

160 HEALTH INTERNATIONAL LIMITED

PRE-IPO SHARE OPTION PLAN

1. PURPOSE OF THE PLAN.

The purpose of this Plan is to promote the success of the Company and the interests of its shareholders by providing a means through which the Company may grant equity-based incentives to attract, motivate, retain and reward certain officers, employees, directors and other eligible persons of the Company and its Subsidiaries and to further align the interests of Options recipients with those of the Company's shareholders generally.

2. SOURCES OF THE PLAN.

Option granted pursuant to the Plan is funded by both (a) existing Shares held by the Trustee and (b) new Shares to be allotted and issued by the Company.

3. ADMINISTRATION.

3.1 Administrator. This Plan shall be administered by and all Options under this Plan shall be authorized by the Administrator. The "**Administrator**" means the Board. The Board may also delegate, to the extent permitted by the Companies Act (revised) of the Cayman Islands and any other applicable law, to one or more officers of the Company, its powers under this Plan (a) to designate the officers, employees, directors and other eligible persons of the Company and its Subsidiaries who will receive grants of Options under this Plan, and (b) to determine the number of Shares subject to, and the other terms and conditions of, such Options. Unless otherwise provided in the shareholders agreement, the memorandum and articles of association of the Company or the applicable charter of any Administrator, a majority of the members of the acting Administrator shall constitute a quorum, and the vote of a majority of the members present assuming the presence of a quorum or the unanimous written consent of the members of the Administrator shall constitute action by the acting Administrator.

3.2 Option(s); Interpretation; Powers of Administrator. Subject to the express provisions of this Plan, the Administrator is authorized and empowered to do all things necessary or desirable in connection with the authorization of Options and the administration of this Plan (in the case of delegation to one or more officers, within the authority delegated to that person(s)), including, without limitation, the authority to:

- (a) determine eligibility and, from among those persons determined to be eligible, the particular Eligible Persons who will receive Options;
- (b) grant Options to Eligible Persons, determine the subscription price (if any) at which Options will be offered or awarded and the number of Options to be offered or awarded to any of such persons, determine the other specific terms and conditions of Options consistent with the express limits of this Plan, establish the installment(s) (if any) in which such Options shall become exercisable or shall vest (which may include, without limitation, performance and/or time-based schedules), or determine that no delayed exercisability or vesting is required, establish any applicable performance-based exercisability or vesting

requirements, determine the circumstances in which any performance-based goals (or the applicable measure of performance) will be adjusted and the nature and impact of any such adjustment, determine the extent (if any) to which any applicable vesting requirements have been satisfied, establish the events (if any) on which vesting may accelerate (which may include, without limitation, retirement and other specified terminations of employment or services, or other circumstances), and establish the events (if any) of termination, expiration or reversion of such Options;

- (c) approve the forms of Grant Letter, which need not be identical either as to type of Option or among Participants;
- (d) construe and interpret this Plan and any Grant Letter or other agreements defining the rights and obligations of the Company, its Subsidiaries, and Participants under this Plan, make factual determinations with respect to the administration of this Plan, further define the terms used in this Plan, and prescribe, amend and rescind rules and regulations relating to the administration of this Plan or the Options;
- (e) cancel, modify, or waive the Company's rights with respect to, or modify, discontinue, suspend, or terminate any or all outstanding Options, subject to any required consent under Section 7.8.4;
- (f) determine the date of grant of Options, which may be a designated date after but not before the date of the Administrator's action to approve the Options (unless otherwise designated by the Administrator, the date of grant of the Options shall be the date upon which the Administrator took the action approving the Options);
- (g) accelerate or extend the vesting or exercisability or extend the term of any or all outstanding Options in such circumstances as the Administrator may deem appropriate (including, without limitation, in connection with a termination of employment or services or other events of a personal nature);
- (h) acquire or settle (subject to Sections 6.6) rights under Options in cash, shares of equivalent value, or other consideration;
- (i) determine the duration and purposes of leaves of absence that may be allowed for Participants without constituting a termination of their employment for purposes of this Plan;
- (j) determine whether, and the extent to which, adjustments are required pursuant to Section 7.3 hereof and authorize the termination, conversion, substitution or succession of Options upon the occurrence of an event of the type described in Section 7.3; and
- (k) implement any procedures, steps, additional or different requirements as may be necessary to comply with any laws of the People's Republic

of China (the “**PRC**”) that may be applicable to this Plan, any Options or any related documents, including but not limited to foreign exchange laws, tax laws and securities laws of the PRC.

3.3 Binding Determinations. Any action taken by, or inaction of, the Company, any Subsidiary, the Board or the Administrator relating or pursuant to this Plan and within its authority hereunder or under applicable law shall be within the absolute discretion of that entity or body and shall be conclusive and binding upon all persons. Neither the Board nor the Administrator, nor any member thereof or person acting at the direction thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with this Plan (or any Options), and all such persons shall be entitled to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, attorneys’ fees) arising or resulting therefrom to the fullest extent permitted by law and/or under any directors and officers liability insurance coverage that may be in effect from time to time.

