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HANGZHOU TIGERMED CONSULTING CO., LTD.

杭州泰格醫藥科技股份有限公司

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

(Stock Code: 3347)

PROPOSED ADOPTION OF THE SUBSIDIARY SHARE OPTION SCHEME

On March 28, 2023, at the 32nd meeting of the fourth session of the Board, the Board approved the adoption of the share option scheme of DreamCIS (a joint stock company incorporated under the laws of Korea, in which the Company holds approximately 63.44% equity interest as at the date of this announcement).

Pursuant to Rule 17.02(1)(a) of the Listing Rules, the adoption of the Subsidiary Share Option Scheme is subject to approval by the Shareholders at the General Meeting. Before the General Meeting approves the Subsidiary Share Option Scheme, the draft of the Subsidiary Share Option Scheme may be subject to further amendment and/or supplement upon the request of the regulatory authorities in the PRC and/or Hong Kong.

The major terms of the Subsidiary Share Option Scheme are as follows:

1. PURPOSE

The purpose of the Subsidiary Share Option Scheme is to provide incentive or reward to Eligible Persons for their contribution to, and continuing efforts to promote the interests of, DreamCIS and its subsidiaries and for such other purposes as the DreamCIS Board may approve from time to time.

2. WHO MAY JOIN

Eligible Persons include directors or employees of DreamCIS who have contributed or will contribute to the incorporation, management, technological innovation, etc. of DreamCIS as well as directors or employees of a Related Company (as defined below, in case of granting the Option by resolution of the DreamCIS Board, excluding directors of DreamCIS) with supervisor title and above before March 3, 2023; provided that, such person shall not be a Largest Shareholder (as defined below), a Major Shareholder (as defined below), or their Specially Related Person (as defined below, except for persons who have become Specially Related Persons by virtue of becoming an officer of DreamCIS or the Related Company).

The qualifications of a person to be granted the Option shall be provided for in the DreamCIS Articles, through a special resolution of the general meeting of DreamCIS Shareholders.

For the purpose of the Subsidiary Share Option Scheme, a “**Related Company**” means any of the following, provided that the shares held less than that of (a) or (b) below, but the business scope of the corporations shall be limited to those engaging in manufacturing or sales which affect the results of export of DreamCIS, or those engaging in research and development projects for technical innovation of DreamCIS: (a) a foreign corporation in which investments made by the related company as the largest investor are at least 30% of the corporation’s total equity capital; (b) a foreign corporation in which investments made by the foreign corporation mentioned in above (a) as the largest investor are at least 30% of the former foreign corporation’s equity capital, or a foreign corporation in which investments made by such foreign corporation as the largest investor are at least 30% of the former foreign corporation’s equity capital; or (c) if the related company is a financial holding company as defined in the Financial Holding Companies Act of Korea, an unlisted corporation among subsidiaries and sub-subsidiaries of such financial holding company.

A “**Largest Shareholder**” has its meaning under the Commercial Act of Korea (the “**Commercial Act**”), and means a shareholder who owns the largest number of DreamCIS Shares, based on the total number of issued and outstanding DreamCIS Shares other than non-voting DreamCIS Shares.

A “**Major Shareholder**” has its meaning under the Commercial Act, and means a shareholder who owns more than 10% of the total number of issued and outstanding DreamCIS Shares other than non-voting DreamCIS Shares on his or her own account regardless of in whose name the DreamCIS Shares are held, or exerts de facto influence on important matters related to the management of DreamCIS, including the appointment and dismissal of directors, executive directors or auditors, and his or her spouse, lineal ascendants and lineal descendants.

A “**Specially Related Person**” has its meaning under the Commercial Act, and means any of the following persons of a Largest Shareholder or a Major Shareholder: (a) directors, executive officers, and auditors; (b) affiliated companies and directors, executive officers and auditors thereof; (c) an individual or an organization that has invested at least 30% of the equity capital of the shareholder or has de facto control over important matters in the management of the shareholder, including appointment and dismissal of directors, executive officers and auditors of the shareholder (excluding their affiliated companies) and directors, executive officers and auditors of such individuals or organizations; or (d) an organization, where the shareholder, alone or jointly with the persons specified under (a) through (c) above, has invested at least 30% of the equity capital of such organization or has de facto control over important matters in the management of the organization, including appointment and dismissal of directors, executive officers, and auditors (excluding their affiliated companies) and directors, executive officers and auditors of such organizations.

