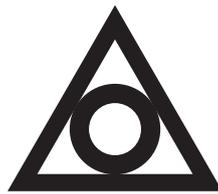


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**SINO BIOPHARMACEUTICAL LIMITED**  
**中國生物製藥有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

*Website: [www.sinobiopharm.com](http://www.sinobiopharm.com)*

**(Stock code: 1177)**

**SHARE TRANSACTION**  
**ACQUISITION OF 100% EQUITY INTEREST IN HYGIEIA**  
**INVOLVING THE ISSUE OF CONSIDERATION SHARES**  
**UNDER GENERAL MANDATE**

The Board is pleased to announce that on 13 January 2026, the Company (through the Purchaser) fully acquires Hygieia. The Purchaser, a wholly-owned subsidiary of the Company, entered into the Sale and Purchase Agreement with the Vendors, the Founders, Hygieia, Guangzhou Subsidiary, Xiamen Subsidiary and Shanghai Subsidiary. Pursuant to the Sale and Purchase Agreement, the Vendors conditionally agreed to sell, and the Purchaser conditionally agreed to acquire, 100% equity interest in Hygieia for a maximum base consideration of RMB1,200,000,000, subject to reduction, which will be settled partly in cash and partly by Consideration Shares. At Completion, Hygieia will become an indirect wholly-owned subsidiary of the Company.

## **LISTING RULES IMPLICATION**

As all of the applicable percentage ratios in respect of the Acquisition are less than 5% and part of the consideration will be satisfied by the allotment and issue of the Consideration Shares, the Acquisition constitutes a share transaction and is therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

## **REASONS FOR AND BENEFITS OF THE ACQUISITION**

Hygieia is a pioneering biopharmaceutical enterprise specialized in the research and development of innovative drugs for small interfering ribonucleic acids (siRNAs), Hygieia has established an integrated innovative drug development system spanning from target discovery to clinical proof-of-concept (POC), with a strategic focus on three major chronic disease areas: weight management and metabolism, cardiovascular and cerebrovascular diseases, and neurological disorders. The forward-looking strategic Acquisition will accelerate the Group's innovation initiatives and clinical advancement in chronic disease treatment, pioneering next-generation innovative therapies and benefit patients worldwide.

### **I. Optimizing layout in siRNA field and positioning chronic diseases as a new growth engine**

Chronic diseases have become the foremost threat to public health in the world. However, existing therapies generally suffer from systemic shortcomings such as limited efficacy, safety risks, and low patient compliance, resulting in significant unmet clinical needs. With its ability to target “undruggable” targets and advantage to deliver long-acting effects, siRNA technology is expected to address the pain points in traditional chronic disease treatments, offering broad application prospects. In 2025, the total value of disclosed global transactions in the siRNA field exceeded USD35 billion, with a year-on-year growth rate of over 40%. As a pioneer in research and development of siRNA therapeutics, Hygieia has successfully overcome delivery technology bottlenecks across multiple tissues, achieving precise targeting of the liver (single/dual targets), nerve, lung, kidney, and adipose tissue. This enables long-lasting silencing of target genes with a single administration. Its remarkable efficacy, durability, and safety haven been validated through both preclinical studies and clinical trials. Through the Acquisition, the Group will establish a next-generation cardiovascular innovation pipeline, enhance its layout in the areas of weight management and metabolic disorders, and expand into new frontiers within the trillion-dollar chronic disease management market.

## II. Building next-generation differentiated platforms to enhance global competitiveness

Hygieia has successfully developed differentiated delivery platforms that cover multiple tissues with proprietary intellectual property rights. Its core platform, MVIP (Multi-Valent Import Platform), is the world's first clinically validated liver-targeted delivery system capable of achieving "once-a-year" ultra-long-acting dosing, which effectively addresses the critical adherence challenges in chronic disease treatment. The DDP (Dual Delivery System) technology has successfully overcome the industry-wide challenge of achieving synergistic effect from dual-target therapies, and has demonstrated applicability across multiple tissues, showing promising potential for treating complex or refractory diseases mediated by multiple mechanisms. The Neuro System Delivery Platform (NSDP) is able to target the central nervous system or peripheral nerves. Its intrathecal delivery technology has the potential to achieve "once-a-year" dosing frequency. Additionally, the deployment of antibody-oligonucleotide conjugate (AOC) technology is accelerating, which is expected to provide more convenient routes of administration.

The Acquisition will fully leverage Hygieia's leading expertise in sequence design and screening, delivery systems and chemical modifications, while creating deep synergies with the Group's established capabilities in molecular format, patent layout and clinical development. Both parties will jointly accelerate the development of extrahepatic siRNA delivery platforms and spearhead the advancement of next-generation core therapeutic pathways, which will enhance the Group's global competitiveness in the area of siRNA.

## III. Accelerating the globalization strategy by introducing high-potential innovative pipelines

Hygieia has 4 clinical-stage assets and more than 10 preclinical assets, all of which have first-in-class (FIC) and best-in-class (BIC) potential. The Acquisition will significantly enrich the Group's globally competitive innovative pipelines. Leveraging its advantages in clinical development, registration and application, business development and commercialization, the Group will accelerate the clinical advancement of core pipeline assets and expand international market collaborations, so as to maximize their untapped global potential.

