



金利豐證券有限公司  
KINGSTON SECURITIES LIMITED

1 March 2018

**STRICTLY PRIVATE AND CONFIDENTIAL**

Hua Xia Healthcare Holdings Limited  
19/F, New Wing  
101 King's Road  
Hong Kong

Attn.: The Board of Directors

Dear Sir / Madam,

**Hua Xia Healthcare Holdings Limited (stock code: 8143) (the "Company")  
Placing (the "Placing") of a maximum of 460,000,000 new shares of par value of HK\$0.01 each  
(the "Shares") in the Company (the "Placing Shares") at the price of HK\$0.1 per Placing Share  
under general mandate**

**PART 1 – THE PLACING UNDER GENERAL MANDATE**

On the terms set out in this agreement (the "Placing Agreement"), we, Kingston Securities Limited (the "Placing Agent") agree, on a best effort basis, to place, or procure the placing of, a maximum of 460,000,000 Placing Shares to currently expected to be not less than six independent professional, institutional or other investor(s) (the "Placee(s)") as we may select at the placing price of HK\$0.1 (the "Placing Price") per Placing Share (together with The Stock Exchange of Hong Kong Limited (the "Stock Exchange") trading fee, Securities and Futures Commission (the "SFC") transaction levy, and Central Clearing and Settlement System (the "CCASS") stock settlement fee as may be payable by the Placee(s)) in the capacity as the Company's agent.

We understand that the Placing Shares will be issued under the general mandate to allot, issue and deal with Shares granted to the directors of the Company by resolution of the shareholders of the Company passed at the annual general meeting (the "AGM") of the Company held on 14 August 2017 subject to the limit up to 20% of the issued share capital of the Company as at the date of passing the resolution at the AGM (i.e. 471,649,988 Shares).

The Placing Agent represents, warrants and undertakes to the Company that:

- (i) none of the Placing Agent or its affiliates or person acting on its behalf of the Placing Agent will, directly or indirectly, offer, sell or deliver any Placing Shares or distribute or publish any documents in relation to the Placing (including without limitation to the foregoing, any prospectus, form of application, offering circular, advertisement or other offering material) in any country or jurisdiction except under circumstances in compliance with of any applicable laws and regulations;
- (ii) the Placing Agent has not offered for subscription or sale and will not offer for subscription or sale in Hong Kong, by means of any document, any Placing Shares except in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or in contravention of any securities laws in Hong Kong;
- (iii) the Placing Agent undertakes to place the Placing Shares only to independent professional, institutional or other investors who and whose ultimate beneficial owners are third parties independent of the Company and its connected persons (as defined under the Rules Governing

the Listing of Securities on the Growth Enterprise Market of the Stock Exchange (the “**GEM Listing Rules**”));

- (iv) the Placing Agent may require any sub-placing agents or other persons to or through whom it may effect the Placing or offer or sell any Placing Shares to comply with this Placing Agreement; and
- (v) by not later than 4:00 p.m. on the second business day immediately prior to Completion, the Placing Agent shall deliver to the Company or its professional advisers a list of the Placees procured by it, the number of the Placing Shares to be subscribed by each Placee (together with the duly completed placing letters and confirmations as to their independence, as required by the Stock Exchange, to the Company and the Stock Exchange as soon as practicable and as and when known), the names and denomination (in board lots or otherwise) in which the Placing Shares are to be registered and, where relevant, the particulars of the account with the CCASS operated by Hong Kong Securities Clearing Company Limited to which Placing Shares are to be credited.

**A. Placing Agent for the Placing**

As the Placing Agent, the major areas of our involvement would be as follows:-

- (i) to place on a best effort basis, a maximum of 460,000,000 Placing Shares to independent professional, institutional or individual investors; and
- (ii) to assist the Company in coordinating and liaising with such investors in relation to the Placing.

