

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. )\*

**Genetron Holdings Limited**

(Name of Issuer)

Ordinary Shares, par value US\$0.00002 per share

(Title of Class of Securities)

37186H100\*\*

(CUSIP Number)

**Johnson Huang**  
**25th Floor and 26th Floor, China World Tower B, No.1 Jian Guo Men Wai Avenue**  
**Beijing 100004, People's Republic of China**  
**Tel: +86 (10) 6505-1166**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 11, 2023

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13-d1(f) or Rule 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

\*\* There is no CUSIP number assigned to the ordinary shares. CUSIP number 37186H100 has been assigned to the American depositary shares ("ADSs") of the Issuer, which are quoted on Nasdaq Stock Market under the symbol "GTH." Each ADS represents five ordinary shares, par value US\$0.00002 per share ("ordinary shares"). On October 11, 2023, the Issuer announced a change of the ratio of its ADS to ordinary shares from one ADS representing five ordinary shares to one ADS representing fifteen ordinary shares effective on or about October 26, 2023.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	NAME OF REPORTING PERSONS China International Capital Corporation Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 57,824,500
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 57,824,500
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 57,824,500	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.6%	
14.	TYPE OF REPORTING PERSON CO	

1.	NAME OF REPORTING PERSONS CICC Capital Management Co., Ltd.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 57,824,500
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 57,824,500
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 57,824,500	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.6%	
14.	TYPE OF REPORTING PERSON CO	

1.	NAME OF REPORTING PERSONS CICC Kangzhi (Ningbo) Equity Investment Management Co., Ltd.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 44,165,500
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 44,165,500
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 44,165,500	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.6%	
14.	TYPE OF REPORTING PERSON CO	

1.	NAME OF REPORTING PERSONS CICC Kangrui (No.1) Ningbo Equity Investment Fund Partnership (Limited Partnership)	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 44,165,500
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 44,165,500
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 44,165,500	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.6%	
14.	TYPE OF REPORTING PERSON PN	

1.	NAME OF REPORTING PERSONS Tianjin Kangyue Business Management Partnership (Limited Partnership)	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 44,165,500
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 44,165,500
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 44,165,500	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.6%	
14.	TYPE OF REPORTING PERSON PN	

1.	NAME OF REPORTING PERSONS China International Capital Corporation (International) Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Hong Kong	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 13,659,000
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 13,659,000
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,659,000	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.0%	
14.	TYPE OF REPORTING PERSON CO	

1.	NAME OF REPORTING PERSONS CICC Capital (Cayman) Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 13,659,000
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 13,659,000
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,659,000	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.0%	
14.	TYPE OF REPORTING PERSON CO	



1.	NAME OF REPORTING PERSONS CICC Healthcare Investment Management Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 13,659,000
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 13,659,000
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,659,000	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.0%	
14.	TYPE OF REPORTING PERSON CO	

1.	NAME OF REPORTING PERSONS CICC Healthcare Investment Fund, L.P.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 13,659,000
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 13,659,000
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,659,000	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.0%	
14.	TYPE OF REPORTING PERSON PN	

## Item 1. Security and Issuer

This Schedule 13D relates to the ordinary shares of Genetron Holdings Limited, par value US\$0.00002 (“Ordinary Shares”), an exempted company incorporated under the laws of the Cayman Islands (the “Issuer”), whose principal executive offices are located at 1-2/F, Building 11, Zone 1, No.8 Life Science Parkway, Changping District, Beijing, 102206, People’s Republic of China.

The Issuer’s ADS, each representing five ordinary shares, are listed on NASDAQ Global Market under the symbol “GTH.” On October 11, 2023, the Issuer announced a change of the ratio of its ADS to ordinary shares from one ADS representing five ordinary shares to one ADS representing fifteen ordinary shares effective on or about October 26, 2023.

## Item 2. Identity and Background

(a) This Schedule 13D is being filed jointly by the following reporting persons (each a “Reporting Person” and collectively, the “Reporting Persons”):

- (1) China International Capital Corporation Limited (“CICC Listco”), a company established in People’s Republic of China;
- (2) CICC Capital Management Co., Ltd. (“CICC Capital Management”), a company established in People’s Republic of China;
- (3) CICC Kangzhi (Ningbo) Equity Investment Management Co., Ltd. (“CICC Kangzhi”), a company established in People’s Republic of China;
- (4) CICC Kangrui (No.1) Ningbo Equity Investment Fund Partnership (Limited Partnership) (“CICC Kangrui”), a partnership established in People’s Republic of China;
- (5) Tianjin Kangyue Business Management Partnership (Limited Partnership) (“Tianjin Kangyue”), a partnership established in People’s Republic of China;
- (6) China International Capital Corporation (International) Limited (“CICC International”), a company incorporated in Hong Kong;
- (7) CICC Capital (Cayman) Limited (“CICC Capital Cayman”), a company incorporated in the Cayman Islands;
- (8) CICC Healthcare Investment Management Limited (“CICC HIM”), a company incorporated in the Cayman Islands; and
- (9) CICC Healthcare Investment Fund, L.P. (“CICC Healthcare Investment”), an entity incorporated in the Cayman Islands.

(b) The principal business address of CICC Listco is 27th and 28th Floor, China World Office 2, 1 Jianguomenwai Avenue, Chaoyang District, Beijing, People’s Republic of China. The principal business address of CICC Capital Management is 25th Floor and 26th Floor, China World Tower B, No.1 Jian Guo Men Wai Avenue, Beijing 100004, People’s Republic of China. The principal business address of CICC Kangzhi is Section A C0049, Room 401, Building 1, 88 Qixing Road, Meishan, Beilun District, Ningbo, Zhejiang, People’s Republic of China. The principal business address of CICC Kangrui is Section A C0866, Room 401, Building 1, 88 Qixing Road, Meishan, Beilun District, Ningbo, Zhejiang, People’s Republic of China. The principal business address of Tianjin Kangyue is 113, Tower 2, Guotai Building, Yingbin Avenue (Ease Side), Tianjin Pilot Free Trade Zone (Central Business District), Tianjin, People’s Republic of China. The principal business address of CICC International is 29th Floor, One International Finance Centre, No.1 Harbour View Street, Central, Hong Kong. The registered address of each of CICC Capital Cayman, CICC HIM and CICC Healthcare Investment is PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

(c) The principal business of Tianjin Kangyue is business management. The principal business of CICC Healthcare Investment is investment holding. The principal business of CICC Kangrui is private equity investment. The principal business of CICC Kangzhi is equity investment management. The principal business of CICC HIM is investment management. The principal business of CICC Capital Cayman is investment holding. The principal businesses of CICC Capital Management are asset management, investment management, project investment and investment consulting. The principal business of CICC International is overseas investment holding. The principal businesses of CICC Listco are investment banking, equities business, fixed income, commodities and currency, asset management, private equity, wealth management and relevant financial services.

Attached hereto as Schedule A, and incorporated herein by reference, is information concerning each director and executive officer of the Reporting Persons (collectively, the “Related Persons”), which is required to be disclosed in response to Item 2 and General Instruction C to Schedule 13D.

(d)-(e) During the last five years, none of the Reporting Persons nor, to the best of the Reporting Persons’ knowledge, any of the Related Persons, has been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

### **Item 3. Source and Amount of Funds or Other Consideration**

Prior to the Issuer’s initial public offering (the “IPO”) on June 26, 2020, Tianjin Kangyue acquired 44,165,500 series C preferred shares of the Issuer at RMB300 million in equivalent U.S. dollars and CICC Healthcare Investment acquired a total of 13,659,000 series D preferred shares of the Issuer at an aggregate amount of US\$20 million from the Issuer in certain private placements. Upon the completion of the IPO in June 2020, all of the issued and outstanding preferred shares of the Issuer, including those preferred shares held by Tianjin Kangyue and CICC Healthcare Investment, automatically converted into and were re-designated as Ordinary Shares on a one-to-one basis.

Tianjin Kangyue’s source of fund was through the capital contributions from its limited partner, CICC Kangrui. CICC Healthcare Investment’s source of fund was through the capital contributions from its general partner, CICC HIM, and limited partners.

On October 11, 2023, the Issuer publicly announced that it had entered into an agreement and plan of merger, dated as of October 11, 2023 (the “Merger Agreement”), among New Genetron Holding Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (“Parent”), Genetron New Co Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent (“Merger Sub”) and the Issuer. Pursuant to the Merger Agreement, Merger Sub will merge with and into the Issuer, with the Issuer continuing as the surviving company and a wholly owned subsidiary of Parent (the “Merger”).

It is anticipated that approximately US\$50.9 million will be expended in acquiring the outstanding Ordinary Shares other than the Rollover Shares (as defined below) pursuant to the Merger Agreement. The Merger will be funded through cash contribution by Wealth Strategy Holding Limited, Surrich International Company Limited, Tianjin Kangyue, CICC Healthcare Investment, CCB (Beijing) Investment Fund Management Co., Ltd. and Wuxi Huihongyingkang Investment Partnership (Limited Partnership) or their respective affiliates (each a “Sponsor” and collectively the “Sponsors”). Parent has entered into certain equity commitment letters with the Sponsors, each dated October 11, 2023 (the “Equity Commitment Letters”), pursuant to which the Sponsors have agreed, subject to the terms and conditions thereof, to provide the financing amounts, up to US\$52.4 million, for the purpose of financing the Merger consideration and certain other expenses in connection with the Merger. Each Sponsor has entered into a limited guarantee (collectively, the “Limited Guarantees”) in favor of the Issuer or Genetron Health (Beijing) Co., Ltd. (“Genetron Beijing”), a wholly-owned subsidiary of the Issuer, each dated October 11, 2023, with respect to a portion of the payment obligations of Parent under the Merger Agreement for the termination fee that may become payable to the Issuer and/or Genetron Beijing by Parent under certain circumstances and certain costs and expenses, as set forth in the Merger Agreement. Each of Tianjin Kangyue, CICC Healthcare Investment and certain other shareholders of the Issuer has agreed to roll over certain ordinary shares (including ordinary shares represented by ADS) he or it beneficially owns (the “Rollover Shares,” and the holder thereof, “Rollover Shareholders”) in connection with the Merger in accordance with the terms and conditions of the relevant rollover and support agreement entered into with Parent dated October 11, 2023 (the “Support Agreement”).

The descriptions of the Merger, the Merger Agreement, the Equity Commitment Letters, the Limited Guarantees and the Support Agreement set forth in Item 4 below are incorporated by reference in their entirety into this Item 3.

#### **Item 4. Purpose of Transaction**

On October 11, 2023, the Issuer entered into the Merger Agreement with Parent and Merger Sub. Pursuant to the Merger Agreement, Merger Sub will merge with and into the Issuer, with the Issuer continuing as the surviving company and a wholly owned subsidiary of Parent. At the effective time of the Merger (the “Effective Time”), each Ordinary Share and each ADS issued and outstanding immediately prior to the Effective Time will be cancelled and cease to exist in exchange for the right to receive US\$0.272 per Ordinary Share or US\$1.36 per ADS (less applicable fees, charges and expenses payable by ADS holders pursuant to the depositary agreement, dated June 18, 2020, entered into by and among the Issuer, the Bank of New York Mellon (the “Depositary”) and all holders and beneficial owners of ADSs issued thereunder), in each case, in cash, without interest and net of any applicable withholding taxes, except for (a) the Rollover Shares, which will be cancelled without payment of any cash consideration therefor, (b) Ordinary Shares (including Ordinary Shares represented by ADSs) owned by Parent, Merger Sub or the Issuer or any of their subsidiaries or held in the Issuer’s treasury, which will be cancelled without payment of any consideration therefor, (c) Ordinary Shares (including Ordinary Shares represented by ADSs) recorded under the name of the Depositary as member in the register of members of the Issuer and reserved for issuance and allocation pursuant to the Issuer share incentive plans, which will be cancelled without payment of any consideration therefor (such ordinary shares set forth in (a), (b) and (c), the “Excluded Shares”), and (d) Ordinary Shares that are issued and outstanding immediately prior to the Effective Time and that are held by shareholders of the Issuer who shall have validly exercised and not effectively withdrawn or lost their rights to dissent from the Merger in accordance with Section 238 of the Companies Act (as amended) of the Cayman Islands (the “Dissenting Shares”), which will be cancelled at the Effective Time and will entitle the holders thereof to receive the payment of the fair value of such Dissenting Shares held by them determined in accordance with the provisions of Section 238 of the Companies Act (as amended) of the Cayman Islands.

On October 11, 2023, the Issuer announced a change of the ratio of its ADS to ordinary shares from one ADS representing five ordinary shares to one ADS representing fifteen ordinary shares effective on or about October 26, 2023. Assuming the completion of such change of ratio, the holder of ADSs (other than the Excluded Shares) shall be entitled to receive US\$4.08 in cash per ADS.

The consummation of the Merger is subject to the satisfaction or waiver of a number of conditions set forth in the Merger Agreement, including (a) the approval of the Merger by the affirmative vote of holders of Ordinary Shares (including Ordinary Shares represented by ADSs) representing at least two-thirds of the voting power of the outstanding Ordinary Shares present and voting in person or by proxy as a single class at the shareholders meeting of the Issuer or any adjournment or postponement thereof, (b) the aggregate amount of Dissenting Shares shall be less than 15% of the total outstanding Ordinary Shares immediately prior to the Effective Time, and (c) certain regulatory approvals. The Merger Agreement may be terminated by the Issuer or Parent under certain circumstances.

The purpose of the transactions contemplated under the Merger Agreement, including the Merger, is to acquire all of the outstanding Ordinary Shares other than the Rollover Shares. If the Merger is completed, the Issuer will become a wholly owned subsidiary of Parent and Issuer’s ADSs would become eligible for termination of registration pursuant to Section 12(g)(4) of the Act and would be delisted from the NASDAQ Global Market.

Concurrently with the execution of the Merger Agreement, each of Tianjin Kangyue, CICC Healthcare Investment and other Rollover Shareholders entered into the Support Agreement with Parent, dated as of October 11, 2023, pursuant to which, among other things and subject to the terms and conditions set forth therein, each of Tianjin Kangyue and CICC Healthcare Investment has agreed to (a) vote all Rollover Shares (together with any other Ordinary Shares or equity securities of the Issuer acquired, whether beneficially or of record, by such Rollover Shareholder after the date thereof and prior to the Effective Time, including any Ordinary Shares acquired by means of purchase, dividend or distribution, or issued upon the exercise of any options or warrants, or the conversion of any convertible securities or otherwise) held directly or indirectly by them in favor of the authorization and approval of Merger Agreement and transactions contemplated thereunder, and (b) upon the terms and subject to the conditions of the Support Agreement, cancel the Rollover Shares beneficially owned by him or it and receive no cash consideration for cancellation of the Rollover Shares in accordance with the Merger Agreement in exchange for newly issued shares in Parent.

Concurrently with the execution of the Merger Agreement, each of Tianjin Kangyue, CICC Healthcare Investment and other Sponsors entered into (a) certain Equity Commitment Letters, pursuant to which the Sponsors will provide or cause to be provided, subject to the terms and on the conditions set forth therein, equity financing to Parent in an aggregate amount of up to US\$52.4 million in connection with the Merger, and (b) certain Limited Guarantees in favor of the Issuer or Genetron Beijing with respect to each Sponsor’s respective portion of the payment obligations of Parent under the Merger Agreement for the termination fee that may become payable to the Issuer and/or Genetron Beijing by Parent under certain circumstances and certain costs and expenses, as set forth in the Merger Agreement.

After the Effective Time, Parent will be beneficially owned by the Sponsors and other Rollover Shareholders.

Concurrently with the execution of the Merger Agreement, Mr. Sizhen Wang and the Sponsors entered into an interim investor agreement (the “Interim Investor Agreement”), pursuant to which the parties thereto agreed to certain terms and conditions that will govern the actions of such parties and the relationship among such parties with respect to the Merger.

If the Merger is carried out and consummated, the Ordinary Shares of the Issuer will no longer be traded on the Nasdaq Global Market and the registration of the Ordinary Shares of the Issuer under Section 12 of the Act is expected to be terminated. No assurance can be given that any definitive agreement will be entered into or the Merger will be consummated. In addition, consummation of the Merger could result in one or more of the actions specified in clauses (a)-(j) of Item 4 of Schedule 13D, including the acquisition or disposition of securities of the Issuer, a merger or other extraordinary transaction involving the Issuer, a change to the board of directors of the Issuer (as the surviving company in the Merger), and a change in the Issuer’s memorandum and articles of association to reflect that the Issuer would become a privately held company.

References to the Merger Agreement, Interim Investors Agreement, Support Agreement, and the Equity Committee Letters and Limited Guarantees issued and delivered by each of Tianjin Kangyue and CICC Healthcare Investment in this Schedule 13D do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the full text of the Merger Agreement, Interim Investors Agreement, Support Agreement, and the Equity Committee Letters and Limited Guarantees issued and delivered by Tianjin Kangyue and CICC Healthcare Investment, copies of which are attached hereto as Exhibits 2 to 8 incorporated herein by reference in their entirety.

#### Item 5. Interest in Securities of the Issuer

(a), (b) The following table sets forth the beneficial ownership of Ordinary Shares of the Issuer by each of the Reporting Persons as of the date hereof.

Reporting Person	Amount Beneficially Owned <sup>(1)</sup> (in Ordinary Shares)	Percent of Class <sup>(2)</sup>	Number of Ordinary Shares Beneficially Owned by Each Reporting Person with:			
			Sole power to vote or direct the vote	Shared power to vote or to direct the vote	Sole power to dispose or to direct the disposition of	Shared power to dispose or to direct the disposition of
CICC Listco	57,824,500 <sup>(3), (4)</sup>	12.6%	0	57,824,500	0	57,824,500
CICC Capital Management	57,824,500 <sup>(3), (4)</sup>	12.6%	0	57,824,500	0	57,824,500
CICC Kangzhi	44,165,500 <sup>(3)</sup>	9.6%	0	44,165,500	0	44,165,500
CICC Kangrui	44,165,500 <sup>(3)</sup>	9.6%	0	44,165,500	0	44,165,500
Tianjin Kangyue	44,165,500 <sup>(3)</sup>	9.6%	0	44,165,500	0	44,165,500
CICC International	13,659,000 <sup>(4)</sup>	3.0%	0	13,659,000	0	13,659,000
CICC Capital Cayman	13,659,000 <sup>(4)</sup>	3.0%	0	13,659,000	0	13,659,000
CICC HIM	13,659,000 <sup>(4)</sup>	3.0%	0	13,659,000	0	13,659,000
CICC Healthcare Investment	13,659,000 <sup>(4)</sup>	3.0%	0	13,659,000	0	13,659,000

(1) Beneficial ownership is determined in accordance with Rule 13d-3 of the General Rules and Regulations under the Act, as amended.

(2) Percentage is calculated based on the total number of 457,743,530 Ordinary Shares issued and outstanding as of March 31, 2023 as disclosed in the annual report on Form 20-F filed with the SEC by the Issuer on May 12, 2023.

(3) Represents 44,165,500 Ordinary Shares held of record by Tianjin Kangyue.

(4) Represents 13,659,000 Ordinary Shares held of record by CICC Healthcare Investment.

The investment and voting decisions with respect to the Ordinary Shares held by Tianjin Kangyue are made by CICC Kangzhi through an investment committee of CICC Kangrui, currently consisting of four individuals, three of whom are employed by CICC Capital Management. CICC Kangrui is a limited partner of Tianjin Kangyue, of which the general partner is CICC Kangzhi. CICC Kangzhi is also a general partner of Tianjin Kangyue and is controlled by CICC Capital Management through contractual arrangements.

