THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in WuXi AppTec Co., Ltd.* (無錫藥明康德新藥開發股份有限公司), you should at once hand this circular, together with the enclosed Form of Proxy, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

WuXi AppTec

WUXI APPTEC CO., LTD.*
無錫藥明康德新藥開發股份有限公司

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

(Stock Code: 2359)

(1) PROPOSED ADOPTION OF A SHARE EMPLOYEE STOCK OWNERSHIP PLAN; (2) PROPOSED ADOPTION OF ADMINISTRATIVE MEASURES OF THE A SHARE EMPLOYEE STOCK OWNERSHIP PLAN; (3) PROPOSED AUTHORIZATION TO THE BOARD TO HANDLE MATTERS PERTAINING TO THE A SHARE EMPLOYEE STOCK OWNERSHIP PLAN; (4) PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION; AND (5) NOTICE OF EGM

The notice convening the EGM to be held at Sheraton Shanghai Waigaoqiao Hotel, 28 Jilong Road, Pilot Free Trade Zone, Shanghai, China on Tuesday, September 29, 2026 at 2:00 p.m. are set out on pages EGM-1 to EGM-3 in this circular.

Whether or not you are able to attend the EGM, please complete and sign the enclosed Form of Proxy for use at the EGM in accordance with the instructions printed thereon and return them to the H Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible but in any event not less than 24 hours before the time appointed for the EGM (i.e. not later than 2:00 p.m. on Monday, September 28, 2026 (Hong Kong time)) or the adjourned meeting (as the case may be). Completion and return of the Form of Proxy will not preclude Shareholders from attending and voting in person at the EGM if they so wish.

This circular together with the Form of Proxy are also published on the websites of the Hong Kong Stock Exchange (www.hkexnews.hk) and the Company (www.wuxiapptec.com).

References to time and dates in this circular are to Hong Kong time and dates.

* *For identification purpose only*

August 11, 2026

CONTENTS

Page

"A Share(s)"	domestic shares of the Company, with a nominal value of RMB1.00 each, which are listed for trading on the Shanghai Stock Exchange and traded in RMB
"A Shareholder(s)"	the holder(s) of A Shares
"A Share Employee Stock Ownership Plan"	the draft of the A Share Employee Stock Ownership Plan
"Administrative Measures of the A Share Employee Stock Ownership Plan"	the Administrative Measures of the A Share Employee Stock Ownership Plan
"Articles of Association"	the articles of association of the Company currently in force
"Board" or "Board of Directors"	the board of Directors of the Company
"Bondholder(s)"	holder(s) of the Bonds
"Bonds"	RMB6,780 million USD settled zero coupon convertible bonds due 2027 convertible at the option of the holder thereof into fully paid ordinary H Shares of the Company of a nominal value of RMB1.00 each at the initial conversion price HK$153.00 per H Share
"Company"	WuXi AppTec Co., Ltd.* (無錫藥明康德新藥開發股份有限公司), a joint stock limited company incorporated under the laws of the PRC
"CSRC"	the China Securities Regulatory Commission
"Director(s)"	the director(s) of the Company

"EGM"	the extraordinary general meeting of the Company to be held at Sheraton Shanghai Waigaoqiao Hotel, 28 Jilong Road, Pilot Free Trade Zone, Shanghai, China on Tuesday, September 29, 2026 at 2:00 p.m. (or any adjournment thereof), to consider and, if appropriate, approve resolutions contained in the notice of the EGM which is set out on page EGM-1 to EGM-3 of this circular, or any adjournment thereof
"Form of Proxy"	the form of proxy of the Company in respect of the resolutions set out in the notice of the EGM
"Group"	the Company and its subsidiaries from time to time, and the expression ***member of the Group*** shall be construed accordingly
"H Share(s)"	the overseas-listed foreign share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are listed on the Hong Kong Stock Exchange
"H Shareholder(s)"	the holder(s) of H Shares
"H Share Registrar"	Tricor Investor Services Limited, the H Share registrar of the Company
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Hong Kong Stock Exchange" and "Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Latest Practicable Date"	August 6, 2026, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time

"PRC"	the People's Republic of China which, for the purpose of this circular, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
"RMB"	Renminbi, the lawful currency of the PRC
"Share(s)"	share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, including both A Share(s) and H Share(s)
"Shareholder(s)"	holder(s) of Share(s)
"treasury shares"	shall have the meaning as set out in the Listing Rules
"USD"	United States dollars, the lawful currency of the United States of America
"%"	percentage

In this circular, unless the context otherwise requires, any reference to the singular includes the plural and vice versa and any reference to a gender includes a reference to the other gender and the neuter. Further, certain amounts and percentage figures included in this circular have been subject to rounding adjustments. Accordingly, figures shown as totals in certain paragraphs and tables in this circular may not be an arithmetic aggregation of the figures preceding them.

* *For identification purpose only*

WUXI APPTEC CO., LTD.*
無錫藥明康德新藥開發股份有限公司

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

(Stock Code: 2359)

Executive Directors:
Dr. Ge Li *(Chairman and chief executive officer)*
Dr. Minzhang Chen *(Co-chief executive officer)*
Dr. Steve Qing Yang *(Co-chief executive officer)*
Mr. Zhaohui Zhang

Non-executive Directors:
Mr. Xiaomeng Tong
Dr. Yibing Wu

Independent Non-executive Directors:
Ms. Christine Shaohua Lu-Wong
Dr. Wei Yu *(Lead independent non-exectuive Director)*
Dr. Xin Zhang
Ms. Zhiling Zhan
Mr. Xuesong Leng

Registered Office:
Mashan No. 5 Bridge
Binhu District, WuXi
Jiangsu Province
PRC

Headquarters and Principal Place of Business in the PRC:
288 Fute Zhong Road
Waigaoqiao Free Trade Zone
Shanghai
PRC

Principal Place of Business in Hong Kong:
Room 1910, 19/F
Lee Garden One, 33 Hysan Avenue
Causeway Bay
Hong Kong

August 11, 2026

To the Shareholders

Dear Sir/Madam,

(1) PROPOSED ADOPTION OF A SHARE EMPLOYEE STOCK OWNERSHIP PLAN; (2) PROPOSED ADOPTION OF ADMINISTRATIVE MEASURES OF THE A SHARE EMPLOYEE STOCK OWNERSHIP PLAN; (3) PROPOSED AUTHORIZATION TO THE BOARD TO HANDLE MATTERS PERTAINING TO THE A SHARE EMPLOYEE STOCK OWNERSHIP PLAN; (4) PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION; AND (5) NOTICE OF EGM

* *For identification purpose only*

1. INTRODUCTION

The purpose of this circular is to provide the Shareholders with information in respect of certain resolutions to be proposed at the EGM to be held on Tuesday, September 29, 2026, and to enable you to make an informed decision on whether to vote for or against the proposed resolutions at the EGM. For the details of the proposed resolutions at the EGM, please also refer to the notice of the EGM and the appendices enclosed with this circular.

2. PROPOSED ADOPTION OF THE A SHARE EMPLOYEE STOCK OWNERSHIP PLAN

An ordinary resolution will be proposed at the EGM for the Shareholders to consider and approve the proposed adoption of the A Share Employee Stock Ownership Plan.

Set out below are the principal terms of the A Share Employee Stock Ownership Plan.

Purpose of the A Share Employee Stock Ownership Plan

At present, competition in the global pharmaceutical R&D service market is becoming increasingly fierce. In the course of deepening its global footprint, the Company is objectively affected by changes in laws and regulations, industrial policies, political and economic environments, or changes in international relations of the countries and regions in which it operates globally, and faces unprecedented challenges arising from changes in international policies. Against this increasingly complex international backdrop, in order to further enhance the cohesion of its core employees and the Company's core competitiveness, implement the Company's core value of "shared hardship and shared success", closely align the interests of employees with the Company's global development goals, guide the Company's management personnel and core technical personnel to focus on long-term value creation, thereby ensuring the steady advancement of the Company's globalization strategy and the full realization of its long-term sustainable development goals, the Company has formulated the A Share Employee Stock Ownership Plan in accordance with the Company Law of the People's Republic of China (《中華人民共和國公司法》), the Securities Law of the People's Republic of China (《中華人民共和國證券法》), the Guiding Opinions on the Pilot Implementation of Employee Stock Ownership Plan by Listed Companies (《關於上市公司實施員工持股計劃試點的指導意見》), the Self-disciplinary Supervisory Guidelines for Listed Companies of the Shanghai Stock Exchange No. 1 — Standardised Operation (《上海證券交易所上市公司自律監管指引第1號 — 規範運作》), other laws, administrative regulations, rules and normative documents, and the Articles of Association.

Scope of Participants

The participants of the A Share Employee Stock Ownership Plan are the management personnel and core technical personnel of the Company (including its wholly-owned or holding subsidiaries, the same hereinafter in this paragraph), with the total number of participants not exceeding 4,000. The final number of participants will be determined based on the actual circumstances. All participants must be employed by the Company. Eligible employees shall participate in the Employee Stock Ownership Plan on a legal, compliant, and voluntary basis at their own risks. The participants of the A Share Employee Stock Ownership Plan do not include directors, senior management, and other related parties of the Company.

Source of Funds

The source of funds for the A Share Employee Stock Ownership Plan shall be the long-term incentive fund accrued by the Company, being the special incentive fund accrued by the Company in accordance with relevant remuneration management provisions, representing an aggregate amount of not more than RMB1,000,002,891.48.

Source of Underlying Shares and Purchase Price

The source of the underlying shares for the A Share Employee Stock Ownership Plan shall be the A Shares repurchased in the Company's designated securities repurchase account, representing an aggregate of not more than 9,701,231 A Shares, which represents not more than 0.33% of the total share capital of the Company as at the date of the announcement of the A Share Employee Stock Ownership Plan. The purchase price of the A Share Employee Stock Ownership Plan to acquire the Company's A Shares repurchased in the Company's designated securities repurchase account shall be RMB103.08 per share, being the average price of the A Shares repurchased in the Company's designated securities repurchase account.

Vesting Conditions

The vesting of the units held under the A Share Employee Stock Ownership Plan and their corresponding underlying A Shares is subject to the Company's 2026 performance appraisal, with specific requirements refer to the section headed "II. Vesting of Rights and Interests of the Employee Stock Ownership Plan" of Chapter 6 in Appendix I to this circular.

Duration and Lock-up Period

The duration of the A Share Employee Stock Ownership Plan shall be 60 months, commencing from the date on which the Company announces the transfer of the last tranche of underlying A Shares to the A Share Employee Stock Ownership Plan.

The lock-up periods of the underlying A Shares obtained under the A Share Employee Stock Ownership Plan (the "**Lock-up Periods**") shall be 12 months, 24 months, 36 months, and 48 months respectively, commencing from the date on which the Company announces the transfer of the last tranche of underlying A Shares to the A Share Employee Stock Ownership Plan. Upon expiration of the respective Lock-up Periods, the A Share Employee Stock Ownership Plan shall be unlocked in four phases, and the proportion of underlying A Shares unlocked in each phase shall be 25%, 25%, 25%, and 25%, respectively.

Mode of Management

The A Share Employee Stock Ownership Plan adopts a self-management model after its establishment. The internal entity with the highest management authority of the A Share Employee Stock Ownership Plan is the holders' meeting (the "**Holders' Meeting**"). The Holders' Meeting elects the management committee (the "**Management Committee**"), and authorizes the Management Committee as the daily management institution of the A Share Employee Stock Ownership Plan to exercise shareholders' rights on behalf of the holders, so as to effectively safeguard the legitimate rights and interests of the holders of the A Share Employee Stock Ownership Plan.

Implications of the A Share Employee Stock Ownership Plan under the Listing Rules

The A Share Employee Stock Ownership Plan does not involve the grant of new Shares or options over new Shares, or the issuance of Shares by the Company (or any of its subsidiaries). As the A Share Employee Stock Ownership Plan involves existing A Shares, it constitutes a share scheme under Chapter 17 of the Listing Rules but is only subject to the applicable disclosure requirements under Rule 17.12 of the Listing Rules. Although shareholders' approval is not required under the Listing Rules to adopt the A Share Employee Stock Ownership Plan, relevant PRC laws and regulations require that the A Share Employee Stock Ownership Plan and related matters be submitted for Shareholders' consideration and approval at the EGM by way of an ordinary resolution.

The full text of the A Share Employee Stock Ownership Plan is set out in Appendix I to this circular. The English translation of the A Share Employee Stock Ownership Plan is for reference only. In case of any discrepancy between the Chinese and English versions, the Chinese version shall prevail.

3. PROPOSED ADOPTION OF ADMINISTRATIVE MEASURES OF A SHARE EMPLOYEE STOCK OWNERSHIP PLAN

To regulate the implementation of the A Share Employee Stock Ownership Plan, the Company has formulated the Administrative Measures for the A Share Employee Stock Ownership Plan in accordance with the relevant laws, administrative regulations, rules and normative documents, as well as the provisions of the Articles of Association and the A Share Employee Stock Ownership Plan.

An ordinary resolution will be proposed at the EGM for the Shareholders to consider and approve the proposed adoption of the Administrative Measures of the A Share Employee Stock Ownership Plan.

The full text of the Administrative Measures of the A Share Employee Stock Ownership Plan is set out in Appendix II to this circular. The English translation of the Administrative Measures of the A Share Employee Stock Ownership Plan is for reference only. In case of any discrepancy between the Chinese and English versions, the Chinese version shall prevail.

4. PROPOSED AUTHORIZATION TO THE BOARD TO HANDLE MATTERS PERTAINING TO THE A SHARE EMPLOYEE STOCK OWNERSHIP PLAN

An ordinary resolution will be proposed at the EGM for the Shareholders to consider and approve the proposed authorization to the Board to handle matters pertaining to the A Share Employee Stock Ownership Plan.

In order to ensure the successful implementation of the A Share Employee Stock Ownership Plan, the Board proposed that, subject to the approval of the A Share Employee Stock Ownership Plan by the Shareholders at the EGM, the Shareholders also grant an authorization to the Board a to handle matters pertaining to the A Share Employee Stock Ownership Plan with full authority, including but not limited to the following matters:

(i) authorizing the Board to handle all necessary matters for the establishment and implementation of the A Share Employee Stock Ownership Plan, including but not limited to applying to the Shanghai Stock Exchange, applying to the Shanghai Branch of

China Securities Depository and Clearing Corporation Limited for relevant registration and clearing business, signing contracts or agreement documents related to the A Share Employee Stock Ownership Plan, etc.;

(ii) authorizing the Board to be responsible for amending the A Share Employee Stock Ownership Plan;

(iii) authorizing the Board to decide on the alteration and termination of the A Share Employee Stock Ownership Plan, including but not limited to matters agreed in the A Share Employee Stock Ownership Plan such as source of shares, source of funds, management model, as well as addition of the Participants, basis for determination of the Participants, standard quantity of units subscribed by the Participants, early termination of the A Share Employee Stock Ownership Plan, etc.;

(iv) authorizing the Board to decide on the extension of the period and early termination of the A Share Employee Stock Ownership Plan;

(v) authorizing the Board to consider the resolutions passed and submitted by the Holders' Meeting of the A Share Employee Stock Ownership Plan;

(vi) after the A Share Employee Stock Ownership Plan is considered and approved by the Shareholders at the EGM, if relevant laws, regulations, and policies change within the implementation period, authorizing the Board to make corresponding adjustments to the A Share Employee Stock Ownership Plan in accordance with the new policies;

(vii) authorizing the Board to interpret the A Share Employee Stock Ownership Plan;

(viii) authorizing the Board to handle all matters in relation to the lock-up and unlocking of A Shares held under the A Share Employee Stock Ownership Plan;

(ix) authorizing the Board to delegate to the Management Committee the authority to handle all matters relating to the lock-up, release from lock-up, and the sale and distribution of the A Shares of the A Share Employee Stock Ownership Plan upon release from lock-up;

(x) authorizing the Board to approve and handle related matters in relation to the repurchase and cancellation of A Shares held by the A Share Employee Stock Ownership Plan; and

(xi) within the scope permitted by laws, administrative regulations, rules, normative documents, and the Articles of Association, handle other matters related to the A Share Employee Stock Ownership Plan, except for rights that are explicitly required by relevant documents to be exercised by the general meeting of the Shareholders.

The aforementioned authorization to the Board set out above shall be valid for the duration from the date on which the Shareholders approved the adoption of the A Share Employee Stock Ownership Plan up to the date of the completion of implementation of the A Share Employee Stock Ownership Plan.

5. PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION

In order to actively participate in the implementation of the uncertificated securities market regime, strengthen corporate governance and investor participation, the Board proposes to make relevant amendments to the Articles of Association (the "**Proposed Amendments to the Articles of Association**"). The Company proposed that the Board be authorized to further authorize the Chairman or other persons as further authorized by him to handle relevant filing and registration procedures in relation to the Proposed Amendments to the Articles of Association.

A special resolution will be proposed at the EGM for the Shareholders to consider and approve the Proposed Amendments to the Articles of Association and the relevant authorization as aforementioned.

The details of the Proposed Amendments to the Articles of Association are set out in Appendix III to this circular.

6. THE EGM

The EGM will be held at Sheraton Shanghai Waigaoqiao Hotel, 28 Jilong Road, Pilot Free Trade Zone, Shanghai, China on Tuesday, September 29, 2026 at 2:00 p.m., for the Shareholders to consider and, if thought fit, approve the abovementioned resolutions, which will be proposed by way of ordinary and special resolutions. The voting in relation to such resolutions will be conducted by way of poll.

Pursuant to the Listing Rules, any vote of Shareholders at a general meeting must be taken by poll except where the chairman decides to allow a resolution relating to a procedural or administrative matter to be voted on by a show of hands.

The notice of the EGM is set out on pages EGM-1 to EGM-3.

No Director is required to abstain from voting on the relevant Board resolutions in relation to (i) the proposed adoption of the A Share Employee Stock Ownership Plan; (ii) the proposed adoption of the Administrative Measures of the A Share Employee Stock Ownership Plan; (iii) the proposed grant of authorization to the Board to handle matters pertaining to the A Share Employee Stock Ownership Plan; and (iv) the Proposed Amendments to the Articles of Association.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, none of the Shareholders has a material interest in the resolutions to be proposed at the EGM, and is required to abstain from voting at the EGM for such resolutions. Separately, A Shares held in the Company's designated securities repurchase account and treasury H Shares do not carry any voting rights at the Company's general meetings. As of the Latest Practicable Date, there are 9,701,231 A Shares already repurchased and held in the Company's designated securities repurchase account and 20,148,900 treasury H Shares.

An announcement on the poll results will be published by the Company after the EGM in the manner prescribed under the Listing Rules.

The Form of Proxy for use at the EGM is enclosed with this circular and such Form of Proxy is also published on the websites of the Hong Kong Stock Exchange (www.hkexnews.hk) and the Company (www.wuxiapptec.com). To be valid, the Form of Proxy must be completed and signed in accordance with the instructions printed thereon and deposited, together with the power of attorney or other authority (if any) under which it is signed or a certified copy of that power of attorney or authority at the Company's H Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible but in any event not less than 24 hours before the time appointed for the EGM (i.e. not later than 2:00 p.m. on Monday, September 28, 2026 (Hong Kong time)) or the adjourned meeting (as the case may be). Completion and delivery of the Form of Proxy will not preclude you from attending and voting at the EGM if you so wish.

The register of members of H Shares of the Company will be closed from Thursday, September 24, 2026 to Tuesday, September 29, 2026 (both days inclusive), during which no transfer of H shares will be effected for determining the entitlements of Shareholders to attend and vote at the EGM. In order to qualify as Shareholders to attend and vote at the EGM, holders of H Shares who are not registered must lodge all transfers of shares accompanied by the relevant share certificates with the Company's H Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration no later than 4:30 p.m. on Wednesday, September 23, 2026. H Shareholders whose names appear on the register of members of the Company on Thursday, September 24, 2026 will be entitled to attend and vote at the EGM.

7. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

8. RECOMMENDATION

The Directors consider that all of the resolutions mentioned above are in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favor of the relevant resolutions at the EGM.

Yours faithfully,
For and on behalf of the Board
Dr. Ge Li
Chairman

The following is the full text of the A Share Employee Stock Ownership Plan for the purpose of incorporation in this circular. In case of any discrepancies between the Chinese and English versions of the A Share Employee Stock Ownership Plan, the Chinese version shall prevail.

STATEMENT

The Company and all members of the Board warrant that there are no false records, misleading statements or material omissions in the Employee Stock Ownership Plan, and shall severally and jointly assume legal liability for its truthfulness, accuracy and completeness.

RISK WARNING

I. The 2026 A Share Employee Stock Ownership Plan of WuXi AppTec Co., Ltd. is subject to the approval of the general meeting of the Shareholders of the Company before implementation, and there is uncertainty as to whether the Employee Stock Ownership Plan will be approved by the general meeting of the Shareholders of the Company.

II. The specific source of funds, implementation plan, and other details involved in the Employee Stock Ownership Plan are preliminary results, and there is uncertainty as to whether the implementation can be completed.

III. The Company will subsequently disclose relevant progress in accordance with regulations, and investors are advised to make decisions with caution and pay attention to investment risks.

SPECIAL NOTICE

The abbreviations of the terms used in this section shall be consistent with the "Definitions" section.

I. The 2026 A Share Employee Stock Ownership Plan of WuXi AppTec Co., Ltd.* (無錫藥明康德新藥開發股份有限公司) (Draft) is formulated by the Company in accordance with the Company Law of the People's Republic of China, the Securities Law of the People's Republic of China, the Guiding Opinions on the Pilot Implementation of Employee Stock Ownership Plan by Listed Companies, the Self-disciplinary Supervisory Guidelines for Listed Companies of the Shanghai Stock Exchange No. 1 — Standardised Operation and other relevant laws, administrative regulations, rules and normative documents, and the provisions of the Articles of Association.

II. The Participants of the Employee Stock Ownership Plan are the management personnel and core technical personnel of the Company (including its wholly-owned or holding subsidiaries, the same hereinafter in this paragraph), with the total number of Participants not exceeding 4,000. The final number of Participants will be determined based on the actual circumstances. All Participants must be employed by the Company. Eligible employees shall participate in the Employee Stock Ownership Plan on a legal, compliant, and voluntary basis at their own risks. The Participants of the Employee Stock Ownership Plan do not include directors, senior management, and other related parties of the Company.

III. The source of funds for the Employee Stock Ownership Plan shall be the long-term incentive fund accrued by the Company, being the special incentive fund accrued by the Company in accordance with relevant remuneration management provisions, representing an aggregate amount of not more than RMB1,000,002,891.48.

IV. The source of the Underlying Shares for the Employee Stock Ownership Plan shall be the shares repurchased in the Company's designated securities repurchase account, representing an aggregate of not more than 9,701,231 shares, which represents not more than 0.33% of the total share capital of the Company as at the date of the announcement of the Draft Employee Stock Ownership Plan.

The purchase price of the Employee Stock Ownership Plan to acquire the Company's A Shares repurchased in the Company's designated securities repurchase account shall be RMB103.08 per share, being the average price of the shares repurchased in the Company's designated securities repurchase account.

V. The Employee Stock Ownership Plan complies with the requirements on the shareholding scale of the Company and individual employees under the regulatory provisions such as the Guiding Opinions on the Pilot Implementation of Employee Stock Ownership Plan by Listed Companies of the CSRC: the total number of shares held by all valid Employee Stock Ownership Plan of the Company shall not exceed 10% of the total share capital of the Company in aggregate, and the number of underlying shares corresponding to the units of the Employee Stock Ownership Plan held by any individual holder shall not exceed 1% of the total share capital of the Company. The total number of shares held by the Employee Stock Ownership Plan does not include shares acquired by the employees prior to the initial public offering and listing of the Company, the shares purchased by the employees themselves through the secondary market, and the shares acquired through equity incentives. If the requirements on the scale of the Employee Stock Ownership Plan under relevant laws, administrative regulations, rules and normative documents change, the scale of the Employee Stock Ownership Plan shall be adjusted accordingly in accordance with the requirements of the revised laws, administrative regulations, rules and normative documents.

VI. The Duration Period of the Employee Stock Ownership Plan shall be 60 months, commencing from the date on which the Company announces the transfer of the last tranche of Underlying Shares to the Employee Stock Ownership Plan. The Lock-up Periods of the Underlying Shares obtained under the Employee Stock Ownership Plan shall be 12 months, 24 months, 36 months, and 48 months respectively, commencing from the date on which the Company announces the transfer of the last tranche of Underlying Shares to the Employee Stock Ownership Plan. Upon expiration of the respective Lock-up Periods, the Underlying Shares under the Employee Stock Ownership Plan shall be unlocked in four phases, and the proportion of Underlying Shares unlocked in each phase shall be 25%, 25%, 25%, and 25% respectively.

VII. The vesting of the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares is subject to the Company's 2026 performance appraisal, with specific requirements as follows: (1) if the Company's revenue reaches RMB53.0 billion or above in 2026, 100% of the Underlying Shares under the Employee Stock Ownership Plan may be vested; (2) if the Company's revenue reaches RMB51.3 billion or above but does not reach RMB53.0 billion in 2026, 60% of the Underlying Shares under the Employee Stock Ownership Plan may be vested; and (3) if the Company's revenue does not reach RMB51.3 billion in 2026, the Underlying Shares under the Employee Stock Ownership Plan shall not be vested.

VIII. The Employee Stock Ownership Plan adopts a self-management model after being established. The internal entity with the highest management authority of the Employee Stock Ownership Plan is the Holders' Meeting. The Holders' Meeting elects the Management Committee, and authorizes the Management Committee as the daily management institution of the Employee Stock Ownership Plan to exercise shareholders' rights on behalf of the Holders, so as to effectively safeguard the legitimate rights and interests of the Holders of the Employee Stock Ownership Plan.

IX. After the Board considers and approves the Employee Stock Ownership Plan, the Company will issue a notice of the general meeting of the Shareholders to consider the Employee Stock Ownership Plan. The Employee Stock Ownership Plan shall be implemented only after consideration and approval by the general meeting of the Shareholders of the Company. The general meeting of the Shareholders of the Company to consider the Employee Stock Ownership Plan shall adopt a combination of on-site voting and online voting. The Company will provide an online voting platform to the

Shareholders of the Company through the trading system of the exchange and the Internet voting system, and the Shareholders may exercise their voting rights through the said systems within the timeframe for online voting.

X. The Employee Stock Ownership Plan has no acting-in-concert arrangements and there are no acting-in-concert plans with the directors, senior management, and other related parties of the Company. The Employee Stock Ownership Plan shall waive the voting rights at the general meeting of the Shareholders attached to the shares held by it during the Duration Period.

XI. The implementation of the Employee Stock Ownership Plan will not result in any change of control of the Company, and will not cause the shareholding structure of the Company to fail to meet the listing requirements.

XII. The financial and accounting treatment of the Company's implementation of the Employee Stock Ownership Plan and its taxation shall be carried out in accordance with the provisions of the relevant financial system, accounting standards, and taxation system, and the relevant taxes and fees to be paid by employees as a result of their participation in the Employee Stock Ownership Plan shall be borne by the employees themselves.

TABLE OF CONTENT

DEFINITIONS

In the Employee Stock Ownership Plan, unless the context otherwise requires, the following terms shall have the following meanings:

"WuXi AppTec", "Company" or "the Company"	WuXi AppTec Co., Ltd.* (無錫藥明康德新藥開發股份有限公司)
"Underlying Shares"	A shares of the Company acquired under the Employee Stock Ownership Plan by way of non-trading transfers
"Draft Plan" or "Employee Stock Ownership Plan (Draft)"	the 2026 A Share Employee Stock Ownership Plan of WuXi AppTec Co., Ltd. (Draft) (《無錫藥明康德新藥開發股份有限公司2026年A股員工持股計劃(草案)》)
"Employee Stock Ownership Plan"	the 2026 A Share Employee Stock Ownership Plan of the Company implemented in accordance with the Employee Stock Ownership Plan (Draft)
"Holder(s)"	employees of the Company who participate in the Employee Stock Ownership Plan
"Holders' Meeting"	the Holders' Meeting of the Employee Stock Ownership Plan
"Management Committee"	the Management Committee of the Employee Stock Ownership Plan
"CSRC"	the China Securities Regulatory Commission
"SSE"	the Shanghai Stock Exchange
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Clearing Company"	Shanghai Branch of China Securities Depository and Clearing Corporation Limited
"Company Law"	the Company Law of the People's Republic of China (《中華人民共和國公司法》)

"Securities Law"	the Securities Law of the People's Republic of China (《中華人民共和國證券法》)
"Guiding Opinions"	the Guiding Opinions on the Pilot Implementation of Employee Stock Ownership Plan by Listed Companies (《關於上市公司實施員工持股計劃試點的指導意見》)
"Self-disciplinary Supervisory Guidelines"	the Self-disciplinary Supervisory Guidelines for Listed Companies of the Shanghai Stock Exchange No. 1 — Standardised Operation (《上海證券交易所上市公司自律監管指引第1號 — 規範運作》)
"Articles of Association"	the Articles of Association of WuXi AppTec Co., Ltd. (《無錫藥明康德新藥開發股份有限公司章程》)
"Administrative Measures of the A Share Employee Stock Ownership Plan"	the Administrative Measures of the 2026 A Share Employee Stock Ownership Plan of WuXi AppTec Co., Ltd. (《無錫藥明康德新藥開發股份有限公司2026年A股員工持股計劃管理辦法》)
"RMB", "RMB ten thousand"	Renminbi, Renminbi ten thousand

Notes:

1. Unless otherwise specified, the financial data and financial indicators cited in the Draft Plan refer to the financial data on a consolidated basis and the financial indicators calculated based on such financial data.

2. Any discrepancies between the totals and the sum of the constituent items in the Draft Plan are due to rounding.

CHAPTER 1 PURPOSE AND BASIC PRINCIPLES OF THE EMPLOYEE STOCK OWNERSHIP PLAN

I. Purpose of the Employee Stock Ownership Plan

At present, competition in the global pharmaceutical R&D service market is becoming increasingly fierce. In the course of deepening its global footprint, the Company is objectively affected by changes in laws and regulations, industrial policies, political and economic environments, or changes in international relations of the countries and regions in which it operates globally, and faces unprecedented challenges arising from changes in international policies. Against this increasingly complex international backdrop, in order to further enhance the cohesion of its core employees and the Company's core competitiveness, implement the Company's core value of "shared hardship and shared success", closely align the interests of employees with the Company's global development goals, guide the Company's management personnel and core technical personnel to focus on long-term value creation, thereby ensuring the steady advancement of the Company's globalization strategy and the full realization of its long-term sustainable development goals, the Company has formulated the Draft Plan in accordance with the Company Law, the Securities Law, the Guiding Opinions, the Self-disciplinary Supervisory Guidelines, other laws, administrative regulations, rules and normative documents, and the Articles of Association.

II. Basic Principles Governing the Employee Stock Ownership Plan

(I) Principle of compliance with laws and regulations

The Company will implement the Employee Stock Ownership Plan in strict compliance with the procedures stipulated by laws and administrative regulations, and perform information disclosure truthfully, accurately, completely, and in a timely manner. No one shall make use of the Employee Stock Ownership Plan to engage in insider trading, manipulation of the securities market, or other securities fraud.

(II) Principle of voluntary participation

The Employee Stock Ownership Plan follows the principle of voluntary participation by employees, and there is no circumstance of compelling employees to participate by way of apportionment, forced distribution, or other means.

(III) Principle of self-assumption of risks

Holders of the Employee Stock Ownership Plan shall be responsible for their own profits and losses at their own risks, and have equal rights and interests with other investors.

CHAPTER 2 PARTICIPANTS AND CRITERIA FOR DETERMINATION OF PARTICIPATION IN THE EMPLOYEE STOCK OWNERSHIP PLAN

I. Basis for Determination of Participants of the Employee Stock Ownership Plan

The Company determines the list of Participants of the Employee Stock Ownership Plan in accordance with the relevant provisions of laws, administrative regulations, rules, normative documents such as the Company Law, the Securities Law, the Guiding Opinions, the Self-disciplinary Supervisory Guidelines, and the Articles of Association, together with actual circumstances. All Participants must be employed by the Company (including its wholly-owned or holding subsidiaries, the same hereinafter in this paragraph) and be employees who have entered into formal employment contracts with the Company (excluding labor dispatch, third-party employment relationships, etc.).

II. Criteria for Determination of Participants of the Employee Stock Ownership Plan

The Participants of the Employee Stock Ownership Plan are the management personnel and core technical personnel of the Company (including its wholly-owned or holding subsidiaries), with the total number of Participants not exceeding 4,000. The Participants of the Employee Stock Ownership Plan do not include directors, senior management, and other related parties of the Company.

Eligible employees shall participate in the Employee Stock Ownership Plan on a legal, compliant, and voluntary basis at their own risks.

III. Verification of Participants of the Employee Stock Ownership Plan

The legal counsel engaged by the Company will express clear opinions on whether the qualifications and other circumstances of the Participants comply with relevant provisions of laws, administrative regulations, rules, normative documents, and the Articles of Association.

CHAPTER 3 SOURCE OF FUNDS, SOURCE OF SHARES, PURCHASE PRICE AND SCALE OF THE EMPLOYEE STOCK OWNERSHIP PLAN

I. Source of Funds for the Employee Stock Ownership Plan

The source of funds for the Employee Stock Ownership Plan shall be the long-term incentive fund accrued by the Company, being the special incentive fund accrued by the Company in accordance with relevant remuneration management provisions, representing an aggregate amount of not more than RMB1,000,002,891.48.

II. Source of Shares for the Employee Stock Ownership Plan

The source of shares for the Employee Stock Ownership Plan shall be the A shares of the Company repurchased in the Company's designated repurchase account.

On June 9, 2026, the Company convened the third meeting of the fourth session of the Board, considering and approving the "Resolution on the Repurchase of A Shares of the Company through Centralized Bidding Trading in 2026" (《關於2026年以集中競價交易方式回購公司A股股份的議案》), agreeing to use internal funds to repurchase A shares of the Company through centralized bidding trading for the purpose of the Employee Stock Ownership Plan. The total amount of funds for this repurchase was RMB1.0 billion, and the repurchase price did not exceed RMB156.95 per share (inclusive). On June 25, 2026, the Company completed the implementation of this share repurchase plan, having cumulatively repurchased 9,701,231 A shares through centralized bidding trading, with the highest repurchase price being RMB118.48 per share, the lowest repurchase price being RMB95.11 per share, the average repurchase price being RMB103.08 per share, and the total funds utilized being RMB1,000,008,218.79 (excluding transaction expenses).

III. Purchase Price of the Employee Stock Ownership Plan

The purchase price of the Employee Stock Ownership Plan to acquire A shares of the Company repurchased in the Company's designated securities repurchase account shall be RMB103.08 per share, being the average price of the shares repurchased in the Company's designated repurchase account, and shall be no less than the higher of the following prices:

1. 50% of the average trading price of the Shares of the Company for the last trading day preceding the date of announcement of the Draft Plan (total trading amount/total trading volume on the preceding trading day), being RMB64.27 per Share;

2. 50% of the average trading price of the Shares of the Company for the last 20 trading days preceding the date of announcement of the Draft Plan (total trading amount for the last 20 trading days/total trading volume traded on the last 20 trading days), being RMB62.34 per Share;

3. 50% of the average trading price of the Shares of the Company for the last 60 trading days preceding the date of announcement of the Draft Plan (total trading amount for the last 60 trading days/total trading volume traded on the last 60 trading days), being RMB57.14 per Share;

4. 50% of the average trading price of the Shares of the Company for the last 120 trading days preceding the date of announcement of the Draft Plan (total trading amount for the last 120 trading days/total trading volume traded on the last 120 trading days), being RMB53.94 per Share.

During the period from the date of announcement of the Draft Plan to the completion of the transfer of the Underlying Shares under the Employee Stock Ownership Plan to the name of the Employee Stock Ownership Plan, in the event of any capitalization of capital reserve, bonus issue, share subdivision, share consolidation, or other events of the Company, the Board of the Company may determine whether to make corresponding adjustments to the purchase price from the date of ex-rights or ex-dividend of the share price. If the Board of the Company decides to adjust the purchase price, the adjustment methods are as follows:

1. Capitalization of capital reserve, bonus issue, share subdivision

$$P = P0 \div (1 + n)$$

Where: P0 represents the purchase price before adjustment; n represents the ratio per share of capitalization of capital reserve, bonus issue, or share subdivision; P represents the purchase price after adjustment.

2. Share consolidation

$$P = P0 \div n$$

Where: P0 represents the purchase price before adjustment; n represents the ratio of share consolidation; P represents the purchase price after adjustment.

The purchase price for the Employee Stock Ownership Plan to acquire the repurchased shares of the Company is based on the following considerations:

1. It combines the operating status of the Company with the purpose of strengthening the team building of management personnel and core technical personnel of the Company, forming an effective and feasible scheme that matches the actual situation of the Company on the basis of complying with relevant policies, laws and regulations;

2. While determining the purchase price, the Employee Stock Ownership Plan has established corresponding appraisal systems for the Company and individual performance evaluations, which is conducive to the long-term service of management personnel and core technical personnel and promotes the sustainable development of the Company;

3. The Employee Stock Ownership Plan is intended to improve the corporate governance mechanism, enhance the overall value of the Company, and ensure the deep binding of management personnel and core technical personnel of the Company with the long-term growth value of the Company.

The purchase price of the Employee Stock Ownership Plan aligns with the actual incentive needs of the Company and can further stimulate the initiative and creativity of the Company's management personnel and core technical personnel, promote the continuous and stable development of the Company's performance, does not impair the interests of the Company and minority Shareholders, and is reasonable and scientific.

IV. Scale of the Employee Stock Ownership Plan

The Employee Stock Ownership Plan shall involve an aggregate of not more than 9,701,231 shares, representing an aggregate of not more than 0.33% of the total share capital of the Company as at the date of the announcement of the Draft Plan. The Employee Stock Ownership Plan shall be divided into "units", with each unit being RMB1, and the maximum cap of units under the Employee Stock Ownership Plan shall be 1,000,002,891.48 units.

The Employee Stock Ownership Plan complies with the requirements on the shareholding scale of the Company and individual employees under regulatory provisions such as the Guiding Opinions on the Pilot Implementation of Employee Stock Ownership Plan by Listed Companies of the CSRC: the total number of shares held by all valid Employee Stock Ownership Plan of the Company shall not exceed 10% of the total share capital of the Company in aggregate, and the number of shares corresponding to the shareholding rights and interests obtained by an individual employee shall not exceed 1% of the total share capital of the Company in aggregate. The total number of shares held by the Employee Stock Ownership Plan does not include the shares obtained by employees prior to the initial public offering and listing of the Company's shares, the shares purchased by employees themselves through the secondary market, and the shares obtained through equity incentives. If the requirements on the scale of the Employee Stock Ownership Plan under relevant laws, administrative regulations, rules and normative documents change, the scale of the Employee Stock Ownership Plan shall be adjusted accordingly in accordance with the requirements of the revised laws, administrative regulations, rules and normative documents.

