26/F, HKRI Centre One, HKRI Taikoo Hui 288 Shimen Road (No.1) Shanghai 200041, P. R. China T: (86-21) 5298-5488 F: (86-21) 5298-5492

> 20380 Town Center Lane, Suite 128 Cupertino, CA 95014, USA T: +1 888 886 8168 F: +1 888 808 2168

September 11, 2025

GenFleet Therapeutics (Shanghai) Inc. (勁方醫藥科技(上海)股份有限公司) Floors 2-5, Building 8, 1206 Zhangjiang Road, Pudong New Area 201203, Shanghai China

CITIC Securities (Hong Kong) Limited 18/F, One Pacific Place 88 Queensway Hong Kong as the Sole Sponsor and

CLSA Limited 18/F, One Pacific Place 88 Queensway Hong Kong

as the representative of Hong Kong underwriters listed in Schedule 2 to the Hong Kong Underwriting Agreement (as defined below) and the international underwriters listed in Schedule I to the International Underwriting Agreement (as defined below) (collectively, the "<u>Underwriters</u>")

Re: GenFleet Therapeutics (Shanghai) Inc.(勁方醫藥科技(上海)股份有限公司)

Ladies and Gentlemen:

We are qualified lawyers of the People's Republic of China ("PRC", which do not include the laws of Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan) and qualified patent attorneys of the United States ("U.S.") and as such are qualified to issue this opinion based on the intellectual property laws of the PRC and the U.S. GenFleet Therapeutics (Shanghai) Inc. (together with its subsidiaries, collectively referred to as the "Company") has requested us to conduct a

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Chengdu Office Tel: (86-28) 6739-8000 Fax: (86-28) 6739-8001

Hong Kong Office Tel: (852) 2167-0000 Fax: (852) 2167-0050 Shanghai Office Tel: (86-21) 5298-5488 Fax: (86-21) 5298-5492

Xi'an Office Tel: (86-29) 8550-9666

New York Office Tel: (1-737) 215-8491 Fax: (1-737) 215-8491 **Guangzhou Office** Tel: (86-20) 2805-9088 Fax: (86-20) 2805-9099

Qingdao Office Tel: (86-532) 6869-5000 Fax: (86-532) 6869-5010

Silicon Valley Office Tel: (1-888) 886-8168 Fax: (1-888) 808-2168 **Shenzhen Office** Tel: (86-755) 2939-5288 Fax: (86-755) 2939-5289

Dalian Office Tel: (86-411) 8250-7578 Fax: (86-411) 8250-7579

Seattle Office Tel: (1-425) 448-5090 Fax: (1-888) 808-2168 Tel: (86-571) 2689-8188 Fax: (86-571) 2689-8199

Haikou Office Tel: (86-898) 3633-3401 Fax: (86-898) 3633-3402

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due diligence review on certain intellectual property matters regarding the Company. We are providing this opinion pursuant to Clause 2 of the Hong Kong Underwriting Agreement dated September 10, 2025 (the "Hong Kong Underwriting Agreement") between the Company and the Hong Kong Underwriters and Section 8 of the International Underwriting Agreement dated on or around September 17, 2025 (the "International Underwriting Agreement", together with the Hong Kong Underwriting Agreement, the "Underwriting Agreements") between the Company and the International Underwriters, each in connection with the proposed initial public offering of the Company in the Hong Kong Stock Exchange (the "Offering"). We act as special intellectual property counsel to the Company as to the intellectual property laws in the PRC and U.S., and our representation has been limited to matters individually referred to us by the Company. There may be patent and related matters involving or impacting the Company of which we are unaware.

In connection with this opinion, we have reviewed the statements included in the Prospectus (the "Disclosure Documents") related to the patents and patent applications listed in Appendix A attached hereto (the "Company Patents"), trademarks listed in Appendix B attached hereto, and domain name listed in Appendix C attached hereto (together with the Company Patents, referred to as the "Company Intellectual Property Rights") and the license agreements listed in Appendix D attached hereto (the "License Agreements", all of which are governed by the PRC laws except for the SELLAS Agreement which is governed by the laws of the New York State of the U.S.), which are made in the section titled "SUMMARY" under the headings of "INTELLECTUAL PROPERTY RIGHTS", made in the section titled "RISK FACTORS" under the headings "RISKS RELATING TO OUR INTELLECTUAL PROPERTY RIGHTS", made in the section titled "BUSINESS" under the headings "INTELLECTUAL PROPERTY", and made in the section titled "Appendix IV Statutory and General Information" under the heading "Further Information about Our Business—Intellectual Property Rights" (collectively, the "Intellectual Property Statements"). Except with respect to the Intellectual Property Statements, we did not participate in the preparation of the Disclosure Documents, and we have not been consulted to advise on any other part of the Disclosure Documents. We have limited our review of the Disclosure Documents to the Intellectual Property Statements.