3.4 Reliance on Experts. In making any determination or in taking or not taking any action under this Plan, the Administrator may obtain and may rely upon the advice of experts, including employees of and professional advisors to the Company. No director, officer or agent of the Company or any of its Subsidiaries shall be liable for any such action or determination taken or made or omitted in good faith.

3.5 Delegation. The Administrator may delegate ministerial, non-discretionary functions to individuals who are officers or employees of the Company or any of its Subsidiaries or to third parties.

4. ELIGIBILITY.

Options may be granted under this Plan only to those persons that the Administrator determines to be Eligible Persons. An “**Eligible Person**” means any person who qualifies as one of the followings at the time of grant of the respective Options:

- (a) the grantees who were granted under the 2016 Share Incentive Scheme;
- (b) an officer or employee of the Company or any of its Subsidiaries; or
- (c) any member of the Board; or
- (d) any director of one of the Company’s Subsidiaries, or
- (e) any individual consultant or advisor who renders or has rendered bona fide services (other than services in connection with the offering or sale of securities of the Company or one of its Subsidiaries, as applicable, in a capital raising transaction or as a market maker or promoter of that entity’s securities) to the Company or one of its Subsidiaries.

An advisor or consultant may be selected as an Eligible Person pursuant to clause (e) above only if such person’s participation in this Plan would not adversely affect the Company’s compliance with any applicable laws.

An Eligible Person may, but need not, be granted one or more batches of Options pursuant to Section 6. An Eligible Person who has been granted an amount of Options under

this Plan may, if otherwise eligible, be granted additional Options under this Plan if the Administrator so determines. However, a person's status as an Eligible Person is not a commitment that any Options will be granted to that person under this Plan.

Each Option granted under this Plan must be approved by the Administrator at or prior to the grant of the Option.

5. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION OR TRANSFER.

5.1 *Share Limit.* Subject to the provisions of Section 7.3.1, the total number of new Shares and existing Shares that may be issued by the Company or transferred from the Trustee upon the exercise of all Options under this Plan must each not exceed [2,897,598] Shares and [3,339,319] Shares, (the "**Share Limit**"), respectively, accounting for [4.78]% and [5.51]% of the total issued Shares on the Effective Date, respectively.

5.2 *Replenishment and Reissue of Unvested Options.* No Options may be granted under this Plan unless, on the date of grant, the sum of (a) the maximum number of Ordinary Shares issuable or transferrable at any time pursuant to such Options, plus (b) the number of Ordinary Shares that have previously been issued or transferred pursuant to Options granted under this Plan, plus (c) the maximum number of Ordinary Shares that may be issued or transferred at any time after such date of grant pursuant to Options that are outstanding on such date, does not exceed the Share Limit. During the Plan Period, Ordinary Shares that are granted under this Plan that expire or for any reason are canceled or terminated without having been vested, as well as Ordinary Shares that are subject to Options made under this Plan that are forfeited to the Company or otherwise repurchased by the Company prior to the vesting of such Shares will again, except to the extent prohibited by law or applicable listing or regulatory requirements, be available for subsequent Option grants under this Plan.

5.3 *Sufficient Share Capital.* The Company shall at all times (a) set aside for the purposes of this Plan, out of the authorized but unissued share capital of the Company, and (b) cause the number of Shares held by the Trustee, such number of Shares as the Board may from time to time determine to be sufficient to meet subsisting requirements for the exercise of outstanding Options under this Plan.

6. OPTIONS

6.1 *Options in General.* Each Option shall be evidenced by a Grant Letter in the form and substance approved by the Administrator. The Grant Letter evidencing an Offer shall contain the terms established by the Administrator for that Offer, as well as any other terms, provisions, or restrictions that the Administrator may impose on the Offer; in each case subject to the applicable provisions and limitations of this Section 6 and the other applicable provisions and limitations of this Plan. The Administrator may require that the recipient of an Offer promptly execute and return to the Company his or her duly counter-signed Grant Letter evidencing the Offer.

6.2 *Share Option (the "Option").* A Share Option (or an Option) is the grant of a right to purchase a specified number of Ordinary Shares at a specified price during a specified time as determined by the Administrator. Options may be granted under this Plan to each selected Eligible Person determined by the Administrator. Options may be granted individually, in combination or in tandem. Options also may be made in combination or in

tandem with, in replacement of, as alternatives to, or as the payment form for grants or rights under any other employee or compensation plan of the Company or one of its Subsidiaries.

6.3 Exercise Price. The Administrator will determine the exercise price per share of the Ordinary Shares covered by each Option at the time of grant of the Option. In no case will such purchase price be less than the par value of the Ordinary Shares.

6.4 Vesting Schedule. Provided that the performance goals (if any) have been satisfied, the Options shall become vested pursuant to the vesting period as the Administrator determined and specified in the Grant Letter.

