In addition to any liability otherwise provided for under the Annual Distribution Agreement, the defaulting Party shall be liable for any economic losses suffered by the non-defaulting Party as a result of such breach.
1、任何一方未履行本协议项下的任何一项条款均被视为违约。除本协议已有约定外，违约方还应承担因自己的行为而给守约方造成的经济损失。

(2) If Party B, without the consent of Party A, subcontracts or otherwise transfers any of the promotional services under the Annual Distribution Agreement to any third party, Party A shall be entitled to terminate the Annual Distribution Agreement unilaterally and forfeit any security deposit paid by Party B.
2、未经甲方同意，乙方擅自将本协议项下推广服务进行分包或转包的，甲方有权单方终止协议、没收其保证金。

(3) If any act or omission of Party B causes damage to the lawful rights and interests of any third party, Party B shall be responsible for resolving the matter and shall bear all liabilities arising therefrom. If Party A suffers any loss as a result, Party B shall be liable to compensate Party A for such loss. Party A shall also be entitled to terminate the Annual Distribution Agreement and forfeit any security deposit paid by Party B.
3、如因乙方行为造成任何第三方合法权益的损害，乙方应负责处理并承担所有相关责任。因此给甲方造成损失的，乙方应承担赔偿责任；同时，甲方还有权解除本协议、没收其保证金。

Miscellaneous
（八）其他 :

The Annual Distribution Agreement shall become effective upon being signed and affixed with the respective seals by the legal representatives or authorised representatives of the Parties and shall remain in effect from the date of its execution until 31 December 2026.
本协议经双方法定代表人或授权代表签字并盖章后生效，协议期限为自签署之日至 2026 年 12 月 31 日。

Disclaimer: *The English version of the principal terms of the Annual Distribution Agreement set out in this Appendix has been translated from the original Chinese text for reference only. In the event of any discrepancy, conflict or inconsistency between the English and Chinese versions, the Chinese version shall prevail.*

SCHEDULE

List of Target Products

Product Code 产品代码	Generic Name 产品通用名	Specification 规格	Unit 单位	Supply Price (RMB/Box) 供应单价	Tender Price (RMB/Box) 中标价	Manufacturer 生产企业
0104000879	Jinqi Jiangtang Tablets 金芪降糖片	0.56g × 12 × 3 0.56g*12*3	Box 盒	49.35	53.64	Long Shun Rong 津药达仁堂集团股份有限公司隆顺榕制药厂
0104000887	Longqing Tablets 癃清片	0.6g × 16 tablets × 3 blister packs × 10 boxes × 20 strips 0.6g×16 片×3 板×10 盒×20 条	Box 盒	39.95	43.42	Long Shun Rong 津药达仁堂集团股份有限公司隆顺榕制药厂
0104002051	Qingfei Xiaoyan Wan 清肺消炎丸	8g × 6 sachets × 100 boxes (water-honeyed pills, twin pack) 8g*6 袋 *100 盒(水蜜丸两连包)	Box 盒	63.94	69.5	Da Ren Tang 津药达仁堂集团股份有限公司达仁堂制药厂
0104000944	Qingyan Di Wan 清咽滴丸	20mg/pill × 40 × 1 × 10 × 20 20mg/丸 40×1×10×20	Box 盒	44.16	48	No. 6 Chinese Medicine Plant 津药达仁堂集团股份有限公司第六中药厂
0104002145	Suxiao Jiuxin Wan 速效救心丸	40mg × 50 pills × 6 bottles × 120 boxes 40mg×50 丸×6 瓶×120 盒	Box 盒	69.92	76	No. 6 Chinese Medicine Plant 津药达仁堂集团股份有限公司第六中药厂
0104002032	Tongmai Yangxin Wan 通脉养心丸	40 pills × 8 sachets × 140 boxes 40 丸 ×8 袋 ×140 盒	Box 盒	34.37	37.36	Le Ren Tang 津药达仁堂集团股份有限公司乐仁堂制药厂
0104002152	Tongmai Yangxin Wan 通脉养心丸	40 capsules × 16 sachets × 80 boxes	Box 盒	68.74	74.72	Le Ren Tang 津药达仁堂集团股份有限公司乐仁堂制药厂

Disclaimer: The English version of the principal terms of the Annual Distribution Agreement set out in this Appendix has been translated from the original Chinese text for reference only. In the event of any discrepancy, conflict or inconsistency between the English and Chinese versions, the Chinese version shall prevail.

		40粒*16袋*80盒				
0104000275	Weichang An Wan 胃肠安丸	36 pills × 2 bottles × 200 boxes 36粒*2瓶*200盒	Box 盒	29.81	32.4	Le Ren Tang 津药达仁堂集团股份有限公司乐仁堂制药厂
0104000926	Zilongjin Tablets 紫龙金片	0.65g × 16 × 3 blister packs 0.65*16*3 板	Box 盒	136.16	148	Long Shun Rong 津药达仁堂集团股份有限公司隆顺榕制药厂
0104002110	Jingwanhong Ointment 京万红软膏	30g/tube × 1 tube/box × 10 boxes 30g/支*1 支/盒*10 盒	Box 盒	36.62	39.8	Tianjin Jingwanhong Pharmacy Co., Ltd. 津药达仁堂京万红（天津）药业有限公司
0104002074	Biqi Capsules 痹祺胶囊	0.3g × 12 capsules × 4 blister packs × 1 box 0.3g*12 粒 *4 板*1 盒	Box 盒	47.42	51.54	Tianjin Jingwanhong Pharmacy Co., Ltd. 津药达仁堂京万红（天津）药业有限公司

Disclaimer: *The English version of the principal terms of the Annual Distribution Agreement set out in this Appendix has been translated from the original Chinese text for reference only. In the event of any discrepancy, conflict or inconsistency between the English and Chinese versions, the Chinese version shall prevail.*