**B. Proposed remuneration in relation to the Placing**

With respect to the services outlined above, we would propose the following fee structure:

- (i) The Placing

Upon Completion, a placing commission of 2.5% of the aggregate amount equal to the Placing Price multiplied by the actual number of the Placing Shares being placed is payable to the Placing Agent. A documentation fee shall also be payable by the Company to Kingston Corporate Finance Limited (the “**KCF**”) pursuant to the mandate letter dated 1 March 2018 entered into between the Company and KCF. For this purpose, the Placing Agent is authorised to deduct the full amount of such placing commission, documentation fee for the Placing and all reasonable costs and expenses (as set out under this clause and “**Expenses**” below) from the amount of any placing moneys paid by such investor(s).

- (ii) Expenses

Upon Completion, Placing Agent will deduct all costs and expenses reasonably incurred in connection with or arising out of the Placing, including without limitation, travelling, printing, postage and telecommunications costs from the proceeds of the Placing. In addition, all fees and expenses of other professional advisers involved in the Placing will be for the Company’s account.

**C. Conditions of the Placing**

- (i) Completion of the Placing is conditional upon:-

- (a) the Listing Committee of the Stock Exchange granting or agreeing to grant (subject to allotment and/or despatch of certificates for the Placing Shares) the listing of, and permission to deal in all of the Placing Shares; and
  - (b) the obligations of the Placing Agent under this Placing Agreement not being terminated in accordance with the terms hereof, including provisions regarding force majeure events.
- (ii) Completion will take place within four business days after the fulfilment of the conditions as set out in paragraph C (i) above or such other date to be agreed between the Company and the Placing Agent in writing (the “**Completion Date**”). If the above conditions are not satisfied and/or waived (other than paragraph C (i)(a) above, which cannot be waived) in whole or in part by the Placing Agent on or before 5:00 p.m. on 22 March 2018 or such later date to be agreed between the Company and the Placing Agent in writing (the “**Long Stop Date**”), the Placing will be terminated and the Placing will not proceed and all obligations and liabilities of the parties hereunder will forthwith cease and determine and no party will have any claim against the others (save for any antecedent breaches hereof).
- (iii) The Placing Agent shall, in accordance with terms and conditions of this Placing Agreement, use its best endeavours to procure, and shall give all necessary assistance to the Company, in, the satisfaction of the above conditions on the respective dates stipulated in paragraph C (i) above and the completion of the transactions contemplated in paragraph C (iv) below.
- (iv) If the Placing does not become unconditional, the Placing Agent shall arrange for the repayment to all investor(s) of all application moneys paid by them without interest.

Upon Completion, the Placing Agent shall deliver to the Company the net proceeds from the Placing by way of a cheque or telegraphic transfer or bank transfer after deduction of the Stock Exchange trading fee, SFC transaction levy, and CCASS stock settlement fee (if any) and any other fees payable by the Company in respect of the Placing Shares undertaken by the Placing Agent as well as the fees and expenses payable by the Company as set out in paragraph B above from the proceeds of the Placing, and the Company shall deliver share certificates of the Placing Shares to the Placing Agent or arrange the Placing Shares to be issued in the name of HKSCC Nominees Limited and deposited into CCASS for the credit of the placee(s)’ designated investor participants’ or CCASS participants’ stock accounts (as the case may be).

#### **D. Termination of the Placing**

- (i) Unless otherwise agreed between the Company and the Placing Agent, the Placing Agent’s appointment shall terminate upon the earlier of (a) the Completion; (b) the Long Stop Date if the conditions as set out in sub-paragraph C (i) above have not been satisfied (or waived as the case may be) and (c) termination of the Placing by the Placing Agent in accordance with the terms and conditions of this Placing Agreement, whereby you will be formally notified by the Placing Agent in writing in accordance with the terms of this Placing Agreement.
- (ii) The Placing Agent reserves its right to terminate this Placing Agreement by notice in writing prior to 9:00 a.m. on the Completion Date, if in the absolute opinion of the Placing Agent, the success of the Placing would be materially and adversely affected by any force majeure events (as defined below).