The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Prospectus, and we have not undertaken any obligation to verify those factual matters. Accordingly, except to the extent of our opinions set forth in paragraphs A to J below, we are not passing upon and we assume no responsibility for the accuracy, completeness or fairness of the statements contained in or incorporated by reference into the Disclosure Documents.

Based on the foregoing and subject to the assumptions, qualifications, limitations and exceptions as stated in this opinion, we advise you that:

A. Nothing has come to our attention causing us to believe that any of the Intellectual Property Statements contains any untrue statement of material fact or fails to state

any material fact necessary to make the statements therein not misleading, and, to our knowledge, all such statements are accurate and complete and present fairly the information therein.

- B. To our knowledge, the Company owns or otherwise possesses sufficient rights under all intellectual property rights that are currently employed by the Company in connection with their respective businesses, or that is necessary for the manufacture, importation, use, or sale of its product candidates as described in the Disclosure Documents. We have not become aware of any facts causing us to believe that the Company does not own or has not obtained licenses for, or other rights to use, the Company Intellectual Property Rights described as being owned or licensed or used by them as described in the Disclosure Documents.
- C. The Company owns or otherwise possesses sufficient rights under the License Agreements for the manufacture, importation, use, or sale of their product candidates as set forth in the License Agreements subject to terms, conditions and limitations set forth in the License Agreements.
- D. To our knowledge, the Company has not in respect of any patent received any notice of infringement of or conflict with any patent rights of others which, in either case, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a material adverse effect on the Company.
- E. To our knowledge, there is no claim, action, suit or proceeding pending or threatened against the Company alleging that the Company has infringed, misappropriated or otherwise violated any intellectual property rights of any third party in the PRC or the U.S. We have not become aware of any facts causing us to believe that the current or planned development and commercialization of the Company's product candidates, as described in the Disclosure Documents, would infringe any issued patents of any third party that, in our opinion, are valid and enforceable. To our knowledge, the Company has not, in respect of any patent, received any notice of infringement of or conflict with any patent rights of others which, in either case, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a material adverse effect on the Company.
- F. Except as described in the intellectual property due diligence report dated September 8, 2025, to our knowledge, no claim, action, suit or proceeding (including any interference, post grant reexamination, derivation, inter partes review, post grant review, opposition or other judicial or administrative proceeding) pertaining to the validity, enforceability or scope of any of the Company Intellectual Property Rights has been threatened or declared.
- G. To our knowledge, there are no liens, encumbrances or security interests against any Company Patents.

- H. To our knowledge, all applicable fees and surcharges and administrative procedures in relation to the maintenance of the Company Intellectual Property Rights have been duly and properly paid and proceeded.
- We have not become aware of any facts causing us to believe that the claims of the issued, unexpired patents included in the Company Patents are invalid or unenforceable under the laws of the PRC and the United States.
- J. We have reviewed the License Agreements listed under <u>Appendix D</u>. To our knowledge, each of the License Agreements governed by PRC laws listed in <u>Appendix D</u> has been duly authorized and executed by the Company, and upon the due authorization, execution and delivery by all other parties thereto, is valid, legally binding and enforceable against all parties thereunder in accordance with its terms.

