

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 A NEW MEDIA PROMOTION SERVICES 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 the announcement dated 30 October 2026 made by the Company in relation to the resolutions passed at the 9th Board meeting for the financial year ending 31 December 2026 (“**FY2026**”) (the “**FY2026 9th Board Meeting**”).

Key Highlights

Unless otherwise defined, capitalised terms used in these Key Highlights shall have the meanings ascribed to them in this announcement.

- The Company, through its HTID Branch, proposes to enter into the Promotion Services Agreement with Haoda Medical for a term commencing on the date of its execution and ending on 31 December 2026, pursuant to which the aggregate service fees payable by the HTID Branch to Haoda Medical shall not exceed RMB5 million (inclusive of tax).
- The proposed entry into the Promotion Services Agreement constitutes an interested person transaction under Chapter 9 of the Listing Manual. 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 at the FY2026 9th Board Meeting.
- The proposed entry into the Promotion Services Agreement is not subject to Shareholders’ approval.

1. OVERVIEW

To meet the business development needs of the Company’s Health Technology Industry Development Branch (健康科技产业发展分公司) (the “**HTID Branch**”), the Company, through its HTID Branch, proposes to enter into a new media promotion services agreement (新媒体宣传服务协议) (the “**Promotion Services Agreement**”) with Zhongjian Haoda Medical Supply Chain Management Service (Tianjin) Co., Ltd. (众健浩达医疗供应链管理服务(天津)有限公司) (“**Haoda Medical**”), pursuant to which Haoda Medical will provide new media promotion and other related services to the HTID Branch. The aggregate service fees payable by the HTID Branch under the Promotion Services Agreement will not exceed RMB5 million (inclusive of tax), representing approximately 0.07% of the Group’s latest audited net tangible assets (“**NTA**”) of

RMB7,013,306,000 as at 31 December 2025. The term of the Promotion Services Agreement will commence on the date of its execution and end 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 shareholder¹ of the Company, holds 56.65% of the equity interest in Tianjin Pharmaceutical Group Taiping Medicine Co., Ltd. (津药太平医药有限公司) (“**Taiping Medicine**”), which in turn holds 100% of the equity interest in Tianjin Pharmaceutical Group Zhongjian Kangda Medical Apparatus and Instruments Co., Ltd. (天津医药集团众健康达医疗器械有限公司) (“**Kangda Medical**”). Kangda Medical in turn holds 100% of the equity interest in Haoda Medical. Consequently, Haoda Medical is regarded as an associate² of TPH and is therefore considered an “interested person”³ for the purposes of Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) (the “**Listing Manual**”). As such, the proposed entry into the Promotion Services Agreement constitutes an interested person transaction under Chapter 9 of the Listing Manual.

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 Mr. Xing Jianhua and Ms. Mao Weiwen are members of the senior management of TPH (collectively, the “**Interested Directors**”). Since TPH is 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 Promotion Services Agreement, which constitutes an interested person transaction, at the FY2026 9th Board Meeting. The remaining five (5) non-interested Directors, including all three (3) independent Directors of the Company (the “**Independent Directors**”), voted in favour of the resolution.

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.

Although the proposed entry into the Promotion Services Agreement constitutes an interested person transaction under Chapter 9 of the Listing Manual, its transaction value does not meet the applicable thresholds for immediate announcement 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 PERSON

2.1 Relationship with the Interested Person

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 Kangda Medical. Kangda Medical in turn holds 100% of the equity interest in Haoda Medical. Accordingly, Haoda Medical is regarded as an associate of TPH and is therefore considered an "interested person" under Chapter 9 of the Listing Manual.

2.2 Corporate Information of the Interested Person

Name of the Interested Person : Zhongjian Haoda Medical Supply Chain Management Service (Tianjin) Co., Ltd. (众健浩达医疗供应链管理服务(天津)有限公司)

Type of Enterprise : Limited liability company (wholly owned by a legal person) (有限责任公司(法人独资))

Unified Social Credit Code : 9112010273036982XT

Date of Incorporation : 4 April 1988

Registered Capital : RMB3,307,200

Domicile : No. 1-3, Ganjiang Road, Wangdingdi Subdistrict, Nankai District, Tianjin (天津市南开区王顶堤街道淦江路1-3号)

Legal Representative : Mr. Chen Gang (陈刚)