For this purpose, a “force majeure event” refers to

- (a) the introduction of any new laws or regulations or any change in existing laws or regulations (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the absolute opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Company and its subsidiaries (together the "Group") as a whole; or
  - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before and/or after the date hereof) of a political, military, financial, economic, currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not sui generis with any of the foregoing), or in the nature of any local, national, international outbreak or escalation of hostilities or armed conflict, or affecting local securities market or the occurrence of any combination of circumstances which may, in the absolute opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or adversely prejudices the success of the Placing of the Shares by potential investor(s) or otherwise makes it inexpedient or inadvisable for the Company or the Placing Agent to proceed with the Placing; or
  - (c) any change in market conditions or combination of circumstances in Hong Kong (including without limitation suspension or material restriction on trading in securities) occurs which affect the success of the Placing (such success being the placing of the Shares to potential investor(s)) or otherwise in the absolute opinion of the Placing Agent makes it inexpedient or inadvisable or inappropriate for the Company or the Placing Agent to proceed with the Placing.
- (iii) If, at or prior to 9:00 a.m. on the Completion Date;
- (a) the Company commits any material breach of or omits to observe any of the obligations or undertakings expressed or assumed under this Placing Agreement; or
  - (b) any suspension in the trading of the Shares on the Stock Exchange for more than ten consecutive trading days save for the purposes of clearing of any announcement(s) relating to the Placing; or
  - (c) the Placing Agent shall become aware of the fact that any of the representations or warranties contained in this Placing Agreement was, when given, untrue or inaccurate in any material respect or would in any material respect be untrue or inaccurate if repeated the Placing Agent shall determine, in his absolute opinion, that any such untrue representation or warranty represents or is likely to represent a material adverse change in the financial or trading position or prospects of the Group taken as a whole or will otherwise likely to have a material prejudicial effect on the Placing.

the Placing Agent shall be entitled (but not bound) by notice in writing to the Company to elect to treat such matter or event as releasing and discharging the Placing Agent from its obligations under this Placing Agreement.

- (iv) Upon giving of notice pursuant to the paragraph above, all obligations of the Placing Agent hereunder shall cease and determine and no party shall have any claim against any other parties in respect of any matter or thing arising out of or in connection with this Placing Agreement, save for any antecedent breaches.

## **PART 2 - GENERAL**

## A. Confidentiality

The Placing Agent confirms that all information and documents received from the Company in connection with this engagement will be regarded as strictly confidential to the Company and will be treated accordingly by the Placing Agent, its affiliates and staff.

## B. Representations, Warranties and Indemnities

- (i) In agreeing to the terms of this Placing Agreement, you hereby agree the followings:
  - (a) You shall be responsible for all other professional fees, printer's charges and all disbursements and out of pocket costs reasonably incurred by us in relation to the Placing which will include, but not limited to, the photocopying charges, telephone/facsimile charges, postage and delivery expenses.
  - (b) You shall provide us with all such information relating to you, any companies controlled by you and the Group as we would reasonably require for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Group or otherwise and all material facts and information which might reasonably be expected to be relevant in enabling us to fulfil our responsibilities in carrying out the terms of our engagements.
  - (c) You shall inform us in the event of any material change in the information in respect of (b) above or in the reasonable opinion of you relevant to the Placing.
  - (d) You shall accept full responsibility for the accuracy of all information and facts given by you to us in relation to the Placing and warrant that no other material information or material facts have been or will be withheld, the omission of which will make the information or facts given to us incorrect or misleading, and to notify us should such omission or inaccuracy first come to the attention of you.
  - (e) You shall provide the Placing Agent with any further information available to you, which would be of relevance to the Placing Agent in carrying out its duties in respect of the engagement. If during the course of the Placing Agent's engagement, you subsequently discover something which renders any such information untrue, unfair, inaccurate or misleading, you undertake to notify the Placing Agent at once.
  - (f) The Placing Agent may, from time to time, disclose information regarding you and each of the companies controlled by you, its directors, shareholders, representatives and officers which may be confidential to the regulatory authorities upon their enquiries, including but not limited to the Stock Exchange and the SFC. Should such disclosure be required to be made, the Placing Agent agrees to obtain the consent from the Company or the Company's representatives prior to such disclosure.
  - (g) You agree to indemnify the Placing Agent and its respective officers and employees (all such companies and persons being collectively referred to as "indemnified persons") against all actions, claims, demands, proceedings or judgements (collectively "indemnified claims") and all losses, liabilities, damages, costs, charges and expenses of whatever nature (including costs, charges and expenses incurred in investigating or defending any indemnified claim and in complying with any request made pursuant to sub-paragraph (ii) below) (collectively "indemnified losses") made against or incurred by any indemnified person directly or indirectly relating to or