- 1) **Kylo-11:** It is the first ultra-long-acting Lp(a) siRNA in the world featuring one administration per year, which is currently in Phase II clinical trial for the treatment of Hyperlipoprotein(a) emia. The data from its Phase I clinical trial has been orally presented at the American Heart Association (AHA) Scientific Sessions 2025. Compared to similar drugs under development domestically and internationally, it demonstrates best-in-class potential in terms of efficacy and long-acting effects, while exhibiting a good safety profile with a low dosage required. More than 1.4 billion people worldwide suffer from high level of Lp(a) (>50mg/dL)<sup>[1]</sup> and are exposed to atherosclerotic cardiovascular diseases (ASCVD) risks. However, Lp(a) level cannot be improved through lifestyle shifts such as exercise or diet, and there is an urgent need for clinical intervention. Currently, there are no drugs approved to lower Lp(a) in the world, thus indicating substantial unmet clinical needs.

- 2) **Kylo-12:** It is a APOC3 siRNA with global best-in-class potential. As an ultra-long-acting drug, it is expected to achieve dosing intervals of six months or longer. The Phase II clinical trial is expected to commence in the first half of 2026 for the treatment of hypertriglyceridemia (HTG) and familial hyperchylomicronemia syndrome (FCS). The rough prevalence of HTG among adults in the world is as high as 29.6%<sup>[2]</sup>, and patients with inadequate response to conventional therapies urgently require products with superior efficacy. The therapy of APOC3 siRNA is expected to break through current treatment limitations and address a critical unmet need.
- 3) **Kylo-0603:** The world's first THR-  $\beta$  small molecule agonist utilising GalNAc conjugation for liver-specific targeting demonstrates potential to achieve superior efficacy and safety at a lower doses. Also, it may offer a novel oral option for fat reduction without muscle loss and metabolic dysfunction-associated steatohepatitis (MASH). Its Phase II clinical trial is expected to commence in the first half of 2026.

In 2026, Hygieia plans to accelerate multiple innovative projects towards the clinical stage, encompassing nervous system-targeted products and intrahepatic single-target and dual-target products. In particular, HJY-10 (INHBE siRNA) is intended for the treatment of obesity, HJY-02 (APP siRNA) for the treatment of Alzheimer's disease, and HJY-21 (PCSK9 dual-target siRNA) for the treatment of cardiovascular disease.

Sources:

- [1] Patrick M, Lauryn G, et al. (2020). Lipoprotein(a) and Its Potential Association with Thrombosis and Inflammation in COVID-19: a Testable Hypothesis. *Current Atherosclerosis Reports*.
- [2] Ruiz-García A, Arranz-Martínez E, et al. Prevalence of hypertriglyceridemia in adults and related cardiometabolic factors. SIMETAP-HTG study. *Clin Investig Arterioscler*. 2020 Nov-Dec;32(6):242-255. English, Spanish.

## **THE SALE AND PURCHASE AGREEMENT**

The principal terms of the Sale and Purchase Agreement are set out as follows:

### **Date**

13 January 2026

### **Parties**

- (a) The Purchaser as purchaser;
- (b) The Vendors as vendors;
- (c) The Founders;
- (d) Hygieia;

- (e) Guangzhou Subsidiary;
- (f) Xiamen Subsidiary; and
- (g) Shanghai Subsidiary.

### Subject matter

Pursuant to the Sale and Purchase Agreement, the Vendors conditionally agreed to sell, and the Purchaser conditionally agreed to acquire, 100% equity interest in Hygieia. Upon Completion, Hygieia will become an indirect wholly-owned subsidiary of the Company.

### Consideration

The consideration for the Acquisition shall be RMB1,200,000,000 (the “**Base Consideration**”), less the Leakage (as defined below) and withholding tax (if applicable).

Following Completion, the Purchaser shall appoint an auditor to conduct a special audit of the Hygieia Group to confirm the amount (if any) of any payment, distribution, liabilities, and obligations (other than payment, liabilities and obligations arising in the ordinary course of business as agreed by the Purchaser) (the “**Leakage**”) occurred between the Lockbox Date and the Completion Date (both dates inclusive).

The Base Consideration attributable to each Vendor is as follows:

<b>Shareholders of Hygieia</b>	<b>Approximate ownership percentage (%)</b>	<b>Base Consideration attributable to each Vendor RMB</b>
1. Founding Shareholder 1	16.50%	174,901,009
2. Guotou (Guangdong) Technology Achievement Transformation Venture Capital Fund Partnership (Limited Partnership)* (國投(廣東)科技成果轉化創業投資基金合夥企業(有限合夥)) (“ <b>Guotou Guangdong</b> ”)	15.05%	208,214,771
3. Founding Shareholder 2	13.43%	142,358,429
4. XY Hong Kong Limited (“ <b>XY Hong Kong</b> ”)	9.63%	120,081,340
5. Chen Qingliang (陳清良)	8.72%	94,387,563
6. Mi Liang (密良)	8.72%	94,409,481
7. Hangzhou Qiantang Heda Big Health Venture Capital Fund Partnership (Limited Partnership)* (杭州錢塘和達大健康創業投資基金合夥企業(有限合夥)) (“ <b>Hangzhou Big Health</b> ”)	6.95%	90,245,027

