FOSUN PHARMA
复星医药

上海復星醫藥(集團)股份有限公司

Shanghai Fosun Pharmaceutical (Group) Co., Ltd.*

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

(Stock Code: 02196)

OVERSEAS REGULATORY ANNOUNCEMENT

This announcement is made pursuant to Rule 13.10B of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

The following sets out the "Announcement in Relation to the Signing of License Agreement and Investment Binding Term Sheet by Subsidiaries" published by Shanghai Fosun Pharmaceutical (Group) Co., Ltd.* (the "**Company**") on the website of the Shanghai Stock Exchange, for your reference only. The following is a translation of the abovementioned announcement solely for the purpose of providing information. Should there be any discrepancies, the Chinese version will prevail.

By order of the Board
Shanghai Fosun Pharmaceutical (Group) Co., Ltd.*
Chen Qiyu
Chairman

Shanghai, the People's Republic of China

15 March 2020

As at the date of this announcement, the executive directors of the Company are Mr. Chen Qiyu, Mr. Yao Fang and Mr. Wu Yifang; the non-executive directors of the Company are Mr. Xu Xiaoliang and Ms. Mu Haining; and the independent non-executive directors of the Company are Mr. Jiang Xian, Dr. Wong Tin Yau Kelvin, Ms. Li Ling and Mr. Tang Guliang.

* *for identification purposes only*

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Shanghai Fosun Pharmaceutical (Group) Co., Ltd.* Announcement in Relation to the Signing of License Agreement and Investment Binding Term Sheet by Subsidiaries

The board of directors (the "Board") of the Company and all members of the Board warrant that this announcement does not contain any false information, misleading statement or material omission, and severally and jointly accept full responsibility for the truthfulness, accuracy and completeness of the contents herein contained.

●Special Risk Warning:

1. Based on the requirements related to vaccine review and approval in China, vaccine candidates are subject to, among others, preclinical studies, approval for clinical trial, phase I, phase II and/or phase III of clinical trial, approval for marketing, certification/verification of manufacturing facilities (if applicable), before it can be marketed. The launch cycle for vaccine products are generally longer.

As at the date of this announcement, the prophylactic vaccine product of the Cooperation (the "Product", being a vaccine product targeting COVID-19 developed based on the mRNA technology platform of BioNTech SE ("BioNTech")), is undergoing preclinical studies in Germany. Clinical studies and related work in the Territory (i.e. the Mainland China, Hong Kong and Macau Special Administration Region and Taiwan Region, similarly hereinafter) have not commenced. As such, according to the routine clinical trials and registration process of prophylactic vaccine, the Product is not expected to be marketed in the Territory in the short term.

2. Based on experience in vaccine development, there are certain risks in preclinical studies. There are uncertainties in that the Cooperation may be terminated due to issues such as, among others, safety, efficacy and/or technical quality of the preclinical studies.

3. As at the date of this announcement, no therapeutic or prophylactic drug/vaccine developed based on an mRNA technology platform has been approved for marketing globally, as such, there are uncertainties as to, among others, whether the Product will be approved for clinical trials by the regulatory authorities in the Territory (including but not limited to NMPA, similarly hereinafter) and the time needed to obtain such approval.

4. Based on experience in vaccine development, there are certain risks in clinical trials and studies. If the Product enters the stage of clinical trial, there will be uncertainties in the progress and results of clinical trials may be affected by multiple factors including but not limited to trial protocol, subject recruitment and epidemic development, and may be terminated due to issues such as safety and/or efficacy of the clinical trials.

5. Even if approval for marketing overseas is obtained for the Product, there are uncertainties as to, among others, whether marketing in the Territory will be approved by relevant drug regulatory authorities and the time needed to obtain such approval.

6. Sales of vaccines after being marketed are also affected by various factors including but not limited to epidemic development, market environment and sales channels. There is uncertainty as to the sales of the Product in the Territory. In addition, as the Product will be produced and supplied by BioNTech pursuant to the agreement, its future sales in the Territory will also be affected by BioNTech's production and/or supply chain capacities.

7. The Product is a prophylactic vaccine. Based on the vaccination practice of this type of vaccine, its epidemic prevention effect may vary depending on the individual differences of the human body, and some recipient may have adverse reactions.

8. As at the date of this announcement, the parties have entered into a Binding Term Sheet (the "Binding Term Sheet") in respect of the Investment, however, the parties have yet to enter into a share subscription agreement. The Investment shall be subject to the share subscription agreement entered into by both parties and the terms of the agreement shall prevail. In addition, the Investment is subject to approval/filing (if applicable) by relevant Chinese authorities, including but not limited to Shanghai Municipal Development and Reform Commission and Shanghai Municipal Commission of Commerce .

