

浙江亚太药业股份有限公司

与

**Benchmark Botanics Inc.**

与

**Rippington Investment Inc**

关于

在加拿大拟成立 **YATAI & BBT Biotech Ltd.** 公司

的

投资合作协议

**INVESTMENT COOPERATION AGREEMENT**

– by and between –

**Zhejiang Yatai Pharmaceutical Co., Ltd.**

– and –

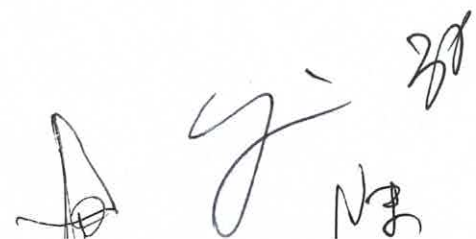
**Benchmark Botanics Inc.**

– and –

**Rippington Investment Inc**

IN RESPECT OF THE ESTABLISHMENT OF

**YATAI & BBT Biotech Ltd.**

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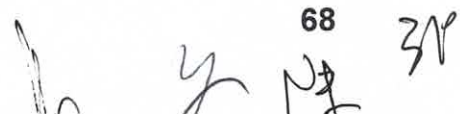
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# 投资合作协议

## INVESTMENT COOPERATION AGREEMENT

本投资合作协议（本“协议”）由以下三方于 2019 年 5 月 27 日签订：

**THIS INVESTMENT COOPERATION AGREEMENT (“Agreement”)** is signed on this 27<sup>th</sup> day of May, 2019, by and between the following three **Parties**:

- (1) 浙江亚太药业股份有限公司（以下简称“亚太药业”）系依据中华人民共和国法律法规登记注册的上市公司（证券代码：002370），合法存续，具有独立法人地位，已取得设立及经营业务所需的一切批准、授权和许可，并在法律允许的范围内合法经营，其法定代表人为陈尧根。
  - (1) Zhejiang Yatai Pharmaceutical Co., Ltd. (hereinafter referred to as “**Yatai Pharmaceutical**”) is a listed company established and existing under the laws of China (stock code: 002370), and is qualified as an independent legal person. All approvals, authorizations, and licenses required to operate have been obtained. **Yatai Pharmaceutical** legally operates within the scope permitted by law. The legal representative is Yaogen Chen.
  - (2) Benchmark Botanic Inc.（以下简称“**BBT**”，注册号：C1139893）系依据加拿大法律法规而设立的有限公司，目前已在加拿大证券交易所（CSE）上市（证券代码：BBT），BBT 公司重点致力于医用大麻的生产和相关产品研发，拥有一流的研发团队和先进的管理经验，在工业大麻领域亦有丰富的实践经验。其 CEO 为 William Ying。
  - (2) Benchmark Botanic Inc. (hereinafter referred to as “**BBT**”, registration number: C1139893) is a limited liability company established and existing under the laws of **Canada** and is currently listed on the Canadian Stock Exchange (CSE) (stock code: BBT). BBT’s strategic focus is on the production of medical cannabis and related product research and development (R&D). BBT has a first-class R&D team and advanced management experience, with extensive practical experience in the hemp industry. The CEO is William Ying.
- 截至本协议签署之日，Potanicals Green Growers Inc.（以下简称“**PGG**”，注册号：BC0993269）为 **BBT** 的全资子公司。**PGG** 系依据加拿大法律法规而设立的有限公司。截止本协议签订日，**PGG** 依据加拿大法律法规已获得加拿大卫生

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部颁发的大麻培育和生 产、萃取、批 发销售许可证（许可证号：10-MM0003/2018，有效期截止 2020 年 10 月 13 日）。本协议中所涉及有关 **PGG** 的相关义务，**BBT** 均已经取得 **PGG** 的合法授权。

As of the signing date of this Agreement, Potanicals Green Growers Inc. (hereinafter referred to as “**PGG**”, registration number: BC0993269) is a wholly owned **Subsidiary** of **BBT**. **PGG** is a limited liability company established and existing under the laws of Canada. As of the signing date of this Agreement, **PGG** holds a license issued by **Health Canada** for the cultivation, processing, and bulk sale of cannabis (license number: 10-MM0003/2018 , expiration date: 2020/10/13). **BBT** has obtained the legal authorization of **PGG** for the relevant obligations related to **PGG** in this Agreement.

- (3) Rippington Investment Inc.（以下简称“**RI**”），系根据依据加拿大法律法规而设立的有限公司，注册号为 BC1205871，其 CEO 为 Xiaoxiang Cao。
- (3) Rippington Investment Inc. (referred to hereinafter as “**RI**”) is a limited liability company established and existing under the laws of Canada (registration number: BC1205871). The CEO is Xiaoxiang Cao.

在本协议中，亚太药业、**BBT**、**RI** 单独称为“一方”，合称为“三方”。

In this Agreement, **Yatai Pharmaceutical**, **BBT**, and **RI** shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

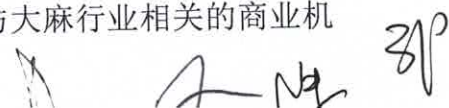
鉴于

## WHEREAS

**YATAI & BBT Biotech Ltd.**（“公司”），系拟依据加拿大法律法规而设立的有限公司，公司的首期发行股份 1400 万股，亚太药业、**BBT**、**RI** 是其首批股东，持有其首期全部发行的股份。

**Yatai & BBT Biotech Ltd.** (“**Company**”) is a limited liability company will be registered under the laws of **Canada**. The **Company** issued 14,000,000 shares, with **Yatai Pharmaceutical**, **BBT**, and **RI** as the initial shareholders holding all initial shares.

根据亚太药业与 **BBT** 于加拿大温哥华时间 2019 年 5 月 7 日签订的《战略合作协议》，三方达成投资合作意向，拟在加拿大设立公司，探索与大麻行业相关的商业机



会，在符合加拿大大麻法规的前提下，以推动高含量 CBD（大麻二酚）工业大麻的培育、种植、加工、销售和医用大麻的种植、研发以及高纯度 CBD 为主的大麻素的萃取、分离、提纯及其多领域的商业化应用。

On May 7, 2019 (Vancouver time), **Yatai Pharmaceutical** and **BBT** signed a **“Strategic Cooperation Agreement”**, pursuant to which the **Parties** established the intention to establish the **Company** in **Canada** to explore business opportunities in the Cannabis industry, subject to Canadian Cannabis Laws, potentially become involved in cultivation, production, processing, and marketing of high CBD (cannabidiol) cannabis products; the cultivation and R&D of medical cannabis; and the extraction, isolation, and purification of high-CBD cannabis oil for commercial application.

有鉴于此，并根据《战略合作协议》的规定，三方兹签订本投资合作协议，以规范公司在设立及未来运行过程中三方的权利义务、公司的治理及违约责任等。

Pursuant to the **“Strategic Cooperation Agreement”** the **“Parties”** hereby sign this **Agreement** to regulate the obligations and rights, corporate governance, and liability for breach of the **Agreement** of the **Parties** in the process of setting up, management, and operations of the **Company**.

兹达成一致如下：

**NOW THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. 定义

1. **DEFINITIONS AND INTERPRETATION**

1.1 定义

1.1 **Definitions**

本协议中（包括前言），除非上下文另有所指，下列术语的含义如下：

Unless the terms or context of this **Agreement** otherwise provide, the following terms shall have the meanings set out below:

会计年度指第 12.1 条中规定的含义。

**“Fiscal Year”** is defined in Article 12.1.

项目用地指公司即将购买的土地及其附属物，用于生产、经营的场所。



**The Facility** means the land and accessories that the **Company** is going to purchase and use for its operations.

关联方就一方而言，指该方的任何子公司或直接或间接控股公司、该控股公司的任何子公司以及受该方控制或该方直接或间接持有或控制其不少于 50% 已发行股本（份）的任何公司。

“**Affiliate**” in reference to a single **Party**, means any **Subsidiary** of the **Party**, direct or indirect holding company of the **Party**, or any company with more than 50% shares directly or indirectly held or controlled by the **Party**.

章程指与本协议同时被批准并采纳的经三方制定的章程。

“**Articles of Incorporation**” means Articles of Incorporation of the **Company** that are approved by the **Parties** with this **Agreement**.

授权指：

“**Authorization**” means:

- (a) 任何授权、批准、许可、允许、同意、资格、认证、备案、登记、证书、决议、指令或声明；和
- (a) any authorization, approval, permission, permission, consent, qualification, certification, filing, registration, certificate, resolution, order, or statement; and
- (b) 就某政府部门在获知后可能在特定时间内禁止或限制的任何事项而言，该政府部门未进行干涉或采取行动而该期限期满。
- (b) in the case of any matter that may be banned or restricted by a **Government Authority** within a specified period of time, the **Government Authority** does not interfere or take action, and the specified period expires.

董事会指公司的董事会。

“**Board of Directors**” or “**Board**” means the Board of Directors of the **Company**.

股东会指公司的股东会。

“**Shareholders**” means the Shareholders of the **Company**.

董事长指公司董事会的董事长。

**“Chairman of the Board” or “Chairman” means the Chairman of the Board of Directors of the Company.**

董事指公司的董事。

**Director means the director of the Company.**

协议指本《投资合作协议》。

**“Agreement” means this INVESTMENT COOPERATION AGREEMENT.**

违约事件指第 17.1 条中规定的事件。

**“Breach of Agreement” is defined in Article 17.1.**

违约方指造成违约事件的一方。

**“Breaching Party” means the Party causing the Breach of Agreement.**

不可抗力具有第 23.1 条中规定的含义。

**“Force Majeure” is defined in Article 23.1.**

CEO 指根据第 10.1 条被任命的公司首席执行官。

**“CEO” means the Chief Executive Officer of the Company appointed under Article 10.1.**

政府部门指任何：

**“Government Authority” means any:**

- (a) 政府或政府性质的、准政府的或司法机关或部门；或
- (a) government or governmental, quasi-governmental, or judicial department or agency; or
- (b) 任何政府的部委、部门、办事处、委员会、代表、机构、代理、署、机关或组织。



包括中华人民共和国、加拿大、不列颠哥伦比亚省、中华人民共和国商务部、中华人民共和国国家发展和改革委员会和中华人民共和国外汇管理局及浙江省分局及其分支机构、浙江省发展与改革委员会及其分支机构、浙江省商务厅及其分支机构、加拿大卫生部等。

- (b) any government ministry, department, office, committee, delegate, instrumentality, agency, board, authority or organization.

Including, but not limited to, **China, Canada, British Columbia**, the Ministry of Commerce of the People's Republic of China, the National Development and Reform Commission of the People's Republic of China, the People's Republic of China Administration of Foreign Exchange and its Zhejiang branches, Zhejiang Development and Reform Commission and its branches, Zhejiang Provincial Department of Commerce and its branches, and **Health Canada**.

合营期限指公司的经营期限。

**“Cooperation Term”** means the period of operation of the **Company**.

中国或加拿大法律指所有在中国或加拿大已颁布的、可公开获得的法律、法规、法令、规章或其他规范性文件以及其随后由其国家、省或市的政府部门或者其他政府部门不时颁布的修订。

**“Applicable Law of China”** or **“Applicable Law of Canada”** means any enacted laws, statutes, bylaws, regulations, or other regulatory documents and subsequent amendments issued by any legally established federal, provincial, or municipal **Government Authority** or amendment issued by other government authority from time to time.

非违约方指在相关时间内未造成违约事件的一方。

**“Non-Breaching Party”** refers to the Party who has not caused **Breach of Agreement** in the relevant time period.

中国指中华人民共和国，就本协议而言，不包括中国台湾、香港特别行政区和澳门特别行政区。



“**China**” means the People’s Republic of China, and, for the purposes of this **Agreement**, does not include Taiwan, Hong Kong, or Macau.

加拿大指 Canada。

“**Canada**” means Canada.

**BC 省**指：不列颠哥伦比亚省或 Province of British Columbia。

“**BC**” means the province of British Columbia.

相关方，就一方而言，指：

“**Relevant Parties**”, in reference to a single **Party**, means:

- (a) 该方的任何关联方；
- (a) any **Affiliate** of the **Party**;
- (b) 该方或其关联方享有股权权益的任何公司；
- (b) any company in which **the Party** or its **Affiliate** hold an equity interest;
- (c) 该方或段落(a)或(b)中所述实体的任何董事或高级管理层成员；或
- (c) any Director or senior management of the **Party** or entities referred to in (a) or (b); or
- (d) 段落(c)中所述的任何人的任何配偶、父母、姐妹、兄弟、儿子、女儿。
- (d) any spouse, parent, sibling, or child of any person referred to in (c).

人民币 指中国的法定货币。

“**RMB**” means the legal currency of **China**.

加元指加拿大的法定货币。

“**CAD**” means the legal currency of **Canada**.

外管局指中国的国家外汇管理局和/或其合适的地区分支机构。

“**SAFE**” means the State Administration of Foreign Exchange of China and/or its appropriate regional branch.

股东或三方指亚太药业、**BBT**、**RI**。



“**Shareholders**” or “**Parties**” means **Yatai Pharmaceutical, BBT, and RI.**

一方指亚太药业或 **BBT** 或 **RI**。

“**Party**” mean **Yatai Pharmaceutical** or **BBT** or **RI**.

子公司指一方或公司（视情况而定）通过拥有有表决权股份、注册资本或以其他方式直接或间接控制的任何公司或实体。三方理解，为本定义之目的，如果一方或公司（视情况而定）通过持有另一家公司或实体超过百分之五十（50%）或以上的有表决权股份或注册资本、或通过有权任命或选举另一家公司或实体董事会多数成员的方式或其他方法，有权直接或间接指示或促使其他方指示另一公司的管理和政策，则在此情况下，该方或公司（视情况而定）应被认为是“控制”另一家公司或实体。

“**Subsidiary**” means a company or entity that is directly or indirectly controlled by a **Party** or the **Company**(as the case may be) through voting shares, registered capital, or otherwise. The **Parties** agree that, for the purposes of this definition, if a **Party** or the **Company** (as the case may be) holds over fifty percent (50%) of the voting shares or registered capital of another company or entity, or has the ability to directly or indirectly direct or induce other parties to direct the management and policies of another party through the right to appoint or elect a majority of the board of directors or other means, the **Party** or the **Company** (as the case may be) is deemed to “control” another company or entity.