<b>Shareholders of Hygieia</b>	<b>Approximate ownership percentage (%)</b>	<b>Base Consideration attributable to each Vendor RMB</b>
8. Hangzhou Tasly New Track Equity Investment Partnership (Limited Partnership)* (杭州天士力新賽道股權投資合夥企業(有限合夥)) (“ <b>Hangzhou New Track</b> ”)	4.94%	62,366,828
9. Hangzhou Heda Pharmaceutical Valley Venture Capital Partnership (Limited Partnership)* (杭州和達藥谷創業投資合夥企業(有限合夥)) (“ <b>Hangzhou Heda</b> ”)	2.94%	39,336,861
10. Guangzhou Kaide Phase I Biomedical Industry Investment Fund Partnership (Limited Partnership)* (廣州凱得一期生物醫藥產業投資基金合夥企業(有限合夥)) (“ <b>Guangzhou Kaide</b> ”)	2.94%	38,262,888
11. Suzhou Jinhe Phase III Equity Investment Partnership (Limited Partnership)* (蘇州金闔三期股權投資合夥企業(有限合夥)) (“ <b>Suzhou Jinhe</b> ”)	2.51%	34,696,968
12. Hangzhou Huiding Tianzeng Investment Partnership (Limited Partnership)* (杭州匯鼎天增投資合夥企業(有限合夥)) (“ <b>Hangzhou Huiding</b> ”)	2.51%	34,696,968
13. Tianjin Jingeng Juzhi Biotechnology Partnership (Limited Partnership)* (天津金耕聚智生物科技合夥企業(有限合夥)) (“ <b>Tianjin Jingeng</b> ”)	1.94%	23,388,289
14. Qingdao Jianxin Huiyan Venture Capital Partnership (Limited Partnership)* (青島建信匯研創業投資合夥企業(有限合夥)) (“ <b>Qingdao Jianxin</b> ”)	1.47%	19,693,088
15. Guangxi Nanwan Bai’ao Phase I Venture Capital Partnership (Limited Partnership)* (廣西南灣百澳一期創業投資合夥企業(有限合夥)) (“ <b>Guangxi Nanwan</b> ”)	1.47%	19,136,924
16. Shanghai Zhenying Enterprise Management Consulting Partnership (Limited Partnership)* (上海楨贏企業管理諮詢合夥企業(有限合夥)) (“ <b>Shanghai Zhenying</b> ”)	0.29%	3,823,566
	<u>100.00%</u>	<u>1,200,000,000</u>

### Consideration payable to the Vendors

The consideration for the Acquisition shall be settled as follows:

(1) For the Vendors (other than the Founding Shareholders):

- (a) on the Completion Date, the Purchaser shall pay to each of the Vendors (other than the Founding Shareholders) in cash 80% of the Base Consideration attributable to it, less the applicable withholding tax; and

(b) on the 30th business day after the date on which the Second Instalment Conditions have been satisfied (or such other date as the parties may agree in writing), the Purchaser shall pay to each of the Vendors (other than the Founding Shareholders) in cash 20% of the Base Consideration attributable to it, less the applicable withholding tax, provided that if there is Leakage and such Leakage has not been fully compensated by the relevant Vendor prior to the second instalment payment, such amount of Leakage shall be deducted from the amount payable to the relevant Vendor.

(2) For the Founding Shareholders:

(a) on Completion Date, the Purchaser shall pay to each of the Founding Shareholders in cash 50% of the 80% of the Base Consideration attributable to it, less the applicable withholding tax;

(b) on the 30th business day after the date on which the Second Instalment Conditions have been satisfied (or such other date as the parties may agree in writing), the Purchaser shall pay to each of the Founding Shareholders in cash 50% of the 20% of the Base Consideration attributable to it, less the applicable withholding tax, provided that if there is Leakage and such Leakage has not been fully compensated by the relevant Founding Shareholder prior to the second instalment payment, such amount of Leakage shall be deducted from the amount payable to the relevant Founding Shareholder. With respect to the Founding Shareholder 2, if any of the relevant key employees fails to continue to serve in the relevant member of the Hygieia Group or the Purchaser's entities up to the Second Instalment payment date, such respective amount payable to the relevant key employee shall be deducted from the Base Consideration payable by the Purchaser to the Founding Shareholder 2;

(c) the remaining 50% of the Base Consideration attributable to the Founding Shareholders shall be settled in two instalments on the 30th calendar day after each of the second anniversary date and the third anniversary date of the Completion Date as follows:

(i) with respect to the Founding Shareholder 1, provided that the Founder 1 shall continue to serve in the relevant member of the Hygieia Group or the Purchaser's entities up to the respective dates of allotment and issue of Consideration Shares, the Company shall allot and issue to the Founding Shareholder 1 (A) 5,838,529 Shares on the 30th calendar day after the second anniversary date of the Completion Date; and (B) 8,757,793 Shares on the 30th calendar day after the third anniversary date of the Completion Date.

As agreed by the Founding Shareholders, the Founders and the Purchaser, the allotment and issue of the Consideration Shares to the Founding Shareholder 1 is conditional on the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, the Consideration Shares on the Stock Exchange (the "**Listing Approval**"). If the Listing Approval is not obtained before the 30th calendar day after the second anniversary date of the Completion Date, the Purchaser shall pay to the Founding Shareholder 1 the cash value of the Consideration Shares which should have been issued to the Founding Shareholder 1.