The opinions expressed herein are also subject to the following assumptions, limitations, qualifications and exceptions:

- (a) As to matters of fact, we have assumed the authenticity and validity of all records furnished to us by the Company and the information and certificates from various public officials, and we have not made any independent investigation or verification of the authenticity and validity of such records, information and certificates.
- (b) Whenever our opinions herein are qualified by the phrase "to our knowledge", or "known to us" or similar phrases, the relevant knowledge is limited to the current actual knowledge after due and careful inquiry of those attorneys presently in our firm who have performed substantive legal services for the Company in connection with this opinion.
- (c) Except for the issuance of a separate intellectual property due diligence report on September 8, 2025 and our investigation in connection therewith, and except for our discussions with the Company and our review of documents provided by the Company in connection with this Offering, we have not made any independent investigation with respect to the legal status of the Company Intellectual Property Rights, whether any of the Company Intellectual Property Rights covers the Company's product candidates as described in the Disclosure Documents, whether the pending claims that cover the Company's relevant product candidates in the patent applications of the Company Intellectual Property Rights are assured to be granted, and whether any third-party intellectual property rights constitute a hindrance for the manufacture, importation, use, or sale of the Company's product candidates as described in the Disclosure Documents.
- (d) The opinions expressed herein represent our reasonable judgment as to the

- matter of law addressed herein, based upon the facts presented, and are not, and shall not be construed as, a guarantee.
- (e) In acting as intellectual property counsel to the Company as to the intellectual property laws in the PRC and U.S., we have not been involved with the prosecution of the Company Intellectual Property Rights. Any opinions set forth in this opinion are limited to the patent laws of the People's Republic of China and the patent laws of the United States, to the extent that the same may apply to or govern such matters addressed herein.

This opinion is provided to the Company, the Sole Sponsor and CLSA Limited (in its capacity as the representative of the Underwriters under the Underwriting Agreements) and is solely for your benefit in connection with the Offering. This opinion may not be relied upon by you for any other purpose. This opinion may also not be provided to or relied upon by any other person or entity for any purpose, including, without limitation, any person or entity that acquires any securities of the Company from any of the Underwriters without our prior written consent, which we may withhold at our sole discretion. Notwithstanding these limitations, this opinion can properly be furnished to others (i) for the purpose of responding to requests to review this opinion by governmental, regulatory or judicial authorities (including the Hong Kong Stock Exchange, the Securities and Futures Commission of Hong Kong and the China Securities Regulatory Commission) having competent jurisdiction over you and (ii) in connection with the defense of any legal or regulatory proceeding or investigation arising out of the Offering, *provided* that JunHe LLP and Jun He Law Offices P.C. are given written notice in advance to the extent permitted by applicable laws.

This opinion is limited to the matters expressly set forth herein, and no opinion has been implied, or may be inferred, beyond the matters expressly stated.

This opinion is based on the law and facts as of the date hereof and we undertake no obligation or responsibility to update or supplement this opinion to reflect any facts, circumstances, or changes in the law that may later occur or come to our attention.

(Signature Page to Follow)

[This page is only for the purpose of the signature of **IP Opinion** prepared for the use of the Initial Public Offering of **GenFleet Therapeutics (Shanghai) Inc**. In the Hong Kong Stock Exchange]

Very truly yours,



Jun He Law Offices P.C.

Jun He Law Offices P.C.

APPENDIX A - PATENTS AND PATENT APPLICATIONS OWNED OR IN-LICENSED BY GENFLEET

(as of September 2, 2025)

Products	Name of Patent Family Jurisdiction	Jurisdiction	Status	Filing Date	Grant Date	Patent Expiration Date	Type	Owner/Applicant	Inventor
	Substituted Heterocyclic	China		2020-	2022-8-	00 01 000	27 1	GENFLEET	Fusheng Zhou, Tao
GFH925	Fused Cyclic Compound, Preparation Method Therefor and	United States	Granted	10-28	2024-8-	2040-10-28	Invention	(SHANGHAI) INC.; ZHEJIANG	Jiang, Chonglan Lin, Lijian
	Pharmaceutical Use	China		0000				THERAPEUTICS	Cai, Wan
	Thereof	United States	Pending	10-28	ī	1	Invention	CO., LTD.	He, Jiong Lan
									Fusheng
								GENFLEET	Zhon,
	Polymorph of KRAS							THERAPEUTICS	Jinzhu
	Inhihitor Drangration	China,		2000				(SHANGHAI)	Zhao,
GFH925	Mathod Therefor and	United	Pending	10 03	ì	ı	Invention	INC.; ZHEJIANG	Yudong
	Inculou Helelol, allu Hea Thange	States		C7-71				GENFLEET	Cao, Lun
	Ose Hieron							THERAPEUTICS	Xiong,
								CO., LTD.	Rongzhen
									Shi, Jiong