3. DURATION OF THE SUBSIDIARY SHARE OPTION SCHEME

The Subsidiary Share Option Scheme shall be valid and effective for a period of 10 years commencing on the date on which it is adopted by ordinary resolution of the Shareholders at the General Meeting or on the date on which it is approved by the DreamCIS Board, whichever is later, after which period no further Options shall be granted. Subject to the above, in all other respects, in particular, in respect of Options remaining outstanding on the expiry of the 10-year period referred to in this paragraph, the provisions of the Subsidiary Share Option Scheme shall remain in full force and effect.

4. MAXIMUM NUMBER OF SHARES

At the time of adoption of the Subsidiary Share Option Scheme or any new subsidiary share option scheme (the “**New Scheme**”), the aggregate number of the DreamCIS Shares which may be issued upon the exercise of all options to be granted under the Subsidiary Share Option Scheme, the New Scheme and all schemes existing at such time (the “**Existing Scheme(s)**”) of DreamCIS (i) must not in aggregate exceed 10% of the total number of DreamCIS Shares in issue as at the date of adoption of the Subsidiary Share Option Scheme or the New Scheme (as the case may be) (the “**HKEx Scheme Mandate Limit**”) unless any Option(s) exceeding the HKEx Scheme Mandate Limit are granted with prior approval of the Shareholders pursuant to paragraph below, and (ii) as required by the Commercial Act, in any event must not exceed 15% of the total number of Shares in issue as at the date of adoption of the Subsidiary Share Option Scheme or the New Scheme (as the case may be) (the “**Scheme Mandate Limit**”).

For the purposes of calculating the HKEx Scheme Mandate Limit or the Scheme Mandate Limit, the DreamCIS Shares which are the subject matter of any options that have already lapsed in accordance with the terms of the relevant Existing Scheme(s) shall not be counted.

Options beyond the HKEx Scheme Mandate Limit may be granted with prior approval of the Shareholders by way of ordinary resolution, provided that:

- (a) the Options in excess of the HKEx Scheme Mandate Limit are granted only to participants specially identified by DreamCIS before such approval is sought; and
- (b) a circular containing the name of the specified participants who may be granted such Options, the number and terms of the Options to be granted to participants and the purpose of granting Options to the specified participants with an explanation as to how the terms of the Options serve such purpose has been despatched to the Shareholders, in a manner complying with the relevant provisions of Chapter 17 of the Listing Rules in force from time to time. In accordance with the current Listing Rules, the number and terms of the Options to be granted to such participants must be fixed before shareholders’ approval.

Notwithstanding the foregoing, the maximum aggregate number of DreamCIS Shares which may be issued upon the exercise of all outstanding options granted and yet to be exercised under the Subsidiary Share Option Scheme and any other share option schemes of DreamCIS, must not, in aggregate, exceed 30% of the total number of DreamCIS Shares in issue from time to time. No options may be granted under the Subsidiary Share Option Scheme and any other share option schemes of DreamCIS if this will result in such limit being exceeded.

5. MAXIMUM ENTITLEMENT OF EACH ELIGIBLE PERSON

No Option shall be granted to any Eligible Person (the “**Relevant Eligible Person**”) if, at the relevant time of grant, the number of DreamCIS Shares issued and to be issued upon the exercise of all Options (excluding options which have lapsed in accordance with the terms of the Share Option Scheme) to the Relevant Eligible Person in the 12-month period up to and including the date of such grant would exceed 1% of the total number of DreamCIS Shares in issue at such time, unless:

- (a) such grant has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules in force from time to time, by ordinary resolution of the Shareholders at the general meeting, at which the Relevant Eligible Person and his close associates (or associates if the Participant is a connected person) abstained from voting;
- (b) a circular regarding the grant has been despatched to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules in force from time to time. In accordance with the current Listing Rules, the circular must disclose the identity of the participant, the number and terms of the Options to be granted (and options to be granted to such participants in the 12-month period aforementioned), the purpose of granting Options to participants with an explanation as to how the terms of the Options serve such purpose; and
- (c) the number and terms of such Options must be fixed before the general meeting of the Shareholders at which the same are approved.