The general partner of CICC Healthcare Investment is CICC HIM, which is in turn controlled by CICC Capital Cayman. The investment and voting decisions with respect to the Ordinary Shares held by CICC Healthcare Investment are made by an investment committee of CICC HIM, currently consisting of four individuals, all employed by CICC Capital Management, three of whom are the same individuals that serve on the investment committee of CICC Kangrui described above.

CICC Listco holds 100% of CICC Capital Management and CICC International, which in turn holds 100% of CICC Capital Cayman.

CICC Kangzhi and CICC Kangrui may be deemed to beneficially own the Ordinary Shares held by Tianjin Kangyue.

Each of CICC Listco, CICC International, CICC Capital Cayman and CICC HIM may be deemed to beneficially own the Ordinary Shares held by CICC Healthcare Investment.

Each of CICC Listco and CICC Capital Management may be deemed to beneficially own the Ordinary Shares held by Tianjin Kangyue and CICC Healthcare Investment.

Because of the arrangements in the Interim Investors Agreement, the parties to that agreement may be deemed to have formed a “group” for purposes of Section 13(d)(3) of the Act. Neither the filing of this Schedule 13D nor any of its contents, however, shall be deemed to constitute an admission by the Reporting Persons that any of them is the beneficial owner of any of the Ordinary Shares beneficially owned by other members of the Buyer Consortium and their respective affiliates for purposes of Section 13(d) of the Act or for any other purpose, and such beneficial ownership is expressly disclaimed.

To the knowledge of the Reporting Persons, none of the Related Persons beneficially owns any Ordinary Shares.

(c) To the best of the Reporting Persons’ knowledge, except as set forth herein, there have been no transactions effected with respect to any Ordinary Shares during the past 60 days by any of the persons named in response to Item 5(a)-(b).

(d) To the best knowledge of the Reporting Persons, except as set forth herein, no person (other than the Reporting Persons) is known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any securities covered by this Schedule 13D.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

The descriptions of the principal terms of the Merger Agreement, Interim Investors Agreement, Support Agreement, Equity Committee Letters and Limited Guarantees under Item 4 are incorporated herein by reference to this Item 6 in their entirety. Copies of the Merger Agreement, Interim Investors Agreement, Support Agreement, and the Equity Committee Letters and Limited Guarantees issued and delivered by Tianjin Kangyue and CICC Healthcare Investment are attached as exhibits to this Schedule 13D and incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons or Related Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder’s fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

**Item 7. Materials to be Filed as Exhibits.**

<b>Exhibit Number</b>	<b>Description</b>
1	<a href="#"><u>Joint Filing Agreement, dated October 20, 2023, by and among CICC Capital Management Co., Ltd., CICC Kangzhi (Ningbo) Equity Investment Management Co., Ltd., CICC Kangrui (No.1) Ningbo Equity Investment Fund Partnership (Limited Partnership), Tianjin Kangyue Business Management Partnership (Limited Partnership), CICC Capital (Cayman) Limited, CICC Healthcare Investment Management Limited and CICC Healthcare Investment Fund, L.P.</u></a>
2	<a href="#"><u>Agreement and Plan of Merger dated October 11, 2023 by and among Genetron Holdings Limited as the Issuer, New Genetron Holding Limited as Parent and Genetron New Co Limited as Merger Sub (incorporated by reference to Exhibit 99.2 to Form 6-K furnished to the SEC by the Issuer on October 11, 2023)</u></a>
3	<a href="#"><u>Interim Investors Agreement dated October 11, 2023 by and among Tianjin Kangyue Business Management Partnership (Limited Partnership), CICC Healthcare Investment Fund, L.P., and other Consortium Members named therein, New Genetron Holding Limited as Parent and Genetron New Co Limited Merger Sub</u></a>
4	<a href="#"><u>Rollover and Support Agreement dated October 11, 2023 by and among Tianjin Kangyue Business Management Partnership (Limited Partnership), CICC Healthcare Investment Fund, L.P., the other Rollover Shareholders named therein and New Genetron Holding Limited as Parent</u></a>
5	<a href="#"><u>Equity Commitment Letter dated October 11, 2023 between Tianjin Kangyue Business Management Partnership (Limited Partnership) and New Genetron Holding Limited</u></a>
6	<a href="#"><u>Equity Commitment Letter dated October 11, 2023 between CICC Healthcare Investment Fund, L.P. and New Genetron Holding Limited</u></a>
7	<a href="#"><u>Limited Guarantee dated October 11, 2023 issued and delivered by Tianjin Kangyue Business Management Partnership (Limited Partnership)</u></a>
8	<a href="#"><u>Limited Guarantee dated October 11, 2023 issued and delivered by CICC Healthcare Investment Fund, L.P.</u></a>



**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 20, 2023

**CHINA INTERNATIONAL CAPITAL CORPORATION LIMITED**

By: /seal/ China International Capital Corporation Limited

/s/ Zhaohui Huang

Name: Zhaohui Huang

Title: President

**CICC CAPITAL MANAGEMENT CO., LTD.**

By: /seal/ CICC Capital Management Co., Ltd.

/s/ Junbao Shan

Name: Junbao Shan

Title: Chairman of Board of Directors

**CICC KANGZHI (NINGBO) EQUITY INVESTMENT MANAGEMENT CO., LTD.**

By: /seal/ CICC Kangzhi (Ningbo) Equity Investment Management Co., Ltd.

/s/ Xia Wu

Name: Xia Wu

Title: Director

**CICC KANGRUI (NO.1) NINGBO EQUITY INVESTMENT FUND PARTNERSHIP (LIMITED PARTNERSHIP)**

By: CICC Kangzhi (Ningbo) Equity Investment Management Co., Ltd., its general partner

By: /seal/ CICC Kangzhi (Ningbo) Equity Investment Management Co., Ltd.

/s/ Xia Wu

Name: Xia Wu

Title: Director

*[Signature Page to Schedule 13D – Genetron Holdings Limited]*

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**TIANJIN KANGYUE BUSINESS MANAGEMENT  
PARTNERSHIP (LIMITED PARTNERSHIP)**

By: CICC Kangzhi (Ningbo) Equity Investment  
Management Co., Ltd., its general partner

By: /seal/ CICC Kangzhi (Ningbo) Equity Investment  
Management Co., Ltd.

/s/ Xia Wu

Name: Xia Wu

Title: Director

**CHINA INTERNATIONAL CAPITAL CORPORATION  
(INTERNATIONAL) LIMITED**

By: /seal/ China International Capital Corporation  
(International) Limited

/s/ Wing Fai Joseph Wong

Name: Wing Fai Joseph Wong

Title: Authorized Signatory

**CICC CAPITAL (CAYMAN) LIMITED**

By: /s/ Junbao Shan

Name: Junbao Shan

Title: Director

**CICC HEALTHCARE INVESTMENT MANAGEMENT  
LIMITED**

By: /s/ Xia Wu

Name: Xia Wu

Title: Director

**CICC HEALTHCARE INVESTMENT FUND, L.P.,**  
acting through its general partner, CICC Healthcare  
Investment Management Limited

By: /s/ Xia Wu

Name: Xia Wu

Title: Director of CICC Healthcare Investment  
Management Limited

*[Signature Page to Schedule 13D – Genetron Holdings Limited]*

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## SCHEDULE A

### DIRECTORS AND EXECUTIVE OFFICERS

In this Schedule A, “CICC Listco” refers to China International Capital Corporation Limited, “CICC Capital Management” refers to CICC Capital Management Co., Ltd.; “CICC Kangzhi” refers to CICC Kangzhi (Ningbo) Equity Investment Management Co., Ltd.; “CICC International” refers to China International Capital Corporation (International) Limited; “CICC Capital Cayman” refers to CICC Capital (Cayman) Limited; and “CICC HIM” refers to CICC Healthcare Investment Management Limited.

#### Directors and Officers of CICC Listco

The table below sets forth the name and present principal occupation or employment of each director and executive officer of CICC Listco. Unless otherwise indicated below, the business address of each such person is 27th and 28th Floor, China World Office 2, 1 Jianguomenwai Avenue, Chaoyang District, Beijing, People’s Republic of China (“PRC”), and each such person is a citizen of the PRC. The business address of Zhaohui Huang, Jiaxing Zhou and Kui Ma is 29th Floor, One International Finance Centre, No.1 Harbour View Street, Central, Hong Kong. Zhaohui Huang and Kong Ping Albert Ng are citizens of Hong Kong Special Administrative Region (“SAR”), PRC. Peter Hugh Nolan is a citizen of United Kingdom. Gang Chu is a citizen of United States of America.

<u>Name</u>	<u>Present Principal Occupation or Employment</u>
<b>Directors:</b>	
Rujun Shen	Chairman of the Board of Directors and Non-executive Director of CICC Listco
Zhaohui Huang	Executive Director and President of CICC Listco
Lixia Tan	Non-executive Director of CICC Listco
Wenwu Duan	Non-executive Director of CICC Listco
Wei Zhang	Non-executive Director of CICC Listco
Lingyan Kong	Non-executive Director of CICC Listco, Director of CICC Capital Management
Yu Zhou	Independent Non-executive Director of CICC Listco
Kong Ping Albert Ng	Independent Non-executive Director of CICC Listco
Zhengfei Lu	Independent Non-executive Director of CICC Listco
Peter Hugh Nolan	Independent Non-executive Director of CICC Listco
<b>Executive Officers:</b>	
Zhaohui Huang	Executive Director and President of CICC Listco
Gang Chu	Chief Operating Officer of CICC Listco; Director of CICC Capital Management; Director of CICC International
Bo Wu	Chief Financial Officer of CICC Listco; Director of CICC International
Long Cheng	Chief Information Officer of CICC Listco
Jiaxing Zhou	Chief Compliance Officer of CICC Listco
Fengwei Zhang	Chief Risk Officer of CICC Listco
Kui Ma	Financial Controller of CICC Listco; Director of CICC Capital Management; Director of CICC International

## Directors and Executive Officers of CICC Capital Management

The table below sets forth the name and present principal occupation or employment of each director and executive officer of CICC Capital Management. The business address of Lingyan Kong, Gang Chu, Kai Luo and Jing Zhou is 27th and 28th Floor, China World Office 2, 1 Jianguomenwai Avenue, Chaoyang District, Beijing, PRC. The business address of Junbao Shan and Liang Long is 25th Floor and 26th Floor, China World Tower B, No.1 Jian Guo Men Wai Avenue, Beijing 100004, PRC. The business address of Kui Ma is 29th Floor, One International Finance Centre, No.1 Harbour View Street, Central, Hong Kong. Unless otherwise indicated below, each such person is a citizen of the PRC. Gang Chu is a citizen of United States of America.

<b>Name</b>	<b>Present Principal Occupation or Employment</b>
<b>Directors:</b>	
Lingyan Kong	Director of CICC Capital Management, Non-executive Director of CICC Listco
Junbao Shan	Director and Chairman of Board of Directors of CICC Capital Management; Director of CICC Capital Cayman
Kui Ma	Director of CICC Capital Management; Director of CICC International; Financial Controller of CICC Listco
Gang Chu	Director of CICC Capital Management; Chief Operating Officer of CICC Listco; Director of CICC International
Liang Long	Director and Manager of CICC Capital Management
<b>Executive Officers:</b>	
Junbao Shan	Director and Chairman of Board of Directors of CICC Capital Management; Director of CICC Capital Cayman
Kai Luo	Finance Director of CICC Capital Management
Jing Zhou	Head of Compliance and Risk Control of CICC Capital Management

## Directors and Executive Officers of CICC Kangzhi

The table below sets forth the name and present principal occupation or employment of the director of CICC Kangzhi. CICC Kangzhi does not have any executive officers. The business address of Xia Wu is 25th Floor and 26th Floor, China World Tower B, No.1 Jian Guo Men Wai Avenue, Beijing 100004, PRC. Xia Wu is a citizen of PRC.

<b>Name</b>	<b>Present Principal Occupation or Employment</b>
<b>Director:</b>	
Xia Wu	Director of CICC Kangzhi; Director of CICC HIM
<b>Executive Officer:</b>	
N/A	

### Directors and Executive Officers of CICC International

The table below sets forth the name and present principal occupation or employment of each director of CICC International. CICC International does not have any executive officers. Unless otherwise indicated below, the business address of each such person is 29th Floor, One International Finance Centre, No.1 Harbour View Street, Central, Hong Kong, and each such person is a citizen of the PRC. The business address of Xinhan Xia is 25th Floor, 125 Old Broad Street, London EC2N 1AR, United Kingdom. The business address of Gang Chu, Qingchuan Liu, Bo Wu and Nan Sun is 27th and 28th Floor, China World Office 2, 1 Jianguomenwai Avenue, Chaoyang District, Beijing, PRC. Xinhan Xia is a citizen of the United Kingdom. Gang Chu is a citizen of United State of America. King Fung Wong is a citizen of Hong Kong SAR, PRC and the United Kingdom.

<b>Name</b>	<b>Present Principal Occupation or Employment</b>
<b>Directors:</b>	
Xinhan Xia	Director of CICC International
Kui Ma	Director of CICC International; Director of CICC Capital Management; Financial Controller of China CICC Listco
Gang Chu	Director of CICC International; Chief Operating Officer of CICC Listco; Director of CICC Capital Management
King Fung Wong	Director of CICC International; Director of CICC Capital Cayman
Qingchuan Liu	Director of CICC International
Bo Wu	Director of CICC International; Chief Financial Officer of CICC Listco
Nan Sun	Director of CICC International
Hanfeng Wang	Director of CICC International
<b>Executive Officer:</b>	
N/A	

### Directors and Executive Officers of CICC Capital Cayman

The table below sets forth the name and present principal occupation or employment of each director of CICC Capital Cayman. CICC Capital Cayman does not have any executive officers. The business address of Soon Wei Stephen Ng is 6 Battery Road, #33-01, Singapore 049909. The business address of King Fung Wong is 29th Floor, One International Finance Centre, No.1 Harbour View Street, Central, Hong Kong. The business address of Junbao Shan is 25th Floor and 26th Floor, China World Tower B, No.1 Jian Guo Men Wai Avenue, Beijing 100004, PRC. Soon Wei Stephen Ng is a citizen of Singapore. King Fung Wong is a citizen of Hong Kong SAR, PRC and the United Kingdom. Junbao Shan is a citizen of PRC.

<b>Name</b>	<b>Present Principal Occupation or Employment</b>
<b>Directors:</b>	
Soon Wei Stephen Ng	Director of CICC Capital Cayman
King Fung Wong	Director of CICC Capital Cayman; Director of CICC International
Junbao Shan	Director of CICC Capital Cayman; Director and Chairman of Board of Directors of CICC Capital Management
<b>Executive Officer:</b>	
N/A	

### Directors and Executive Officers of CICC HIM

The table below sets forth the name and present principal occupation or employment of each director of CICC HIM. CICC HIM does not have any executive officers. The business address of Xia Wu is 25th Floor and 26th Floor, China World Tower B, No.1 Jian Guo Men Wai Avenue, Beijing 100004, PRC. The business address of Jin Wang is 29th Floor, One International Finance Centre, No.1 Harbour View Street, Central, Hong Kong. The business address of Ho Man Vienna Lit is 6 Battery Road, #33-01, Singapore 049909. Xia Wu is a citizen of PRC. Jin Wang is a citizen of Hong Kong SAR, PRC. Ho Man Vienna Lit is a citizen of Hong Kong SAR, PRC.

<b>Name</b>	<b>Present Principal Occupation or Employment</b>
<b>Directors:</b>	
Xia Wu	Director of CICC HIM; Director of CICC Kangzhi
Jin Wang	Director of CICC HIM
Ho Man Vienna Lit	Director of CICC HIM
<b>Executive Officer:</b>	
N/A	

**Joint Filing Agreement**

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, each of the undersigned parties hereby agree to file jointly the statement on Schedule 13D (including any amendments thereto) with respect to the Ordinary Shares, par value \$0.00002 per share, of Genetron Holdings Limited, an exempted company incorporated under the laws of the Cayman Islands.

It is understood and agreed that each of the parties hereto is responsible for the timely filing of such statement on Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein, but such party is not responsible for the completeness and accuracy of information concerning another party making the filing unless such party knows or has reason to believe that such information is inaccurate. It is understood and agreed that a copy of this agreement shall be attached as an exhibit to the statement on Schedule 13D, and any amendments thereto, filed on behalf of the parties hereto.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

*[Signature page follows]*

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Date: October 20, 2023

**CHINA INTERNATIONAL CAPITAL  
CORPORATION LIMITED**

By: /seal/ China International Capital Corporation Limited

/s/ Zhaohui Huang

Name: Zhaohui Huang

Title: President

**CICC CAPITAL MANAGEMENT CO., LTD.**

By: /seal/ CICC Capital Management Co., Ltd.

/s/ Junbao Shan

Name: Junbao Shan

Title: Chairman of Board of Directors

**CICC KANGZHI (NINGBO) EQUITY INVESTMENT  
MANAGEMENT CO., LTD.**

By: /seal/ CICC Kangzhi (Ningbo) Equity Investment  
Management Co., Ltd.

/s/ Xia Wu

Name: Xia Wu

Title: Director

**CICC KANGRUI (NO.1) NINGBO EQUITY  
INVESTMENT FUND PARTNERSHIP  
(LIMITED PARTNERSHIP)**

By: CICC Kangzhi (Ningbo) Equity Investment  
Management Co., Ltd., its general partner

By: /seal/ CICC Kangzhi (Ningbo) Equity Investment  
Management Co., Ltd.

/s/ Xia Wu

Name: Xia Wu

Title: Director

*[Signature Page to Joint Filing Agreement to Schedule 13D – Genetron Holdings Limited]*

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**TIANJIN KANGYUE BUSINESS MANAGEMENT  
PARTNERSHIP (LIMITED PARTNERSHIP)**

By: CICC Kangzhi (Ningbo) Equity Investment  
Management Co., Ltd., its general partner

By: /seal/ CICC Kangzhi (Ningbo) Equity Investment  
Management Co., Ltd.

/s/ Xia Wu

Name: Xia Wu

Title: Director

**CHINA INTERNATIONAL CAPITAL CORPORATION  
(INTERNATIONAL) LIMITED**

By: /seal/ China International Capital Corporation  
(International) Limited

/s/ Wing Fai Joseph Wong

Name: Wing Fai Joseph Wong

Title: Authorized Signatory

**CICC CAPITAL (CAYMAN) LIMITED**

By: /s/ Junbao Shan

Name: Junbao Shan

Title: Director

By: /s/ King Fung Wong

Name: King Fung Wong

Title: Director

**CICC HEALTHCARE INVESTMENT MANAGEMENT  
LIMITED**

By: /s/ Xia Wu

Name: Xia Wu

Title: Director

/s/ Jin Wang

Name: Jin Wang

Title: Director

*[Signature Page to Joint Filing Agreement to Schedule 13D – Genetron Holdings Limited]*

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**CICC HEALTHCARE INVESTMENT FUND, L.P.,**  
acting through its general partner, CICC Healthcare  
Investment Management Limited

By: /s/ Xia Wu

Name: Xia Wu

Title: Director of CICC Healthcare Investment  
Management Limited

/s/ Jin Wang

Name: Jin Wang

Title: Director of CICC Healthcare Investment  
Management Limited

*[Signature Page to Joint Filing Agreement to Schedule 13D – Genetron Holdings Limited]*

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**INTERIM INVESTOR AGREEMENT**

This Interim Investor Agreement (the “Agreement”) is made as of October 11, 2023 by and among Mr. Sizhen Wang (the “Founder”), Tianjin Kangyue Business Management Partnership (Limited Partnership) (“Tianjin Kangyue”), CICC Healthcare Investment Fund, L.P. (“CICC Healthcare,” and together with Tianjin Kangyue, collectively, “CICC”), Surrich International Company Limited (“Wuxi Capital”), Wuxi Huihongyingkang Investment Partnership (Limited Partnership) (“Wuxi Huishan”), CCB (Beijing) Investment Fund Management Co., Ltd. (“CCB”) and Wealth Strategy Holding Limited (“Wealth Strategy”, together with CICC, Wuxi Capital, Wuxi Huishan and CCB, collectively, “Investor Members”), New Genetron Holding Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (“Parent”) and Genetron New Co Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (“Merger Sub”). The Founder and the Investor Members shall be collectively referred to hereinafter as the “Consortium” and individually as a “Consortium Member.” Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Merger Agreement (as defined below).

