

**JOINN Laboratories (China) Co., Ltd.**  
**Terms of Reference of the Remuneration and Evaluation Committee of**  
**the Board of Directors**

**CHAPTER I GENERAL PROVISIONS**

**Article 1** This document is hereby adopted by the Board of Directors (hereinafter referred to as "the Board") of JOINN Laboratories (China) Co., Ltd. (hereinafter referred to as "the Company") in accordance with the provisions of the Company Law of the People's Republic of China, the Regulations on the Separation of Ownership and Management of the Company, the Articles of Association of the Company, and the Rules of the Board of Directors of the Company. This document shall be an integral part of the Company's internal control system and shall be implemented by the Board of Directors and the Company.

**Article 2** The Remuneration and Evaluation Committee shall be a special committee of the Board of Directors, composed of three members. The members shall be elected by the Board of Directors. The members shall be independent non-executive directors. The members shall be responsible for reviewing and evaluating the remuneration and performance of the members of the Board of Directors and the senior management of the Company.

**Article 3**

**Article 8** The Republic of Eritrea shall have a unitary, democratic, secular, and socialist system of government. The executive, legislative, and judicial powers shall be exercised by the people through their representatives. The Council of Ministers shall be the highest executive authority. The House of Representatives shall be the highest legislative authority. The Judiciary shall be independent and shall exercise its powers in accordance with the law.

**CHAPTER III DUTIES AND AUTHORITIES**

**Article 9** The following are the duties and authorities of the Council of Ministers:

- (1) to execute the laws and decisions of the House of Representatives;
- (2) to prepare and submit to the House of Representatives the annual budget and the report on the execution of the budget;
- (3) to submit to the House of Representatives the annual report on the activities of the Council of Ministers;
- (4) to submit to the House of Representatives the annual report on the activities of the Council of Ministers;
- (5) to submit to the House of Representatives the annual report on the activities of the Council of Ministers;
- (6) to submit to the House of Representatives the annual report on the activities of the Council of Ministers;
- (7) to submit to the House of Representatives the annual report on the activities of the Council of Ministers;
- (8) to submit to the House of Representatives the annual report on the activities of the Council of Ministers;
- (9) to submit to the House of Representatives the annual report on the activities of the Council of Ministers;





**Article 20** This Agreement shall be governed by the laws of the People's Republic of China. Any dispute arising out of or in connection with this Agreement shall be referred to the arbitration institution designated in the Agreement for arbitration.

**Article 21** This Agreement shall be subject to the jurisdiction of the courts of the People's Republic of China. The parties hereby irrevocably and exclusively agree to submit to the jurisdiction of the courts of the People's Republic of China any dispute arising out of or in connection with this Agreement. The parties hereby irrevocably and exclusively agree to submit to the jurisdiction of the courts of the People's Republic of China any dispute arising out of or in connection with this Agreement.

**Article 22** This Agreement shall be subject to the jurisdiction of the courts of the People's Republic of China. The parties hereby irrevocably and exclusively agree to submit to the jurisdiction of the courts of the People's Republic of China any dispute arising out of or in connection with this Agreement.

**Article 23** The parties hereby irrevocably and exclusively agree to submit to the jurisdiction of the courts of the People's Republic of China any dispute arising out of or in connection with this Agreement.

**CHAPTER VI SUPPLEMENTARY PROVISIONS**

**Article 24** This Agreement shall be subject to the jurisdiction of the courts of the People's Republic of China. The parties hereby irrevocably and exclusively agree to submit to the jurisdiction of the courts of the People's Republic of China any dispute arising out of or in connection with this Agreement.

**Article 25** This Agreement shall be subject to the jurisdiction of the courts of the People's Republic of China. The parties hereby irrevocably and exclusively agree to submit to the jurisdiction of the courts of the People's Republic of China any dispute arising out of or in connection with this Agreement.

**Article 26** This Agreement shall be subject to the jurisdiction of the courts of the People's Republic of China. The parties hereby irrevocably and exclusively agree to submit to the jurisdiction of the courts of the People's Republic of China any dispute arising out of or in connection with this Agreement.

**JOINN Laboratories (China) Co., Ltd.  
March 2023**