Policy on Contract Management in MAYOLY China
迈优力中国合同管理规定

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1. Purpose 目的

This Policy describes the standard procedures on contracts (excluding Employment Contracts) for defining the contract management practice, including contracts preparation, draft, review, approval, signature, archive and execution.

本政策是公司合同管理的标准操作流程，旨在界定除员工劳动合同之外的其他所有类型合同的准备、起草、审核、批准、签订、存档和履行的要求和流程。

2. Applies to 适用范围

This Policy applies to all departments and all employees (including dispatched employees) of MAYOLY (Tianjin) Pharmaceutical Co., Ltd. (hereinafter referred to as "MAYOLY Tianjin") and MAOYOLY (Hainan) Trading Co., Ltd. (hereinafter referred to as "MAYOLY Hainan") ("MAYOLY Tianjin" and "MAYOLY Hainan" hereinafter collectively referred to as "Company" or "MAYOLY China"), including Company's branches, subsidiaries, offices which are located in the People's Republic of China. Branches or subsidiaries invested and established in China by Company or Company's shareholder or affiliates of shareholder and their departments and employees shall be complied with this Policy, not otherwise provided.

本政策适用于迈优力（天津）制药有限公司（"迈优力天津"）、迈优力（海南）商贸有限公司（"迈优力海南"）（"迈优力天津"和"迈优力海南"以下统称"公司"或"迈优力中国"）（包含其位于中华人民共和国境内的所有分支机构、子公司、办事处等）的全体部门及其员工（包括劳务派遣员工）。如在本政策实施过程中公司或其股东或股东的关联公司在中华人民共和国境内设立其他分支机构、子公司等，除非另有政策规定，本政策适用于新成立的法律主体及其部门和员工。

3. Roles and Responsibilities 角色和责任

Roles 角色	Responsibilities 责任
Contract Owner 合同负责人	Be responsible for Contract and its content and related projects/subject matters, including negotiate with counterparty, coordinate externally and internally, draft terms related to projects/subject matters, review Contract, submit Contract for approvers' review and approval, finalize Contract, apply for sealing and signing Contract, archive Contract, supervise Contract execution, coordinate to handle Contract disputes or controversies, etc. Contract Owner is the initiator and responsible person of Contract sealing and signing procedures. 合同发起部门中，对合同及其内容以及合同所涉项目/事项负直接责任的员工。负责合同谈判、内外部协调沟通、起草相关商业条款、提请和跟进合同审批、定稿合同、提请合同盖章和签字、保管合同原件和扫描件、监督合同履行、协调处理合同争议或纠纷等。一般情形下，合同负责人为合同盖章和签字申请的发起者和负责人。
Contract Initiator 合同经办人	Under most circumstances, Contract Owner is Contract Initiator, however, Contract Owner is entitled to entrust other employee(s) in his/her Department of Company to take part of roles and responsibilities of Contract Owner subject to the authorization of the Department and policies of Company. Contract Owner takes

	charge of supervising Contract Initiator. Contract Owner and Contract Initiator shall be jointly responsible for the requirements of Contract management under this Policy. 一般情形下，合同负责人就是合同经办人。在公司政策允许范围内，合同负责人在其所在部门授权的职责范围内可以委托其部门内其他员工履行合同负责人在本政策项下的部分职责。合同负责人对合同经办人负有监督职责。合同负责人和合同经办人共同为遵守本政策规定的合同管理流程负责。
Contract Approver **合同审批人**	Be responsible for review and approval of Contract and its content and related projects/subject matters subject to Policy on Financial Delegation in MAYOLY China (hereinafter refers to as "**Financial Delegation Policy**") and the provisions of this Policy and other policies of Company. Approvers include the employees from the Contract initiation Department, Procurement, Legal Affairs, Finance and other relevant departments. 根据《迈优力中国财务授权规定》（"**财务授权政策**"）授予的审批金额权限、本政策以及公司其他相关政策的规定，对合同及其内容以及合同所涉项目/事项进行审批。审批人包括：合同发起部门、采购部、法律部、财务部以及其他相关部门负有审批职责的员工。
Contract Signatory **合同签字人**	Be responsible for signing Contract and other documents subject to laws and regulations, this Policy and other policies, guidelines and authorization of Company. Only Legal Representative can sign Contract and other documents on behalf of Company, unless Legal Representative authorizes in written and in advance. 根据法律规定、本政策以及公司其他相关政策、指引和授权的规定，有权在合同或其他文件上签字的员工。除非迈优力中国法定代表人事先书面授权，仅法定代表人可代表公司在合同或其他文件上签字。
Seal Custodian **印章管理人**	Be responsible for sealing Contract and other documents and maintain and archive sealing record subject to the responsibilities under Policy on Seal Management in MAYOLY China ("**Seal Management Policy**"). 在《迈优力中国印章管理规定》（"**印章管理政策**"）规定的印章维护和管理职责范围内，对合同或其他文件的定稿予以盖章，并维护和归档盖章记录。