工作日指在加拿大境内非周六或周日或全国性假日的任何一日。

“**Business Day**” means any day in **Canada** that is not a Saturday, Sunday, or statutory holiday.

生效日指经三方内部程序批准且亚太药业在取得中国境外投资主管政府部门的核准和/或备案手续并完成办理外汇批准登记的时间。

“**Effective Date**” means the date on which the **Agreement** is approved by the internal procedures of **Parties**, and on which **Yatai Pharmaceutical** obtains the procedures of approval and/or registration of the **China** foreign investment **Government Authority** and completes the foreign exchange registration and approval.



## 1.2 解释

## 1.2 Interpretation

除非上下文另有要求，本协议的解释如下：

Unless otherwise indicated in the Agreement, definitions in this **Agreement** are understood as following:

- (a) 单数词将包括复数词且反之亦然，并且尤其是，任何单数定义的词或表达方式如果被使用为复数时将有相应的含义，且反之亦然，同时使用任何词性时也包含其他词性；
- (a) A singular word will include the plural, and vice versa. In particular, any singularly defined word or expression will have a corresponding meaning if it is used in the plural, and vice versa. Any singular form of a defined term will include the plural form, and vice versa;
- (b) 单词“包括”、“包含”、“举例”或“例如”不被用作，也不被解释为有限制性的词，并且当引出一个例子的时候，不要将该词的含义限制在与该例子或类似例子相关的范围内；
- (b) The words “including”, “such as,” or “for example” do not limit or restrict the term to the range of examples that are listed;
- (c) 本协议的前言和标题均不构成本协议的组成部分，并与其解释无关；
- (c) The **preface** and title of this **Agreement** do not form a substantive part of this **Agreement** and are not relevant to its interpretation;
- (d) 凡提及的法律指经不时修改的该等法律和取代其的法律条款以及该法律项下目前或不时有效的法规（如有）；
- (d) Any law mentioned refers to such laws as amended from time to time and the legal provisions that replace them, as well as regulations under the law (if existing);
- (e) 凡提及的协议或文本包括经不时修改的或变更的该等协议或文本；
- (e) References in this Agreement to contracts, agreement, or other documents, shall mean the same as amended from time to time;





- (f) 本协议中提及的任何段落指本协议中的该段（根据具体况而定）；
- (f) References in this **Agreement** to a paragraph, Article shall mean the specified paragraph, Article in this **Agreement** (unless otherwise specified);
- (g) 凡提及的某一个特定的人，即包括这个人的执行人、管理人、继任者、替代者（包括新替换的人）和准许的受让人（包括一方在本协议项下部分权利的受让人）；
- (g) A reference to any specific person shall include this person's executor, administrator, successor, substitute (including the newly replaced person), and permitted assignee (including the assignee of the partial rights or obligations or a Party under this Agreement)
- (h) 单词“人”包括个人、法人、公司、法人团体、合伙、合资企业、非法人团体或社团、或任何政府机构；和
- (h) A reference to a “person” includes any individual or entity (including any company, legal representation, business or other enterprise or entity, joint venture, institution, state or **Government Authority**)
- (i) 本协议的所有义务应按时如期的履行；
- (i) All obligations in this **Agreement** shall be performed on time;
- (j) 本协议中“以上”或“以下”均含本数。
- (j) Any reference to “more than” or “less than” is inclusive of the number stated in this **Agreement**.

## 2. 三方

## 2. PARTIES

本协议的三方如下：

The **Parties** to this **Agreement** are:

- (a) 亚太药业

授权代表：

姓名：陈尧根



职位：董事长

国籍：中国

(a) **Yatai Pharmaceutical**

Authorized representative:

Name: Yaogen Chen

Title: Chairman of the Board

Nationality: Chinese

(b) **BBT**

授权代表:

姓名: William Ying

职位: CEO

国籍: 加拿大

(b) **BBT**

Authorized representative:

Name: William Ying

Title: CEO

Nationality: Canadian

(c) **RI**

授权代表:

姓名: Xiaoxiang Cao

职位: CEO

国籍: 中国

(c) **RI**

Authorized representative:

Name: Xiaoxiang Cao



Title: CEO

Nationality: Chinese

3. 陈述和保证

3. REPRESENTATIONS AND WARRANTIES

3.1 相互陈述和保证

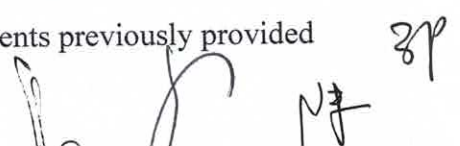
3.1 Mutual Representations and Warranties

每一方向另外两方陈述并保证，在本协议签署之日与生效日：

Each **Party** represents and warrants to the other two **Parties**, on the signing date here of and as of the **Effective Date**:

- (a) 其是根据其设立地或成立地的法律有效存续的一家独立法人实体；
- (a) it is an independent legal person duly organized and validly existing under the **Applicable Laws** of the place of its establishment or incorporation;
- (b) 其拥有签订本协议所需的公司权力，已取得签订本协议所需的一切必要权力、内部授权和批准，并且于生效日，将拥有充分履行其于本协议项下各项义务的一切必要权力、内部授权和批准；
- (b) it has the authority to enter into this **Agreement** and has obtained all consents and approvals and taken all necessary actions necessary for it to validly enter into and give effect to this **Agreement** and, as of the **Effective Date**, has full authority and authorization to perform its obligations hereunder.
- (c) 其已采取一切必要的公司行动，以便授权履行本协议，而且其在本协议上签字的代表已获得全权签署本协议；
- (c) it has taken all necessary actions to authorize the completion of this **Agreement**, and its signatory to this **Agreement** has obtained full authority to sign this **Agreement**;
- (d) 在生效日，本协议的规定构成有效并具有约束力的义务；
- (d) as of the **Effective Date**, the provisions of this Agreement constitute an effective and binding obligation;

- (e) 本协议的签订或其在本协议项下的义务的履行均没有抵触、或者导致违反或者构成没有履行下列各项的任何规定：其组织章程、营业执照、或任何政府部门或部门颁布的任何法律、条例、规定、授权或批准、其为一方或受之约束的任何协议或协议、或者对其有约束力的判决；
- (e) its signing of this **Agreement** and its performance of its obligations hereunder: (i) will not violate the provisions of its business license, articles of incorporation, articles of association, or similar organizational documents; (ii) will not violate any Applicable Laws or any governmental authorization or approval; (iii) will not violate or result in a default or breach under any other contract or agreement to which it is a party and any unilateral commitment or undertaking which binds it to give any third party a right to take action against it; and (iv) will not violate any judgment or arbitration award of any tribunal which it is subject or the order or ruling of any government or regulatory body to whose jurisdiction it is subject;
- (f) 尽其所知，并无尚未了结或威胁对其提起的与本协议有关的或将以任何方式影响其签订或履行本协议的能力的任何法律诉讼、仲裁或法律的、行政的或其他的程序或是政府调查；以及
- (f) no lawsuit, arbitration, investigation, or other legal or governmental proceeding is pending or, to its knowledge, threatened against it that would affect its ability to perform its obligations under this **Agreement**; and
- (g) 已经向另外两方披露了自任何来源获得并为其拥有的、与本协议相关的、可能会给一方充分履行其义务的能力带来实质不利影响的，或是如果披露给另外两方将会给另外两方签订本协议的意愿造成实质不利影响的、所有文件和信息，并且该方之前向另外两方提供的文件中不包含对重要事实的任何不实陈述，或遗漏说明使其中所包含的陈述不具有误导性的任何必要的重大事实。
- (g) it has disclosed to the other **Parties** any documents or information that may have a material adverse effect on its ability to fully perform its obligations under this **Agreement**, or the ability of the **Parties** to perform their obligations under this **Agreement**, and the documents previously provided



by it to the other **Parties** do not contain any falsehoods, untruths, misstatements, or omissions of material facts.

### 3.2 证书

#### 3.2 Letter of Authorization

在本协议签署之日或之前，每一方应向另外两方提供有关本协议签署人的授权函以及其董事会（或任何其他有权机构）通过的、批准签订本协议的决议。

On or before the signing date of this **Agreement**, each **Party** shall provide the other two **Parties** with a letter of authorization to its signatory and letter of approval to enter this **Agreement** from its board of directors (or any other authorized authority).

### 4. 公司的基本情况

#### 4. THE BASIC INFORMATION OF THE COMPANY

##### 4.1 公司的性质

##### 4.1 Establishment of Company

根据加拿大法律以及本协议的规定，公司是一家依据加拿大法律而设立的有限公司。

The Company is a limited liability company established under the **Applicable Law of Canada** and in accordance with the provisions of this **Agreement**.

##### 4.2 名称及法定地址

##### 4.2 Name and Registered Address

(a) 公司名称为：YATAI & BBT Biotech Ltd.。

(a) Name of the **Company**: YATAI & BBT Biotech Ltd.

(b) 公司的拟注册地址 14021 Rippington Road, Pitt Meadows, BC, Canada, 最终以工商注册为准。

(b) The **Company**'s register address is to be 14021 Rippington Road, Pitt Meadows, **BC, Canada**, the legal address of the **Company** is as registered with the **BC** Corporate Registry.



- (c) 经董事会和（若必要）相关政府部门批准，公司可根据其业务需要在加拿大境内设立分公司、子公司和联络处。
- (c) The **Company** may establish branch offices, subsidiaries, and liaison offices within **Canada** upon approval by the **Board of Directors** and (if necessary) the relevant **Government Authorities**.

#### 4.3 有限公司

#### 4.3 Limited Liability Company

- (a) 公司是加拿大法人，受加拿大法律的保护。公司的一切活动必须遵守加拿大法律的规定。

- (a) The **Company** shall be a legal person under the laws of **Canada**. The **Company** shall be protected by the **Applicable Laws of Canada**. The activities of the **Company** shall comply with the **Applicable Laws of Canada**.

- (b) 除非本协议、章程中或法律另有约定，三方认可并同意：

- (b) Unless otherwise agreed to in this **Agreement**, the **Articles of Incorporation**, or the Applicable Law, the **Parties** acknowledge and agree:  
公司的法定组织形式为有限公司；

The statutory organization of the **Company** is a limited liability company;  
公司须以其全部资产承担自身负债和义务；

The **Company** shall bear its own liabilities and obligations with all its assets;  
每一方应按其认购的股份分享公司的利润和分担公司的风险和亏损，  
但是无论前述规定如何，每一方对公司的风险和亏损以其认缴的出资额为限；

Each **Party** will share the **Company's** profits, risks, and losses according to the shareholding ratio, but regardless of the foregoing provisions, each **Party's** risk and losses to the company are limited to the amount of its capital contribution subscribed;



一方一经缴清其认购的股份相应出资，除 6.4 条所述之外，即不被要求向或代表公司以资本缴付、提供贷款、担保或其他等方式额外提供任何资金。

Once a **Party** has fully paid for the shares it has subscribed to, it shall not be required to provide any additional funds to or on behalf of the **Company**, such as capital payment, loan, guarantee, or other means, except as specified in Article 6.4.

(c) 本协议或章程中没有任何规定损害三方达成的其他义务或约定的责任。

(c) Nothing in this **Agreement** or the **Articles of Incorporation** acts to prejudice any other obligations entered into or liabilities created by the **Parties**.

(d) 公司的债权人将只能就公司的资产进行追偿而不应向任何一方进行追偿。

(d) The creditors of the **Company** will only be able to recover the assets of the company and shall not recover it from any of the **Parties**.

(e) 公司可以，全部或者部分的，就一方因第三方向公司的索赔而遭受或者产生的任何损害、费用、损失或者负债进行赔偿，除非该损害、费用、损失或负债是由该方的过错或疏忽造成的。

(e) The **Company** may, in whole or in part, compensate for any damages, expenses, losses, or liabilities suffered or incurred by a **Party** against a third party's claim, unless the damage, expense, loss, or liability is caused by such Party's sole fault or negligence.

#### 4.4 章程

#### 4.4 **Articles of Incorporation**

在签署本协议的同时，三方还应签订公司章程。章程应在生效日生效。

At the signing of this **Agreement**, the **Parties** will sign the **Articles of Incorporation of the Company**. The **Articles of Incorporation** are effective as of the **Effective Date**.



5. 公司的目的、经营范围和规模

5. **PURPOSE, SCOPE, AND SCALE OF OPERATION**

5.1 经营范围

5.1 **Scope of Business**

公司的经营范围是：探索与大麻行业相关的商业机会，在符合加拿大大麻法规的前提下，推动高含量 CBD 工业大麻的培育、种植、加工、销售和医疗大麻的种植、研发以及高纯度 CBD 为主的大麻素的萃取、分离、提纯及其多领域的商业化应用以及董事会决定的其他活动，以便促进公司产品在大麻产品合法化的国家或地区内的流通。

The scope of business of the **Company** shall be: To explore business opportunities in the Cannabis industry, subject to compliance with Canadian Cannabis and Hemp Regulation and Act, potentially become involved in cultivation, manufacture, processing, and marketing of high CBD (cannabidiol) cannabis products; the cultivation and R&D of medical cannabis; and the extraction, isolation, and purification of high-CBD cannabis oil for commercial; and any other activities as approved by the **Board of Directors**. In order to enhance the **Company's** products to be distributed in the countries and areas where cannabis products are legal.

