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## **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)**

### **VOLUNTARY ANNOUNCEMENT**

#### **PROGRESS UPDATE ON THE LICENSE AGREEMENT ENTERED INTO BY A SUBSIDIARY**

This announcement is made by Shanghai Fosun Pharmaceutical (Group) Co., Ltd.\* (the “**Company**”) on a voluntary basis.

References are made to the overseas regulatory announcement of the Company dated 15 March 2020 (the “**Announcement**”) in relation to, among others, the entering in to the development and license agreement (the “**License Agreement**”) between Shanghai Fosun Pharmaceutical Industrial Development Co., Ltd.\* (上海復星醫藥產業發展有限公司) (“**Fosun Pharmaceutical Industrial**”) and BioNTech SE (“**BioNTech**”), pursuant to which BioNTech granted Fosun Pharmaceutical Industrial a license to exclusively develop and commercialise its vaccine products developed based on BioNTech’s proprietary mRNA technology platform targeting COVID-19 (the “**Coronavirus Vaccine Product**”) in the Territory. Unless the context otherwise specified, capitalised terms used herein shall have the same meaning ascribed to them in the Announcement.

#### **A. INTRODUCTION**

##### **(a) Amendment No. 1**

The board of directors of the Company (the “**Board**”) is pleased to announce that, on 15 December 2020, BioNTech and Fosun Pharmaceutical Industrial entered into the amendment agreement No. 1 to the License Agreement (the “**Amendment No. 1**”) in relation to, among others, the proposed supply of certain Coronavirus Vaccine Product and the relevant updates based on the evolving framework of the collaboration between the parties to the License Agreement.

**(b) Supply Agreement**

The Board further announces that, on 15 December 2020, BioNTech Manufacturing GmbH, a subsidiary of BioNTech (“**BioNTech Manufacturing**”), Fosun Pharmaceutical Industrial and BioNTech entered into a supply agreement in relation to the supply of the Coronavirus Vaccine Product in Chinese Mainland (the “**Supply Agreement**”).

**B. MAJOR TERMS OF THE AMENDMENT NO. 1 AND SUPPLY AGREEMENT**

**(a) Amendment No. 1**

**Date** 15 December 2020

**Parties** (1) BioNTech; and  
(2) Fosun Pharmaceutical Industrial

**Supply Arrangement** In order to ensure an adequate supply of Coronavirus Vaccine Product in China, subject to the terms of the Amendment No. 1, the parties agreed that, conditional upon the obtaining of approval from the relevant competent authorities and subject to the market demand, the sale and supply of Coronavirus Vaccine Product in China shall be made in stages comprising the import of finished products (fill vials, imported products) of the Coronavirus Vaccine Product (the “**Finished Products**”), import of formulated bulk drug product of the Coronavirus Vaccine Product (the “**Bulk DP**”) for fill and finish in Chinese Mainland, and manufacturing of the Coronavirus Vaccine Product in Chinese Mainland. The detailed supply arrangement shall be subject to further negotiation and agreement between the parties.

**Profit Sharing** Subject to the terms of the Amendment No. 1, the provisions for the share of profit for the sale of Coronavirus Vaccine Product in Chinese Mainland, Hong Kong and Macau under the License Agreement shall be amended as follows:

- (1) with respect to the Finished Product supplied by BioNTech (and/or its affiliates), Fosun Pharmaceutical Industrial (and/or its affiliates) and BioNTech (and/or its affiliates) shall be entitled to a share of profit at the rate of 65% and 35% of annual gross profit, respectively; and

- (2) with respect to Bulk DP supplied by BioNTech (and/or its affiliates), Fosun Pharmaceutical Industrial (and/or its affiliates) and BioNTech (and/or its affiliates) shall be entitled to a share of profit at the rate of 60% and 40% of annual gross profit, respectively.

Save for the amendments as provided in the Amendment No. 1, the License Agreement shall remain unchanged and shall continue to have full force and effect.

**(b) Supply Agreement**

**Date** 15 December 2020

**Parties**

- (1) BioNTech Manufacturing;
- (2) Fosun Pharmaceutical Industrial; and
- (3) BioNTech

**Supply of Products** Under the Supply Agreement, subject to the obtaining of the marketing authorisation in Chinese Mainland and the relevant purchase orders having been furnished by Fosun Pharmaceutical Industrial under the Supply Agreement, BioNTech Manufacturing commits to supply no less than 100 million doses of the Coronavirus Vaccine Product for Chinese Mainland in 2021.

**Initial supply and payment schedule**

- (1) With respect to the advance payment for the initial supply of 50 million doses of the Coronavirus Vaccine Product under the Supply Agreement (the “**First Advance Payment**”):
  - (i) Fosun Pharmaceutical Industrial shall partially pay BioNTech the First Advance Payment in the amount of EUR125 million before 30 December 2020; and
  - (ii) the remaining part of the First Advance Payment in the amount of EUR125 million shall be paid by Fosun Pharmaceutical Industrial after receipt of the marketing authorisation to permit the commercialisation of Coronavirus Vaccine Product in Chinese Mainland.

(2) Fosun Pharmaceutical Industrial shall pay the remainder of the price for the initial supply of the Coronavirus Vaccine Product according to the invoice issued by BioNTech after delivery of such Coronavirus Vaccine Product, subject to the annual reconciliation in accordance with the terms of the Supply Agreement.

**Term**

Subject to the terms of the Supply Agreement, the Supply Agreement shall come into force on the date of the Supply Agreement and shall continue until termination of the License Agreement, and may be extended by written agreement between the parties.

**Governing law and dispute resolutions**

The provisions regarding governing law and dispute resolutions in the License Agreement shall apply to the Supply Agreement accordingly.

**The Company wishes to remind shareholders and potential investors of the Company that, subject to approval requirements of the drug regulatory authorities in the Territory (including but not limited to the NMPA), the research risk of clinical trial, the effectiveness of vaccine prevention and other factors including the development of the pandemic, the market environment, sales channels, the negotiation and agreement between the parties and the relevant approvals from authorities in relation to the subsequent stages of the supply arrangement under the Amendment No. 1, therefore, there is no guarantee that the Coronavirus Vaccine Product will ultimately, and as to when, be developed or commercialised in the Territory successfully. Shareholders and potential investors of the Company should therefore exercise caution when dealing in the securities of the Company.**

By order of the Board  
**Shanghai Fosun Pharmaceutical (Group) Co., Ltd.\***  
**Wu Yifang**  
*Chairman*

Shanghai, the People's Republic of China  
16 December 2020

*As at the date of this announcement, the executive Director of the Company is Mr. Wu Yifang; the nonexecutive Directors of the Company are Mr. Chen Qiyu, Mr. Yao Fang, Mr. Xu Xiaoliang, Mr. Gong Ping, Mr. Pan Donghui and Mr. Zhang Houlin; 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