Board of Directors / Sole Director : Mr. Chen Gang (陈刚)

Business Scope : **General items:** supply chain management services; technology intermediary services; information system integration services; conference and exhibition services (overseas exhibitions are subject to approval by the relevant authorities); online sales (excluding goods requiring a licence); market research (excluding foreign-related surveys); marketing planning; warehousing equipment leasing services; sale of intelligent warehousing equipment; wholesale of protective equipment for medical personnel; health consultancy services (excluding diagnosis and treatment services); domestic trade agency services; sale of non-medical masks for daily use; retail of protective equipment for medical personnel; software development; sale of labour protection products; sale of chemical products

(excluding chemical products subject to licensing); sale of specialty chemical products (excluding hazardous chemicals); sale of daily necessities; retail of household appliances; sale of daily-use chemical products; sale of general merchandise; sale of disinfectants (excluding hazardous chemicals); sale of instruments and meters; sale of laboratory analytical instruments; sale of knitted and textile products; wholesale of stationery; retail of stationery; sale of personal hygiene products; sale of hygiene products and single-use medical supplies; sale of motor vehicles; sale of office supplies; retail of cosmetics; wholesale of cosmetics; sale of optical instruments; wholesale of kitchenware, sanitary ware and sundry daily-use goods; sale of specialised environmental monitoring instruments and meters; sale of environmental emergency testing instruments and meters; sale of optical glass; sale of specialised labour protection products; leasing of non-residential real estate; general goods warehousing services (excluding hazardous chemicals and other items requiring licences or approvals); cold storage (excluding hazardous chemicals and other items requiring licences or approvals); sale of solid waste testing instruments and meters; sale of water pollutant monitoring and testing instruments and meters; sale of ecological and environmental monitoring and testing instruments and meters; sale of air pollution monitoring and testing instruments and meters; and sale of daily-use glass products. (Except for items that are subject to approval in accordance with applicable laws and regulations, business activities may be undertaken at the company's own discretion in accordance with law on the basis of its business licence.)

Licensed items: internet information services relating to medical devices; Class II value-added telecommunications services; international road freight transportation; and sale of disinfection equipment. (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 relevant approval documents or licences issued by the relevant authorities.)

2.3 Key Financial Information

The key financial information of Haoda Medical is set out below:

Items	As at 31 December 2025 (audited) (RMB'000)	As at 30 June 2026 (unaudited) (RMB'000)
Total assets	3,533.8	3,523.2
Total liabilities	168.4	168.2
Net assets	3,365.4	3,355.0
Items	January to December 2025 (audited) (RMB'000)	January to June 2026 (unaudited) (RMB'000)
Revenue	-	-
Net profit/(loss)	86.4	(10.4)
Debt-to-asset ratio	4.77%	4.77%

3. BASIS OF PRICING

The service fees under the Promotion Services Agreement were determined through negotiations between the parties, taking into account various factors and with reference to the prevailing market rates for comparable services in Tianjin, on the basis that such fees shall not exceed the fair market rates charged by independent third parties for comparable services during the same period.

4. PRINCIPAL TERMS OF THE PROMOTION SERVICES AGREEMENT

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

5. RATIONALE FOR, AND IMPACT OF, THE PROPOSED ENTRY INTO THE PROMOTION SERVICES AGREEMENT

To meet its business development needs, the HTID Branch sought to identify a suitable service provider for new media promotion services. Haoda Medical has extensive experience in the online promotion of products within the relevant product category and has established a system for new media advertising placement and operations. It also possesses substantial practical experience in promoting similar products, together with an in-depth understanding of the media preferences of target customer groups, content dissemination strategies and traffic conversion mechanisms. In addition, Haoda Medical has a well-established team with strong execution and risk management capabilities, enabling it to meet the promotional objectives for the products of the HTID Branch. Accordingly, following a comprehensive assessment, the HTID Branch proposes to engage Haoda Medical as the service provider for such services.

The proposed entry into the Promotion Services 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 Proposed entry into the Promotion Services 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 Kangda Medical. Kangda Medical in turn holds 100% of the equity interest in Haoda Medical. Consequently, Haoda Medical is regarded as an associate of TPH and is therefore considered an "interested person" under Chapter 9 of the Listing Manual.

