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 WAREHOUSING AND LOGISTICS COOPERATION 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 an annual distribution agreement (the "**Annual Distribution 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 Warehousing and Logistics Cooperation Agreement with Taiping Medicine for a term commencing on the date of its execution and ending on 30 June 2028, pursuant to which the aggregate fees payable shall not exceed RMB19 million.

- The proposed entry into the Warehousing and Logistics Cooperation 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.

- The proposed entry into the Warehousing and Logistics Cooperation Agreement is not subject to Shareholders' approval.

1. OVERVIEW

The existing third-party warehousing services agreement entered into by the Company through its Health Technology Industry Development Branch (健康科技产业发展分公司) (the "**HTID Branch**") is due to expire. In view of its business development needs, and with a view to securing better services, reducing costs and improving operational efficiency, the Company, through its

HTID Branch, proposes to engage Tianjin Pharmaceutical Group Taiping Medicine Co., Ltd. (津药太平医药有限公司) ("**Taiping Medicine**") to provide warehousing and related services, and to enter into a warehousing and logistics cooperation agreement (委托储存三方物流合作协议) (the "**Warehousing and Logistics Cooperation Agreement**") with Taiping Medicine. The aggregate fees payable under the Warehousing and Logistics Cooperation Agreement shall not exceed RMB19 million, representing approximately 0.27% of the Group's latest audited net tangible assets ("**NTA**") of RMB7,013,306,000 as at 31 December 2025. The Warehousing and Logistics Cooperation Agreement will have a term commencing on the date of its execution and ending on 30 June 2028.

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. Consequently, Taiping 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 Warehousing and Logistics Cooperation 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**").

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 and Taiping 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

[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.

the Warehousing and Logistics Cooperation 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 Warehousing and Logistics Cooperation 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 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. Accordingly, Taiping 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 Person

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.

2.3 Key Financial Information of the Interested Person

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)	As at 30 June 2026 (unaudited)

	(RMB'000)	(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%

3. BASIS OF PRICING

The pricing terms under the Warehousing and Logistics Cooperation Agreement were determined through arm's length negotiations between the parties, having regard to prevailing market rates for third-party warehousing services in the pharmaceutical industry in Tianjin and the pricing levels under the previous arrangement with the external service provider. The agreed pricing terms are based on the principle that the fees payable shall not exceed the prevailing fair market rates for comparable services.

4. PRINCIPAL TERMS OF THE WAREHOUSING AND LOGISTICS COOPERATION AGREEMENT

The principal terms of the Warehousing and Logistics Cooperation Agreement are set out in the **Appendix** to this announcement.

5. RATIONALE FOR, AND IMPACT OF, THE PROPOSED ENTRY INTO THE WAREHOUSING AND LOGISTICS COOPERATION AGREEMENT

The existing third-party warehousing services agreement entered into by the Company through its HTID Branch is due to expire. In view of its business development needs, and with a view to securing better services, reducing costs and improving operational efficiency, the Company, through its HTID Branch, proposes to engage a new warehousing services provider. The principal business activities of Taiping Medicine include third-party pharmaceutical warehousing, pharmaceutical storage and transportation and supply chain services. It is therefore able to provide the HTID Branch with relatively stable warehousing services. In addition, Taiping Medicine's warehousing facilities are located in close proximity to the Company's production base, which will shorten the transportation distance for finished products and is expected to reduce transportation costs.

The proposed entry into the Warehousing and Logistics Cooperation 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 Warehousing and Logistics Cooperation 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. Consequently, Taiping 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 Warehousing and Logistics Cooperation Agreement constitutes an interested person transaction under Chapter 9 of the Listing Manual.

The aggregate fees payable under the Warehousing and Logistics Cooperation Agreement shall not exceed RMB19 million (being the amount at risk to the Company), representing approximately 0.27% 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 Tianjin Zhongxin Medicine Co., Ltd. (天津中新医药有限公司) (“**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 Warehousing and Logistics Cooperation 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 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,

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 WAREHOUSING AND LOGISTICS COOPERATION 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 Warehousing and Logistics Cooperation Agreement, which constitutes an interested person transaction:

(a) Taiping 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 Warehousing and Logistics Cooperation Agreement;

(b) the proposed entry into the Warehousing and Logistics Cooperation 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 Warehousing and Logistics Cooperation 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 Warehousing and Logistics Cooperation 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 Warehousing and Logistics Cooperation 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 Warehousing and Logistics Cooperation 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 Warehousing and Logistics Cooperation 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 WAREHOUSING AND LOGISTICS COOPERATION AGREEMENT
《委托储存三方物流合作协议》的主要条款