- (ii) with respect to the Founding Shareholder 2, provided that the Founder 2 and the relevant key employees shall continue to serve in the relevant member of the Hygieia Group or the Purchaser's entities up to the respective dates of settlement of the remaining Base Consideration attributable to the Founding Shareholder 2, the Purchaser shall pay to the Founding Shareholder 2 in cash in RMB (A) the cash value of 4,752,195 Shares on the 30th calendar day after the second anniversary date of the Completion Date; and (B) the cash value of 7,128,293 Shares on the 30th calendar day after the third anniversary date of the Completion Date. For the avoidance of doubt, no actual Shares will be issued to the Founding Shareholder 2.

If Founder 2 and/or any of the relevant key employees failed to continue to serve in the relevant member of the Hygieia Group or the Purchaser's entities up to the respective dates of settlement of the remaining Base Consideration, such respective amount payable to Founder 2 or the relevant key employee shall be deducted from the Base Consideration payable by the Purchaser to the Founding Shareholder 2.

The cash value of the Shares payable to the Founding Shareholder 2 and the Founding Shareholder 1 (if applicable) is determined as follows:

- if the volume weighted average price per Share for the period of thirty trading days before the date of payment is higher than or equal to the Issue Price, the amount cash value payable to Founding Shareholder 2 shall equal the number of relevant Shares multiplied by the Issue Price; and
- if the volume weighted average price per Share for the period of thirty trading days before the date of payment is lower than the Issue Price, the amount of cash value payable to Founding Shareholder 2 shall equal the number of relevant Shares multiplied by such volume weighted average price per Share.

## **Conditions precedent**

### ***Conditions precedent to Completion***

Unless waived by the Purchaser, the obligations of the Purchaser to proceed to Completion shall be subject to the fulfilment of the following conditions precedent:

- (i) all the representations and warranties made by the Vendors and the Founders under the Sale and Purchase Agreement remaining true, accurate, complete and non-misleading in all material respects;
- (ii) each of the Vendors and members of the Hygieia Group having performed and complied with all its pre-Completion obligations under the Sale and Purchase Agreement;
- (iii) all necessary consents required to be obtained for the Acquisition by any Vendor or member of the Hygieia Group have been duly obtained;

- (iv) from the date of the Sale and Purchase Agreement to the Completion Date, no government department having issued or passed any law or government order that has the effect of prohibiting, preventing, or substantially altering the terms of the Acquisition, and there being no claims, either made or potentially made by any government authority against any Vendor or members of the Hygieia Group, seeking to restrict or materially adversely change the Acquisition, and such claims, in the Purchaser's reasonable and bona fide judgment, would render the Completion impossible or illegal or would have a material adverse impact;
- (v) no material adverse impact has occurred since the Lockbox Date;
- (vi) all necessary approvals required to be obtained by the Vendors and members of the Hygieia Group in respect of the signing or performance of the Sale and Purchase Agreement or Completion having been obtained;
- (vii) all transaction documents having been properly signed and delivered to the Purchaser by the relevant parties (other than the Purchaser);
- (viii) Hygieia having completed the change of business registration with the relevant government authority for the Acquisition to reflect that: (a) the Purchaser is the registered holder of 100% equity interest in Hygieia; (b) the directors, supervisors, managers and legal representatives of each of the member of the Hygieia Group have been changed to persons designated by the Purchaser; and (c) Hygieia has filed a new articles of association with content and in agreed form;
- (ix) the registered capital of Hygieia having been fully paid up;
- (x) members of the Hygieia Group having completed the protection of the relevant intellectual property rights in accordance with the Sale and Purchase Agreement; and
- (xi) each of the Vendors and the Founders having delivered to the Purchaser a completion certificate signed by it.

Unless waived by the Vendors, the obligations of the Vendors to proceed to Completion shall be subject to the fulfilment of the following conditions precedent:

- (i) all the representations and warranties made by the Purchaser under the Sale and Purchase Agreement remaining true, accurate, complete and non-misleading in all material respects; and
- (ii) the Purchaser having performed and complied with all pre-Completion obligations under the Sale and Purchase Agreement.

### ***Second Instalment Conditions***

Unless waived by the Purchaser, the obligations of the Purchaser to make the second instalment payment to the Vendors shall be subject to satisfaction of the following conditions precedent:

- (i) all necessary consents from any governmental authority or other entity required by any Vendor or member of the Hygieia Group for the purpose of obtaining the second instalment payment have been duly obtained;
- (ii) the special audit on whether any Leakage have occurred having been completed; and
- (iii) any conditions that were required to be fulfilled before Completion but were waived by the Purchaser but required to be fulfilled before the second instalment payment having been fulfilled.

### **Issue Price**

The Consideration Shares will be allotted and issued at the Issue Price of HK\$6.66 per Share.

The Issue Price represents:

- (i) a discount of approximately 3.62% over the closing price of HK\$6.91 per Share as quoted on the Stock Exchange on the date of the Sale and Purchase Agreement; and
- (ii) a discount of approximately 1.62% over the average closing price of HK\$6.77 per Share as quoted on the Stock Exchange for the five consecutive trading days of the Shares immediately prior to the date of the Sale and Purchase Agreement.

The Issue Price represents the volume weighted average price per Share for the 30 trading days immediately preceding the date of the Sale and Purchase Agreement and was determined after arm's length negotiation between the Company and Founding Shareholders with reference to the recent share price of the Company and the prevailing market conditions. The Board considers that the Issue Price is fair and reasonable and in the interest of the Company and the Shareholders as a whole.