**RECITALS**

WHEREAS, on the date hereof, Genetron Holdings Limited (the “Company”), Parent, and Merger Sub, have executed an Agreement and Plan of Merger (the “Merger Agreement”), pursuant to which Merger Sub will be merged with and into the Company (the “Merger”), with the Company continuing as the surviving corporation.

WHEREAS, concurrently with the execution and delivery of the Merger Agreement, the Rollover Shareholders (including certain Consortium Members and/or their respective Affiliates) have executed a Support Agreement in favor of Parent, pursuant to which each Rollover Shareholder agrees to, among other obligations, (i) cancel all of their rollover shares as defined therein (the “Rollover Shares” of such Rollover Shareholder) for no cash consideration in the Merger, (ii) subscribe for newly issued ordinary shares of Parent immediately prior to the Closing (the transactions described in (i) and (ii), the “Equity Rollover” of such Rollover Shareholder) and (iii) vote in favor of approval of the Merger Agreement, the Plan of Merger and the Transactions, in each case in accordance with the terms of the Support Agreement. The number of the Rollover Shares of each Consortium Member is set out against its name in column (B) of Schedule 1 hereto.

WHEREAS, on the date hereof, certain Consortium Members, namely Tianjin Kangyue, CICC Healthcare, Wuxi Capital, Wuxi Huishan, CCB and Wealth Strategy have executed equity commitment letters in favor of Parent (the “Equity Commitment Letters”), pursuant to which each such Consortium Member or its Affiliate agrees, subject to the terms and conditions set forth therein, to make an equity investment in Parent (the “Equity Commitment” of such Consortium Member) immediately prior to the Closing in connection with the Transactions. The amount of the Equity Commitment of each Consortium Member is set out against its name in column (C) of Schedule 1 hereto.

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WHEREAS, on the date hereof, each of Tianjin Kangyue, CICC Healthcare, Wuxi Capital, Wuxi Huishan, CCB and Wealth Strategy has executed a limited guarantee (each a “Limited Guarantee”, and collectively, the “Limited Guarantees”) in favor of the Company or a designated wholly owned Subsidiary of the Company with respect to certain obligations of Parent under the Merger Agreement.

WHEREAS, the parties wish to agree to certain terms and conditions that will govern the actions of the Parent and the relationship among the parties with respect to the Transactions.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the parties hereby agree as follows:

## 1. INTERIM COVENANTS

1.1 From the date of this Agreement until the Closing, Parent and the Merger Sub shall not, and the Founder shall cause Parent and the Merger Sub not to, (i) determine that the closing conditions under the Merger Agreement, any other Transaction Document and other documents in connection therewith have been satisfied, or amend or waive any such closing condition, (ii) terminate the Merger Agreement, any other Transaction Document and other documents in connection therewith, or (iii) amend or modify the Merger Agreement, any other Transaction Document and other documents in connection therewith so as to (u) increase or modify in a manner adverse to Parent, Merger Sub or the Investor Members the form or amount of the Merger Consideration or increase in any way the obligations under the Equity Commitment Letters, (v) modify or waive, in a manner adverse to Parent, Merger Sub or the Investor Members, any provisions relating to the Parent Termination Fee or the aggregate cap on monetary damages recoverable by the Company, or otherwise increase the scope or amount of potential liability of Parent, Merger Sub or the Investor Members, (w) materially modify the structure of the Transactions, (x) extend the Long Stop Date, (y) modify treatment of the Company’s equity awards specified in Section 2.02 of the Merger Agreement, or (z) modify or grant any waiver or consent with respect to any matter set forth in Sections 5.01(b), 5.01(j)(iv), 5.01(j)(v) and 5.01(t) (only to the extent relating to the matters described in Sections 5.01(b), 5.01(j)(iv) or 5.01(j)(v)) of the Merger Agreement, or (iv) modify the Merger Agreement, or grant any consent with respect to or waiver of any provision of the Merger Agreement in a manner that has a material and adverse impact on any Investor Member that is disproportionate to the impact on the other Consortium Members, in each case of (i) through (iii), without the prior written consent of each Investor Member, and in the case of (iv), without the prior written consent of the materially and adversely impacted Investor Member, in each case subject to Section 6.2.

1.2 From the date hereof until the Closing, except with the prior written consent of each Investor Member or as specifically required by any of the Transaction Documents, the Founder, Parent and Merger Sub shall not issue (in the Founder’s case cause to be issued), transfer or encumber (or take any action to attempt to transfer or encumber) any or all of the Equity Securities of Parent or Merger Sub (or any beneficial interest therein) in any way, and Parent and Merger Sub shall not, and the Founder and Parent shall procure that each of Parent and Merger Sub shall not, (i) increase, reduce, cancel or transfer any of its registered capital, purchase or redeem any shares or grant any convertible securities, options or warrants over any portion of its share capital; (ii) alter, amend or supplement any of its charter documents; (iii) merge or consolidate with other Person, or participate in any other type of corporate restructuring; (iv) acquire or dispose of, or agree to acquire or dispose of, any assets; (v) create, or agree to create, an encumbrance over any assets; (vi) directly or indirectly, incur any debt or any liability; or (vii) guarantee or secure the obligations of any Person, in each case subject to Section 6.2.

1.3 Parent shall enforce the provisions of the Equity Commitment Letters in accordance with the terms of the Merger Agreement and the Equity Commitment Letters. Each Consortium Member shall (if it has delivered an Equity Commitment Letter) and shall cause each of its Affiliates that has delivered an Equity Commitment Letter (if any) to comply with its obligations thereunder; provided, that no party shall have an independent right under this Agreement to enforce the Equity Commitment Letters against any Consortium Member or its Affiliates, other than as provided in the immediately preceding sentence. Notwithstanding anything in any Equity Commitment Letter to the contrary, prior to the Closing, none of the Consortium Members shall be entitled to assign, sell-down or syndicate any part of its Equity Commitment to any third party (except for any assignment, sell-down or syndication of all or any part of its Equity Commitment to its Affiliates or limited partners of it or its Affiliates (each a "Permitted Syndication")).

1.4 Parent shall enforce the provisions of the Support Agreement in accordance with the terms of the Merger Agreement and the Support Agreement. Each Consortium Member shall (if it is a Rollover Shareholder) and shall cause each of its Affiliates that is a Rollover Shareholder (if any) to comply with such Rollover Shareholder's obligations under the Support Agreement; provided, that no party shall have an independent right under this Agreement to enforce the Support Agreement against any Consortium Member or its Affiliates, other than as provided in the immediately preceding sentence.

1.5 Each Consortium Member shall be entitled to receive, in consideration for its Equity Commitment and Equity Rollover, the number of ordinary shares of Parent with a par value of US\$0.0001 per share ("Parent Shares") as set forth against its name in column (D) of Schedule 1 hereto, representing an ownership percentage in Parent immediately following the Transaction (the "Contemplated Ownership Percentage" of such Consortium Member) as set forth against the name of such Consortium Member in column (E) of Schedule 1 hereto, with such number of Parent Shares and Contemplated Ownership Percentage calculated based on the proportion that (i) the sum of (x) such Consortium Member's Equity Commitment, and (y) the deemed value of such Consortium Member's Rollover Shares (based on the Per Share Merger Consideration) contributed or deemed contributed to Parent by such Consortium Member, bears to (ii) the aggregate value contributed or deemed contributed to Parent by all shareholders (whether in the form of cash, Shares or other consideration). Parent shall issue each Consortium Member's Parent Shares to such Consortium Member and/or any of its Affiliates as such Consortium Member may designate by reasonably advance written notice to Parent.

1.6 Parent shall use its commercially reasonable efforts to provide each Consortium Member with at least five (5) Business Days prior notice of the Closing Date under the Merger Agreement. Any notices received by Parent pursuant to Section 9.2 of the Merger Agreement shall be promptly provided to each Consortium Member at the address set forth in such Consortium Member's Equity Commitment Letter and/or the Support Agreement. The Founder shall use his reasonable efforts to notify the other Consortium Member promptly of any material developments regarding the transactions contemplated by this Agreement, the Merger Agreement and the other transactions contemplated by the Equity Commitment Letters, Limited Guarantees and the Support Agreement.

## **2. REPRESENTATIONS AND WARRANTIES; COVENANTS**

2.1 Each party hereby represents and warrants to the other parties that (i) such party has the requisite power and authority to execute, deliver and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by such party have been duly authorized by all necessary actions on the part of such party and no additional proceedings are necessary to approve this Agreement (in each case to the extent necessary), (iii) this Agreement has been duly executed and delivered by such party and constitutes a valid and binding agreement enforceable in accordance with the terms hereof, and (iv) such party's execution, delivery and performance of this Agreement will not violate (a) any provision of its organizational documents (as applicable) or any material agreement to which such party is a party or by which such party is bound; or (b) subject to obtaining the ODI Approvals (if applicable) any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such party.

2.2 Each of the Investor Members, on behalf of itself and its respective Affiliates, agrees to promptly provide to Parent (consistent with the timing required by the Merger Agreement or applicable Law, as applicable) any information about such Investor Member (or its Affiliates) that Parent reasonably determines is required to be included in (i) the Proxy Statement, (ii) the Schedule 13E-3, or (iii) any other filing or notification with any Governmental Authority in connection with the Transactions, this Agreement, or any other agreement or arrangement to which it (or any of its Affiliates) is a party relating to the Transactions. Each Investor Member shall reasonably cooperate with Parent in connection with the preparation of the foregoing documents to the extent such documents relate to such Investor Member (or any of its Affiliates), and Parent shall notify the Investor Members of the form and terms of such documents and provide the Investor Members with reasonable time and opportunity to review and comment on such documents, which Parent shall consider in good faith. Each Investor Member agrees to permit the Parent and the Company to publish and disclose in the Proxy Statement (including all documents filed with the SEC in accordance therewith), its respective Affiliates' identity and beneficial ownership, and/or ultimate controller (as applicable), of the Shares, ADSs or other Equity Securities of the Company and the nature of such party's commitments, arrangements and understandings under this Agreement, or any other agreement or arrangement to which he or it (or any of its Affiliates) is a party relating to the Transactions (including a copy thereof), to the extent required by applicable Law or the SEC (or its staff). Notwithstanding the foregoing, no Investor Member is required to make available to the other parties any of its internal investment committee materials or analyses or any information which it considers to be commercially sensitive information, except where disclosure of such information is specifically required by applicable Law or the SEC (or its staff).

2.3 Each Consortium Member hereby represents, warrants and covenants to the other Consortium Members that none of the information supplied in writing by such Consortium Member for inclusion or incorporation by reference in the Proxy Statement or Schedule 13E-3 will cause a breach of the representations and warranties of Parent or Merger Sub set forth in the Merger Agreement.

2.4 Each of Parent and Merger Sub hereby represents and warrants to each of Consortium Members that it was formed solely for the purpose of engaging in the Transactions and has not conducted any business prior to the date hereof other than those in connection with the Transactions, and has no, and prior to the Effective Time, will have no, assets (including any equity or other interest in any Person other than Parent's equity interests in Merger Sub), liabilities or obligations of any nature other than those incident to its formation and capitalization pursuant to the Merger Agreement and the Transactions. The Founder hereby represents, warrants and covenants to the other Consortium Members that he has not, and prior to the Effective Time, will not, cause Parent or Merger Sub to take any action inconsistent with the representations and warranties of Parent and Merger Sub in this Section 2.4.

2.5 Each Investor Member shall use its reasonable best efforts to apply for and obtain ODI Approval if such approval is needed for its (or its Affiliates') performance of obligations hereunder and under the Equity Commitment Letter. Each party shall use his or its commercially reasonable efforts (without incurring any cost by such party) to cooperate with each Investor Member in connection with such Investor Member's application for any ODI Approval required for its consummation of the transactions contemplated by this Agreement, the Merger Agreement and the other agreements entered into in connection therewith.

2.6 Each of Parent and Merger Sub has been conducting business at all times in compliance with any anti-corruption laws and anti-money laundering laws to which Parent or Merger Sub may be subject to (as applicable). None of Parent, Merger Sub or any of its respective directors, officers, employees, agents and other persons acting on their behalf (collectively, "Representatives") has, directly or indirectly, offered, authorized, promised, condoned, participated in, consummated, or received notice of any allegation of, (i) the making of any payment or gift or any money or anything of value to any public official for the purpose of influencing any official act or decision of such official or inducing him or her to use his or her influence to affect any act or decision of a governmental authority, in order to assist Parent or Merger Sub to obtain or retain business for, or direct business to Parent or Merger Sub, as applicable, or (ii) the taking of any action by any person which has violated or could reasonably be expected to, constitute a violation of any applicable anti-corruption laws, or (iii) the making of any false or fictitious entries in the books or records of Parent or Merger Sub by any person, or (iv) the using of any assets of Parent or Merger Sub for the establishment of any unlawful or unrecorded fund of monies or other assets, or the making of any unlawful or undisclosed payment. None of Parent, Merger Sub or any Representatives has, directly or indirectly, (i) bribed any Investor Members, Rollover Shareholders or their respective Affiliates, (ii) offered or solicited improper properties or other benefits, or (iii) engaged in any unfair competition or illegal transfer of benefits in any manner.

### 3. TERMINATION FEE

3.1 If the Merger is not consummated and the Parent Termination Fee becomes payable by Parent pursuant to Section 8.06(b) of the Merger Agreement, and any party hereto is a Defaulting Party (as defined below), notwithstanding anything provided under the Limited Guaranties, (a) the Defaulting Party shall be responsible for the entire Parent Termination Fee payable by Parent under Section 8.06(b) of the Merger Agreement and shall promptly pay an amount equal to the Parent Termination Fee to Parent by wire transfer of same day fund within one (1) Business Day following the termination of the Merger Agreement pursuant to Section 8.03(a) or Section 8.03(b) thereof; (b) in the event any of the Company's fees and expenses shall become payable by Parent in accordance with Section 8.06(d) of the Merger Agreement, the Defaulting Party shall be responsible for all such fees and expenses payable by Parent; and (c) in the event that a Non-Defaulting Party's (or the respective Guarantor's) liabilities under the relevant Limited Guarantee become due and payable, the Defaulting Party shall indemnify such Non-Defaulting Party (or the respective Guarantor) in full for all payments made by, and all fees and out-of-pocket expenses incurred by, such Non-Defaulting Party (or the respective Guarantor) under such Limited Guarantee (the obligations of the Defaulting Party under this Section 3.1, collectively, the "Default Obligations"). If there is more than one Defaulting Party, each Defaulting Party shall be responsible for its Pro Rata Portion of the Default Obligations. A Defaulting Party's "Pro Rata Portion" for the purposes of this Section 3.1 is a fraction, the numerator of which is such Defaulting Party's Contemplated Ownership Percentage and the denominator of which is the aggregated Contemplated Ownership Percentage of all Defaulting Parties.

3.2 If the Merger is not consummated and the Parent Termination Fee becomes payable by Parent pursuant to Section 8.06(b) of the Merger Agreement, but no party is a Defaulting Party, then each party who (or whose Affiliate) also executes a Limited Guarantee shall be responsible for its (or its Affiliate's) Guaranteed Percentage (as defined in the respective Limited Guarantee) of (i) Parent Termination Fees under Section 8.06(b) and (ii) Company's fees and expenses under Section 8.06(d) of the Merger Agreement ((i) and (ii) collectively, the "Guaranteed Obligations") in accordance with and subject to the terms and conditions of the Limited Guarantee executed by such party.

3.3 A "Defaulting Party" is a party hereto, the failure of whom or whose Affiliate to perform its obligation under this Agreement or, to the extent it is a party, the Support Agreement or the Equity Commitment Letter, results in the failure of the Merger to consummate. A "Non-Defaulting Party" is a party hereto who is not a Defaulting Party.

3.4 The parties shall be entitled to receive any termination, break-up or other fees or amounts payable to Parent by the Company pursuant to the Merger Agreement, to be allocated ratably in proportion to their respective Contemplated Ownership Percentages, net of the costs and expenses incurred by the Consortium in connection with the Transaction, including the fees, expenses and disbursements of Consortium Advisors retained by the Consortium (but other than fees and costs of any Separate Advisors who were retained by a party in accordance with Section 4.5 unless otherwise agreed to by the parties in writing).

#### 4. CERTAIN FEES AND EXPENSES

4.1 If the Merger is not consummated and any party hereto is a Defaulting Party with respect to such failure of the Merger to consummate, the parties agree that the Defaulting Party or Defaulting Parties shall bear the full amount of the Consortium Expenses, the DD Expenses and reimburse each Non-Defaulting Party and their respective Affiliates (other than the Company and its subsidiaries) for all of their other out-of-pocket costs and expenses incurred in connection with the Merger, and the fees, expenses and disbursements of any Separate Advisors to each Non-Defaulting Party engaged pursuant to Section 4.5, if any, without prejudice to any claims, rights, and remedies otherwise available to Parent, Merger Sub, or such Non-Defaulting Party and its Affiliates (including those under Section 3.1 hereof).

4.2 If the Merger is not consummated and no party hereto is a Defaulting Party, the parties agree that (i) each party shall bear the fees and out-of-pocket expenses payable by such party in connection with the Transactions incurred prior to the termination of this Agreement; and (ii) each party shall bear its portion (based on such party's respective Guaranteed Percentage) of the Consortium Expenses. Notwithstanding the foregoing, (i) the fees, expenses and disbursements of any Separate Advisors engaged pursuant to Section 4.5 and the other out-of-pocket costs and expenses incurred in connection with any legal due diligence investigation conducted by CICC with respect to the Company, including any fees, expenses and disbursements payable to the Separate Advisors retained for such purposes (collectively, the "DD Expenses"), shall be borne solely by CICC, Surrich International Company Limited and CCB (Beijing) Investment Fund Management Co., Ltd., in proportion to such party's respective Guaranteed Percentage, (ii) the fees, expenses and disbursements of any Separate Advisors engaged pursuant to Section 4.5 and the other out-of-pocket costs and expenses incurred in connection with any due diligence investigation conducted by other Investor Members with respect to the Company shall be borne solely by such Investor Members, and (iii) for the avoidance of doubt, the sharing of any Guaranteed Obligation shall be governed by Section 3.2 and not by this Section 4.2.

4.3 Upon consummation of the Merger and from time to time thereafter, Parent shall or shall cause the Surviving Company to reimburse each party hereto for, or pay on behalf of such party, as the case may be, all DD Expenses, all Consortium Expenses and all other fees and out-of-pocket expenses incurred by Consortium Members in connection with the Merger (including reasonable costs and expenses incurred in the defense, response, pursuit or settlement of any disputes, subpoena, arbitration or litigation relating to this Agreement or the Transactions), other than the fees, expenses and disbursements of any Separate Advisors engaged pursuant to Section 4.5 (unless they constitute DD Expenses).