Please refer to the specific responsibilities in Section 4. 各角色的具体职责参见第 4 条。

4. Requirements and Procedures 要求和流程

4.1 Contract Negotiation 合同商务谈判

4.1.1 Contract Owner shall complete the negotiation of commercial terms and conditions with counterparty before creating and drafting Contract (no later than submitting Contract for Approvers' review and approval). In the course of negotiation, Contract Owner shall be in compliance with all internal policies, guidelines and rules of MAYOLY China which stipulate the responsibilities of specific departments for Contract and project/subject matters, including this Policy, Business Ethics and Compliance, Environment, Security and Social Responsibility, the requirements

from Finance, Procurement, Medical, Quality, PV, etc.
合同创建和起草前（最迟在提交审批人审批前），合同负责人应确保已与合同相对方完成了项目/事项商业相关条款和条件的谈判。谈判过程中，合同负责人应遵循迈优力中国相关部门对合同、项目/事项的内部政策、指引等要求，包括但不限于本政策规定以及商业道德合规，环境、安全与社会责任，财务，采购，医学，质量，药物警戒等要求。

4.1.2 Contract Owner shall refer to principles, terms and conditions of MAYOLY China Standard Template (if any) when negotiating with counterparty and shall facilitate to use Standard Template of MAYOLY China.
谈判过程中，合同负责人应以迈优力中国标准模板（如有）的条款约定和原则与合同相对方沟通，并应促成迈优力中国标准模板的适用。

4.2 Contract Creation and Draft 合同创建和起草

4.2.1 Use of Standard Template 标准模板使用

（1） Standard Template of MAYOLY China (if any) shall be used in prevail when Contract Owner creates and drafts a Contract.
合同创建和起草时，如迈优力中国已有标准模板，合同负责人应优先使用公司标准模板。

（2） Legal Affair will revise and update terms and conditions of Standard Template from time to time responding to the changes of laws and regulations and Company's policies and requirements. Contract Owner shall note such changes of Standard Template in time and ensure to use the latest Standard Template as the initial draft of a Contract. Standard Template will be delivered via Legal Affairs notice via email or could be downloaded from share folder of Company.
法律部有权根据国家法律法规以及公司政策和管理要求变化不时调整标准模板。合同负责人应及时关注模板变化，确保使用最新版本。标准模板的最新版本请咨询法律部，以法律部通知或公司内部网站存放版本为准。

（3） Standard Template is made and applied for most circumstances based on current information, yet not for all situations of business or projects/subject matters. Contract Owner shall use appropriate Standard Template in consideration with the reality of business/project/subject matters and shall adjust commercial terms and conditions of Standard Template to keep provisions of finalized Contract consistent with actual business needs.
公司标准模板系基于已知的大多数情况制定而成，并非绝对适用于所有业务和项目/事项场景。合同负责人应根据合同所涉项目/事项实际情况选择适当的模板，调整模板的商业条款，确保合同定稿与项目/事项实际情况相符。

（4） When creating and drafting a Contract by using Standard Template of MAYOLY China, any terms and conditions of Standard Template cannot be revised except for commercial terms and conditions.
在使用迈优力中国标准模板创建和起草合同时，合同负责人不得修改除商业条款之外的其他条款。

4.2.2 Contract draft 合同起草

Based on the actual situation of a subject matter, Contract shall be drafted by Contract Owner or Legal Affairs. In case of drafting by Legal Affairs, Contract Owner shall provide, in advance and in written (via email), the responsible lawyer

of Legal Affairs with all necessary information and documents in relation to the subject matter, including background, detailed information of the counterparty, Contract term, commercial terms aligned with counterparty, payment terms, etc.
根据项目/事项实际情况，合同由合同负责人或法律部起草。如合同由法律部起草，合同负责人应事先以书面形式（电子邮件）向法律部完整、准确描述和提供项目/事项相关的所有必要信息和文件，包括但不限于背景情况、合同相对方信息、合同期限、与合同相对方沟通一致的商业条款、付款条款等。