6. 发行股份总额及融资

6. **TOTAL INVESTMENT AND REGISTERED CAPITAL**

6.1 发行股份总额

6.1 **Total Issued Shares**

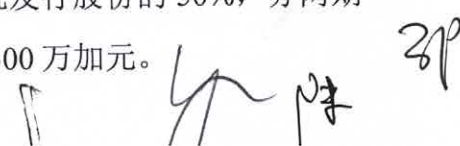
公司首批发行 1400 万股。

The **Company** will initially issue 14,000,000 shares.

6.2 出资方式及持股比例

6.2 **Contributions to Capital and Shareholding Ratio**

- (a) 亚太药业以 700 万加元认购 700 万股，占首批发行股份的 50%，分两期出资，第一期出资 400 万加元，第二期出资 300 万加元。





- (a) **Yatai Pharmaceutical** will purchase 7,000,000 shares with **CAD** \$ 7,000,000, representing 50% of the initial issued shares. The contributions will be two stages. The first stage **Yatai Pharmaceutical** will contribute **CAD** \$ 4 million and second stage **Yatai Pharmaceutical** will contribute **CAD** \$ 3 million.
- (b) **BBT** 以 **PGG** 拥有的由加拿大卫生部颁发的大麻种植、萃取、销售牌照，为公司的种植场地申请牌照为对价，获 350 万股，占首批发行股份的 25%。该股份在公司注册时发行，如果 **BBT** 未能在正常周期内帮助公司取得加拿大卫生部颁发的医用大麻种植、加工、销售牌照，该股份被取消，亚太药业和 **RI** 自行处置公司土地；
- (b) **BBT** will receive 3,500,000 shares, representing 25% of the initial issued shares, by causing **PGG** to use its existing **Health Canada** issued license to apply a license for **the Facility** for cannabis cultivation, processing, and sale. The shares will be issued at the time of **Company** registration. If **BBT** fails to help the **Company** obtains cannabis cultivation, processing, and sale licenses issued by **Health Canada** within a normal period of time, the shares will be cancelled. **Yatai Pharmaceutical** and **RI** will dispose of the **Company**'s land.
- (c) **RI** 以 350 万加元认购 350 万股，占首批发行股份的 25%，分两期出资，第一期出资 200 万加元，第二期出资 150 万加元。
- (c) **RI** will purchase 3,500,000 shares with **CAD**\$ 3,500,000, representing 25% of the initial issued shares. The contributions will be two stages. The first stage **RI** will contribute **CAD**\$ 2 million and second stage **RI** will contribute **CAD**\$ 1.5 million.
- (d) 公司收到资金后立即发行相应数量的股票。
- (d) The **Company** shall issue the corresponding number of shares immediately upon receipt of funds.

### 6.3 后续增发股份融资

### 6.3 Subsequent Issuance of Equity Financing



- (a) 公司后续增发股份融资，须由亲自、通过电话或视频会议或委托代表出席正式组成的董事会会议的所有董事表决人数三分之二以上通过。
- (a) Subsequent issuance of equity financing by the **Company** must be approved by more than two-third vote of all **Directors** through an official meeting of the **Board of Directors** in person, by telephone, by telephone or video conference, or by approved proxy.
- (b) 一方所认购的上述(a)增发股份的份额与其现有持股比例一致，如果任何一方未认购其份额则其他两方可以认购；
- (b) The subscription of a **Party** to the subsequent issuance of equity financing is consistent with its existing shareholding ratio; if any **Party** fails to subscribe for its share, the other two Parties may subscribe.

#### 6.4 额外融资

#### 6.4 Additional Financing

- (a) 公司用于购置项目土地、申请大麻生产牌照、大麻种植直至销售的项目运行资金，销售利润达到自负盈亏之前，原则上由公司向加拿大境内或境外的银行和金融机构贷款而取得。如无法通过借款而取得项目运行资金，由亚太药业通过合法程序、履行监管要求无息借款给公司。若公司自负盈亏之后，对项目进行扩建及增加研发投入等所需要的后续资金，原则上由公司向加拿大境内或境外的银行和金融机构贷款而取得。如无法通过借款而取得后续资金的，由亚太药业通过合法程序、履行监管要求借款给公司。
- (a) The **Company's** operating funds for the purchase of land and apply for a license for cannabis cultivation, processing, and sales, before the sale profit reaches its own profit and loss, shall, in principle, be obtained by loans from banks and other financial institutions in **Canada** or abroad. If the **Company** is unable to obtain the operating funds by loans, **Yatai Pharmaceutical** will issue an interest-free loan to the **Company** through the applicable legal procedures and regulatory requirements. After the sale profit reaches its own profit and loss, any additional funds required for the expansion of the project and increased of R&D investment shall, in principle, be obtained by the **Company** as loans from banks or other financial institution. If the **Company** is

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unable to obtain the additional funds by loans, **Yatai Pharmaceutical** will issue a loan to the **Company** through the applicable legal procedures and regulatory requirements.

(b) 除本协议另有约定外，三方同意，如果公司需要额外贷款融资，针对该等贷款的担保（如必要）应基于以下原则（按优先次序排列）提供，并遵循董事会确定的条款和条件：

(b) Except as otherwise provided in this **Agreement**, the **Parties** agree that in the event that the **Company** requires additional loans, the guarantees for such loans (if necessary) shall be provided on the basis of the following principles (in order of preference) and in accordance with the terms and conditions determined by the **Board of Directors**:

(i) 利用公司资产（如土地、房产、设备等）作为担保；

(i) Using the **Company**'s assets (such as real property, equipment, etc.) as guarantee;

(ii) 利用三方在公司的股权作为担保（若三方根据其内部公司治理制度得到批准）。

(ii) Using the shares of the **Parties** in the **Company** as guarantee (if the **Parties** have obtained approval according to their internal corporate governance).

7. 三方在公司设立及运行中的义务和权利

## 7. RESPONSIBILITIES AND RIGHTS OF THE PARTIES

### 7.1 亚太药业的义务

#### 7.1 Responsibilities of Yatai Pharmaceutical

(a) 履行国家商务部和发改委的关于对外投资的核准和/或备案手续。

(a) Perform the application and/or filing procedures for foreign investment as required by the Ministry of Commerce and the National Development and Reform Commission.

(b) 向外汇管理部门申请外汇审批流程。



(b) Apply to the Foreign Exchange Administration for the foreign exchange approval process.

(c) 为公司额外融资提供 6.4 条所述的援助。

(c) Provide assistance for additional financing to the **Company** as specified in Article 6.4

(d) 发挥在医药领域的药品研发、生产、销售方面等优势，促进大麻素在医药领域的发展。

(d) Integrate **Yatai Pharmaceutical's** advantages in drug research and development, production and sales in the pharmaceutical fields, and promote the development of cannabinoid in pharmaceutical fields.

## 7.2 BBT 的义务

### 7.2 Responsibilities of BBT

(a) 负责确认经营场地。

(a) Confirm the site of operation for the **Company**.

(b) 利用 **PGG** 拥有的大麻生产许可证，负责经营场地上的大麻培育、种植、加工、销售许可证申请。

(b) Obtain a licence for **the Facility** of operation for cannabis cultivation, processing, and sale, using the existing **PGG** licence for cannabis production.

(c) 充分发挥在大麻种植、加工方面等优势，为高纯度 CBD 大麻的育种、生产、加工提供全方面的技术支持。

(c) Integrate **BBT's** advantage in cannabis cultivation, processing to provide entire technical supports for the seed breeding, cultivation, processing of high percentage of CBD cannabis.

(d) 共享目前 **BBT** 已有的销售渠道和相关信息资源。

(e) Share **BBT's** existing sales channels and related information resource

(f) 确保育种目标为 CBD 含量达 15% 以上的大麻品种。



- (g) ensure that the breeding target of the cannabis has a CBD content of more than 15%.
- (h) 确保经纯化后的大麻 CBD 的纯度依据其使用领域（饮料、食品、保健品、医药等）的不同，保持在 35%-99.99%的纯度。
- (h) ensure that the purity of purified CBD of Cannabis shall be maintained at a rate of 35%-99.99%, depending on the field of use (beverage, food, health care products, medicine, etc).

### 7.3 RI 公司的义务

### 7.3 Responsibilities of RI

- (a) 负责筹集 350 万加元的认购资金，并于本协议签署后两日，将第一期出资 200 万加元（若由 RI 缴纳土地买单保证金，则扣除保证金部分）汇入加拿大注册会计师账户。
- (a) Raise **CAD\$ 3,500,000** in subscription funds, and deposit such **CAD\$ 2,000,000** in the first stage to the Canadian CPA account within two days after the signing of this **Agreement** (if **RI** pays the land deposit, then the amount of the land deposit shall be deducted from the **CAD\$ 2,000,000**).
- (b) 负责在加拿大注册会计师在收到 200 万加元（若由 RI 缴纳土地买单保证金，则扣除保证金部分）款后 2 日内，协助注册公司。
- (b) Assist in registering the **Company** within 2 days of the Canadian CPA receiving the subscription funds of **CAD\$2,000,000** (if **RI** pays the land deposit, then the amount of the land deposit shall be deducted).
- (c) 负责协调并帮助取得项目经营场地。
- (c) Be responsible for coordinating to acquire **the Facility**.
- (d) 协调帮助经营场地上的大麻培育、种植、加工、销售牌照申请及负责协调公司后续运行的相关事宜。
- (d) Assist in coordinating with the application of licenses for the cannabis cultivation, processing, and sale and be responsible for the coordination of the **Company's** operation and related issues.

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(e) 若由于时间原因，公司尚未注册，无法缴纳项目土地买单保证金的，则由 **RI** 负责代为缴纳。公司注册后，**RI** 需要把买单原稿、定金收据交付给公司，并和公司签署《土地买单转让协议》。

(e) If the **Company** is not able to complete registration and can not pay the land deposit due to time restraints, **RI** shall be responsible for the land deposit payment. After the registration of the **Company**, **RI** must deliver the original purchase and sale agreement and deposit receipt to the **Company** and sign an “Assignment of Purchase and Sale Agreement” with the **Company**.

#### 7.4 三方的权利

#### 7.4 **Rights of the Parties**

(a) 在公司研发过程中的形成的知识产权归公司所有，但一方经他方同意，可以无偿被授权使用。

(a) The intellectual property developed in the **Company**'s R&D process is owned by the **Company**, but a **Party** is authorized to use the intellectual property without cost upon approval by the other **Parties**.

(b) 利润分配的权利。

(b) The right to distribute profits.

(c) 查阅公司账簿的权利。

(c) The right to access the **Company**'s books.

(d) 参与股东会的权利。

(d) The right to attend Shareholders' meetings.

(e) 其他根据加拿大法律股东所享有的其他权利。

(e) Other rights enjoyed by shareholders under Canadian law.

#### 8. 股东会

#### 8. **SHAREHOLDERS**

#### 8.1 股东会职权



## 8.1 Powers of the Shareholders

公司股东会由全体股东组成。股东会是公司的最高权力机构，行使以下职权：

The **Shareholders** shall consist of all **Shareholders** of the **Company**. The **Shareholders** shall be the highest authority of the **Company**, with the following powers:

- (i) 公司的终止、清算或解散或者变更公司形式；
- (i) the termination, liquidation, or dissolution of the **Company** or change in statutory organization of the **Company**;
- (ii) 公司的合并或分立；
- (ii) the merger or division of the **Company**;
- (iii) 审议批准公司的年度财务预算方案、决算方案；
- (iii) the review and approval of the **Company's** annual financial budgets and financial reports;
- (iv) 审议批准公司的利润分配方案和弥补亏损方案；
- (iv) the review and approval of the **Company's** annual profit distribution plan;
- (v) 对章程的任何修订；
- (v) the amendment of the **Articles of Incorporation**;
- (vi) 发行股份总数的任何增加或减少；
- (vi) the increase or decrease in the total number of shares issued;
- (vii) 有关公司 150 万加元以上的贷款的决议或 20 万加元以上的单项目日常支出；
- (vii) decisions on the **Company** taking on loans of more than CAD \$1,500,000 or approval of a single major operating expense more than CAD \$200,000;
- (viii) 与任何其他第三方订立单项交易或者十二（12）个月期间的系列相关交易的协议总价值超过 200 万加元（若对方为一个组织）或

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100 万加元（若对方为一名自然人）的任何协议或其他安排，除非该等协议或其他安排是依照股东会批准的某一现有协议、股东会会在公司年度预算中明确批准的某一交易或任何股东会决议订立的；

(viii) any negotiation or arrangement with a third party in relation to a single transaction or a series of related transactions over a period of twelve (12) months above **CAD \$ 2,000,000** (if the third party is an organization) or **CAD \$1,000,000** (if the third party is a natural person), unless such negotiation or arrangement is made in accordance with an existing agreement approved by the **Shareholders** or a transaction approved by the **Shareholders** in the **Company's annual budget** or any resolution of the **Shareholders**;

(ix) 公司发行任何债券，或者出售、转让、让与、出租或以其他方式处置公司的全部固定资产或其中的任何重大部分，或者授予购买、租赁或以其他方式收购（不论是在一次转让中还是在一系列的相关转让中）公司的全部固定资产或其中的任何重大部分的选择权或其他权利，或者由公司向任何第三方提供任何保证或补偿保障，或者成为任何第三方的保证人；

(ix) the issuance of any debenture by the **Company**, or the sale, transfer, assignment, lease or other disposition of, over all or any of the **Company's** material fixed assets, or other right to purchase, lease or otherwise acquire (whether in one transfer or a series of related transfers) over, all or substantially all of the assets of the **Company** or the giving by the **Company** of any guarantee or indemnity to or becoming surety for any third party;

(x) 超过经批准的年度预算的幅度高于 20% 或者单项交易或者十二（12）个月期间内的系列相关交易的投资价值累计超过了 200 万加元（以较高者为准）的资本支出和投资；

(x) decisions on any capital expenditures or investments exceeding the approved annual budget by 20% or a single transaction or series of related transactions over a period of twelve (12) months exceeding **CAD \$ 2,000,000** (whichever is higher);



- (xvi) 公司设立任何分公司或子公司或者其他由其投资的公司；
- (xvi) the establishment of additional branch offices and subsidiaries of the **Company** or other companies invested by the **Company**;
- (xvii) 决定聘任和解雇董事会成员；
- (xvii) the appointment and dismissal of members of the **Board of Directors**;
- (xix) 批准外部审计师、会计师和长期法律顾问的聘请、更换和解聘；
- (xix) the appointment, replacement, and dismissal of external auditors, accountants, and long-term legal counsel;
- (xx) 根据加拿大法律需要由股东会批准的任何其他事项。
- (xx) any other matters which under the **Applicable laws of Canada** requires **Shareholders'** approval.