The specific units held by the Holders of the Employee Stock Ownership Plan are set out in the table below (calculated based on the maximum cap of units):

Position	Proposed Units to be Granted (units)	Proposed Number of Shares to be Held (shares)	Proportion to the Employee Stock Ownership Plan
Management personnel and core technical personnel (not exceeding 4,000 persons)	1,000,002,891.48	9,701,231	100%
Total	1,000,002,891.48	9,701,231	100%

V. Accounting Treatment of the Employee Stock Ownership Plan

In accordance with the provisions of Enterprise Accounting Standard No. 11 — Share-based Payment (《企業會計準則第11號 — 股份支付》), equity-settled share-based payments in exchange for employee services that can only be exercised upon completion of services during the vesting period or upon satisfaction of specified performance conditions shall, at each balance sheet date during the vesting period, recognise the services received during the current period in the relevant costs or expenses and capital reserve based on the fair value of the equity instruments at the grant date and the best estimate of the number of equity instruments expected to become exercisable.

The expenses of the Employee Stock Ownership Plan will be amortized during the Lock-up Period in accordance with the provisions of relevant accounting standards and accounting systems, and recognized in relevant expenses, with a corresponding increase in capital reserve. The actual expenses required to be amortized will be determined based on the circumstances after the completion of the transfer of the Underlying Shares under the Employee Stock Ownership Plan. The Company will promptly fulfill its information disclosure obligations in accordance with the regulations of the SSE.

CHAPTER 4 DURATION PERIOD AND LOCK-UP PERIOD OF THE EMPLOYEE STOCK OWNERSHIP PLAN

I. Duration Period of the Employee Stock Ownership Plan

(I) The Duration Period of the Employee Stock Ownership Plan shall be 60 months, commencing from the date on which the Company announces the transfer of the last tranche of Underlying Shares to the name of the Employee Stock Ownership Plan. When the Duration Period expires and is not further extended, the Employee Stock Ownership Plan shall terminate automatically.

(II) Within 1 month prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, or where the Underlying Shares held under the Employee Stock Ownership Plan cannot be fully sold before the expiration of the Duration Period due to circumstances such as suspension of trading of the Company's shares or a relatively short window period, with the consent of a majority of more than 50% (exclusive) of the units held by all the Holders participating in the voting and upon submission to and approval by the Board of the Company, the Duration Period of the Employee Stock Ownership Plan may be extended.

(III) After the expiration of the Lock-up Period and prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, when the assets of the Employee Stock Ownership Plan are all monetary assets, the Employee Stock Ownership Plan may be terminated in advance.

(IV) The Company shall disclose an indicative announcement six months prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, stating the number of Underlying Shares held by the expiring Employee Stock Ownership Plan and its proportion to the total share capital of the Company.

II. Lock-up Period of the Employee Stock Ownership Plan

The Lock-up Periods of the Underlying Shares obtained under the Employee Stock Ownership Plan shall be 12 months, 24 months, 36 months, and 48 months respectively, commencing from the date on which the Company announces the transfer of the last tranche of Underlying Shares to the name of the Employee Stock Ownership Plan. Upon expiration of the respective Lock-up Periods, the Employee Stock Ownership Plan shall be unlocked in four phases, and the proportion of Underlying Shares unlocked in each phase shall be 25%, 25%, 25%, and 25% respectively.

During each Lock-up Period, the corresponding units and corresponding shares under the Employee Stock Ownership Plan shall not be traded, including but not limited to being transferred, mortgaged/pledged, or used to provide loans or guarantees, etc. During each Lock-up Period, the shares derived from the Underlying Shares obtained under the Employee Stock Ownership Plan due to events of the Company such as bonus issue or capitalization of capital reserve shall also comply with the above share lock-up and unlocking arrangements.

The principle for setting the Lock-up Period under the Employee Stock Ownership Plan is the equivalence of incentives and restraints. On the basis of compliance with laws and regulations, the setting of the Lock-up Period can produce corresponding restraints on employees while fully motivating them, thereby more effectively unifying the interests of Holders, the Company, and the Shareholders of the Company, achieving the purpose of the Employee Stock Ownership Plan, and promoting the further development of the Company.

The Employee Stock Ownership Plan will strictly abide by market trading rules, comply with the relevant regulations of the CSRC, the SSE, and the Stock Exchange regarding the prohibition of buying or selling shares during sensitive information periods, and shall not deal in the Company's shares during sensitive information periods.

In the event of changes in relevant laws, administrative regulations, rules, and normative documents in the future, the new requirements shall prevail.

CHAPTER 5 MANAGEMENT MODEL OF THE EMPLOYEE STOCK OWNERSHIP PLAN

The Employee Stock Ownership Plan adopts a self-management model after being established. The internal entity with the highest management authority of the Employee Stock Ownership Plan is the Holders' Meeting. The Holders' Meeting elects the Management Committee, and authorizes the Management Committee as the daily management institution of the Employee Stock Ownership Plan to exercise shareholders' rights on behalf of the Holders, so as to effectively safeguard the legitimate rights and interests of the Holders of the Employee Stock Ownership Plan.

I. Holders' Meeting

The Participants of the Employee Stock Ownership Plan shall become Holders of the Employee Stock Ownership Plan upon confirming their held units of the Employee Stock Ownership Plan. The Holders' Meeting is the internal entity with the highest management authority of the Employee Stock Ownership Plan.

(I) Functions and Powers of the Holders' Meeting

1. Electing and removing members of the Management Committee;

2. Considering the alteration, termination, extension of the Duration Period, and early termination of the Employee Stock Ownership Plan, unless otherwise agreed in the Employee Stock Ownership Plan;

3. Authorizing the Management Committee to carry out the daily management of the Employee Stock Ownership Plan;

4. Authorizing the Management Committee to amend the Administrative Measures of the A Share Employee Stock Ownership Plan;

5. Authorizing the Management Committee to exercise the asset management duties of the Employee Stock Ownership Plan, including but not limited to being responsible for managing the assets (including cash assets) of the Employee Stock Ownership Plan, and selling the Company's shares according to the unlocking status upon expiration of each Lock-up Period, etc.;

6. Authorizing the Management Committee to dispose of the Holders' rights and interests in accordance with relevant provisions of the Employee Stock Ownership Plan (Draft), including changes in Holders' units, disqualification of Holders, as well as the disposal of units held by disqualified Holders, unit clawback, and corresponding proceeds distribution arrangements, etc.;

7. Authorizing the Management Committee to exercise shareholders' rights;

8. Authorizing the Management Committee to determine whether the Employee Stock Ownership Plan participates in financing and the specific participation plan when the Company raises funds by way of rights issue, issuance of additional shares, convertible corporate bonds, etc. during the Duration Period of the Employee Stock Ownership Plan;

9. Other matters stipulated by laws and regulations or deemed necessary by the Management Committee to be submitted to the Holders' Meeting for consideration;

10. Other functions and powers that may be exercised by the Holders' Meeting of the Employee Stock Ownership Plan as stipulated by the Employee Stock Ownership Plan, relevant laws, regulations, and normative documents.

Where the exercise of the above functions and powers is required to be considered and approved by the Board and the general meeting in accordance with relevant laws, regulations, normative documents and the provisions of the Draft Plan, the relevant matters shall be submitted to the Board and the general meeting for consideration after being considered and approved by the Holders' Meeting.

(II) Convening and Holding Procedures of the Holders' Meeting

The first Holders' Meeting shall be convened and chaired by the head of the Human Resources Department of the Company or a person designated thereby. Subsequent Holders' Meetings shall be convened by the Management Committee and chaired by the chairperson of the Management Committee. Where the chairperson of the Management Committee is unable to perform his/her duties, he/she shall designate a member of the Management Committee to preside over the meeting.

To convene a Holders' Meeting, the meeting convenor shall give notice of the meeting to all the Holders at least 3 days in advance by hand, mail, electronic communication, e-mail, or other means. The notice of meeting shall include at least the following particulars:

1. Time and venue of the meeting;

2. Purpose and agenda of the meeting;

3. Meeting materials necessary for the meeting;

4. Date on which the notification is made.

In case of emergency, the meeting convenor may give verbal notice to convene a Holders' Meeting at any time, and the above notice period provisions shall no longer apply. The verbal notice shall include at least items 1 and 2 above, as well as an explanation that a Holders' Meeting needs to be convened as soon as possible due to the urgent situation.

Holders' Meetings may be held on-site, by teleconference, video conference, communication voting, online voting, or by other means. Holders may attend and vote at the Holders' Meeting in person, or appoint a proxy in writing to attend and vote on their behalf. Holders and their proxies shall bear their own travel, accommodation, and food expenses for attending the Holders' Meeting.

(III) Voting Procedures at Holders' Meetings

1. After each proposal has been fully reviewed by the Holders, the Holders shall be called upon to vote in accordance with the voting method and within the voting timeline specified in the notice of the meeting. Valid voting methods include on-site written voting, written voting by communication (including mail, fax, etc.), or online voting.

2. Holders shall exercise their voting rights in accordance with the units of the Employee Stock Ownership Plan held by them, with each unit of the Employee Stock Ownership Plan carrying one vote. Voting at Holders' Meetings shall be taken by registered ballot.

3. The voting intentions of Holders are divided into "in favor" and "against". Holders present at the meeting shall choose one of the above intentions. Where a Holder fails to make a choice or chooses both intentions simultaneously, the vote of such Holder shall not be counted. If a Holder votes after the counting of voting results is completed or after the expiration of the prescribed voting timeline, his/her voting situation shall not be counted, and his/her voting units shall not be included in the total units held by Holders participating in the voting.

4. A proposal shall be deemed to have been passed if it is voted in favor by a majority of more than 50% (exclusive) of the units held by all the Holders participating in the voting, constituting a valid resolution of the Holders' Meeting.

5. Matters considered at Holders' Meetings that are required to be submitted to the Board and the general meeting of the Shareholders of the Company for consideration shall be submitted to the Board and the general meeting of the Shareholders of the Company for consideration in accordance with relevant regulations and the Articles of Association.

6. Holders who individually or collectively hold more than 30% of the units of the Employee Stock Ownership Plan may submit ad hoc proposals to the Holders' Meeting. Ad hoc proposals must be submitted to the meeting convenor 3 days prior to the convening of the Holders' Meeting. The meeting convenor shall issue a supplementary notice of meeting after receiving the ad hoc proposal and before the Holders' Meeting is held, except where the content of the ad hoc proposal violates laws, administrative regulations, or falls outside the scope of functions and powers of the Holders' Meeting.

II. Management Committee

A Management Committee shall be established under the Employee Stock Ownership Plan, which is the daily management institution of the Employee Stock Ownership Plan, responsible to the Employee Stock Ownership Plan, and exercises shareholders' rights on behalf of the Holders.

(I) Selection and Appointment Procedures of the Management Committee

The Management Committee consists of 3 members and shall have 1 chairperson of the Management Committee. Members of the Management Committee are elected by the Holders' Meeting. The chairperson of the Management Committee shall be elected by the Management Committee by a majority of all members. The term of office of members of the Management Committee shall be the Duration Period of the Employee Stock Ownership Plan.

(II) Obligations of Members of the Management Committee

Members of the Management Committee shall comply with the provisions of laws, administrative regulations, and the Administrative Measures of the A Share Employee Stock Ownership Plan, and shall owe the following fiduciary duties to the Employee Stock Ownership Plan:

1. They shall not use their office to accept bribes or other illegal income, and shall not misappropriate the property of the Employee Stock Ownership Plan;

2. They shall not misappropriate funds of the Employee Stock Ownership Plan;

3. Without the consent of the Holders' Meeting, they shall not deposit the assets or funds of the Employee Stock Ownership Plan in an account opened in their personal name or in the name of another individual;

4. Without the consent of the Holders' Meeting, they shall not lend funds of the Employee Stock Ownership Plan to others, nor provide guarantees for others with property of the Employee Stock Ownership Plan;

5. They shall not abuse their authority to prejudice the interests of the Employee Stock Ownership Plan;

6. They shall not disclose trade secrets in relation to the Employee Stock Ownership Plan without authorization.

Where a member of the Management Committee breaches the above duties of performance, the Holders' Meeting shall have the right to remove him/her from the position; where losses are caused to the Employee Stock Ownership Plan, he/she shall also bear liability for compensation.

(III) Duties Exercised by the Management Committee

1. Responsible for convening Holders' Meetings;

2. Carrying out daily management of the Employee Stock Ownership Plan on behalf of all the Holders;

3. Amending the Administrative Measures of the A Share Employee Stock Ownership Plan;

4. Responsible for managing the account assets of the Employee Stock Ownership Plan;

5. Exercising shareholders' rights in respect of the Company's shares held by the Employee Stock Ownership Plan on behalf of all the Holders (including but not limited to the rights to participate in the Company's cash dividends, bonus issues, capitalization of capital reserve, rights issues, and placement of bonds, etc.);

6. Handling all matters in relation to the lock-up and unlocking of shares purchased by the Employee Stock Ownership Plan;

7. Managing the allocation of rights and interests of the Employee Stock Ownership Plan, and upon expiration of each Lock-up Period of the Employee Stock Ownership Plan, deciding or designating personnel to be responsible for the sale, distribution, and other related matters of the Underlying Shares according to the unlocking status;

8. Disposing of Holders' rights and interests in accordance with relevant provisions of the Employee Stock Ownership Plan (Draft), including changes in Holders' units, disqualification of Holders, as well as the disposal of units held by disqualified Holders, unit clawback, and corresponding proceeds distribution arrangements, etc.;

9. Determining whether the Employee Stock Ownership Plan participates in financing and the specific participation plan when the Company raises funds by way of rights issue, issuance of additional shares, convertible corporate bonds, etc. during the Duration Period of the Employee Stock Ownership Plan;

10. Managing the register of Holders, and handling the registration, succession registration, etc. of units under the Employee Stock Ownership Plan;

11. Other duties authorized by the Holders' Meeting;

12. Other duties to be performed by the Management Committee as agreed in the Employee Stock Ownership Plan, relevant laws, regulations, and normative documents.

(IV) Powers and Functions of the Chairperson of the Management Committee

1. Presiding over Holders' Meetings and convening and presiding over meetings of the Management Committee;

2. Supervising and checking the execution of resolutions of Holders' Meetings and meetings of the Management Committee;

3. Other powers and functions delegated by the Management Committee.

Where the chairperson of the Management Committee fails or is unable to perform his/her powers and functions, a member shall be elected by other members of the Management Committee to perform the duties of the chairperson.

(V) Convening Procedures of the Management Committee

Meetings of the Management Committee shall be convened on an ad hoc basis. Such meetings shall be convened by the chairperson of the Management Committee, with notice given to all members of the Management Committee 3 days prior to the meeting. Where all members of the Management Committee unanimously agree on the voting matters, the meeting may be held and voted on by way of communication. The notice of meeting shall include the following contents:

1. Date and venue of the meeting;

2. Purpose and agenda of the meeting;

3. Meeting materials necessary for the meeting;

4. Date on which the notification is made.

The above notice period may be waived with the consent of each member of the Management Committee. In case of emergency where an emergency meeting of the Management Committee needs to be convened as soon as possible, the notice of meeting may be issued at any time by telephone or other verbal means, provided that the convenor shall make an explanation at the meeting.

(VI) Meeting and Voting Procedures of the Management Committee

1. A meeting of the Management Committee may be held only with the presence of a majority of the members of the Management Committee;

2. Resolutions made by the Management Committee must be passed by a majority of all members of the Management Committee;

3. Voting on resolutions of the Management Committee shall be conducted on a one-person, one-vote basis;

4. Voting on resolutions of the Management Committee shall be taken by registered ballot. On the premise of ensuring that members of the Management Committee fully express their opinions, meetings of the Management Committee may be conducted and resolutions may be made by way of communication or other means, and signed by the participating members of the Management Committee;

5. Meetings of the Management Committee shall be attended by the members of the Management Committee in person. Where a member of the Management Committee is unable to attend for any reason, he/she may appoint another member of the Management Committee in writing to attend on his/her behalf. The power of attorney shall state the proxy's name, proxy matters, scope of authorization, and validity period, and shall be signed or sealed by the principal. A member of the Management Committee attending the meeting on behalf of another shall exercise the powers of a member of the Management Committee within the scope of authorization. A member of the Management Committee who fails to attend a meeting of the Management Committee and fails to appoint a representative to attend shall be deemed to have waived his/her voting right at that meeting;

6. The Management Committee shall form resolutions on the decisions of matters discussed at the meeting, and members of the Management Committee shall sign on the meeting resolutions.

III. Specific Matters Authorized by the General Meeting of the Shareholders of the Company to the Board

In order to ensure the implementation of the Employee Stock Ownership Plan, after the Employee Stock Ownership Plan is considered and approved by the general meeting of the Shareholders, the general meeting of the Shareholders authorizes the Board with full authority to handle matters pertaining to the Employee Stock Ownership Plan, including but not limited to the following matters:

(I) Authorizing the Board to handle all necessary matters for the establishment and implementation of the Employee Stock Ownership Plan, including but not limited to applying to the SSE, applying to the Clearing Company for relevant registration and clearing business, signing contracts or agreement documents related to the Employee Stock Ownership Plan, etc.;

(II) Authorizing the Board to be responsible for amending the Employee Stock Ownership Plan;

(III) Authorizing the Board to decide on the alteration and termination of the Employee Stock Ownership Plan, including but not limited to matters agreed in the Draft Plan such as source of shares, source of funds, management model, as well as addition of the Holders, basis for determination of the Holders, standard quantity of units subscribed by the Holders, early termination of the Employee Stock Ownership Plan, etc.;

(IV) Authorizing the Board to decide on the extension of the Duration Period and early termination of the Employee Stock Ownership Plan;

(V) Authorizing the Board to consider the resolutions passed and submitted by the Holders' Meeting of the Employee Stock Ownership Plan;

(VI) After the Employee Stock Ownership Plan is considered and approved by the general meeting of the Shareholders, if relevant laws, regulations, and policies change within the implementation period, authorizing the Board of the Company to make corresponding adjustments to the Employee Stock Ownership Plan in accordance with the new policies;

(VII) Authorizing the Board to interpret the Draft Plan;

(VIII) Authorizing the Board to handle all matters in relation to the lock-up and unlocking of shares held by the Employee Stock Ownership Plan;

(IX) Authorizing the Board to delegate the Management Committee to handle all matters relating to the lock-up, release from lock-up, and the sale and distribution of the shares of the Employee Stock Ownership Plan upon release from lock-up;

(X) Authorizing the Board to approve and handle related matters in relation to the repurchase and cancellation of shares held by the Employee Stock Ownership Plan;

(XI) Within the scope permitted by laws, administrative regulations, rules, normative documents, and the Articles of Association, handling other matters related to the Employee Stock Ownership Plan, except for rights that are explicitly required by relevant documents to be exercised by the general meeting of the Shareholders.

The above authorization shall be valid from the date on which the Employee Stock Ownership Plan is considered and approved by the general meeting of the Shareholders of the Company to the date on which the implementation of the Employee Stock Ownership Plan is completed.

CHAPTER 6 ASSET COMPOSITION, VESTING OF RIGHTS AND INTERESTS, ALLOCATION AND DISPOSAL MEASURES OF THE EMPLOYEE STOCK OWNERSHIP PLAN

I. Asset Composition of the Employee Stock Ownership Plan

(I) Rights and interests corresponding to the Company's shares: rights and interests corresponding to the Underlying Shares held by the Employee Stock Ownership Plan.

(II) Other assets such as cash deposits and accrued bank interest.

(III) Assets resulting from other investments of the Employee Stock Ownership Plan.

The assets of the Employee Stock Ownership Plan shall be independent of the inherent property of the Company and the personal assets of the members of the Management Committee. The Company and the members of the Management Committee shall not misappropriate or encroach upon the assets of the Employee Stock Ownership Plan, or commingle the assets of the Employee Stock Ownership Plan with the assets of the Company or the personal assets of the members of the Management Committee in any other form. The property and revenues acquired as a result of the management, utilization, or other circumstances of the Employee Stock Ownership Plan shall be attributed to the assets of the Employee Stock Ownership Plan.