9. There is a risk that the Investment will be terminated if the Cooperation is terminated before the issuance of the Target Shares.

10. If the Subscriber under the Investment fails to make the payment related to the Investment within the specified time as agreed for the reason that any of the requisite approval or filing by the Chinese governmental authority has not been obtained or completed, there will be risks that the Cooperation will be terminated.

11. The secondary market stock price is affected by, among others, the economic situation, industry changes, market fluctuations, and the operating performance of listed companies. Therefore, there are investment risks involved in the Investment.

Important Information

- Type of transaction: development and commercialization license, investment
- Summary of the transaction:

1. The Cooperation: Shanghai Fosun Pharmaceutical Industrial Development Co., Ltd.* ("Fosun Pharmaceutical Industrial") was granted an exclusive license from BioNTech to exclusive develop and commercialize the vaccine product targeting COVID-19 developed based on BioNTech's mRNA technology platform in the Territory. Pursuant to the agreement, Fosun Pharmaceutical Industrial shall pay to BioNTech the licensing fee (including upfront payment, clinical development, registration and sales milestone payments) in the aggregate amount of not exceeding

USD85 million, and pay the sales royalty at the rate of 35% of annual gross profit during the term of sales royalty.

2. The Investment: Fosun Industrial Co., Limited. ("Fosun Industrial" or the "Subscriber"), proposes to subscribe for the 1,580,777 new BioNTech ordinary shares at USD31.63 per share by way of capital contribution of USD50 million.

I. Overview

On 13 March 2020 (Eastern Time), Fosun Pharmaceutical Industrial, a controlling subsidiary of Shanghai Fosun Pharmaceutical (Group) Co., Ltd.* ("the Company") entered into the Development and License Agreement (the "License Agreement") with BioNTech, pursuant to which BioNTech granted an exclusive license to Fosun Pharmaceutical Industrial to develop and commercialize the vaccine product targeting COVID-19 developed based on its proprietary mRNA technology platform in the Territory, and Fosun Pharmaceutical Industrial shall pay to BioNTech the licensing feein the aggregate amount of not exceeding USD85 million (including upfront payment, clinical development, registration, and sales milestone payments), and pay a sales royalty of 35% of the product's annual gross profit during the term of sales royalty. Pursuant to the agreement, for the purpose of development and commercialization of the Cooperation, Fosun Pharmaceutical Industrial shall be responsible for advancing conducting the clinical trials, marketing applications and sales for the product in the Territory, marketing and bearing the corresponding costs and expenses; BioNTech shall be responsible for providing the technical materials and preclinical research data required for clinical trial applications within the Territory, cooperate with clinical trials within the Territory, and provide the Products required for the clinical trials and commercialized market sales.

On the same date, Fosun Industrial, a controlling subsidiary of the Company, entered into the Binding Term Sheet with BioNTech, pursuant to which Fosun Industrial proposed to subscribe for 1,580,777 new ordinary shares of BioNTech (the "Target Shares") at USD31.63 per share, with a total subscription amount of approximately USD50 million. The Target Shares are expected to account for approximately 0.7% of the total number of BioNTech's enlarged shares (based on the total number of foreign shares issued as of 13 March 2020 and the number of new Target Shares issued to Fosun Industrial, without taking into account other factors that may result in the change of total number of shares). As at the date of this announcement, no formal subscription agreement has been signed for this Investment; this Investment is subject to the final signing of a subscription agreement and the agreement stipulated in these agreements shall prevail.

Fosun Pharmaceutical Industrial and Fosun Industrial propose to satisfy the consideration for the Transactions (including the Cooperation and the Investment, similarly hereinafter) with its self-raised funds.

The Transactions do not constitute related party transactions or significant asset restructuring under Administrative Measures on Significant Asset Restructuring of Listed Companies (《上市公司重大資產重組管理辦法》).

The Transactions have been considered and approved at the eleventh meeting (extraordinary meeting) of the eighth session of the board of the Company, while approval at the Company's general meeting is not necessary.

II. Target Product and Technology Platform Based on

BioNTech has developed an mRNA therapeutic technology platform using lipid nanoparticles (LNP) as the delivery system. The mRNA vaccine introduces nucleic acid molecules carrying genetic information into the human body, causing the cells in the body to produce corresponding antigens, thereby inducing the body to produce neutralizing antibodies and stimulating T cell responses. The vaccine protects body from virus infection through dual mechanisms by activating humoral and cellular immunity. Unlike attenuated vaccines, mRNA vaccines do not possess infection-related risks, rendering them safer for vaccination. In addition, mRNA vaccines are produced through a cell-free in vitro transcription process, which is relatively simpler and faster than traditional vaccines, enabling a more effective response to the demand for vaccine products in case of an epidemic outbreak.