4.4 For the purpose of this Agreement, "Consortium Expenses" means all fees and out-of-pocket expenses incurred by the Consortium in connection with the Transactions (including without limitations, (i) fees, reasonable expense and disbursements of joint advisors and/or consultants of the Consortium (the "Consortium Advisors"), but excluding any fees, expenses and disbursement of any Separate Advisors retained by parties pursuant to Section 4.5 unless and only to the extent such appointment and expenses are otherwise agreed to by the parties in advance in writing, (ii) fees and expenses incurred in connection with the Escrow Account(s) set up by Parent and each of the Sponsors pursuant to the terms of Equity Commitment Letters and Escrow Agreement(s), including the fees charged by the Escrow Agent (each as defined in the Equity Commitment Letters), and (iii) reasonable costs and expenses incurred in the defense, response, pursuit or settlement of any disputes, subpoena, arbitration or litigation relating to this Agreement or the Transactions (in which cases, whether such fees and expenses are incurred prior to the termination of this Agreement or not)), in each case as supported by invoice with reasonable detail and as confirmed by the Founder and CICC.



4.5 For the purpose of this Section 4, the Consortium Members agree that Skadden, Arps, Slate, Meagher & Flom LLP has been retained and shall act as U.S. legal counsel to the Consortium as a Consortium Advisor, and King & Wood Mallesons has been retained and shall act as PRC legal counsel to the Consortium as a Consortium Advisor. Each party may retain other advisor(s) (the "Separate Advisors") if such party requires separate representation in connection with specific issues arising out of the Transaction, provided that such party shall (i) provide prior notice to other Consortium Members, and (ii) subject to Sections 4.1, 4.2, 4.3 and 5 be solely responsible for the fees and expenses of such Separate Advisors.

4.6 Without prejudice to anything set forth under Sections 4.1, 4.2 and 4.3, to the extent any Investor Member becomes a Failing Investor, the participation of which in the Transactions is terminated pursuant to Section 6.2, such Investor Member shall bear its portion to Consortium Expenses, the DD Expenses and such other fees and expenses incurred prior to the termination of its participation in the Transaction. For the avoidance of doubt, a Failing Investor which is a Defaulting Party shall bear the full amount of the Consortium Expenses, the DD Expenses and make other reimbursements pursuant to Section 4.1.

4.7 The provisions under this Section 4 constitute the entire agreement, and supersede in full, all prior agreements, understanding, negotiations and statements, both written and oral, among the parties hereto or any of their Affiliates with respect to the subject matter contained herein.

## **5 INDEMNIFICATION AND REIMBURSEMENT**

Not with prejudice to anything hereunder, especially the agreements under Sections 3 and 4, each party hereto (an "Indemnifying Party") hereby agrees to indemnify, reimburse and hold harmless the other parties hereto (each, an "Indemnified Party") from and against all reasonable costs and expenses (collectively, the "Costs") actually incurred or accrued by the Indemnified Party (including reasonable fees and expenses of counsel) in connection with the collection of any unpaid amount due from such party under Sections 3 and 4 of this Agreement.

## 6 EXCLUSIVITY; SHAREHOLDERS AGREEMENT; NO ACQUISITION OF ADDITIONAL SECURITIES

6.1 Commencing from the date hereof and ending on the earlier of (i) the Closing and (ii) the termination of this Agreement pursuant to Section 7.1, unless otherwise agreed to or consented to in writing in advance by the other parties, each of the Founder and Investor Members shall:

- (a) work and cause its or his Affiliates (for purpose of this Section 6.1, the Founder's Affiliates shall not include any Group Company) to exclusively work with the other parties and their Affiliates to implement the Merger, including to prepare, negotiate and finalize the transaction documents contemplated herein or otherwise in connection with the Merger;
- (b) not enter into any agreement, arrangement or understanding with any other potential investor or acquirer, group of investors or acquirors, or the Company or any of its Representatives with respect to the subject matter of this Agreement and the Merger Agreement or any other similar transaction involving the Company;
- (c) not, directly or indirectly, either alone or with or through any Affiliates or Representatives authorized to act on its or his behalf (i) make a Competing Proposal, or solicit, encourage, facilitate or join with any other Person in the making of, any Competing Proposal, (ii) provide any information to any third party with a view to the third party or any other Person pursuing or considering to pursue a Competing Proposal, (iii) finance or offer to finance any Competing Proposal, including by offering any equity or debt finance, or contribution of Shares of the Company or any beneficial ownership thereof or provision of a voting agreement, in support of any Competing Proposal, (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding, or do, anything that is inconsistent with the provisions of this Agreement or the transaction as contemplated under this Agreement, (v) dispose of any Shares of the Company or any beneficial ownership thereof, or directly or indirectly (A) Transfer or permit the Transfer by any of its Affiliates of an interest (including without limitation any beneficial interest) in any Shares of the Company, (B) enter into any contract, option or other arrangement or understanding with respect to a transfer or limitation on voting rights of any of the Shares of the Company or any beneficial ownership thereof, or any right, title or interest thereto or therein, or (C) deposit any Shares of the Company or any beneficial interest therein into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Shares of the Company, in each case of (A) through (C), except as expressly contemplated or permitted under this Agreement or the Transaction Documents, (vi) take any action that would reasonably be expected to have the effect of preventing, disabling or delaying such party from performing its obligations under this Agreement, or (vii) solicit, encourage, facilitate, induce or enter into any negotiation, discussion, agreement or understanding (whether or not in writing and whether or not legally binding) with any other Person regarding the matters described in clauses (i) to (vi) above;
- (d) immediately cease and terminate, and cause to be ceased and terminated, all existing activities, discussions, conversations, negotiations and other communications with all Persons conducted heretofore with respect to a Competing Proposal; and

- (e) promptly notify the other parties if it or he or, to its or his knowledge, any of its or his Representatives receives any approach or communication with respect to any Competing Proposal, including in such notice the identity of the other Persons involved and the nature and content of the approach or communication, and provide the other parties with copies of any written communication.

For the avoidance of doubt, nothing in this Section 6.1 shall prevent the Founder or any Affiliate or Representative of any Investor Member from taking any action in his capacity as a director or officer of the Company, if he determines, in his good faith judgment upon advice by the outside legal counsel of the Company, that failure to take such action is inconsistent with his fiduciary duties under applicable Law.

For the purpose of this Section 6.1, a “Competing Proposal” shall mean a proposal, offer or invitation to the Company, a party hereto or any of their respective Affiliates (other than the Transaction), that relates to a Competing Transaction.

6.2 Notwithstanding anything to the contrary under this Section 6, in the event that the Closing Conditions (other than the ODI Approval with respect to the Failing Investor (as defined below)) are satisfied or validly waived (subject to the requirements in Section 1.1), and the Consortium Members (other than the Failing Investor) are willing to proceed with the Closing, (A) the Founder shall be allowed to solicit, encourage, facilitate or otherwise invite new investor(s) to join the Consortium for the purpose of consummating the Transactions, and (B) such other Consortium Members, together with the new investor(s) so identified by the Founder, may proceed with the Closing by first terminating the participation in the Transactions of any Investor Member (a) that has not (or whose Affiliate has not) obtained the ODI Approval for its or its Affiliate’s participation in the Transaction as of the later of (x) the date that is six months prior to the Long Stop Date (which, for the purpose of this Agreement, does not include any extension permitted under the Merger Agreement) and (y) the date when the Closing Conditions (other than the ODI Approval with respect to the Failing Investor) are satisfied or validly waived (subject to the requirements in Section 1.1), or (b) that asserts (or whose Affiliate asserts) in writing its or its Affiliate’s unwillingness to fulfill its Commitment (a “Failing Investor”), such termination right to be exercised by the Founder; provided, that such termination shall not affect the rights of the remaining Consortium Members against such Failing Investor with respect to such failure or declination to fund, which rights shall be as provided in Section 3 and Section 4 hereof; provided however in the absence of any breach of its obligations under Section 2.5 hereof, a failure of any Investor Member to obtain the ODI Approval for its or its Affiliate’s participation in the Transaction shall not in any event, in and of itself constitute a breach by such Investor Member or any of its Affiliate of any terms of this Agreement, the Support Agreement, or the Equity Commitment Letters to which such Investor Member or any of its Affiliate is a party. In the event the Founder terminates a Failing Investor’s participation in the Transactions, the amount of such Failing Investor’s Equity Commitment shall be offered to new investors in such amounts as may be determined by the Founder. Notwithstanding anything to the contrary contained herein, (i) from and after the time an Investor Member becomes a Failing Investor as defined in sub-clause (b) of this Section 6.2, or the Founder terminates the participation in the Transactions of a Failing Investor as defined in sub-clause (a) of this Section 6.2, the approval or consent of such Failing Investor shall not be required for any purposes under this Agreement, and (ii) CICC Healthcare will in no event be deemed as a Failing Investor and the Founder may in no event terminate CICC Healthcare’s participation in the Transactions, in connection with or as a result of any failure to obtain the ODI Approval required for Tianjin Kangyue’s participation in the Transactions.

6.3 The parties shall negotiate in good faith and enter into concurrently with the Effective Time a shareholders agreement governing their respective rights and obligations in the Parent after the consummation of the Transaction, which shall contain terms that are (subject to mutually agreed changes) consistent with the terms set forth in the SHA Term Sheet, and such other corporate governance and shareholders protective terms customary for a privately-held company as mutually agreeable to each Consortium Member. In the event that the Consortium Members are unable to agree on the terms of the shareholders' agreement, the terms set forth in the SHA Term Sheet shall govern with respect to the matters set forth therein following the Effective Time and until such time as the Consortium Members enter into a shareholders' agreement. "SHA Term Sheet" means the term sheet with respect to the key terms of shareholder rights and corporate governance of Parent attached hereto as Exhibit 1.

6.4 Without the prior written consent of each other Consortium Member, no Consortium Member may (and such Consortium Member shall cause its Affiliates not to), directly or indirectly, acquire Beneficial Ownership of any Shares or other Equity Securities in the Company.

## 7 MISCELLANEOUS

7.1 Effectiveness; Termination. This Agreement shall become effective on the date hereof and shall terminate (except with respect to Sections 3,4, 5 and 7) upon the earlier of (i) the Effective Time of the Merger and (ii) the termination of the Merger Agreement in accordance with its terms; provided, that any liability for failure to comply with the terms of this Agreement shall survive such termination.

7.2 Amendment. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by each party hereto.

7.3 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

7.4 Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. The parties hereby acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and damages alone would not be sufficient remedy for any actual or threatened breach of this Agreement and that each party shall be entitled to seek the remedy of injunction, specific performance and other legal and equitable relief for any breach of this Agreement (without posting a bond or other security) in addition to any other remedies available to it at law or in equity.

7.5 Announcement. No announcements or other public statement regarding the subject matter of this Agreement shall be issued or made by Parent, Merger Sub or any Consortium Member or any of their respective Affiliates without the prior written consent of all Consortium Members, which consent shall not be unreasonably withheld, delayed or conditioned, except to the extent that any such announcements or statements are required by applicable Law, a court of competent jurisdiction, a regulatory body or securities exchange, and then only after the form and terms of such announcements or statements have been notified to the Consortium Members and the Consortium Members have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable. Notwithstanding the foregoing, any Consortium Member may make any Schedule 13D filings, or amendments thereto, in respect of the Company that such Consortium Member reasonably believes is required under applicable Law without the prior written consent of the other Consortium Members, provided that such Consortium Member shall coordinate with the other Consortium Members in good faith regarding the content and timing of such filings or amendments in connection with the Transactions.

7.6 Confidentiality.

(a) Except as permitted under this Section 7.6, each party shall not, and shall direct his or its Affiliates and Representatives not to, disclose any Confidential Information (as defined below) received by it or him (the "Recipient") from any other party (the "Discloser"). Each Party shall not and shall direct his or its Affiliates and Representatives not to, use any Confidential Information for any purpose other than for the purposes of this Agreement or the Transactions. "Confidential Information" includes (i) all written, oral or other information obtained in confidence by one party from any other party in connection with this Agreement or the Transactions, unless such information (A) is already known to such party prior to the disclosure thereof by the Discloser or is provided to such party by others not known by such party to be bound by a duty of confidentiality to the Discloser, or (B) is or becomes publicly available other than through a breach of this Agreement by such party or is developed independently by or for such party without using any Confidential Information, and (ii) the existence or terms of, and any negotiations or discussions relating to, this Agreement and any definitive documentation in connection with the Transactions, including the Merger Agreement.

(b) Subject to Section 7.6(c), the Recipient shall safeguard and, upon the termination of this Agreement return to the Discloser or destroy (in the Recipient's sole discretion and with written confirmation thereof by the Recipient), on demand, any Confidential Information which falls within clause (i) of the definition of Confidential Information, provided the Consortium Members may retain (i) copies of such Confidential Information in order to comply with legal, regulatory or internal policy requirements and (ii) any electronic data stored on the back-up tapes of the Recipient's hardware.

(c) Each Party acknowledges that, in relation to Confidential Information received from the other Parties, the obligations contained in this Section 7.6 shall continue to apply for a period of eighteen (18) months following termination of this Agreement pursuant to Section 7.1, unless otherwise agreed in writing.

(d) Notwithstanding anything to the contrary in this Agreement, a party may disclose Confidential Information (i) to those of his or its Affiliates and Representatives as such party reasonably deems necessary to give effect to or enforce this Agreement, but only on a confidential basis; or (ii) if required by applicable Law or the rules and regulations of any national securities exchange or Governmental Authority of competent jurisdiction over a Party or pursuant to whose rules and regulations such disclosure is required to be made, but only after the form and terms of such disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable.

7.7 Governing Law; Dispute Resolution; Jurisdiction. This Agreement shall be interpreted, construed and governed by and in accordance with the laws of New York without regard to the conflicts of law principles thereof. Subject to the last sentence of this Section 7.7, any action arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) shall be submitted to HKIAC and resolved in accordance with the Administrative Arbitration Rules of HKIAC. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s) shall nominate jointly one Arbitrator; the respondent(s) shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Administrative Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

7.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that this Agreement or any of the rights, interests or obligations hereunder may be assigned by an Investor Member to an Affiliate of such party hereto or in connection with a Permitted Syndication; provided that the party making such assignment shall not be released from its obligations hereunder. Any attempted assignment in violation of this Section 7.8 shall be void.

7.9 Counterparts. This Agreement may be executed in any number of counterparts (including by e-mail of PDF or scanned versions or facsimile), each such counterpart when executed being deemed to be an original instrument, and all such counterparts shall together constitute one and the same agreement.

7.10 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Consortium Members may be partnerships, limited liability companies, corporations or other entities, Parent, Merger Sub and each Consortium Member covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against and no personal liability shall attach to, be imposed on or otherwise be incurred by any former, current or future direct or indirect holder of any equity, stock, general or limited partnership or limited liability company interest, controlling Person, management company, portfolio company, incorporator, director, officer, employee, agent, advisor, attorney, representative, Affiliate, members, managers, general or limited partners, shareholders, stockholders, assignees of any Consortium Member (other than any permitted assignee under Section 7.8) or of any former, current or future direct or indirect holder of any equity, stock, general or limited partnership or limited liability company interest, controlling Person, management companies, portfolio companies, incorporators, directors, officers, employees, agents, advisors, attorneys, representatives, Affiliates, members, managers, general or limited partners, shareholders, stockholders, or assignees (other than any permitted assignee under Section 7.8) of any of the foregoing, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, for any obligation of any Consortium Member under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation (in each case other than against parties to this Agreement, the Support Agreement, the Equity Commitment Letters, the Limited Guarantees (as applicable) or such other document or instrument as expressly provided therein and their respective successors and assigns).

7.11 No Third Party Beneficiaries. Except for the Persons referenced in Section 7.10, each of which is an intended third party beneficiary under Section 7.10, nothing in this Agreement shall be construed as giving any person, other than the parties hereto and their heirs, successors, legal representatives and permitted assignees any right, remedy or claim under or in respect of this Agreement or any provision hereof.

7.12 Entire Agreement. This Agreement, the Merger Agreement, the Limited Guarantees, the Equity Commitment Letters, the Support Agreement and any other agreement or instrument referenced under any of the foregoing constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

7.13 Notice. All notices and other communications hereunder shall be in writing in the English language and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or email (unless an error message is generated with respect to such delivery by facsimile or email), (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier, or (c) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail (return receipt requested, postage prepaid). All notices hereunder shall be delivered to the addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.13):

(i) If to any Consortium Member, at the address set forth in such Consortium Member's Equity Commitment Letter and/or the Support Agreement;

(ii) If to Parent or Merger Sub:

Address: 1-2/F, Building 11, Zone 1, No. 8 Life Science Parkway, Changping District, Beijing, 102206, People's Republic of China

Attention: Mr. Sizhen Wang

Email:

7.14 Definitions. For the purposes of this Agreement:

"Affiliate" shall have the meaning ascribed to such term in Rule 12b-2 under the U.S. Securities Exchange Act of 1934, as amended, including, for the avoidance of doubt, with respect to an Investor Member, any affiliated investment funds or investment vehicles that are advised, managed or sponsored by the general partner or investment manager of such Investor Member or any Affiliate thereof; provided, however, that with respect only to Investor Members that are private equity funds in the business of making investments in portfolio companies managed independently, including without limitation, Tianjin Kangyue and CICC Healthcare, no portfolio company of any such Investor Member or its Affiliates (including any portfolio company of any affiliated investment fund or investment vehicle of the Investor Member or such funds) shall be deemed to be an Affiliate of such Investor Member; provided further that solely for the purposes of Sections 6 and 7.5, "Affiliate" of Tianjin Kangyue means any Subsidiary of Tianjin Kangyue, and "Affiliate" of CICC Healthcare means any Subsidiary of CICC Healthcare.

