



Sinclair Pharma plc
Whitfield Court
30-32 Whitfield Street
London
W1T 2RQ

Strictly Private and Confidential

Huadong Medicine Co., Ltd.
No. 866 Moganshan Road
Hangzhou City
Zhejiang Province
People's Republic of China

16 July 2018

Dear Sirs

Sinclair Pharma plc ("Sinclair Pharma")

We understand that you may be interested in receiving information in order to evaluate making of an offer to acquire the entire issued and to be issued share capital of Sinclair Pharma (the "**Proposed Acquisition**").

In consideration of Sinclair Pharma agreeing to make available to you and your advisers certain financial and other information relating to Sinclair Pharma and its Group (as defined below), you hereby undertake to Sinclair Pharma in the terms set out in this letter.

1. Interpretation

1.1 The following expressions have the following meanings unless inconsistent with the context:

"Business Day"	a day that is not a Saturday, Sunday or public or bank holiday in England and Wales;
"China Grand"	China Grand Enterprises Inc.;
"Code"	the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel;
"Confidential Information"	(a) all information of whatever nature used in or otherwise relating to the business, customers or financial affairs of Sinclair Pharma or any member of its Group including information relating to trade secrets, know-how, ideas, computer systems and computer software, future

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projects, business development or planning, commercial relationships and negotiations, the marketing of goods or services (including customer names and lists, sales targets and statistics) which is made available (whether before or after the date of this letter) in any form or medium to you, your officers, employees, advisers or agents by Sinclair Pharma or any of its officers, employees, advisers or agents and includes all analyses, compilations, notes, studies, plans, memoranda or other documents which contain or otherwise reflect or is generated from such information; and

- (b) all information relating, directly or indirectly, to the Proposed Acquisition including the existence of the Proposed Acquisition, the existence and contents of this letter and the details of any negotiations as to the terms of the Proposed Acquisition between you and Sinclair Pharma or any member of Sinclair Pharma's Group, save to the extent contained in RIS announcements made by Sinclair Pharma or you before the date of this letter;

"Group"

in relation to any person, its Holding Companies, its Subsidiaries and the Subsidiaries of any of its Holding Companies from time to time ("**Holding Company**" and "**Subsidiary**" having the meanings set out in section 1159 Companies Act 2006, as amended and for the purposes of section 1159(1) a company (the first company) shall be treated as a member of another company if:

- (a) any of its subsidiaries is a member of that other company; or
- (b) any shares in that other company are held by a person acting on behalf of the first company or any of its subsidiaries; or
- (c) any shares in that other company are registered in the name of a person (or its nominee) by way of security or in connection with the granting of

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security over those shares in the first company));

"Panel"

the Panel on Takeovers and Mergers;

"Representative"

in respect of a company or entity, its directors, officers, employees, agents and advisers (including without limitation lawyers, accountants, consultants, bankers and financial advisers) and **"Representatives"** shall be construed accordingly; and

"RIS"

a service approved by the UK Financial Conduct Authority for the dissemination of regulatory news on behalf of listed or quoted companies and which appears on the register maintained by the UK Financial Conduct Authority

1.2 Any phrase introduced by the term **"include"**, **"including"**, **"in particular"** or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

1.3 References to persons will include individuals, bodies corporate, unincorporated associations and partnerships.

2. Confidential Information

2.1 You will treat and keep the Confidential Information as secret and confidential and will not, without Sinclair Pharma's prior written consent (which may be given on such terms as Sinclair Pharma considers appropriate), directly or indirectly, communicate or disclose, or allow to be communicated or disclosed, (whether in writing or orally or in any other manner) any Confidential Information to any other person other than to such of your and China Grand's Representatives and (subject to you having notified Sinclair Pharma and/or NM Rothschild & Sons Limited (**"Rothschild"**) of their identity in advance of any such communication or disclosure of Confidential Information to them) potential providers of finance (whether debt or equity) (**"Finance Providers"**) who need to know it strictly for the purposes of considering, evaluating or advising on the Proposed Acquisition and except as permitted by the terms of this letter.

2.2 You will not use the Confidential Information for any purpose other than considering, evaluating or advising on the Proposed Acquisition and, in particular, you will not use the Confidential Information for any competitive or commercial purpose.