### **General Mandate**

The Consideration Shares will be allotted and issued under the General Mandate. Under the General Mandate, the total number of new Shares that the Company is authorised to allot and issue is 3,752,143,446 Shares, representing approximately 20% of the issued share capital (excluding treasury shares) of the Company as at the date of the 2025 AGM. Prior to the date of this announcement, the Company had not utilized any part of the General Mandate. Accordingly, the General Mandate is sufficient for the allotment and issue of the Consideration Shares, and the allotment and issue of the Consideration Shares will not be subject to further approval by the Shareholders.

### **Ranking of the Consideration Shares**

The Consideration Shares, when allotted and issued, will be free of all encumbrances and rank pari passu in all respects with the Shares in issue on the date of allotment and issue of the relevant Consideration Shares.

## **Application for listing**

An application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Consideration Shares.

## **Basis of the Consideration**

The consideration for the Acquisition was determined at after arm's length negotiations between the parties with reference to (i) Hygieia's enterprise value and expenditure on its research and development (R&D) pipeline, as well as risk considerations for its phased development; (ii) the Company's strategic interest in acquiring companies engaged in global research and development of siRNA drugs; (iii) benchmarking against publicly listed global siRNA drug companies in the United States and Hong Kong; and (iv) the assessment of the prospects of the Hygieia Group and the Group's anticipated synergy value, particularly in enhancing its R&D efforts on new medicines.

Given that Hygieia is a pharmaceutical R&D company, not generating significant profit and still at the R&D stage, the price-to-research (P/R) ratio should be applied to obtain a more reasonable enterprise value, and therefore the P/R ratio approach was adopted in the valuation.

In selecting suitable comparable companies, the Company has adopted the following selection criteria, all of which shall be met: (i) the shares are listed in the United States and Hong Kong; and (ii) companies engaged in global research and development of siRNA drugs which have similar business scope, business type, risk management capabilities, and stage of corporate development as Hygieia.

Based on the audited R&D expenses of Hygieia for the year ended 31 December 2024 of approximately RMB64 million, the consideration for the Acquisition of RMB1,200,000,000 implies a P/R ratio of 18.75 times, which fall at the lower end of the range of P/R ratios of the comparable companies with a mean P/R ratio of 22.3 times.

The Directors consider that taking reference to the P/R ratio of the comparable companies and the terms and conditions of the Acquisition (including the consideration) to be fair and reasonable and on normal commercial terms and are in the interests of the Company and the Shareholders as a whole.

The consideration for the Acquisition payable in cash will be funded by internal resources of the Group and bank borrowings.

## **Completion**

Completion shall take place on the 30th business day after the date on which all of the conditions precedent to Completion having been satisfied or waived (or such other date as the parties may agree in writing).

## Termination

The Sale and Purchase Agreement may be terminated if any of the following circumstances occur prior to the Completion Date:

- (a) the parties mutually agree in writing to terminate the Sale and Purchase Agreement;
- (b) the non-defaulting party may terminate the Sale and Purchase Agreement by giving written notice to the defaulting party if the defaulting party makes a material misrepresentation or commits a material breach of any term, commitment or obligation under the Sale and Purchase Agreement, and such breach is not rectified within thirty (30) days after the non-defaulting party provides written notice of the grounds for termination and its intent to terminate; or
- (c) either party may terminate the Sale and Purchase Agreement if a change in applicable law renders the Acquisition prohibited under such applicable law.

## INFORMATION ON HYGIEIA

Hangzhou Hygieia Biomedical Co., Ltd. is a company established in the PRC with limited liability. Hygieia is a pioneer biopharmaceutical enterprise dedicated to the research and development of innovative drugs for small interfering ribonucleic acids (siRNAs), with the mission of developing innovative siRNA products with blockbuster clinical value, focusing on the three major chronic disease areas of weight loss and metabolism, cardiovascular and cerebrovascular diseases, and nervous system. Hygieia has built an integrated innovative drug development system from target discovery to clinical proof-of-concept (POC), with an experienced professional research and development team. Hygieia has successfully overcome the technical bottleneck of siRNA drug delivery in multiple tissues, achieving precise targeting of multiple tissues such as the liver (single target/dual targets), nerves, lungs, kidneys, and fats, and achieving the effect of silencing target genes for a long time with a single dose. Its significant efficacy, long-acting effect, and safety have been dually verified by both preclinical studies and clinical trials.

As at the date of this announcement, Hygieia has three subsidiaries. The audited consolidated financial information of the Hygieia Group (prepared under the generally accepted accounting principles of the PRC) for two financial years ended 31 December 2023 and 31 December 2024 of the Hygieia Group are as follows:

	<b>For the year ended 31 December 2023</b> <i>(RMB'000)</i> (audited)	<b>For the year ended 31 December 2024</b> <i>(RMB'000)</i> (audited)
Revenue	2,613	6,999
Net profit (loss) before taxation	(65,367)	(79,256)
Net profit (loss) after taxation	(65,367)	(79,256)

The unaudited net asset value of the Hygieia Group as at 30 June 2025 was approximately RMB140,756,275.32.

Upon Completion, Hygieia will become an indirect wholly-owned subsidiary of the Company and its results will be consolidated in the results of the Group.

## **INFORMATION OF THE PARTIES**

### **The Company and the Purchaser**

The Company is principally engaged in pharmaceutical business with the focus on the research and development, manufacturing and selling of biopharmaceutical and chemical medicines.