II. Vesting of Rights and Interests of the Employee Stock Ownership Plan

The vesting of the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares is subject to the Company's 2026 performance appraisal, with specific requirements as follows: (1) if the Company's revenue reaches RMB53.0 billion or above in 2026, 100% of the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares may be vested; (2) if the Company's revenue reaches RMB51.3 billion or above but does not reach RMB53.0 billion in 2026, 60% of the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares may be vested; and (3) if the Company's revenue does not reach RMB51.3 billion in 2026, the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares shall not be vested. The above units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares that cannot be vested shall be clawed back by the Management Committee without consideration, and may be handled as follows: (1) repurchased and cancelled by the Company at RMB0 in accordance with the requirements of relevant laws and regulations; or (2) disposed in accordance with the requirements of the then latest laws and regulations.

Prior to the determination of the vesting appraisal, the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares shall be held by the Employee Stock Ownership Plan, and after the vesting appraisal is determined, the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares shall be vested to the Holders based on the fulfillment of performance targets of the Company. Subsequent to the vesting of the units under the Employee Stock Ownership Plan and their corresponding Underlying Shares, they must still fulfill the Lock-up Period and unlocking time points of the Employee Stock Ownership Plan before they can be traded.

For the vested units under the Employee Stock Ownership Plan and their corresponding Underlying Shares held by a Holder, the final units eligible for unlocking shall be determined at each unlocking time point based on the individual performance appraisal result for the preceding year, that is, the actual unlocked units of the Holder for the current period = planned unlocked units of the Holder for the current period × individual performance appraisal result coefficient. Where the individual performance appraisal result is grade B- (or its equivalent appraisal result) or above, the individual performance appraisal result coefficient shall be 100%; where the individual performance appraisal result is below grade B-, the individual performance appraisal result coefficient shall be 0. The above units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares that cannot be unlocked shall be clawed back by the Management Committee without consideration, and may be handled as follows: (1) repurchased and cancelled by the Company at RMB0 in accordance with the requirements of relevant laws and regulations; or (2) disposed in accordance with the requirements of the then latest laws and regulations.

III. Disposal Measures of Shares upon Expiration of the Duration Period of the Employee Stock Ownership Plan

(I) After the expiration of the Lock-up Period and prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, when all Underlying Shares held by the Employee Stock Ownership Plan are fully sold (when the assets held by the Employee Stock Ownership Plan are all monetary assets), the Employee Stock Ownership Plan may be terminated in advance.

(II) Within 1 month prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, or where the Underlying Shares held under the Employee Stock Ownership Plan cannot be fully sold before the expiration of the Duration Period due to circumstances such as suspension of trading of the Company’s shares or a relatively short window period, with the consent of a majority of more than 50% (exclusive) of the

units held by all the Holders participating in the voting and upon submission to and approval by the Board of the Company, the Duration Period of the Employee Stock Ownership Plan may be extended.

(III) Upon expiration of the Duration Period of the Employee Stock Ownership Plan, if the Underlying Shares held by the Employee Stock Ownership Plan have still not been fully sold, the specific disposal measures shall be determined by the Management Committee.

IV. Arrangements for Possession, Use, Revenue and Disposal Rights of the Holders over Share Interests Obtained through the Employee Stock Ownership Plan

(I) the Holders of the Employee Stock Ownership Plan shall be entitled to shareholders' rights attached to the Underlying Shares held by the Employee Stock Ownership Plan in proportion to the units actually held by them as agreed in the Draft Plan, including but not limited to dividend rights, rights issue rights, capitalization of capital reserve, etc.

(II) During the Duration Period of the Employee Stock Ownership Plan, unless otherwise provided by laws, administrative regulations, rules, and normative documents, or with the consent of the Management Committee, the units of the Employee Stock Ownership Plan held by the Holders shall not be unilaterally withdrawn from, transferred, or used for mortgage, pledge, guarantee, debt repayment, or subjected to other similar disposals.

(III) During the Lock-up Period of the Employee Stock Ownership Plan, the Holders shall not request the distribution of rights and interests of the Employee Stock Ownership Plan.

(IV) During the Lock-up Period of the Employee Stock Ownership Plan, in the event of capitalization of capital reserve, bonus issue, rights issue, convertible bonds, etc. of the Company, the new shares obtained under the Employee Stock Ownership Plan as a result of holding the Company's shares shall be locked up together, and shall not be sold in the secondary market or transferred by other means, and the lock-up period of such shares shall be the same as that of the corresponding shares.

Upon the expiry of each lock-up period and based on the release from lock-up, the Management Committee shall decide or designate persons to sell, as soon as practicable and in the fastest feasible time on the premise of compliance with laws and regulations, the Company's shares corresponding to the units of the Employee Stock Ownership Plan that have been released from lock-up, and, after deducting the relevant taxes and fees and any payables of the Employee Stock Ownership Plan (if any) in accordance with law, distribute the proceeds to the Holders in proportion to their respective holdings of units in the Employee Stock Ownership Plan. If there are remaining unallocated Underlying Shares, the disposal method shall be determined by the Management Committee prior to the expiration of the Duration Period of the Employee Stock Ownership Plan.

(V) During the Duration Period of the Employee Stock Ownership Plan, when the Company declares dividends, the unvested units of the Employee Stock Ownership Plan shall not be entitled to the cash dividends of the Company's shares corresponding to such units, and the Company shall handle such dividends in accordance with the principle of compliance with laws and regulations; for the vested units of the Employee Stock Ownership Plan that have not yet been released from lock-up, the holders of such units shall not be entitled to the cash dividends of the corresponding Company's shares, and the Company shall handle such dividends in accordance with the principle of compliance with laws and regulations; the cash dividends of the Company's shares corresponding to the units of the Employee Stock Ownership Plan that have been released from lock-up shall, after deducting the relevant taxes and fees and any payables of the Employee Stock Ownership Plan (if any) in accordance with law, be distributed by the Management Committee or the persons designated by it to the holders of such units in proportion to their respective holdings of units in the Employee Stock Ownership Plan.

(VI) During the Duration Period of the Employee Stock Ownership Plan, when the Company raises funds by way of rights issue, issuance of additional shares, convertible bonds, etc., the Management Committee shall decide whether to participate in the financing and the specific participation plan.

(VII) Upon expiration of the Duration Period or early termination of the Employee Stock Ownership Plan, the Management Committee shall complete liquidation within 30 working days from the date of expiration or termination in accordance with the authorization of the Holders' Meeting, and distribute the assets in proportion to the units of the Employee Stock Ownership Plan held by the Holders.

(VIII) In the event of other unspecified matters, the disposal method of the units of the Employee Stock Ownership Plan held by the Holders shall be determined by the Management Committee.

V. Disposal Measures of Share Interests Held when Circumstances Such as Departure, Retirement, Death, or Other Circumstances Rendering a Holder No Longer Suitable to Participate in the Employee Stock Ownership Plan Occur

(I) In the event of any of the following circumstances, the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the unvested units, as well as the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares, shall lapse and become invalid:

1. Where the Holder is incompetent for his/her job;

2. Where the Holder violates laws, breaches professional ethics, or leaks confidential information of the Company;

3. Where the Holder commits dereliction of duty, malfeasance, or seriously violates the Company's policies;

4. Where damage is caused to the interests or reputation of the Company;

5. Where the Company terminates the labor contract or employment agreement with the Holder for any of the above reasons.

(II) Where a Holder no longer meets the eligibility criteria for Participants contracted in the Draft Plan, or becomes a person prohibited from continuing to participate in the Employee Stock Ownership Plan under relevant laws, administrative regulations, rules, and normative documents, the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the unvested units, as well as the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares, shall lapse and become invalid.

(III) In the event of any of the following circumstances, the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the unvested units, as well as the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares, shall lapse and become invalid:

1. Where the Holder departs due to resignation, redundancy, or the expiration or termination of the labor contract or employment agreement;

2. Where the Holder retires normally in accordance with national regulations;

3. Where the Holder is declared bankrupt or insolvent, or reaches any composition agreement with his/her creditors;

4. Where the Holder is unable to devote all of his/her time and energy exclusively to the Company's business, or fails to perform duties diligently for the business and interests of the Company during the subsistence of the employment relationship;

5. Where the Holder breaches the provisions of his/her labor contract or employment agreement entered into with the Company or any obligations to the Company, failing to perform duties diligently toward the Company.

(IV) Where a Holder terminates his/her employment relationship with the Company due to loss of labor capacity resulting from work injury, the unvested units of the Employee Stock Ownership Plan held by the Holder and the corresponding underlying shares shall lapse and become void, and the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares, shall remain valid, and the requirement for individual performance appraisal may be waived.

(V) In the event of death of a Holder, it shall be handled as follows:

1. Where the Holder's job grade is director level or above, the Holders' unvested units under the Employee Stock Ownership Plan and their corresponding Underlying Shares shall lapse and become invalid, and the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares may be exempted from individual performance appraisal requirements and unlocked immediately. The unlocking date shall be the date of death or the nearest trading day, and upon unlocking, the Company shall sell them as soon as practicable and distribute the proceeds.

2. Where the Holder's job grade is below director level (excluding director) and the Holder passes away due to work injury, the Holders' unvested units under the Employee Stock Ownership Plan and their corresponding Underlying Shares shall lapse and become invalid, and the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares

shall remain unchanged, and the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares may be exempted from individual performance appraisal requirements and unlocked immediately. The unlocking date shall be the date of death or the nearest trading day, and upon unlocking, the Company shall sell them as soon as practicable and distribute the proceeds.

3. Where the Holder's job grade is below director level (excluding director) and the Holder passes away not due to work injury, the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the unvested units, as well as the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares, shall lapse and become invalid.

(VI) The above units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares that lapse and become invalid shall be clawed back by the Management Committee without consideration, and may be handled as follows: (1) repurchased and cancelled by the Company at RMB0 in accordance with the requirements of relevant laws and regulations; or (2) handled in accordance with the requirements of the then latest laws and regulations.

(VII) Other circumstances not specified herein shall be identified by the Management Committee, and its disposal measures shall be determined thereby.

CHAPTER 7 RIGHTS AND OBLIGATIONS OF THE COMPANY AND THE HOLDERS OF THE EMPLOYEE STOCK OWNERSHIP PLAN

I. Rights and Obligations of the Company

(I) Rights of the Company

1. to supervise the operation of the Employee Stock Ownership Plan and safeguard the interests of the Holders;

2. to dispose of the rights and interests of the Holders in accordance with the relevant provisions of the Employee Stock Ownership Plan;

3. to withhold and remit the relevant taxes and fees payable by the Employee Stock Ownership Plan in accordance with the provisions of national tax laws and regulations;

4. other rights provided by laws, administrative regulations, rules, normative documents or the Employee Stock Ownership Plan.

(II) Obligations of the Company

1. to fulfill its information disclosure obligations relating to the Employee Stock Ownership Plan in a true, accurate, complete and timely manner;

2. to open and close securities accounts, funds accounts and other relevant accounts for the Employee Stock Ownership Plan in accordance with applicable laws and regulations;

3. other obligations provided by laws, administrative regulations, rules, normative documents or the Employee Stock Ownership Plan.

II. Rights and Obligations of the Holders

(I) Rights of the Holders

1. to attend the holders' meeting in person or appoint a proxy to attend and exercise the corresponding voting rights thereat;

2. to enjoy the benefits of the Employee Stock Ownership Plan based on the units held in the Employee Stock Ownership Plan in accordance with the provisions of this draft plan;

3. the Holders waive the voting rights in respect of the underlying shares indirectly held through their participation in the Employee Stock Ownership Plan, and authorize the Management Committee to exercise shareholder rights on behalf of all Holders and in respect of the Company's shares held by the Employee Stock Ownership Plan;

4. to supervise the administration of the Employee Stock Ownership Plan and to make suggestions or raise inquiries;

5. other rights provided by laws, administrative regulations, rules, normative documents or the Employee Stock Ownership Plan.

(II) Obligations of the Holders

1. to comply with laws, administrative regulations, rules, normative documents and the relevant provisions of the Employee Stock Ownership Plan;

2. to bear the investment risks in accordance with the units of the Employee Stock Ownership Plan held by them;

3. to abide by the resolutions of the holders' meeting and the Management Measures for the Employee Stock Ownership Plan;

4. unless otherwise specified by laws, administrative regulations, rules or normative documents, or approved by the Management Committee, the units of the Employee Stock Ownership Plan held by the Holders shall not be withdrawn, transferred, or used for mortgage, pledge, guarantee, repayment of debts or any other similar disposal without authorization;

5. not to request the distribution of the assets of the Employee Stock Ownership Plan during the lock-up period;

6. the Holders shall bear on their own account any corresponding taxes and fees payable under national and other relevant laws and regulations in connection with their participation in the Employee Stock Ownership Plan (if any);

7. to waive the voting rights in respect of the Company's shares indirectly held through their participation in the Employee Stock Ownership Plan;

8. other obligations provided by laws, administrative regulations, rules, normative documents or the Employee Stock Ownership Plan.

CHAPTER 8 ALTERATION AND TERMINATION OF THE EMPLOYEE STOCK OWNERSHIP PLAN

I. Alteration of the Employee Stock Ownership Plan

(I) Within 1 month prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, or where the Underlying Shares held under the Employee Stock Ownership Plan cannot be fully sold before the expiration of the Duration Period due to circumstances such as suspension of trading of the Company's shares or a relatively short window period, with the consent of a majority of more than 50% (exclusive) of the units held by all the Holders participating in the voting and upon submission to and approval by the Board of the Company, the Duration Period of the Employee Stock Ownership Plan may be extended.

(II) Except for the above circumstances of extension of the Duration Period, during the Duration Period of the Employee Stock Ownership Plan, any alteration to the Employee Stock Ownership Plan shall be subject to the consent of a majority of more than 50% (exclusive) of the units held by all the Holders participating in the voting, and shall be submitted to the Board of the Company for consideration and approval before implementation.

II. Termination of the Employee Stock Ownership Plan

(I) The Employee Stock Ownership Plan shall terminate automatically upon expiration of its Duration Period.

(II) After the expiration of the Lock-up Period and prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, when all Underlying Shares held by the Employee Stock Ownership Plan are fully sold (when the assets held by the Employee Stock Ownership Plan are all monetary assets), the Employee Stock Ownership Plan may be terminated in advance.

(III) Except for the above circumstances of automatic termination and early termination, during the Duration Period, any termination of the Employee Stock Ownership Plan shall be subject to the consent of a majority of more than 50% (exclusive) of the units held by all the Holders participating in the voting and shall be submitted to and approved by the Board of the Company.

CHAPTER 9 PARTICIPATION METHOD OF THE EMPLOYEE STOCK OWNERSHIP PLAN IN THE EVENT OF CORPORATE FINANCING

During the Duration Period of the Employee Stock Ownership Plan, when the Company raises funds by way of rights issue, issuance of additional shares, convertible bonds, etc., the Management Committee shall decide whether to participate in the financing and the solution for funding.

CHAPTER 10 IMPLEMENTATION PROCEDURES OF THE EMPLOYEE STOCK OWNERSHIP PLAN

I. The Employee Stock Ownership Plan shall be considered and approved by the Board. When the Board reviews the Employee Stock Ownership Plan, directors who have an interest in the plan shall abstain from voting. The Company shall promptly announce the Board resolution and the summary of the draft plan, and disclose the full text of the Employee Stock Ownership Plan (draft) and the opinion of the Board's Remuneration and Appraisal Committee on the website of the Shanghai Stock Exchange.

II. The Board's Remuneration and Appraisal Committee shall express its opinion on whether the Employee Stock Ownership Plan is conducive to the sustainable development of the Company, whether it is detrimental to the interests of the Company and all Shareholders, and whether there are any situations where employees are forced to participate in the Employee Stock Ownership Plan by means such as allocation or forced distribution.

III. The Company shall engage a law firm to issue legal opinions as to whether the Employee Stock Ownership Plan and related matters are lawful and compliant, whether the necessary decision-making and approval procedures have been followed, and whether the information disclosure obligations have been performed in accordance with laws, regulations and the relevant requirements of the Shanghai Stock Exchange. The legal opinions shall be announced prior to the convening of the general meeting for the consideration of the Employee Stock Ownership Plan.

IV. The Company shall fully solicit employee opinions on the Employee Stock Ownership Plan proposed by the Board through lawful and compliant procedures, and disclose the solicitation results and relevant resolutions in time.

V. The general meeting shall adopt a combination of on-site voting and online voting for the voting process. The Employee Stock Ownership Plan may be implemented upon approval by more than half of the valid voting rights held by non-connected Shareholders present at the Shareholders' meeting.

VI. The Company shall promptly disclose the time and quantity of the acquired Underlying Shares within two trading days from the date on which the Underlying Shares are transferred into the Employee Stock Ownership Plan.

VII. Other procedures required to be performed in accordance with the provisions of the CSRC and the Shanghai Stock Exchange.

CHAPTER 11 OTHER IMPORTANT MATTERS

I. The consideration and approval of the Employee Stock Ownership Plan by the Board and the general meeting of the Shareholders of the Company does not imply that a Holder enjoys the right to continue to serve in the Company, and does not constitute a commitment by the Company to the period of employment of the employee. The labor relationship and employment relationship between the Company and a Holder shall still be governed by the labor contract or employment agreement entered into between the Company and the Holder.

II. Matters such as the financial and accounting treatment and taxation of the Company's implementation of the Employee Stock Ownership Plan shall be carried out in accordance with the provisions of the relevant financial system, accounting standards, and taxation system, and the relevant taxes and fees to be paid by employees as a result of their participation in the Employee Stock Ownership Plan shall be borne by the employees themselves.

III. There is no arrangement under the Employee Stock Ownership Plan for third parties to provide rewards, subsidies, catch-all payments, or other arrangements for employees to participate in the Employee Stock Ownership Plan.

IV. Where the relevant provisions of the Employee Stock Ownership Plan conflict with the provisions of applicable laws, administrative regulations, rules, and normative documents, the provisions of applicable laws, administrative regulations, rules, and normative documents shall apply. Where matters are not explicitly provided for in the Employee Stock Ownership Plan, the provisions of applicable laws, administrative regulations, rules, and normative documents shall apply. If the Employee Stock Ownership Plan conflicts with applicable laws, administrative regulations, rules, and normative documents promulgated and implemented in the future, the provisions of applicable laws, administrative regulations, rules, and normative documents promulgated and implemented in the future shall prevail.

V. The Employee Stock Ownership Plan shall become effective after being considered and approved by the general meeting of the Shareholders of the Company.

VI. The authority to interpret the Employee Stock Ownership Plan belongs to the Board of the Company.

Board of Directors of WuXi AppTec Co., Ltd.
August 3, 2026

The following is the full text of the Administrative Measures of the A Share Employee Stock Ownership Plan for the purpose of incorporation in this circular. In case of any discrepancies between the Chinese and English versions of the Administrative Measures of the A Share Employee Stock Ownership Plan, the Chinese version shall prevail.