4.3 Contract Review and Approval 合同审批

4.3.1 General Principles and Requirements 总原则和要求

(1) Contract Owner shall complete Contract review and approval procedures set forth in Section 4.3 before finalization and execution of Contract. In any case, Contract Owner shall not split one Contract for a specific project/subject matter into parts in order to avoid the necessary Contract review and approval under this Policy and other policies of Company.
合同负责人应在合同定稿前完成本政策第 4.3 条规定的审批流程。任何情况下，合同负责人不得为规避本政策和公司其他政策规定的必要的审批流程而对同一项目/事项的合同做拆分处理。

(2) Contract Owner shall ensure that the proposed counterparty is eligible with competent qualifications and duly approved and listed in the vendor database of Company.
提交合同审批前，合同负责人应确保合同相对方具有相应的合法资格资质且可纳入公司供应商数据库中。

(3) For a Contract regarding a certain project/subject matter, the Financial Delegation authorization of approvers shall apply to the total Contract value over the effectiveness of Contract, i.e. the value shall be the total amount under main Contract and all and any relevant supplementary contracts.
就某一项目/事项的合同审批时，依据财务授权政策的规定确定合同审批人时，合同金额将合并计算，即：确定审批金额权限时应合并计算主协议和所有相关补充协议的总金额。

(4) Contract Owner shall decide with his/her discretion whether a Contract shall be reviewed and approved by relevant approvers (if necessary, directly consult relevant departments and approvers) subject to policies and guidelines of Company. The elements below shall be considered:
合同负责人应根据公司政策和指引，基于商业需求，自行判断合同是否需要提交相关部门审批（如有必要可咨询该部门及其审批人）。判断时应考虑：

(a) For any Contract, subject to bidding process or procurement assessment requirement according to Procurement policy, Contract Owner shall ensure that procurement assessment has been completed before submitting for Legal Affairs and Finance review and approval.
任何合同，如需按照公司采购政策要求进行比价或由采购部评估，合同负责人应确保在合同提请法律部和财务部审批前完成采购评估和审批。

(b) For any Contract, subject to the requirements according to this Policy and policies and rules enacted by Finance and other departments, Contract Owner shall ensure that review and approval by all approvers in such departments have been completed before finalizing Contract.

任何合同，如需按照公司财务政策、本政策或其他部门政策要求进行审批，合同负责人应确保在合同定稿前完成所有相关部门的审批。

（5） Contract Owner may submit Contract review and approval via email with sufficient and necessary information of project/subject matters, including background, purpose, expected outcome, commercial terms and conditions, key concerns and modifications, etc.
合同负责人可通过电子邮件方式[1]提交合同审批。提交审批时，合同负责人应向合同审批人如实描述合同所涉项目/事项的背景、目的、预期结果、商业条款、重点关注和修改内容和条款等必要信息。

（6） Contract Owner shall archive and maintain the record of review and approval in appropriate way.
合同负责人应妥善存档审批记录。

4.3.2 Contract Owner Review 合同负责人的审查

（1） No matter whether a Contract involves value and regardless of Contract value, and no matter whether a Contract shall be reviewed and approved by Procurement, Finance, Legal Affairs and other departments, Contract Owner shall be responsible for Contract and its content and related projects/subject matters to ensure that all terms and conditions shall be precise and consistent with actual business needs.
不论合同是否涉及金额、金额大小，不论合同是否需要采购部、财务部、法律部和其他部门审批，合同负责人都应对合同及其内容以及所涉项目/事项严格审查，以确保项目/事项符合业务实际，合同内容准确无误。

（2） The Approver in Contract Initiation Department shall be responsible for supervision of Contract Owner regarding his/her responsibilities under this Policy.
合同发起部门审批人对合同负责人于本政策项下其职责具有监督义务。

4.3.3 Procurement Review and Approval 采购部审批

（1） Contract Owner shall submit Contract for review and approval of Procurement and ensure that Contract provides and reflects the content which has been reviewed and approved by Procurement if Procurement assessment is needed according to Procurement policy of Company.
如根据公司采购政策的要求，合同以及所涉项目/事项需采购评估和审批，合同负责人应提请采购部审批并确保合同中体现的内容与采购审批和评估的内容一致。