The Purchaser is a company established in the PRC with limited liability, and is a wholly-owned subsidiary of the Company as of the date of this announcement. It is principally engaged in investment activities and investment holding.

### **The Founders**

Founder 1 is a founder of the Hygieia Group, indirectly holding equity in Hygieia through the Founding Shareholder 1.

Founder 2 is a founder of the Hygieia Group, indirectly holding equity in Hygieia through the Founding Shareholder 2.

### **The Vendors**

The Vendors comprises of 16 individuals or companies or limited partnership which are established in the PRC and incorporated in Hong Kong.

1. Founding Shareholder 1 is a company incorporated in Hong Kong with limited liability and is principally engaged in investment holding. Founding Shareholder 1 is wholly owned by Founder 1.
2. Guotou Guangdong is a limited partnership in the PRC and is principally engaged in venture capital business, which is also known as Greater Bay Area Fund of State Development and Investment Corporation (“**SDIC**”) (“**SDIC Greater Bay Area Fund**”). SDIC Greater Bay Area Fund is owned as to 20.6667% by SDIC, 20% by New Productivity Promotion Centre, Ministry of Science and Technology, 10.6667% by China Life Insurance Company Limited, 10% by Shanghai Kuangxing Enterprise Management Centre (Limited Partnership) and the remaining 38.6666% interest therein is owned by 12 other companies, each holding less than 10% equity interest therein. The general partner is SDIC (Guangdong) Venture Capital Management Co., Ltd. (“**SDIC Guangdong Venture**”). SDIC Guangdong Venture is owned as to 91% by SDIC Venture Capital Management Co., Ltd. and 9% by Guangdong Yueke Fund of Funds Investment Management Co., Ltd. Each of SDIC and SDIC Guangdong Venture are ultimately controlled by the State-owned Assets Supervision and Administration Commission of the State Council.

3. Founding Shareholder 2 is a limited partnership established in the PRC and is an employee shareholding platform. Founding Shareholder 2 is owned as to 85.57% by Founder 2 and 14.43% by Lu Xueqin (盧雪琴). The general partner is Founder 2.
4. XY Hong Kong is a company incorporated in Hong Kong with limited liability and is primarily engaged in investment holding. It is wholly-owned by Guo Jing.
5. Hangzhou Big Health is a limited partnership established in the PRC and is principally engaged in venture capital and equity investment business, which is also known as Zhejiang Province “4+1” Biomedicine and High-end Medical Device Industry Fund. Hangzhou Big Health is owned as to 34.965% by Hangzhou Heda Industrial Fund Investment Co., Ltd. (“**Heda Industrial Fund**”), 29.97% by Zhejiang Provincial Industrial Fund Investment Co., Ltd., 19.98% by Zhejiang Fuzhe Asset Management Co., Ltd., 14.985% by Hangzhou Industrial Investment Co., Ltd. and the remaining 0.1% interest therein is held by 2 other companies. The general partners are Hangzhou Heda Investment Management Co., Ltd. (“**Heda Investment**”) and Zhejiang Jintou Shengyuan Equity Investment Co., Ltd. (“**Jintou Fund**”). Heda Investment is owned as to 90% by Hangzhou Heda Financial Services Group Co., Ltd. and 10% by Hangzhou Lihan Investment Management Co., Ltd. Jintou Fund is owned as to 32% by Zhejiang Innovation Capital Investment Co., Ltd. (“**Zhejiang Innovation**”) and the remaining 68% interest therein is held by 4 other companies, each holding less than one-third of the equity interest. Zhejiang Innovation is indirectly wholly-owned by Zhejiang Provincial Department of Finance. Each of Heda Industrial Fund and Heda Investment are ultimately controlled by the Hangzhou Qiantang New Area Management Committee, which is state-owned.
6. Hangzhou New Track is a limited partnership established in the PRC and is principally engaged in the equity investment business. Hangzhou New Track is owned as to 60% by Tasly Biopharmaceutical Industry Group Co., Ltd. (“**Tasly Group**”), 20% by Hangzhou Heda Industrial Fund Investment Co., Ltd. (“**Heda Industry Fund**”), 16.6667% by Hangzhou High-Tech Venture Capital Management Co., Ltd. and the remaining 3.3333% interest therein is held by 2 other companies. Tasly Group is owned as to 67.084% by Tasly Big Health Industry Investment Group Co., Ltd. (“**Tasly Big Health**”), 20.7628% by Zhejiang Jianfeng Group Co., Ltd. and 12.1532% by Tianjin Central Pharmaceutical Co., Ltd. The general partner is Shenzhen Chongshi Private Equity Investment Fund Management Co., Ltd. (“**Shenzhen Chongshi**”). Shenzhen Chongshi is owned as to 51% by Mr. Yan Kaijing and 49% by Tasly Big Health. Each of Tasly Big Health and Shenzhen Chongshi are ultimately controlled by Mr. Yan Kaijing.
7. Hangzhou Heda is a limited partnership established in the PRC and is principally engaged in venture capital and equity investment business. Hangzhou Heda is owned as to 99.9% by Heda Industry Fund and 0.1% by Heda Investment. The general partner is Heda Investment and the limited partner is Heda Industry Fund. Each of Heda Investment and Heda Industry Fund are ultimately controlled by the Hangzhou Qiantang New Area Management Committee.