2.3 You will not base any behaviour in relation to financial instruments (as defined in the Market Abuse Regulation (EU 596/2014) (**"MAR"**)) on the Confidential Information where such behaviour would amount to market abuse for the purposes of MAR.

2.4 You will keep all documentation and other papers and all discs, tapes and other media recording or storing the Confidential Information secure and in such a way so as to prevent unauthorised access by any third party. In particular, you will restrict access to the Confidential Information to those persons identified in **paragraph 2.1**. You will immediately notify Sinclair Pharma if you become aware that the Confidential Information has been communicated or disclosed to an unauthorised third party.

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- 2.5 Confidential Information will not include information (or such of it) which:
- 2.5.1 is publicly known at the time of its disclosure to you; or
 - 2.5.2 becomes publicly known following its disclosure to you (other than as a result of disclosure by you or any other person contrary to the terms of this letter); or
 - 2.5.3 is already properly and lawfully in your possession prior to its disclosure to you (as evidenced by your written records) free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 2.5.4 is independently developed by you or your Representatives without access to or use or incorporation of the Confidential Information (and which, on request, you can demonstrate to the reasonable satisfaction of Sinclair Pharma); or
 - 2.5.5 after it is first disclosed to you (as evidenced by your written records), you lawfully receive the information from a third party who does not owe Sinclair Pharma an obligation of confidence in relation to it.
- 2.6 You will ensure that your Representatives and Finance Providers to whom Confidential Information is to be made available are made fully aware of your obligations to us under this letter and you will ensure that such Representatives and Finance Providers observe and comply with the terms of this letter as if they were a party to it.
- 2.7 You acknowledge that some or all of the Confidential Information may be inside information for the purposes of the Criminal Justice Act 1993 ("CJA") and you should not deal in securities that are price-affected securities (as defined in CJA), encourage another person to deal in securities that are price affected securities or disclose inside information other than as permitted by the CJA until such information is made public.
- 2.8 You will not seek Confidential Information from, or discuss Confidential Information with, Sinclair Pharma or any representatives of Sinclair Pharma or Sinclair Pharma's Group or any of their respective advisers, customers or suppliers without the prior consent of Rothschild (save for any advisers notified to you by Rothschild as advising Sinclair Pharma or any other member of its Group specifically in connection with the Proposed Acquisition).
3. **Announcements and Permitted Disclosure**
- 3.1 You will not make, or procure to be made or solicit or assist any person to make, any announcement of the Proposed Acquisition without Sinclair Pharma's prior written consent (which may be given on such terms as Sinclair Pharma considers appropriate).
- 3.2 Nothing in this letter will prevent you from:
- 3.2.1 announcing a possible offer in accordance with Rule 2.4 of the Code or a firm intention to make an offer in accordance with Rule 2.7 of the Code (and, subject to the proviso to this paragraph 3.2, limb (b) of the definition of "Confidential Information" will not apply):

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- 3.2.1.1 where a possible offer in accordance with Rule 2.4 of the Code or a firm intention to make an offer in accordance with Rule 2.7 of the Code by a third party to acquire all or any part of the share capital of Sinclair Pharma (whether by way of a contractual offer or a scheme of arrangement) is announced;
- 3.2.1.2 if a whitewash transaction pursuant to the Code is announced with respect to Sinclair Pharma;
- 3.2.1.3 if an announcement is made regarding the sale of all or substantially all of the assets of Sinclair Pharma;
- 3.2.1.4 nine months after negotiations between us in connection with the Proposed Acquisition cease; or
- 3.2.1.5 if at any time you, your affiliates (or any person acting in concert with you or your affiliates) makes, or announces a firm intention to make an offer in accordance with Rule 2.7 of the Code to acquire all or any part of the share capital of Sinclair Pharma (whether by way of a contractual offer or a scheme of arrangement) which has been recommended by the board of directors of Sinclair Pharma,

provided that you shall not be permitted to disclose the details of any negotiations between you and Sinclair Pharma or any member of Sinclair Pharma's Group relating, directly or indirectly, to the Proposed Acquisition for the purposes of criticising or disparaging the board of directors of Sinclair Pharma or any of its advisers; or