6. GRANT OF OPTIONS

Each Offer shall be in writing made to an Eligible Person by letter in such form as may be determined by a special resolution of the general meeting of DreamCIS Shareholders or the DreamCIS Board may from time to time determine at its discretion (the “**Offer Letter**”). The Offer Letter shall state, among others, the Option Period during which the Option may be exercised, which period shall be determined in the Offer Letter to grant the Option and shall not exceed five years from the date a Grantee has served in office for at least two years from the date of the resolution of a general meeting of DreamCIS Shareholders or the DreamCIS Board granting the Option (subject to the provisions for early termination contained in the Subsidiary Share Option Scheme). The DreamCIS Shareholders or the DreamCIS Board, as the case may be, may specify any other conditions which must be satisfied before the Option may be exercised, including without limitation minimum periods for which an Option must be held before it can be exercised, and any other terms in relation to the exercise of the Option, including without limitation such percentages of the Options that can be exercised during a certain period of time, as the DreamCIS Board or the DreamCIS Shareholders, as the case may be, may determine from time to time. Options to be granted under the Subsidiary Share Option Scheme have no performance target.

The DreamCIS Shareholders or the DreamCIS Board, as the case may be, shall specify in the Offer Letter a date by which the Grantee must accept the Offer, being a date no later than 28 days after the date on which the Option is offered (the “**Offer Date**”) or the date on which the conditions for the Offer are satisfied, whichever is earlier.

7. SUBSCRIPTION PRICE

Subject to the effect of alterations to share capital as set out in paragraph 15, and as required by the Commercial Act, the Subscription Price shall be a price determined by the special resolution of the DreamCIS Shareholders and notified to an Eligible Person and shall be at least the higher amount between substantial price (as defined below) as at the date of granting the stock option and their face value or nominal value.

For the purpose of the Subsidiary Share Option Scheme, “**substantial price**” means: (x) average of final quotations of the stocks traded on the securities market and disclosed on a daily basis for two months (if any adjustment to a trading reference price is made due to ex-dividends or ex-rights during the same period, and the day immediately preceding the date of granting the stock option comes after at least seven days from the date the ex-dividends or ex-rights occur, it shall be such period) before the day immediately preceding the date the resolution of the Board is made, weighted by trading volume by real transactions; (y) average of final quotations of the stocks traded on the securities market and disclosed on a daily basis for one month (if any adjustment is made to a trading reference price due to ex-dividends or ex-rights during the same period, and the day immediately preceding the date of granting of the stock option comes after at least seven days from the date the ex-dividends or ex-rights occur, it shall be such period) before the day immediately preceding the date of granting stock option, weighted by trading volume by real transactions; and (z) average of final quotations of the stocks traded on the securities market and disclosed on a daily basis for one week before the day immediately preceding the date the stock option is granted, weighted by trading volume by real transactions.

8. GRANT OF OPTIONS TO CONNECTED PERSONS

Where an Option is to be granted to a connected person (as defined under the Listing Rules) of the Company, the grant shall not be valid unless it has been approved by the independent non-executive Directors of the Company, excluding any independent non-executive Director who is also a proposed Grantee of the Option. However, notwithstanding such approval, no Option may be granted to a Largest Shareholder, a Major Shareholder, and their Specially Related Persons.