As at the date of this announcement, the Product is undergoing preclinical studies in Germany. No therapeutic or prophylactic drug/vaccine developed based on an mRNA technology platform has been approved for marketing globally.

III. Basic Information of the Parties

1. Fosun Pharmaceutical Industrial

Fosun Pharmaceutical Industrial was established in 2001, whose registered address is Flat 350, No. 25 Kang Shi Road, Kangqiao Town, Pudong New Area, Shanghai, and its legal representative is Mr. Wu Yifang. The business scope of Fosun Pharmaceutical Industrial includes industrial investment, investment in pharmaceutical industry as well as technology development, technical consulting, technology transfer, technical services in the field of biotechnology, research and development of pharmaceuticals, chemical reagents and medical devices, import and export of goods and technologies and entrusted production of pharmaceuticals (for details, please see the approval for drug registration of drug product marketing authorization holder). For items which required license according to the law, its operation shall only commence after receiving approval from relevant authorities. As at the date of this announcement, Fosun Pharmaceutical Industrial had a registered capital of RMB2,253.308 million. The Company holds 100% of its equity interest.

As audited by the Ernst & Young Hua Ming LLP Shanghai Branch, as at 31 December 2018, total assets, shareholders' equity and total liabilities of Fosun Pharmaceutical Industrial amounted to RMB11,168.58 million, RMB3,683.87 million and RMB7,484.71 million, respectively. In 2018, Fosun Pharmaceutical Industrial generated revenue and net profits of RMB20.98 million and RMB151.58 million (on a solo basis), respectively.

According to the management statements (unaudited) of Fosun Pharmaceutical Industrial, as at 30 September 2019, total assets, shareholders' equity and total liabilities of Fosun Pharmaceutical Industrial amounted to RMB12,385.57 million, RMB4,069.41 million and RMB8,316.16 million, respectively. From January to September 2019, Fosun Pharmaceutical Industrial generated revenue and net profits of RMB283.99 million and RMB269.55 million (on a solo basis), respectively.

2. Fosun Industrial

Fosun industrial is registered in Hong Kong, China, and the chairman of the Board of directors is Mr. Yao Fang. The main business scope of Fosun industrial includes foreign investment, sales and consulting services of Chinese and Western medicines,

diagnostic reagents and medical devices, as well as related import and export businesses. As at the date of this announcement, the company holds 100% equity of Fosun industrial.

According to the management report of Fosun Industrial (unaudited), as at 31 December 2018, Fosun Industrial's total assets were approximately USD2,321.89 million, shareholders' equity was approximately USD665.09 million, and total liabilities were approximately USD1,656.80 million. In 2018, Fosun Industrial realized operating income of approximately USD0.25 million and net profit of approximately USD-63.08 million (on a solo basis, in accordance with Hong Kong accounting standards).

According to the management report of Fosun Industrial (unaudited), as at 30 September 2019, Fosun Industrial's total assets were approximately USD2,260.99 million, shareholders' equity was approximately USD678.15 million, and total liabilities were approximately USD1,582.84 million. From January to September 2019, Fosun Industrial realized operating income of approximately USD1.89 million and net profit of approximately USD-21.65 million (on a solo basis, in accordance with Hong Kong accounting standards).

3. BioNTech

BioNTech was founded in 2008 and is registered in Germany. With Dr. Ugur Sahin as its chief executive officer, BioNTech is mainly focused on custom immunotherapy for the treatment of cancer, prevention and treatment of infectious and other serious diseases. BioNTech is one of the industry-leading mRNA platform-based biotechnology companies, and has established large-scale manufacturing facilities. BioNTech is listed on NASDAQ in the United States in 2019 under the ticker symbol "BNTX". As at 13 March 2020, the total number of shares issued by BioNTech was 226,779,744.

According to the financial report released by BioNTech (prepared in accordance with the International Financial Reporting Standards and audited), as at 31 December 2018, total assets, net assets and total liabilities of BioNTech amounted to EUR652.99 million, EUR267.00 million and EUR385.99 million, respectively. In 2018, BioNTech generated revenue and net profits attributable to the parent company of EUR127.58 million and EUR-48.02 million, respectively.

