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**丽珠医药**  
**LIVZON**

**麗珠醫藥集團股份有限公司**

**LIVZON PHARMACEUTICAL GROUP INC.\***

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

**(Stock code: 1513)**

## **VOLUNTARY ANNOUNCEMENT**

# **ENTERING INTO THE PATENT AND TECHNOLOGY TRANSFER AGREEMENT**

### **I. SUMMARY**

On 19 July 2023, 麗珠醫藥集團股份有限公司 Livzon Pharmaceutical Group Inc.\* (the “**Company**”) entered into the Patent and Technology Transfer Agreement (the “**Agreement**”) with Shanghai Synergy Pharmaceutical Sciences Co., Ltd.\* (上海華匯拓醫藥科技有限公司) (“**Synergy Pharmaceutical Sciences**”). Pursuant to the Agreement, Synergy Pharmaceutical Sciences agreed to assign and transfer all rights, titles and interests of its HHT120 project in Greater China (including China’s mainland, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan region) to the Company. The Company shall pay the corresponding patent and technology transfer fees (including upfront payment, development milestone payment) and sales royalties to Synergy Pharmaceutical Sciences.

HHT120 is a thrombin inhibitor independently developed by Synergy Pharmaceutical Sciences. It has been approved by the National Medical Products Administration to conduct clinical trials in April 2022. The indication of the first clinical trial is intended for the prevention of venous thromboembolism after major orthopedic surgery.

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

## **II. BASIC INFORMATION OF THE COUNTERPARTY**

Name of the company: Shanghai Synergy Pharmaceutical Sciences Co., Ltd.\*

Nature of the company: Limited liability company

Registered address: Room 405, Building 1, No. 538 Cai Lun Road, China (Shanghai) Pilot Free Trade Zone

Legal representative: LI MIN

Registered capital: RMB70,000,000

Unified social credit code: 91310115350701579X

Business scope: research and development of pharmaceutical products, and provision of related technical services, technical consultation and technology transfer.

Controlling shareholder: Zhejiang Huahai Pharmaceutical Co., Ltd.\* (浙江華海藥業股份有限公司)

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

## **III. PRINCIPAL TERMS OF THE AGREEMENT**

Transferee : the Company

Transferor : Synergy Pharmaceutical Sciences

After friendly negotiation, the Agreement reached by both parties includes the following principal terms:

### **1. Transfer of Target Rights**

Pursuant to the Agreement, Synergy Pharmaceutical Sciences agreed to assign and transfer all the rights, titles and interests of the target rights in Greater China (including China's mainland, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan region) to the Company. The target rights refers to (1) all relevant patent rights of HHT120 (also known as "PTI-011-CI"), and (2) all other rights, titles and interests in any pharmaceutical product developed by Synergy Pharmaceutical Sciences or its related parties for the final sales form of HHT120 (the "**Target Product**") before the effective date of the Agreement or within the effective period of the Agreement.

### **2. Major Rights and Obligations of Both Parties**

The Company is responsible for the preclinical research, clinical research, registration application, production, marketing and promotion and other commercial activities of the Target Product.

Synergy Pharmaceutical Sciences shall transfer clinical trial approval and data related to the Target Product to the Company in accordance with the Agreement and provide technical support as required by the Company.

### **3. Financial Terms**

Upon the Agreement becoming effective, the Company shall pay a total technology transfer fee of up to RMB86.00 million (including upfront payment, development milestone payment) to Synergy Pharmaceutical Sciences. After the Target Product is approved for marketing and sale in Greater China, the Company shall pay the corresponding sales royalties to Synergy Pharmaceutical Sciences in accordance with the Agreement.

### **4. Termination Terms**

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

### **5. Effective Terms**

The Agreement shall become effective upon signing by both parties.

## **IV. IMPACT ON THE COMPANY**

The introduction of the HHT120 project is a new layout for the Company to develop its own products in the therapeutic field, and actively deploy in areas with market potential, which will help improve the Company's comprehensive strength and conform to the Company's strategic layout of medium and long-term innovative development.

## **V. RISK WARNING**

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

By order of the Board  
**Livzon Pharmaceutical Group Inc.\***  
麗珠醫藥集團股份有限公司  
**Yang Liang**  
Company Secretary

Zhuhai, China  
20 July 2023

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

*\* For identification purpose only*