Parties 协议方	:	(a) Party A (Entrusting Party): Health Technology Industry Development Branch of Tianjin Pharmaceutical Da Ren Tang Group Corporation Limited (b) Party B (Entrusted Party): Taiping Medicine (Party A and Party B, collectively, the "**Parties**") 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 乙方（被委托方）：津药太平医药有限公司
Definitions （一）相关定义	:	(1) **Products**: The "Products" entrusted under the Warehousing and Logistics Cooperation Agreement means the scope of products for entrusted storage as mutually agreed between the Parties, comprising products falling within the common scope of business specified in the Pharmaceutical Distribution Licences (《药品经营许可证》) of both Parties, excluding any products the entrusted storage of which is prohibited by applicable laws and regulations. 1、商品：本协议委托的"商品"是指甲、乙双方共同确认被委托的商品范围。具体包括以下：甲、乙双方《药品经营许可证》相同的经营范围，法律法规禁止委托储存的除外。 (2) **Entrusted Storage**: "Entrusted Storage" means that Party B shall, in accordance with Party A's outbound delivery documents, move the pharmaceutical products entrusted by Party A for storage to the location agreed between the Parties (generally, the loading dock of the warehouse) within the prescribed time period and complete the handover procedures in respect thereof. Such handover shall include, without limitation, the simultaneous transfer of the relevant documents, products, drug inspection documentation and other documentation required to accompany the products, and shall be completed upon final written acknowledgement by the authorised representatives of the Parties. 2、委托储存：乙方根据甲方出库单据的要求将甲方委托储存的药品在规定时限放到双方约定的地点（一般仓库月台）并进行交接，包括不仅限单据、货物、药检等货票同行手续一并移交，通过最终签字确认。
Term （二）协议期限	:	The Warehousing and Logistics Cooperation Agreement shall have a term commencing on the date of its execution and ending on 30 June 2028. Unless either Party raises any objection at least seven (7) days prior to its expiry, the Warehousing and Logistics Cooperation Agreement shall be automatically renewed for a further term of three (3) years. The terms of such renewal, including the applicable pricing terms, shall be agreed between the Parties having regard to the then prevailing market conditions

Disclaimer: *The English version of the principal terms of the Warehousing and Logistics Cooperation 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.*

and set out in a separate renewal agreement to be entered into between the Parties.
协议期限为：自签署之日起至 2028 年 6 月 30 日止，协议到期 7 日前经双方无异议，如无异议自动续期三年，续签条款以双方订立的续签协议为准，根据市场行情价格双方商议确定。

Scope of Services
（三）服务内容
: The scope of cooperation between the Parties is limited to warehousing-related services and the coordination and handover between warehousing and delivery. Party B shall not be directly responsible for delivery, which shall be carried out by Party A's designated delivery service provider in accordance with the agreed arrangements.
合作范围约定：乙方仅提供仓储相关服务和仓储与配送衔接、交接工作，不直接负责配送，按照约定应由甲方供应商负责配送。

(1) Party B shall provide storage services for the Products and shall, within the prescribed time period, move the Products to the location agreed between the Parties (generally, the loading dock of the warehouse) and complete the relevant handover procedures.
1、乙方提供商品的储存服务，乙方负责将甲方商品在在规定时限放到双方约定定的地点（一般仓库月台）并进行交接。

(2) Following the execution of the Warehousing and Logistics Cooperation Agreement by the Parties, Party A shall be responsible for liaising with the relevant local drug regulatory authority and completing the required filing in respect of the Products entrusted for storage. The entrusted storage arrangement between the Parties may only be established upon completion of such filing.
2、在甲乙双方签订本协议后，甲方负责与当地药品监督管理部门的对接，完成委托商品在当地药品监督管理部门的备案，完成备案后，双方才能建立委托储存关系。

(3) Storage Services
3、商品的储存服务

Scope of Products Entrusted for Storage:
甲方委托储存范围：

Addresses of Party B's Warehouses: (i) Building B, 5 Tengda Road, Beichen District, Tianjin; (ii) 12 Luoping Road, Nankai District, Tianjin; (iii) 11 Luoping Road, Nankai District, Tianjin; and (iv) Floors 1 and 2 of Warehouse No. 5 within the premises of Taiping Medicine at Qingguang Village, Beichen District, Tianjin.
乙方仓库地址：天津市北辰区腾达道 5 号 B 座，天津市南开区罗平道 12 号，天津市南开区罗平道 11 号，天津市北辰区青光村北津药太平医药有限公司院内 5 号库 1、2 层

Warehousing Facilities to be Provided by Party B: Modern pharmaceutical logistics warehouses that comply with the applicable Good Supply Practice ("**GSP**") requirements.