6.5 Performance Objective. The Administrator, in its discretion, may set performance objectives or other vesting criteria which, depending on the extent to which they are met, will determine the number or value of the Options.

6.6 Payment of exercise price. The Administrator shall determine the methods by which the purchase price of the rewards may be paid, the form of payment, including, without limitation (i) by cash, (ii) by means of any cashless exercise procedure approved by the Board, (iii) by a reduction in the number of Ordinary Shares previously owned by the Participant or otherwise deliverable pursuant to the Option(s), (iv) any other form of consideration approved by the Board and permitted by applicable law, or (v) any combination of the foregoing.

6.7 Time and Conditions of Exercise. Unless otherwise determined by the Board, and subject to applicable laws and regulations, the conditions set forth in this Plan (including but not limited to the following conditions) and the Grant Letter, each Participant shall have the right to exercise all or any portion of the vested Options by fully paying the exercise price (i) after the Public Offering Date, (ii) the Participant provides service to the Service Recipient without Cause, and (iii) after the Company and such Participant shall have obtained any and all approvals, consents and waivers necessary for consummation of the exercise of the Option(s), including but not limited to all permits, authorizations, approvals, consents or permits of the governmental authority or regulatory body according to Circular 37 and Circular 7 (if applicable), and (iv) within the Window Period time determined by the Administrator. For the avoidance of doubt, the Option(s) must be exercised, if at all, within ten (10) years upon the date on which it becomes exercisable after which it will lapse.

6.8 Dividend. Unless otherwise specified in the applicable Grant Letter, after exercising, Participants holding Options will be entitled to receive cash dividends on all issued Shares.

7. PROVISIONS APPLICABLE TO OPTIONS.

7.1 Rights of Eligible Persons, Participants and Beneficiaries.

7.1.2 Employment Status. No person shall have any claim or rights to be granted an Option (or additional Options, as the case may be) under this Plan, subject to any express contractual rights (set forth in a document other than this Plan) to the contrary.

7.1.3 No Employment/Service Contract. Nothing contained in this Plan (or in any other documents

under this Plan or related to any Option) shall confer upon any Eligible Person or Participant any right to continue in the employ or other service of the Company or any of its Subsidiaries, constitute any contract or agreement of employment or other services or affect an employee's status as an employee at will, nor shall interfere in any way with the right of the Company or any Subsidiary to change such person's compensation or other benefits, or to terminate his or her employment or other service, with or without Cause at any time. Nothing in this Section 7.1.2, however, is intended to adversely affect any express independent right of such person under a separate employment or service contract. A Grant Letter shall not constitute a contract of employment or service.

7.1.4

Plan Not Funded.

Options payable under this Plan will be payable in Ordinary Shares of the Company, and no special or separate reserve, fund or deposit will be made to assure payment of such Options. No Participant, Beneficiary or other person will have any right, title or interest in any fund or in any specific asset (including Ordinary Shares, except as expressly provided) of the Company or any of its Subsidiaries by reason of any Option(s) hereunder. Neither the provisions of this Plan (or of any related documents), nor the creation or adoption of this Plan, nor any action taken pursuant to the provisions of this Plan will create, or be construed to create, a trust of any kind or a fiduciary relationship between the Company or any of its Subsidiaries and any Participant, Beneficiary or other person. To the extent that a Participant, Beneficiary or other person acquires a right to receive payment pursuant to any Option(s) hereunder, such right will be no greater than the right of any unsecured general creditor of the Company.

7.1.5

Charter

Documents. The shareholders agreement and the memorandum and articles of association of the Company, as may lawfully be amended from time to time, may provide for additional restrictions and limitations with respect to the Ordinary Shares (including additional restrictions and limitations on the voting or transfer of Ordinary Shares) or priorities, rights and preferences as to securities and interests prior in rights to the Ordinary Shares. These restrictions and limitations are in addition to (and not in lieu of) those set forth in this Plan or any Grant Letter and are incorporated herein by this reference.

7.2 No Transferability; Limited Exception to Transfer Restrictions.

7.2.1 Limit on Transfer. Unless otherwise expressly provided in (or pursuant to) this Section 7.2, by applicable law and by the Grant Letter, as the same may be amended:

- (a) all Options are non-transferable and will not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge; and
- (b) amounts payable or Shares issuable pursuant to the Options will be delivered only to (or for the account of) the Participant.

Except for the prior written approval of the Administrator, neither the Participant (nor any permitted transferee) may, directly or indirectly, offer, sell or transfer or dispose of any of the Options or any interest therein during the period commencing on the date of grant of such Option, or such lesser period of time as the Administrator may permit.

In addition, the Options shall be subject to the restrictions set forth in the applicable Grant Letter.