（2） Procurement shall be responsible for review and approval of procurement related terms of Contract according to Procurement policy of Company, including the qualification of the counterparty, procurement related terms (e.g. review and comment on services scope and content) from Procurement perspective.
采购部应根据公司采购政策从采购角度对供应商资格资质、合同中采购相关条款（例如：对服务范围提出意见或建议）等进行审批。

4.3.4 Finance Review and Approval 财务部审批

[1] When any digital solution is configurated and executed in Company that supports online review and approval of Contract or documents, such digital solution will replace the review and approval via email. Only review and approval via email is permitted under exceptional or emergency circumstances and Contract Owner shall archive the record of review and approval in appropriate way. 如公司在任何时间决定通过数字化方式审批合同或其他文件，则该数字化方式审批优先于电子邮件方式。仅在特殊情况或紧急情况下，可通过电子邮件方式审批；合同负责人应妥善存档审批记录。

(1) For any Contract involves costs and expenses that Company will pay for, the requirements regarding pre-payment, percentage of payment, credit limit, payment term, etc., shall be complied with Finance policy.
如合同涉及公司付款，有关预付款、首付款比例、付款信用额度、支付期限等要求应遵循财务部相关政策。

(2) Contract Owner shall submit Contract for Finance review and approval according to Finance policy of Company.
合同负责人应根据公司财务部政策要求，提请财务部审批。

(3) Finance shall be responsible for review and approval of financial terms of Contract from Finance perspective.
财务部根据公司财务政策对合同中财务相关条款进行审批。

4.3.5 Legal Affairs Review and Approval 法律部审批

(1) In principle, Legal Affairs shall be responsible for review and approval of Contract with value of RMB 150000 and above. However, Contract and other documents as below ("**Special risk Contract/documents**"), not otherwise provided, shall be reviewed and approved by Legal Affairs regardless of contractual value:
原则上，合同金额在人民币十五万元（含）以上[2]的合同，应提交法律部审批。但下列文件（"**特殊风险合同/文件**"），除非另有规定，不论是否涉及金额、金额大小，均应提交法律部审批：

(a) Grant/Donation/Sponsorship agreement (except for multi-sponsorship using Standard Template without change) 资助、捐赠、赞助项目协议（非独家赞助项目使用公司标准模板且无修改[3]的除外)

(b) BD projects agreement (including non-disclosure agreement signed independently) 业务发展项目相关协议（包括项目所需单独签订的保密协议）

(c) Letters of Intent, Memoranda of Understanding 战略合作意向书、备忘录

(d) Distribution/Sales/Promotion agreement (except for using annual Contract Standard Template without change), including: 产品经销、销售、推广有关的协议（使用公司年度合同标准模板且无修改的除外）[4]，包括：

- Distribution agreement and its supplementary agreement with distributors 与经销商签订的产品经销协议及其补充协议
- Discount related agreement with distributors and end clients (e.g. drug stores, E-commerce) 与各级经销商及终端客户（例如：药店、电商）签订的折扣相关协议

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[2] If the total contractual value is not able to be decided yet when reviewing and finalizing the Contract, then the total budget of the specific subject matter shall be the contractual value. If supplementary agreement is necessary, the contractual value shall include the value under the main Contract and all supplementary agreements. 如提请合同审批和合同定稿时无法明确合同总金额，合同负责人应以相关事项的预算总金额为准。如需签订合同的补充协议，金额应应主协议和补充协议金额合并计算确定是否需要法律部审批。

[3] "Without change" means no change of Standard Template except for commercial terms and conditions. Same as below. "无修改"指对于公司标准模板，除了商业条款之外，其他条款无任何修改。下同。

[4] If Legal Affairs has developed Standard Template for such subject matter, the review and approval of Legal Affairs to such Standard Template shall be deemed as Legal Affairs' approval to such Contract. However, in case of any change to the content of such Standard Template, except for the terms and conditions which shall be responsible by Contract Owner, Contract Owner shall submit Legal Affairs and other relevant departments (if applicable) for review and approval by following provisions of this Policy and other policies of Company. Same as below. 如法律部已就相关项目/事项开发了相关标准模板，则法律部对标准模板的审批视为法律部对该合同的批准。但是，如果标准模板中的内容在实际使用过程中有任何修改（合同负责人自行负责的事项除外），合同负责人应按照本政策和公司其他政策的规定取得法律部和其他相关部门（如修改内容涉及其他相关部门负责的事项）的事先审批。下同。