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

The aggregate service fees payable by the HTID Branch to Haoda Medical shall not exceed RMB5 million (inclusive of tax) (being the amount at risk to the Company), representing approximately 0.07% 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 set out below, with an aggregate transaction value of no more than RMB137 million, representing approximately 1.95% of the Group's latest audited NTA of RMB7,013,306,000 as at 31 December 2025:

- (a) the entry into an annual distribution agreement (the "**Annual Distribution Agreement**") with Taiping Medicine and Tianjin Zhongxin Medicine Co., Ltd. (天津中新医药有限公司) ("**TJZX Medicine**") (as announced by the Company on 7 August 2026), with a transaction value of not more than RMB113 million, representing approximately 1.61% of the Group's latest audited NTA;
- (b) the entry into a warehousing and logistics cooperation agreement (the "**Warehousing and Logistics Cooperation Agreement**") with Taiping Medicine (as announced by the Company on 7 August 2026), with a transaction value of not more than RMB19 million, representing approximately 0.27% of the Group's latest audited NTA; and
- (c) the proposed entry into the Promotion Services Agreement with Haoda Medical, with a transaction value of not more than RMB5 million, representing approximately 0.07% of the Group's latest audited NTA.

Accordingly, although the proposed entry into the Promotion Services Agreement constitutes an interested person transaction under Chapter 9 of the Listing Manual, it does not trigger the immediate announcement or shareholders' approval requirements under Rules 905 and 906 of the Listing Manual, respectively.

6.2 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 and (ii) the proposed entry into the Promotion Services 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 RMB623,513,000, representing approximately 8.89% of the Group's latest audited NTA of RMB7,013,306,000 as at 31 December 2025.

7. 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 RMB24,896,100, representing approximately 0.35% of the Company's latest audited net assets attributable to equity holders of the Company;
- (b) the entry into the Annual Distribution Agreement with Taiping Medicine and TJZX Medicine, with a transaction value of not more than RMB113 million, representing approximately 1.59% of the Company's latest audited net assets attributable to equity holders of the Company; and
- (c) the 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 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 (i) with TPH, its subsidiaries and/or associated companies, or (ii) with different related parties involving related transaction subjects within the same transaction category.

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

8.1 Special Meeting of Independent Directors

On 28 October 2026, the Company convened the 4th 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 Promotion Services Agreement, which constitutes an interested person transaction:

- (a) Haoda Medical 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) shall abstain from voting on the resolution approving the proposed entry into the Promotion Services Agreement;
- (b) the proposed entry into the Promotion Services 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 Promotion Services 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 Promotion Services Agreement to the FY2026 9th Board Meeting for consideration.

8.2 Board Meeting

On 29 October 2026, the Company convened the FY2026 9th Board Meeting, at which the Board considered and approved, among others, the proposed entry into the Promotion Services 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 Promotion Services 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 Promotion Services 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
30 October 2026

APPENDIX

PRINCIPAL TERMS OF THE PROMOTION SERVICES AGREEMENT

《新媒体宣传服务协议》的主要条款

In this Appendix, references to “this Agreement” are to the Promotion Services Agreement.

Parties : (a) Party A (Engaging Party): Tianjin Pharmaceutical Da Ren Tang Group Corporation Limited, Health Technology Industry Development Branch
协议方 甲方（委托方）：津药达仁堂集团股份有限公司健康科技产业发展分公司

(b) Party B (Service Provider): Zhongjian Haoda Medical Supply Chain Management Service (Tianjin) Co., Ltd.
乙方（被委托方）：众健浩达医疗供应链管理服务（天津）有限公司

(collectively, the “**Parties**” and each, a “**Party**”).

Scope of Services : (1) Organising promotional activities at designated outlets, including designing promotional plans and brand identifiers, and displaying advertising and promotional materials; and
服务项目 在指定终端组织宣传活动，包括设计宣传方案、品牌标识物、布置广告宣传物等；

(2) Disseminating information and providing services to users using digital technologies, through channels such as computer networks and satellites, and terminal devices such as computers and mobile phones.
利用数字技术，通过计算机网络、卫星等渠道及电脑、手机等终端，向用户提供信息和服务的传播形态。

Geographical Scope : The geographical scope within which Party B carries out the services specified under “Scope of Services” above shall be the entire municipality of Tianjin.
地域范围 乙方开展第一条业务的地域范围为天津市全域。