7.3 Adjustments.

7.3.1 Adjustments. Subject to Section 7.3.2 below, upon (or, as may be necessary to effect the adjustment, immediately prior to) any reclassification, recapitalization, share split (including a share split in the form of a share dividend) or reverse share split; any merger, combination, consolidation, or other reorganization; any split-up, spin-off, or similar extraordinary dividend distribution in respect of the Ordinary Shares; or any exchange of Ordinary Shares or other securities of the Company, or any similar, unusual or extraordinary corporate transaction in respect of the Ordinary Shares; then the Administrator shall equitably and proportionately adjust (i) the number of Ordinary Shares (or other securities) that thereafter may be made the subject of Options (including the specific share limits, maximums and numbers of Shares set forth elsewhere in this Plan), (ii) the number of Ordinary Shares subject to any outstanding Options, (iii) the grant, purchase, exercise or base price of any outstanding Options, and/or (iv) the securities, cash or other property deliverable upon exercise or vesting of any outstanding Options, in each case to the extent necessary to preserve (but not increase) the level of incentives intended by this Plan and the then-outstanding Options.

Unless otherwise expressly provided in the applicable Grant Letter, upon (or, as may be necessary to effect the adjustment, immediately prior to) any event or transaction described in the preceding paragraph or a sale of all or substantially all of the business or assets of the Company as an entirety, the Administrator shall equitably and proportionately adjust the performance standards applicable to any then-outstanding performance-based Options to the extent necessary to preserve (but not increase) the level of incentives intended by this Plan and the then-outstanding performance-based Options.

It is intended that, if possible, any adjustments contemplated by the preceding two paragraphs be made in a manner that satisfies applicable legal, tax and accounting (so as to not trigger any charge to earnings with respect to such adjustment) requirements.

7.3.2 Consequences of a Change in Control Event and Winding-up. Upon the occurrence of a Change in Control Event or the Winding Up of the Company, the Administrator may make provision for a cash payment in settlement of, or for the assumption, substitution or exchange of any or all outstanding Options (or the cash, securities or other property deliverable to the holder(s) of any or all outstanding Options) based upon, to the extent relevant in the circumstances, the distribution or consideration payable to holders of the Ordinary Shares upon or in respect of such event.

The Administrator may, in its sole discretion, provide in the applicable Grant Letter or by an amendment thereto for the accelerated vesting of one or more batches of Options to the extent such Options are outstanding upon a Change in Control Event or such other events or circumstances as the Administrator may provide. In particular, the Administrator has the sole discretion to determine, at any time, to accelerate the vesting of the Options granted to any Participants for various considerations as set out below.

(a) *takeover*

Rights on a

In the event a general offer by way of takeover, merger or otherwise in a like manner (other than by way of scheme of arrangement set out as below) is made to all the shareholders (or shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and the offer becomes or is declared unconditional in all respect prior to the vesting, the Option(s) will vest immediately to the extent specified in a notice given by the Company.

(b)

scheme of arrangement

Rights on

In the event a privatization of the Company by way of scheme of arrangement is proposed to all the shareholders (other than the offeror) and has been approved by the necessary number of votes of shareholders at the requisite court meeting prior to the vesting, the Option(s) will vest immediately to the extent specified in a notice given by the Company.

(c)

compromise or arrangement

Rights on

If a compromise or arrangement between the Company and its shareholders or creditors is proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies and a notice is given by the Company to the shareholders to convene a general meeting to consider and if thought fit approve such compromise or arrangement prior to the vesting, the Option(s) will vest immediately to the extent specified in a notice given by the Company.

(d)

voluntary winding-up

Rights on

In the event that an effective resolution is passed during the Plan Period for voluntarily winding-up of the Company (other than for the purpose of reconstruction, amalgamation or scheme of arrangement as set out above), prior to vesting, the Option(s) will vest immediately to the extent specified in a notice given by the Company provided that all unexercised Option(s) must be exercised and effected by no later than one Business Day before the day of the proposed general meeting to be convened for the purpose of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company (or to pass written resolutions of the Shareholders to the same effect). In any of the events referred to in this Section 7.3.2, the Administrator may take such action contemplated by this Section 7.3.2 prior to such event (as opposed to on the occurrence of such event) to the extent that the Administrator deems the action necessary to permit the Participant to realize the benefits intended to be conveyed with respect to the underlying Shares. Without limiting the generality of the foregoing, the Administrator may deem an acceleration to occur immediately prior to the applicable event and/or reinstate the original terms of the Option(s) if an event giving rise to acceleration does not occur.

7.4 Termination of Employment or Services.

7.4.1 General. The Administrator shall establish the effect (if any) of a termination of employment or service on the rights and benefits under each Option under this Plan and in so doing may make distinctions based upon, inter alia, the cause of termination. If the Participant is not an employee of the Company or one of its Subsidiaries, is not a

member of the Board, and provides other services to the Company or one of its Subsidiaries, the Administrator shall be the sole judge for purposes of this Plan (unless a contract or the Grant Letter otherwise provides) of whether the participant continues to render services to the Company or one of its Subsidiaries and the date, if any, upon which such services shall be deemed to have terminated.