Lan	Lili Tang, Xiang Yu, Jingyang	Zhang,	Huizhong	Hu,	Fusheng	Zhou, Yu	Wang,	Jiong Lan,	Qiang Lu	Yuanyuan	Xie, Lina	Qi, Can	Huang,	Jiong Lan,	Qiang Lu	Jinzhu	Zhao,	Yudong	Cao, Lun	Xiong,	Xiong	Wei
	Li Xi GENFLEET Ji	THERAPEUTICS Z		INC.; ZHEJIANG	50 10	THERAPEUTICS Z	CO., LTD.	Jic	0	$ \mathbf{A} $	GENFLEET X	THERAPEUTICS	(SHANGHAI)	INC. Jic	Ò		GENET FFT	7	583	-1	INC.	
				Invention IN	, cole	EL					(2000)	1589					190	<u> </u>	Invention			
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	2023- 03-30 2023- 03-31								2023-9-	20					2024.8	15	CI					
	Pending							Donding	renumb						Pending							
	China United States						China								PCT							
		Dhamaaantiaal	Composition Use	Thereof and Method for	Tracting Concer	Healing Calicel				Dhamasantial	Competition and	Drangartion Mathod	Therefor and Hea	Thereof	THEFOR	Method for Preparation of Pyrazine- Naphthyridine Diketones and Intermediates Thereof						
				GFH925								CELIONS	OF 11923						GFH925			

Xiangchao Liu, Mengting Meng, Fusheng Zhou, JingRong Li, Jiong Lan, Qiang Lu	Tao Jiang, Fusheng Zhou, Tao Liang, Chonglan Lin, Lijian Cai, Zhubo Liu, Xiaoming Xu, Kai Ma, Leitao Zhang, Zhang, Zhen Li, Jiong Lan
	GENFLEET THERAPEUTICS (SHANGHAI) INC.; ZHEJIANG GENFLEET THERAPEUTICS CO., LTD.
	Invention
	ī
	2023-9-
	Pending
	China
	Pyrimidine-Fused Ring Compound, and Preparation Method Therefor and Use Thereof
	GFH375

Fusheng Zhou,	Xiaoming Xu, Leitao	Zhang,	Ain Li,	Lili Tang,	Fusheng	Zhou,	Yuanzhi	Tao,	Jinzhu	Zhao,	Jiong Lan	Jichen	Zhao,	Fusheng	Zhou, Tao	Liang,	Yandong	Lu; Tao	Jiang;	Chonglan	Lin; Ling
GENFLEET	08 US		THERAPEUTICS	econ sc	GENFLEET F	THERAPEUTICS	(SHANGHAI) Y	INC.; ZHEJIANG	GENFLEET	THERAPEUTICS	CO., LTD. Ji			ш	GENFLEET Z	THERAPEUTICS	(SHANGHAI) Y	INC.			T
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	Invention							Invention								Targetton	IIIVellili				
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2024-2-	-2.024-2-0							ï									ı				
2021-2- 9 2024-2- 9	2021-2- 9 2021-2- 9						0 000	-0-7707	4							2024-8-	30				
Granted	Granted Pending				Pending										Danding	renamg					
China		United	States		China, United States							PCT									
Dikydrongahthyyridinong	Compound, and Preparation Method	Therefor and Medical	Use Thereof			Crystal Form of RIPK1 Inhibitor, Acid Salt Thereof, and Crystal Form of Acid Salt Thereof							Macrocyclic Compounds, and Preparation Method Therefor and Use Thereof								
	GFH312							GFH312				GFH276									

	*		,	*		
Peng; Jiong Lan; Qiang Lu	Gang		Fei Sun, Lifang Wu, Charles Z. Ding, Guoping	Li, Shuhui Chen, Jianyu Lu		
	GENFLEET THERAPEUTICS (SHANGHAI) INC.; ZHEJIANG GENFLEET THERAPEUTICS CO., LTD.	GENFLEET THERAPEUTICS (SHANGHAI) INC.	GENFLEET THERAPEUTICS (SHANGHAI) INC.; ZHEJIANG GENFLEET THERAPEUTICS CO., LTD.	GENFLEET THERAPEUTICS (SHANGHAI) INC.		
	Invention		Invention			
	2037-4-19	2038-1-3	2037-6-8	2037-6-8		
	2020-6-	2021-3-	2021-2-	2020-2-		
	2017-4-	2018-1-	2017-6-	2017-6-		
	Granted	Granted	Granted	Granted		
	China	United States	China	United		
	Inhibitor of Cyclin- Dependent Kinase CDK9		Benzotriazole-Derived α And β-Unsaturated Amide Compound Used	as i Or-prei minonoi		
	GFH009		GFH018			