Where an Option is to be granted to a substantial shareholder (as defined under the Listing Rules) or an independent non-executive Director of the Company (or any of their respective associates), and the grant will, in the 12-month period up to and including the date of such grant, result in the number and value of the DreamCIS exceeding the following Shares issued and to be issued upon the exercise of all Options (excluding options which have lapsed in accordance with the terms of the Share Option Scheme) to the relevant Eligible Person exceeding 0.1% of the total number of DreamCIS Shares in issue at the relevant time of grant, such grant shall not be valid unless:

- (a) a circular containing the details of the grant has been despatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules in force from time to time. In accordance with the current Listing Rules, the circular must contain (a) details of the number and terms of the Options (including the information required under Rule 17.03) to be granted to each participant, which must be fixed before the Shareholders' meeting; (b) advice as to whether or not the terms of the share option grant are fair and reasonable and in the interests of DreamCIS and its shareholders as a whole and a recommendation from the independent non-executive Directors (excluding independent non-executive Director who is the Grantee of the Options) to the independent Shareholders as to voting; (c) the information required under Rule 17.02(2)(c); and (d) the information required under Rule 2.17; and
- (b) the grant has been approved by the Shareholders at the general meeting (taken on a poll), at which the Grantee, his/her associates and all core connected persons of the Company abstained from voting.

9. RANKING OF SHARES

The DreamCIS Shares to be allotted and issued upon the exercise of an Option shall be subject to the DreamCIS Articles and the laws of Korea for the time being in force and shall rank *pari passu* in all respects with other fully-paid DreamCIS Shares in issue as at the date of allotment and will entitle the holders to the same rights of the holders of other fully-paid DreamCIS Shares in issue, including voting, dividend, transfer and any other rights, including those arising on a liquidation. In particular, the DreamCIS Shares to be allotted and issued upon the exercise of an Option will entitle the holders the right to participate in all dividends or other distributions paid or made on or after the date of allotment other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the date of allotment and issue. The Option itself (before exercise) will not entitle the Grantee to any of the aforementioned DreamCIS Shareholder's rights.

10. EXERCISE OF OPTION

Subject to terms of the Offer Letter under which the Option is offered, an Option may be exercised by the Grantee (or his personal representatives) at any time during the Option Period, provided that:

- (a) In case of (i) voluntary resignation or termination by the Grantee of the Option; (ii) DreamCIS incurring substantial damages due to an intentional act or negligence of the Grantee; and (iii) inability of DreamCIS to fulfil the exercise of Option due to bankruptcy, the Option granted to such Grantee may not be exercised on or after the date on which the DreamCIS Board has so determined;
- (b) where the Grantee is a Director or an employee of DreamCIS or its subsidiaries and the DreamCIS Board at its absolute discretion determines that he is unable to pay or has no reasonable prospect of being able to pay his debts, or has become insolvent, or has made any arrangements or composition with his creditors generally or on which he has been convicted of any criminal offence involving his integrity or honesty, the Option granted to such Grantee may not be exercised on or after the date on which the DreamCIS Board has so determined;
- (c) where the Grantee of an outstanding Option dies, or retires or resigns from office due to an event not attributable to the Grantee within two years from the date the Option is granted by resolution of a general meeting of DreamCIS Shareholders or the DreamCIS Board, the Option is not extinguished. In case of death, the Option is inherited by the deceased Grantee's heir and he may exercise it; and
- (d) if the DreamCIS Board at its absolute discretion determines that the Grantee (other than an employee of DreamCIS and its subsidiaries) or his associate has committed any breach of any contract entered into between the Grantee or his associate on one part and DreamCIS and its subsidiaries on the other part or that the Grantee has committed any act of bankruptcy or has become insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his creditors generally, the Option granted to such Grantee may not be exercised on or after the date on which the DreamCIS Board has so determined.

11. LAPSE OF OPTION

The right to exercise an Option (to the extent not already exercised) shall terminate immediately upon the earliest of:

- (a) the expiry of the Option Period;
- (b) the date referred to in paragraph 10(a);

- (c) the date referred to in paragraph 10(b);
- (d) the expiry of the 60-day period referred to in paragraph 10(c);
- (e) the date referred to in paragraph 10(d);
- (f) the date on which the Grantee commits a breach of paragraph 14;
- (g) the date on which the Option is cancelled by the DreamCIS Board as provided in paragraph 12;
- (h) the non-fulfilment of any condition to the Subsidiary Share Option Scheme on or before the date stated therein; or
- (i) the date referred to in paragraph 16.