7.4.2 Events Not Deemed a Termination of Employment. Unless the Administrator otherwise expressly provides with respect to a particular Option, if a Participant's employment by or service to the Company or a Subsidiary terminates but immediately thereafter the Participant continues in the employ of or service to another Subsidiary or the Company, as applicable, the Participant shall be deemed to have not had a termination of employment or service for purposes of this Plan and the Participant's Options. Unless the express policy of the Company or the Administrator otherwise provides, a Participant's employment relationship with the Company or any of its Subsidiaries shall not be considered terminated solely due to any sick leave, military leave, or any other leave of absence authorized by the Company or any Subsidiary or the Administrator or otherwise entitled to pursuant to applicable laws; provided that, unless reemployment upon the expiration of such leave is guaranteed by contract or law, such leave is for a period of not more than six (6) months. In the case of any Participant on an approved leave of absence, continued vesting of the Option(s) while on leave from the employ of or service with the Company or any of its Subsidiaries will be suspended until the Participant returns to service, unless the Administrator otherwise provides or applicable law otherwise requires. In no event shall an Option be exercised after the expiration of the term of the Option set forth in the Grant Letter.

7.4.3 Effect of Change of Subsidiary Status. For purposes of this Plan and any Option, if an entity ceases to be a Subsidiary, a termination of employment or service will be deemed to have occurred with respect to each Eligible Person in respect of such Subsidiary who does not continue as an Eligible Person in respect of another Subsidiary that continues as such after giving effect to the transaction or other event giving rise to the change in status unless the Subsidiary that is sold, spun-off or otherwise divested (or its successor or a direct or indirect parent of such Subsidiary or successor) assumes the Eligible Person's Option(s) in connection with such transaction.

7.4.4 Termination of Consulting or Subsidiary Services. If the Participant is an Eligible Person solely by reason of clause (e) of Section 4, the Administrator shall be the sole judge of whether the Participant continues to render services to the Company or any of its Subsidiaries, unless a written contract or the Grant Letter otherwise provides. If, in these circumstances, the Company or any Subsidiary notifies the Participant in writing that a termination of the Participant's services to the Company or any Subsidiary has occurred for purposes of this Plan, then (unless the contract or the Grant Letter otherwise expressly provides) the Participant's termination of services with the Company or Subsidiary for purposes of this Plan shall be the date specified by the Company or Subsidiary in the notice.

7.5 Voting rights and ranking of the Shares.

The Options held by Participants have no voting rights before being exercised. Shares allotted, issued or transferred on the exercise of any Options will be subject to all provisions of the memorandum and articles of association of the Company and will rank equally in all respects with the Shares in issue on the date of allotment and issuance.

Neither the Participants nor the Trustee may exercise any of the voting rights in respect of any existing Shares held by the Trustee that have not yet vested or exercised. The Trustee shall not exercise any voting rights in respect of any Shares held by the Trustee for the purpose of the Plan and will therefore abstain from voting on any Shareholders' general meeting of the Company.

7.6 *Compliance with Laws.*

7.6.1 General. This Plan, the granting and vesting of Options under this Plan, and the offer, issuance and delivery of Ordinary Shares, the payment of money under this Plan or under the Grant Letter are subject to compliance with all applicable Hong Kong laws, applicable foreign laws, rules and regulations (including but not limited to Hong Kong securities laws, and margin requirements) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. Any person acquiring any securities under this Plan will, if requested by the Company, provide such assurances and representations to the Company as the Administrator may deem necessary or desirable to assure compliance with all applicable legal and accounting requirements.

7.6.2 Compliance with Securities Laws. No Participant shall sell, pledge or otherwise transfer Ordinary Shares acquired pursuant to an Option or any interest in such Shares except in accordance with the express terms of this Plan and the applicable Grant Letter. Any attempted transfer in violation of this Section 7.6 shall be void and of no effect. Without in any way limiting the provisions set forth above, no Participant shall make any disposition of all or any portion of Ordinary Shares acquired or to be acquired pursuant to the Option(s), except in compliance with all applicable Hong Kong securities laws.

Notwithstanding anything else herein to the contrary, neither the Company or any Subsidiary has any obligation to register the Ordinary Shares or file any registration statement under Hong Kong securities laws, nor does the Company or any Subsidiary make any representation concerning the likelihood of a public offering of the Ordinary Shares or any other securities of the Company or any Subsidiary.

7.6.3 Confidential Information. Any financial or other information relating to the Company obtained by Participants in connection with or as a result of this Plan or their Options shall be treated as confidential.

7.7 *Tax Withholding.*

Upon any exercise or vesting, the Company or any of its Subsidiaries shall have the right at its option to:

- (a) require the Participant (or the Participant's Personal Representative or Beneficiary, as the case may be) to pay or provide for payment of at least the minimum amount of any taxes which the Company or Subsidiary may be required to withhold with respect to such Option event or payment;
- (b) deduct from any amount otherwise payable (in respect of an Option or otherwise) in cash to the Participant (or the Participant's Personal Representative or Beneficiary, as the

case may be) the minimum amount of any taxes which the Company or Subsidiary may be required to withhold with respect to such Option event or payment; or

- (c) reduce the number of Ordinary Shares to be delivered by (or otherwise reacquire shares held by the Participant) the appropriate number of Ordinary Shares, calculated at the current share price, to satisfy the minimum withholding obligation.