- Brand service related agreement with end clients (e.g. drug stores, E-commerce) 与终端客户（例如：药店、电商）签订的有关产品推广的协议

(e) Mergers and Acquisitions agreement 资产或股权/股份并购相关协议
(f) Guarantee agreement 担保相关协议
(g) License-in / License-out agreement 业务许可相关协议
(h) IPRs-related agreement regarding license or disposal of trademarks, copyrights, patent and know-how 涉及知识产权（商标权、著作权、专利权和专有技术等）的许可使用、处置的协议
(i) Clinical trial agreement 临床试验协议
(j) Annual framework service agreement Procurement initiates (except for using Standard Template without change) 采购部发起的年度框架服务协议（使用公司标准模板且无修改的除外）
(k) Agreement with HCP or Hospital (except for using Standard Template without change) 与医疗卫生专业人士或医疗卫生机构签订的协议（使用公司标准模板且无修改的除外）
(l) Products purchase related to manufacturing agreement (e.g. raw materials purchase agreement, logistics services agreement) (except for using Standard Template without change) 与产品生产相关的协议（使用公司标准模板且无修改的除外）（例如：原材料采购协议、药品运输物流服务协议）
(m) Letter of Authorization (LOA) (except for using Standard Template without change for routine business operation, e.g. LOA to Medical Representative) 授权书（日常运营所需，使用公司标准模板且无修改的除外，例如：医药代表授权书）
(n) Communication Letter with counterparty (e.g. Package Communication Letter) 向合作方出具的沟通文件（例如：包装变更沟通函）
(o) Communication Letter or Commitment provided to governmental authority (except for using Standard Template without change for routine business operation, e.g. Commitment of authentication for Medical Representative filing) 向行政主管机关出具的沟通函或承诺函（日常运营所需，使用公司标准模板且无修改的除外，例如：医药代表备案真实性声明）
(p) Press release, public declaration, declaimers related to legal or significant issues of Company 涉及法律问题或公司重大事项的新闻稿、公开声明、免责声明
(q) Commitment to acknowledge or take liability or guarantee (e.g. Letter of guarantee and Letter of undertaking) 承认或承担责任的声明文件（例如：担保函、承诺函）
(r) Cease or termination Letter 中止或终止合作通知书
(s) Documents related to dispute, litigation or arbitration (excluding labor cases) (e.g. settlement agreement) 与法律争议、纠纷或法律程序（不包括劳动关系争议）相关的协议或声明（例如：和解协议）
(t) Others 法律部认为需要审批的其他文件

(2) Beyond Special risk Contract/documents, if using Standard Template of MAYOLY China without any change except for commercial terms and conditions, such Contract or documents with value of RMB 150000 below shall not be reviewed and approved by Legal Affairs.
特殊风险合同/文件之外的其他合同或文件，如使用公司标准模板，合同金额小于人

民币十五万元（不含），且除商业条款之外无任何修改，无需法律部审批。

（3） For Contract beyond the above, Contract Owner shall consult with Legal Affairs to decide whether such Contract shall be reviewed and approved by Legal Affairs.
上述类型之外的合同是否需要法律部审批，合同负责人应事先咨询法律部并由法律部决定是否需要审批。

（4） Notwithstanding the above, Contract Owner may still consult Legal Affairs at any time in case of any specific legal issues related to Contract or documents.
尽管有上述规定，合同负责人仍可就具体合同或其他文件中的法律问题随时咨询法律部。

（5） Notwithstanding the above, Legal Affairs has the power to adjust the scope of Contract or documents which shall be reviewed and approved by Legal Affairs based on risks control management.
尽管有上述规定，法律部可基于风险控制管理需求，对是否需要法律部审批的合同或其他文件范围随时进行调整。

4.3.6 Other departments Review and Approval 其他部门审批

（1） In addition to the above Contract review and approval, a Contract may have to be reviewed and approved by other relevant departments subject to the characteristic and risks of Contract. For instance, the quality warranty terms/quality warranty agreement in a distribution agreement shall be approved by Quality Department; the pharmacovigilance terms/pharmacovigilance agreement shall be approved by local PV team; compliance related terms shall be approved by Compliance Department.
除上述合同审批外，根据合同的特性和风险，合同可能需要其他部门审批。例如：经销协议中的质量保证条款/质量保证协议应由质量部审批；药物警戒条款/药物警戒协议应由本地药物警戒团队审批；涉及合规的内容应由合规部审批。