Disclaimer: *The English version of the principal terms of the Warehousing and Logistics Cooperation 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.*

乙方为甲方提供的库房：符合 GSP 标准要求的现代医药物流仓库

Warehouse Conditions: Party B's warehouses shall comply with and be duly certified under the applicable national GSP standards, satisfy Party A's requirements for the storage of pharmaceutical products and its business development needs, and comply with applicable safety and fire protection requirements.
乙方仓库条件：应符合国家 GSP 标准并认证通过，符合甲方药品存储要求，满足甲方业务发展需要，同时达标安全消防规范要求。

(4) In respect of the Products entrusted by Party A to Party B for storage, all risks of damage to or loss of the Products prior to receipt by Party B shall be borne by Party A. Following receipt by Party B, Party B shall be responsible for any loss arising from improper storage or safekeeping on its part. Upon completion of the handover of the Products to Party A's delivery service provider in accordance with Party A's instructions, Party B shall cease to bear any responsibility for the quality of the Products.
4、甲方委托乙方储存的商品，在乙方收货前，一切毁损灭失风险均由甲方承担；收货后乙方保管不善造成的损失由乙方承担；经甲方需求交接给甲方配送供应商完成后，乙方不再承担任何与商品有关的质量责任。

(5) Party B shall be responsible for the scanning and uploading (including any required authorisation) of traceability information in connection with the inbound and outbound movements of the relevant Products. Party B shall conduct a monthly inventory count of the Products entrusted by Party A for storage and ensure that the inventory records correspond with the physical inventory.
5、乙方负责甲方追溯品种的入库、出库扫码及上传（授权）工作，乙方每月对甲方委托储存商品盘存，保证账、货相符。

(6) Party B shall be responsible for handling sales returns of the Products. In accordance with Party B's return standards and operating procedures, and upon receipt of a sales return notice issued by Party A, Party B shall process the relevant sales return procedures. Products which pass inspection shall be transferred to the inventory of qualified products. In respect of non-conforming products, Party B shall promptly notify Party A and cooperate with Party A in arranging the relevant return to supplier or reporting and destruction procedures, as appropriate.
6、乙方负责配送商品的销售退回工作，按照乙方的退货标准和操作流程，由甲方出具的销售退回通知单，乙方办理销售退回手续。验收合格转入合格品库，不合格品根据实际情况及时通知甲方并协同甲方办理采购退出或者报损销毁。

(7) In the event of any quality enquiry or complaint, adverse reaction, refusal to accept delivery or request for return raised by any customer of Party A in respect of the Products, Party B shall notify Party A by

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telephone or email, and Party A shall be responsible for handling the relevant matter.

7、对于甲方客户提出的有关质量查询、质量投诉、商品不良反应和拒收或要求退回的情况，乙方以电话或邮件形式通知甲方，由甲方负责处理。

Fees and Settlement
（四）结算收费标准 :

(1) Party A shall settle and pay fees to Party B in accordance with the fee schedule agreed under the Warehousing and Logistics Cooperation Agreement. The standard fee schedule sets out the applicable charges for warehousing and storage services, and operational handling services. For the period from the date of execution of the Warehousing and Logistics Cooperation Agreement to 30 June 2028, the aggregate fees payable are expected not to exceed RMB19 million.

1、甲方应按本协议约定的收费标准向乙方结算费用，其中包含：标准报价单为仓储储存费和操作动作收费标准。自协议签署日至 2028 年 6 月 30 日，预计仓储费不超过 1900 万。

(2) All fees shall be settled on a monthly basis. Party B shall provide Party A with a fee settlement statement for the preceding month (the "**Fee Settlement Statement**") by the 10th day of each month. Party A and Party B shall complete the reconciliation process within five (5) business days, including confirmation of the quantities of Products received into and released from storage, the quantities of returned or exchanged Products and the corresponding fees. Upon confirmation that the Fee Settlement Statement is accurate, it shall be signed by the authorised representatives of both Parties and affixed with their respective company seals in two (2) counterparts, with each Party retaining one counterpart. Party B shall issue a special value-added tax invoice to Party A based on the Fee Settlement Statement, and Party A shall make payment to Party B within seven (7) business days after receipt of such invoice.