Service Term : The term of this Agreement shall commence on the date of its execution and end on 31 December 2026. Upon expiry of this Agreement, if Party B has duly and fully performed its obligations under this Agreement to Party A's satisfaction, and Party A intends to continue outsourcing the services covered by this Agreement, Party B shall have a preferential right to renew this Agreement on equal terms. In any event, whether this Agreement will be renewed upon its expiry shall be subject to separate negotiations between the Parties.
服务期限

合同服务期限为自签署之日起至 2026 年 12 月 31 日。合同期满，乙方全面适当履行本合同义务，达到甲方预期，且甲方欲继续外包本合同服务项目的，在同等条件之下，乙方享有优先续约的权利。合同期满，双方另行协商是否续签合同。

- Service Content** : (1) Displaying event posters, banners, promotional stickers and other materials at prominent locations in the designated outlets to publicise event information;
服务内容 在指定终端显眼位置张贴活动海报、横幅、爆炸贴等活动信息告知;
- (2) Disseminating event information through SMS messages sent to members of the designated outlets;
利用指定终端会员短信进行活动信息告知;
- (3) Using platforms such as mobile applications and mini programmes to assist Party A in editing and integrating its corporate information, product information, academic information and other relevant information into various forms of content, including clinical cases, reports, articles, news and information updates, and videos, and publishing such content on designated platforms for the targeted dissemination of academic information; and
使用 APP、小程序等载体以帮助甲方将自身的企业信息、产品信息、学术信息等进行编辑整合,融入到病例、报告、文章、资讯、视频等丰富多样的内容中,并发布在指定载体上,进行精准的学术信息传播;
- (4) Categorising, compiling, analysing and evaluating the promotional activities undertaken during each 30-day reporting cycle, submitting satisfactory data or reports to Party A in a timely manner, and providing reasonable opinions and recommendations.
乙方以 30 天为一提报周期,将该期间的宣传情况分类整理、分析、研判,按时向甲方提交合格的数据或报告,并提出合理意见、建议。
- Service Fees** : (1) Subject to Party B's full completion, during the term of this Agreement, of the services assigned by Party A as stipulated in this Agreement, the service fees budgeted by Party A for payment to Party B shall not exceed RMB5 million (inclusive of tax), comprising RMB4,716,981 exclusive of tax and value-added tax of RMB283,019 at a rate of 6%. The actual service fees payable shall be determined based on the services inspected and accepted by Party A.
服务费用 本合同期限内,乙方全面完成甲方下达的合同条款约定的服务项目,甲方预算给乙方的服务费用为不超过含税人民币 5,000,000 元(大写:伍佰万圆整),不含税金额 4,716,981 元,税率 6%,税额 283,019 元,具体支付费用根据甲方验收通过事项确定。
- (2) Party B shall submit the relevant supporting documents for the services to Party A within 30 working days after the end of the agreed service term.
乙方应于约定服务期结束之后的 30 个工作日内向甲方提交相关服务支持文件。
- (3) The service fees and payment standards shall be implemented in accordance with this Agreement. The supporting documents for the services submitted by Party B and inspected and accepted by Party A

shall serve as the basis for the settlement and payment of the service fees.

服务费用及支付标准按本协议约定执行。费用结算，以乙方提交的经甲方验收通过的服务支持文件为支付依据。

- (4) Party A shall pay Party B the corresponding service fees in accordance with the relevant provisions under "Service Fees", provided that Party B has completed the services as required by Party A, such services have been inspected and accepted by Party A, and the relevant requirements under this Agreement have been satisfied.

在乙方按甲方要求完成服务并经甲方验收通过且满足本协议相关约定的基础上，甲方将根据本条相关约定支付乙方相应的服务费。

- (5) The Parties shall settle the service fees after the end of the service term. For this purpose, Party B shall, after the end of the service term, summarise the services provided and the total service fees by project and submit a payment request to Party A. Party B shall issue genuine, lawful and valid value-added tax invoices for amounts corresponding to the service fees under the category of "Production and Living Services – Business Promotion Expenses" or other applicable categories. Failing this, Party A shall not be liable for any breach of contract or delay in payment under this Agreement. If any tax-related issues arise in respect of the invoices issued by Party B, Party B shall be liable for civil compensation. Where the business activities under this Agreement become subject to a tax investigation, Party B shall notify Party A and cooperate with such investigation.