- 3.2.2 disclosing the existence or terms of the Proposed Acquisition solely to the extent required for the purposes of applying for or seeking any regulatory or governmental approval, authorisation or consent or making any regulatory or governmental filing required in connection with the Proposed Acquisition, including (without limitation) for the purposes of any exchange control or overseas direct investment approval, authorisation or consent required in the Zhejiang Province of the People's Republic of China and provided that

- 3.2.2.1 to the extent lawful and reasonably practicable, you shall, before the occurrence of any of the events described in paragraphs 3.2.1.1 to 3.2.1.4, keep Sinclair Pharma informed of all material developments with regard to such approvals; and
- 3.2.2.2 you shall use reasonable endeavours to ensure that any entity to which the terms of the Proposed Acquisition are disclosed pursuant to this **paragraph 3.2.2** shall keep that information confidential.

3.3 If:

- 3.3.1 you are required by law or regulation, or, if relevant, the regulations of any stock exchange or listing authority or the Code or any other governmental or regulatory organisation; or

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- 3.3.2 if and to the extent you are required to do so for the purposes of bringing or defending any claim or legal proceedings made under or in connection with this letter,

to disclose any Confidential Information, you may do so but will in the case of paragraph 3.3.1, so far as it is lawful and practicable to do so prior to any such disclosure, promptly notify Sinclair Pharma of such requirement so as to provide Sinclair Pharma an opportunity to contest such disclosure or otherwise comment on and agree the content and timing of such disclosure.

- 3.4 If you are unable to inform Sinclair Pharma before you disclose any Confidential Information pursuant to **paragraph 3.3**, you shall (where permitted by law) inform Sinclair Pharma promptly after the disclosure of the full circumstances of the disclosure and information that has been disclosed.

4. **Records and Return of Confidential Information**

- 4.1 You will, and you will procure that any persons to whom you have disclosed Confidential Information will, at your expense, within 3 Business Days of receipt of a written demand from Sinclair Pharma:

- 4.1.1 return or destroy all written Confidential Information provided to you or your advisers (including all analyses, compilations, studies and other documents prepared by you or any of your advisers which contain or otherwise reflect the Confidential Information provided to you and your advisers) without keeping any copies;
- 4.1.2 delete or remove any Confidential Information from any computer, word processor or other similar device; and
- 4.1.3 on request, provide a certificate signed by one of your directors confirming that the requirements of this **paragraph 4.2** have been complied with in full.

- 4.2 **Paragraph 4.1** shall not apply to:

- 4.2.1 Confidential Information that is required to be retained by you, China Grand or your advisers by law or regulation, including by stock exchange regulations or by governmental order, decree, regulation or rule;
- 4.2.2 Confidential Information which has been automatically backed-up on your or China Grand's or computer systems or the computer systems of your advisers. To the extent that such computer back-up procedures create copies of the Confidential Information, you (or your advisers), as appropriate, may retain only such copies for the period backed-up computer records are archived; and
- 4.2.3 any secondary data, such as corporate documents which contain data or information derived from the Confidential Information which is contained or reflected in material presented to you or any of your affiliates' executive board(s) (or the equivalent thereof),

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provided that the provisions of this letter shall continue to apply to any Confidential Information retained in accordance with this **paragraph 4.2** and this paragraph shall survive termination of this letter.

- 4.3 The Confidential Information provided to you or your advisers will remain the property of Sinclair Pharma and its disclosure will not confer upon you any rights (including any intellectual property rights) over such Confidential Information.

5. **Non-Solicitation of Employees and Customers**

- 5.1 You will not (whether alone or in conjunction with, or on behalf of, another person and whether, directly or indirectly), either whilst negotiations between us on the Proposed Acquisition are taking place or for a period of 12 months from the date that negotiations cease, solicit or entice away, or endeavour to solicit or entice away, from Sinclair Pharma or any member of Sinclair Pharma's Group, or employ, any person employed in a managerial, supervisory, technical or sales capacity by, or who is a consultant to, Sinclair Pharma or any member of Sinclair Pharma's Group where the person in question either has Confidential Information or would be in a position to exploit Sinclair Pharma's or the Group's trade connections.

- 5.2 The placing of an advertisement of a post available to a member of the public generally and the recruitment of a person through an employment agency shall not constitute a breach of **paragraph 5.1** provided that no company in your Group or any of your respective officers and employees encourages or advises such an agency to approach any such person referred to in **paragraph 5.1**.