8. Guangzhou Kaide is a limited partnership established in the PRC and is principally engaged in private equity investment, investment management and asset management. Guangzhou Kaide is owned as to 30.935% by Guangzhou High-tech Zone Technology Holding Group Co., Ltd. (“**High-tech Holding**”), 26.506% by Ministry of Science and Technology New Productivity Promotion Centre and the remaining 42.559% interest therein is held by 4 other companies, each holding less than 20% of the equity interest. The general partner is Guangzhou Huangpu Biomedical Industry Investment Fund Management Co., Ltd. (“**Huangpu Pharmaceutical Fund**”). Huangpu Pharmaceutical Fund is owned as to 32.5% by High-tech Holding, 29.6% by Shenzhen Liding Fund Management Co., Ltd. (“**Liding Capital**”), 21% by BeiGene (Guangzhou) Innovation Technology Co., Ltd. and the remaining 16.9% interest therein is held by 2 other companies, each holding less than 10%. High-tech Holding is ultimately owned as to 91.0595% by the Guangzhou Economic and Technological Development Zone, Guangzhou High-tech Development Zone, Guangzhou Export Processing Zone, and Guangzhou Bonded Area Management Committee and 8.9405% by Department of Finance of Guangdong Province.
9. Suzhou Jinhe is a limited partnership established in the PRC and is principally engaged in private equity investment, investment management and asset management. Suzhou Jinhe is owned by 17 companies, each holding less than 15% of the equity interest therein. The general partner is Guangzhou Jinyuankuntong Stock Investment Management Co., Ltd. (“**Guangzhou Jinyuankuntong**”), which is owned as to 55% by Mr. Liang Yaoming and 45% by Mr. Hao Bixi.
10. Hangzhou Huiding is a limited partnership established in the PRC and is principally engaged in equity investment. Hangzhou Huiding is owned by 18 companies and 5 individuals, each holding less than one-third of the equity interest therein. The general partner is Hangzhou Huiding Tianshi Enterprise Management Partnership (Limited Partnership) (“**Huiding Tianshi**”). Huiding Tianshi is owned as to 79.2% by Ms. He Xin, 9.9% by Mr. Wang Wei, 9.9% by Mr. Sun Wei and 1% by Ningbo Huiding Jishi Investment Management Co., Ltd., which is owned as to 100% by Ms. He Xin.
11. Tianjin Jingeng is a limited partnership established in the PRC and is principally engaged in technical services, business management, etc.. Tianjin Jingeng is owned as to 94.1815% by Hangzhou New Track and the remaining 5.8185% interest therein is held by two other companies and one individual, each holding less than 5% of the equity interest therein. The general partner is Shenzhen Chongshi Private Equity Investment Fund Management Co., Ltd. (“**Shenzhen Chongshi**”), which is owned as to 51% by Mr. Yan Kaijing and 49% by Tasly Big Health. Tasly Big Health is ultimately controlled by Mr. Yan Kaijing.
12. Qingdao Jianxin is a limited partnership established in the PRC and is principally engaged in private equity investment, investment management and asset management. Qingdao Jianxin is owned as to 47.8889% by Zhongjianxin Holdings Group Co., Ltd. (“**Zhongjianxin Holdings Group**”), 30% by Qingdao Science and Technology Innovation Fund Partnership (Limited Partnership), and the remaining 22.1111% interest therein is held by 2 other companies and 2 individuals, each holding less than 20% of the equity interest. The general partner is Shanghai Jianxin Chuangke Equity Investment Management Co., Ltd. (“**Jianxin Chuangke**”). Each of Zhongjianxin Holdings Group and Jianxin Chuangke are ultimately controlled by Mr. Fang Chaoyang.

13. Guangxi Nanwan is a limited partnership established in the PRC and is principally engaged in venture capital business. Guangxi Nanwan is owned as to 31.2305% by Guangtou Capital Management Group Co., Ltd., 31.2305% by Mr. Wu Chaoyang and the remaining 37.539% interest therein is owned by 4 other companies, each holding less than 15% of the equity interest therein. The general partner is Liding Capital, which is owned as to 50% Mr. Wu Chaoyang, 25% by Mr. Zhang Xuejun and 25% by Mr. Gao Fengyong.
14. Shanghai Zhenying is a limited partnership established in the PRC and is principally engaged in business management consulting and other services. Shanghai Zhenying is owned as to 80.9524% by Henan Jieshui Legal Consulting Partnership (Limited Partnership)\* (“**Henan Jieshui**”), 9.5238% by Yantai Rongqing Industrial Investment Co., Ltd.\* (“**Yantai Rongqing**”) and 9.5238% by Ms. Chen Simin. The general partner is Henan Jieshui. The limited partners are Yantai Rongqing and Ms. Chen Simin. Henan Jieshui is owned as to 24.75% by Mr. Yang Letian, 24.75% by Ms. Tu Min, 24.75% by Mr. Hu Hongfei, 24.75% by Ms. Han Yun and 1% by Shanghai Honglin Consulting Management Co., Ltd. (“**Shanghai Honglin**”). Shanghai Honglin is owned as to 68.75% by Ms. Zhu Ling and 31.25% by Ms. Zhuang Chunhua.

To the best of the Directors’ knowledge, information and belief, having made reasonable enquiry, each of the Vendors and their respective ultimate beneficial owners are third parties independent of the Company and the connected persons of the Company.