7.15 No use of Name or Logo

Without the prior written consent of CICC, no party (other than CICC) shall, and each such party shall cause its Affiliates not to, (a) use in advertising, publicity, announcements, or otherwise, the name of CICC, or any of its Affiliates, including "China International Capital Corporation", " ", "CICC", " ", "CICC Capital", " ", either alone or in combination with any associated devices and logos of the above brands or any company name, trade name, trademark, service mark, domain name, device, design, symbol or any abbreviation, contraction or simulation thereof owned or used by CICC or any of its Affiliates, except in connection with the use of such name in the Proxy Statement, the Schedule 13E-3 or any other filing or notification with any Governmental Authority in connection with the Transactions, or (b) represent, directly or indirectly, that any products or services provided by such party have been approved or endorsed by CICC or any of their Affiliates.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

**Mr. Sizhen Wang**

/s/ Sizhen Wang

*[Signature Page to Interim Investor Agreement]*

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IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

**Wuxi Huihongyingkang Investment  
Partnership (Limited Partnership)**

/seal/

/s/ Chunlei Zhang

By: Chunlei Zhang

Title: Authorized Representative of  
Executive Partner

*[Signature Page to Interim Investor Agreement]*

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IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

**Wealth Strategy Holding Limited**

/s/ Kung Hung Ka

By: Kung Hung Ka

Title: Director

*[Signature Page to Interim Investor Agreement]*

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IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

**Surrich International Co., Ltd.**

( )

/s/ PENG Yanbao

By: PENG Yanbao ( )

Title: Director

*[Signature Page to Interim Investor Agreement]*

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IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

**CICC Healthcare Investment Fund, L.P.**

By: CICC Healthcare Investment Management Limited,  
its general partner

By: /s/ Xia Wu

Name: Xia Wu

Title: Director

/s/ Jin Wang

Name: Jin Wang

Title: Director

*[Signature Page to Interim Investor Agreement]*

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IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

**Tianjin Kangyue Business  
Management Partnership (Limited Partnership)**  
( )

By: /seal/ Tianjin Kangyue Business Management  
Partnership (Limited Partnership)

/s/ Xia Wu

Name: Xia Wu

Title: Authorized Signatory

*[Signature Page to Interim Investor Agreement]*

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IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

**CCB (Beijing) Investment Fund Management Co., Ltd.**

/seal/

/s/ Yeqiang Wang

By: Yeqiang Wang

Title: Legal Representative

*[Signature Page to Interim Investor Agreement]*

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IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

**New Genetron Holding Limited**

/s/ Sizhen Wang

By: Sizhen Wang

Title: Director

*[Signature Page to Interim Investor Agreement]*

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IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

**Genetron New Co Limited**

/s/ Sizhen Wang

By: Sizhen Wang

Title: Director

*[Signature Page to Interim Investor Agreement]*

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**SCHEDULE 1**

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**EXHIBIT 1**

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**ROLLOVER AND SUPPORT AGREEMENT**

This ROLLOVER AND SUPPORT AGREEMENT (this "Agreement") is entered into as of October 11, 2023 by and between New Genetron Holding Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands ("Parent") and the persons set forth on Schedule A hereto (each, a "Rollover Shareholder", and collectively, "Rollover Shareholders"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent, Genetron New Co Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands and a wholly owned Subsidiary of Parent ("Merger Sub"), and Genetron Holdings Limited, an exempted company with limited liability incorporated under the Laws of the Cayman Islands (the "Company") have, concurrently with the execution of this Agreement, entered into an Agreement and Plan of Merger, dated as of the date hereof (as amended, restated or supplemented from time to time, the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving company and a wholly owned Subsidiary of Parent (the "Merger"), upon the terms and subject to the conditions set forth therein;

WHEREAS, on the date hereof, each of the Sponsors (or their respective Affiliates, as defined in the Merger Agreement), Mr. Sizhen Wang, Parent and Merger Sub entered into an Interim Investor Agreement (as may be amended, supplemented or otherwise modified from time to time, the "Interim Investor Agreement"), which governs certain actions of the parties thereto with respect to the Merger Agreement, the Equity Commitment Letters, the Limited Guarantees and certain other matters;

WHEREAS, as of the date hereof, each Rollover Shareholder is a "beneficial owner" (which, for the purpose of this agreement, shall have the meaning as defined in Rule 13d-3 under the Exchange Act) of the Shares (including, for the purpose of this Agreement, Shares represented by ADSs) as set forth opposite its or his name on Schedule A (with respect to each Rollover Shareholder, the "Rollover Shares") (the Rollover Shares, together with any other Shares or Equity Securities of the Company acquired, whether beneficially or of record, by such Rollover Shareholder after the date hereof and prior to the earlier of the Effective Time and the termination of all of such Rollover Shareholder's obligations under this Agreement, including any Shares acquired by means of purchase, dividend or distribution, or issued upon the exercise or vesting of any award under any Company Share Plan, or any other options or warrants, or the conversion of any convertible securities or otherwise, being collectively referred to herein as the "Securities");

WHEREAS, in order to induce Parent and Merger Sub to enter into the Merger Agreement and consummate the Transactions and in connection with the consummation of the Merger, each Rollover Shareholder agrees to (a) on the terms and subject to the conditions herein, vote all of the Securities in favor of the authorization and approval of the Merger Agreement, the Plan of Merger and the consummation of the Transactions, and (b) have its or his Rollover Shares cancelled for no cash consideration in exchange for newly issued ordinary shares, par value US\$0.0001 per share, of Parent (the "Parent Shares"), upon the terms and conditions set forth herein;

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WHEREAS, the Rollover Shareholders acknowledge that Parent and Merger Sub are entering into the Merger Agreement in reliance on the representations, warranties, covenants and other agreements of the Rollover Shareholders set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### VOTING; GRANT AND APPOINTMENT OF PROXY

Section 1.1 Voting. During the period commencing on the date hereof and continuing until the termination of this Agreement in accordance with its terms (the "Term"), at the Shareholders Meeting or any other meeting (whether annual or extraordinary) of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) through (f) hereof is to be considered (and any adjournment or postponement thereof), or in connection with any written resolution of the Company's shareholders, each Rollover Shareholder hereby irrevocably and unconditionally agrees that it or he shall, and shall cause its or his Affiliates to, (i) in the case of a meeting, appear or cause its or his representative(s) to appear at such meeting or otherwise cause its or his Securities to be counted as present thereat for purposes of determining whether a quorum is present and (ii) vote or cause to be voted (including by proxy or written resolution, if applicable) all of such Rollover Shareholder's Securities:

(a) in favor of the authorization and approval of the Merger Agreement, the Plan of Merger and the Transactions,

(b) against the approval of any Competing Transaction or any action contemplated by a Competing Transaction, or any other transaction, proposal, agreement or action made in opposition to the authorization or the approval of the Merger Agreement or in competition with, mutually exclusive with or inconsistent with the Merger and the other Transactions,

(c) against any other action, agreement or transaction that is intended, that would reasonably be expected, or the effect of which would reasonably be expected, to impede, interfere with, delay, postpone, discourage or adversely affect the Merger or any of the other Transactions or this Agreement or the performance by such Rollover Shareholder of its or his obligations under this Agreement including, without limitation: (i) any extraordinary corporate transaction, such as a scheme of arrangement, merger, consolidation or other business combination involving the Company or any of its Subsidiaries, other than the Merger; (ii) a sale, lease or transfer of a material amount of assets of the Company or any of its Subsidiaries or a reorganization, recapitalization or liquidation of the Company or any of its Subsidiaries; (iii) an election of new members to the board of directors of the Company, other than nominees to the board of directors of the Company who (x) are serving as directors of the Company on the date of this Agreement or as otherwise provided in the Merger Agreement or (y) replace directors of the Company appointed by such Rollover Shareholder; (iv) any material change in the present capitalization or dividend policy of the Company or any amendment to the Company's memorandum or articles of association, except if approved in writing by Parent; or (v) any other action that would require the consent of Parent pursuant to the Merger Agreement, except if approved in writing by Parent,

(d) against any action, proposal, transaction or agreement that would reasonably be expected to result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of such Rollover Shareholder contained in this Agreement,

(e) in favor of any adjournment or postponement of the Shareholders Meeting or other annual or extraordinary meeting of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) through (f) hereof is to be considered as may be reasonably requested by Parent in order to consummate the Transactions, including the Merger, and

(f) in favor of any other matter necessary or reasonably requested by Parent to effect the Transactions.

Section 1.2 Grant of Irrevocable Proxy; Appointment of Proxy.

(a) Each Rollover Shareholder hereby irrevocably and unconditionally appoints Parent and any designee thereof, each of them individually, as its or his true and lawful proxy and attorney-in-fact (with full power of substitution), to vote or cause to be voted (including by proxy or written resolution, if applicable) the Securities solely in respect of the matters described in and in accordance with Section 1.1 above at the Shareholders Meeting or other annual or extraordinary meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, at which any of the matters described in Section 1.1 above is to be considered. Each Rollover Shareholder represents that all proxies, powers of attorney, instructions or other requests given by it or him prior to the execution of this Agreement in respect of the voting of its or his Securities, if any, have been revoked or substituted by Parent and any designee thereof with respect to such Rollover Shareholder's Securities to the extent that such prior proxies, powers of attorney, instructions or other requests conflict or are inconsistent with the proxy granted under this Section 1.2. Each Rollover Shareholder shall take (or cause to be taken) such further action or execute such other instruments as may be necessary to give effect to this proxy.

(b) Each Rollover Shareholder affirms that the irrevocable proxy set forth in this Section 1.2 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Rollover Shareholder under this Agreement. Each Rollover Shareholder further affirms that the irrevocable proxy is coupled with an interest and, except as set forth in this Section 1.2, is intended to be durable and irrevocable prior to the termination of this Agreement. If for any reason the proxy granted herein is not irrevocable, then such Rollover Shareholder agrees to vote its or his respective Securities in accordance with Section 1.1 above as instructed in writing by Parent, or any designee of Parent prior to the termination of this Agreement.

Section 1.3 Restrictions on Transfer. Except as provided for in Article III below or pursuant to the Merger Agreement, each Rollover Shareholder hereby agrees that, from the date hereof until the termination of this Agreement, it or he shall not, and shall cause its or his respective Affiliates not to, directly or indirectly, (a) dispose of any Securities of the Company or any beneficial ownership thereof, or directly or indirectly (x) sell, transfer, assign, tender in any tender or exchange offer, pledge, grant, encumber, hypothecate or otherwise similarly dispose of (by merger, testamentary disposition, operation of law or otherwise) (collectively, "Transfer") or permit the Transfer by any of its Affiliates of an interest (including without limitation any beneficial interest) in any Securities of the Company, (y) enter into any Contract, option or other arrangement or understanding with respect to a Transfer or limitation on voting rights of any of the Securities of the Company or any beneficial ownership thereof, or any right, title or interest thereto or therein, unless such Transfer is a Permitted Transfer, (b) deposit any Securities into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement, (c) exercise, convert or exchange, or take any action that would result in the exercise, conversion or exchange, of any Securities, or (d) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (a) through (c). Any purported Transfer or any Contract, option or other arrangement or understanding with respect to the Transfer of any Securities or any interest therein (a "Derivative Transaction") in violation of this Section 1.3 shall be null and void.

## ARTICLE II

### NO SOLICITATION

Section 2.1 Restricted Activities. During the Term, each Rollover Shareholder, solely in its or his capacity as a shareholder of the Company, shall not, directly or indirectly, either alone or with or through any Affiliates or Representatives authorized to act on its or his behalf: (i) make a Competing Proposal, or solicit, encourage, facilitate or join with any other Person in the making of, any Competing Proposal, (ii) provide any information to any third party with a view to the third party or any other Person pursuing or considering to pursue a Competing Proposal, (iii) finance or offer to finance any Competing Proposal, including by offering any equity or debt finance, or contribution of Securities of the Company or any beneficial ownership thereof or provision of a voting agreement, in support of any Competing Proposal, (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding, or do, anything that is inconsistent with the provisions of this Agreement or the transaction as contemplated under this Agreement or (v) or solicit, encourage, facilitate, induce or enter into any negotiation, discussion, agreement or understanding (whether or not in writing and whether or not legally binding) with any other Person regarding the matters described in clauses (i) to (iv) above. For the purpose of this Agreement, "Competing Proposal" shall mean a proposal, offer or invitation to the Company, a party hereto or any of their respective Affiliates (other than the Transaction), that relates to a Competing Transaction.

Section 2.2 Notification. Each Rollover Shareholder, solely in its or his capacity as a shareholder of the Company, shall and shall cause its or his Affiliates as applicable to, immediately cease and cause to be terminated any discussions or negotiations with any parties that may have been conducted heretofore with respect to a Competing Proposal. During the Term, each Rollover Shareholder shall promptly advise each other party of (a) any Competing Proposal, (b) any request for non-public information relating to the Company or any of its Subsidiaries, and (c) any inquiry or request for discussion or negotiation regarding a Competing Proposal, in each case of (a) through (c), to the extent received by it or him in its or his capacity as a shareholder of the Company, including in each case the identity of the person making any such Competing Proposal or indication or inquiry and the terms (including any material changes thereto) of any such Competing Proposal or indication or inquiry (including, if applicable, copies of any written requests, proposals or offers, including proposed agreements). This Section 2.2 shall not apply to any Competing Proposal received by the Company.

Section 2.3 Capacity. Notwithstanding anything to the contrary in this Agreement, (i) each Rollover Shareholder is entering into this Agreement, and agreeing to become bound hereby, solely in its or his capacity as a beneficial owner of the Securities owned by it or him and not in any other capacity (including without limitation any capacity as a director or officer of the Company) and (ii) nothing in this Agreement shall obligate such Rollover Shareholder or its Affiliates to take, or refrain from taking, any action in such person's capacity as a director or officer of the Company.

### ARTICLE III

#### ROLLOVER

Section 3.1 Cancellation of Rollover Shares. Subject to the terms and conditions set forth herein, all of each Rollover Shareholder's right, title and interest in and to its or his Rollover Shares shall be cancelled at the Closing for no cash consideration. Each Rollover Shareholder shall take all actions necessary to cause its or his Rollover Shares to be treated as set forth herein. Other than its or his Rollover Shares, all Equity Securities of the Company held by such Rollover Shareholder, if any, shall be treated as set forth in the Merger Agreement and not be affected by the provisions of this Agreement.

Section 3.2 Issuance of Parent Shares. Immediately prior to the Closing, in consideration for the cancellation of the Rollover Shares by each Rollover Shareholder in accordance with Section 3.1, Parent shall issue Parent Shares in the name of such Rollover Shareholder (or, if designated by such Rollover Shareholder, one or more Permitted Transferees of such Rollover Shareholder) in the amount set forth opposite such Rollover Shareholder's name under the column titled "Parent Shares" on Schedule A hereto. Each Rollover Shareholder hereby acknowledges and agrees that (a) delivery of such Parent Shares shall constitute complete satisfaction of all obligations towards or sums due to such Rollover Shareholder by Parent and Merger Sub in respect of the Rollover Shares held by such Rollover Shareholder and cancelled pursuant to Section 3.1 above, and (b) such Rollover Shareholder shall have no right to any Per Share Merger Consideration, or any other merger consideration in respect of the Rollover Shares held by such Rollover Shareholder. No Parent Shares issued in connection with the Merger shall be issued at a lower price per share than the Parent Shares issued hereunder (it being understood that the Parent Shares issued hereunder are deemed to be issued at a price per share based on each Rollover Share having a value equal to the Per Share Merger Consideration).

Section 3.3 Rollover Closing. Subject to the satisfaction in full (or waiver, if permissible) of all of the conditions set forth in Article VII of the Merger Agreement (other than conditions that by their nature are to be satisfied or waived, as applicable, at the Closing), the closing of the issuance of Parent Shares contemplated hereby (the "Rollover Closing") shall take place immediately prior to the Closing. At the Rollover Closing, Parent shall deliver to each Rollover Shareholder an updated register of members of Parent, certified by the registered office provider of Parent, evidencing the ownership of the Parent Shares issued to such Rollover Shareholder or its designee pursuant to Section 3.2. As promptly as practicable but in any event no later than five (5) Business Days after the Rollover Closing, Parent shall deliver to such Rollover Shareholder(s) the original share certificate(s) for the Parent Shares issued to such Rollover Shareholder or its designee pursuant to Section 3.2.



Section 3.4 Deposit of Rollover Shares. No later than three (3) Business Days prior to the Rollover Closing, each Rollover Shareholder and any agent of such Rollover Shareholder holding certificates evidencing any of its or his Rollover Shares (if any) shall deliver or cause to be delivered to Parent all certificates representing its or his Rollover Shares in such person's possession, for disposition in accordance with the terms of this Agreement; such certificates and documents shall be held by Parent or any agent authorized by Parent until the Closing. To the extent that any Rollover Shares of a Rollover Shareholder are held in street names, book entries or otherwise represented by ADSs, such Rollover Shareholder shall execute such instruments and take such other actions, in each case, as are reasonably requested by Parent to reflect or give effect to the cancellation of such Rollover Shares in accordance with this Agreement, including converting its or his ADSs into Shares prior to the Rollover Closing and paying any applicable fees, charges and expenses of the Company's depository and government charges due to or incurred by the Company's depository in connection with the conversion of its or his ADSs into Shares.

#### ARTICLE IV

##### **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ROLLOVER SHAREHOLDERS**

Section 4.1 Representations and Warranties. Each Rollover Shareholder hereby represents and warrants to Parent, severally and not jointly (including not jointly and severally), as of the date hereof and as of the Rollover Closing:

(a) Other than subject to terms of certain agreement(s) otherwise disclosed in the Schedule C hereto (in each case as applicable), such Rollover Shareholder has full legal right, power, capacity and authority to execute and deliver this Agreement, to perform such Rollover Shareholder's obligations hereunder and to consummate the transactions contemplated hereby;

(b) if such Rollover Shareholder is not a natural person, such Rollover Shareholder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(c) this Agreement has been duly executed and delivered by such Rollover Shareholder and the execution, delivery and performance of this Agreement by such Rollover Shareholder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Rollover Shareholder (if applicable) and no other actions or proceedings on the part of such Rollover Shareholder (if applicable) are necessary to authorize this Agreement or to consummate the transactions contemplated hereby;

(d) assuming due authorization, execution and delivery by Parent, this Agreement constitutes a legal, valid and binding agreement of such Rollover Shareholder, enforceable against such Rollover Shareholder in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(e) (i) except as described herein, such Rollover Shareholder (A) is and, immediately prior to the Rollover Closing, will be the beneficial owner of, and has and, immediately prior to the Rollover Closing, will have good and valid title to, the Securities (unless such Securities are Transferred via a Permitted Transfer), free and clear of Liens other than as created by this Agreement or the Interim Investor Agreement (to the extent applicable), or arising under the memorandum or articles of association of the Company, and (B) has and, immediately prior to the Rollover Closing, will have sole or shared (together with its Affiliates) voting power, power of disposition, power to demand dissenter's rights (subject to Section 4.2(b)) and power to agree to all of the matters set forth in this Agreement, with respect to all of the Securities, with no limitations, qualifications, or restrictions on such rights, in each case of the foregoing clauses (A) and (B), subject to transfer restriction imposed by generally applicable securities Laws and the terms of this Agreement; (ii) except as described herein, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which such Rollover Shareholder is a party relating to the pledge, disposition or voting of any of the Securities, and the Securities are not subject to any voting trust agreement or other Contract to which such Rollover Shareholder is a party restricting or otherwise relating to the voting or Transfer of the Securities other than this Agreement, the Interim Investor Agreement or pursuant to a certain concert party agreement entered into by and among Mr. Sizhen Wang's affiliate and certain other parties thereto on November 19, 2019; (iii) such Rollover Shareholder has not Transferred any Securities or any interests therein pursuant to any Derivative Transaction; and (iv) such Rollover Shareholder has not appointed or granted any proxy or power of attorney that is still in effect with respect to any of its or his Securities, except to the Parent as contemplated by Section 1.2 of this Agreement;

(f) except for the applicable requirements of the Exchange Act or as described herein, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority prior to the Rollover Closing is necessary on the part of such Rollover Shareholder for the execution, delivery and performance of this Agreement by such Rollover Shareholder or the consummation by such Rollover Shareholder of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by such Rollover Shareholder nor the consummation by such Rollover Shareholder of the transactions contemplated hereby, nor compliance by such Rollover Shareholder with any of the provisions hereof shall (A) if such Rollover Shareholder is not a natural person, conflict with or violate any provision of the organizational documents of such Rollover Shareholder, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on property or assets of such Rollover Shareholder pursuant to any Contract to which such Rollover Shareholder is a party or by which such Rollover Shareholder or any property or asset of such Rollover Shareholder is bound, (C) violate any Law applicable to such Rollover Shareholder or any of such Rollover Shareholder's properties or assets, or (D) otherwise require the consent or approval of any other person pursuant to any Contract binding on such Rollover Shareholder or its or his properties or assets;

(g) there is no Action pending against such Rollover Shareholder or, to the knowledge of such Rollover Shareholder, any other person or, to the knowledge of such Rollover Shareholder, threatened against such Rollover Shareholder or any other person that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by such Rollover Shareholder of its or his obligations under this Agreement;

(h) such Rollover Shareholder has been afforded the opportunity to ask such questions as it or he has deemed necessary of, and to receive answers from, representatives of Parent concerning the terms and conditions of the transactions contemplated hereby and the merits and risks of owning the Parent Shares and such Rollover Shareholder acknowledges that it or he has been advised to discuss with its or his own counsel the meaning and legal consequences of such Rollover Shareholder's representations and warranties in this Agreement and the transactions contemplated hereby; and

(i) such Rollover Shareholder understands and acknowledges that Parent, Merger Sub and the Company are entering into the Merger Agreement in reliance upon such Rollover Shareholder's execution, delivery and performance of this Agreement.

