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丽珠医药
LIVZON

麗珠醫藥集團股份有限公司
LIVZON PHARMACEUTICAL GROUP INC.*

(a joint stock company incorporated in the People's Republic of China with limited liability)

(Stock code: 1513)

VOLUNTARY ANNOUNCEMENT

ENTERING INTO THE PATENT AND TECHNOLOGY TRANSFER

AGREEMENT

I. SUMMARY OF ENTERING OF THE AGREEMENT

Recently, Livzon MABPharm Inc.* (珠海市麗珠單抗生物技術有限公司) (“**Livzon MAB**”), a controlling subsidiary of 麗珠醫藥集團股份有限公司 Livzon Pharmaceutical Group Inc.* (the “**Company**”), entered into the Patent and Technology Transfer Agreement for Influenza Recombinant Protein Vaccine Project (《流感重組蛋白疫苗項目專利及技術轉讓協議》) (the “**Agreement**”) with South China Vaccine Co., Ltd. (廣東華南疫苗股份有限公司) (“**SCVC**”). Pursuant to the Agreement, SCVC intends to transfer the project rights of trivalent influenza recombinant protein vaccine (三價流感重組蛋白疫苗) and/or quadrivalent influenza recombinant protein vaccine (四價流感重組蛋白疫苗) developed based on the technology of the project in final sales form to Livzon MAB, and Livzon MAB shall pay the corresponding patent and technology transfer fees (including upfront payment, development milestone payment and sales milestone payment) and sales royalties to SCVC.

Target product is an influenza recombinant protein vaccine and has been approved by the National Medical Products Administration to conduct clinical trials for preventing influenza.

The transaction has been considered and approved by the operation management of the Company, and is not required to be submitted to the board of directors and the general meeting of the Company for consideration according to the relevant requirements. The transaction does not constitute a connected transaction.

II. BASIC INFORMATION OF THE COUNTERPARTY

Name of the company: South China Vaccine Co., Ltd.

Nature of the company: Joint stock limited company

Registered address: Room 101, Building C6, Scientific and Technological Business Accelerator, No. 11 Kaiyuan Avenue, Huangpu District, Guangzhou City

Legal representative: Chen Xiandong* (陳先東)

Registered capital: RMB31,540,066

Unified social credit code: 91440101569751669K

Business scope: Research and development of drugs; food science and technology research services; biotechnology development services; biotechnology promotion services; biotechnology consultation and communication services; biotechnology transfer services; livestock science research services; import and export of goods (excluding exclusively operated and controlled commodities); import and export of technology.

Financial position:

As at 31 December 2023, the total assets and net assets of SCVC amounted to RMB97,294,596.52 and RMB77,511,350.63, respectively. From January to December 2023, SCVC recorded an operating income of RMB22,279.23 and a net profit of RMB-48,100,136.53. As at 30 June 2024, the total assets and net assets of SCVC amounted to RMB77,391,233.93 and RMB61,903,228.12, respectively. From January to June 2024, SCVC recorded an operating income of RMB4,161.09 and a net profit of RMB-15,867,140.62.

SCVC is not a dishonest person subject to enforcement and has no connected relationship with the Company.

III. PRINCIPAL TERMS OF THE AGREEMENT

After friendly negotiation, Livzon MAB entered into the Patent and Technology Transfer Agreement for Influenza Recombinant Protein Vaccine Project with SCVC, which includes the following principal terms:

1. Transfer of Target Rights

Pursuant to the Agreement, SCVC agreed to assign and transfer all the rights, titles and interests of the project rights in the target areas to Livzon MAB.

Project rights: refer to (1) all relevant patent rights of target product, and (2) all other rights, titles and interests of SCVC or its related parties in the target product before the effective date of the Agreement or within the effective period of the Agreement.

Target products: refer to the trivalent influenza recombinant protein vaccine and/or quadrivalent influenza recombinant protein vaccine developed based on the technology of the subject project under the Agreement in final sales form.

Target areas: refer to the territory within China (the mainland area of People's Republic of China) and all countries and regions outside China (including the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan district).

2. Major Rights and Obligations of Both Parties

Livzon MAB is entitled to conduct development, production, and commercialization and other activities of the target products within the target areas through itself and its related parties or contractors.

SCVC shall provide the corresponding technology transfer and technical support as stipulated in the Agreement and as required by Livzon MAB. SCVC shall make every effort to cooperate with the requirements of Livzon MAB, accept on-site inspections of the target product development by the China National Medical Products Administration or relevant regulatory authorities, and comply with relevant regulations.

3. Financial Terms

After the Agreement becomes effective, Livzon MAB shall pay a total technology transfer fee of up to RMB210.00 million (including upfront payment, development milestone payment and sales milestone payment) to SCVC. Including:

- (1) The upfront payment of RMB5.00 million shall be paid upon the Agreement becoming effective;
- (2) The total development milestone payment of no more than RMB65.00 million shall be paid upon completing Phase I, Phase II and Phase III clinical trials, obtaining market launch approval and other relevant milestone events for the target product;
- (3) The total sales milestone payment of no more than RMB140.00 million shall be paid upon approval for market launch and sale of the target product.

After the target product is approved for market launch and sale, SCVC is entitled to receive the sales royalties, with a total amount not exceeding RMB2 billion. During the sales royalties period, Livzon MAB shall pay SCVC the sales royalties of 4% (within China) and/or 3% (outside China) of the annual net sales according to the Agreement. The sales royalties rate should be deducted as agreed based on the specific target product and specific region within the

sales royalties period.

4. Termination Terms

The Agreement can be terminated by unanimous consent of both parties or in such other manner as the parties may agree.

5. Effective Terms

The Agreement shall be established upon signing by both parties and shall become effective from the date of the resolution passed by the general meeting of SCVC and its related parties.

IV. IMPACT ON THE COMPANY

The project introduction can further enrich the product layout in the Company's innovative drugs fields and strengthen the competitiveness of the Company's vaccine technology platform, which will help improve the Company's comprehensive strength and conform to the Company's strategic layout of medium and long-term innovative development.

V. RISK WARNING

Due to the long cycle and multiple links of the research and development of drugs, which are characterized by high technology, high risk and high added value, and are susceptible to various uncertainties, it is uncertain whether the research and development will be successful and the approval from the drug regulatory authorities will be granted. Investors are advised to be aware of the risks on investment.

By order of the Board

Livzon Pharmaceutical Group Inc.*

麗珠醫藥集團股份有限公司

Yang Liang

Company Secretary

Zhuhai, China

9 December 2024

As at the date of this announcement, the Executive Directors of the Company are Mr. Tang Yanggang (President) and Mr. Xu Guoxiang (Vice Chairman and Vice President); the Non-Executive Directors of the Company are Mr. Zhu Baoguo (Chairman), Mr. Tao Desheng (Vice Chairman), Mr. Lin Nanqi and Mr. Qiu Qingfeng; and the Independent Non-Executive Directors of the Company are Mr. Bai Hua, Mr. Tian Qiusheng, Mr. Wong Kam Wa, Mr. Luo Huiyuan and Ms. Cui Lijie.

** For identification purpose only*