（2） Contract Owner should decide whether the review and approval from relevant departments are necessary according to relevant policies and guidelines (may consult relevant departments if necessary).
合同负责人应根据公司政策或指引或咨询相关部门确定合同是否需要相关部门审批。

4.4 Contract Finalization 合同定稿

4.4.1 Contract Owner shall complete all review and approval procedures according to this Policy before initiating the procedure of signature and/or sealing of Contract.
合同负责人应在合同签订（签字和/或盖章）前完成本政策规定的全部审批流程。

4.4.2 The version all approvers gave their endorsement shall be the finalized Contract.
经所有审批人审批完成的合同为合同定稿。

4.5 Contract Signing and Sealing 合同签字和盖章

4.5.1 Contract Owner shall use Finalized Contract to apply for signing and sealing procedures and shall ensure that the version to be signed is 100% percentage same as the Finalized Contract.
合同负责人应使用合同定稿提交签字和/或盖章，并应确保最终签订的合同版本与合同定稿一致。

4.5.2 Contract Owner shall apply for Contract sealing to Seal Custodian with attachments of Finalized Contract and all supporting documents of all approvals

via email.
合同负责人可持合同定稿并随附审批邮件[5]，以电子邮件方式向印章管理人申请盖章。

4.5.3 Before sealing, Seal Custodian shall review and ensure that all review and approval procedures have been completed according to this Policy, Company Seal Management Policy and Financial Delegation Policy. Contract shall be sealed at the signature page and check mark. After sealing, Seal Custodian shall deliver the original Contract to Contract Owner immediately and archive application and supporting documents in appropriate way.
盖章前，印章管理人应依据本政策、公司印章管理政策和财务授权政策，审核和确保合同已经所有审批人审批完成。盖章时，印章管理人应确保在盖章页并骑缝盖章。盖章后，印章管理人应将原件交还合同负责人，并妥善存档盖章申请邮件及其支持文件。

4.5.4 In general, Contract Owner shall require counterparty to sign and seal Contract prior to MAYOLY China. For a Contract which Contract Owner considers to be signed and sealed by MAYOLY China first, Contract Owner shall return the original Contract signed and sealed by counterparty to MAYOLY China within fifteen (15) days when MAYOLY China sealed and dated.
一般情况下，合同负责人应要求合同相对方先签订。如合同负责人认为确有必要由迈优力中国先签订，合同负责人应负责跟进并应在迈优力中国签订后十五（15）日内收集和归档经双方签订完毕的合同原件。

4.5.5 Contract or documents as below shall be signed by General Manager of MAYOLY China 以下文件，应当由迈优力中国总经理签字:

（1） Special risk Contract/documents including: 特殊风险合同/文件，包括:
- (a) BD projects agreement (including Non-disclosure agreement signed independently) 业务发展项目相关协议（包括项目所需单独签订的保密协议）
- (b) Letters of Intent, Memoranda of Understanding 战略合作意向书、备忘录
- (c) Distribution/Sales/Promotion agreement (except for using annual Contract Standard Template) 产品经销、销售、推广有关的协议（使用年度合同标准模板的除外）
- (d) Mergers and Acquisitions agreement 资产或股权/股份并购相关协议
- (e) Guarantee agreement 担保相关协议
- (f) License-in / License-out agreement 业务许可相关协议
- (g) IPRs-related agreement regarding license or disposal of trademarks, copyrights, patent and know-how 涉及知识产权（商标权、著作权、专利权和专有技术等）的许可使用、处置的协议
- (h) Clinical trial agreement 临床试验协议
- (i) Annual framework service agreement Procurement initiates 采购部发起的年度框架服务协议

（2） Contract or documents that authority mandatorily requests to be signed by Legal Representative 行政主管机关要求必须由法定代表人[6]签字的合同或其他文件

[5] When any digital solution is configurated and executed in Company that supports online review and approval of Contract or documents, Contract Owner shall apply for sealing via such digital solution and Seal Custodian shall take the responsibility of review via such digital solution before sealing. 如公司在任何时间决定通过数字化方式审批合同或其他文件，合同负责人将通过该数字化方式提交盖章申请，印章管理人应通过该数字化方式履行盖章前的审核义务。