2、所有费用按照月度结算，乙方在每月 10 日前向甲方提供上月的《费用结款表》，甲方在 5 个工作日内与乙方完成对账，确认出入库与退换货数量及费用金额。《费用结款表》内容核对无误后，经双方委托人员签字并加盖公章，一式两份，双方各执一份。乙方根据结款表向甲方开具增值税专用发票，甲方应在收到发票之日起 7 个工作日内向乙方付款。

(3) Any value-added tax invoice or supporting document for payment provided by Party B to Party A shall comply with applicable tax laws and regulations. If Party A suffers any loss as a result of any special value-added tax invoice or supporting document for payment provided by Party B failing to comply with applicable tax requirements, Party B shall bear the relevant legal liability and compensate Party A for the corresponding economic losses.

3、乙方提供给甲方的增值税发票或费用支付凭证应符合税法规定，因提供的增值税专用发票或费用支付凭证不符合税务规定给甲方造成的损失，由乙方承担由乙方承担相关法律责任并赔偿相应经济损失。

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Rights and Obligations of the Parties :
（五）双方的权利义务

(1) Rights and Obligations of Party A
1、甲方的权利和义务

(a) Party A shall ensure that the Products delivered to Party B for storage comply with the applicable national statutory quality standards and are free from any quality defects. Upon execution of the Warehousing and Logistics Cooperation Agreement, the Parties shall separately enter into a quality assurance agreement, which shall form an appendix to the Warehousing and Logistics Cooperation Agreement.
（1）甲方保证交付给乙方储存的商品符合国家法定质量标准，无任何质量问题。签订本协议时，双方将另行签订《质量保证协议》作为本协议的附件。

(b) Party A shall prepare the relevant purchase orders in the system in advance and, prior to the arrival of the Products at Party B's warehouse, transmit to Party B through the system the relevant information relating to the Products entrusted to Party B for storage, including the product names, types, specifications, quantities and quality information.
（2）甲方应提前在系统中做好采购订单，同时在商品运抵乙方前，将本次委托乙方储存商品的品名、品种、规格、数量、质量等事项通过系统传给乙方。

(2) Rights and Obligations of Party B
2、乙方的权利和义务

(a) Party B shall be a legal entity duly established in accordance with applicable laws and regulations of the People's Republic of China and shall possess all qualifications and licences required to provide the services contemplated under the Warehousing and Logistics Cooperation Agreement.
（1）乙方应为符合国家有关法律、法规规定的且具有提供本协议约定服务资质的法人。

(b) Party B shall provide Party A with storage services in compliance with the Good Supply Practice for Pharmaceutical Products (《药品经营质量管理规范》), including receipt, inspection and acceptance, storage, maintenance, outbound verification, coordination of transportation, sales returns and returns to suppliers. Party B shall also provide Party A with all relevant records generated in connection with the foregoing activities.
（2）乙方向甲方提供符合《药品经营质量管理规范》的储存服务，包括收货、验收、储存、养护、出库复核、运输协同、销售退回、采购退出等环节。同时向甲方提供上述环节产生的各项工作记录。

(c) Party B shall be responsible for the inbound processing and preparation for outbound delivery of Party A's Products upon their

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arrival at Party B’s warehouse. In carrying out handling, stacking and other operations, Party B shall strictly comply with the handling and storage requirements specified on the outer packaging of the Products. During storage, Party B shall implement appropriate measures for fire prevention, waterproofing, moisture prevention, theft prevention, ventilation, pest control and rodent control to ensure the safety of Party A’s Products.
（3）乙方负责甲方货物送到乙方仓库货物的商品入库、出库的备货工作。在搬运、堆垛等作业中均严格按照商品外包装的要求搬运、存放，在商品储存过程中采取防火、防水、防潮、防盗、通风、防虫、防鼠等措施，保证甲方商品的安全。

(d) Party B shall not be responsible for the collection of payments due to Party A, the maintenance of quality records for new product varieties, the qualification review of new suppliers or new downstream customers, or other related matters.
（4）乙方不负责甲方货款收取、新品种的质量档案、新的供货厂家和新的下游客户的资质审核等相关事宜。

Liability for Breach :
（六）违约责任

(1) Liability of Party A
1、甲方责任

(a) Party B shall be entitled to terminate the cooperation and the Warehousing and Logistics Cooperation Agreement, and to require Party A to bear liability for breach, if any of the following circumstances occurs:
（1）甲方有下列情形之一的，乙方可以终止合作，解除本协议，并有权要求甲方承担违约责任。