CHAPTER 1 GENERAL PROVISIONS

Article 1 In order to govern the implementation of the 2026 A Share Employee Stock Ownership Plan (the "**Plan**" or the "**Employee Stock Ownership Plan**") of WuXi AppTec Co., Ltd.* (無錫藥明康德新藥開發股份有限公司) (hereinafter referred to as "**WuXi AppTec**" or the "**Company**"), the Administrative Measures of 2026 A Share Employee Stock Ownership Plan of WuXi AppTec Co., Ltd. (the "**Measures**") are hereby formulated in accordance with the provisions of the Company Law of the People's Republic of China (the "**Company Law**"), the Securities Law of the People's Republic of China (the "**Securities Law**"), Guiding Opinions on the Pilot Implementation of Employee Stock Ownership Plan by Listed Companies of the China Securities Regulatory Commission (the "**Guiding Opinions**"), the Shanghai Stock Exchange Self-Regulatory Supervision Guidelines for Listed Companies No. 1 — Standardized Operation (the "**Self-Regulatory Supervision Guidelines**"), and other relevant laws, administrative regulations, rules, regulatory documents, and the Articles of Association of WuXi AppTec Co., Ltd. (the "**Articles of Association**").

CHAPTER 2 FORMULATION OF THE EMPLOYEE STOCK OWNERSHIP PLAN

Article 2 Basic Principles Governing the Employee Stock Ownership Plan

(I) Principle of compliance with laws and regulations

The Company will implement the Employee Stock Ownership Plan in strict compliance with the procedures stipulated by laws and administrative regulations, and perform information disclosure truthfully, accurately, completely, and in a timely manner. No one shall make use of the Employee Stock Ownership Plan to engage in insider trading, manipulation of the securities market, or other securities fraud.

(II) Principle of voluntary participation

The Employee Stock Ownership Plan follows the principle of voluntary participation by employees, and there is no circumstance of compelling employees to participate by way of apportionment, forced distribution, or other means.

(III) Principle of self-assumption of risks

Holders of the Employee Stock Ownership Plan shall be responsible for their own profits and losses at their own risks, and have equal rights and interests with other investors.

Article 3 Implementation Procedures of the Employee Stock Ownership Plan

(I) The Employee Stock Ownership Plan shall be considered and approved by the Board. When the Board reviews the Employee Stock Ownership Plan, directors who have an interest in the plan shall abstain from voting. The Company shall promptly announce the Board resolution and the summary of the draft plan, and disclose the full text of the Employee Stock Ownership Plan (draft) and the opinion of the Board's Remuneration and Appraisal Committee on the website of the Shanghai Stock Exchange.

(II) The Board's Remuneration and Appraisal Committee shall express its opinion on whether the Employee Stock Ownership Plan is conducive to the sustainable development of the Company, whether it is detrimental to the interests of the Company and all Shareholders, and whether there are any situations where employees are forced to participate in the Employee Stock Ownership Plan by means such as allocation or forced distribution.

(III) The Company shall engage a law firm to issue legal opinions as to whether the Employee Stock Ownership Plan and related matters are lawful and compliant, whether the necessary decision-making and approval procedures have been followed, and whether the information disclosure obligations have been performed in accordance with laws, regulations and the relevant requirements of the Shanghai Stock Exchange. The legal opinions shall be announced prior to the convening of the general meeting for the consideration of the Employee Stock Ownership Plan.

(IV) The Company shall fully solicit employee opinions on the Employee Stock Ownership Plan proposed by the Board through lawful and compliant procedures, and disclose the solicitation results and relevant resolutions in time.

(V) The general meeting shall adopt a combination of on-site voting and online voting for the voting process. The Employee Stock Ownership Plan may be implemented upon approval by more than half of the valid voting rights held by non-connected Shareholders present at the Shareholders' meeting.

(VI) The Company shall promptly disclose the time and quantity of the acquired Underlying Shares within two trading days from the date on which the Underlying Shares are transferred into the Employee Stock Ownership Plan.

(VII) Other procedures required to be performed in accordance with the provisions of the China Securities Regulatory Commission and the Shanghai Stock Exchange.

Article 4 Participants and Criteria for Determination of Participation in the Employee Stock Ownership Plan

(I) Basis for Determination of Participants of the Employee Stock Ownership Plan

The Company determines the list of Participants of the Employee Stock Ownership Plan in accordance with the relevant provisions of laws, administrative regulations, rules, normative documents such as the Company Law, the Securities Law, the Guiding Opinions, the Self-disciplinary Supervisory Guidelines, and the Articles of Association, together with actual circumstances. All Participants must be employed by the Company (including its wholly-owned or holding subsidiaries, the same hereinafter in this paragraph) and be employees who have entered into formal employment contracts with the Company (excluding labor dispatch, third-party employment relationships, etc.).

(II) Criteria for Determination of Participants of the Employee Stock Ownership Plan

The Participants of the Employee Stock Ownership Plan are the management personnel and core technical personnel of the Company (including its wholly-owned or holding subsidiaries), with the total number of Participants not exceeding 4,000. The Participants of the Employee Stock Ownership Plan do not include directors, senior management, and other related parties of the Company.

Eligible employees shall participate in the Employee Stock Ownership Plan on a legal, compliant, and voluntary basis at their own risks.

(III) Verification of Participants of the Employee Stock Ownership Plan

The legal counsel engaged by the Company will express clear opinions on whether the qualifications and other circumstances of the Participants comply with relevant provisions of laws, administrative regulations, rules, normative documents, and the Articles of Association.

Article 5 Source of Funds, Source of Shares, Purchase Price and Scale of the Employee Stock Ownership Plan

(I) Source of Funds for the Employee Stock Ownership Plan

The source of funds for the Employee Stock Ownership Plan shall be the long-term incentive fund accrued by the Company, being the special incentive fund accrued by the Company in accordance with relevant remuneration management provisions, representing an aggregate amount of not more than RMB1,000,002,891.48.

(II) Source of Shares for the Employee Stock Ownership Plan

The source of shares for the Employee Stock Ownership Plan shall be the A shares of the Company repurchased in the Company's designated repurchase account.

On June 9, 2026, the Company convened the third meeting of the fourth session of the Board, considering and approving the "Resolution on the Repurchase of A Shares of the Company through Centralized Bidding Trading in 2026" (《關於2026年以集中競價交易方式回購公司A股股份的議案》), agreeing to use internal funds to repurchase A shares of the Company through centralized bidding trading for the purpose of the Employee Stock Ownership Plan. The total amount of funds for this repurchase was RMB1.0 billion, and the repurchase price did not exceed RMB156.95 per share (inclusive). On June 25, 2026, the Company completed the implementation of this share repurchase plan, having cumulatively repurchased 9,701,231 A shares through centralized bidding trading, with the highest repurchase price being RMB118.48 per share, the lowest repurchase price being RMB95.11 per share, the average repurchase price being RMB103.08 per share, and the total funds utilized being RMB1,000,008,218.79 (excluding transaction expenses).

(III) Purchase Price of the Employee Stock Ownership Plan

The purchase price of the Employee Stock Ownership Plan to acquire A shares of the Company repurchased in the Company's designated securities repurchase account shall be RMB103.08 per share, being the average price of the shares repurchased in the Company's designated repurchase account, and shall be no less than the higher of the following prices:

1. 50% of the average trading price of the Shares of the Company for the last trading day preceding the date of announcement of the Draft Plan (total trading amount/total trading volume on the preceding trading day), being RMB64.27 per Share;

2. 50% of the average trading price of the Shares of the Company for the last 20 trading days preceding the date of announcement of the Draft Plan (total trading amount for the last 20 trading days/total trading volume traded on the last 20 trading days), being RMB62.34 per Share;

3. 50% of the average trading price of the Shares of the Company for the last 60 trading days preceding the date of announcement of the Draft Plan (total trading amount for the last 60 trading days/total trading volume traded on the last 60 trading days), being RMB57.14 per Share;

4. 50% of the average trading price of the Shares of the Company for the last 120 trading days preceding the date of announcement of the Draft Plan (total trading amount for the last 120 trading days/total trading volume traded on the last 120 trading days), being RMB53.94 per Share.

During the period from the date of announcement of the Draft Plan to the completion of the transfer of the Underlying Shares under the Employee Stock Ownership Plan to the name of the Employee Stock Ownership Plan, in the event of any capitalization of capital reserve, bonus issue, share subdivision, share consolidation, or other events of the Company, the Board of the Company may determine whether to make corresponding adjustments to the purchase price from the date of ex-rights or ex-dividend of the share price. If the Board of the Company decides to adjust the purchase price, the adjustment methods are as follows:

1. Capitalization of capital reserve, bonus issue, share subdivision

$$P = P0 \div (1+n)$$

Where: P0 represents the purchase price before adjustment; n represents the ratio per share of capitalization of capital reserve, bonus issue, or share subdivision; P represents the purchase price after adjustment.

2. Share consolidation

$$P = P0 \div n$$

Where: P0 represents the purchase price before adjustment; n represents the ratio of share consolidation; P represents the purchase price after adjustment.

The purchase price for the Employee Stock Ownership Plan to acquire the repurchased shares of the Company is based on the following considerations:

1. It combines the operating status of the Company with the purpose of strengthening the team building of management personnel and core technical personnel of the Company, forming an effective and feasible scheme that matches the actual situation of the Company on the basis of complying with relevant policies, laws and regulations;

2. While determining the purchase price, the Employee Stock Ownership Plan has established corresponding appraisal system for the Company and individual performance evaluations, which is conducive to the long-term service of management personnel and core technical personnel and promotes the sustainable development of the Company;

3. The Employee Stock Ownership Plan is intended to improve the corporate governance mechanism, enhance the overall value of the Company, and ensure the deep binding of management personnel and core technical personnel of the Company with the long-term growth value of the Company.

The purchase price of the Employee Stock Ownership Plan aligns with the actual incentive needs of the Company and can further stimulate the initiative and creativity of the Company's management personnel and core technical personnel, promote the continuous and stable development of the Company's performance, does not impair the interests of the Company and minority Shareholders, and is reasonable and scientific.

(IV) Scale of the Employee Stock Ownership Plan

The Employee Stock Ownership Plan shall involve an aggregate of not more than 9,701,231 shares, representing an aggregate of not more than 0.33% of the total share capital of the Company as at the date of the announcement of the Draft Plan. The Employee Stock Ownership Plan shall be divided into "units", with each unit being RMB1, and the maximum cap of units under the Employee Stock Ownership Plan shall be 1,000,002,891.48 units.

The Employee Stock Ownership Plan complies with the requirements on the shareholding scale of the Company and individual employees under regulatory provisions such as the Guiding Opinions on the Pilot Implementation of Employee Stock Ownership Plan by Listed Companies of the China Securities Regulatory Commission: the total number of shares held by all valid Employee Stock Ownership Plan of the Company shall not exceed 10% of the total share capital of the Company in aggregate, and the number of shares corresponding to the shareholding rights and interests obtained by an individual employee shall not exceed 1% of the total share capital of the

Company in aggregate. The total number of shares held by the Employee Stock Ownership Plan does not include the shares obtained by employees prior to the initial public offering and listing of the Company's shares, the shares purchased by employees themselves through the secondary market, and the shares obtained through equity incentives. If the requirements on the scale of the Employee Stock Ownership Plan under relevant laws, administrative regulations, rules and normative documents change, the scale of the Employee Stock Ownership Plan shall be adjusted accordingly in accordance with the requirements of the revised laws, administrative regulations, rules and normative documents.

(V) Accounting Treatment of the Employee Stock Ownership Plan

In accordance with the provisions of Enterprise Accounting Standard No. 11 — Share-based Payment (《企業會計準則第11號 — 股份支付》), equity-settled share-based payments in exchange for employee services that can only be exercised upon completion of services during the vesting period or upon satisfaction of specified performance conditions shall, at each balance sheet date during the vesting period, recognise the services received during the current period in the relevant costs or expenses and capital reserve based on the fair value of the equity instruments at the grant date and the best estimate of the number of equity instruments expected to become exercisable.

The expenses of the Employee Stock Ownership Plan will be amortized during the Lock-up Period in accordance with the provisions of relevant accounting standards and accounting systems, and recognized in relevant expenses, with a corresponding increase in capital reserve. The actual expenses required to be amortized will be determined based on the circumstances after the completion of the transfer of the Underlying Shares under the Employee Stock Ownership Plan. The Company will promptly fulfill its information disclosure obligations in accordance with the regulations of the Shanghai Stock Exchange.

Article 6 Duration Period and Lock-Up Period of the Employee Stock Ownership Plan

(I) Duration Period of the Employee Stock Ownership Plan

1. The Duration Period of the Employee Stock Ownership Plan shall be 60 months, commencing from the date on which the Company announces the transfer of the last tranche of Underlying Shares to the name of the Employee Stock Ownership Plan. When the Duration Period expires and is not further extended, the Employee Stock Ownership Plan shall terminate automatically.

2. Within 1 month prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, or where the Underlying Shares held under the Employee Stock Ownership Plan cannot be fully sold before the expiration of the Duration Period due to circumstances such as suspension of trading of the Company's shares or a relatively short window period, with the consent of a majority of more than 50% (exclusive) of the units held by all Holders participating in the voting and upon submission to and approval by the Board of the Company, the Duration Period of the Employee Stock Ownership Plan may be extended.

3. After the expiration of the Lock-up Period and prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, when the assets of the Employee Stock Ownership Plan are all monetary assets, the Employee Stock Ownership Plan may be terminated in advance.

4. The Company shall disclose an indicative announcement six months prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, stating the number of Underlying Shares held by the expiring Employee Stock Ownership Plan and its proportion to the total share capital of the Company.

(II) Lock-up Period of the Employee Stock Ownership Plan

The Lock-up Periods of the Underlying Shares obtained under the Employee Stock Ownership Plan shall be 12 months, 24 months, 36 months, and 48 months respectively, commencing from the date on which the Company announces the transfer of the last tranche of Underlying Shares to the name of the Employee Stock Ownership Plan. Upon expiration of the respective Lock-up Periods, the Employee Stock Ownership Plan shall be unlocked in four phases, and the proportion of Underlying Shares unlocked in each phase shall be 25%, 25%, 25%, and 25% respectively.

During each Lock-up Period, the corresponding units and corresponding shares under the Employee Stock Ownership Plan shall not be traded, including but not limited to being transferred, mortgaged/pledged, or used to provide loans or guarantees, etc. During each Lock-up Period, the shares derived from the Underlying Shares obtained under the Employee Stock Ownership Plan due to events of the Company such as bonus issue or capitalization of capital reserve shall also comply with the above share lock-up and unlocking arrangements.

The principle for setting the Lock-up Period under the Employee Stock Ownership Plan is the equivalence of incentives and restraints. On the basis of compliance with laws and regulations, the setting of the Lock-up Period can produce corresponding restraints on employees while fully motivating them, thereby more effectively unifying the interests of Holders, the Company, and the Shareholders of the Company, achieving the purpose of the Employee Stock Ownership Plan, and promoting the further development of the Company.

The Employee Stock Ownership Plan will strictly abide by market trading rules, comply with the relevant regulations of the China Securities Regulatory Commission, the Shanghai Stock Exchange, and The Stock Exchange of Hong Kong Limited regarding the prohibition of buying or selling shares during sensitive information periods, and shall not deal in the Company's shares during sensitive information periods.

In the event of changes in relevant laws, administrative regulations, rules, and normative documents in the future, the new requirements shall prevail.

CHAPTER 3 MANAGEMENT OF THE EMPLOYEE STOCK OWNERSHIP PLAN

Article 7 Management Model of the Employee Stock Ownership Plan

The Employee Stock Ownership Plan adopts a self-management model after being established. The internal entity with the highest management authority of the Employee Stock Ownership Plan is the Holders' Meeting. The Holders' Meeting elects the Management Committee, and authorizes the Management Committee as the daily management institution of the Employee Stock Ownership Plan to exercise Shareholders' rights on behalf of the Holders, so as to effectively safeguard the legitimate rights and interests of the Holders of the Employee Stock Ownership Plan.

Article 8 Holders' Meeting of the Employee Stock Ownership Plan

The Participants of the Employee Stock Ownership Plan shall become Holders of the Employee Stock Ownership Plan upon confirming their held units of the Employee Stock Ownership Plan. The Holders' Meeting is the internal entity with the highest management authority of the Employee Stock Ownership Plan.

(I) Functions and Powers of the Holders' Meeting

1. Electing and removing members of the Management Committee;

2. Considering the alteration, termination, extension of the Duration Period, and early termination of the Employee Stock Ownership Plan, unless otherwise agreed in the Employee Stock Ownership Plan;

3. Authorizing the Management Committee to carry out the daily management of the Employee Stock Ownership Plan;

4. Authorizing the Management Committee to amend the Administrative Measures;

5. Authorizing the Management Committee to exercise the asset management duties of the Employee Stock Ownership Plan, including but not limited to being responsible for managing the assets (including cash assets) of the Employee Stock Ownership Plan, and selling the Company's shares according to the unlocking status upon expiration of each Lock-up Period, etc.;

6. Authorizing the Management Committee to dispose of the Holders' rights and interests in accordance with relevant provisions of the Employee Stock Ownership Plan (Draft), including changes in Holders' units, disqualification of Holders, as well as the disposal of units held by disqualified Holders, unit clawback, and corresponding proceeds distribution arrangements, etc.;

7. Authorizing the Management Committee to exercise the Shareholders' rights;

8. Authorizing the Management Committee to determine whether the Employee Stock Ownership Plan participates in financing and the specific participation plan when the Company raises funds by way of rights issue, issuance of additional shares, convertible corporate bonds, etc. during the Duration Period of the Employee Stock Ownership Plan;

9. Other matters stipulated by laws and regulations or deemed necessary by the Management Committee to be submitted to the Holders' Meeting for consideration;

10. Other functions and powers that may be exercised by the Holders' Meeting of the Employee Stock Ownership Plan as stipulated by the Employee Stock Ownership Plan, relevant laws, regulations, and normative documents.

Where the exercise of the above functions and powers is required to be considered and approved by the Board and the general meeting in accordance with relevant laws, regulations, normative documents and the provisions of the Draft Plan, the relevant matters shall be submitted to the Board and the general meeting for consideration after being considered and approved by the Holders' Meeting.

(II) Convening and Holding Procedures of the Holders' Meeting

The first Holders' Meeting shall be convened and chaired by the head of the Human Resources Department of the Company or a person designated thereby. Subsequent Holders' Meetings shall be convened by the Management Committee and chaired by the chairperson of the Management Committee. Where the chairperson of the Management Committee is unable to perform his/her duties, he/she shall designate a member of the Management Committee to preside over the meeting.

To convene a Holders' Meeting, the meeting convenor shall give notice of the meeting to all Holders at least 3 days in advance by hand, mail, electronic communication, e-mail, or other means. The notice of meeting shall include at least the following particulars:

1. Time and venue of the meeting;

2. Purpose and agenda of the meeting;

3. Meeting materials necessary for the meeting;

4. Date on which the notification is made.

In case of emergency, the meeting convenor may give verbal notice to convene a Holders' Meeting at any time, and the above notice period provisions shall no longer apply. The verbal notice shall include at least items 1 and 2 above, as well as an explanation that a Holders' Meeting needs to be convened as soon as possible due to the urgent situation.

Holders' Meetings may be held on-site, by teleconference, video conference, communication voting, online voting, or by other means. Holders may attend and vote at the Holders' Meeting in person, or appoint a proxy in writing to attend and vote on their behalf. Holders and their proxies shall bear their own travel, accommodation, and food expenses for attending the Holders' Meeting.

(III) Voting Procedures at Holders' Meetings

1. After each proposal has been fully reviewed by the Holders, the Holders shall be called upon to vote in accordance with the voting method and within the voting timeline specified in the notice of the meeting. Valid voting methods include on-site written voting, written voting by communication (including mail, fax, etc.), or online voting.

2. Holders shall exercise their voting rights in accordance with the units of the Employee Stock Ownership Plan held by them, with each unit of the Employee Stock Ownership Plan carrying one vote. Voting at Holders' Meetings shall be taken by registered ballot.