[6] According to the Articles of Association in MAYOLY China revised in 2025 and 2026, General Manager is Legal Representative. 根据 2025 和 2026 年修订的公司章程，总经理是公司的法定代表人。

（3） Contract or documents that Legal proceedings (litigation/arbitration) request to be signed by Legal Representative 法律流程（诉讼程序或仲裁程序）要求必须由法定代表人签字的合同或其他文件

（4） Contracts/documents that external business partner wishes and General Manager intends to sign (e.g. agreement for first cooperation) 合作伙伴希望总经理签字且总经理愿同意签字的合同或其他文件（例如：首次战略合作协议）

（5） Others 总经理认为需要签字的其他文件

4.5.6 For Contract which needs to be signed and sealed, Contract Owner shall decide with his/her discretion the sequence of signature and sealing in consideration of efficiency and shall ensure that Contract to be signed and sealed shall be the Finalized Contract and the hardcopies shall be consistent with the provision of Contract.
合同需要签字并盖章时，合同负责人可依效率原则自行判断签字和盖章的先后顺序，但合同负责人在任何时候都应确保签字并盖章的合同与合同定稿一致，且签字和盖章的份数应与合同约定一致。

4.6 Contract Execution 合同履行

4.6.1 Contract Owner shall be responsible for supervising the performance of Contract, specially shall pay attention to MAYOLY China's rights and obligations under Contract, including receiving and/or providing Contract deliverables and its terms and supporting documents, Contract term, Contract renewal, early termination and notification, etc.
合同负责人应负责监督合同全面履行，尤其是应特别注意迈优力中国的合同权利和义务，包括合同成果的接收和/或交付及其期限和支持文件，合同期限，续约，合同的提前终止和通知等。

4.6.2 In the course of execution of Contract, Contract Owner shall sign written supplementary agreements or termination agreement with counterparty in case of any supplementation or modification or even termination is necessary to a subject matter. The procedure for review and approval of supplementary agreements or termination agreement shall comply with this Policy.
合同履行过程中，如合同负责人认为需要对合同重要事项进行补充或修改或终止合同，合同负责人应与合同相对方签订书面补充协议或终止协议。补充协议或终止协议的审批应遵循本政策规定。

4.7 Contract Archive 合同归档

4.7.1 Contract Owner shall at least keep one original hardcopy and shall upload a scanned copy of Contract to the designated place that MAYOLY China develops in accordance with the requirements of Company within ten (10) days after all parties sign and/or seal Contract.
合同负责人应至少保存一份合同原件；并应在收到各方签订完毕的合同原件后十（10）日内，按照公司要求将合同扫描件上传至迈优力中国开发的用于归档的平台或位置。

4.7.2 In the event that certain Contract is required to be archived in a special protection way or following the requirement from MAYOLY Headquarter, Contract Owner shall comply with such special requirements.

如公司对特定合同有特殊存档要求或迈优力总部对特定合同存档有特殊要求，合同负责人应按照特殊要求对合同进行存档。

4.7.3 Contract Owner shall keep original Contract and approval record and all supporting documents related to the performance of Contract (including project design and requirements, payment vouchers, good delivery vouchers, product quality standards or identification reports, etc.), within Contract term and five (5) years after the expiration or termination date of Contract.
合同有效期以及合同期限届满或终止后五年内，合同负责人应妥善保存合同原件、审批记录以及与合同履行相关的所有支持文件（包括但不限于项目/事项设计和要求、付款凭证、货物交付凭证、产品质量标准或鉴定报告等）。