In any case where a tax is required to be withheld (including taxes in the PRC where applicable) in connection with the delivery of Ordinary Shares under this Plan (including the sale of Ordinary Shares as may be required to comply with foreign exchange rules in the PRC for Participants resident in the PRC), the Administrator may in its sole discretion (subject to Section 7.6) grant (either at the time of the Options or thereafter) to the Participant the right to elect, pursuant to such rules and subject to such conditions as the Administrator may establish, to have the Company reduce the number of Shares to be delivered by (or otherwise reacquire) the appropriate number of Shares, in accordance with authorized procedures for cashless exercises, necessary to satisfy the minimum applicable withholding obligation on exercise, vesting or payment. In no event shall the Shares withheld exceed the minimum whole number of Shares required for tax withholding under applicable law. The Company may, with the Administrator's approval, accept one or more promissory notes from any Eligible Person in connection with taxes required to be withheld upon the exercise, vesting or payment of any Option under this Plan; provided that any such note shall be subject to terms and conditions established by the Administrator and the requirements of applicable law.

7.8 Plan and Option Amendments, Termination and Suspension.

7.8.1 Board Authorization. The Board may, at any time, terminate or, from time to time, amend, modify or suspend this Plan, in whole or in part. No Options may be granted during any period that the Board suspends this Plan.

7.8.2 Approval. To the extent then required by applicable law or any applicable listing agency or required under the Hong Kong Inland Revenue Ordinance ("IRO") or other applicable tax law, rules or regulations, to preserve the intended tax consequences of this Plan, or deemed necessary or advisable by the Board, any amendment to this Plan shall be subject to the approval of the Board or the shareholders of the Company in accordance with the charter documents of the Company.

7.8.3 Amendments to Options. Without limiting any other express authority of the Administrator under (but subject to) the express limits of this Plan, the Administrator by agreement or resolution may waive conditions of or limitations on Options to Participants that the Administrator in the prior exercise of its discretion has imposed, without the consent of a Participant, and (subject to the requirements of Section 3.2 and 7.8.4) may make other changes to the terms and conditions of Options.

7.8.4 Limitations on Amendments to Plan and Options. No amendment, suspension or termination of this Plan or amendment of any outstanding Options shall, without written consent of the Participant, affect in any manner materially adverse to the Participant any rights or benefits of the Participant or obligations of the Company under any

Options granted under this Plan prior to the effective date of such change. Changes, settlements and other actions contemplated by Section 7.3 shall not be deemed to constitute changes or amendments for purposes of this Section 7.8.

7.9 Privileges of Share Ownership. Except as otherwise expressly authorized by the Administrator, a Participant will not be entitled to any privilege of share ownership as to any Ordinary Shares not actually delivered to and held of record by the Participant.

7.10 Effective Date of the Plan. This Plan is effective upon the Effective Date.

7.11 Term of the Plan. After the expiry of the Plan Period, no further Options shall be offered or granted, but in all other respect the provision of this Plan shall remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provision of this Plan.

7.12 Governing Law/Severability.

7.12.1 Choice of Law. This Plan, the Options, all documents evidencing Options and all other related documents will be governed by, and construed in accordance with, the laws of Hong Kong.

7.12.2 Severability. If it is determined that any provision of this Plan or a Grant Letter is invalid and unenforceable, the remaining provisions of this Plan and/or the Grant Letter, as applicable, will continue in effect provided that the essential economic terms of this Plan and the Options can still be enforced.

7.13 Captions. Captions and headings are given to the sections and subsections of this Plan solely as a convenience to facilitate reference. Such headings will not be deemed in any way material or relevant to the construction or interpretation of this Plan or any provision thereof.

7.14 Non-Exclusivity of Plan. Nothing in this Plan will limit or be deemed to limit the authority of the Board or the Administrator to grant Options or authorize any other compensation, with or without reference to the Ordinary Shares, under any other plan or authority.

7.15 No Restriction on Corporate Powers. The existence of this Plan, the Grant Letters, and the Options granted hereunder, shall not limit, affect or restrict in any way the right or power of the Board or the shareholders of the Company to make or authorize: (a) any adjustment, recapitalization, reorganization or other change in the Company's or any Subsidiary's capital structure or its business; (b) any merger, amalgamation, consolidation or change in the ownership of the Company or any Subsidiary; (c) any issue of bonds, debentures, capital, preferred or prior preference shares ahead of or affecting the Company's authorized shares or the rights thereof; (d) any dissolution or liquidation of the Company or any Subsidiary; (e) any sale or transfer of all or any part of the Company or any Subsidiary's assets or business; or (f) any other corporate act or proceeding by the Company or any Subsidiary. No Participant, Beneficiary or any other person shall have any claim under any Grant Letter against any member of the Board or the Administrator, or the Company or any employees, officers or agents of the Company or any Subsidiary, as a result of any such action.