3. The voting intentions of Holders are divided into "in favor" and "against". Holders present at the meeting shall choose one of the above intentions. Where a Holder fails to make a choice or chooses both intentions simultaneously, the vote of such Holder shall not be counted. If a Holder votes after the counting of voting results is completed or after the expiration of the prescribed voting timeline, his/her voting situation shall not be counted, and his/her voting units shall not be included in the total units held by Holders participating in the voting.

4. A proposal shall be deemed to have been passed if it is voted in favor by a majority of more than 50% (exclusive) of the units held by all Holders participating in the voting, constituting a valid resolution of the Holders' Meeting.

5. Matters considered at Holders' Meetings that are required to be submitted to the Board and the general meeting of the Shareholders of the Company for consideration shall be submitted to the Board and the general meeting of the Shareholders of the Company for consideration in accordance with relevant regulations and the Articles of Association.

6. Holders who individually or collectively hold more than 30% of the units of the Employee Stock Ownership Plan may submit ad hoc proposals to the Holders' Meeting. Ad hoc proposals must be submitted to the meeting convenor 3 days prior to the convening of the Holders' Meeting. The meeting convenor shall issue a supplementary notice of meeting after receiving the ad hoc proposal and before the Holders' Meeting is held, except where the content of the ad hoc proposal violates laws, administrative regulations, or falls outside the scope of functions and powers of the Holders' Meeting.

Article 9 Management Committee of the Employee Stock Ownership Plan

A Management Committee shall be established under the Employee Stock Ownership Plan, which is the daily management institution of the Employee Stock Ownership Plan, responsible to the Employee Stock Ownership Plan, and exercises the Shareholders' rights on behalf of the Holders.

(I) Selection and Appointment Procedures of the Management Committee

The Management Committee consists of 3 members and shall have 1 chairperson of the Management Committee. Members of the Management Committee are elected by the Holders' Meeting. The chairperson of the Management Committee shall be elected by the Management Committee by a majority of all members. The term of office of members of the Management Committee shall be the Duration Period of the Employee Stock Ownership Plan.

(II) Obligations of Members of the Management Committee

Members of the Management Committee shall comply with the provisions of laws, administrative regulations, and the Administrative Measures, and shall owe the following fiduciary duties to the Employee Stock Ownership Plan:

1. They shall not use their office to accept bribes or other illegal income, and shall not misappropriate the property of the Employee Stock Ownership Plan;

2. They shall not misappropriate funds of the Employee Stock Ownership Plan;

3. Without the consent of the Holders' Meeting, they shall not deposit the assets or funds of the Employee Stock Ownership Plan in an account opened in their personal name or in the name of another individual;

4. Without the consent of the Holders' Meeting, they shall not lend funds of the Employee Stock Ownership Plan to others, nor provide guarantees for others with property of the Employee Stock Ownership Plan;

5. They shall not abuse their authority to prejudice the interests of the Employee Stock Ownership Plan;

6. They shall not disclose trade secrets in relation to the Employee Stock Ownership Plan without authorization.

Where a member of the Management Committee breaches the above duties of performance, the Holders' Meeting shall have the right to remove him/her from the position; where losses are caused to the Employee Stock Ownership Plan, he/she shall also bear liability for compensation.

(III) Duties Exercised by the Management Committee

1. Responsible for convening Holders' Meetings;

2. Carrying out daily management of the Employee Stock Ownership Plan on behalf of all Holders;

3. Amending the Administrative Measures;

4. Responsible for managing the account assets of the Employee Stock Ownership Plan;

5. Exercising the Shareholders' rights in respect of the Company's shares held by the Employee Stock Ownership Plan on behalf of all Holders (including but not limited to the rights to participate in the Company's cash dividends, bonus issues, capitalization of capital reserve, rights issues, and placement of bonds, etc.);

6. Handling all matters in relation to the lock-up and unlocking of shares purchased by the Employee Stock Ownership Plan;

7. Managing the allocation of rights and interests of the Employee Stock Ownership Plan, and upon expiration of each Lock-up Period of the Employee Stock Ownership Plan, deciding or designating personnel to be responsible for the sale, distribution, and other related matters of the Underlying Shares according to the unlocking status;

8. Disposing of Holders' rights and interests in accordance with relevant provisions of the Employee Stock Ownership Plan (Draft), including changes in Holders' units, disqualification of Holders, as well as the disposal of units held by disqualified Holders, unit clawback, and corresponding proceeds distribution arrangements, etc.;

9. Determining whether the Employee Stock Ownership Plan participates in financing and the specific participation plan when the Company raises funds by way of rights issue, issuance of additional shares, convertible corporate bonds, etc. during the Duration Period of the Employee Stock Ownership Plan;

10. Managing the register of Holders, and handling the registration, succession registration, etc. of units under the Employee Stock Ownership Plan;

11. Other duties authorized by the Holders' Meeting;

12. Other duties to be performed by the Management Committee as agreed in the Employee Stock Ownership Plan, relevant laws, regulations, and normative documents.

(IV) Powers and Functions of the Chairperson of the Management Committee

1. Presiding over Holders' Meetings and convening and presiding over meetings of the Management Committee;

2. Supervising and checking the execution of resolutions of Holders' Meetings and meetings of the Management Committee;

3. Other powers and functions delegated by the Management Committee.

Where the chairperson of the Management Committee fails or is unable to perform his/her powers and functions, a member shall be elected by other members of the Management Committee to perform the duties of the chairperson.

(V) Convening Procedures of the Management Committee

Meetings of the Management Committee shall be convened on an ad hoc basis. Such meetings shall be convened by the chairperson of the Management Committee, with notice given to all members of the Management Committee 3 days prior to the meeting. Where all members of the Management Committee unanimously agree on the voting matters, the meeting may be held and voted on by way of communication. The notice of meeting shall include the following contents:

1. Date and venue of the meeting;

2. Purpose and agenda of the meeting;

3. Meeting materials necessary for the meeting;

4. Date on which the notification is made.

The above notice period may be waived with the consent of each member of the Management Committee. In case of emergency where an emergency meeting of the Management Committee needs to be convened as soon as possible, the notice of meeting may be issued at any time by telephone or other verbal means, provided that the convenor shall make an explanation at the meeting.

(VI) Meeting and Voting Procedures of the Management Committee

1. A meeting of the Management Committee may be held only with the presence of a majority of the members of the Management Committee;

2. Resolutions made by the Management Committee must be passed by a majority of all members of the Management Committee;

3. Voting on resolutions of the Management Committee shall be conducted on a one-person, one-vote basis;

4. Voting on resolutions of the Management Committee shall be taken by registered ballot. On the premise of ensuring that members of the Management Committee fully express their opinions, meetings of the Management Committee may be conducted and resolutions may be made by way of communication or other means, and signed by the participating members of the Management Committee;

5. Meetings of the Management Committee shall be attended by the members of the Management Committee in person. Where a member of the Management Committee is unable to attend for any reason, he/she may appoint another member of the Management Committee in writing to attend on his/her behalf. The power of attorney shall state the proxy's name, proxy matters, scope of authorization, and validity period, and shall be signed or sealed by the principal. A member of the Management Committee attending the meeting on behalf of another shall exercise the powers of a member of the Management Committee within the scope of authorization. A member of the Management Committee who fails to attend a meeting of the Management Committee and fails to appoint a representative to attend shall be deemed to have waived his/her voting right at that meeting;

6. The Management Committee shall form resolutions on the decisions of matters discussed at the meeting, and members of the Management Committee shall sign on the meeting resolutions.

Article 10 Specific Matters Authorized by the General Meeting of the Shareholders of the Company to the Board

In order to ensure the implementation of the Employee Stock Ownership Plan, after the Employee Stock Ownership Plan is considered and approved by the general meeting of the Shareholders, the general meeting of the Shareholders authorizes the Board with full authority to handle matters pertaining to the Employee Stock Ownership Plan, including but not limited to the following matters:

(I) Authorizing the Board to handle all necessary matters for the establishment and implementation of the Employee Stock Ownership Plan, including but not limited to applying to the Shanghai Stock Exchange, applying to the Shanghai Branch of China Securities Depository and Clearing Corporation Limited for relevant registration and clearing business, signing contracts or agreement documents related to the Employee Stock Ownership Plan, etc.;

(II) Authorizing the Board to be responsible for amending the Employee Stock Ownership Plan;

(III) Authorizing the Board to decide on the alteration and termination of the Employee Stock Ownership Plan, including but not limited to matters agreed in the Draft Plan such as source of shares, source of funds, management model, as well as addition of the Holders, basis for determination of the Holders, standard quantity of units subscribed by the Holders, early termination of the Employee Stock Ownership Plan, etc.;

(IV) Authorizing the Board to decide on the extension of the Duration Period and early termination of the Employee Stock Ownership Plan;

(V) Authorizing the Board to consider the resolutions passed and submitted by the Holders' Meeting of the Employee Stock Ownership Plan;

(VI) After the Employee Stock Ownership Plan is considered and approved by the general meeting of the Shareholders, if relevant laws, regulations, and policies change within the implementation period, authorizing the Board of the Company to make corresponding adjustments to the Employee Stock Ownership Plan in accordance with the new policies;

(VII) Authorizing the Board to interpret the Draft Plan;

(VIII) Authorizing the Board to handle all matters in relation to the lock-up and unlocking of shares held by the Employee Stock Ownership Plan;

(IX) Authorizing the Board to delegate the Management Committee to handle all matters relating to the lock-up, release from lock-up, and the sale and distribution of the shares of the Employee Stock Ownership Plan upon release from lock-up;

(X) Authorizing the Board to approve and handle related matters in relation to the repurchase and cancellation of shares held by the Employee Stock Ownership Plan;

(XI) Within the scope permitted by laws, administrative regulations, rules, normative documents, and the Articles of Association, handling other matters related to the Employee Stock Ownership Plan, except for rights that are explicitly required by relevant documents to be exercised by the general meeting of the Shareholders.

The above authorization shall be valid from the date on which the Employee Stock Ownership Plan is considered and approved by the general meeting of the Shareholders of the Company to the date on which the implementation of the Employee Stock Ownership Plan is completed.

Article 11 Rights and Obligations of the Company and the Holders of the Employee Stock Ownership Plan

(I) Rights and Obligations of the Company

1. Rights of the Company

(1) to supervise the operation of the Employee Stock Ownership Plan and safeguard the interests of the Holders;

(2) to dispose of the rights and interests of the Holders in accordance with the relevant provisions of the Employee Stock Ownership Plan;

(3) to withhold and remit the relevant taxes and fees payable by the Employee Stock Ownership Plan in accordance with the provisions of national tax laws and regulations;

(4) other rights provided by laws, administrative regulations, rules, regulatory documents or the Employee Stock Ownership Plan.

2. Obligations of the Company

(1) to fulfill its information disclosure obligations relating to the Employee Stock Ownership Plan in a true, accurate, complete and timely manner;

(2) to open and close securities accounts, funds accounts and other relevant accounts for the Employee Stock Ownership Plan in accordance with applicable laws and regulations;

(3) other obligations provided by laws, administrative regulations, rules, regulatory documents or the Employee Stock Ownership Plan.

(II) Rights and Obligations of the Holders

1. Rights of the Holders

(1) to attend the Holders' meeting in person or appoint a proxy to attend and exercise the corresponding voting rights;

(2) to enjoy the benefits of the Employee Stock Ownership Plan based on the units held in the Employee Stock Ownership Plan in accordance with the provisions of this draft plan;

(3) the Holders waive the voting rights in respect of the underlying shares indirectly held through their participation in the Employee Stock Ownership Plan, and authorize the Management Committee to exercise, on behalf of all Holders, the Shareholders' rights in respect of the Company's shares held by the Employee Stock Ownership Plan;

(4) to supervise the administration of the Employee Stock Ownership Plan and to make suggestions or raise inquiries;

(5) other rights provided by laws, administrative regulations, rules, regulatory documents or the Employee Stock Ownership Plan.

2. Obligations of the Holders

(1) to comply with laws, administrative regulations, rules, regulatory documents and the relevant provisions of the Employee Stock Ownership Plan;

(2) to bear the investment risks in accordance with the Employee Stock Ownership Plan units held by them;

(3) to comply with the resolutions of the Holders' meeting and the Administrative Measures;

(4) unless otherwise specified by laws, administrative regulations, rules or regulatory documents, or approved by the Management Committee, the Employee Stock Ownership Plan units held by the Holders shall not be withdrawn, transferred, or used for mortgage, pledge, guarantee, repayment of debts or any other similar disposal without authorization;

(5) not to request the distribution of the Employee Stock Ownership Plan assets during the lock-up period;

(6) the Holders shall bear on their own account any corresponding taxes and fees payable under national and other relevant laws and regulations in connection with their participation in the Employee Stock Ownership Plan (if any);

(7) to waive the voting rights in respect of the Company's shares indirectly held through their participation in the Employee Stock Ownership Plan;

(8) other obligations provided by laws, administrative regulations, rules, regulatory documents or the Employee Stock Ownership Plan.

Article 12 Method of Participation of the Employee Stock Ownership Plan in the Company's Financing

During the Duration Period of the Employee Stock Ownership Plan, when the Company raises funds by means of rights issue, additional issuance, convertible bonds or other methods, the Management Committee shall decide whether to participate in such financing and the solution for the required funds.

CHAPTER 4 ASSET COMPOSITION, VESTING OF RIGHTS AND INTERESTS, ALLOCATION AND DISPOSAL MEASURES OF THE EMPLOYEE STOCK OWNERSHIP PLAN

Article 13 Asset Composition of the Employee Stock Ownership Plan

(I) Rights and interests corresponding to the Company's shares: rights and interests corresponding to the Underlying Shares held by the Employee Stock Ownership Plan.

(II) Other assets such as cash deposits and accrued bank interest.

(III) Assets resulting from other investments of the Employee Stock Ownership Plan.

The assets of the Employee Stock Ownership Plan shall be independent of the inherent property of the Company and the personal assets of the members of the Management Committee. The Company and the members of the Management Committee shall not misappropriate or encroach upon the assets of the Employee Stock Ownership Plan, or commingle the assets of the Employee Stock Ownership Plan with the assets of the Company or the personal assets of the members of the Management Committee in any other form. The property and revenues acquired as a result of the management, utilization, or other circumstances of the Employee Stock Ownership Plan shall be attributed to the assets of the Employee Stock Ownership Plan.

Article 14 Vesting of Rights and Interests of the Employee Stock Ownership Plan

The vesting of the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares is subject to the Company's 2026 performance appraisal, with specific requirements as follows: (1) if the Company's revenue reaches RMB53.0 billion or above in 2026, 100% of the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares may be vested; (2) if the Company's revenue reaches RMB51.3 billion or above but does not reach RMB53.0 billion in 2026, 60% of the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares may be vested; and (3) if the Company's revenue does not reach RMB51.3 billion in 2026, the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares shall not be vested. The above units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares that cannot be vested shall be clawed back by the Management Committee without consideration, and may be handled as follows: (1) repurchased and cancelled by the Company at RMB0 in accordance with the requirements of relevant laws and regulations; or (2) disposed in accordance with the requirements of the then latest laws and regulations.

Prior to the determination of the vesting appraisal, the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares shall be held by the Employee Stock Ownership Plan, and after the vesting appraisal is determined, the units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares shall be vested to the Holders based on the fulfillment of performance targets of the Company. Subsequent to the vesting of the units under the Employee Stock Ownership Plan and their corresponding Underlying Shares, they must still fulfill the Lock-up Period and unlocking time points of the Employee Stock Ownership Plan before they can be traded.

For the vested units under the Employee Stock Ownership Plan and their corresponding Underlying Shares held by a Holder, the final units eligible for unlocking shall be determined at each unlocking time point based on the individual performance appraisal result for the preceding year, that is, the actual unlocked units of the Holder for the current period = planned unlocked units of the Holder for the current period × individual performance appraisal result coefficient. Where the individual performance appraisal result is grade B- (or its equivalent appraisal result) or above, the individual performance appraisal result coefficient shall be 100%; where the individual performance appraisal result is below grade B-, the individual performance appraisal result coefficient shall be 0. The above units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares that cannot be unlocked shall be clawed back by the Management Committee without consideration, and may be handled as follows: (1) repurchased and cancelled by the Company at RMB0 in accordance with the requirements of relevant laws and regulations; or (2) disposed in accordance with the requirements of the then latest laws and regulations.

Article 15 Disposal Measures of Shares upon Expiration of the Duration Period of the Employee Stock Ownership Plan

(I) After the expiration of the Lock-up Period and prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, when all Underlying Shares held by the Employee Stock Ownership Plan are fully sold (when the assets held by the Employee Stock Ownership Plan are all monetary assets), the Employee Stock Ownership Plan may be terminated in advance.

(II) Within 1 month prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, or where the Underlying Shares held under the Employee Stock Ownership Plan cannot be fully sold before the expiration of the Duration Period due to circumstances such as suspension of trading of the Company's shares or a relatively short window period, with the consent of a majority of more than 50% (exclusive) of the

units held by all the Holders participating in the voting and upon submission to and approval by the Board of the Company, the Duration Period of the Employee Stock Ownership Plan may be extended.

(III) Upon expiration of the Duration Period of the Employee Stock Ownership Plan, if the Underlying Shares held by the Employee Stock Ownership Plan have still not been fully sold, the specific disposal measures shall be determined by the Management Committee.

Article 16 Arrangements for Possession, Use, Revenue and Disposal Rights of the Holders over Share Interests Obtained through the Employee Stock Ownership Plan

(I) the Holders of the Employee Stock Ownership Plan shall be entitled to shareholders' rights attached to the Underlying Shares held by the Employee Stock Ownership Plan in proportion to the units actually held by them as agreed in the Draft Plan, including but not limited to dividend rights, rights issue rights, capitalization of capital reserve, etc.

(II) During the Duration Period of the Employee Stock Ownership Plan, unless otherwise provided by laws, administrative regulations, rules, and normative documents, or with the consent of the Management Committee, the units of the Employee Stock Ownership Plan held by the Holders shall not be unilaterally withdrawn from, transferred, or used for mortgage, pledge, guarantee, debt repayment, or subjected to other similar disposals.

(III) During the Lock-up Period of the Employee Stock Ownership Plan, the Holders shall not request the distribution of rights and interests of the Employee Stock Ownership Plan.

(IV) During the Lock-up Period of the Employee Stock Ownership Plan, in the event of capitalization of capital reserve, bonus issue, rights issue, convertible bonds, etc. of the Company, the new shares obtained under the Employee Stock Ownership Plan as a result of holding the Company's shares shall be locked up together, and shall not be sold in the secondary market or transferred by other means, and the lock-up period of such shares shall be the same as that of the corresponding shares.

Upon the expiry of each lock-up period and based on the release from lock-up, the Management Committee shall decide or designate persons to sell, as soon as practicable and in the fastest feasible time on the premise of compliance with laws and regulations, the Company's shares corresponding to the units of the Employee Stock Ownership Plan that have been released from lock-up, and, after deducting the relevant taxes and fees and any payables of the Employee Stock Ownership Plan (if any) in accordance with law, distribute the proceeds to the Holders in proportion to their respective holdings of units in the Employee Stock Ownership Plan. If there are remaining unallocated Underlying Shares, the disposal method shall be determined by the Management Committee prior to the expiration of the Duration Period of the Employee Stock Ownership Plan.

(V) During the Duration Period of the Employee Stock Ownership Plan, when the Company declares dividends, the unvested units of the Employee Stock Ownership Plan shall not be entitled to the cash dividends of the Company's shares corresponding to such units, and the Company shall handle such dividends in accordance with the principle of compliance with laws and regulations; for the vested units of the Employee Stock Ownership Plan that have not yet been released from lock-up, the holders of such units shall not be entitled to the cash dividends of the corresponding Company's shares, and the Company shall handle such dividends in accordance with the principle of compliance with laws and regulations; the cash dividends of the Company's shares corresponding to the units of the Employee Stock Ownership Plan that have been released from lock-up shall, after deducting the relevant taxes and fees and any payables of the Employee Stock Ownership Plan (if any) in accordance with law, be distributed by the Management Committee or the persons designated by it to the holders of such units in proportion to their respective holdings of units in the Employee Stock Ownership Plan.