Section 4.2 Covenants. Each Rollover Shareholder hereby:

(a) agrees, prior to the termination of this Agreement, not to knowingly take any action that would make any representation or warranty of such Rollover Shareholder contained herein untrue or incorrect or have or could have the effect of preventing, impeding or interfering with or adversely affecting the performance by such Rollover Shareholder of its or his obligations under this Agreement or that is intended, or would reasonably be expected, to impede, frustrate, interfere with, delay, postpone, adversely affect or prevent the consummation of the Merger or the other transactions contemplated by the Merger Agreement or this Agreement or the performance by the Company of its obligations under the Merger Agreement;

(b) irrevocably waives, and agrees not to exercise, any rights of appraisal or rights of dissent from the Merger that such Rollover Shareholder may have with respect to such Rollover Shareholder's Securities (including any rights under Section 238 of the CICL) prior to the termination of this Agreement;

(c) agrees to permit the Company to publish and disclose in the Proxy Statement (including all documents filed with the SEC in accordance therewith), such Rollover Shareholder's identity and beneficial ownership of Shares or other equity securities of the Company and the nature of such Rollover Shareholder's commitments, arrangements and understandings under this Agreement;

(d) agrees and covenants that, without the prior written consent of each other Rollover Shareholder, such Rollover Shareholder shall not (and shall cause its Affiliates not to), directly or indirectly, acquire Beneficial Ownership of any Shares or other Equity Securities in the Company (for the avoidance of doubt, such Rollover Shareholder and its Affiliates may acquire Parent Shares pursuant to their respective Equity Commitment Letters, if any); and

(e) agrees further that, upon request of Parent, such Rollover Shareholder shall execute and deliver any additional documents, consents or instruments and take such further actions as may reasonably be determined by Parent to be necessary or desirable to carry out the provisions of this Agreement.

## ARTICLE V

### **REPRESENTATIONS AND WARRANTIES OF PARENT**

Parent hereby represents and warrants to each Rollover Shareholder that as of the date hereof and as of the Closing:

(a) Parent is duly organized, validly existing and in good standing under the Laws of the Cayman Islands and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Parent, and the execution, delivery and performance of this Agreement by Parent and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent and no other corporate actions or proceedings on the part of Parent are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by each Rollover Shareholder, this Agreement constitutes a legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law). Merger Sub is wholly-owned by Parent.

(b) Except for the applicable requirements of the Exchange Act and Laws of the Cayman Islands, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority is necessary on the part of Parent for the execution, delivery and performance of this Agreement by Parent or the consummation by Parent of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by Parent, nor the consummation by Parent of the transactions contemplated hereby, nor compliance by Parent with any of the provisions hereof shall (A) conflict with or violate any provision of its organizational documents, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on such property or asset of Parent pursuant to any Contract to which Parent is a party or by which Parent or any of its property or asset is bound or affected, (C) violate any Law applicable to Parent or any of its properties or assets, or (D) otherwise require the consent or approval of any other person pursuant to any Contract binding on Parent or its properties or assets.

(c) At the Rollover Closing, the Parent Shares to be issued under this Agreement shall have been duly and validly authorized and when issued and delivered in accordance with the terms hereof, will be validly issued, fully paid and nonassessable ordinary shares of Parent, free and clear of all Liens, other than restrictions (i) arising under applicable securities Laws, (ii) arising under any agreements entered into at or prior to the Rollover Closing by each Rollover Shareholder pursuant to the transactions contemplated by the Merger Agreement, or (iii) arising under the organizational documents of Parent.

(d) As of the date hereof, the authorized share capital of Parent is US\$50,000 divided into 500,000,000 shares, par value US\$0.0001 per share, of which, as of the date hereof, one share (the “Initial Share”) is issued and outstanding, each of which is duly authorized, validly issued, fully paid, non-assessable and wholly owned by FHP Holdings Limited. At and immediately after the Rollover Closing, the authorized share capital of Parent shall consist of 500,000,000 Parent Shares, of which, assuming the due performance by each Rollover Shareholder of its obligations under this Agreement, the Parent Shares as set forth in Schedule A to be issued pursuant to the terms herein, together with the Parent Shares to be issued pursuant to the Interim Investor Agreement and the Equity Commitment Letters and share incentive awards to be issued pursuant to the Merger Agreement, shall be all of the Parent Shares outstanding at and immediately after the Rollover Closing. Except as set forth in the preceding sentence, those disclosed by the Company in the Company Disclosure Schedule to the Merger Agreement or otherwise agreed to by the parties in writing in advance, at and immediately after the Rollover Closing, there shall be (i) no outstanding share capital of or voting or equity interest in Parent, (ii) no options, warrants, or other rights to acquire any share capital of or voting or equity interest in Parent, (iii) no outstanding securities exchangeable or exercisable for or convertible into share capital of or voting or equity interest in Parent, and (iv) no outstanding rights to acquire or obligations to issue any such options, warrants, other rights or securities of Parent.

(e) Other than the Buyer Group Contracts, there are no Contracts, agreement, arrangement or understanding relating to the Transactions among Parent or any of its Affiliates, on the one hand, and any Rollover Shareholder or any of its Affiliates, on the other hand.

(f) As of the date hereof, there is no Action pending against Parent or, to the knowledge of Parent, threatened against Parent that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by Parent of its obligations under this Agreement.

(g) Parent has no, and prior to the Effective Time, will have no, assets (including any equity or other interest in any Person other than Parent’s equity interests in Merger Sub), liabilities or obligations of any nature other than those incident to its formation and capitalization pursuant to this Agreement, the Merger Agreement and the Transactions.

## ARTICLE VI

### TERMINATION

This Agreement, and the obligations of each Rollover Shareholder hereunder (including, without limitation, Section 1.2 hereof), shall terminate and be of no further force or effect immediately upon the earlier to occur of (a) the Closing and (b) the date of termination of the Merger Agreement in accordance with its terms. Notwithstanding the preceding sentence, this Article VI and Article VII shall survive any termination of this Agreement. Nothing in this Article VI shall relieve or otherwise limit any party’s liability for any breach of this Agreement prior to the termination of this Agreement. If for any reason the Merger fails to occur but the Rollover Closing contemplated by Article III has already taken place, then Parent shall promptly take all such actions as are necessary to restore each Rollover Shareholder to the position it or he was in with respect to ownership of its or his Rollover Shares prior to the Rollover Closing.

## ARTICLE VII

### MISCELLANEOUS

Section 7.1 Notices. All notices and other communications hereunder shall be in writing in the English language and shall be deemed duly given (a) on the date of delivery if delivered personally or if by facsimile or email (unless an error message is generated with respect to such delivery by facsimile or email), (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier, or (c) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if delivered by registered or certified mail (return receipt requested, postage prepaid). All notices hereunder shall be delivered to the addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.1):

(i) If to a Rollover Shareholder, to the addresses set opposite its or his name as set forth on Schedule A;

(ii) If to Parent:

Address: 1-2/F, Building 11, Zone 1, No. 8 Life Science Parkway, Changping District, Beijing, 102206, People's Republic of China

Attention: Mr. Sizhen Wang

Email:

Section 7.2 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 7.3 Entire Agreement. This Agreement, the Merger Agreement, the Limited Guarantees, the Equity Commitment Letters, the Interim Investor Agreement and any other agreement or instrument delivered in connection with the transaction contemplated by this Agreement or the Merger Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 7.4 Specific Performance.

(i) The parties hereto agree that this Agreement shall be enforceable by all available remedies at law or in equity.

(ii) Each party acknowledges and agrees that monetary damages would not be an adequate remedy in the event that any covenant or agreement of such party in this Agreement is not performed in accordance with its terms, and therefore agrees that, in addition to and without limiting any other remedy or right available to the other parties, each other party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof. Each party waives any requirement for the securing or posting of any bond in connection with such remedy.

(iii) All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

(iv) Notwithstanding anything contrary in the foregoing, under no circumstances will a party be entitled to both the monetary damages and the right of specific performance.

Section 7.5 Amendments; Waivers. This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by Parent, each Rollover Shareholder and the Company (at the direction of the Special Committee). No provision of this Agreement may be waived or discharged other than by an instrument in writing signed by the party against whom the enforcement of such waiver or discharge is sought and with the prior written consent of the Company (at the direction of the Special Committee). Any agreement on the part of a party to any extension or waiver shall be valid only if specifically set forth in an instrument in writing signed by such party and the Company (at the direction of the Special Committee). The failure of any party to assert any of its or his rights under this Agreement or otherwise shall not constitute a waiver of such rights, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

Section 7.6 Governing Law; Dispute Resolution; Jurisdiction. This Agreement shall be interpreted, construed and governed by and in accordance with the laws of New York. Subject to the last sentence of this Section 7.6, any Action arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) shall be finally settled by arbitration. The place of arbitration shall be Hong Kong, and the arbitration shall be administered by the HKIAC in accordance with the Administrative Arbitration Rules of HKIAC. The arbitration shall be decided by a tribunal of three (3) arbitrators. The award of the arbitration tribunal shall be final and conclusive and binding upon the parties as from the date rendered. Judgment upon any award may be entered and enforced in any court having jurisdiction over a party or any of its or his assets. For the purpose of the enforcement of an award, the parties irrevocably and unconditionally submit to the jurisdiction of any competent court and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

Section 7.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement; provided, that notwithstanding anything to the contrary contained herein, the Company is an express third-party beneficiary of this Agreement and shall be entitled to seek specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement by the parties hereto, in addition to any other remedy at law or in equity.

Section 7.8 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by any party without the prior written consent of the other parties and the Company (at the direction of the Special Committee), and any such assignment without such prior written consent shall be null and void; provided, that (i) Parent may assign this Agreement to the same assignee in connection with a permitted assignment of the Merger Agreement by Parent in accordance with the terms thereof and (ii) a Rollover Shareholder may, without such prior written consent, assign its or his rights and obligations under this Agreement (in whole or in part) in connection with a Permitted Transfer of its or Securities. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and, in the case of each Rollover Shareholder, its or his estate, heirs, beneficiaries, personal representatives and executors.

Section 7.9 No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that he or it has been represented by independent counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 7.10 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or email pdf format), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by email pdf format or otherwise) to the other parties.

Section 7.11 Share Dividends, etc. In the event of a reclassification, recapitalization, reorganization, share split (including a reverse share split) or combination, exchange or readjustment of shares or other similar transaction, or if any share dividend, subdivision or distribution (including any dividend or distribution of securities convertible into or exchangeable for Shares) is declared, in each case affecting the Securities, the term "Securities" shall be deemed to refer to and include such shares as well as all such share dividends and distributions and any securities of the Company into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

Section 7.12 Definitions. For the purpose of this Agreement:

"Affiliate" shall have the meaning ascribed to such term in Rule 12b-2 under the U.S. Securities Exchange Act of 1934, as amended, including, for the avoidance of doubt, with respect to a Rollover Shareholder, any affiliated investment funds or investment vehicles that are advised, managed or sponsored by the general partner or investment manager of such Rollover Shareholder or any Affiliate thereof; provided, however, that with respect only to Rollover Shareholder that are private equity funds in the business of making investments in portfolio companies managed independently, including without limitation, Tianjin Kangyue, CICC Healthcare and Vivo, no portfolio company of any such Rollover Shareholder or its Affiliates (including any portfolio company of any affiliated investment fund or investment vehicle of the Rollover Shareholder or such funds) shall be deemed to be an Affiliate of such Rollover Shareholder; provided further that solely for the purposes of Sections 1.3, 2.1 and 2.2, (i) "Affiliate" of Tianjin Kangyue means any Subsidiary of Tianjin Kangyue, and "Affiliate" of CICC Healthcare means any Subsidiary of CICC Healthcare.



“Permitted Transfer” means any Transfer to a Permitted Transferee, provided that such transferee agrees to execute, prior to or concurrently with such Transfer, a Joinder Agreement in the form attached hereto as Schedule B.

“Permitted Transferee” mean, (a) with respect to Mr. Sizhen Wang or any of his Affiliates, (i) an Affiliate of such party which is wholly owned and Controlled by the Mr. Sizhen Wang, (ii) a member of his immediate family or a trust for the benefit of him or any member of the his immediate family or (iii) any heir, legatees, beneficiaries and/or devisees of Mr. Sizhen Wang; and (b) with respect to any other Rollover Shareholder, any Affiliate of such Party.

#### Section 7.13 No use of Name or Logo

Without the prior written consent of CICC, no party (other than CICC) shall, and each such party shall cause its Affiliates not to, (a) use in advertising, publicity, announcements, or otherwise, the name of CICC, or any of its Affiliates, including “China International Capital Corporation”, “  
”, “CICC”, “  
”, “CICC Capital”, “  
”, either alone or in combination with any associated devices and logos of the above brands or any company name, trade name, trademark, service mark, domain name, device, design, symbol or any abbreviation, contraction or simulation thereof owned or used by CICC or any of its Affiliates, except in connection with the use of such name in the Proxy Statement, the Schedule 13E-3 or any other filing or notification with any Governmental Authority in connection with the Transactions, or (b) represent, directly or indirectly, that any products or services provided by such party have been approved or endorsed by CICC or any of their Affiliates.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**PARENT:**

**New Genetron Holding Limited**

By: /s/ Sizhen Wang

Name: Sizhen Wang

Title: Director

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**FHP Holdings Limited**

By: /s/ Sizhen Wang

Name: Sizhen Wang

Title: Director

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Han Yan**

/s/ Han Yan

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*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Genetron Voyage Holdings Limited**

By: /s/ Qing LU

Name: Qing LU

Title: Director

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Genetron United Holdings Limited**

By: /s/ Qing LU

Name: Qing LU

Title: Director

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Eugene Health Limited**

By: /s/ Yuchen Jiao

Name: Yuchen Jio

Title: Director

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**IN Healthcare Limited**

By: /s/ Zheng Yufen

Name: Zheng Yufen

Title: Authorized Signatory

*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**EASY BENEFIT INVESTMENT LIMITED**

By: /s/ Kung Hung Ka

Name: Kung Hung Ka

Title: Authorized Signatory

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Tianjin Kangyue Business Management Partnership  
(Limited Partnership) ( )**

By: /seal/ Tianjin Kangyue Business Management  
Partnership (Limited Partnership)

/s/ Xia Wu

Name: Xia Wu

Title: Authorized Signatory

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Tianjin Yuanjufu Business Management Partnership  
(Limited Partnership) ( )**

By: /seal/

/s/ Xiaoliang Wang

Name: Xiaoliang Wang

Title: Authorized Signatory

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**EASY BEST INVESTMENT LIMITED**

By: /s/ Kung Hung Ka

Name: Kung Hung Ka

Title: Authorized Signatory

*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Tianjin Genetron Jun'an Business Management  
Partnership (Limited Partnership)**  
( )

By: /seal/

/s/ Sizhen Wang

Name: Sizhen Wang

Title: Authorized Signatory

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Tianjin Genetron Juncheng Business Management  
Partnership (Limited Partnership)**  
( )

By: /seal/

/s/ Sizhen Wang

\_\_\_\_\_  
Name: Sizhen Wang

Title: Authorized Signatory

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Genetron Alliance Holdings Limited**

By: /s/ Sizhen Wang

Name: Sizhen Wang

Title: Director

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Genetron Discovery Holdings Limited**

By: /s/ Sizhen Wang

Name: Sizhen Wang

Title: Director

*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Vivo Capital Fund IX, L.P.**

By: /s/ Frank Kung

Name: Frank Kung

Title: Managing Member

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**CICC Healthcare Investment Fund, L.P.**

By: CICC Healthcare Investment  
Management Limited, its general partner

By: /s/ Xia Wu

Name: Xia Wu  
Title: Director

/s/ Jin Wang

Name: Jin Wang  
Title: Director

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**ALEXANDRIA VENTURE INVESTMENTS, LLC,**  
a Delaware limited liability company

By: **ALEXANDRIA REAL ESTATE EQUITIES, INC.,**  
a Maryland corporation managing member

/s/ Aaron Jacobson

Name: Aaron Jacobson

Title: SVP – Venture Counsel

*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Tianjin Tianshu Xingfu Corporation Management L.P.**  
( )

By: /seal/

/s/ Junjie Sun

Name: Junjie Sun

Title: Director

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Eminence Legend Consultancy (HK) Limited**

By: /s/ Xiaole Zeng

Name: Xiaole Zeng

Title: Authorized Signatory

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Ke Li**

/s/ Ke Li

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*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Xiao Yu Lu**

/s/ Xiao Yu Lu

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*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Zuo Xiang**

*/s/ Zuo Xiang*

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*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Peng Pamela Yan**

/s/ Peng Pamela Yan

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*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Hong Chen**

/s/ Hong Chen

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*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Jiayin Zhang**

*/s/ Jiayin Zhang*

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*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Genetron Health (Hong Kong) Company Limited**

By: /s/ Sizhen Wang

Name: Sizhen Wang

Title: Authorized Signatory

*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Mr. Sizhen Wang**

*/s/ Sizhen Wang*

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*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**SUPER SAIL LLC**

By: /s/ Sizhen Wang

Name: Sizhen Wang

Title: Authorized Signatory

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Wei-Wu He**

*/s/ Wei-Wu He*

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*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Huiying Memorial Foundation**

By: /s/ Wei-wu He

Name: Wei-wu He

Title: Managing Director

*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**WEALTH FAITH INVESTMENT LTD.**

By: /s/ Li Guobin

Name: Li Guobin

Title: Limited power of attorney

*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Qijing Li**

By: /s/ Qijing Li

Name: Qijing Li

*[Signature Page to the Rollover and Support Agreement]*

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Xiao Fan Wang**

By: /s/ Xiao Fan Wang

Name: Xiao Fan Wang

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Jing Zhu**

By: /s/ Jing Zhu

Name: Jing Zhu

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**KENSINGTON TRUST SINGAPORE LIMITED ATO  
IS&P (FIRST NAMES SINGAPORE) RETIREMENT  
FUND -FN45**

By: /s/ WONG PECK LING

/s/ LEE KON HOW

Name: WONG PECK LING AND  
LEE KON HOW

Title: AUTHORISED SIGNATORY

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**Kevin Ying Hong**

By: /s/ Kevin Ying Hong

Name: Kevin Ying Hong

*[Signature Page to the Rollover and Support Agreement]*

---

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first written above.

**ROLLOVER SHAREHOLDER:**

**EVER PRECISE INVESTMENTS LIMITED**

For and on behalf of Prudence Directors Limited

By: /s/ \_\_\_\_\_

/s/ \_\_\_\_\_  
Authorised Signature(s)

*[Signature Page to the Rollover and Support Agreement]*

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**SCHEDULE A**





**SCHEDULE B**

JOINDER AGREEMENT

This Joinder Agreement (“Joinder Agreement”) is executed by the undersigned (the “Transferee”) pursuant to the terms of that certain Rollover and Support Agreement dated as of October 11, 2023 (the “Agreement”) by and among New Genetron Holding Limited and the Rollover Shareholders named therein. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

By the execution of this Joinder Agreement, the Transferee agrees as follows:

1. Acknowledgment. Transferee acknowledges that Transferee is acquiring certain Securities subject to the terms and conditions of the Agreement.
2. Agreement. Transferee (i) agrees that the Securities acquired by Transferee shall be bound by and subject to the terms of the Agreement, (ii) hereby adopts the Agreement with the same force and effect as if Transferee were originally a party thereto and (iii) agrees to be subject to the obligations and restrictions of the Rollover Shareholder thereunder.
3. Notice. Any notice required or permitted by the Agreement shall be given to Transferee at the address listed beside Transferee’s signature below.