5. Definition 定义

Terminology 术语	Explanation 释义
Initiation Department 发起部门	Refers to all departments in MAYOLY China who have direct needs for a Contract. 有合同直接需求的迈优力的任何部门。
Contract 合同	A contract is an agreement between civil person to establish, change or terminate civil legal relations, whatever the document may be named as a contract, an agreement or any other name. Any written document that meets this definition herein is collectively referred to as a Contract in this Policy, including any contracts and documents between MAYOLY China and counterparty (including affiliates of MAYOLY China) for the purpose of stipulating rights and obligations of the parties, including contract, agreement, memorandum, letter of intent, work order, supplementary agreement to an effective contract, attachment and appendix, and other documents legally binding the parties. 合同是民事主体之间设立、变更、终止民事法律关系的协议。无论文件名称是合同、协议或者其他，凡是符合该定义的书面文件均属于本政策中所称的“合同”，包括迈优力中国与其他第三方（包括迈优力中国的关联公司）签订的、约定双方权利义务的文件，包括但不限于合同、协议、备忘录、意向书、战略合作计划书、工作订单/工作说明书、生效合同的补充协议、附件或附录及其他对各方具有法律约束力的文件。
Special Risk Contract/documents 特殊风险合同/文件	Refers to Contracts or documents which have or may have potential significant impact on Company, regardless of the involved value, which shall be reviewed and approved by Legal Affairs and General Manager and signed by General Manager. Please refer to Section 4.3.5 and Section 4.5.5 herein. 指对公司业务产生或可能产生（潜在）重大影响的合同或其他文件。无论是否涉及金额、所涉及金额大小，必须根据本政策的规定获得法律部和总经理审批以及总经理签字。参见第 4.3.5 条和第 4.5.5 条。
Counterparty	Refers to any third party (including a company, organization or

合同相对方	individual) which executes Contract with MAYOLY China (including affiliates of MAYOLY China). 与迈优力中国签订合同的任何第三方（包括但不限于公司、组织或个人）（包括迈优力中国的关联公司）。
Standard Template **标准模板**	Refers to standard templates developed and updated from time to time by Legal Affairs, including Contract Standard Template and other documents Standard Template, for the sake of protection of interests of MAYOLY China and work efficiency improvement. Standard Template must be developed, updated and finalized by Legal Affairs. 指为了更好地保护迈优力中国的利益和提高工作效率，由法律部撰写并不时更新的标准范本，包括合同标准模板和其他文件标准模板。标准模版必须由法律部撰写、修改和最终定稿。
Finalized Contract **定稿合同**	Refers to a Contract which has been reviewed and approved according to this Policy, which will be the version to be signed by parties. The Finalized Contract shall be (1) without any tracking changes, (2) without any comments or instruction of template use, and (3) filled in all accurate information. 根据本政策规定履行了全部审批流程、待签订的合同版本，即为合同双方最终签订的版本。该版本应：（1）不能有任何修订痕迹；（2）删除了全部批注和模板使用提示；（3）所以信息准确、完整填写。

6. Others 其他说明

6.1 References 参考文件

6.1.1 China laws and regulations in valid 中国现行有效的法律法规

6.1.2 Policy on Financial Delegation in MAYOLY China 《迈优力中国财务授权规定》

6.1.3 Policy on Seal Management MAYOLY China《迈优力中国印章管理规定》

6.2 Version 版本

This Policy is drafted in both English and Chinese. In case of any discrepancy between two versions, the Chinese version shall prevail.

本政策以中英文书写。两种语言版本如存在不一致之处，以中文文本为准。

7. Effectiveness 生效

This Policy will take effect as of 19th October 2026 and supersede other contract management policy or SOP issued by Legal Affairs in MAYOLY China.

本政策自 2026 年 10 月 19 日起生效，并取代法律部此前发布的其他合同管理规定。

8. Change log of revision 修订历史

Version 版本号	Date of Effectiveness 生效日期	Marks of modifications 修订说明
5.0	March 2024	(1) Update IPSEN CHINA to MAYOLY CHINA. 将 IPSEN CHINA 更新为 MAYOLY CHINA.

		(2) Contract Approval Form can be approved and submitted by paper or email. And it can be archived by copy or email.合同审批表可用纸质或电子邮件的形式进行审批、提交，也可用纸质或电子版进行存档。 (3) Amend the Contract Approval Form.修订了合同审批表。
MCN202610	19th October 2026	With business development of Company, re-structure the Contract Management policy in MAYOLY China. 基于公司发展需求，重构迈优力中国合同管理规定。 (1) Contract Approval Form is not needed, instead, to summarize key and necessary information of Contract via email. 无需合同审批表, 以邮件概述事项/项目必要信息代替。 (2) Either signature first or sealing first is ok while a Contract or documents need to be sealed and signed. 如文件需盖章和签字，先盖章或先签字均可。 (3) Counterparty sealing first is a principle not a mandatory. 合同相对方先盖章是原则，但不再作为强制要求。