DreamCIS shall owe no liability to any Grantee for the lapse of any Option under this paragraph 11.

12. CANCELLATION OF OPTIONS

The DreamCIS Board may cancel an Option granted upon the approval of the Grantee of such Option.

No Options may be granted to an Eligible Person in place of his cancelled Options unless there are available unissued Options (excluding the cancelled Options) within the Scheme Mandate Limit (or the HKEx Scheme Mandate Limit, subject to compliance with paragraph 4) from time to time.

13. TERMINATION OF THE SUBSIDIARY SHARE OPTION SCHEME

DreamCIS, by resolution at the general meeting, or the DreamCIS Board may at any time terminate the operation of the Subsidiary Share Option Scheme and in such event no further Option will be granted but the provisions of the Subsidiary Share Option Scheme shall remain in full force and effect in all other respects and Options granted prior to such termination shall continue to be valid and exercisable in accordance with the Subsidiary Share Option Scheme.

14. TRANSFERABILITY OF OPTIONS

An Option shall be personal to the Grantee and shall not be assignable nor transferable, and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any Option.

15. EFFECT OF ALTERATIONS TO SHARE CAPITAL

In the event of any alteration to the capital structure of DreamCIS whilst any Option remains exercisable, arising from capitalization issue, rights issue, consolidation, sub-division or reduction of the share capital of DreamCIS in accordance with the legal requirements or requirements of the Hong Kong Stock Exchange, other than any alteration in the capital structure of DreamCIS as a result of an issue of DreamCIS Shares as consideration in a transaction to which DreamCIS is a party, adjustment (if any) shall be made to:

- (a) the number of DreamCIS Shares subject to the Option so far as unexercised; and/or
- (b) the Subscription Price for the DreamCIS Shares subject to the Option so far as unexercised; and/or
- (c) any combination thereof.

As of the date of this announcement of Subsidiary Share Option Scheme, there are no such unexercised adjustments as described in this paragraph 15.

In the event of any adjustment as described in this paragraph 15, the auditors of DreamCIS (the “**Auditors**”) or the independent financial adviser to DreamCIS (acting as expert not arbitrator) shall at the request of DreamCIS certify in writing to the DreamCIS Board either generally or as regards any particular Grantee that the adjustments are in compliance with the requirements under the note to Rules 17.03(13) of the Listing Rules.

Any such adjustments must give a Grantee the same proportion of the equity capital of DreamCIS (be rounded to the nearest whole share) as to which that Grantee was previously entitled, and any adjustments so made shall be in compliance with the Listing Rules and such applicable guidance and/or interpretation of the Listing Rules from time to time issued by the Hong Kong Stock Exchange (including, without limitation, the “Supplemental Guidance on Main Board Listing Rule 17.03(13) and the Notice immediately after the Rule” attached to the letter of the Hong Kong Stock Exchange dated September 5, 2005 to all issuers relating to share option scheme) but no such alterations shall be made the effect of which would be to enable a DreamCIS Share to be issued at less than its nominal value. The capacity of the Auditors or the independent financial adviser to DreamCIS in this paragraph 15 is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on DreamCIS and the Grantees. The costs of the Auditors or the independent financial adviser to DreamCIS shall be borne by DreamCIS. Notice of such adjustment shall be given to the Grantees by DreamCIS.

16. ALTERATION OF THE SUBSIDIARY SHARE OPTION SCHEME

The Subsidiary Share Option Scheme may be altered in any respect by resolution of the DreamCIS Board except that the provisions of the Subsidiary Share Option Scheme as to:

- (a) the definitions of “Eligible Person” and “Grantee”; and
- (b) the provisions relating to the matters set out in Rule 17.03 of the Listing Rules, shall not be altered to the advantage of Grantees except with the prior approval of the DreamCIS Shareholders at the general meeting (with participants and their respective associates abstaining from voting). No such alterations shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alterations except with the consent or sanction in writing of the Grantees.

