

Dated 11 September 2018

GENIUS LEAD LIMITED

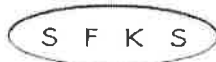
and

YAU WING YIU

and

BRIGHT JOY VENTURES LIMITED

CONCERT PARTIES AGREEMENT



薛馮鄺岑律師行

SIT, FUNG, KWONG & SHUM

Solicitors, Notaries, Agents for Trademarks & Patents

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THIS AGREEMENT is made on the 11 day of September 2018

BETWEEN :-

- (1) **GENIUS LEAD LIMITED**, a company incorporated in Samoa with its registered office at [REDACTED] ("**GLL**");
- (2) **YAU WING YIU (邱永耀)** (Holder of [REDACTED] of [REDACTED] ("**Mr. Yau**"); and
- (3) **BRIGHT JOY VENTURES LIMITED** a company incorporated under the laws of the British Virgin Islands whose registered office is situate at [REDACTED] ("**BJVL**").

(GLL, Mr. Yau and BJVL are referred to individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS: -

- (A) China Biotech Services Holdings Limited (the "**Company**") is a company incorporated with limited liability in the Cayman Islands and continued in Bermuda, whose registered office is at Clarendon House, Church Street, Hamilton HM11, Bermuda. As at the date of this Agreement, the Company has issued 935,866,750 Shares (as defined below). All of the issued shares (the "**Shares**") of the Company are currently listed on GEM of The Hong Kong Stock Exchange Limited (Stock Code: 8037).
- (B) On the date of this Agreement Liu Xiaolin ("**Mr. Liu**") and BJVL entered into a Sale and Purchase Agreement (the "**SPA**") pursuant to which Mr. Liu agreed to sell as beneficial owner to BJVL and BJVL agreed to purchase from Mr. Liu 93,820,000 Shares, representing approximately 10.02% of the total issued share capital of the Company.
- (C) Upon completion of the sale and purchase under the SPA on the date hereof, GLL holds 529,500,546 Shares, representing approximately 56.58% of the total issued share capital of the Company whereas BJVL holds 128,300,000 Shares, representing approximately 13.71% of the total issued share capital of the Company. Mr. Yau also holds 7,720,000 Shares personally, representing approximately 0.82% of the total issued share capital of the Company.
- (D) To preserve the Parties' interests in the Company, the Parties wish to actively cooperate as to the exercise of voting rights of the Company and have agreed to execute and deliver this Agreement.

NOW IT IS HEREBY AGREED as follows: -

1. CONCERT PARTY RELATIONSHIP

- 1.1 The Parties hereby agree that, during the Term (as defined in **Clause 2** below), the Parties shall act in concert with each other in relation to all matters that require the decisions of the shareholders of the Company including, but not limited to, proposing resolutions at general meetings of the Company, exercising voting rights to approve or reject any resolutions or abstaining from voting at general meetings of the Company or signing written shareholders' resolutions or approval of the Company, in each case according to the unanimous decision of the Parties, and shall jointly sign all necessary documents to effect the foregoing.
- 1.2 Each Party agrees and confirms that if the Parties are unable to reach a unanimous decision in relation to the matters that require action in concert, a decision that is made by GLL shall be deemed as a decision that is unanimously made by the Parties and shall be binding on all Parties. Each Party shall act in concert with the other Parties based on the contents of the aforesaid decision.

2. DURATION AND EXPIRATION

This Agreement shall continue in full force and effect for a period of six (6) months from the date hereof to 10 March 2019 (both dates inclusive) (the "**Term**").

3. OBLIGATIONS UNDER TAKEOVERS CODE

- 3.1 Each of the Parties agrees that it is the intention of each of them that none of the Parties shall incur any liability or obligation as a result of any dealing in the Shares by the other Party or its concert parties (as defined in the Takeovers Code).
- 3.2 Each of the Parties hereby undertakes with the other Parties that it shall:
- (a) notify all other Parties any of its dealings in the Shares including but not limited to any acquisition by purchase, subscription, conversion or otherwise, either before such dealings or immediately thereafter (the "**Dealings in Company Shares**");
 - (b) fully and effectively comply with the Takeovers Code in respect of any Dealings in Company Shares; and

(c) fully and effectively indemnify and keep fully and effectively indemnified the other Parties against all losses, claims, costs, charges and expenses, which the other Parties may be required to bear in the event that any of the other Parties is required to make a general offer for any Shares or which may be brought against or incurred by the other Parties in connection with any breach by it of the Code or any of the undertakings contained in this **Clause 3**.

4. GENERAL

- 4.1 No amendment to this Agreement will be effective unless in writing and executed by the Parties.
- 4.2 Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.
- 4.3 No person other than the Parties shall have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefits of any term of this Agreement.

5. GOVERNING LAW AND JURISDICTION

- 5.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong").
- 5.2 Each Party irrevocably agrees that the courts of Hong Kong shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)

6. PROCESS AGENT

6.1 BJVL irrevocably appoints [REDACTED] as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. Any such legal process shall be sufficiently served on it if delivered to such service agent. If the service agent of the BJVL ceases to be able to act as service agent for any reason or no longer has an address in Hong Kong, a substitute service agent with an address in Hong Kong acceptable to GLL shall be appointed, and a copy of the substitute service agent's acceptance of such appointment shall be given to GLL within five business days from the date of such appointment. In the event of any failure to appoint a substitute service agent, it shall be effective service for GLL to serve the process upon the last known address in Hong Kong of the last known service agent for BJVL notified to GLL, notwithstanding that such service agent is no longer found at such address or has ceased to act.

6.2 GLL irrevocably appoints [REDACTED] (address: [REDACTED]) as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. Any such legal process shall be sufficiently served on it if delivered to such service agent. If the service agent of GLL ceases to be able to act as service agent for any reason or no longer has an address in Hong Kong, a substitute service agent with an address in Hong Kong acceptable to BJVL or Mr. Yau shall be appointed, and a copy of the substitute service agent's acceptance of such appointment shall be given to BJVL and Mr. Yau within five business days from the date of such appointment. In the event of any failure to appoint a substitute service agent, it shall be effective service for BJVL or Mr. Yau to serve the process upon the last known address in Hong Kong of the last known service agent for GLL notified to BJVL and Mr. Yau, notwithstanding that such service agent is no longer found at such address or has ceased to act.

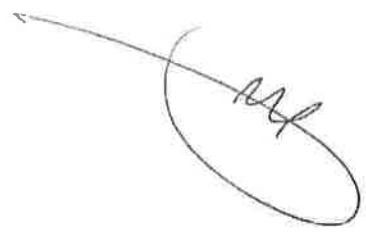
IN WITNESS WHEREOF this Agreement has been signed on the day and year first above written.

SIGNED by Liu Xiaolin)
)
duly authorized for and on behalf of)
GENIUS LEAD LIMITED)

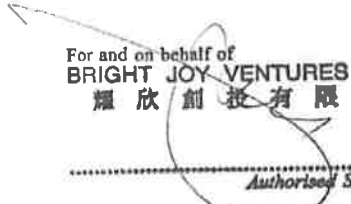
For and on behalf of
GENIUS LEAD LIMITED


Authorised Signature(s)

SIGNED by YAU WING YIU)



SIGNED by Yau Wing Yiu)
)
duly authorized for and on behalf of)
BRIGHT JOY VENTURES LIMITED)

For and on behalf of
BRIGHT JOY VENTURES LIMITED
耀欣創投有限公司


Authorised Signature(s)