7.16 Other Company Compensation or Benefit Programs. Payments and other benefits received by a Participant under an Option made pursuant to this Plan shall not be deemed a part of a Participant's compensation for purposes of the determination of benefits under any other employee welfare or benefit plans or arrangements, if any, provided by the Company or any Subsidiary, except where the Administrator or the Board expressly otherwise provides or authorizes in writing. Options under this Plan may be made in addition to, in combination with, as alternatives to or in payment of grants, Options or commitments under any other plans or arrangements of the Company or any Subsidiary.

7.17 Clawback Policy. The Options granted under this Plan are subject to the terms of the Company's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of Options or any Ordinary Shares or other cash or property received with respect to the Options (including any value received from a disposition of the Shares acquired upon payment of the Options).

8. DEFINITIONS.

"Administrator" has the meaning given to such term in Section 3.1.

"Beneficiary" means the person, persons, trust or trusts designated by a Participant, or, in the absence of a designation, entitled by will or the laws of descent and distribution, to receive the benefits specified in the Grant Letter and under this Plan if the Participant dies, and means the Participant's executor or administrator if no other Beneficiary is designated and able to act under the circumstances.

"Board" means the board of directors of the Company. Directors hereby include all executive, non-executive and independent non-executive directors of the Company.

"Business Day" means a day on which banks in Hong Kong are generally open for business to the public and which is not a Saturday, Sunday or public holiday in Hong Kong.

"Cause" means a termination of employment or service based upon a finding by the Company or any of its Subsidiaries, acting in good faith and based on its reasonable belief at the time, that the Participant: (i) has been negligent in the discharge of his or her duties to the Company or any Subsidiary, has refused to perform stated or assigned duties or is incompetent in or (other than by reason of a Disability or analogous condition) incapable of performing those duties; (ii) has been dishonest or committed or engaged in an act of theft, embezzlement or fraud, a breach of confidentiality, an unauthorized disclosure or use of inside information, customer lists, trade secrets or other confidential information; (iii) has breached a fiduciary duty, non-competition duty, or willfully and materially violated any other duty, law, rule, regulation or policy of the Company or any of its Subsidiaries; or has been convicted of, or plead guilty or nolo contendere to, a felony or misdemeanor; (iv) has breached any of the provisions of any agreement with the Company or any of its Affiliates, or has violated any employee handbook of the Company or any of its Subsidiaries, including but not limited to the current employment policy of the Company or any of its Subsidiaries; (v) has engaged in unfair competition with, or otherwise acted intentionally in a manner injurious to the reputation, business or assets of, the Company or any of its Subsidiaries; or (vi) has improperly induced a vendor or customer to break or terminate any contract with the Company or any of its Subsidiaries or induced a principal for whom the Company or any Subsidiary acts as agent to terminate such agency relationship. A termination for Cause shall

be deemed to occur (subject to reinstatement upon a contrary final determination by the Administrator) on the date on which the Company or any Subsidiary first delivers written notice to the Participant of a finding of termination for Cause or the Administrator provides such notice.

“**Change in Control Event**” means any of the following:

- (a) Approval by shareholders of the Company (or, if no shareholders’ approval is required, by the Board alone) of the complete dissolution or liquidation of the Company, whether voluntary or involuntary, other than in the context of a Business Combination that does not constitute a Change in Control Event under paragraph (c) below;
- (b) The acquisition by any individual, entity or group (a “**Person**”) of beneficial ownership of 50% or more of either (1) the then-outstanding ordinary shares of the Company (the “**Outstanding Company Ordinary Shares**”) or (2) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the “**Outstanding Company Voting Securities**”); provided, however, that, for purposes of this paragraph (b), the following acquisitions shall not constitute a Change in Control Event; (A) any acquisition directly from the Company, (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary or a successor, (D) any acquisition by any entity pursuant to a Business Combination, or (E) any acquisition by a Person who is the beneficial owner of 50% or more of the Outstanding Company Ordinary Shares and/or the Outstanding Company Voting Securities on the Effective Date (or an affiliate, heir, descendant, or related party of or to such Person);
- (c) Consummation of a reorganization, amalgamation, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any **Subsidiary**, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or shares of another entity by the Company or any of its Subsidiaries (each, a “**Business Combination**”), in each case unless, following such Business Combination, (1) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Ordinary Shares and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding ordinary shares and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets directly or through one or more subsidiaries (a “**Parent**”)), and (2) no Person (excluding any individual or entity described in clauses (C) or (E) of paragraph (b) above) beneficially owns, directly or indirectly, more than 50% of, respectively, the then-outstanding ordinary shares of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that the ownership in excess of 50% existed prior to the Business Combination;

provided, however, that a transaction shall not constitute a Change in Control Event if it is in connection with the underwritten public offering of the Company's securities.