- 5.3 You will not (whether alone or in conjunction with, or on behalf of, another person and whether, directly or indirectly), either whilst negotiations between us on the Proposed Acquisition are taking place or for a period of 12 months from the date that negotiations cease, deal with, or seek the custom of, any person who is or was identified by Sinclair Pharma (or Rothschild on behalf of Sinclair Pharma) as a "material" customer of Sinclair Pharma or any member of Sinclair Pharma's Group (a "Relevant Customer"), if the type of goods or services in respect of which the Relevant Customer is solicited were supplied to the Relevant Customer by Sinclair Pharma or another member of Sinclair Pharma's Group in the 12 months before the date of this letter or during negotiations in respect of the Proposed Transaction, unless:

- 5.3.1 at the date of this letter, you or a member of your Group already had a business relationship with the Relevant Customer; or
- 5.3.2 you would have chosen to deal with or seek the custom of the Relevant Customer in the ordinary course of business in any event had you not entered into discussions and negotiations in respect of the Proposed Acquisition,

and provided, in each case, that you deal with, or seek the custom of, the Relevant Customer without using any Confidential Information to your advantage.

6. **Principal**

You confirm that you are acting as principal for your own account and not as nominee, agent or broker for any other person and that you will be responsible for any costs incurred by you or your advisers in connection with the Proposed Acquisition and/or the consideration and evaluation of the Confidential Information.

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7. No Offer or Licence

You accept that:

- 7.1 neither the Confidential Information nor anything else in this letter will constitute an offer by or on behalf of Sinclair Pharma and that we may terminate negotiations with and withhold further Confidential Information from you at any time without giving any reason and that Sinclair Pharma will not be under any obligation to recommend any offer or proposal which may be made by you or on your behalf; and
- 7.2 the disclosure to you of any Confidential Information will not give you any licence or other rights whatsoever in respect of any part of such Confidential Information beyond any rights granted expressly under the terms of this letter.

8. Duration

The obligations set out in this letter will, except to the extent provided otherwise in this letter, survive the termination of any discussions or negotiations between you and Sinclair Pharma regarding the Proposed Acquisition and will continue in full force and effect for a period of two years after the date of this letter, provided that if you complete the Proposed Acquisition then the obligations contained in this letter shall not apply to the extent that the Confidential Information relates solely to Sinclair Pharma or a member of Sinclair Pharma's Group.

9. Representations and Loss

- 9.1 None of the Confidential Information has been subject to verification and neither Sinclair Pharma nor any member of its Group nor any of their directors or advisers accepts responsibility for or makes any representation, expressed or implied, or gives any warranty with respect to the accuracy or completeness of the Confidential Information and neither Sinclair Pharma nor any member of its Group nor any of their directors or advisers shall be under any obligation to update or correct any Confidential Information.
- 9.2 You will be responsible for making your own decision on the Confidential Information and you acknowledge that you will have no right of action (except in cases of fraud) against Sinclair Pharma or any member of its Group or any of their directors or advisers in relation to the accuracy, reasonableness or completeness of any of the Confidential Information. Accordingly, Sinclair Pharma and each member of its Group and their directors or advisers will not (except in cases of fraud) be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of any use of, or reliance on any statement contained in, or omitted from, the Confidential Information.

10. Remedies and Adequacy of Damages

- 10.1 A delay in exercising or failure to exercise a right or remedy under or in connection with this letter will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy.
- 10.2 Without prejudice to any other rights and remedies that Sinclair Pharma may have, you acknowledge and agree that the Confidential Information is valuable and that damages might not be an adequate remedy for any breach by you or any of the persons to whom you have disclosed Confidential Information of the terms of this letter. Accordingly, Sinclair Pharma will be entitled, without having to prove special damage,

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to seek equitable relief (including injunction and specific performance) for any breach or threatened breach by you of the terms of this letter and no proof of special damages will be necessary to enforce this letter.