arising from the Placing Agent's engagement hereunder PROVIDED THAT any indemnified claims or indemnified losses suffered or incurred by any indemnified person or persons shall not extend to any claims or losses which are attributable in any way to the fraud, gross negligence or wilful default of such indemnified person or persons.

- (h) Any indemnified person against whom an indemnified claim is made shall be entitled to defend, compromise, settle or deal with such indemnified claim as the Placing Agent may see fit after having had due regard to all reasonable requests which you may make.
  - (i) If any amount becomes payable under this indemnity, you shall pay such additional amount (if any) as is required to ensure that the net amount received by the relevant indemnified person, after all deductions and withholdings required to be made from such aggregate payment and all taxation suffered in respect of its receipt, will equal the full amount which would have been received had no such deduction or withholding been made and had no such taxation been suffered.
  - (j) The benefit of this indemnity shall survive any termination of the arrangements contained in this letter and is in addition to any rights which any indemnified person may have at common law or otherwise including, but not limited to, any right of contribution.
  - (k) The Placing Agent shall have no liability to you in connection with our engagement other than as a result of its fraud, wilful default or negligent breach of its obligations to you herein.
- (ii) Furthermore, with the exception of those arising out of or as a result of any fraud, wilful default or negligence on our part, you undertake by signing and returning to us Confirmation of Acceptance enclosed herewith that neither you, each of the companies controlled by you, its holding company, any of the subsidiary of the such company and their respective associates (the "Member Company") and directors of such company and/or Member Company shall make any claim against us to recover any damages, losses, costs, charges, or expenses which you may suffer arising out of the performance by us of our obligation under this Placing Agreement and shall hold us harmless on all matters arising from our engagement or in connection herewith.

### **C. Applicable Law and Jurisdiction and Miscellaneous**

- (i) Each of the parties hereto warrants that it shall have the legal rights, full power and authority to execute, deliver and exercise its rights and perform its obligations under this Placing Agreement. This Placing Agreement constitutes a valid and binding agreement amongst the parties and is enforceable in accordance with the terms and conditions. This Placing Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
- (ii) The Placing Agent hereby warrants and represents to the Company that it is a licensed corporation under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the "SFO") and it and its ultimate beneficial owners are independent third parties not connected with the Company or its connected persons (as defined in the GEM Listing Rules).

- (iii) In relation to our appointment, the Placing Agent will not provide any advice on matters relating to the GEM Listing Rules, the Takeover Codes, the SFO and the applicable law and/or the Companies Ordinance of Hong Kong. In addition, the Placing Agent will not be responsible for providing any specialist or technical advice which you would need to obtain from other advisers (such as on accounting, legal and regulatory issues).
- (iv) By signing the attached Confirmation of Acceptance, the signatory confirms that the Company's entry into this Placing Agreement will not cause any breach of the GEM Listing Rules and the Takeover Codes by the Placing Agent in any regards.

If you wish to accept this Placing Agreement subject to the terms and conditions set out above, please duly complete and sign the attached confirmation of acceptance and return duplicate of this Placing Agreement to Kingston Securities Limited by fax to Mr. James Lee at 2295-0682 on or before 5:30 p.m. on 1 March 2018 (or at such other time as both parties may determine) and by hand to Kingston Securities Limited at Suite 2801, 28<sup>th</sup> Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong.

Yours faithfully,  
For and on behalf of  
**Kingston Securities Limited**

  
\_\_\_\_\_  
Authorised Signature



To : Kingston Securities Limited

**Confirmation of Acceptance**

We confirm our acceptance of the terms and conditions of the agreement as set out in your letter dated 1 March 2018 of which this confirmation forms part.