According to the financial report released by BioNTech (prepared in accordance with the International Financial Reporting Standards and unaudited), as at 30 September 2019, total assets, net assets and total liabilities of BioNTech amounted to EUR738.41 million, EUR416.41 million and EUR322.00 million, respectively. From January to September 2019, BioNTech generated revenue and net profits attributable to the parent company of EUR80.60 million and EUR-120.83 million, respectively.

IV. Main Content of the Transaction Agreements

(I) License Agreement

1. Licenses

BioNTech grants Fosun Pharmaceutical Industrial an exclusive license to use its technologies to develop and commercialize the vaccine product targeting COVID-19 developed based on its mRNA technology platform in the Territory.

Pursuant to the License Agreement, for the purpose of development and commercialization of this cooperation, Fosun Pharmaceutical Industrial shall be

responsible for advancing conducting the clinical trials, marketing applications and sales for the product in the Territory, marketing and bearing the corresponding costs and expenses; BioNTech shall be responsible for providing the technical materials and preclinical research data required for clinical trial applications within the Territory, cooperate with clinical trials within the Territory, and provide the Products required for the clinical trials and commercialized market sales.

Subsequently, subject to the outcome of discussions with the Regulatory Authorities in the Territory, the parties will discuss in good faith the feasibility of Product supply and investment in a manufacturing facility in the Territory. During the six (6) month period following the effective date of License Agreement, the parties shall discuss in good faith the possibilities for expanding the scope of their collaborative activities beyond the Cooperation.

2. Licensing fees (including upfront payment, development and regulatory milestones, and sales milestones)

Fosun Pharmaceutical Industrial shall pay BioNTech not exceeding USD85.0 million in license fees (including upfront payment, development and regulatory, and sales milestone) as follows:

(1) Upfront payment of USD1 million shall be settled by Fosun Pharmaceutical Industrial within 30 working days from the effective date of the License Agreement.

(2)The aggregate amount of development and registration milestone payments shall be not exceeding USD14 million:

① USD2 million shall be paid upon the Product being granted of clinical trial permit in the Territory;

② USD3 million shall be paid upon dosing of the first subject with the Product in a phase II clinical trial in the Territory;

③ USD3 million shall be paid upon dosing of the first subject with the Product in a phase III clinical trial in the Territory;

④ USD3 million shall be paid upon the filing of a drug approval application of the Product in the Territory;

⑤ USD3 million shall be paid upon launch of commercialization of the Product in the Territory.

(3) Sales milestone payment

Following the launch of the commercialization of the Product in the Territory, Fosun Pharmaceutical Industrial shall pay BioNTech not exceeding USD70 million for sales milestone based on the achievement of annual net sales of the Product.

① USD20 million shall be paid if the annual net sales of the Product in the Territory exceed USD200 million for the first time;

② USD50 million shall be paid if the annual net sales of the Product in the Territory exceed USD500 million for the first time.

3. Royalty

Fosun Pharmaceutical Industrial shall pay the royalty on sales of the Product to BioNTech at the rate of 35% of the annual gross profit during the royalty term of the License Agreement.

4. Effectiveness

The License Agreement shall become effective on the date of signing by both parties.

5. Termination

Subject to the terms and conditions of the License Agreement, the parties may terminate the License Agreement upon following conditions of which:

(1) BioNTech shall have the right to terminate the License Agreement if Fosun Industrial fails to pay to BioNTech the consideration of subscription of the Target Shares before or on 6 May 2020, for the reason that any of the requisite approval or filing by the Chinese governmental authority has not been obtained or completed.

(2) Fosun Industrial shall promptly notify BioNTech if fails to obtain any requisite Chinese government approval or filing to subscribe for the Target Shares, and BioNTech shall, within specified time, elect either:

① to discuss in good faith, and agree on any suitable amendment to the License Agreement or otherwise, for continued collaboration; or

② to terminate the License Agreement by way of giving notice in writing, and Fosun Pharmaceutical Industrial shall pay to BioNTech a break-up fee of USD2.5 million.

6. Applicable law and dispute resolution

The License Agreement shall be governed by the laws of the State of New York, USA. If a dispute between the two parties cannot be resolved through negotiation, it shall be submitted to arbitration in New York City, USA.

(II) Binding Term Sheet

1. Fosun Industrial proposes to subscribe for 1,580,777 new ordinary shares issued by BioNTech at a price of USD31.63 per share, with a total subscription amount of approximately USD50 million.

The two parties shall negotiate in good faith and excute a share subscription agreement in accordance with its terms within 5 working days of the signing of the Binding Terms.

2. Lock-up period

For a period of 180 days following the delivery of the Target Shares, without the written consent of BioNTech, Fosun Industrial shall not directly or indirectly transfer or dispose of the Target Shares in any way or publicly disclose the above intentions.