(b) 关于上文(i)至(iv)中所述事项的决定须取得三分之二以上有表决权股东的赞成方可通过，而其他事项只须要取得半数以上有表决权股东同意即可通过。

( b ) Decisions regarding the matters in (i) to (iv) shall be passed by approval of more than two-third of the voting **Shareholders**. Other matters shall be passed by approval of more than half of the voting **Shareholders**.

## 8.2 会议举行

## 8.2 Meetings

股东会会议分为定期会议和临时会议。定期会议应当依照章程的规定按时召开。代表 25%以上表决权的股东提议召开临时会议的，应当召开临时会议。股东会会议可以采取电话或视频方式举行。

**Shareholders'** meetings are divided into regular meetings and ad hoc meetings. Regular meetings shall be held on time in accordance with the provisions of the **Articles of Incorporation**. If more than 25% of voting Shareholders propose to hold an ad hoc meeting, an ad hoc meeting shall be convened. The **Shareholders'** meetings can be held by telephone or video conference.

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9. 董事会

9. BOARD OF DIRECTORS

9.1 董事会的组成

9.1 Formation of the Board of Directors

(a) 公司将设董事会作为公司日常运营的权力机构。

(a) The **Company** shall appoint the **Board of Directors** as the authority for the **Company's daily operations**.

(b) 董事会由三（3）名董事组成：

(b) The **Board of Directors** shall consist of three (3) **Directors**:

—（1）名董事由亚太药业委派；及

—（1）**Director** appointed by **Yatai Pharmaceutical**; and

—（1）名董事由 **BBT** 委派；

—（1）**Director** appointed by **BBT**; and

—（1）名董事由 **RI** 委派

—（1）**Director** appointed by **RI**.

(c) 本协议签署日时和其后每次董事任免的时候，每一方须立即通知另外两方和公司其委派或免职的董事的姓名及简历。

(c) As of the signing date of this **Agreement** and every subsequent dismissal of a **Director**, each **Party** shall immediately notify the other two **Parties** and the **Company** of the name and resume of the appointed or dismissed **Director**.

9.2 董事长的任命和职权

9.2 Appointment and Powers of the Chairman of the Board

(a) 亚太药业有权委派一位董事担任董事长，**BBT** 有权委派一位董事担任副董事长。



- (a) **Yatai Pharmaceutical** shall appoint a **Director** to serve as the **Chairman of the Board**, and **BBT** shall appoint a **Director** to serve as Vice Chairman of the Board.
- (b) 董事长负责主持董事会会议。
- (b) The **Chairman** is responsible for chairing the **Board** meetings.
- (c) 董事长将在董事会授权的范围内履行其职权。
- (c) The **Chairman** will perform his or her duties within the scope authorized by the **Board of Directors**.
- (d) 当董事长由于某些原因不能履行其职责时，副董事长或由董事长指定的另一名董事可暂时代理董事长职务。
- (d) Whenever the **Chairman** is unable to perform his or her responsibilities for any reason, the Vice Chairman or other **Director** appointed by the **Chairman** shall temporarily perform the responsibilities of the **Chairman**.

### 9.3 董事

#### 9.3 Director

- (a) 董事和董事长的任期为三（3）年，如原委派方继续委派可以连任。
- (a) **Directors** and the **Chairman** shall serve for terms of three (3) years each, and can be re-elected if appointed by the appointing **Party**.
- (b) 董事可由相关委派方自主决定免除其职务。公司终止或清算时董事自动免职。
- (b) The appointing party can dismiss a **Director** at their discretion. **Directors** are automatically dismissed when the **Company** terminates or liquidates.
- (c) 如果由于董事的退休、辞职、生病、丧失行为能力或死亡或因原委派方免去其职务而导致董事会席位空缺，原委派方可以在十五（15）个工作日内委派一名继任者，在缺任董事的剩余任期内继任董事，并书面通知公司和另外两方该继任者的姓名及简历。
- (c) If a seat on the **Board of Directors** is vacant due to retirement, resignation, illness, incapacity, or death of a **Director** or due to dismissal of the **Director**

by the appointing **Party**, the appointing **Party** can appoint a successor within fifteen (15) **Business Days** to succeed the **Director** for his or her remaining term, and notify the **Company** and other two **Parties** of the successor's name and resume.

#### 9.4 董事的责任

#### 9.4 Responsibilities of a Director

董事的任何作为或不作为若构成故意的不当行为、严重疏忽或者违反公司章程和/或加拿大法律法规的任何强制性条款，应当就对第三方造成所有索赔和责任赔偿承担连带责任。除上述情况外，董事对勤勉尽职履行相关董事职责不承担个人责任。

No **Director** shall bear any personal liability for any acts performed in good faith in his or her capacity as a **Director** or as assigned by the **Board of Directors**, except for wilful misconduct, gross negligence, and/or acts in violation of the **Applicable laws of Canada** or the **Company's Articles of Incorporation**.

#### 9.5 董事会的权力

#### 9.5 Powers of the Board of Directors

董事会是公司的日常运营的权力机构。讨论并决定以下事项：

The **Board of Directors** is the authority for the **Company's daily operations**, and shall discuss and decide the following:

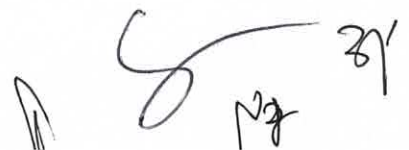
- (i) 公司的经营计划和投资方案；
- (i) the **Company's** operation and investment plan;
- (ii) 制订公司的年度财务预算方案、决算方案；
- (ii) creating the **Company's** annual financial budgets and financial reports;
- (iii) 制订公司的利润分配方案和弥补亏损方案；
- (iii) creating the **Company's** annual profit distribution plan;
- (iv) 制订公司合并、分立、解散或者变更公司形式的方案；



- (iv) developing plans for the **Company's** merger, division, or change in statutory organization;
  - (v) 决定公司内部管理机构的设置，如聘任或解聘 **CEO** 和首席财务官、董事会秘书等；
  - (v) decision on the **Company's** internal management, such as appointing or dismissing the **CEO** and Chief Financial Officer, Secretary of the Board of Directors, etc.;
  - (vi) 批准单次 5 万加元以上的重大日常开支；
  - (vi) approval of a single major operating expense more than **CAD \$50,000**;
  - (vii) 批准 30 万加元以上的重大借款；
  - (vii) approval of major borrowings of more than **CAD \$300,000**;
  - (viii) 公司的任何重大固定资产上设定任何抵押、押记、留置权、产权负担或其他第三方担保权益；
  - (viii) any mortgage, charge, lien, encumbrance, or other third party security interest in any significant fixed assets of the **Company**;
  - (ix) 章程规定的其他由董事会决策或者由股东会授权的事项。
  - (ix) other matters as required by the **Articles of Incorporation** requiring decision by the **Board of Directors** or as authorized by the **Shareholders**.
- (b) 关于上文(i)至(iv)中所述事项须取得出席董事会的三分之二以上的董事同意方可通过，而所有其他事项只须要取得出席董事会二分之一以上的董事同意即可过。
- (b) Decisions regarding the matters in (i) to (iv) shall be passed more than two-third approval of the **Directors** who attend the **board meeting**. Other matters shall be passed by approval by more than half of **Directors** who attend the **board meeting**.

## 9.6 年度方案和预算

## 9.6 Annual Operation Plan and Financial Budget



- (a) 董事会应就每个会计年度为公司编制年度实施方案和预算，其中包括在该会计年度开展公司业务所发生的所有费用和开支。
- (a) Each **Fiscal Year**, the **Board of Directors** shall prepare an annual operation plan and financial budget for the **Company**, including all costs and expenses that will be incurred to conduct the **Company's** operations during the **Fiscal Year**.
- (b) 年度实施方案和预算应当依据通用商业会计准则及惯例和股东会的指示编制。
- (b) The annual operation plan and financial budget shall be prepared in accordance with General Accounting Standards and Practices and the instructions of the **Shareholders**.
- (c) 年度实施方案和预算应当不晚于每个会计年度开始前九十（90）天提交给股东会审阅并批准。经批准的实施方案和预算将在整个会计年度期间内定期提交给股东会审阅和讨论。如果在某一会计年度开始后股东会仍未批准该年度的预算，公司应按股东会批准的前一年度预算的 80%开展经营活动，直至股东会批准该会计年度的预算。
- (c) The annual operation plan and financial budget shall be submitted to the **Shareholders** for review and approval no later than ninety (90) days prior to the start of each **Fiscal Year**. The approved operation plan and financial budget shall be periodically submitted for review to the **Shareholders** for review and discussion during the duration of the Fiscal Year. If the **Shareholders** have not approved the financial budget upon the start of a Fiscal Year, the **Company** shall operate at 80% of the previous year's financial budget approved by the **Shareholders** until the **Shareholders** approve the financial budget for the current Fiscal Year.

## 9.7 董事会会议

### 9.7 Board Meetings

- (a) 会议
- (a) Meetings

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- (ii) 公司应在生效日起一（1）周内举行一次董事会会议。
- (i) The **Company** shall hold a **Board** meeting within one (1) week of the **Effective Date**.
- (ii) 董事会首次会议后，董事会将每年至少举行两（2）次会议。
- (ii) After the initial **Board** meeting, the **Board of Directors** will hold at least two (2) meetings per year.
- (iii) 董事会会议应在公司的法定地址或是董事会事先指定的位于中国境内或加拿大境内的其他地点举行。
- (iii) **Board** meetings shall be held at the **Company's** legal address or at another location within the territory of **China** or **Canada** designated by the **Board of Directors**.
- (iv) 董事长负责召集并主持董事会会议。董事长应当根据任一方的书面请求或者至少两（2）名董事提出的书面建议（在收到该等请求或建议后的一（1）个月内）召开董事会临时会议。董事长应决定该等临时会议的时间和地点。董事长不能或未行使该等权力的，则董事长可以指定副董事长或另一名董事作出决定。
- (iv) The **Chairman** is responsible for calling and chairing the **Board of Directors'** meetings. The **Chairman** shall call an ad hoc meeting on the basis of a written request from a **Party** or at least two (2) **Directors** (within one (1) month of receiving such request or recommendation). The **Chairman** shall decide the time and location of the ad hoc meetings. Whenever the **Chairman** is unable to or has not performed this responsibility, the **Chairman** can appoint the Vice Chairman of the Board or other **Director** to perform the responsibility.
- (v) 亚太药业、BBT 和 RI 应督促其委派的董事亲自或委托代理人参加每次的董事会会议。
- (v) **Yatai Pharmaceutical, BBT and RI** shall encourage their appointed Directors to attend each Board meeting in person or by proxy.

(b) Notice and Agenda

董事长（或根据第 9.7(a)(iv)条行事的任何其他人）应：

The **Chairman** (or any other person acting under Article 9.7(a)(iv)) shall:

- (i) 在董事会会议前至少十（10）个工作日发出召开会议的通知和议程。在短于通知期限的时间内收到会议通知的董事可以通过书面形式或者通过出席有关会议的方式放弃通知期限的要求；
- (i) issue a notice and agenda for the meeting at least ten (10) **Business Days** prior to the Board meeting. A Director who receives a notice of meeting within a time period shorter than the notice period may waive the request of notice period by writing or by attending the relevant meeting;
- (ii) 在 **CEO** 的协助下制定董事会会议的议程，该议程应该说明任何董事要求纳入议程的任何事项；
- (ii) develop an agenda for the **Board** meeting with the assistance of the **CEO**, which shall include any matters requested by a **Director** to be included in the agenda;
- (iii) 召集并主持董事会会议。
- (iii) call and chair the **Board** meeting.

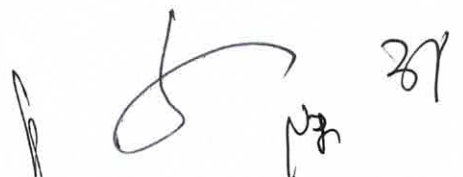
(c) 电话或视频会议

(c) Telephone or Video conference

董事会会议可以以电话或视频会议的方式进行，由董事亲自或委托他人代表其出席。任何在该等会议上通过的决议须为书面形式且由所有参加该会议的董事或其委托代表签字。

**Board meetings** may be conducted by telephone or video conference, by the **Director** or by proxy. Any resolution passed at such meetings shall be in writing and signed by all **Directors** in attendance or their authorized representative.

(d) 语言





(d) Language

董事会会议应以中文进行。向董事提供的所有通知和董事会文件应同时使用英文和中文书写。

**Board** meetings shall be conducted in Chinese. Any notice and documents distributed to the Board shall be written in both English and Chinese.

(e) 委托代表和缺席

(e) Authorized Representative and Absence

(i) 如果董事不能出席董事会会议，该董事可以出具委托书委托他人代表其出席会议。

(i) If a **Director** is unable to attend the **Board** meeting, the **Director** may issue a written proxy and entrust an authorized representative to participate the meeting on their behalf.