For and on behalf of  
**Hua Xia Healthcare Holdings Limited**



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Authorised Signature  
Name: Zheng Gang  
Date: 1 March 2018



金利豐財務顧問有限公司  
KINGSTON CORPORATE FINANCE LIMITED

1 March 2018

**STRICTLY PRIVATE AND CONFIDENTIAL**

Hua Xia Healthcare Holdings Limited  
19/F, New Wing  
101 King's Road  
Hong Kong

Attn.: The Board of Directors

Dear Sir / Madam,

**Hua Xia Healthcare Holdings Limited (stock code: 8143) (the "Company")  
Placing of new shares under general mandate**

We refer to our discussion recently regarding the placing of up to 460,000,000 new shares of the Company under general mandate (the "Placing").

We are pleased to set out the following scope of work in which Kingston Corporate Finance Limited ("Kingston") will provide to the Company in respect of the Placing. The terms of reference of our appointment are set out below:

**I. Services**

Our engagement shall become effective from the signing date of this letter of agreement up to, whichever is earlier, (i) the completion or the termination or the lapse of the Placing; (ii) the termination of this letter of agreement; and (iii) three (3) months from the date of the entering into of this letter of agreement (or such any other dates as agreed by both parties).

Kingston envisages that its role to the Company will include:

- preparing the agreement and the announcement(s) of the Company in respect of the Placing in accordance with the requirements under the Rules Governing the Listing of Securities on the Growth Enterprise Market ("GEM Listing Rules") of The Stock Exchange of Hong Kong Limited ("Stock Exchange");
- reviewing the Form 5B in connected with the Placing; and
- attending all necessary meetings in relation to the Placing.

For the avoidance of doubt, Kingston will, however, not provide any advice and/or opinion on the accounting and legal aspects of the Company in relation to the Placing.

## **II. Responsibilities of the Company**

The Company agrees that it shall forthwith disclose to Kingston all matters, for the exclusive purposes of fulfilling the engagement, whether of a financial nature or otherwise and whether relating to itself or any third party which are or may be material to the Company, which it is aware or which comes to its attention and which it is not prohibited by law from so disclosing. The Company hereby acknowledges that Kingston will rely on all information disclosed to it in carrying out its obligations under this proposal.

## **III. Fees**

For the services described above in section I, we would receive a documentation fee of HK\$200,0000 (Hong Kong dollars Two Hundred Thousand Only). This fee will be payable upon the signing of this letter. Kingston shall have the right to deduct any outstanding amount of the fee and expenses from any payment to be made by the Kingston Securities Limited to the Company in relation to the Placing.

In addition to the documentation fee as described above, all additional expenses reasonably incurred or to be incurred by Kingston in relation to the provision of services described above shall be for the account of the Company. Further charges for the photocopying, telephone calls, facsimile, telexes, out-of-town travel and all other expenses in connection with the Placing are also payable by the Company and will be notified by Kingston upon the documentation fee mentioned above is to be due. For the avoidance of doubt and without limiting the generality of the foregoing, fees and expenses of other professional such as lawyers, auditors, registrars, receiving bankers, translators, printer, public relation firm and property valuer and other similar expenses are payable by the Company.

If the Placing is unduly delayed for reasons beyond our control and other than our fault, or if our scope of work is significantly altered or expanded, we reserve our right to negotiate and agree on an additional compensation with the Company.

Subject to Section IV, the documentation fee and expenses agreed hereunder, if any, shall be payable by the Company notwithstanding that the Placing may be deferred, cancelled or otherwise terminated for whatever reasons.

## **IV. Termination**

- A. Kingston reserves the right at any time and without any liability or continuing obligations to the Company to terminate this letter of agreement forthwith in the event that the Company commits a material breach of the terms of this letter of agreement or Kingston comes to notice a material factor which will in its opinion make it inadvisable to proceed with its engagement as the documentation agent to the Company.
- B. The Company reserves the right to terminate this letter of agreement in the event that (i) Kingston commits a material breach of the terms of this letter of agreement or (ii) if the board of the Company resolves to cease work on the Placing.