3. Deposit of the Target Shares

Upon the expiry of the lock-in period, BioNTech shall make commercially reasonable efforts to assist Fosun Industrial in effecting the depositing the Target Shares with the BioNTech's ADS (i.e. American Depositary Shares, similarly hereinafter) depositary against the issuance by the depositary to Fosun of ADS evidencing the Target Shares.

4. Termination

BioNTech has the right to terminate the License Agreement if Fosun industrial fails to obtain any necessary Chinese government approval to pay the subscription amount of the Target Shares to BioNTech before or on 6 May 2020.

If the License Agreement is terminated before the issue of the Target Shares, the transactions under the Binding Term Sheet shall be cancelled accordingly.

5. Applicable law

The Binding Term Sheet is governed by the laws of the State of New York, USA.

V. Impact of the Transactions on the Company

The Transactions are conducive to enriching the product pipelines of the Group (i.e. the Company and its subsidiaries, similarly hereinafter), and at the same time help promote the Group's deeper cooperation with the world's leading mRNA technology platform in the field of drug research and development and manufacturing.

The Transactions are not expected to have a significant impact on the Group's revenue and net profit of 2020.

VI. Risk warning

1. Based on the requirements related to vaccine review and approval in China, vaccine candidates are subject to, among others, preclinical studies, approval for clinical trial, phase I, phase II and/or phase III of clinical trial, approval for marketing, certification/verification of manufacturing facilities, etc. before it can be marketed. The launch cycle for vaccine products are generally longer.

As at the date of this announcement, the prophylactic vaccine product involved in the Cooperation is undergoing preclinical studies in Germany. Clinical studies and related work in the Territory have not commenced. As such, the Product is not expected to be marketed in the Territory in the short term.

2. Based on experience in vaccine development, there are certain risks in preclinical studies. There are uncertainties in that the Cooperation may be terminated due to issues such as, among others, safety and/or effectiveness of the preclinical studies.

3. As at the date of this announcement, no therapeutic or prophylactic drug/vaccine developed based on an mRNA technology platform has been approved for marketing globally, as such, there are uncertainties as to, among others, whether the Product will be approved for clinical trials by the regulatory authorities in the Territory and the time needed to obtain such approval.

4. Based on experience in vaccine development, there are certain risks in clinical trials and studies. If the Product enters the stage of clinical trial, there will be uncertainties in the progress and results of clinical trials may be affected by multiple factors including but not limited to trial protocol, subject recruitment and epidemic development, and may be terminated due to issues such as safety and/or effectiveness of the clinical trials.

5. Even if approval for marketing overseas is obtained for the Product, there are uncertainties as to, among others, whether marketing in the Territory will be approved by relevant drug regulatory authorities and the time needed to obtain such approval.

6. Sales of vaccines after being marketed are also affected by various factors including but not limited to epidemic development, market environment and sales channels. There is uncertainty as to the sales of the Product in the Territory. In addition, as the Product will be produced and supplied by BioNTech pursuant to the agreement, its future sales in the Territory will also be affected by BioNTech's production and/or supply chain capacities.

7. The Product is a prophylactic vaccine. Based on the vaccination practice of this type of vaccine, its epidemic prevention effect may vary depending on the individual differences of the human body, and a few subjects will have adverse reactions.

8. As at the date of this announcement, the parties have entered into the Binding Term Sheet, however, the two parties have yet to enter into a formal subscription agreement. The Investment shall be subject to the share subscription agreement entered into by both parties and the terms of the agreement shall prevail. In addition, the Investment is subject to approval/filing (if applicable) by relevant Chinese authorities, including but not limited to Shanghai Municipal Development and Reform Commission and Shanghai Municipal Commission of Commerce.

9. There is a risk that the Investment will be terminated if the Cooperation is terminated before the issuance of target shares.

10. If the subscriber under the Investment fails to make the payment related to the Investment within the specified time as agreed for the reason that any of the requisite approval or filing by the Chinese governmental authority has not been obtained or completed, there will be risks that the Cooperation will be terminated.

11. The secondary market stock price is affected by, among others, the economic situation, industry changes, market fluctuations, and the operating performance of listed companies, therefore, there are investment risks involved in the Investment.

VII. Documents Available for Inspection

1. the License Agreement;
2. the Binding Term Sheet;
3. Resolutions at the eleventh meeting of the eighth session of the Board.

Announcement is hereby given.

Board of Directors of Shanghai Fosun Pharmaceutical (Group) Co., Ltd.*
15 March 2020