(VI) During the Duration Period of the Employee Stock Ownership Plan, when the Company raises funds by way of rights issue, issuance of additional shares, convertible bonds, etc., the Management Committee shall decide whether to participate in the financing and the specific participation plan.

(VII) Upon expiration of the Duration Period or early termination of the Employee Stock Ownership Plan, the Management Committee shall complete liquidation within 30 working days from the date of expiration or termination in accordance with the authorization of the Holders' Meeting, and distribute the assets in proportion to the units of the Employee Stock Ownership Plan held by the Holders.

(VIII) In the event of other unspecified matters, the disposal method of the units of the Employee Stock Ownership Plan held by the Holders shall be determined by the Management Committee.

Article 17 Disposal Measures of Share Interests Held when Circumstances Such as Departure, Retirement, Death, or Other Circumstances Rendering a Holder No Longer Suitable to Participate in the Employee Stock Ownership Plan Occur

(I) In the event of any of the following circumstances, the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the unvested units, as well as the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares, shall lapse and become invalid:

1. Where the Holder is incompetent for his/her job;

2. Where the Holder violates laws, breaches professional ethics, or leaks confidential information of the Company;

3. Where the Holder commits dereliction of duty, malfeasance, or seriously violates the Company's policies;

4. Where damage is caused to the interests or reputation of the Company;

5. Where the Company terminates the labor contract or employment agreement with the Holder for any of the above reasons.

(II) Where a Holder no longer meets the eligibility criteria for Participants contracted in the Draft Plan, or becomes a person prohibited from continuing to participate in the Employee Stock Ownership Plan under relevant laws, administrative regulations, rules, and normative documents, the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the unvested units, as well as the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares, shall lapse and become invalid.

(III) In the event of any of the following circumstances, the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the unvested units, as well as the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares, shall lapse and become invalid:

1. Where the Holder departs due to resignation, redundancy, or the expiration or termination of the labor contract or employment agreement;

2. Where the Holder retires normally in accordance with national regulations;

3. Where the Holder is declared bankrupt or insolvent, or reaches any composition agreement with his/her creditors;

4. Where the Holder is unable to devote all of his/her time and energy exclusively to the Company's business, or fails to perform duties diligently for the business and interests of the Company during the subsistence of the employment relationship;

5. Where the Holder breaches the provisions of his/her labor contract or employment agreement entered into with the Company or any obligations to the Company, failing to perform duties diligently toward the Company.

(IV) Where a Holder terminates his/her employment relationship with the Company due to loss of labor capacity resulting from work injury, the unvested units of the Employee Stock Ownership Plan held by the Holder and the corresponding underlying shares shall lapse and become void, and the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares, shall remain valid, and the requirement for individual performance appraisal may be waived.

(V) In the event of death of a Holder, it shall be handled as follows:

1. Where the Holder's job grade is director level or above, the Holders' unvested units under the Employee Stock Ownership Plan and their corresponding Underlying Shares shall lapse and become invalid, and the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares may be exempted from individual performance appraisal requirements and unlocked immediately. The unlocking date shall be the date of death or the nearest trading day, and upon unlocking, the Company shall sell them as soon as practicable and distribute the proceeds.

2. Where the Holder's job grade is below director level (excluding director) and the Holder passes away due to work injury, the Holders' unvested units under the Employee Stock Ownership Plan and their corresponding Underlying Shares shall lapse and become invalid, and the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares may be exempted from individual performance appraisal requirements and unlocked immediately. The unlocking date shall be the date of death or the nearest trading day, and upon unlocking, the Company shall sell them as soon as practicable and distribute the proceeds.

3. Where the Holder's job grade is below director level (excluding director) and the Holder passes away not due to work injury, the unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares shall remain unchanged, and the unvested units, as well as the vested but unlocked units under the Employee Stock Ownership Plan held by the Holder and their corresponding Underlying Shares, shall lapse and become invalid.

(VI) The above units held under the Employee Stock Ownership Plan and their corresponding Underlying Shares that lapse and become invalid shall be clawed back by the Management Committee without consideration, and may be handled as follows: (1) repurchased and cancelled by the Company at RMB0 in accordance with the requirements of relevant laws and regulations; or (2) handled in accordance with the requirements of the then latest laws and regulations.

(VII) Other circumstances not specified herein shall be identified by the Management Committee, and its disposal measures shall be determined thereby.

CHAPTER 5 ALTERATION AND TERMINATION OF THE EMPLOYEE STOCK OWNERSHIP PLAN

Article 18 Alteration of the Employee Stock Ownership Plan

(I) Within 1 month prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, or where the Underlying Shares held under the Employee Stock Ownership Plan cannot be fully sold before the expiration of the Duration Period due to circumstances such as suspension of trading of the Company's shares or a relatively short window period, with the consent of a majority of more than 50% (exclusive) of the

units held by all the Holders participating in the voting and upon submission to and approval by the Board of the Company, the Duration Period of the Employee Stock Ownership Plan may be extended.

(II) Except for the above circumstances of extension of the Duration Period, during the Duration Period of the Employee Stock Ownership Plan, any alteration to the Employee Stock Ownership Plan shall be subject to the consent of a majority of more than 50% (exclusive) of the units held by all the Holders participating in the voting, and shall be submitted to the Board of the Company for consideration and approval before implementation.

Article 19 Termination of the Employee Stock Ownership Plan

(I) The Employee Stock Ownership Plan shall terminate automatically upon expiration of its Duration Period.

(II) After the expiration of the Lock-up Period and prior to the expiration of the Duration Period of the Employee Stock Ownership Plan, when all Underlying Shares held by the Employee Stock Ownership Plan are fully sold (when the assets held by the Employee Stock Ownership Plan are all monetary assets), the Employee Stock Ownership Plan may be terminated in advance.

(III) Except for the above circumstances of automatic termination and early termination, during the Duration Period, any termination of the Employee Stock Ownership Plan shall be subject to the consent of a majority of more than 50% (exclusive) of the units held by all the Holders participating in the voting and shall be submitted to and approved by the Board of the Company.

CHAPTER 6 SUPPLEMENTARY PROVISIONS

Article 20 The consideration and approval of the Employee Stock Ownership Plan by the Board and the general meeting of the Shareholders of the Company does not imply that a Holder enjoys the right to continue to serve in the Company, and does not constitute a commitment by the Company to the period of employment of the employee. The labor relationship and employment relationship between the Company and a Holder shall still be governed by the labor contract or employment agreement entered into between the Company and the Holder.

Article 21 Where the relevant provisions of the Employee Stock Ownership Plan conflict with the provisions of applicable laws, administrative regulations, rules, and normative documents, the provisions of applicable laws, administrative regulations, rules, and normative documents shall apply. Where matters are not explicitly provided for in the Employee Stock Ownership Plan, the provisions of applicable laws, administrative regulations, rules, and normative documents shall apply. If the Employee Stock Ownership Plan conflicts with applicable laws, administrative regulations, rules, and normative documents promulgated and implemented in the future, the provisions of applicable laws, administrative regulations, rules, and normative documents promulgated and implemented in the future shall prevail.

Article 22 The Employee Stock Ownership Plan shall become effective after being considered and approved by the general meeting of the Shareholders of the Company.

Article 23 The authority to interpret the Employee Stock Ownership Plan belongs to the Board of the Company.

Board of Directors of WuXi AppTec Co., Ltd.
August 3, 2026

The Company proposes to amend the Articles of Association as follows:

Original Articles	Amended Articles
Article 1 To protect the legal rights and interests of the Company, shareholders, employees and creditors, and regulate the organization and behavior of WuXi AppTec Co., Ltd. (hereinafter referred to as "**the Company**"), these Articles of Association are formulated in accordance with the Company Law of the People's Republic of China (hereinafter referred to as "**the Company Law**"), the Securities Law of the People's Republic of China (hereinafter referred to as "**the Securities Law**"), Trial Measures for the Administration of Overseas Securities Offering and Listing by Domestic Enterprises, the Guidelines for the Articles of Association of Listed Companies, the Rules Governing the Listing of Stocks on Shanghai Stock Exchange (hereinafter referred to as "**Listing Rules of SSE**"), the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (hereinafter referred to as "**Hong Kong Listing Rules**") and other relevant regulations.	**Article 1** To protect the legal rights and interests of the Company, shareholders, employees and creditors, and regulate the organization and behavior of WuXi AppTec Co., Ltd. (hereinafter referred to as "**the Company**"), these Articles of Association are formulated in accordance with the Company Law of the People's Republic of China (hereinafter referred to as "**the Company Law**"), the Securities Law of the People's Republic of China (hereinafter referred to as "**the Securities Law**"), Trial Measures for the Administration of Overseas Securities Offering and Listing by Domestic Enterprises, the Guidelines for the Articles of Association of Listed Companies, the Rules Governing the Listing of Stocks on Shanghai Stock Exchange (hereinafter referred to as "**Listing Rules of SSE**"), the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (hereinafter referred to as "**Hong Kong Listing Rules**"), the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the "**Securities and Futures Ordinance**"), the Securities and Futures (Uncertificated Securities Market) Rules (Chapter 571AS of the Laws of Hong Kong) (the "**Uncertificated Securities Market Rules**") and other relevant regulations.

<table>
<tr><th>Original Articles</th><th>Amended Articles</th></tr>
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Article 30 All the H-shares with paid-up share capital may be freely transferred in accordance with the Articles of Association; but unless the following conditions are met, the Board may refuse to admit any transfer document without stating any reason:

(I) any transfer document and other documents that are relevant with the ownership of H-shares or will influence the ownership of H-shares must be registered. A fee for the registration must be paid to the Company according to a charge standard specified in Hong Kong Listing Rules. The fee shall not exceed the maximum rate specified in Hong Kong Listing Rules;

(II) the instrument of transfer involves H-shares only;

(III) the stamp duty payable by the laws of Hong Kong on the instrument of transfer has been paid;

(IV) the relevant share certificates and evidence reasonably required by the Board and proving that the transferer has the right to transfer shares shall be provided;

(V) if the shares are to be transferred to joint shareholders, the number of jointly registered shareholders shall not exceed four;

(VI) the Company does not have any lien over the shares.

If the Board refuses to register share transfer, the Company shall issue a notice of refusal of share transfer to the transferer and transferees within two months from the official filing date of transfer application.
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Article 30 All the H-shares with paid-up share capital may be freely transferred in accordance with the Articles of Association; <s>but</s> <u>for H-shares in uncertificated form, the Board may refuse such transfers (i) if the specified request is not sent in accordance with the operating rules of the approved securities registrar or an instrument of transfer is lodged; (ii) the Company having initiated its dematerialization and the dematerialization fee payable in respect of the dematerialization remains unpaid; (iii) the transferor, transferee or transmittee (as applicable) of H-share is not a system-member of the Uncertificated Securities Registration and Transfer System operated by the Company’s approved securities registrar; or (iv) where the H-share is in certificated form, if a dematerialization request in respect of the H-share (or any other H-share covered by the same certificate) has not been received, or has been refused, under the applicable rules; and for H-shares in certificated form,</u> unless the following conditions are met, the Board may refuse to admit any transfer document without stating any reason:

(I) any transfer document and other documents that are relevant with the ownership of H-shares or will influence the ownership of H-shares must be registered. A fee for the registration must be paid to the Company <s>according to a charge standard specified in Hong Kong Listing Rules. The</s> <u>or the Company’s approved securities registrar, provided that such fee</u> shall not exceed the maximum <s>rate specified in Hong Kong Listing Rules</s> <u>fee prescribed by the Hong Kong Stock Exchange from time to time or as may be prescribed by the Code of Conduct for Approved Securities Registrars, or any other applicable rules or code</u>;

(II) the instrument of transfer involves H-shares only;
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Original Articles	Amended Articles
	(III) the stamp duty payable by the laws of Hong Kong on the instrument of transfer has been paid; (IV) the relevant share certificates and evidence reasonably required by the Board and proving that the transferer has the right to transfer shares shall be provided; (V) if the shares are to be transferred to joint shareholders, the number of jointly registered shareholders shall not exceed four; (VI) the Company does not have any lien over the shares. If the Board refuses to register share transfer, the Company shall issue a notice of refusal of share transfer to the transferer and transferees within two months from the official filing date of transfer application.
Article 31 All the transfers of H-shares shall adopt written transfer instruments in a general or ordinary format or any other format accepted by the Board (including standard transfer format or ownership transfer form specified by HKEX from time to time); such transfer instruments may only adopt manual signing or be affixed with a valid seal of the Company (if the transferer or transferee is a company). If the transferer or transferee is a recognized clearing house defined in relevant regulations that are validated from time to time in accordance with Hong Kong law (hereinafter referred to as "**recognized clearing house**") or its agent, the transfer instruments may be signed in form of manual signing or machine printing.	**Article 31** All the transfers of H-shares, if in certificated form, shall adopt written transfer instruments in a general or ordinary format or any other format accepted by the Board (including standard transfer format or ownership transfer form specified by HKEX from time to time); such transfer instruments may only adopt manual signing or be affixed with a valid seal of the Company (if the transferer or transferee is a company). If the transferer or transferee is a recognized clearing house defined in relevant regulations that are validated from time to time in accordance with Hong Kong law (hereinafter referred to as "**recognized clearing house**") or its agent, the transfer instruments may be signed in form of manual signing, ~~or~~ machine printing, or completed by electronic means in compliance with applicable requirements.

Original Articles	Amended Articles
All the transfer instruments shall be kept at the legal address of the Company or an address designated by the Board from time to time.	All the transfer instruments in respect of H-shares held in certificated form shall be kept at the legal address of the Company or an address designated by the Board from time to time. In respect of H-shares held in uncertificated form, transfers shall be effected by authenticated dematerialized message sent in accordance with the operating rules of the Company's approved securities registrar and the Uncertificated Securities Market Rules; no physical instrument of transfer is required. If there are any subsequent changes in the relevant laws and regulations relating to certificated securities, including the uncertificated securities market, the latest applicable laws and regulations shall prevail. In addition, with effect from (and including) the day on which H-shares in the Company become participating securities (the "**Participation Date**"), H-shares held in certificated form must first be dematerialized before any transfer can be made in accordance with the procedure set out above.

Original Articles	Amended Articles
Article 36 The share certificates of the Company adopt a registered form, and it shall be in paper form or in other forms prescribed by the securities regulatory authority of the State Council. The share certificates of the Company shall state the information required by the Company Law and the stock exchange where the stocks of the Company are listed. If the share capital of the Company includes shares without voting right, words "without voting right" shall be added to the name of these shares. If share capital includes shares attached with different voting rights, words "with restricted voting right" or "with limited voting right" must be added to each class of the shares (except the shares attached with the most preferential voting right). The H-shares issued by the Company may adopt the form of overseas depository receipt or other derivative forms of stocks in accordance with Hong Kong law, the requirements of HKEX and the common practice of securities registration and depository.	**Article 36** The share certificates of the Company adopt a registered form, and ~~it shall~~ can be in paper form, uncertificated form or in other forms prescribed by the securities regulatory authority of the State Council. The share certificates of the Company shall state the information required by the Company Law and the stock exchange where the stocks of the Company are listed. If the share capital of the Company includes shares without voting right, words "without voting right" shall be added to the name of these shares. If share capital includes shares attached with different voting rights, words "with restricted voting right" or "with limited voting right" must be added to each class of the shares (except the shares attached with the most preferential voting right). The H-shares issued by the Company may adopt the form of overseas depository receipt or other derivative forms of stocks in accordance with Hong Kong law, the requirements of HKEX and the common practice of securities registration and depository.

Original Articles	Amended Articles
	With effect from (and including) the Participation Date, no new share certificate will be issued in respect of any such H-shares. For the avoidance of doubt, this applies (without limitation) in the following circumstances: (I) following any issue, allotment, transfer, transmission, consolidation or subdivision of H-shares in the Company, if the issue, allotment, transfer, transmission, consolidation or subdivision is registered in the register of members on or after the Participation Date; or (II) where, for whatever reason, the holder of an H-share requests to replace an existing share certificate for the H-share, and the replacement share certificate is not issued before the Participation Date. Nothing in the above affects the validity of any share certificate issued by the Company in respect of an H-share prior to the Participation Date, and not cancelled.

Original Articles	Amended Articles
Article 38 The Company shall prepare a register of shareholders based on vouchers provided by securities registries, which registers the following information according to the relevant rules of the place where the stocks of the Company are listed (if applicable): (I) name, address (domicile), occupation or nature of every shareholder; (II) class and number of shares held by each shareholder; (III) paid or payable amount of shares held by each shareholder; (IV) reference number of shares held by each shareholder; (V) shareholder registration date of each shareholder; (VI) shareholder termination date of each shareholder. Register of shareholders is sufficient evidence proving a shareholder holds shares of the Company. Under the precondition of abiding by the Articles of Association and other applicable provisions, once shares of the Company are transferred, the name of the transferee of the shares will be included into the register of shareholders as the holder of the shares. The transfer or assignment of stocks must be registered in the domestic or foreign stock ownership transfer registry authorized by the Company, and shall be recorded in the register of shareholders.	**Article 38** The Company shall prepare a register of shareholders based on certificates and/or uncertificated records provided by the Company's approved securities registrar, or vouchers provided by securities registries, which registers the following information according to the relevant rules of the place where the stocks of the Company are listed (if applicable): (I) name, address (domicile), occupation or nature of every shareholder; (II) class and number of shares held by each shareholder; (III) paid or payable amount of shares held by each shareholder; (IV) reference number of shares held by each shareholder; (V) shareholder registration date of each shareholder; (VI) shareholder termination date of each shareholder. Register of shareholders is sufficient evidence proving a shareholder holds shares of the Company. Under the precondition of abiding by the Articles of Association and other applicable provisions, once shares of the Company are transferred, the name of the transferee of the shares will be included into the register of shareholders as the holder of the shares. The transfer or assignment of stocks must be registered in the domestic or foreign stock ownership transfer registry authorized by the Company, and shall be recorded in the register of shareholders.

Original Articles	Amended Articles
Article 39 The Company may, based on the understanding or agreement reached between the securities regulatory authority of the State Council and overseas securities regulatory authority, store the register of shareholders of overseas listed shares of the Company abroad, and authorize an overseas agency to manage it. The original of the register of shareholders of H-shares shall be kept in Hong Kong for the inspection of shareholders. The register of shareholders may be closed according to the relevant provisions under the Hong Kong Companies Ordinance. The Company shall keep the duplicate of the register of shareholders of overseas listed shares in the domicile of the Company; the authorized overseas agency shall guarantee the consistence between the original and duplicate of the register of shareholders of overseas listed shares all the time. In case of inconsistence, the original shall prevail.	**Article 39** The Company may, based on the understanding or agreement reached between the securities regulatory authority of the State Council and overseas securities regulatory authority, store the register of shareholders of overseas listed shares of the Company abroad, and authorize an overseas agency to manage it. The original of the register of shareholders of H-shares shall be kept in Hong Kong for the inspection of shareholders. The register of shareholders may be closed according to the relevant provisions under the Hong Kong Companies Ordinance. The Company shall keep the duplicate of the register of shareholders of overseas listed shares in the domicile of the Company; the authorized overseas agency shall guarantee the consistence between the original and duplicate of the register of shareholders of overseas listed shares all the time. In case of inconsistence, the original shall prevail.