## **V. Indemnity**

The Company agrees with Kingston to fully indemnify and to hold harmless Kingston and its affiliates, associated companies and all members of the Kingston group of companies, and the directors, officers, agents and employees of Kingston and its affiliates, associated companies and all members of the Kingston group of companies (any and all of which or whom is referred to as an "Indemnified Person") from and against any and all losses, claims, costs, damages, actions, proceedings, demands, liabilities and expenses whatsoever, joint or several (collectively "claims"), which any such Indemnified Person may suffer or incur in any jurisdiction whatsoever and which relate to or arise from, directly or indirectly, Kingston's engagement hereunder and/or the provision by Kingston of their services. The foregoing indemnities shall be in addition to any rights that Kingston or any other Indemnified Person may have at common law or otherwise and shall remain in full force and effect regardless of whether Kingston's engagement thereunder is terminated.

The indemnity shall not apply to and the Company will not be responsible for, anything resulting from the negligence or default of the Indemnified Person concerned.

## **VI. Undertakings**

- A. We shall be entitled, if necessary, to carry out such due diligence and investigations into the Company, its subsidiaries and associated companies and their respective directors, employees and associates for the exclusive purpose of fulfilling the engagement and the Company will promptly provide us with such documents and information as we may request and provide every assistance to enable us to carry out such due diligence and investigations and to procure that the Company's directors and employees also provide such assistance.
- B. All information to be supplied by the Company or any of its directors or employees to Kingston for the purpose of performing the services and acting as the documentation agent to the Company, and without limitation to the generality of the foregoing, will be true and accurate in all respects. All statements, expressions of opinion or intention, and all forecasts and estimates will be made or prepared after due and proper consideration will be fair and reasonable and will represent expectations honestly held based on facts known to the Company or its directors or employees.
- C. Both parties have undertaken to notify the other in the event of any material change to the information provided throughout our engagement within a reasonable time.

## **VII. Confidentiality**

The Company expressly agrees that, save as may be required by law or by any regulatory authority in Hong Kong (including the Stock Exchange and the Securities and Futures Commission), the Company will keep all correspondence with us arising under this engagement confidential. The Company further agrees that no part of any correspondence rendered by us in connection with services performed for the Company under the terms of this letter of agreement will be quoted or made public without our prior written consent. In the event that the Company decides to disclose any correspondence from us to the Company's professional advisers, the Company hereby agrees that the Company will first obtain their written agreement to be bound to us by the terms of this confidentiality clause in connection with any disclosure made to them by the Company.

Save as may be required by law or by any regulatory authority in Hong Kong (including the Stock Exchange and the Securities and Futures Commission), we expressly agree that we shall keep all information provided by the Company and all correspondence with you arising under this engagement confidential and that we shall not, without your prior written consent, disclose to any party other than your professional advisers engaged in the Placing any such information or correspondence. We further agree that no part of any information or correspondence rendered by us in connection with services performed for the Company under the terms of this letter of agreement will be quoted or made public without your prior written consent. We shall return all and any information and documents of the Company, including copies, which we have on hand in relation to the Company immediately upon request of the Company.

**VIII. Entire Agreement**

This letter represents the entire agreement and understanding between the Company and us and there are no other agreements between us neither written nor oral other than that set out in this letter.

**IX. Severability**

Any provision of this agreement which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this agreement shall be a valid and binding agreement enforceable in accordance with its terms.

**X. Governing Law**

This letter of agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.

If the above terms of our engagement meet with the approval of the Company, we would be much obliged for the Company's confirmation by signing the enclosed copy of this letter and returning the same to us.

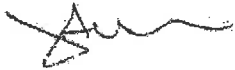
Yours faithfully,  
For and on behalf of  
**Kingston Corporate Finance Limited**

A handwritten signature in black ink, appearing to read 'Gregory Ho', is written over a horizontal line.

Gregory Ho  
*Managing Director*

The undersigned agrees to the exclusive appointment of Kingston Corporate Finance Limited on the terms and conditions set out herein and acknowledges having received a copy of this letter.

For and on behalf of  
**Hua Xia Healthcare Holdings Limited**



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Authorised Signature

Name: Zheng Gang

Date: 1 March 2018