(ii) 委托代表：

(ii) An authorized representative so entrusted:

(A) 可在委托书载明的授权范围内参加委托其的董事不能出席的董事会会议并代表该董事进行投票；

(A) may participate in **Board** meetings and vote on any resolution within the scope of authorization specified in the written proxy;

(B) 在董事会会议上享有与委托其的董事同样的权利和权力并承担与该董事同样的职责； 和

(C) shall have the same rights, powers, and responsibilities as the **Director** at the **Board** meetings; and

(C) 可以同时担任一名以上董事的委托代表。

(D) may serve as authorized representative for more than one **Director**.



(iii) 董事可以撤销对委托代表的授权委托，无论该项委托是否有特定期限。如果一董事不再担任董事，该董事对任何委托代表的委托立即终止。

(iii) The **Director** may revoke the proxy to the authorized representative, regardless of whether the proxy has a specific period of time. If a **Director** ceases to be a **Director**, any entrusted representative by proxy is immediately terminated.

(iv) 董事对一位委托代表的委托和撤消委托应以书面形式出具。除非本协议另有规定，该委托书或撤销委托书须向董事会提交一份经有关董事签字的原件方可生效。

(iv) The **Director**'s entrustment and withdrawal of proxy shall be in writing. Except as otherwise provided in this **Agreement**, the proxy or withdrawal of proxy is effective upon submission of a signed original to the **Board of Directors**.

(v) 如果董事不参加董事会会议并且未按照本第 9.7(e)条的规定委托一位委托代表代其参加，则视为该董事缺席。

(v) If a **Director** does not attend a **Board** meeting and fails to entrust an authorized representative in accordance with Article 9.7(e), the **Director** is deemed to be absent.

(f) 法定人数

(f) Quorum

为了任何董事会会议议事的目的，两（2）名董事亲自或由委托代表出席会议方构成法定人数。

Two (2) **Directors** present in person or by proxy shall constitute a quorum necessary for the conduct of business at a **Board** meeting.

(g) 投票

(g) Voting



- (i) 每位董事或其委托代表有权就提交董事会进行投票决议的事项进行投票，并且该董事或其委托代表有权投出一票。
- (i) Each **Director** has the right to vote on resolutions at a **Board** meeting, and each **Director** shall have one vote.
- (ii) 如果董事讨论的、须经出席董事三分之二以上同意的事项未能表决通过，则该事项可以延期并且董事可以商议将该事项延期至另一个日期讨论，在该日期，各董事将再次召开会议处理分歧。每位董事应尽最大的努力处理分歧。
- (ii) If a resolution discussed by a **Director** requiring more than two-third approval who attend the **Board** meeting is not passed, then the matter may be postponed and the **Director** may defer the discussion of the matter to a later date, upon which date, the **Directors** shall discuss the matter again, and each **Director** shall do his or her utmost to resolve their differences.
- (iii) 在第二次董事会会议中如果各董事就该事项再次未能表决通过，各董事应终止该会议并且该议案将被视为未通过。
- (iii) In the second **Board** meeting, if the **Directors** fail to approve the matter again, the meeting shall be terminated and the proposed matter shall be deemed as not approved.

(h) 其他出席者

(h) Other Participants

**CEO** 可以应多数董事的邀请列席董事会会议，但除非他或她同时担任董事，否则不得投票。

The **CEO** may attend the **Board** meeting at the invitation of a majority of **Directors**, but may not vote unless he or she is also a **Director**.

(i) 未经过会议的决定

(i) Resolutions without a Meeting



(i) 如果所有董事书面同意董事会采取任何行动，则无须召开董事会会议就可采取上述行动。

(i) In lieu of a resolution adopted at a **Board** meeting, the **Board** may adopt such resolution in writing without a meeting if all **Directors** agree in writing.

(ii) 此等书面同意（中文或英文）应与董事会会议记录一并归档备案，并具有与董事会成员亲自出席表决通过的决议一样的作用和效力。

(ii) If approved, such written resolution (in Chinese or English) shall be filed with the minutes of the **Board** proceedings and shall have the same force and effect as a vote taken by members present in person or by proxy at a duly convened **Board** meeting.

(j) 董事会会议记录

(j) **Meeting Minutes**

(i) 董事会应：

(i) The **Board of Directors** shall:

(A) 保留所有会议完整、准确的会议记录（中文和英文）；及

(A) maintain complete and accurate minutes of all meetings (in Chinese and English); and

(B) 在每次会议结束后，在可能的情况下尽快（但不应超过会议后的七（7）天）向所有董事提供所有的会议记录。

(B) at the end of each meeting, distribute meeting minutes to all **Directors** as soon as possible (within seven (7) days after the meeting).

(ii) 任何董事对会议记录希望提出任何修改或补充的，应在收到会议记录后的七（7）天内以书面形式向董事长提出。



- (ii) Any **Director** who wishes to propose any amendment or addition thereto shall submit the same in writing to the **Chairman** within seven (7) days following receipt of the proposed minutes.
- (iii) 董事长应在任何会议后最迟十五（15）天内对会议记录定稿，并且使所有董事在收到最终会议记录后的七（7）天内签署该记录。
- (iii) The minutes shall be finalized by the **Chairman** no later than fifteen (15) days following a meeting. The finalized minutes shall be signed by all Directors within seven (7) days following receipt of the finalized minutes.

## 10. 管理机构

### 10. OPERATION AND MANAGEMENT

公司应设一（1）名 **CEO** 和 **CEO** 指定的其他管理职务（但首席财务官除外，首席财务官应由董事会委派）。

The **Company** shall have one (1) **CEO** and other management positions designated by the **CEO** (except for the Chief Financial Officer, the Chief Financial Officer shall be appointed by the **Board of Directors**).

#### 10.1 CEO

#### 10.1 CEO

- (a) 公司的 **CEO** 应由 **BBT** 提名，由董事会委派。公司的首席财务官或担任类似职务的人员应由亚太药业提名，由董事会委派。
- (a) The **CEO** of the **Company** shall be nominated by **BBT** and appointed by the **Board of Directors**. The Chief Financial Officer or person holding a similar position shall be nominated by **Yatai Pharmaceutical** and appointed by the **Board of Directors**.
- (b) **CEO** 就公司的日常经营管理向董事会负责，并且应当对于法律或本协议和章程未规定由董事会或三方决定的一切事务有决策权。特别是，**CEO** 应当：



- (b) The **CEO** shall be responsible to the **Board of Directors** for all of the day-to-day operations and management of the **Company**; shall have decision-making authority on all matters of the **Company** not requiring approval of the **Board of Directors** or the **Parties** under the **Applicable Law of Canada**, this **Agreement**, or the **Articles of Incorporation**. In particular, the **CEO** shall:
- (i) 实施董事会通过的决议;
  - (i) implement resolutions passed by the **Board of Directors**;
  - (ii) 组织和指导公司的日常经营和管理;
  - (ii) organize and direct the day-to-day operations and management of the **Company**;
  - (iii) 就外部事务在董事会授权范围内代表公司;
  - (iii) represent the **Company** for external affairs within the authorization of the **Board of Directors**;
  - (iv) 聘任或解聘其他管理人员（需由董事会任免的高级管理人员除外）;
  - (iv) hire and dismiss other management personnel (except senior management who are required to be appointed or dismissed by the **Board of Directors**);
  - (v) 行使和履行董事会批准的其他权利和义务。
  - (v) Implement and perform other rights and obligations approved by the **Board of Directors**.

## 11. 劳动管理

## 11. LABOUR MANAGEMENT

### 11.1 劳动管理原则

### 11.1 Labour Management Plan

- (a) **CEO** 将在人力资源经理的协助下，制定有关员工下列事项的方案：



(a) The **CEO** shall, with the assistance of the Human Resources Manager, develop a plan for the following labour management matters:

(iii) 招聘;

(i) recruitment;

(ii) 工资和奖金;

(ii) wages and bonuses;

(iii) 聘用条件;

(iii) terms of employment;

(iv) 终止与解聘;

(iv) termination and dismissal;

(v) 保险;

(v) insurance;

(vi) 福利; 以及

(vi) welfare; and

(vii) 纪律。

(vii) discipline.

方案应当遵守加拿大法律、本协议、章程和董事会不时确定的政策。

The plan shall comply with **the Applicable Law of Canada**, this **Agreement**, the **Articles of Incorporation**, and resolutions as adopted by the **Board of Directors** from time to time.

(b) 所有劳动管理方案（如果这些方案与工资总额和/或员工总数的年度增长相关）在由 CEO 实施之前都需要得到董事会的批准。

(b) All labour management plans (if related to total annual salary and/or annual increase in total number of employees) require approval from the **Board of Directors** before implementation by the **CEO**.



## 11.2 Company Staff

- (a) 公司有制定其聘用政策和条件的自主权。
- (a) The **Company** has the right to develop its employment policies and conditions.
- (b) 公司新员工将根据其职业资格和工作经验从应聘者中选出。
- (b) New employees for the **Company** shall be selected from candidates based on their professional qualifications and work experience.
- (c) 公司和每个员工应当签订劳动协议，规定有关员工聘用、辞职、退休、工资、劳动保险、福利、奖惩等事宜。
- (c) The **Company** shall sign an employment contract with each employee, with provisions concerning the matters of employee recruitment, resignation, retirement, wages, employment insurance, benefits, bonuses, discipline, etc.
- (d) 员工的资质和人数将依据公司的经营需要决定。
- (d) The qualifications and number of employees will be determined based on the **Company's** operational needs.

## 11.3 高级管理人员

### 11.3 Senior Management

公司可以依据个人聘用协议聘用高级管理人员。董事会将决定高级管理人员聘用和补偿的具体事宜。

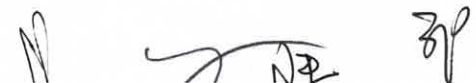
The **Company** may hire senior management personnel with individual employment contracts. The **Board of Directors** shall determine the specific matters of senior management recruitment and compensation.

## 11.4 员工保护合规

### 11.4 Labour Protection

公司应当遵守加拿大有关政府部门有关劳动保护的规章和规定，确保安全和文明运营。公司员工的社会福利保险应当依据相关加拿大法律办理。

The **Company** shall conform to the regulations of the relevant **Government Authority in Canada** concerning labour protection and ensure safe and civilized





operation. Labour and social insurance for employees of the **Company** shall be handled in accordance with the **Applicable Laws of Canada**.

## 12. 财务和会计

## 12. FINANCIAL AFFAIRS AND ACCOUNTING

### 12.1 会计年度

#### 12.1 Fiscal Year

公司采纳的会计年度始于一月一日并结束于同年十二月三十一日。

The **Fiscal Year** adopted by the **Company** begins on January 1 and ends on December 31 of the same year.

### 12.2 会计制度

#### 12.2 Accounting Systems

(a) 公司首席财务官向董事会报告，负责公司的财务管理。

(a) The Chief Financial Officer of the **Company** shall report to the **Board of Directors** and shall be responsible for the financial management of the **Company**.

(b) 首席财务官应当依据中国和加拿大法律编制会计制度和程序，并尽可能将国际通用财务准则考虑在内。

(b) The Chief Financial Officer shall prepare the accounting systems and procedures of the **Company** in accordance with the **Applicable Laws of China and Applicable Laws of Canada** and take into account international general financial standards wherever possible.

(c) 公司应当：

(c) The **Company** shall:

(i) 保存所有的发票、收据、统计报表，且以中英文保存报告；

(i) keep and report all invoices, receipts, statistical statements in both Chinese and English;

(ii) 以加元作为其记账本位币编制公司财务报表；及



- (ii) adopt **CAD** as its bookkeeping base currency for **Company** financial statements; and
- (iii) 依据加拿大法律向相关政府部门提交会计报表;
- (iii) Submit financial statements to relevant **Government Authorities** in accordance with the **Applicable Laws of Canada**.
- (d) 三方及其外部会计师应当有充分和平等的权利查阅公司账目（但不得影响公司的正常经营），该等账目应保存在公司法定地址。
- (d) The **Parties** and their external accountants shall have full and equal rights to access the **Company's** books (but shall not affect the normal operation of the **Company**), and such books shall be kept at the **Company's** legal address.

### 12.3 账目和审计

### 12.3 Auditing

- (a) 年度审计
- (a) Annual Audit

三方特此同意，公司应当聘请亚太药业指定的会计师事务所为公司的外部审计师，对公司进行年度审计并向股东会提交年度审计报告，前提是这家会计事务所在中国具有良好的声誉且具有相应资质。公司的审计报告应当依据中国公认会计准则编制。

The **Parties** hereby agree that the **Company** shall engage an independent auditor designated by **Yatai Pharmaceutical** to examine and verify the annual financial report, provided that the designated auditor has a good reputation in **China** and the relevant qualifications. The **Company's** audit report shall be prepared in accordance with the Generally Accepted Accounting Standards of China.

如果 **BBT** 或 **RI** 对该等审计报告的准确性有异议，经 **BBT** 或 **RI** 要求，股东会应聘请独立于任何一方的另一名注册会计师对该等审计报告的结果进行核实。如果该等审计报告最终被证明有重大错误，则应聘请三方约定的一家新的会计事务所对公司重新进行审计，重新审计的结果应被视为终局的。

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If **BBT or RI** disputes the accuracy of these audit reports, upon request by **BBT or RI**, the **Shareholders** shall engage another independent certified public accountant of any **Party** to verify the results of the audit report. If the audit report is shown to be materially wrong, a new auditor approved by all three **Parties** shall be engaged to re-audit the **Company**, and the results of the re-audit shall be considered final.

股东会按照前述规定聘请的审计师，公司均应尽可能对其工作给予配合。

The **Company** shall cooperate with the auditor designated by the **Shareholders** as specified above.