Any change to the authority of the DreamCIS Board in relation to any alterations to the terms of the Subsidiary Share Option Scheme must be approved by the DreamCIS Shareholders at the general meeting.

Any alterations to the provisions of the Subsidiary Share Option Scheme which are of a material nature or any change to the terms of Options granted must be approved by the DreamCIS Shareholders at the general meeting except where the alterations take effect automatically under the existing provisions of the Subsidiary Share Option Scheme.

The amended terms of the Subsidiary Share Option Scheme or the Options must comply with Chapter 17 of the Listing Rules.

17. CLAWBACK MECHANISM

DreamCIS may cancel the Options of such Relevant Eligible Person if any of the following occurs:

1. voluntary retirement of the Relevant Eligible Person (except the circumstance under which such Relevant Eligible Person becomes a director of DreamCIS and then changes from a director to a general employee);
2. slack performance of such Relevant Eligible Person, which results in damage to DreamCIS, or the Relevant Eligible Person, as a director, assumes relevant liability for breach of Article 401 of the Commercial Act;
3. bankruptcy or dissolution of DreamCIS;
4. the Relevant Eligible Person commits a breach of Article 397 of the Commercial Act and participates in the competition or takes a part-time job, or the Relevant Eligible Person conducts related party transactions in violation of Article 398 of the Commercial Law;
5. Relevant Eligible Person is dismissed by the general meeting for just cause under Article 385 of the Commercial Act (including, when Relevant Eligible Person is a director of DreamCIS, he/she receives the Dismissal Advice from the regulatory authority for violating Section 18, Article 165 of the Financial Investment Services and Capital Markets Act of Korea or other laws and regulations);

6. when the Relevant Eligible Person (other than the directors) is subject to penalty for violating the personnel regulations of DreamCIS, or engages in competition or part-time acts as stipulated by Article 17 of the Commercial Act;
7. the Relevant Eligible Person breaches the non-transferable and creation of security agreement of Article 10 of the Option Agreement to transfer the Option to others or provide security;
8. the option of the Relevant Eligible Person was seized; or
9. the Relevant Eligible Person uses non-public information about DreamCIS to manipulate the stock price or engage in improper trading for the purpose of exercising his or her Options.

18. EFFECTIVE CONDITIONS

The Subsidiary Share Option Scheme will take effect on the date of its adoption at the General Meeting and is conditional upon:

- (i) the satisfaction of the provisions of the DreamCIS Articles providing for granting of Options;
- (ii) the passing of a resolution by the DreamCIS Board approving adoption of the Subsidiary Share Option Scheme; and
- (iii) the passing of an ordinary resolution at the General Meeting by the Shareholders approving adoption of the Subsidiary Share Option Scheme.

IMPLICATIONS UNDER THE LISTING RULES

Under Chapter 17 of the Listing Rules, the Subsidiary Share Option Scheme constitutes a share option scheme. Under Rule 17.02(1)(a) of the Listing Rules, the adoption of the Subsidiary Share Option Scheme is subject to the approval of the Shareholders at the General Meeting.

The Company will comply with the applicable requirements under Chapter 17 of the Listing Rules in respect of the operation of the Subsidiary Share Option Scheme. Also, the grant of the Options to an Eligible Person who is a connected person (has its meaning in the Listing Rules) of the Company (if any) shall comply with the relevant requirements of Chapter 14A of the Listing Rules. In addition, the Company will, where applicable, comply with the relevant requirements of Chapter 14 of the Listing Rules in connection with the deemed disposal as a result of the exercise of the Options, which may reduce the percentage equity interest of the Company in DreamCIS.

Upon the adoption of the Subsidiary Share Option Scheme, the Company will disclose the required information on the Subsidiary Share Option Scheme in its subsequent annual and interim reports in accordance with the disclosure requirements under Rule 17.07 of the Listing Rules.