甲乙双方在服务期结束后进行服务费结算。乙方在服务期结束后按照项目汇总服务内容和服务费总金额，向甲方申请支付费用。乙方应按照*生产生活服务*业务宣传费等开具真实、合法、有效、等额的增值税发票，否则甲方不承担本合同项下任何违约及延迟付款的责任。乙方提供的发票出现税务问题时，乙方应承担民事赔偿责任。本合同项下的业务涉及税务调查，乙方有义务通知甲方并配合调查。

Rights and Obligations of the Parties : (1) Rights and Obligations of Party A

双方的权利义务

甲方的权利和义务

Party A shall have the following rights and obligations:

- (a) to conduct spot checks on Party B's performance of its contractual obligations from time to time;
- (b) to obtain from Party B relevant materials, including service deliverables, service documentation, service data and service reports;
- (c) to independently evaluate Party B's service attitude and service effectiveness;

- (d) to convene and organise Party B's participation in necessary business seminars, exchange sessions and review meetings;
- (e) to require Party B to rectify any unlawful conduct or breach of this Agreement, and to impose appropriate sanctions on Party B in respect thereof;
- (f) to refuse payment of the relevant fees if Party B engages in any unlawful conduct, breach of discipline or other improper conduct in performing this Agreement, or if any service deliverables, service documentation, service data, service reports or other information or materials submitted by Party B are false, fabricated, plagiarised, infringing, erroneous or otherwise defective;
- (g) to duly and fully perform its obligations under this Agreement and to settle the service fees payable to Party B in a timely manner;
- (h) to provide necessary assistance and cooperation to Party B in the performance of Party B's obligations under this Agreement;
- (i) to impose service requirements on Party B in a fair and reasonable manner and not to require Party B to provide any services in violation of applicable laws or regulations; and
- (j) not to suspend or terminate this Agreement without cause.

（1）适时抽查乙方履约情况；（2）获得乙方服务成果、服务资料、服务数据、服务报告等资料；（3）独立评判乙方服务态度、服务效果；（4）召集、组织乙方参加必要的研讨、交流、总结活动会议；（5）纠正、惩戒乙方的违法、违约行为；（6）如乙方在履行本合同过程中存在违法违纪或其他不当行为，或乙方提交的服务成果、服务资料、服务数据、服务报告等信息、资料存在虚假、伪造、剽窃、侵权、错误等情形，甲方可以拒绝支付相关费用；（7）全面适当履行本合同义务，及时结算乙方服务费用；（8）为乙方履行本合同义务提供必要的协助和配合；（9）公正合理的向乙方提出服务要求，不得要求乙方提供违法违规服务；（10）不得无故中止、解除本合同；

(2) Rights and Obligations of Party B

乙方的权利和义务

Party B shall have the following rights and obligations:

- (a) to independently carry out the business activities contemplated under this Agreement in accordance with law;
- (b) to refuse any service requirements imposed by Party A that contravene applicable laws or regulations;

- (c) to receive the service fees settled and paid by Party A and, for the purpose of performing its obligations under this Agreement, to decide at its own discretion how to use such fees, provided that such fees shall not be used for any activities in violation of applicable laws and regulations, and in particular shall not be used for commercial bribery;
- (d) to attend business seminars, exchange sessions and review meetings, as well as quarterly and annual work meetings, convened and organised by Party A;
- (e) to require Party A to provide necessary assistance and cooperation and to claim compensation for any breach of this Agreement by Party A;
- (f) not to create any mortgage, security interest or other encumbrance over the service project under this Agreement without Party A's prior written consent;
- (g) to conduct its business activities and provide services in strict compliance with applicable laws, regulations and the terms of this Agreement, and not to perform its obligations under this Agreement through any unlawful, non-compliant or otherwise improper means;
- (h) to ensure that the service processes, service methods and service deliverables are genuine, accurate, complete, error-free and lawful, and to report to Party A and deliver to Party A relevant materials, including service deliverables, service documentation, service data and service reports, on a regular basis;
- (i) not to conduct any business or engage any personnel in the name of Party A; to pay its employees' remuneration and benefits in full and in a timely manner; and not to prejudice or interfere with Party A's rights and interests, or cause Party A to be subject to any claims or proceedings, as a result of Party B's business operations, employment arrangements or other activities; and
- (j) to bear all costs, risks, liabilities and expenses arising from the performance of its obligations under this Agreement, and not to bring any claim against Party A in respect thereof.

