

Acting in Concert Deed

The DEED (“**Deed**”) is dated the 13 October 2019 and made

AMONGST:

- (1) **Mr. SHI Wei** of No.96, Row 12, Yiyuan Community, Juegang Town, Rudong County, Jiangsu Province, PRC and with PRC ID number of 320623197503190031 (“**Party A**”)
- (2) **Mr. YANG Weimin** of 140 Daguang Road, Baixia District, Nanjing, Jiangsu Province, PRC and with PRC ID number of 320602196602254014 (“**Party B**”)
- (3) **Mr. WANG Liang** of Room 201, Unit 2, Building 12, Rihui Community, Juegang Town, Rudong County, Jiangsu Province, PRC and with PRC ID number of 320623197509200018 (“**Party C**”)
- (4) **Ms. ZHANG Yitao** of 1/F, Building 176, Ligao, Garden Yuyang Road, Tianzhu, Shunyi District, Beijing, PRC and with US passport number of 483710438 (“**Party D**”)

WHEREAS:

- A. MEDIWELCOME HEALTHCARE SERVICE AND TECHNOLOGY INC (the “**Company**”) is an exempted company incorporated in the Cayman Islands with limited liability with its registered office at Vistra (Cayman) Limited, P.O. Box 31119, Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205, Cayman Islands. As the date hereof, the Company’s authorized share capital is HK\$380,000, divided into 38,000,000,000 shares with a nominal value of HK\$0.00001 each.
- B. Party A, Party B, Party C, and Party D (collectively, the “**Controlling Shareholders**”) have been the shareholders of the Company since its incorporation on February 21, 2019. As the date hereof, the Company is owned as to approximately 27.11% by Party A, approximately 16.94% by Party B, approximately 8.03% by Party C and approximately 16.94% by Party D.
- C. Mediwelcome Beijing Healthcare Technology Co., Ltd. (北京麦迪卫康医疗科技有限公司) (“**Mediwelcome Beijing**”) was established under the laws of the PRC with limited liability on September 11, 2000. Party A, Party B, Party C, and Party D have been the controlling shareholders of Mediwelcome Beijing since May 2009. On April 8, 2016, Party A, Party B, Party C, and Party D entered into an acting in concert agreement in respect of their investment in Mediwelcome Beijing (the “**2016 AIC Agreement**”) and the agreement was expired on April 7, 2019.
- D. The Company was incorporated by Party A, Party B, Party C, Party D, and other registered shareholders of Mediwelcome Beijing for the purpose of the application to the listing (the “**Proposed Listing**”) of the main board of The Stock Exchange of Hong Kong Limited (“**Stock Exchange**”). Upon the completion of the reorganization for the Proposed Listing, the Company became the holding company of its subsidiaries and gained control of Mediwelcome Beijing through contractual arrangements.

- E. In preparation for the Proposed Listing, each of the parties hereto has agreed to enter into this Deed to confirm their acting in concert (as such term is defined in The Code on Takeovers and Mergers) arrangements on the Company since April 7, 2019 to the date hereof, as well as their ~~intention to continue act in concert upon the Proposed Listing to consolidate their control and management over the Company and its subsidiaries and the entities controlled by contractual arrangements (collectively, the "Group").~~

NOW THIS DEED WITNESSTH as follows:

1. On April 8, 2016, the Controlling Shareholders entered into 2016 AIC Agreement. The principal terms of the 2016 AIC Agreement are as follows:
 - a) The parties herein shall act in concert when deciding Mediwelcome Beijing's operation and management issues at the general meeting of shareholders, the board of directors, etc., especially when exercising convening, proposing and voting rights; and
 - b) Before the expiration of the 2016 AIC Agreement, prior to exercise the rights of proposing or voting on major issues relating to Mediwelcome Beijing's business development, the parties shall first discuss and consider the relevant proposals or voting issues internally. If the parties cannot reach a unanimous opinion, the opinion supported by the majority shall deem to be approved unanimously.
2. The 2016 AIC Agreement was expired on April 7, 2019. The Controlling Shareholders jointly confirm and agree that, from the date on which they became the shareholders of the Company and until this Deed is terminated pursuant to Clause 3:
 - a) They shall act in concert and collectively for all material management affairs and the arrival and/or execution of all commercial decisions, including but not limited to financial and operational matters, of the Group;
 - b) They shall give unanimous consent, approval or rejection on any other material issues and decisions in relation to the business of the Group;
 - c) They shall cast unanimous vote collectively for or against all resolutions in all board and shareholders' meetings and discussions of the Group; and
 - d) They shall cooperate with one another to obtain and maintain and consolidate control and management of the Group.
3. This Deed shall terminate once all parties hereto cease to have any shareholding, direct or indirect, in the Company. In the event one or more (but not all) parties to this Deed cease(s) to have any shareholding, direct or indirect, in the Company (each an "Outgoing Party" and collectively "Outgoing Parties"), this Deed shall cease to be binding on the Outgoing Parties only, but shall remain valid and enforceable against the other parties.
4. This Deed shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and each party hereto submits to the exclusive jurisdiction of the courts of Hong Kong for any claim or matter arising under this Deed.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the day and year first above written.

SIGNED, SEALED AND DELIVERED)

by Mr. SHI Wei )

in the presence of:)



SIGNED, SEALED AND DELIVERED)

by Mr. YANG Weimin )

in the presence of:)



SIGNED, SEALED AND DELIVERED)

by Mr. WANG Liang)

in the presence of:)

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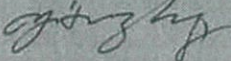
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
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