11. Assignment

11.1 You agree that the rights of Sinclair Pharma under this letter may be assigned or transferred, in whole or in part, to any third party which may acquire a direct controlling interest in Sinclair Pharma and that such party may enforce this letter to the same extent and in the same manner as Sinclair Pharma can enforce it. Accordingly, the terms of this letter will be binding and enure for the benefit of, and be enforceable by, Sinclair Pharma's successors and assigns and references to Sinclair Pharma will be construed accordingly.

11.2 Except as provided in **paragraph 11.1**, no person may assign, transfer, charge, hold on trust for any pension or deal in any other manner with any of its rights under this letter.

12. Third Party Rights

Each member of Sinclair Pharma's Group, and the directors and advisers of Sinclair Pharma and each such member, has the right to enforce the terms of this letter in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Save as provided in this paragraph, the parties to this letter do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

13. Variation

No variation of this letter will be effective unless in writing and signed by or on behalf of Sinclair Pharma and you but no variation will require the consent of any of the third parties referred to in **paragraph 12**.

14. Severability

Each of the undertakings set out in this letter is separate and severable. Accordingly, if any court or body or authority of competent political jurisdiction finds any such undertakings or part of an undertaking to be illegal, unlawful, void or unenforceable this shall not affect the remaining part of the undertakings which will continue in full force and effect.

15. Notices

15.1 Subject to **paragraph 15.3**, any notice given under or in connection with this letter will be in the English language marked for the attention of the specified representative of the party to be given the notice and sent by e-mail to that party's e-mail address(es).

The e-mail address(es) for each party shall be the address set out below unless changed by that party by giving at least five Business Days' notice in accordance with this **paragraph 16**.

Offeror:

Sinclair Pharma:

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Steven.Duan@chinagrandinc.com

legal@sinclairpharma.com

- 15.2 Without prejudice to evidence of earlier receipt, any notice given in accordance with **paragraph 15.1** will be deemed to have been served, if given by e-mail, at the time of sending the e-mail, provided that if a notice would be deemed to be served before 9.00 a.m. on a Business Day it will be deemed to be served at 9.00 a.m. on that Business Day and if it would be deemed to be served on a day which is not a Business Day or after 5.00 p.m. on a Business Day it will be deemed to be served at 9.00 a.m. on the immediately following Business Day.
- 15.3 To prove service of a notice it will be sufficient to prove that the provisions of **paragraph 15.1** were complied with.
- 15.4 This **paragraph 15** will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.
16. **Entire Agreement and 2017 NDA**
- 16.1 This letter constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 16.1.1 neither party has entered into this letter in reliance upon, and it shall have no remedy in respect of, any representation or statement (whether made by the other party or any other person) which is not expressly set out in this letter;
- 16.1.2 the only remedies available for breach of any representation or statement which was made prior to entry into this letter and which is expressly set out in this letter shall be for breach of contract; and
- 16.1.3 nothing in this **paragraph 16** shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.
- 16.2 With effect from the signing of this letter, the non-disclosure agreement between you and Sinclair Pharmaceuticals Limited dated October 2017 is terminated and will be of no further force and effect.
17. **Governing Law and Jurisdiction**
- 17.1 This letter and any non-contractual obligations arising out of or in connection with it will be governed by English law.
- 17.2 Subject to **paragraph 17.3**, the courts of England and Wales will have exclusive jurisdiction to determine any dispute arising out of or in connection with this letter (including in relation to any non-contractual obligations).
- 17.3 The agreement contained in **paragraph 17.2** is included for the benefit of Sinclair Pharma only. Sinclair Pharma retains the right to bring proceedings in any other court of competent jurisdiction and concurrently in more than one jurisdiction.
- 17.4 You waive any objection to, agree to submit to the jurisdiction of any court referred to in this **paragraph 17** and agree that a judgment or order of any such court is binding on you and may be enforced against you in the courts of any other jurisdiction.

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If you accept and agree the terms of this letter, please acknowledge such acceptance and agreement by signing and returning to Sinclair Pharma the enclosed copy of this letter.

Yours faithfully

A handwritten signature in black ink, appearing to read "John [unclear]", written over a dotted line.

For and on behalf of **Sinclair Pharma plc**

We accept and agree to the terms of your letter dated 16 July 2018 of which a copy is set out above.

A handwritten signature in black ink, appearing to read "Zhang [unclear]", written over a dotted line.

For and on behalf of
Huadong Medicine Co., Ltd.

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