“Circular 37” means the *Notice on the Administration of Foreign Exchange Involved in Overseas Investment, Financing and Return on Investment Conducted by Domestic Residents via Special-Purpose Companies* (國家外匯管理局關於境內居民通過特殊目的公司境外投融資及返程投資外匯管理有關問題的通知) issued by the State Administration of Foreign Exchange of the People's Republic of China on July 4, 2014, and/or such successor circular.

“Circular 7” means the *Notice of the State Administration of Foreign Exchange on Issues Related to Foreign Exchange Administration in Domestic Individuals' Participation in Equity Incentive Plans of Companies Listed Abroad* (國家外匯管理局關於境內個人參與境外上市公司股權激勵計畫外匯管理有關問題的通知) issued by the State Administration of Foreign Exchange of the People's Republic of China on February 15, 2012, and/or such successor circular.

“Company” means 160 Health International Limited, an exempted company organized under the Companies Act (revised) of the Cayman Islands, and its successors.

“Control” means the power or authority, whether exercised or not, to direct the business, management and policies of a person, directly or indirectly, or by effective control whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than 50% of the votes entitled to be cast at a meeting of the members or shareholders of such person or power to control the composition of the board of directors of such person; the terms **“Controlled”** and **“Controlling”** have the meaning correlative to the foregoing.

“Disability” means (i) the inability of the Participant to perform substantially his or her duties and responsibilities to the Company or any of its Subsidiaries by reason of a physical or mental disability or infirmity for a continuous period of three (3) months, or (ii) at such earlier time as the Participant submits medical evidence satisfactory to the Administrator that the Participant has a physical or mental disability or infirmity that will likely prevent the Participant from returning to the performance of the Participant's work duties for three (3) month or longer. The date of such Disability shall be the last day of such one-month period or the date on which the Participant submits such satisfactory medical evidence, as the case may be.

“Effective Date” means the date the Board approved this Plan.

“Eligible Person” has the meaning given to such term in Section 4 of this Plan.

“Global Offering” means the offering of Shares to be effected by the Company in conjunction with its application for the listing of the Shares on The Stock Exchange of Hong Kong Limited on the terms to be set out in the Prospectus.

“Grant Date” means the date upon which the Administrator took the action granting an Option or such other date as the Administrator designates as the Grant Date at the time of the grant of the Option.

“Grant Letter” means any writing, approved by the Administrator, setting forth the terms of an Option that has been duly authorized and approved engaged between the Company and the Participant.

“Offer” means an offer of the grant of an Option.

“Ordinary Shares” or **“Shares”** means the Company’s ordinary shares, par value US\$ 0.00001 per share, and such other securities or property as may become the subject of Options, pursuant to an adjustment made under Section 7.3.1 of this Plan.

“Participant” means an Eligible Person who has been granted and holds an Option under this Plan.

“Personal Representative” means the person or persons who, upon the disability or incompetence of a Participant, have acquired on behalf of the Participant, by legal proceeding or otherwise, the power to exercise the rights or receive benefits under this Plan by virtue of having become the legal representative of the Participant.

“Plan” means this 160 Health International Limited Pre-IPO Share Option Plan, as it may hereafter be amended from time to time.

“Plan Period” means the period commencing on the Effective Date and ending on the latest practicable date prior to the printing of the Prospectus for the purpose of ascertaining certain information contained in the Prospectus as specified in the prospectus (both dates inclusive).

“Prospectus” means the prospectus of the Company to be issued in connection with the Global Offering (or any supplement thereto).

“Public Offering Date” means the date the Ordinary Shares are first registered and listed or quoted on a recognized national or international securities exchange.

“Service Recipient” means the Company or its Subsidiaries.

“Share Option” or **“Option”** has the meaning given to such term in Section 6.2.

“Subsidiary” means a company or other entity over 50% of its voting rights are held or controlled by the Company or which is required to be consolidated as a subsidiary into the consolidated financial statements of the Company under relevant generally applicable accounting principles. For the avoidance of doubt, a subsidiary shall also include any consolidated affiliated entity our company controls through the contractual arrangements.

“Trustee” means the trustee corporation or trustee corporations (which is/are independent of and not connected with the Company) to be appointed by the Company for the administration of the Plan or any additional or replacement trustee(s)

“Vesting Commencement Date” means the commencement date as provided in the Grant Letter used in calculating the schedule of vesting, and subject to the Administrator’s sole discretion, the Vesting Commencement Date can be the specific dates as determined by the Administrator for specific Participants.

“Window Period” means the period of time specified by the Administrator during

which Participants are allowed to exercise their options and trade in shares.

“2016 Share Incentive Scheme” means the share incentive plan of Shenzhen Ningyuan Technology Co., Ltd. (深圳市寧遠科技股份有限公司), which was approved and adopted by the shareholders resolutions dated [May 9,2016] and was subsequently terminated on April 25, 2021.