*[Signature page follows]*

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**SCHEDULE C**

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October 11, 2023

New Genetron Holding Limited (“Parent”)  
ICS Corporate Services (Cayman) Limited,  
3-212 Governors Square, 23 Lime Tree Bay Avenue  
P.O. Box 30746, Seven Mile Beach,  
Grand Cayman KY1-1203, Cayman Islands

Re: Equity Commitment Letter

Ladies and Gentlemen:

This letter agreement sets forth the commitment of the undersigned (the “Sponsor”), subject to (i) the terms and conditions contained in an Agreement and Plan of Merger, dated as of the date hereof, by and among New Genetron Holding Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (“Parent”), Genetron New Co Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned Subsidiary of Parent (“Merger Sub”) and Genetron Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “Company”) (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Merger Agreement”), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving company and a wholly owned subsidiary of Parent (the “Merger”) and (ii) the terms and conditions contained herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Merger Agreement.

Concurrently with the execution and delivery of this letter agreement, each of CICC Healthcare Investment Fund, L.P., Wealth Strategy Holding Limited, Surrich International Company Limited, Wuxi Huihongyingkang Investment Partnership (Limited Partnership) and CCB (Beijing) Investment Fund Management Co., Ltd. (collectively, the “Other Sponsors,” and each, an “Other Sponsor”) is entering into a letter agreement substantially identical to this letter agreement (such other letter agreements, together with this letter agreement, the “ECLs”, and each an “ECL”) committing to invest or cause to be invested in Parent.

1. Commitment. (a) The Sponsor hereby commits, subject to the terms and conditions set forth herein, to subscribe, or cause to be subscribed, directly or indirectly through one or more intermediate entities, for newly issued ordinary shares of Parent to be issued to the Sponsor or a Person or Persons designated by the Sponsor, and to pay, or cause to be paid, to Parent in immediately available funds at or prior to the Effective Time an aggregate cash purchase price equal to \$3,783,784 (such amount, and as adjusted herein, the “Commitment”) for the purposes specified in the immediately following sentence. Such Commitment, and the corresponding commitments under the other ECLs, shall be used by Parent, to the extent necessary, solely to (i) fund the Merger Consideration and any other amounts required to be paid by Parent, Merger Sub and the Surviving Company pursuant to the Merger Agreement, (ii) pay any and all fees and expenses of Parent, Merger Sub and Surviving Company in connection with the consummation of the Merger and the other transactions contemplated by the Merger Agreement, and (iii) satisfy all of Parent, Merger Sub and Surviving Company’s other payment obligations in connection with the consummation of the Merger and the other transactions contemplated by the Merger Agreement, and not for any other purpose. The Sponsor may effect the contribution of the Commitment directly or indirectly through Permitted Syndications (as defined in the Interim Investor Agreement). Notwithstanding anything to the contrary contained herein, the Sponsor shall not under any circumstances be obligated to contribute more than the Commitment pursuant to this letter agreement to Parent or any other Person, and the aggregate amount of liability of the Sponsor hereunder shall not exceed the amount of the Commitment. In the event that Parent does not require the full amount of the sum of (i) the Commitment plus (ii) the Other Sponsors’ Commitments (as defined in their respective ECLs) to consummate the Merger, the amount to be funded under this letter agreement and under the other ECLs shall, unless otherwise agreed in writing by the Sponsor, be reduced by Parent to the level sufficient to fully fund the Merger Consideration, and pay any other amounts required to be paid by Parent, Merger Sub and the Surviving Company pursuant to the Merger Agreement and all related fees and expenses of Parent, Merger Sub and Surviving Company related to the transactions contemplated by the Merger Agreement; provided that no such reduction shall result in the Sponsor, together with its Affiliates, holding more than 25% of the Equity Securities of Parent on a fully diluted basis as of immediately after the Closing.

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(b) Each of the Sponsor and Parent shall use its reasonable best efforts to negotiate in good faith and enter into an escrow agreement (the “Escrow Agreement”) with an escrow agent (“Escrow Agent”) reasonably selected by the Parent from commercial banks of international repute, pursuant to which the Sponsor shall deposit or cause to be deposited (directly or indirectly through Permitted Syndications (as defined in the Interim Investor Agreement) with the Escrow Agent an amount equal to the amount of the Commitment or the RMB equivalent thereof (by applying the U.S. dollars to Renminbi exchange rate of 1:7.40) pursuant to the terms and conditions hereof and of the Escrow Agreement as soon as practicable and in any event on or before date that is the later of (i) one month after the execution of this letter agreement and (ii) 10 Business Days after the execution of the Escrow Agreement. Upon the satisfaction of conditions to funding as set forth under Section 2 hereof, or in the event that any amount is due and payable under the Limited Guarantee issued by Tianjin Kangyue Business Management Partnership (Limited Partnership) to Genetron Health (Beijing) Co., Ltd. ( ) (the “Applicable Limited Guarantee”) pursuant to the terms thereof and subject to applicable laws and regulations, the Sponsor and Parent shall jointly and promptly cause (x) the amount so deposited with the Escrow Agent pursuant to this Section 1(b) be released to the Parent after being converted into US\$, and in the event that the amount then available in the escrow account can be converted into US\$ in such amount that is greater than the amount of the Commitment, only an amount equal to the amount of the Commitment shall be released to the Parent (which shall constitute the Sponsor’s payment of the Commitment under Section 1(a) hereof to the extent of the amount so released from the escrow account to Parent) or (y) a portion of the amount so deposited with the Escrow Agent pursuant to this Section 1(b) in the amount equal to the Maximum Amount set forth in such Applicable Limited Guarantee be released to the Company (which shall constitute the Sponsor’s performance in full of its obligation under Section 1(a) of the Applicable Limited Guarantee), as appropriate, with the balance remaining in the escrow account (if any) including interest accrued in the escrow account released to the Sponsor. Upon the termination of this letter agreement pursuant to Section 3 hereof where no amount is due under the Applicable Limited Guarantee, the Sponsor and Parent shall jointly and promptly cause the amount so deposited with the Escrow Agent pursuant to this Section 1(b), together with all interest accrued in the escrow account, be released to the Sponsor. Notwithstanding anything to the contrary herein, if no Escrow Agreement is entered into or an amount less than the amount of the Commitment has been deposited with the Escrow Agent, or the amount available in the escrow account for release to Parent pursuant to the terms of this Section 1(b) is less than the amount of the Commitment, the Sponsor shall make, or cause to be made, directly or indirectly through Permitted Syndications (as defined in the Interim Investor Agreement), the payment of the Commitment to the Parent pursuant to other terms hereof to the extent not satisfied by the amount released to the Parent from the escrow account.

2. Conditions to Funding. The Sponsor’s obligation to pay the Commitment to Parent shall be subject to (i) the execution and delivery of the Merger Agreement by the Company and each other ECL by the parties thereto; (ii) the satisfaction, or waiver by Parent (pursuant to the terms of the Interim Investor Agreement), of each of the conditions to Parent’s and Merger Sub’s obligations to effect the Merger set forth in Sections 7.01 and 7.02 of the Merger Agreement as in effect from time to time (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the prior or substantially concurrent satisfaction or waiver (pursuant to the terms of the Interim Investor Agreement) of such conditions); (iii) the substantially contemporaneous consummation of the contribution of the Rollover Shares by each Rollover Shareholder pursuant to Articles III (Rollover) of the Support Agreement, or Parent or Company, as applicable, concurrently seeking enforcement of Articles III (Rollover) the Support Agreement against such Rollover Shareholder, (iv) the substantially contemporaneous funding to Parent in full of the contributions by each Other Sponsor contemplated by the other ECLs directly or indirectly through Permitted Syndications or as otherwise permitted under the Interim Investor Agreement, which shall not have been modified, amended or altered in any manner adverse to the Sponsor without the Sponsor’s prior written consent, or Parent or Company, as applicable, concurrently seeking enforcement of the applicable ECL against such Other Sponsor, provided, that the satisfaction or failure of the condition set forth in item (iv) shall not limit or impair the ability of Parent or the Company to seek enforcement of the obligations of the Sponsor under and in accordance with this letter agreement, if (x) the Company is also concurrently seeking enforcement of the other ECLs or (y) each Other Sponsor has satisfied or will satisfy its obligations under its ECLs in full concurrently with or prior to the funding of the Commitment by the Sponsor hereunder in accordance with this letter agreement; (v) the substantially concurrent consummation of the Closing, provided, that if the Company seeks specific performance in accordance with Section 9.08 of the Merger Agreement and Parent or Merger Sub is ordered by a court of competent jurisdiction in a final non-appealable Order to specifically perform their obligations to effect the Closing pursuant to the Merger Agreement, the conditions set forth in this item (v) shall be deemed satisfied, and (vi) ODI Approvals applicable to the Sponsor have been obtained or completed and remain in full force and effect.

3. Termination. This letter agreement, and the obligation of the Sponsor to fund the Commitment will terminate automatically and immediately upon the earliest to occur of (i) the Closing, so long as the Sponsor has at or prior to the Closing fully funded and paid to Parent the Commitment, (ii) the valid termination of the Merger Agreement in accordance with its terms, (iii) the discharge in full of its obligation to complete the funding of the Commitment at or prior to the Closing, and (iv) the assertion by the Company or any of its controlled Affiliates (which for the purpose of this Agreement, shall have the meaning set forth in the Interim Investor Agreement), directly or indirectly, in any litigation or other Action of any claim (whether in tort, contract or otherwise) against the Sponsor, any Non-Recourse Party, Parent, Merger Sub, any Other Sponsor or any Non-Recourse Party as defined in the other ECLs, as applicable, relating to this letter agreement, any other ECL, the Limited Guarantees, the Merger Agreement, the Support Agreement, or any of the transactions contemplated hereby or thereby (other than (a) a claim seeking an Order of specific performance or other equitable relief to cause the funding of the Commitment in accordance with Section 6(a) hereof and/or the funding of the "Commitment" of any Other Sponsor in accordance with Section 6(a) of their applicable ECLs or (b) a claim seeking an Order of specific performance or other equitable relief against Parent or Merger Sub in accordance with Section 9.08 of the Merger Agreement). Upon termination of this letter agreement, the Sponsor shall not have any further obligations or liabilities hereunder.

4. Amendment. Neither this letter agreement nor any provision hereof may be amended, modified, supplemented, or waived without the prior written consent of (i) Parent and the Sponsor and (ii) with respect to any provisions of this letter agreement with respect to which the Company is expressly made a third party beneficiary or to the extent that such amendment or modification would be adverse to the Company Third Party Beneficiary Rights, the Company.

5. Confidentiality. This letter agreement shall be treated as confidential and is being provided to Parent solely in connection with the transactions contemplated by the Merger Agreement, including the Merger. Unless required by applicable Laws, regulations or rules (including rules promulgated by either the SEC or Nasdaq), this letter agreement may not be used, circulated, quoted or otherwise referred to in any document, except the Merger Agreement or any documents contemplated therein or otherwise with the Sponsor's consent. Notwithstanding the foregoing, a copy of this letter agreement may be provided to the Company if the Company agrees to treat the letter as confidential, provided, that, each of the Company, Parent and the Sponsor may disclose the existence and content of this letter agreement (i) to its Affiliates and Representatives who need to know the existence of this letter agreement and are subject to confidentiality obligations, (ii) to the extent required by applicable Laws, regulations or rules (including rules promulgated by either the SEC or Nasdaq) or in connection with any SEC filings relating to the Merger, (iii) in connection with any litigation relating to the Merger, the Merger Agreement, and the transactions contemplated thereby as permitted by or provided for in the Merger Agreement, or (iv) by the Sponsor to any Non-Recourse Party that needs to know of the existence of and content of this letter agreement.

#### 6. Third Party Beneficiary.

(a) This letter agreement shall inure to the benefit of and be binding upon Parent and the Sponsor. This letter agreement may only be enforced by Parent or the Sponsor, and none of the creditors of Parent or Merger Sub nor any other Person that is not a party to this letter agreement shall have any right to enforce this letter agreement or to cause Parent to enforce this letter agreement; provided, that, to the extent the Company is entitled to specific performance pursuant to and subject to the conditions in Section 9.08 of the Merger Agreement, and subject to Sections 2, 6(b), 7 and 8 hereof, the Company is an express third party beneficiary of the rights granted to Parent under this letter agreement to the extent of the rights set forth in Sections 1, 4, 6, 7, 8 and 9 and shall be entitled to seek an injunction or an order of specific performance (or another non-monetary equitable remedy) to cause the Commitment to be funded in accordance with Section 1 (the "Company Third Party Beneficiary Rights"). The parties hereby agree that subject to the Company Third Party Beneficiary Rights, their respective representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto in accordance with and subject to the terms of this letter agreement, and this letter agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder or any rights to enforce the Commitment or any provision of this letter agreement.

(b) Subject to the terms and conditions set forth herein, the Company shall be entitled to specifically enforce Parent's right to cause the Commitment to be funded to Parent solely to the extent permitted under Section 6(a) hereof and the Company shall not be a third party beneficiary for any purpose (including, without limitation, any claim for monetary damages hereunder or under the Merger Agreement) other than as specified in Section 6(a) hereof. The Company hereby agrees that specific performance shall be its sole and exclusive remedy with respect to any breach by the Sponsor of this letter agreement and that the Company may not seek or accept any other form of relief that may be available for any such breach of this letter agreement (including monetary damages), provided, that, notwithstanding anything to the contrary, if the Company seeks specific performance for such breach of this letter agreement as permitted under Section 6(a), and a court of competent jurisdiction in a final, non-appealable determination as to the availability of specific performance does not specifically enforce any obligation of the Sponsor hereunder pursuant to any proceeding for specific performance brought against the Sponsor, then the Company shall have the right to seek the payments contemplated by, and subject to the terms and conditions of, Section 1 of the Limited Guarantee executed and delivered to the Company by the Sponsor (subject to the limitations and conditions therein). In addition, the Company shall, and shall cause each of its Affiliates to, cause any proceeding still pending to be dismissed with prejudice upon the earlier of (i) the consummation of the Closing by Parent or (ii) payment of the Parent Termination Fee pursuant to the Merger Agreement.

(c) Notwithstanding anything to the contrary set forth herein, in no event shall the aggregate amount of liabilities of the Sponsor under this letter agreement exceed the Cap. No Person may enforce the Sponsor's obligations under this letter agreement without giving effect to the foregoing sentence. Notwithstanding the foregoing, if the Company or any of its Affiliates asserts in any proceeding or other Action of any claim (whether in tort, contract or otherwise) that the Cap on the Sponsor's liabilities hereunder or the Cap (as defined in each other ECL) on any Other Sponsor's liabilities, is illegal, invalid or unenforceable in whole or in part, then if the Sponsor has previously made any payments under this letter agreement, it shall be entitled to recover such payments, and the Sponsor shall have no liabilities or obligations to any Person under this letter agreement. For the purpose of this Agreement, "Cap" means the amount of the Commitment less the amount of the portion of the Commitment that has been funded in accordance with the terms hereof.

7. Governing Law. This letter agreement and all disputes or controversies arising out of, or relating to, this letter agreement or the transaction contemplated hereby shall be interpreted, construed and governed by and in accordance with the laws of New York without regard to the conflicts of law principles thereof.

8. Submission to Jurisdiction. Subject to the last sentence of this Section 8, any Action arising out of or relating to this letter agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this letter agreement) shall be submitted to HKIAC and resolved in accordance with the Administrative Arbitration Rules of HKIAC. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s) shall nominate jointly one Arbitrator; the respondent(s) shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Administrative Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

9. Assignments. This letter agreement shall not be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other party and the Company; provided, that without the prior written consent of Parent and the Company, the rights, interests or obligations under this letter agreement may be assigned or delegated, in whole or in part, by the Sponsor to one or more of its Affiliates or in connection with a Permitted Syndication, provided, that no such assignment or delegation shall relieve the Sponsor of its obligations hereunder to the extent not performed by such assignees or delegees. Any attempted assignment in violation of this Section 9 shall be null and void.

10. Representations. Each Party hereby represents and warrants with respect to itself to the other Party that (a) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and has full legal right, power, capacity and authority to execute and deliver this letter agreement, to perform the obligations hereunder and to consummate the transactions contemplated hereby; (b) this letter agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation, enforceable against it in accordance with the terms of this letter agreement, subject to the Enforceability Exceptions; (c) except for the ODI Approvals, all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Authority or any other person necessary for the due execution, delivery and performance of this letter agreement by it have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority or any other person is required in connection with the execution, delivery or performance of this letter agreement; (d) there is no Action pending against it, or, to its knowledge, threatened against it, that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by it of its obligations under this letter agreement; (e) the execution, delivery and performance by it of this letter agreement does not (i) violate any applicable Law or court judgment, or (ii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any benefit under, or otherwise require the consent or approval of any other person pursuant to, any Contract to which it is a party. The Sponsor hereby further represents and warrants to Parent that (a) subject to obtaining the ODI Approvals, it will have, immediately prior to Closing, sufficient and readily available funds in United States Dollars to pay the Commitment pursuant to this letter agreement as well as to fulfill its other obligations under this letter agreement and all of its other unfunded contractually binding equity commitments that are then outstanding; and (b) the Commitment is less than the maximum amount that Sponsor is permitted to invest in any one portfolio investment pursuant to the terms of its constituent documents or otherwise.

11. No Recourse. Notwithstanding anything that may be expressed or implied in this letter agreement or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this letter agreement, Parent covenants, agrees and acknowledges that no Person other than the Sponsor has any obligation hereunder. Without limiting the generality of the foregoing, and notwithstanding anything that may be expressed or implied in this letter agreement, or any document or instrument delivered in connection herewith, Parent, by its acceptance of the benefits of this letter agreement, covenants, agrees and acknowledges that (a) no Person (other than Sponsor, Parent and their respective successors and permitted assignees) has any obligation or liability hereunder (whether of an equitable, contractual, tort, statutory or other nature), and (b) notwithstanding that Sponsor may be a partnership or limited liability company, Parent has no right of recovery under this letter agreement or under any document or instrument delivered in connection herewith or in respect of any representations made or alleged to have been made in connection herewith or therewith, or for any claim based on, in respect of, or by reason of, such obligations or their creation, against, and no recourse shall be had against, and no personal liability shall attach to, any former, current or future direct or indirect holder of any equity, stock, general or limited partnership or limited liability company interest, controlling Person, management company, portfolio company, incorporator, director, officer, employee, agent, advisor, attorney, representative, Affiliate, members, managers, general or limited partners, shareholders, stockholders or assignees of the Sponsor (other than any permitted assignee under Section 9) or any former, current or future direct or indirect holder of any equity, stock, general or limited partnership or limited liability company interest, controlling Person, management companies, portfolio companies, incorporators, directors, officers, employees, agents, advisors, attorneys, representatives, Affiliates, members, managers, general or limited partners, shareholders, stockholders or assignees (other than any permitted assignee under Section 9) of any of the foregoing (each, a "Non-Recourse Party"), through Sponsor or otherwise, whether by or through attempted piercing the corporate veil, by or through a claim (whether at law or equity or in tort, contract or otherwise) by or on behalf of Parent or Sponsor against any Non-Recourse Party, whether by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise. For the avoidance of doubt, none of Sponsor, Parent, Merger Sub, the Other Sponsors or their respective successors and assigns under the Merger Agreement, this letter agreement, the other ECLs, the Limited Guarantees shall be a Non-Recourse Party.

12. Notices. All notices and other communications hereunder shall be in writing (in the English language), and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or email (unless an error message is generated with respect to such delivery by facsimile or email), (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier, or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to Parent, to:

Mr. Sizhen Wang  
1-2/F, Building 11  
Zone 1, No. 8 Life Science Parkway  
Changping District, Beijing, 102206  
People's Republic of China

if to the Sponsor, to:

Mr. Hantao Huang  
36F, China World Tower B  
No.1 Jian Guo Men Wai Avenue  
Beijing 100004  
People's Republic of China  
Email:

13. Entire Agreement. This letter agreement, together with the Interim Investor Agreement, the Limited Guarantee, the Support Agreement, the Confidentiality Agreements and the Merger Agreement, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, both written and oral, between the parties with respect to the subject matter hereof.

