

DEED OF VOTING PROXY

THIS DEED OF VOTING PROXY (this “**Deed**”) is entered into as of June 12, 2024 as a deed by:

Tech-Med Investments (S) Pte. Ltd.

261 WATERLOO STREET, #02-30 WATERLOO CENTRE, SINGAPORE

WHEREAS:

- (1) Fangzhou Inc. is an exempted company incorporated and existing under the laws of the Cayman Islands with its registered office at PO Box 32311, Grand Cayman KY1-1209, Cayman Islands (the “**Company**”).
- (2) As of the date of this Deed, Tech-Med Investments (S) Pte. Ltd. (“**CP**”), which is advised by Crescent China Investment Management Ltd. (“**Crescent China**”), owns and holds 138,430,610 preferred shares of the Company, representing approximately 10.52% of the Company’s total issued share capital as at the date of this Deed. Each preferred share of the Company is expected to be re-designated and reclassified as one ordinary share of the Company on a one to one basis immediately prior to the listing of the Company’s ordinary shares on The Stock Exchange of Hong Kong Limited (the “**Listing**”).
- (3) CP intends to authorize Mr. Xie Fangmin (谢方敏) (holder of PRC ID 420105197811164218) and Mr. Zhou Feng (holder of Singaporean passport K2353706E) (together, the “**Proxyholders**”) to exercise the voting rights in respect of 138,430,610 shares of the Company held by CP (the “**Relevant Voting Rights**”) immediately before the Listing.

NOW THIS DEED WITNESSES as follows:

1. CP hereby irrevocably and unconditionally appoints the Proxyholders jointly as its true and lawful attorney and proxy with respect to the exercise of the Relevant Voting Rights in the Company’s shareholders’ meetings effective immediately before the Listing with respect to all resolutions to be resolved in such shareholders’ meetings of the Company.
2. The Proxyholders shall inform CP by notice in writing in a timely manner of any resolution, notice or proposal on convening a shareholders’ meeting of the Company after such resolution, notice or proposal is made.
3. The Proxyholders shall act in compliance with the terms hereof (including, in particular, not exceeding the scope authorized hereunder) and the Company’s articles of association and with diligence and duty of care.
4. This Deed shall become effective immediately before the Listing and shall automatically terminate if Crescent China’s ownership falls below 30% of the Company’s total issued share capital, whether held directly or through indirect means, after the Listing.
5. Miscellaneous
 - a. The Proxyholders shall not be liable in any respect for the exercise of the Relevant Voting Rights not exceeding the scope authorized hereunder.

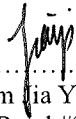
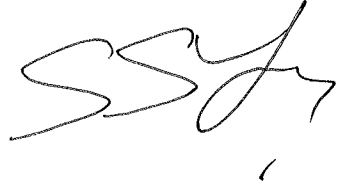
- b. This Deed may not be amended, modified or supplemented except by a written instrument executed by CP and the Proxyholders.
 - c. Nothing contained in this Deed shall be deemed to vest in the Proxyholders any direct or indirect ownership or incidence of ownership of or with respect to the shares underlying the Relevant Voting Rights.
 - d. The Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) ("**Third Party Rights Ordinance**") shall not apply to this Deed and no third party, other than CP and the Proxyholders, shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any provisions of this Deed.
6. **Governing laws.** This Deed shall be governed by, and construed in accordance with, the laws of Hong Kong without regard to the principles of conflicts of law of any jurisdiction.
7. **Dispute resolution.** Any dispute, controversy or claim (each, a "**Dispute**") arising out of or relating to this Deed, or the interpretation, breach, termination, validity or invalidity thereof, shall be referred to arbitration upon the demand of any party to the dispute with notice (the "**Arbitration Notice**") to the other party(ies) to the Dispute. The Dispute shall be settled by arbitration in Hong Kong by the Hong Kong International Arbitration Centre (the "**HKIAC**") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the "**HKIAC Rules**") in force when the Arbitration Notice is submitted in accordance with the HKIAC Rules. The arbitration tribunal shall consist of three arbitrators to be appointed according to the HKIAC Rules. Each of the claimant and the respondent to the Dispute shall be entitled to designate one arbitrator in accordance with the HKIAC Rules. If either party fails to designate an arbitrator, HKIAC shall appoint the arbitrator. The two arbitrators so appointed shall designate the third arbitrator who shall act as the presiding arbitrator of the arbitral tribunal. Failing such designation within thirty days from the confirmation of the second arbitrator, HKIAC shall appoint the presiding arbitrator. The arbitral proceedings shall be conducted in English. The IBA Rules on the Taking of Evidence in International Arbitration as current on the commencement of the arbitration shall apply. To the extent that the HKIAC Rules are in conflict with the provisions of this Section, including the provisions concerning the appointment of the arbitrators, the provisions of this Section shall prevail. The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award. The arbitral tribunal shall decide any Dispute submitted by the parties to the arbitration strictly in accordance with the substantive laws of Hong Kong (without regard to principles of conflict of laws thereunder) and shall not apply any other substantive law. Any party to the Dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal. During the course of the arbitral tribunal's adjudication of the Dispute, this Deed shall continue to be performed except with respect to the part in dispute and under adjudication.

IN WITNESS WHEREOF, this Deed has been executed as a deed on the date first above written.

EXECUTED AS A DEED

by Yin Shao Siang
as authorized signatories
for and on behalf of
Tech-Med Investments (S) Pte. Ltd.
in the presence of

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Name: Lam Jia Yi
38 Beach Road #32-12 Singapore 189767