(b) 未经审计的管理账目

(b) Unaudited Accounts

公司应当在每个日历月结束后尽快（并且在任何情况下不晚于十二（12）个工作日内）以符合相关方要求的方式向三方提供：

The **Company** shall provide to the **Parties**, as soon as possible after the end of each calendar month (and no later than twelve (12) **Business Days** in any case), in a manner consistent with the requests of the Relevant Parties:

(i) 未经审计的合并管理账目，其应当包括：

(i) Unaudited consolidated accounts, which shall include:

(A) 详细的损益表；

(A) detailed income statement;

(B) 资产负债表；以及

(B) balance sheet; and

(C) 现金流量表；

(C) cash flow statement;

(ii) 销售和其他收入分析；

(ii) sales and other income analysis;



- (iii) 预算审查;
  - (iii) budget review;
  - (iv) 相应月度的资金预算和收入结果的核对; 以及
  - (iv) review of the corresponding monthly budget and income results; and
  - (v) (如果董事会要求) 当月的资金来源和使用表。
  - (v) (if requested by the **Board of Directors**) sources and uses of funds for the current month.
- (c) 年度账目
- (c) Annual Statements

公司应当在每个会计年度结束后尽快（并且在任何情况下不晚于下一年的三月三十一日）向三方提供经审计的合并资产负债表和损益表的复印件。任何期中/半年度报告应在四十五（45）个日历日内提供。

The **Company** shall provide the **Parties** with a copy of the audited consolidated balance sheet and income statement as soon as possible after the end of each **Fiscal Year** (and in any case no later than March 31st of the following year). Any interim/semi-annual report shall be available within forty-five (45) calendar days.

## 12.4 获得信息

### 12.4 Acquiring Information

- (a) 在限制一方依据本协议的任何其他规定获得任何其他信息的权利的前提下，每一方都将有充分的权限获得公司（以及公司的任何全资子公司或者任何分公司）的、与公司业务经营以及公司自身进行的或代表公司进行的所有交易（以及该等交易的费用和开支）有关的账目、记录、信息或者报告，包括：
- (a) Without prejudice to the right of any **Party** to obtain any other information pursuant to any other provision of this **Agreement**, each **Party** shall have full authority to acquire accounts, records, information or reports relating to the **Company** (and any wholly-owned **Subsidiary** or any branch of the **Company**),

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relating to the **Company's** business operations and all transactions carried out by or on behalf of the **Company** (and the costs and expenses of such transactions), including:

- (i) 有关公司缴纳保险的信息;
  - (i) information about the **Company's** payment of insurance;
  - (ii) 有关公司缴纳的所有税款的信息;
  - (ii) information on all taxes paid by the **Company**;
  - (iii) 公司的材料、设备、供应的库存和其他财产; 以及
  - (iii) the **Company's** materials, equipment, supply of stock, and other property; and
  - (iv) 一方合理要求的任何其他信息。
  - (iv) any other information reasonably requested by a **Party**.
- (b) 三方同意, 尽最大努力确保每一方都有充分权限查阅公司的任何非全资子公司或者任何分公司的第 12.4(a)条规定的所有信息。
- (b) The **Parties** agree to do their utmost to ensure that each **Party** has full authority to access all information contained in Article 12.4(a) for any non-wholly owned **Subsidiary** of the **Company** or any branch.

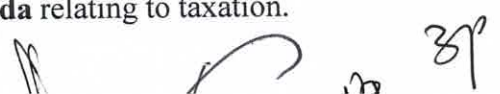
### 13. 税务和保险

### 13. TAXATION AND INSURANCE

#### 13.1 税款缴纳

#### 13.1 Taxation

- (a) 公司应当按照有关加拿大法律纳税。
- (a) The **Company** shall pay taxes under the **Applicable Laws of Canada** relating to taxation.
- (b) 公司的所有员工应当按照加拿大法律缴纳个人所得税。
- (b) All employees of the **Company** shall pay tax on their individual income in accordance with the **Applicable Laws of Canada** relating to taxation.



(c) 如果公司在取得不动产过程中不可避免的需要缴纳境外买家购置税，所支付的相关税款由公司承担。

(c) If the **Company** needs to pay the foreign buyer purchase tax in the process of obtaining real estate, the relevant taxes shall be paid by the **Company**.

### 13.2 税收待遇

### 13.2 Tax Concessions

公司将尽最大努力申请并获得加拿大法律所规定的任何可享受的税收优惠及减免待遇。

The **Company** will do its utmost to submit applications to and receive any tax benefits and relief benefits under the **Applicable Laws of Canada**.

### 13.3 保险

### 13.3 Insurance

(a) 公司可按照加拿大法律的规定向被批准在加拿大经营保险业务的保险公司投保。在遵守适用的加拿大法律的前提下，必要时也可向加拿大境外的保险公司投保。公司应在商业上合理的情况下就火灾和其他风险进行投保并使其保持有效。

(a) The company may take out and maintain insurance for the **Company** in accordance with the **Applicable Laws of Canada** from an insurance company certified to conduct insurance business in **Canada**. Subject to the **Applicable Laws of Canada**, the **Company** may also take out insurance from insurance companies outside of **Canada** if necessary. The **Company** shall take out and maintain insurance for the **Company** against fire and such other risks when reasonably required for operation.

(b) 对于公司的保单，公司应当向三方提供：

(b) Regarding the **Company's** insurance policy, the **Company** shall provide to the **Parties**:

(i) 注明保险范围和条款的保单复印件，并使任何一方可以在提出要求的前提下审查保单的原件；以及



- (i) a copy of the policy indicating the scope and terms of coverage and allow any **Party** to review the original of the policy if requested; and
- (ii) 一方合理要求的上述保单的任何其他证明
- (ii) any other proof of the above policy as reasonably requested by a **Party**.

## 14. 利润分配

### 14. PROFIT DISTRIBUTION

#### 14.1 利润分配

#### 14.1 Profit Distribution

- (a) 董事会应在公司的年度审计报告出具后，决定公司税后净利中对公司业务适当的持续经营和发展所合理必需的留存金额，然后按股份进行利润分配。公司在项目用地取得所有经营性收益归公司所有，在取得牌照正式运营的第一年度，在归还向银行等金融机构和亚太药业借款本金及利息后，将剩余可分配利润不低于 50%比例按三方股份比例进行利润分配；正式运营的第二年度开始，在归还向银行等金融机构和亚太药业借款本金及利息后，将剩余可分配利润不低于 60%按三方股份比例进行利润分配；正式运营的第三年度开始，在归还向银行等金融机构和亚太药业借款本金及利息后，将剩余可分配利润不低于 70%按三方股份比例进行利润分配。
- (a) After the issuance of the **Company's** annual audit report, the **Board of Directors** shall determine the amount of the **Company's** after-tax net profits that must be reserved for the continued operation and development of the **Company's** business, and then distribute the profits according in proportion of shareholding ratios. All the operating income generated from **the Facility** will belong to the **Company**. In the first year following issuance of the license of **the Facility**, the **Company** will distribute no less than 50% of the remaining distributable profits to the **Parties** in proportion of shareholding ratios, after the return of the loan principal and interest to the financial institutions such as banks and **Yatai Pharmaceutical**. For the second year of the **Company's** normal operations after issuance of the license, the **Company** will distribute no less than 60% of the remaining distributable profits to the **Parties** in proportion of shareholding ratios, after the return of the loan principal and

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interest to the financial institutions such as banks and **Yatai Pharmaceutical**. For the third year of the **Company's** normal operations after issuance of the license and thereafter, the **Company** will distribute no less than 70% of the remaining distributable profits to the **Parties** in proportion of shareholding ratios, after the return of the loan principal and interest to the financial institutions such as banks and **Yatai Pharmaceutical**.

- (b) 董事会应当采取所有必要的措施在每个会计年度结束后的前五（5）个月内宣布并分配利润。
- (b) The **Board of Directors** shall take all necessary steps to announce and distribute profits within the first five (5) months after the end of each **Fiscal Year**.
- (c) 公司留存的以前年度的利润可以并入本年度的可分配利润，再以留存收益弥补当年亏损之后进行分配。
- (c) The profits of a previous year retained by the **Company** can be incorporated into the distributable profits of the current year, and can be used to make up for losses in the current year before distributions of remaining distributable profits.

## 15. 股权的转让

### 15. TRANSFER OF SHARES

#### 15.1 未经同意不得转让

#### 15.1 May Not Be Transferred Without Consent

除本协议或章程允许之外，一方不得：

Except as permitted by this **Agreement** or the **Articles of Incorporation**, a **Party** may not:

- (a) 出售、转让、让与或者另行处置其股份，除非另外两方同意；或者
- (a) sell, transfer, assign, or otherwise dispose of its shares, unless with the consent of the other two **Parties**; or





(b) 在其全部或者任何部分的股份权益上创设任何抵押、担保、质押或者其他权利负担，除非另外两方书面同意。

(b) create any collateral, security, pledge, or other encumbrance on all or any shares, unless the other two **Parties** consent in writing.

## 15.2 优先受让权

### 15.2 Priority of Transfer

公司的股东之间可以相互转让其全部或者部分股权。股东向股东以外的人转让股权，应当经其他股东一致同意。其他股东向外部股东转让股权，亚太药业享有第一顺位的优先受让权，即在同等条件下，优先于另一位股东或外部股东受让该股权。

The **Company's** Shareholders may transfer all or part of their shares to each other. When a Shareholder transfers shares to a person other than a Shareholder, it must be unanimously approved by other Shareholders. **Yatai Pharmaceutical** shall hold the right of first refusal over any other existing or new Shareholder to purchase such transferred shares.

## 16. 转让的一般规定

### 16. GENERAL PROVISIONS OF TRANSFER

#### 16.1 持续的义务

#### 16.1 Ongoing Obligations

如果一方依据本协议条款转让其全部或者部分股份，其在转让之后就转让的范围内不再承担本协议项下的义务，但以下义务除外：

If a **Party** transfers all or part of its shares pursuant to the provisions of this **Agreement**, it will not be liable under this **Agreement** with regards to the transferred portion, except for the following obligations:

(a) 列明于第 22、23、24、25 和 28 条的义务；以及

(a) the obligations set out in Articles 22, 23, 24, 25, and 28; and

(b) 在其不再为协议一方之日或者之前发生或者产生的本协议项下的任何其他义务。



- (b) any other obligations under this **Agreement** that occur or arise on or before the date on which it ceases to be a **Party**.

## 17. 违约

### 17. BREACH OF CONTRACT

#### 17.1 违约事件

##### 17.1 Breach of Agreement

以下每一事件均为违约事件：

Each of the following events is a **Breach of Agreement**:

- (a) 如果一方严重违反其在本协议项下的义务；
- (a) if a **Party** is in material breach of its obligations under this **Agreement**;
- (b) 如果一方严重违反其在章程下的义务。
- (b) if a **Party** is in material breach of its obligations under the **Articles of Incorporation**.

#### 17.2 补救违约事件及违约责任

##### 17.2 Remedies and Liability for Breach of Agreement

在违约事件发生之后的任何时间，非违约方可以向违约方送达一份书面通知，并指明送达通知所涉及的违约事件，并且

At any time after the **Breach of Agreement**, the **Non-Breaching Party** may serve a written notice to the **Breaching Party** describing the nature and scope of the breach, and:

- (a) 如果违约事件可以补救，要求其在通知送达之后的六十（60）天内补救；或者
- (a) if the **Breach of Agreement** can be cured, demand the **Breaching Party** to cure the breach within sixty (60) days of receipt of the written notice; or
- (b) 如果违约事件无法补救，要求违约方在通知送达之日后的三十（30）天内补偿其对非违约方造成的任何损失、责任、开支、费用或者损害。



(b) if the **Breach of Agreement** cannot be cured, demand the **Breaching Party** to compensate, within thirty (30) days of receipt of the written notice, for any loss, liability, expense, or damages caused to the Non-Breaching Party.

(c) 如果 **BBT** 无法履行 7.2 (b) 中的义务, **BBT** 在公司的股权将被即时取消; 如果 **RI** 无法履行 7.3 (c) 中的义务, 亚太药业可以行使原价收购 (即 350 万加元) **RI** 在公司的全部股权。

(c) If **BBT** is unable to perform its responsibilities under Article 7.2(b), then **BBT's** shares in the **Company** will be immediately cancelled; if **RI** is unable to perform its responsibilities under Article 7.3(b), Yatai Pharmaceutical may exercise the right to purchase **RI's** entire shareholding in the **Company** at original price (CAD\$ 3,500,000).

## 18. 合营期限

### 18. “Cooperation Term”

#### 18.1 期限

#### 18.1 Term

公司的合营期限为永久。

The **Company's** “*Cooperation Term*” shall be perpetual.

## 19. 终止

### 19. TERMINATION

#### 19.1 三方无单方面终止权利

#### 19.1 The Parties Have No Unilateral Rights to Termination

除第 19.2 条中规定的之外, 三方无权单方面终止本协议。

Except as provided in Article 19.2, none of the **Parties** has a right to terminate this **Agreement** unilaterally.

#### 19.2 终止事件

#### 19.2 Termination Event

下列每一种情形为一项本协议的终止事件:



Each of the following situations is a **Termination Event** of this **Agreement**:

- (a) 本协议经三方书面协议予以终止;
- (a) the **Agreement** is terminated by written agreement between all the **Parties**;
- (b) 公司或者一方破产、清算或者成为清算程序的标的;
- (b) the **Company** or a **Party** becomes bankrupt, liquidated, or the subject of a liquidation proceeding;
- (c) 一方违反本协议关于股份转让的规定;
- (c) a **Party** violates the provisions of this **Agreement** regarding the transfer of share equity;
- (d) 公司因合并或者分立需要清算;
- (d) the **Company** must be liquidated for merger or division;
- (e) 公司违反加拿大法律法规被依法责令关闭的;
- (e) the **Company** is ordered to close due to violation of the **Applicable Laws of Canada**;
- (f) 不可抗力事件致使公司连续十二（12）个月无法继续经营时;
- (f) a **Force Majeure** event causes the **Company** to be unable to continue operations for twelve (12) consecutive months;
- (g) 其他加拿大法律法规规定公司终止的情形。
- (g) other events that constitute the termination of the company by the **Applicable Laws of Canada**.