(i) Party A uses the services provided by Party B to engage in any illegal activities or activities detrimental to the public interest;
a. 甲方利用乙方提供的服务进行非法活动；损害公共利益的；

(ii) any Products of Party A constitute prohibited goods; or
b. 甲方货品为违禁品的；

(iii) any Products of Party A constitute dangerous goods and pose a risk to the personnel of Party B or the safety of its warehousing facilities.
c. 甲方货品为危险品并影响乙方人员、仓储公共安全的。

(b) Party A shall promptly notify Party B of any quality-related information concerning the Products. Where Party A is subject to supervisory sampling by the relevant drug regulatory authority, Party A shall promptly notify Party B. If any Product fails such sampling inspection, Party A shall, prior to the issuance of any penalty decision by the relevant drug regulatory authority, provide prior written notice of the relevant quality issue to Party B’s quality management department. Party A shall bear full responsibility for

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any loss suffered by Party B as a result of Party A's failure to provide such notification in a timely manner.

（2）甲方应及时将产品的质量信息告知乙方，甲方接受药监部门监督抽样时应及时通知乙方；在出现抽样不合格时必须在药监部门处罚决定书下达之前将产品质量问题预先书面告知乙方质量管理部，因甲方未及时告知造成乙方损失的，甲方应承担全部责任。

(2) Liability of Party B

2、乙方责任

(a) Following inspection, acceptance and receipt into storage of Party A's Products by Party B, if any such Products are lost due to any cause attributable to Party B, or are released from storage by Party B without authorisation and cannot be recovered, Party B shall compensate Party A in full based on the actual invoiced sales price of such Products, inclusive of tax. If the actual invoiced sales price cannot be determined, compensation shall be calculated based on Party A's purchase price, inclusive of tax. Party B shall also compensate Party A for all direct losses and foreseeable indirect losses arising therefrom, including, without limitation, loss of profits, loss arising from damage to brand reputation and losses arising from the loss of customers.

（1）甲方货物经乙方验收入库后，若因乙方原因发生灭失或乙方擅自出库，且无法追回的，乙方应按该货物实际销售开票价（含税）全额赔偿；实际销售开票价无法确定的，按甲方采购价（含税）赔偿；乙方并应赔偿甲方因此遭受的全部直接损失及可预见的间接损失（包括但不限于利润损失、品牌损失、客户流失损失）。

(b) Within thirty (30) business days from the date of execution of the Warehousing and Logistics Cooperation Agreement, Party B shall, in accordance with Party A's requirements, complete the integration of Party B's relevant information systems relating to warehousing, transportation and other related operations with Party A's business systems, including its ERP system, so as to satisfy the relevant business requirements and GSP requirements. If Party B fails to complete such system integration within the aforesaid period, Party B shall pay Party A liquidated damages for each day of delay at a rate equal to one per cent. (1%) of the service fees for the relevant month. If the delay exceeds fifteen (15) days, Party A shall be entitled to terminate the Warehousing and Logistics Cooperation Agreement unilaterally without incurring any liability, and Party B shall compensate Party A for all losses arising therefrom.

（2）以协议签订起 30 个工作日内，乙方负责按照甲方需求完成乙方的仓储、运输等相关的信息化系统与甲方业务系统如 ERP 的集成，从而来满足业务需求和 GSP 法规要求。乙方未在上述期限内完成系统集成的，每逾期一日向甲方按当月服务费的 1%支付违约金；逾期超过 15 日的，甲方有权单方解除本协议且不承担任何责任；乙方并应赔偿甲方因此遭受的全部损失。

(c) If Party B fails to carry out storage, maintenance, temperature and humidity control, pest and rodent control, fire safety management or other relevant activities in accordance with applicable GSP standards, or if any quality issue, contamination, deterioration, damage, write-off, regulatory action or recall of any Products arises as a result of improper management by Party B, Party B shall bear full liability for compensation. The amount of compensation shall be determined by reference to paragraph 2(a) above, and Party B shall also compensate Party A for all direct losses and foreseeable indirect losses arising therefrom.

（3）乙方未按 GSP 标准进行储存、养护、温湿度管理、虫鼠害防治、消防安全管理等，或因乙方管理不善导致药品发生质量问题、污染、变质、损毁、报损、监管处置、召回等的，乙方应承担全部赔偿责任；赔偿标准参照本条第（1）款约定执行，并应赔偿甲方因此遭受的全部直接损失及可预见的间接损失。

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