（1）依法自主自主开展本合同项下的业务；（2）拒绝甲方违法、违规服务要求；（3）获得甲方结算的服务费，为履行本合同义务之目的，可自主决定服务费用的使用，但不能用于违反法律法规的活动，尤其不能用于商业贿赂活动；（4）参加甲方召集、组织的业务研讨、交流、总结会议和季度、年度工作会议；（5）要求甲方提供必要协助、配合的权利，以及提出违约赔偿的权利；（6）未经甲方书面许可，不得以本合同服务项目设定抵押、担保等任何权利限制；（7）乙方务必依

法、依规、依约开展业务、提供服务，不得以任何违法违规或任何不正当的手段履行本合同项下的义务；（8）乙方确保服务过程、服务方法、服务成果真实、准确、完整、无误、合法，并应当定期向甲方汇报、交付服务成果、服务资料、服务数据、服务报告等资料；（9）不得以甲方名义从事任何业务，不得以甲方名义雇请工作人员，及时足额兑付员工薪酬、福利，不得因业务、用工等影响、妨碍甲方权益，或使甲方遭受追诉；（10）承担履行本合同项下义务产生的一切成本、风险、责任费用，不得因此向甲方追诉、索赔。

Compliance Requirements for Promotional Activities
合规推广的要求

: (1) In performing this Agreement, the Parties shall comply with the applicable laws and regulations of the People's Republic of China (the "PRC"). In particular, promotional activities for the products under this Agreement shall strictly comply with the applicable laws, administrative regulations, and codes of conduct and guidelines generally applicable in the industry, including but not limited to the PRC Anti-Unfair Competition Law, the PRC Anti-Monopoly Law, the RDPAC Code of Practice, and any other relevant laws, administrative regulations and industry guidelines;

双方履行本协议约定内容时，应遵守所适用中国法律和法规，特别是本协议下产品的促销宣传活动应严格遵守法律、行政法规以及行业内普遍适用的行为准则和行业指引，包括但不限于中国反不正当竞争法、中国反垄断法、RDPAC 推广行为准则以及任何其他相关法律、行政法规和行业指引；

(2) All promotional activities and marketing materials of the Parties under this Agreement shall be conducted or prepared (as the case may be) in accordance with the PRC drug marketing authorisation and the relevant laws and regulations governing drug advertising and promotion; and 双方本协议下的所有促销宣传、宣传推广资料应按照中国药品上市许可准备以及法律法规对药品宣传的相关要求；

(3) Party B shall comply with the prevailing PRC laws and regulations in carrying out promotional activities and shall bear the corresponding legal liability for its conduct in planning such activities. If Party B causes any loss to Party A, Party B shall be liable to compensate Party A for such loss and shall also be responsible for taking measures to eliminate any adverse impact arising therefrom.

乙方在促销宣传过程中应遵守中国现行法律法规，对其在策划宣传过程中的行为承担相应法律责任，给甲方造成损失的应承担损害赔偿责任，同时承担消除不良影响义务。

Liability Breach
违约责任

for : (1) A Party which fails to perform its obligations under this Agreement, or whose performance does not conform to this Agreement, shall bear liability for breach of contract, including continuing performance, taking remedial measures or compensating for losses;

一方不履行合同义务或者履行合同义务不符合约定的，应当承担继续履行、采取补救措施或者赔偿损失等违约责任；

- (2) The defaulting Party shall compensate the non-defaulting Party for economic losses suffered and the costs incurred in pursuing liability for breach of contract, enforcing performance of this Agreement and protecting its rights and interests, including but not limited to travel expenses, accommodation and meal expenses, legal fees, evidence collection expenses and postage expenses; and
违约方应赔偿守约方的经济损失以及追究违约责任、督促履行合同而支付的包括但不限于差旅费、食宿费、律师费、取证费、邮寄费等维权成本;
- (3) Where Party A terminates this Agreement in accordance with its terms, Party A shall not be required to make up any shortfall in Party B's average monthly service fees.
甲方依据本合同约定解除合同的，无需补足乙方月均服务费差额。