### 19.3 有意终止的通知

#### 19.3 Notice of Intention to Terminate

如果发生了一项终止事件，任何一方均可向另一方发送通知告知其已发生终止事件。

如果任何一方因终止事件发送该等通知，三方应当进行至少二十（20）个工作日（或三方同意的更长期间）的磋商，以期达成友好解决方式，避免终止本协议。



In the event that a **Termination Event** has occurred, any **Party** may give notification to other **Parties** that the **Termination Event** has occurred.

In the event that a **Party** gives such notification of a **Termination Event** the **Parties** shall conduct negotiations for at least twenty (20) **Business Days** (or a longer period agreed to by the **Parties**) to resolve the situation and prevent termination of this **Agreement**.

#### 19.4 终止通知

#### 19.4 Notice of Termination

如果在第 19.3 条项下的期间内未能达成任何协议，任何一方可以向另一方发出通知要求终止本协议（“终止通知”）。一旦送达终止通知，三方同意进行任何事项以使得本协议的终止生效。

In the event that no agreement is reached within the period under Article 19.3, any **Party** may serve a notice to another **Party** to request termination of this **Agreement** (“**Notice of Termination**”). Once the **Termination Notice** is served, the **Parties** agree to do anything required to make the termination of this **Agreement** effective.

#### 19.5 存续

#### 19.5 Continuing Obligations

本第 19 条以及第 1、3、16、20、21、22、24 和 26 条应在本协议终止后继续有效。

This Article 19 and Articles 1, 3, 16, 20, 21, 22, 24, and 26 shall survive the termination of this **Agreement**.

#### 20. 清算

#### 20. LIQUIDATION

##### 20.1 申请清算

##### 20.1 Application for Liquidation

如果公司期限届满，或者公司的解散申请获得批准，或者在其他情形下本协议终止或公司解散，公司应当根据相关加拿大法律、本协议及章程进行清算。



If the **Company** expires, or if the **Company's** application for dissolution is approved, or if this **Agreement** is otherwise terminated or if the **Company** is otherwise dissolved, the **Company** shall liquidate in accordance in accordance with the **Applicable Laws of Canada, this Agreement, and the Articles of Incorporation.**

## 20.2 清算委员会

## 20.2 Liquidation Committee

董事会应当建立由三（3）名成员组成的清算委员会。

The **Board of Directors** shall appoint a Liquidation Committee consisting of three (3) members.

## 20.3 清算委员会的职责

## 20.3 Responsibilities of the Liquidation Committee

(a) 清算委员会在清算期间应履行下列职责：

(a) The **Liquidation Committee** shall perform the following duties during the liquidation period:

(i) 清理公司财产，分别编制资产负债表和财产清单；

(i) clear the **Company's** assets and prepare a balance sheet and list of assets;

(ii) 通知债权人并公告；

(ii) notify the creditor and make an announcement;

(iii) 处理与清算公司未了结的业务；

(iii) handle and clear any unfinished business of the **Company**;

(iv) 清缴所欠税款以及清算过程中产生的税款；

(iv) clear taxes owed and taxes generated during the liquidation process;

(v) 清理公司的债权、债务；

(ii) clear the **Company's** claims and debts;

(iii) 处理公司清偿债务后的剩余财产；

(vii) processing the remaining assets of the **Company** after the debt is paid off;

- (viii) 代表公司参与民事诉讼和仲裁活动。
- (viii) participate in civil litigation and arbitration on behalf of the **Company**.
- (b) 清算委员会应当自成立之日起十（10）日内通知公司债权人，并按照加拿大法律进行清算公告。清算委员会应当对申报的债权进行登记。在申报债权期间，清算委员会不得清偿任何债务。
- (b) The **Liquidation Committee** shall notify the **Company's** creditors within ten (10) days from the date of its establishment, and make **Liquidation** announcements according to the **Applicable Law of Canada**. The **Liquidation Committee** shall register the declared claims. The **Liquidation Committee** shall not pay off any debts during the reporting period of claims.
- (c) 清算委员会在清理公司财产、编制公司资产负债表和财产清单后，应当制定清算方案，并报三方确认。
- (c) After clearing the **Company's** assets, preparing the **Company's** balance sheet and list of assets, the **Liquidation Committee** shall prepare a liquidation plan and report it to the **Parties** for confirmation.
- (d) 公司财产在分别支付清算费用、职工的工资、社会保险费用和法定补偿金，缴纳所欠税款，清偿公司债务后的剩余财产，按照三方持有的公司股权比例分配。
- (d) The assets of the **Company** will be distributed according to the shareholding ratio of the **Parties**, after paying for liquidation expenses, wages of employees, social insurance expenses and statutory compensation, taxes owed, and paying for remaining claims and debts.

#### 20.4 帐簿和文件的保存

#### 20.4 Maintenance of Books and Documents

公司解散后，所有帐簿和文件应由亚太药业和 **BBT** 各自保存一份。

After the **Company** is dissolved, **Yatai Pharmaceutical** and **BBT** shall keep a copy of all books and documents.



## 20.5 清算报告

### 20.5 Liquidation Report

公司清算结束后，清算委员会应当制作清算报告并提交股东会批准，股东会批准后报公司注册机构注销公司，公告公司终止。

After the liquidation of the **Company**, the **Liquidation Committee** shall make a liquidation report and submit it to the **Shareholders** for approval. After approval by the **Shareholders**, the **Company Registration Agency** shall cancel the **Company** and announce the termination of the **Company**.

## 21. 公告

### 21. ANNOUNCEMENT

受限于第 22 条，所有与本协议和本协议预期的交易有关的公告的内容应经三方书面同意后方可发布。

Subject to Article 22, all announcements relating to this **Agreement** and the transactions contemplated by this **Agreement** shall be published only with the written consent of the **Parties**.

## 22. 保密

### 22. CONFIDENTIALITY

#### 22.1 协议保密

#### 22.1 Agreement Confidentiality

本协议的条款和条件以及一方由于本协议允许而接触的所有具有保密性、专有性、技术保密性或商业敏感性的信息（无论何种形式）（“保密信息”）均是保密的。

The terms and conditions of this **Agreement** and any information (in any form) ("**Confidential Information**") that a **Party** is permitted to receive as a result of this **Agreement** that is confidential, proprietary, technically confidential, or commercially sensitive is confidential.

#### 22.2 不披露

#### 22.2 Non-Disclosure






三方承诺，其自身及其员工未经另一方书面同意不会向任何第三方披露保密信息。已经处于公共领域（非因违反本协议）的信息或下列信息允许披露：

The **Parties** agrees that they and their employees will not disclose confidential information to any third party without the written consent of the other **Parties**. Information that is already in the public domain (not due to the breach of this **Agreement**) or the following information is permitted to be disclosed:

- (a) 向披露方的专业顾问或代理人披露的信息；
- (a) information disclosed to the professional advisor or agent of the disclosing Party;
- (b) 向披露方的关联方披露的信息；
- (b) information disclosed to the **Affiliate** of the disclosing party;
- (c) 在披露方收到保密信息之前已经处于该方占有之下并且不受披露限制的信息（该等占有应当有书面证据）；
- (c) information already in the possession of the disclosing party before the party received **Confidential Information** and was not subject to non-disclosure(written evidence of the possession is required);
- (d) 从一名具有合法授权披露该等信息的第三方处获得的信息；
- (d) information obtained from a third party with legal authority to disclose such information;
- (e) 由披露方独立开发的信息；
- (e) information independently developed by the disclosing party;
- (f) 三方书面同意授权披露的信息；
- (f) information authorized for disclosure by written consent of the **Parties**;
- (g) 在其相关方、专业法律顾问、财务顾问和金融专家承诺对披露的任何保密信息保密的前提下向该等人员披露的信息；
- (g) information disclosed to a **Relevant Party**, professional legal counsel, financial advisors, and accounting professionals on the premise that any that any **Confidential Information** disclosed will be kept confidential;;

- (h) 法律、任何政府部门或披露方无法合理控制的法律、会计或其他监管规定所要求披露的信息（包括任何相关证券交易所、税务机关的规则或为获得任何政府或政府部门的同意、授权、许可、允许或批准之目的所必需）；
- (h) information required by law, any **Government Authority**, or legal, accounting, or other regulatory requirements that the disclosure party cannot reasonably control (including any relevant stock exchange, rules of the tax authorities or disclosure required by any government or **Government Authority** for the purpose of authorization, permission, permission or approval);
- (i) 向金融机构及其技术和专业顾问（该等披露与寻求任何贷款或其他融资安排相关，其融资目的与披露方履行其在本协议项下的义务直接有关）披露的信息；
- (i) information disclosed to financial institutions and their technical and professional advisors (which are related to the pursuit of any loan or other financing arrangement whose financing purposes are directly related to the performance of obligations of the disclosing party under this **Agreement**);
- (j) 向披露方在本协议项下的所有或部分的权利和义务的善意潜在受让方披露的信息，或向披露方的股权或其他间接经济权益的善意潜在收购方披露的信息（但该披露的目的应仅为满足潜在受让方或收购方获知有关拟转让或收购的权益或股权的价值，并且该披露应仅限于潜在受让方或收购方获知有关拟转让或收购的权益或股权的价值所必需的信息）；或
- (j) information disclosed to the bona fide potential transferee of all or part of the rights and obligations of the disclosing party under this **Agreement**, or information disclosed to the bona fide potential acquirer of the disclosing party's equity or other indirect economic interest (but the purpose of this disclosure shall only be to satisfy the potential transferee or the acquirer's knowledge of the value of the equity or equity to be transferred or acquired, and the disclosure shall be limited to the potential transferee or acquirer's knowledge of the interest to be transferred or acquired or information necessary for the value of the equity); or
- 

(k) 因涉及三方的任何仲裁、专家鉴定、行政或法律程序而合理必要披露的信息。

(k) information reasonably necessary to disclose for any arbitration, expert appraisal, administrative or legal process involving the **Parties**.

### 22.3 仅向必要人员披露本协议

### 22.4 Disclosure of this Agreement Only to Necessary Personnel

三方应采取所有合理必要措施，确保仅由在履行职责过程中有必要获取保密信息的人员获得保密信息。

The **Parties** shall take all reasonable and necessary measures to ensure that **Confidential Information** is only disclosed to those personnel who require the **Confidential Information** in the course of performing their duties.

### 22.4 披露方采取措施确保维持保密性

### 22.4 Disclosing Party Takes Measures to Maintain Confidentiality

本第 22 条项下允许披露信息的一方应采取所有合理措施，确保披露对象会就向其披露的所有信息进行保密。


This Article 22 permits the disclosing **Party** to take all reasonable steps to ensure that the person receiving the information will keep the disclosed information confidential.

### 22.5 保密信息泄露的通知

### 22.5 Notice of Disclosure of Confidential Information

(a) 如果一方觉察到其已经或可能已经违反本第 22 条的要求，该方应当立即通知另外两方，并且采取所有合理行动以阻止或停止可能或实际违反本协议的行为。

(a) If a **Party** perceives that it has or may have violated the requirements of this Article 22, that **Party** shall immediately notify the other two **Parties** and take all reasonable action to prevent or cease any possible or actual violation of this **Agreement**.



(b) 如果一方觉察到或怀疑任何未经授权人员获得了或意欲获得任何保密信息，该方应当立即通知另外两方，并采取合理措施阻止或停止可能或实际违反本协议的行为。

(b) If a **Party** perceives or suspects that any unauthorized person has obtained or intends to obtain any **Confidential Information**, that party shall immediately notify the other two **Parties** and take all reasonable steps to prevent or stop the possible or actual violation of this **Agreement**.

## 23. 不可抗力

## 23. FORCE MAJEURE

### 23.1 不可抗力的含义

#### 23.1 Definition of Force Majeure

本协议中使用的术语“不可抗力”是指生效日后出现的，主张不可抗力的一方不能合理控制、不能预料、不能避免或不能克服，从而妨碍该方履行或者部分履行本协议的任何事由，包括：

In this **Agreement**, “**Force Majeure**” means all events occurring after the **Effective Date** which are beyond the control of the **Parties** to this **Agreement**, and which are unforeseen, unavoidable, and insurmountable, and which prevent total or partial performance by the **Parties** for any matter in this **Agreement**. Such events include:

- (a) 天灾；
- (a) natural disasters;
- (b) 公敌行为；
- (b) acts of public enemies;
- (c) 战争（无论宣战与否）；
- (c) war (whether declared or not);
- (d) 封锁；
- (d) blockades;
- (e) 地震；



- (e) earthquakes;
- (f) 闪电、风暴、飓风或洪水;
- (f) lightning, storms, hurricanes, or floods;
- (g) 火灾;
- (g) fire;
- (h) 爆炸;
- (h) explosions;
- (i) 传染病;
- (i) epidemics;
- (j) 恐怖主义行为; 以及
- (j) acts of terrorism; and
- (k) 禁运
- (k) embargo;
- (L) 三方所在国监管政策或政府部门行为。

(L) Policy and acts of government or **Government Authorities** in the located countries of the **Parties**;

以及其他任何主张不可抗力的一方不能合理控制的事由（无论是否属于上述具体列出的种类）。

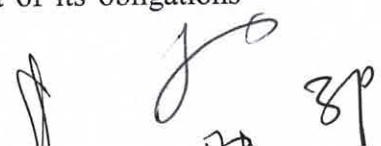
or any other instances which cannot be foreseen, prevented, or controlled by a **Party** claiming **Force Majeure** (regardless of whether it falls within the above listed categories).