Original Articles	Amended Articles
	The Company may, in accordance with the applicable regulatory rules and in connection with H-shares, issue share certificates in physical form and/or adopt uncertificated issuance and trading arrangements. Every person whose name is entered as a shareholder of H-shares in the register of shareholders shall be entitled to hold their shares in uncertificated form through the uncertificated securities registration and transfer system, the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited (the "**Central Clearing and Settlement System**"), or any other system approved under the Securities and Futures Ordinance and the Uncertificated Securities Market Rules in compliance with the Hong Kong Listing Rules and other relevant regulations. Notwithstanding the foregoing, with effect from (and including) the Participation Date, any H-shares subsequently issued or allotted by the Company shall be issued in uncertificated form only, and no share certificate shall be issued in respect of such H-shares. Where any H-share is issued in uncertificated form, or is dematerialized, the H-share will be recorded in the register of members as being in uncertificated form. Entries in the register of members in respect of H-shares that are participating securities shall have such evidential value and other effect as provided in the USM Rules. Changes to any entry in the register relating to the holder of such H-share shall be notified to the holder in accordance with the USM Rules and the Code of Conduct for Approved Securities Registrars. The Company shall comply with all applicable laws and regulations to facilitate the holding, transfer, and registration of its H-shares in uncertificated form, including electronic processes for corporate actions, as required by the uncertificated securities market regime. Share certificates shall specify such matters as required under applicable regulatory requirements.

Original Articles	Amended Articles
Article 41 Where a shareholder of overseas listed shares loses stocks and applies for reissuance, the matter may be handled in accordance with the laws and regulations of the place where the original of the register of shareholders of overseas listed shares is stored, the rules of the stock exchange, or other relevant regulations.	**Article 41** ~~Where a shareholder of overseas listed shares loses stocks and applies for reissuance, the matter may be handled in accordance with the laws and regulations of the place where the original of the register of shareholders of overseas listed shares is stored, the rules of the stock exchange, or other relevant regulations.~~ In the event that any shareholder recorded in the register of shareholders of H-shares, or any person who requests the Company to enter his/her/its name in the register of shareholders of H-shares, raises an objection to or identifies any error in the electronic registration record of the H Shares registered in his/her/its name where such H Shares are in uncertificated form, such shareholder or person may apply to the Company and the approved securities registrar appointed by the Company for rectification of the registration record; where such H-shares are in certificated form and the relevant share certificate has been lost, such shareholder or person may apply to the Company for the issuance of a replacement new share certificate in respect of such shares. Any application by a holder of overseas listed shares for rectification of the registration record in respect of uncertificated securities, or for the issuance of a replacement new share certificate in respect of lost certificated securities, may be dealt with in accordance with the laws, the rules of the stock exchange, the relevant regulatory rules governing the uncertificated securities market, and other applicable regulations of the place where the original register of shareholders of overseas listed shares is maintained. Provided that, in respect of H-shares that are participating securities, no replacement share certificate shall be issued, and any such H-shares covered by a share certificate that is defaced, damaged, lost or destroyed may instead be dematerialized in accordance with the applicable rules of the securities regulatory authorities of the place where the H-shares of the Company are listed.

Original Articles	Amended Articles
Article 44 The shareholders of ordinary shares of the Company shall have the following rights: (I) to receive dividends and profit distributions in any other form in proportion to the shares they hold; (II) to lawfully require holding, convene, preside over or attend general meetings either in person or by proxy and exercise the corresponding voting right; (III) to supervise, present suggestions on or make inquiries about the operations of the Company; (IV) to transfer, gift or pledge their shares in accordance with the laws, administrative regulations, departmental rules, normative documents and the listing rules of the stock exchange in the place where the stocks of the Company are listed, and the Articles of Association; (V) to inspect the Articles of Association, register of shareholders, minutes of general meetings, resolutions of Board meetings, and financial and accounting reports; (VI) in the event of the termination or liquidation of the Company, to participate in the distribution of the remaining property of the Company in proportion to the shares held by them; (VII) to require the Company to buy their shares in the event of their objection to resolutions of the general meeting concerning merger or division of the Company; (VIII) to enjoy other rights stipulated by the laws, administrative regulations, departmental rules, normative documents and the listing rules of the stock exchange in the place where the stocks of the Company are listed or the Articles of Association.	**Article 44** The shareholders of ordinary shares of the Company shall have the following rights: (I) to receive dividends and profit distributions in any other form in proportion to the shares they hold; (II) to lawfully require holding, convene, preside over or attend general meetings either in person <u>or by electronic means</u> or by proxy and exercise the corresponding voting right; (III) to supervise, present suggestions on or make inquiries about the operations of the Company; (IV) to transfer, gift or pledge their shares in accordance with the laws, administrative regulations, departmental rules, normative documents and the listing rules of the stock exchange in the place where the stocks of the Company are listed, and the Articles of Association; (V) to inspect the Articles of Association, register of shareholders, minutes of general meetings, resolutions of Board meetings, and financial and accounting reports; (VI) in the event of the termination or liquidation of the Company, to participate in the distribution of the remaining property of the Company in proportion to the shares held by them; (VII) to require the Company to buy their shares in the event of their objection to resolutions of the general meeting concerning merger or division of the Company; (VIII) to enjoy other rights stipulated by the laws, administrative regulations, departmental rules, normative documents and the listing rules of the stock exchange in the place where the stocks of the Company are listed or the Articles of Association.

Original Articles	Amended Articles
Where any person directly or indirectly owning rights and interests does discloses his/her rights and interests to the Company, the Company shall not therefore exercise any power to freeze or impair in other ways any rights attached to the shares held by the person.	Where any person directly or indirectly owning rights and interests does discloses his/her/its rights and interests to the Company, the Company shall not therefore exercise any power to freeze or impair in other ways any rights attached to the shares held by the person.
Article 73 When the Company is to convene an annual general meeting, it shall send written notice twenty workdays prior to the date of the general meeting; when the Company is to convene an extraordinary general meeting, it shall send written notice ten workdays or fifteen days (whichever is longer) prior to the date of the general meeting. Such notice shall specify the matters to be considered and the date and place of the meeting. The aforesaid "twenty workdays", "ten workdays" or "fifteen days" period counted by the Company shall not include the day on which the meeting is convened and the day on which the notice is issued.	**Article 73** When the Company is to convene an annual general meeting, it shall send written notice twenty workdays prior to the date of the general meeting; when the Company is to convene an extraordinary general meeting, it shall send written notice ten workdays or fifteen days (whichever is longer) prior to the date of the general meeting. Such notice shall be given in the prescribed manners, including, but not limited to, by post, electronic communication, announcement, and shall specify the matters to be considered and the date and place of the meeting. The aforesaid "twenty workdays", "ten workdays" or "fifteen days" period counted by the Company shall not include the day on which the meeting is convened and the day on which the notice is issued.
Article 79 An individual shareholder attending a general meeting in person shall present his/her identity card or other valid identity certificates; a proxy attending a general meeting on behalf of an individual shareholder shall present his/her identity card and power of attorney of the shareholder. For a corporate shareholder, its legal representative or a proxy appointed thereby shall attend the meeting. The legal representative attending the meeting shall present his/her identity card or valid certificate bearing evidence of his/her qualifications as legal representative; a proxy attending the meeting on behalf of the legal representative shall present his/her identity card and the written power of attorney lawfully issued by the legal representative of the corporate shareholder.	**Article 79** An individual shareholder attending a general meeting in person or by electronic means shall present his/her identity card or other valid identity certificates; a proxy attending a general meeting on behalf of an individual shareholder shall present his/her identity card and power of attorney of the shareholder. For a corporate shareholder, its legal representative or a proxy appointed thereby shall attend the meeting. The legal representative attending the meeting shall present his/her identity card or valid certificate bearing evidence of his/her qualifications as legal representative; a proxy attending the meeting on behalf of the legal representative shall present his/her identity card and the written power of attorney lawfully issued by the legal representative of the corporate shareholder.

Original Articles	Amended Articles
Article 80 A shareholder shall authorize a proxy in a written form. The power of attorney issued by a shareholder to appoint a proxy to attend a general meeting shall specify: (I) the name of the principal and the class and number of the Company's shares held by him/her/it; (II) the name of the proxy; (III) the specific instructions from the shareholder, including directive to vote for or against or abstain from voting on each and every matter under consideration included in the agenda of the general meeting; (IV) the date of issue and validity period of the power of attorney; (V) signature (or seal) of the principal. If the principal is a corporate shareholder, the corporate seal shall be affixed.	**Article 80** A shareholder shall authorize a proxy in a written form or by electronic means. The power of attorney issued by a shareholder to appoint a proxy to attend a general meeting shall specify: (I) the name of the principal and the class and number of the Company's shares held by him/her/it; (II) the name of the proxy; (III) the specific instructions from the shareholder, including directive to vote for or against or abstain from voting on each and every matter under consideration included in the agenda of the general meeting; (IV) the date of issue and validity period of the power of attorney; (V) where, applicable, signature (or seal) of the principal. If the principal is a corporate shareholder, the corporate seal shall be affixed.

Original Articles	Amended Articles
Article 194 The Company's financial reports shall be made available for shareholders' inspection at the Company twenty days before the date of every shareholder' annual general meeting. Each shareholder shall be entitled to obtain a copy of the financial reports referred to in this Chapter. Unless otherwise provided in the Articles of Association, the Company shall deliver to each shareholder of H-shares in person, or by prepaid mail or by other means permitted by HKEX at the address registered in the register of shareholders such financial and accounting reports, together with copies of the Board report and the balance sheet (including each document required to be attached to the balance sheet as provided by law), the income statement or the statement of revenues and expenditures or the summary report on finance, not later than twenty one days before the date of every annual general meeting of the shareholders.	**Article 194** The Company's financial reports shall be made available for shareholders' inspection at the Company twenty days before the date of every shareholder' annual general meeting. Each shareholder shall be entitled to obtain a copy of the financial reports referred to in this Chapter. Unless otherwise provided in the Articles of Association, the Company shall deliver to each shareholder of H-shares in person, or by prepaid mail<u>, or by electronic communication,</u> or by other means permitted by HKEX at the address registered in the register of shareholders such financial and accounting reports, together with copies of the Board report and the balance sheet (including each document required to be attached to the balance sheet as provided by law), the income statement or the statement of revenues and expenditures or the summary report on finance, not later than twenty one days before the date of every annual general meeting of the shareholders.

Original Articles	Amended Articles
Article 220 If the notice of the Company is served by personal delivery, the recipient shall affix signature (or seal) to the Return on Service and the signing date shall be the date of service; if the notice of the Company is served by post, the fifth day after handover to the post office shall be the date of service; if the notice of the Company is served by announcement, the date of first announcement shall be the date of service; if the notice of the Company is sent by fax, the sending date shall be the date of service.	**Article 220** If the notice of the Company is served by personal delivery, the recipient shall affix signature (or seal) to the Return on Service and the signing date shall be the date of service; if the notice of the Company is served by post, the fifth day after handover to the post office shall be the date of service; if the notice of the Company is served by announcement, the date of first announcement shall be the date of service; if the notice of the Company is sent by fax, the sending date shall be the date of service. Even if a shareholder of H-shares elects from time to time to receive any notice or document by electronic means, such shareholder may at any time request that the Company send him/her a printed copy of any notice or document to which he/she is entitled as a shareholder, in addition to the electronic copy. In connection with the H-shares, to the extent permitted by applicable law, and unless otherwise restricted or prohibited by the Hong Kong Listing Rules, the Company shall: (I) accept instructions issued electronically by shareholders and security holders (including, but not limited to, dividend election instructions, payment election instructions, responses to "corporate communications available for electronic delivery" (as defined in the Hong Kong Listing Rules), and instructions regarding any meeting of security holders, such as intentions to attend, proxy appointments, revocations of proxies, and voting instructions), subject to reasonable authentication measures determined by the Board from time to time; (II) where the Company makes an offer to shareholders and security holders to subscribe for any new securities, it may receive payments from shareholders and security holders through any electronic means or by such other means as the Board deems appropriate; and (III) pay any amounts payable in connection with any corporate actions of the Company (including amounts paid by the Company to shareholders and security holders in connection with its corporate actions, such as the distribution of dividends and other entitlements, matters relating to rights issues, public offerings, and offers made on a preferential basis to specific classes of holders, and/or (where applicable) refunds of oversubscriptions; and payments relating to takeovers and privatizations) through any electronic means or by such other means as the Board deems appropriate.

Original Articles	Amended Articles
Article 250 Definitions (I) Controlling shareholder: refers to a shareholder who may elect a majority of directors when acting separately or consistently with others; or a shareholder who holds more than 30% of the shares externally issued by the Company when acting separately or consistently with others; or a shareholder who may exercise more than 30% of the voting rights of the Company or may control the exercising of more than 30% of the voting rights of the Company when acting separately or consistently with others; or a shareholder who factually controls the Company by other means when acting separately or consistently with others. (II) De facto controller: A natural person, legal person or unincorporated organization can effectively control the Company through investment, agreement or other arrangement. (III) Connected relations: Relations between a controlling shareholder, de facto controller, director or senior management officer of the Company and the enterprise directly or indirectly controlled by the same, which relations may give rise to a transfer of interests of the Company, provided however that there should be no related party relationship between state-controlled enterprises solely because they are under the common control of the State.	**Article 250 Definitions** (I) Controlling shareholder: refers to a shareholder who may elect a majority of directors when acting separately or consistently with others; or a shareholder who holds more than 30% of the shares externally issued by the Company when acting separately or consistently with others; or a shareholder who may exercise more than 30% of the voting rights of the Company or may control the exercising of more than 30% of the voting rights of the Company when acting separately or consistently with others; or a shareholder who factually controls the Company by other means when acting separately or consistently with others. (II) De facto controller: A natural person, legal person or unincorporated organization can effectively control the Company through investment, agreement or other arrangement. (III) Connected relations: Relations between a controlling shareholder, de facto controller, director or senior management officer of the Company and the enterprise directly or indirectly controlled by the same, which relations may give rise to a transfer of interests of the Company, provided however that there should be no related party relationship between state-controlled enterprises solely because they are under the common control of the State. <u>(IV) Uncertificated Securities Registration and Transfer System: The Uncertificated Securities Registration and Transfer System, and for the purpose of any shares or securities of the Company, refers to a computer system together with the software and other facilities, capable of evidencing and transferring title to shares and securities without the use of paper documents and facilitating supplementary and ancillary matters.</u>

Original Articles	Amended Articles
	(V) H-shares that are participating securities: As the term is defined under the Uncertificated Securities Market Rules. (VI) Approved securities registrar: As the term is defined under the Securities and Futures Ordinance. (VII) Certificated form: As the term is defined under the Securities and Futures Ordinance. (VIII) Uncertificated form: As the term is defined under the Securities and Futures Ordinance. (IX) Specified request: As the term is defined under the Uncertificated Securities Market Rules. (X) Sections 8 and 19 of the Electronic Transactions Ordinance (Chapter 553 of the Laws of Hong Kong) shall not apply to these Articles of Association to the extent that they impose obligations or requirements in addition to those already set forth in these Articles of Association.
Article 256 Where the Articles of Association conflicts with the laws and administrative regulations, the laws and administrative regulations shall prevail.	**Article 256** Where the Articles of Association conflicts with the laws and administrative regulations (including the Uncertificated Securities Market regime), the laws and administrative regulations shall prevail to the extent of conflict or inconsistency.

Apart from the above amendments, other articles of the Articles of Association shall remain unchanged.

The full text of the Proposed Amendments to the Articles of Association were prepared in the Chinese language. In the event of any discrepancy between the English translation and the Chinese version, the Chinese version shall prevail.

WUXI APPTEC CO., LTD.*
無錫藥明康德新藥開發股份有限公司

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

(Stock Code: 2359)

NOTICE OF THE EXTRAORDINARY GENERAL MEETING

Notice is hereby given that the extraordinary general meeting (the "**EGM**") of WuXi AppTec Co., Ltd.* (無錫藥明康德新藥開發股份有限公司) (the "**Company**") will be held at Sheraton Shanghai Waigaoqiao Hotel, 28 Jilong Road, Pilot Free Trade Zone, Shanghai, China on Tuesday, September 29, 2026 at 2:00 p.m. for the following purposes of considering and, if deemed appropriate, approving the following resolutions. In this notice, unless the context otherwise requires, capitalized terms and used herein shall have the same meanings as defined in the Company's circular dated August 11, 2026 (the "**Circular**").

ORDINARY RESOLUTIONS

1. To consider and approve the proposed adoption of the A Share Employee Stock Ownership Plan.

2. To consider and approve the proposed adoption of the Administrative Measures of the A Share Employee Stock Ownership Plan.

3. To consider and approve the proposal regarding the authorization to the Board to handle matters pertaining to the A Share Employee Stock Ownership Plan with full authority.

SPECIAL RESOLUTION

4. To consider and approve the Proposed Amendments to the Articles of Association.

Details of the above resolutions proposed at the EGM are contained in the Circular, which is available on the websites of the Hong Kong Stock Exchange (**www.hkexnews.hk**) and the Company (**www.wuxiapptec.com**).

By Order of the Board
WuXi AppTec Co., Ltd.*
Dr. Ge Li
Chairman

Hong Kong, August 11, 2026

As of the date of this notice, the Board comprises Dr. Ge Li, Dr. Minzhang Chen, Dr. Steve Qing Yang and Mr. Zhaohui Zhang as executive Directors, Mr. Xiaomeng Tong and Dr. Yibing Wu as non-executive Directors and Ms. Christine Shaohua Lu-Wong, Dr. Wei Yu, Dr. Xin Zhang, Ms. Zhiling Zhan and Mr. Xuesong Leng as independent non-executive Directors.

Notes:

1. All resolutions at the meeting will be taken by poll (except where the chairman decides to allow a resolution relating to a procedural or administrative matter to be voted on by a show of hands) pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**"). The results of the poll will be published on the websites of the Hong Kong Stock Exchange and the Company in accordance with the Listing Rules.

2. Any shareholder of the Company entitled to attend and vote at the meeting is entitled to appoint more than one proxy to attend and on a poll, vote instead of him. A proxy need not be a shareholder of the Company. If more than one proxy is appointed, the number of shares in respect of which each such proxy so appointed must be specified in the relevant form of proxy. Every shareholder present in person or by proxy shall be entitled to one vote for each share held by him.

3. In order to be valid, the form of proxy together with the power of attorney or other authority, if any, under which it is signed or a certified copy of that power of attorney or authority, must be deposited at the Company's H Share Registrar in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not less than 24 hours before the time appointed for the meeting or the adjourned meeting (as the case may be) (i.e. not later than 2:00 p.m. on Monday, September 28, 2026 (Hong Kong time)). Completion and return of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

4. For determining the entitlement to attend and vote at the meeting, the register of members of the Company will be closed from Thursday, September 24, 2026 to Tuesday, September 29, 2026, both dates inclusive, during which period no transfer of shares will be registered. In order to be eligible to attend and vote at the EGM, unregistered holders of shares of the Company shall ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company's H Share Registrar in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration not later than 4:30 p.m. on Wednesday, September 23, 2026. In order to be eligible to attend and vote at the meeting, the Bondholders shall exercise the conversion rights attaching to the Bonds no later than 3:00 p.m. (Dublin time) on Tuesday, August 25, 2026. H Shareholders whose names appear on the register of members of the Company on Thursday, September 24, 2026 will be entitled to attend and vote at the EGM.

5. Unless otherwise specified, references to time and dates in this notice are to Hong Kong time and dates.

6. In addition, the Company encourages the Shareholders to exercise their right to vote at the EGM by appointing the chairman of the EGM as their proxy to vote on the relevant resolutions at the EGM instead of attending the meeting in person, by completing and returning the enclosed form of proxy for use at the EGM in accordance with the instructions printed thereon.

* *For identification purpose only*