General Meeting and Circular

The Company will convene a General Meeting to consider and approve, among other things, the proposed adoption of the Subsidiary Share Option Scheme. A circular containing, among other things, the principal terms of the Subsidiary Share Option Scheme and the notice of the General Meeting will be despatched to the Shareholders as soon as practicable.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms and expressions have the meanings set forth below:

“A Shares”	ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which will be subscribed for or credited as fully paid up in Renminbi and are listed for trading on the Shenzhen Stock Exchange;
“Board”	the board of Directors of the Company;
“Company”	Hangzhou Tigermed Consulting Co., Ltd. (杭州泰格醫藥科技股份有限公司), the A Shares of which are listed on the Shenzhen Stock Exchange (stock code: 300347) and the H Shares of which are listed on the Hong Kong Stock Exchange (stock code: 03347);
“Director(s)”	the director(s) of the Company;
“DreamCIS”	DreamCIS Inc., a joint stock limited company incorporated under the laws of Korea on April 27, 2000, which is listed on the Korean Securities Dealers Automated Quotations of the Korea Exchange (stock code: A223250), in which we held 63.44% equity interest as at the date of this announcement;
“DreamCIS Articles”	the articles of incorporation of DreamCIS, as may be amended, supplemented or otherwise modified from time to time;
“DreamCIS Board”	the board of directors of DreamCIS;
“DreamCIS Share(s)”	ordinary share(s) in the share capital of DreamCIS with a nominal value of 500 KRW each;
“DreamCIS Shareholder(s)”	the shareholder(s) of DreamCIS;
“Eligible Person(s)”	has the meaning ascribed thereto in paragraph 2 of this announcement;
“General Meeting”	the general meeting of the Company to be held;

“Grantee”	any Eligible Person who accepts an Offer in accordance with the terms of the Subsidiary Share Option Scheme;
“Group”	the Company and its subsidiaries;
“H Shares”	overseas listed foreign shares in the share capital of the Company with a nominal value of RMB1.00 each, which are subscribed for and traded in Hong Kong Dollars and are listed on the Hong Kong Stock Exchange;
“HKEx Scheme Mandate Limit”	has the meaning ascribed to it under paragraph 4 of this announcement;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Korea”	the Republic of Korea;
“KRW”	South Korea Won, the lawful currency for the time being of Korea;
“Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange;
“Offer”	an offer of the grant of an Option made in accordance with paragraph 6 of this announcement;
“Option(s)”	a right to subscribe for DreamCIS Shares pursuant to the Subsidiary Share Option Scheme and the Offer Letter;
“Option Period”	a period during which the Option may be exercised, which period shall be determined in the Offer Letter to grant the Option and shall not exceed five years from the date a Grantee has served in office for at least two years from the date of the resolution of a general meeting of DreamCIS Shareholders or the DreamCIS Board granting the Option (subject to the provisions for early termination contained in the Subsidiary Share Option Scheme);
“Scheme Mandate Limit”	has the meaning ascribed to it under paragraph 4 of this announcement;

“Share(s)”	ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, comprising A Shares and H Shares;
“Shareholder(s)”	the shareholder(s) of the Company, including the holder(s) of A Share(s) and H Share(s);
“Subscription Price”	the price at which each DreamCIS Share subject to an Option may be subscribed for on the exercise of that Option, subject to paragraph 7 and paragraph 15 of this announcement;
“Subsidiary Share Option Scheme”	the share option scheme of DreamCIS, a subsidiary of the Company; and
“%”	percentage.

By order of the Board
Hangzhou Tigermed Consulting Co., Ltd.
Ye Xiaoping
Chairman

Hong Kong, March 28, 2023

As at the date of this announcement, the executive Directors are Dr. Ye Xiaoping, Ms. Cao Xiaochun, Ms. Yin Zhuan and Mr. Wu Hao; the independent non-executive Directors are Mr. Zheng Bijun, Dr. Yang Bo and Mr. Liu Kai Yu Kenneth.