## 23.2 救济

## 23.2 Remedies

如果因为不可抗力导致一方无法全部或部分履行其在本协议项下的任何义务:

If, due to **Force Majeure**, a **Party** is unable to fulfill all or part of its obligations under this **Agreement**:



- (a) 该方将迅速通知另一方关于不可抗力的全部细节（在合理限度内），以及就该方所知其无法履行或迟延履行义务的可能范围；
- (a) the **Party** will promptly inform the other **Parties** of the full details of the **Force Majeure** (with reasonable limits) and the extent to which the **Party** is aware of its inability to perform or delay the performance of its obligations;
- (b) 本协议相关合同义务中止履行，但仅限于不可抗力影响的范围和时间期限内；并且
- (b) the performance of the contractual obligations of this **Agreement** shall be suspended, but only within the scope and time limit of the **Force Majeure**; and
- (c) 该方应采取所有合理努力，在其可能做到的范围内及时克服或消除不可抗力的影响。
- (d) the **Party** shall make all reasonable efforts to overcome or eliminate the effects of **Force Majeure** in a timely manner to the extent it may be possible.

## 24. 争议解决

## 24. SETTLEMENT OF DISPUTES

### 24.1 友好协商解决

### 24.1 Friendly Consultations

除本协议另有规定之外，三方应通过友好协商的方式解决任何因本协议引起的或与本协议有关的争议或权利主张。如果任何一方希望解决任何该等争议或者权利主张，其必须首先通知另外两方。

Except as otherwise provided in this **Agreement**, the **Parties** shall settle any disputes or claims arising out of or in connection with this **Agreement** through friendly consultations. If a **Party** wishes to resolve any such dispute or claim, it must first notify the other two **Parties**.

### 24.2 和解

### 24.2 Settlement



三方在将争议或权利主张提交仲裁之前，可以协议尝试以和解的方式（由三方的法定代表人或者授权代表并根据书面约定的条款和程序）解决该等争议或权利主张。

Before submitting the dispute or claim to arbitration, the **Parties** may agree to resolve the dispute or claim by means of settlement (by the legal representative or authorized representative of the **Parties** and in accordance with the terms and procedures agreed upon in writing).

#### 24.3 提交仲裁

#### 24.3 Arbitration

本协议均适用中国和加拿大法律法规。三方之间因本协议引起或与本协议有关的所有争议（包括与本仲裁条款的有效性、解释或可执行性有关的任何争议）应当提交给香港国际仲裁中心（“**HKIAC**”）根据提交仲裁通知之时有效的**HKIAC** 机构仲裁规则最终仲裁解决。本仲裁条款应适用香港法律。仲裁地点为香港。仲裁员人数为三名。仲裁程序应以中文进行。

This **Agreement** applies to both Chinese and Canadian laws. All disputes between the **Parties** arising out of or in connection with this **Agreement** (including any disputes relating to the validity, interpretation or enforceability of this arbitration clause) shall be submitted to the Hong Kong International Arbitration Centre (“**HKIAC**”) for arbitration and settled by arbitration in accordance with the HKIAC institutional arbitration rules in effect at the time of the notice. This arbitration clause shall be governed by the Applicable Laws of Hong Kong. The location of arbitration is Hong Kong. The number of arbitrators is three. The arbitration proceedings shall be conducted in Chinese.

#### 24.4 不中断履行

#### 24.4 Uninterrupted Performance

仲裁启动或进行都不会中断三方履行其各自在本协议下的义务，也不会影响到本协议规定的任何时限，除非提交仲裁的争议事项或仲裁结果将严重影响到该等履行。为解决争议事项而成立的仲裁庭将被授权决定该等履行是否受到严重影响。

Handwritten signature and initials in the bottom right corner of the page.

The commencement or conduct of the arbitration proceedings will not interrupt the performance of the **Parties** of their respective obligations under this **Agreement**, nor will it affect any time limits set forth in this **Agreement**, unless the result of arbitration will seriously affect such performance. The arbitral tribunal established to resolve the dispute will be authorized to decide whether such performance is seriously affected.

## 25. 通知

## 25. NOTICES

### 25.1 格式

#### 25.1 Format

除非本协议另有明确规定，所有与本协议有关的通知、证明、同意、批准、弃权和其他通讯往来（“通知”）必须用书面形式、并由发送人（如果是个人）亲自或发送人的合法授权代表签署发出，并注明下文第 25.2 条写明的人为收件人，或如果收信人另有通知则送至最后一次通知的收件人。

Unless otherwise expressly provided in this **Agreement**, all notices, certifications, consents, approvals, waivers, and other communications ("**Notices**") relating to this **Agreement** must be in writing and signed by the sender (if an individual) or the sender's legally authorized representative, and the recipient must be specified in accordance with Article 25.2, or the notice will be sent to the recipient of the last notification if the addressee otherwise indicates.

自生效日起，所有与本协议有关的通知、证明、同意、批准、弃权和其他通讯往来应以英文和中文书就。

From the **Effective Date**, all notices, certificates, consents, approvals, waivers and other communications related to this **Agreement** shall be in English and Chinese.

### 25.2 交付

#### 25.2 Delivery

下列情况下，根据本协议要求应当向一方发出的通知、同意、信息或要求视为已发出：





A notice, consent, information, or request that should or may be issued to a **Party** under this **Agreement** shall be deemed to have been sent in the following circumstances:

- (a) 留置在该方的地址;
- (a) is placed at the address of the **Party**;
- (b) 以预付邮资普通邮寄（航空邮件，如适用）送至该方的地址;
- (b) sent by postage (airmail, if applicable) to the address of the **Party**;
- (c) 传真发送至该方的传真号码;
- (c) sent by fax to the fax number of the **Party**;
- (d) 电子邮件发送到该方的电子邮件地址；或
- (d) sent by email to the email address of the **Party**;
- (e) 以法律允许的任何其他方式发出。
- (e) delivered in any other manner permitted by law

为本协议之目的，三方的通知方式如下：

For the purpose of this **Agreement**, the contact information of the **Parties** is as follows:

**亚太药业：**

地址：浙江省绍兴市柯桥区云集路 1152 号，邮编 312030

传真：0575-85816115

邮箱：ytdsh@ytyaoye.com

**Yatai Pharmaceutical:**

Address: 1152 Yunji Rd, Keqiao Qu, Shaoxing, Zhejiang, 312030

Fax: 0575-85816115

Email: ytdsh@ytyaoye.com

**BBT**

地址：105-6111 London Road, Richmond, British Columbia V7E 3 S3.



邮箱: jinkuang@bbtinc.ca

**BBT**

Address: 105-6111 London Road, Richmond, British Columbia V7E 3S3.

Email: jinkuang@bbtinc.ca

**RI**

地址: 12466 Brunswick Pl., Richmond, BC V7E 6J3

传真: 604-459-1888

邮箱: 514-572-1225

**RI**

Address: 12466 Brunswick Pl., Richmond, BC V7E 6J3

Fax: 604-459-1888

Email: 514-572-1225

**25.3 生效时间**

**25.3 Effective Time**

通知自收到时起生效, 除非规定更晚的时间。

The **Notice** will take effect from the time of receipt, unless a later time is specified.

**25.4 接收一邮寄**

**25.4 Receiving - Postage**

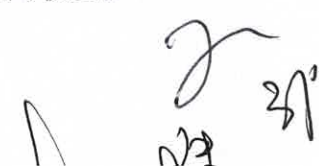
如果是传真发送, 通知被视为于传送报告显示传真已完全发送的时间收到。

If sent by postage, the **Notice** is deemed to be received ten (10) **Business Days** after the mailing.

**25.5 接收一传真**

**25.5 Receiving - Fax**

如果是传真发送, 通知被视为于传送报告显示传真已完全发送的时间收到。



If sent by fax, the **Notice** is deemed to be received at the time of completed delivery indicated by the fax delivery report.

25.6 接收一电子邮件

25.6 **Receiving - Email**

如果是电子邮件发送，通知被视为于发送人的电子邮件系统生成的发送确认报告中显示的时间收到。

If sent by email, the **Notice** is deemed to be received at the time shown in delivery confirmation report generated by the sender's email system.

26. 适用法律

26. **GOVERNING LAW**

本协议的订立、效力、解释和履行，以及本协议项下发生的争议，均适用业已颁布且有效的中国和加拿大联邦法律或 BC 省法律。

The establishment, validity, performance, and interpretation of this **Agreement**, as well as disputes arising under this **Agreement**, shall be governed by the Federal laws of Canada and the laws of the Province of British Columbia and Chinese Law.

27. 与章程冲突

27. **CONFLICT WITH THE ARTICLES OF ASSOCIATION**

如果本协议的条款和规定和章程存在任何冲突，以本协议的条款和规定为准。

In the event of any conflict between the terms and conditions of this **Agreement** and the **Articles of Incorporation**, the terms and conditions of this **Agreement** shall prevail.

28. 一般条款

28. **MISCELLANEOUS PROVISIONS**

28.1 语言

28.1 **Language**

本协议以中、英文书写和签署，两种文本同等有效。



This **Agreement** is written and executed in both the Chinese language and English language. Both language versions shall be equally authentic.

## 28.2 副本

### 28.2 Copies

本协议共签署八（8）份，具有同等法律效力，亚太药业四份，公司两份，用于提交给有关政府部门（如必要）。BBT 和 RI 各一份。

Eight (8) copies of this **Agreement** shall be signed. Each copy of the **Agreement** has the same legal effect. **Yatai Pharmaceutical** will have four copies of this **Agreement** and the **Company** has two copies of this **Agreement**, which shall be submitted to the relevant **Government Authorities (if necessary)**. **BBT** and **RI** shall each hold one copy of this **Agreement**.

## 28.3 完整协议

### 28.3 Entire Agreement

本协议构成三方之间关于本协议主题事项的完整协议，并且替代了先前就该主题事项达成或开展的所有协议、意向书和谈判。

This **Agreement** hereto constitute the entire agreement between the **Parties** hereto with respect to the subject matter of this **Agreement** and supersede all previous discussions, negotiations, and agreements between the **Parties**.

## 28.4 协议生效

### 28.4 Binding Effect

本协议是为三方及其各自的合法继受人与受让人之利益而制定的，并在第 1 条定义的生效日生效并对他们具有法律约束力：

This **Agreement** is made for the benefit of the **Parties hereto** and their respective legal successors and assignees, and is effective and legally binding on them on the **Effective Date** as defined in Article 1.

## 28.5 弃权

### 28.5 Waiver



本协议项下任何权利、权力或救济的未行使或迟延履行都不作为一项弃权。对任何权利、权力或救济的单独或部分行使也不会排除对该项权利、权力或救济或其他权利、权力或救济的其他或进一步行使。

Any **Party's** failure to exercise or delay in exercising any right, power, or privilege under this **Agreement** shall not operate as a waiver thereof. Any single or partial exercising of any right, power, or privilege shall not preclude the exercise of any other right, power, or privilege.

## 28.6 修订

### 28.6 Amendment

未以书面作出并由三方签署以及相关政府部门批准（如必要），任何对本协议的修改、变更、弃权或修订都将没有任何效力。根据本第 28.6 条生效的任何修改、变更、弃权或修订对三方具有约束力。

No modification, alteration, waiver, or revision of this **Agreement** shall be in force without written signature and approval by the **Parties** and approval by the relevant **Government Authorities** (if necessary). Any modification, alteration, waiver or amendment entered into force under this Article 28.6 shall be binding on the **Parties**.

## 28.7 公司行为

### 28.7 Company Action

本协议项下任何要求由公司履行的行为，公司届时的股东都应当促使公司履行相关行为。

For any action required of the **Company** under this agreement, the **Shareholders** at that time should prompt the **Company** to perform the relevant actions.

## 28.8 累积救济

### 28.8 Cumulative Relief

本协议赋予一方的权利、权力和救济是对法律赋予的任何权利、权力或救济的补充，并且不对该等法律赋予的权利，权力或救济予以排除或限制。

The rights, powers and remedies conferred on a **Party** by this **Agreement** are in addition to any rights, powers, or remedies granted by law and do not exclude or limit the rights, powers, or remedies conferred by such laws.

**28.9 进一步保证**

**28.9 Further Assurance**

一方同意采取另外两方合理要求的所有行为、签署所有文件以及采取任何行动以使本协议所述之条款生效。

Each **Party** agrees to undertake all actions reasonably required by the other two **Parties**, sign all documents, and take any action to effect the provisions of this **Agreement**.

**28.10 无附属声明、诱因或陈述**

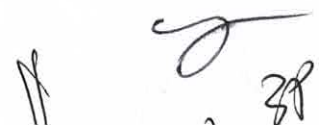
**28.10 No Statement, Inducement, or Representation**

每一方保证且同意，除本协议中明确包含的条款（包括在本协议中明确规定的或提及的任何信息、文件、声明、陈述或披露）以外，其在签署本协议时并未依赖于由或者代表另外两方所作的（包括该方的管理人员、员工、代理，或代表该方行事的任何其他人作出的）任何声明、诱因或陈述。

Each **Party** warrants and agrees that, except for the provisions expressly set forth in this **Agreement** (including any information, documents, statements, representations or disclosures expressly stated or referred to in this **Agreement**) it does not rely on any statement, inducement, or representation made by or on behalf of the other two **Parties** (including management of the Party, employees, agents, or any other person acting on behalf of the party) at the time of signing this **Agreement**.

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IN WITNESS WHEREOF, each of the **Parties** hereto has caused this **Agreement** to be executed by its duly authorized representative on the date first set forth above, in ShaoXing, China.

(signed) “*Yaogen Chen*” \_\_\_\_\_

**Zhejiang Yatai Pharmaceutical Co., Ltd.**

Yaogen Chen

Chairman of the Board

(signed) “*William Ying*” \_\_\_\_\_

**Benchmark Botanics Inc.**

William Ying

CEO

(signed) “*Xiaoxiang Cao*” \_\_\_\_\_

**Rippington Investment Inc.**

Xiaoxiang Cao

CEO

(signed) “*Cliff Stowell*” \_\_\_\_\_

**Potanicals Green Growers Inc.**

Cliff Stowell

CEO