#### **LISTING RULES IMPLICATION**

All the applicable percentage ratios in respect of the Acquisition are less than 5%. However, as part of the consideration will be satisfied by the allotment and issuance of the Consideration Shares, the Acquisition constitutes a share transaction and is therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

**As the Completion is subject to fulfilment (or waiver, if applicable) of certain conditions precedent set out in the Agreement and therefore the Acquisition may or may not proceed, Shareholders and investors are reminded to exercise caution when dealing in the Shares.**

## DEFINITIONS

Unless otherwise specified, the following terms have the following meanings in this announcement:

“2025 AGM”	the 2025 annual general meeting of the Company held on 10 June 2025;
“Acquisition”	the proposed acquisition of 100% equity interest in Hygieia by the Purchaser subject to and upon the terms and conditions of the Sale and Purchase Agreement
“Board”	the board of Directors
“Company”	Sino Biopharmaceutical Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 1177)
“Completion”	completion of the sale and purchase of 100% equity interest in Hygieia in accordance with the terms and conditions of the Sale and Purchase Agreement
“Completion Date”	the date on which the Acquisition is completed in accordance with the terms of the Sale and Purchase Agreement
“Consideration Shares”	14,596,322 Shares to be allotted and issued by the Company to satisfy part of the consideration to be payable to Founding Shareholder 1
“Director(s)”	the director(s) of the Company
“Founder 1”	Kunyuan Cui
“Founder 2”	Guan Tao (管濤)
“Founders”	collectively, Founder 1 and Founder 2
“Founding Shareholder 1”	Dracoo Investment Limited, a company incorporated in Hong Kong with limited liability and one of the Vendors
“Founding Shareholder 2”	Shanghai Fanxinghe Biomedical Technology Partnership (Limited Partnership)* (上海泛星禾生物醫藥科技合夥企業(有限合夥)), a company established in the PRC with limited liability and one of the Vendors
“Founding Shareholders”	the founding shareholders of Hygieia, namely Founding Shareholder 1 and Founding Shareholder 2

“General Mandate”	the general mandate granted to the Directors pursuant to an ordinary resolution passed at the 2025 AGM to allot, issue and deal with additional Shares and/or to sell or transfer treasury shares, if any, not exceeding 20% of the total number of issued shares of the Company (excluding treasury shares, if any) as at the date of the 2025 AGM and to add to such general mandate so granted to the directors any shares bought back by the Company under the general mandate
“Group”	the Company and its subsidiaries
“Guangzhou Subsidiary”	Guangzhou Hygieia Biomedical Technology Co., Ltd. (廣州赫吉亞生物醫藥技術有限公司), a company established in the PRC with limited liability and a subsidiary of Hygieia
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hygieia”	Hangzhou Hygieia Biomedical Co., Ltd. (杭州赫吉亞生物醫藥有限公司), a company established in the PRC with limited liability
“Hygieia Group”	collectively, Hygieia, its Guangzhou Subsidiary, Xiamen Subsidiary and Shanghai Subsidiary
“Issue Price”	the issue price of the Consideration Shares, being HK\$6.66 per Share
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Lockbox Date”	31 August 2025, being the lockbox date of the Sale and Purchase Agreement
“PRC”	the People’s Republic of China
“Purchaser”	Chia Tai Pharmaceutical Investment (Beijing) Co., Ltd.* (正大製藥投資(北京)有限公司), a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company
“RMB”	Renminbi, the lawful currency of the PRC
“Sale and Purchase Agreement”	the conditional sale and purchase agreement dated 13 January 2026 entered into by, among others, the Purchaser and the Vendors in respect of the Acquisition

“Second Instalment Conditions”	the conditions precedent to the payment of the second instalment of the consideration for the Acquisition in accordance with the Sale and Purchase Agreement, details of which are set out in the paragraph headed “Second Payment Conditions” in the section headed “Conditions precedent” of this announcement
“Shanghai Subsidiary”	Shanghai Heyi’an Biomedical Co., Ltd. (上海赫奕安生物醫藥有限責任公司), a company established in the PRC with limited liability and a subsidiary of Hygieia
“Shareholders”	holders of the Shares
“Shares”	the ordinary shares of nominal value of HK\$0.025 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Vendors”	collectively, the existing shareholders of Hygieia as at the date of the Sale and Purchase Agreement, who agreed to sell all their respective equity interest in Hygieia pursuant to the Sale and Purchase Agreement
“Xiamen Subsidiary”	Xiamen Ganbaoli Biomedical Co., Ltd. (廈門甘寶利生物醫藥有限公司), a company established in the PRC with limited liability and a subsidiary of Hygieia
“%”	Per cent

By order of the Board  
**Sino Biopharmaceutical Limited**  
**Tse, Theresa Y Y**  
*Chairwoman*

Hong Kong, 13 January 2026

*As at the date of this announcement, the Board of the Company comprises six executive directors, namely Ms. Tse, Theresa Y Y, Mr. Tse Ping, Ms. Cheng Cheung Ling, Mr. Tse, Eric S Y, Mr. Tse Hsin, and Mr. Tian Zhoushan, and five independent non-executive directors, namely Mr. Lu Zhengfei, Mr. Li Dakui, Ms. Lu Hong, Mr. Zhang Lu Fu and Dr. Li Kwok Tung Donald.*

\* *For identification purpose only*