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APPENDIX B - TRADEMARKS OWNED BY GENFLEET

(as of September 2, 2025)

核定使用商品/服务内容	质量检测;生物化学研究和分析;化学研究服务;化学服务;生物医学研究服务;开发医药制剂和药品;抗体方面的研究和开发;生物学研究和分析;临床试验;生物技术研究	牙用研磨剂; 宠物尿布	医用同位素;放射性药品;心电图电极用化学导体;医用气体
类 中	42	5	5
权利人	劲方医药科技(上海)股份有限公司	劲方医药科技(上 海)股份有限公司	劲方医药科技(上 海)股份有限公司
注册有效期限	2021-08-07 至 2031-08-06	2023-04-07 至 2033-04-06	2024-05-21 至 2034-05-20
申请日	2020-11-05	2022-6-13	2023-7-21
注册号/申请号	51025814	65254924	72980546
注册所载司 法管辖区	中国	田中	田中
商标图示	孙	劲方	劲方
序号	1	2	3

APPENDIX C - DOMAIN NAME OWNED BY GENFLEET

(as of September 2, 2025)

Approval Date	2024-10-31
ICP Registration No.	沪 ICP备 18006424号-1
Expiry Date	2027-04-06
Registration Date	2017-04-06
Applicant	劲方医药科技(上海)股份有限 公司
Domain	genfleet.com
No.	П

APPENDIX D – LICENSE AGREEMENTS

- 1. A license and option agreement entered by and between GenFleet Therapeutics (Shanghai) Inc. (劲方医药科技(上海)有限公司¹ in Chinese) and Innovent Biologics, Inc. dated September 1, 2021; a supplemental agreement thereto entered by and among GenFleet Therapeutics (Shanghai) Inc., Innovent Biologics, Inc. and Innovent Biologics (Suzhou) Co., Ltd. (信达生物制药(苏州)有限公司 in Chinese); a supplementary in Chinese), Innovent Biologics, Inc., Innovent Biologics (Suzhou) Co., Ltd. and Innovent Biologics Technology Co., Ltd. (育达生物科技有限 agreement thereto by and among GenFleet Therapeutics (Shanghai) Inc., GenFleet Biologics (Shanghai) Inc. (劲方生物医药(上海)有限公司 公司 in Chinese) dated January 11, 2024.
- A technology transfer agreement entered by and between GenFleet Therapeutics (Shanghai) Inc. (劲方医药科技(上海)有限公司 in Chinese) and Shanghai Jiongshuo Pharmaceutical Technology Co., Ltd. (上海炯烁医药科技有限公司 in Chinese) dated May 23, 2018; and an amendment thereto dated October 10, 2018. 7
- A license agreement entered by and between SELLAS Life Sciences Group, Inc. and GenFleet Therapeutics (Shanghai) Inc. (劲方医药科技(上 海) 有限公司 in Chinese) dated March 31, 2022 (the "SELLAS Agreement"). w.
- A co-development agreement by and between GenFleet Therapeutics (H.K.) Limited (健發藥業(香港)有限公司 in Chinese) and Wuxi APPTEC (Shanghai) Co., Ltd. (上海药明康德新药开发有限公司 in Chinese) effective as of June 15, 2017; a supplementary agreement thereto by and among GenFleet Therapeutics (H.K.) Limited, Wuxi APPTEC (Shanghai) Co., Ltd. and GenFleet Therapeutics (Shanghai) Inc. (劲方医药科技 (上海) 有限公司 in Chinese) effective as of September 24, 2017; and an intellectual property ownership agreement by and between GenFleet Therapeutics (Shanghai) Inc. and Medshine Discovery Inc. (南京明德新药研发股份有限公司 in Chinese) dated December 25, 2017. 4.

14

¹ The Company's Chinese name has been changed to 劲方医药科技(上海)股份有限公司 since September 2024.