14. Severability. Any term or provision of this letter agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the sole extent of such invalidity or unenforceability without rendering invalid or unenforceable the remainder of such term or provision or the remaining terms and provisions of this letter agreement in any jurisdiction and, if any provision of this letter agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

15. Counterparts. This letter agreement may be executed in counterparts and by facsimile or in .pdf format, each of which, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, this letter agreement is executed and effective as of date first written above.

Sponsor:

Tianjin Kangyue Business Management  
Partnership (Limited Partnership)  
( )

By: /seal/ Tianjin Kangyue Business Management  
Partnership (Limited Partnership)

/s/ Xia Wu

Name: Xia Wu

Title: Authorized Signatory

*[Signature Page to Equity Commitment Letter]*

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Agreed to and acknowledged  
as of the date first written above:

Parent:

New Genetron Holding Limited

By: /s/ Sizhen Wang

Name: Sizhen Wang

Title: Director

*[Signature Page to Equity Commitment Letter]*

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October 11, 2023

New Genetron Holding Limited (“Parent”)  
ICS Corporate Services (Cayman) Limited,  
3-212 Governors Square, 23 Lime Tree Bay Avenue  
P.O. Box 30746, Seven Mile Beach,  
Grand Cayman KY1-1203, Cayman Islands

Re: Equity Commitment Letter

Ladies and Gentlemen:

This letter agreement sets forth the commitment of the undersigned (the “Sponsor”), subject to (i) the terms and conditions contained in an Agreement and Plan of Merger, dated as of the date hereof, by and among New Genetron Holding Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (“Parent”), Genetron New Co Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned Subsidiary of Parent (“Merger Sub”) and Genetron Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “Company”) (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Merger Agreement”), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving company and a wholly owned subsidiary of Parent (the “Merger”) and (ii) the terms and conditions contained herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Merger Agreement.

Concurrently with the execution and delivery of this letter agreement, each of Tianjin Kangyue Business Management Partnership (Limited Partnership), Wealth Strategy Holding Limited, Surrich International Company Limited, Wuxi Huihongyingkang Investment Partnership (Limited Partnership) and CCB (Beijing) Investment Fund Management Co., Ltd. (collectively, the “Other Sponsors,” and each, an “Other Sponsor”) is entering into a letter agreement substantially identical to this letter agreement (such other letter agreements, together with this letter agreement, the “ECLs,” and each an “ECL”) committing to invest or cause to be invested in Parent.

1. Commitment. (a) The Sponsor hereby commits, subject to the terms and conditions set forth herein, to subscribe, or cause to be subscribed, directly or indirectly through one or more intermediate entities, for newly issued ordinary shares of Parent to be issued to the Sponsor or a Person or Persons designated by the Sponsor, and to pay, or cause to be paid, to Parent in immediately available funds at or prior to the Effective Time an aggregate cash purchase price equal to \$10,000,000 (such amount, and as adjusted herein, the “Commitment”) for the purposes specified in the immediately following sentence. Such Commitment, and the corresponding commitments under the other ECLs, shall be used by Parent, to the extent necessary, solely to (i) fund the Merger Consideration and any other amounts required to be paid by Parent, Merger Sub and the Surviving Company pursuant to the Merger Agreement, (ii) pay any and all fees and expenses of Parent, Merger Sub and Surviving Company in connection with the consummation of the Merger and the other transactions contemplated by the Merger Agreement, and (iii) satisfy all of Parent, Merger Sub and Surviving Company’s other payment obligations in connection with the consummation of the Merger and the other transactions contemplated by the Merger Agreement, and not for any other purpose. The Sponsor may effect the contribution of the Commitment directly or indirectly through Permitted Syndications (as defined in the Interim Investor Agreement). Notwithstanding anything to the contrary contained herein, the Sponsor shall not under any circumstances be obligated to contribute more than the Commitment pursuant to this letter agreement to Parent or any other Person, and the aggregate amount of liability of the Sponsor hereunder shall not exceed the amount of the Commitment. In the event that Parent does not require the full amount of the sum of (i) the Commitment plus (ii) the Other Sponsors’ Commitments (as defined in their respective ECLs) to consummate the Merger, the amount to be funded under this letter agreement and under the other ECLs shall, unless otherwise agreed in writing by the Sponsor, be reduced by Parent to the level sufficient to fully fund the Merger Consideration, and pay any other amounts required to be paid by Parent, Merger Sub and the Surviving Company pursuant to the Merger Agreement and all related fees and expenses of Parent, Merger Sub and Surviving Company related to the transactions contemplated by the Merger Agreement; provided that no such reduction shall result in the Sponsor, together with its Affiliates, holding more than 25% of the Equity Securities of Parent on a fully diluted basis as of immediately after the Closing.

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(b) Each of the Sponsor and Parent shall use its reasonable best efforts to negotiate in good faith and enter into an escrow agreement (the “Escrow Agreement”) with an escrow agent (“Escrow Agent”) reasonably selected by the Parent from commercial banks of international repute, pursuant to which the Sponsor shall deposit or cause to be deposited (directly or indirectly through Permitted Syndications (as defined in the Interim Investor Agreement) with the Escrow Agent an amount equal to the amount of the Commitment pursuant to the terms and conditions hereof and of the Escrow Agreement as soon as practicable and in any event on or before date that is the later of (i) one month after the execution of this letter agreement and (ii) 10 Business Days after the execution of the Escrow Agreement. Upon the satisfaction of conditions to funding as set forth under Section 2 hereof, or in the event that any amount is due and payable under the Limited Guarantee issued by CICC Healthcare Investment Fund, L.P. to the Company (the “Applicable Limited Guarantee”) pursuant to the terms thereof and subject to applicable laws and regulations, the Sponsor and Parent shall jointly and promptly cause (x) the amount so deposited with the Escrow Agent pursuant to this Section 1(b) be released to the Parent (which shall constitute the Sponsor’s payment of the Commitment under Section 1(a) hereof to the extent of the amount so released from the escrow account to Parent) or (y) a portion of the amount so deposited with the Escrow Agent pursuant to this Section 1(b) in the amount equal to the Maximum Amount set forth in such Applicable Limited Guarantee be released to the Company (which shall constitute the Sponsor’s performance in full of its obligation under Section 1(a) of the Applicable Limited Guarantee), as appropriate, with the balance remaining in the escrow account (if any) including interest accrued in the escrow account released to the Sponsor. Upon the termination of this letter agreement pursuant to Section 3 hereof where no amount is due under the Applicable Limited Guarantee, the Sponsor and Parent shall jointly and promptly cause the amount so deposited with the Escrow Agent pursuant to this Section 1(b), together with all interest accrued in the escrow account, be released to the Sponsor. Notwithstanding anything to the contrary herein, if no Escrow Agreement is entered into or an amount less than the amount of the Commitment has been deposited with the Escrow Agent, or the amount available in the escrow account for release to Parent pursuant to the terms of this Section 1(b) is less than the amount of the Commitment, the Sponsor shall make, or cause to be made, directly or indirectly through Permitted Syndications (as defined in the Interim Investor Agreement), the payment of the Commitment to the Parent pursuant to other terms hereof to the extent not satisfied by the amount released to the Parent from the escrow account.

2. Conditions to Funding. The Sponsor’s obligation to pay the Commitment to Parent shall be subject to (i) the execution and delivery of the Merger Agreement by the Company and each other ECL by the parties thereto; (ii) the satisfaction, or waiver by Parent (pursuant to the terms of the Interim Investor Agreement), of each of the conditions to Parent’s and Merger Sub’s obligations to effect the Merger set forth in Sections 7.01 and 7.02 of the Merger Agreement as in effect from time to time (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the prior or substantially concurrent satisfaction or waiver (pursuant to the terms of the Interim Investor Agreement) of such conditions); (iii) the substantially contemporaneous consummation of the contribution of the Rollover Shares by each Rollover Shareholder pursuant to Articles III (Rollover) of the Support Agreement, or Parent or Company, as applicable, concurrently seeking enforcement of Articles III (Rollover) the Support Agreement against such Rollover Shareholder, (iv) the substantially contemporaneous funding to Parent in full of the contributions by each Other Sponsor contemplated by the other ECLs directly or indirectly through Permitted Syndications or as otherwise permitted under the Interim Investor Agreement, which shall not have been modified, amended or altered in any manner adverse to the Sponsor without the Sponsor’s prior written consent, or Parent or Company, as applicable, concurrently seeking enforcement of the applicable ECL against such Other Sponsor, provided, that the satisfaction or failure of the condition set forth in item (iv) shall not limit or impair the ability of Parent or the Company to seek enforcement of the obligations of the Sponsor under and in accordance with this letter agreement, if (x) the Company is also concurrently seeking enforcement of the other ECLs or (y) each Other Sponsor has satisfied or will satisfy its obligations under its ECLs in full concurrently with or prior to the funding of the Commitment by the Sponsor hereunder in accordance with this letter agreement; and (v) the substantially concurrent consummation of the Closing, provided, that if the Company seeks specific performance in accordance with Section 9.08 of the Merger Agreement and Parent or Merger Sub is ordered by a court of competent jurisdiction in a final non-appealable Order to specifically perform their obligations to effect the Closing pursuant to the Merger Agreement, the conditions set forth in this item (v) shall be deemed satisfied.

3. Termination. This letter agreement, and the obligation of the Sponsor to fund the Commitment will terminate automatically and immediately upon the earliest to occur of (i) the Closing, so long as the Sponsor has at or prior to the Closing fully funded and paid to Parent the Commitment, (ii) the valid termination of the Merger Agreement in accordance with its terms, (iii) the discharge in full of its obligation to complete the funding of the Commitment at or prior to the Closing, and (iv) the assertion by the Company or any of its controlled Affiliates (which for the purpose of this Agreement, shall have the meaning set forth in the Interim Investor Agreement), directly or indirectly, in any litigation or other Action of any claim (whether in tort, contract or otherwise) against the Sponsor, any Non-Recourse Party, Parent, Merger Sub, any Other Sponsor or any Non-Recourse Party as defined in the other ECLs, as applicable, relating to this letter agreement, any other ECL, the Limited Guarantees, the Merger Agreement, the Support Agreement, or any of the transactions contemplated hereby or thereby (other than (a) a claim seeking an Order of specific performance or other equitable relief to cause the funding of the Commitment in accordance with Section 6(a) hereof and/or the funding of the “Commitment” of any Other Sponsor in accordance with Section 6(a) of their applicable ECLs or (b) a claim seeking an Order of specific performance or other equitable relief against Parent or Merger Sub in accordance with Section 9.08 of the Merger Agreement). Upon termination of this letter agreement, the Sponsor shall not have any further obligations or liabilities hereunder.

4. Amendment. Neither this letter agreement nor any provision hereof may be amended, modified, supplemented, or waived without the prior written consent of (i) Parent and the Sponsor and (ii) with respect to any provisions of this letter agreement with respect to which the Company is expressly made a third party beneficiary or to the extent that such amendment or modification would be adverse to the Company Third Party Beneficiary Rights, the Company.

5. Confidentiality. This letter agreement shall be treated as confidential and is being provided to Parent solely in connection with the transactions contemplated by the Merger Agreement, including the Merger. Unless required by applicable Laws, regulations or rules (including rules promulgated by either the SEC or Nasdaq), this letter agreement may not be used, circulated, quoted or otherwise referred to in any document, except the Merger Agreement or any documents contemplated therein or otherwise with the Sponsor’s consent. Notwithstanding the foregoing, a copy of this letter agreement may be provided to the Company if the Company agrees to treat the letter as confidential, provided, that, each of the Company, Parent and the Sponsor may disclose the existence and content of this letter agreement (i) to its Affiliates and Representatives who need to know the existence of this letter agreement and are subject to confidentiality obligations, (ii) to the extent required by applicable Laws, regulations or rules (including rules promulgated by either the SEC or Nasdaq) or in connection with any SEC filings relating to the Merger, (iii) in connection with any litigation relating to the Merger, the Merger Agreement, and the transactions contemplated thereby as permitted by or provided for in the Merger Agreement, or (iv) by the Sponsor to any Non-Recourse Party that needs to know of the existence of and content of this letter agreement.

#### 6. Third Party Beneficiary.

(a) This letter agreement shall inure to the benefit of and be binding upon Parent and the Sponsor. This letter agreement may only be enforced by Parent or the Sponsor, and none of the creditors of Parent or Merger Sub nor any other Person that is not a party to this letter agreement shall have any right to enforce this letter agreement or to cause Parent to enforce this letter agreement; provided, that, to the extent the Company is entitled to specific performance pursuant to and subject to the conditions in Section 9.08 of the Merger Agreement, and subject to Sections 2, 6(b), 7 and 8 hereof, the Company is an express third party beneficiary of the rights granted to Parent under this letter agreement to the extent of the rights set forth in Sections 1, 4, 6, 7, 8 and 9 and shall be entitled to seek an injunction or an order of specific performance (or another non-monetary equitable remedy) to cause the Commitment to be funded in accordance with Section 1 (the “Company Third Party Beneficiary Rights”). The parties hereby agree that subject to the Company Third Party Beneficiary Rights, their respective representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto in accordance with and subject to the terms of this letter agreement, and this letter agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder or any rights to enforce the Commitment or any provision of this letter agreement.

(b) Subject to the terms and conditions set forth herein, the Company shall be entitled to specifically enforce Parent's right to cause the Commitment to be funded to Parent solely to the extent permitted under Section 6(a) hereof and the Company shall not be a third party beneficiary for any purpose (including, without limitation, any claim for monetary damages hereunder or under the Merger Agreement) other than as specified in Section 6(a) hereof. The Company hereby agrees that specific performance shall be its sole and exclusive remedy with respect to any breach by the Sponsor of this letter agreement and that the Company may not seek or accept any other form of relief that may be available for any such breach of this letter agreement (including monetary damages), provided, that, notwithstanding anything to the contrary, if the Company seeks specific performance for such breach of this letter agreement as permitted under Section 6(a), and a court of competent jurisdiction in a final, non-appealable determination as to the availability of specific performance does not specifically enforce any obligation of the Sponsor hereunder pursuant to any proceeding for specific performance brought against the Sponsor, then the Company shall have the right to seek the payments contemplated by, and subject to the terms and conditions of, Section 1 of the Limited Guarantee executed and delivered to the Company by the Sponsor (subject to the limitations and conditions therein). In addition, the Company shall, and shall cause each of its Affiliates to, cause any proceeding still pending to be dismissed with prejudice upon the earlier of (i) the consummation of the Closing by Parent or (ii) payment of the Parent Termination Fee pursuant to the Merger Agreement.

(c) Notwithstanding anything to the contrary set forth herein, in no event shall the aggregate amount of liabilities of the Sponsor under this letter agreement exceed the Cap. No Person may enforce the Sponsor's obligations under this letter agreement without giving effect to the foregoing sentence. Notwithstanding the foregoing, if the Company or any of its Affiliates asserts in any proceeding or other Action of any claim (whether in tort, contract or otherwise) that the Cap on the Sponsor's liabilities hereunder or the Cap (as defined in each other ECL) on any Other Sponsor's liabilities, is illegal, invalid or unenforceable in whole or in part, then if the Sponsor has previously made any payments under this letter agreement, it shall be entitled to recover such payments, and the Sponsor shall have no liabilities or obligations to any Person under this letter agreement. For the purpose of this Agreement, "Cap" means the amount of the Commitment less the amount of the portion of the Commitment that has been funded in accordance with the terms hereof.

7. Governing Law. This letter agreement and all disputes or controversies arising out of, or relating to, this letter agreement or the transaction contemplated hereby shall be interpreted, construed and governed by and in accordance with the laws of New York without regard to the conflicts of law principles thereof.

8. Submission to Jurisdiction. Subject to the last sentence of this Section 8, any Action arising out of or relating to this letter agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this letter agreement) shall be submitted to HKIAC and resolved in accordance with the Administrative Arbitration Rules of HKIAC. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s) shall nominate jointly one Arbitrator; the respondent(s) shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Administrative Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

9. Assignments. This letter agreement shall not be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other party and the Company; provided, that without the prior written consent of Parent and the Company, the rights, interests or obligations under this letter agreement may be assigned or delegated, in whole or in part, by the Sponsor to one or more of its Affiliates or in connection with a Permitted Syndication, provided, that no such assignment or delegation shall relieve the Sponsor of its obligations hereunder to the extent not performed by such assignees or delegees. Any attempted assignment in violation of this Section 9 shall be null and void.

10. Representations. Each Party hereby represents and warrants with respect to itself to the other Party that (a) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and has full legal right, power, capacity and authority to execute and deliver this letter agreement, to perform the obligations hereunder and to consummate the transactions contemplated hereby; (b) this letter agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation, enforceable against it in accordance with the terms of this letter agreement, subject to the Enforceability Exceptions; (c) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Authority or any other person necessary for the due execution, delivery and performance of this letter agreement by it have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority or any other person is required in connection with the execution, delivery or performance of this letter agreement; (d) there is no Action pending against it, or, to its knowledge, threatened against it, that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by it of its obligations under this letter agreement; (e) the execution, delivery and performance by it of this letter agreement does not (i) violate any applicable Law or court judgment, or (ii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any benefit under, or otherwise require the consent or approval of any other person pursuant to, any Contract to which it is a party. The Sponsor hereby further represents and warrants to Parent that (a) it will have, immediately prior to Closing, sufficient and readily available funds in United States Dollars to pay the Commitment pursuant to this letter agreement as well as to fulfill its other obligations under this letter agreement and all of its other unfunded contractually binding equity commitments that are then outstanding; and (b) the Commitment is less than the maximum amount that Sponsor is permitted to invest in any one portfolio investment pursuant to the terms of its constituent documents or otherwise.

11. No Recourse. Notwithstanding anything that may be expressed or implied in this letter agreement or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this letter agreement, Parent covenants, agrees and acknowledges that no Person other than the Sponsor has any obligation hereunder. Without limiting the generality of the foregoing, and notwithstanding anything that may be expressed or implied in this letter agreement, or any document or instrument delivered in connection herewith, Parent, by its acceptance of the benefits of this letter agreement, covenants, agrees and acknowledges that (a) no Person (other than Sponsor, Parent and their respective successors and permitted assignees) has any obligation or liability hereunder (whether of an equitable, contractual, tort, statutory or other nature), and (b) notwithstanding that Sponsor may be a partnership or limited liability company, Parent has no right of recovery under this letter agreement or under any document or instrument delivered in connection herewith or in respect of any representations made or alleged to have been made in connection herewith or therewith, or for any claim based on, in respect of, or by reason of, such obligations or their creation, against, and no recourse shall be had against, and no personal liability shall attach to, any former, current or future direct or indirect holder of any equity, stock, general or limited partnership or limited liability company interest, controlling Person, management company, portfolio company, incorporator, director, officer, employee, agent, advisor, attorney, representative, Affiliate, members, managers, general or limited partners, shareholders, stockholders or assignees of the Sponsor (other than any permitted assignee under Section 9) or any former, current or future direct or indirect holder of any equity, stock, general or limited partnership or limited liability company interest, controlling Person, management companies, portfolio companies, incorporators, directors, officers, employees, agents, advisors, attorneys, representatives, Affiliates, members, managers, general or limited partners, shareholders, stockholders or assignees (other than any permitted assignee under Section 9) of any of the foregoing (each, a "Non-Recourse Party"), through Sponsor or otherwise, whether by or through attempted piercing the corporate veil, by or through a claim (whether at law or equity or in tort, contract or otherwise) by or on behalf of Parent or Sponsor against any Non-Recourse Party, whether by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise. For the avoidance of doubt, none of Sponsor, Parent, Merger Sub, the Other Sponsors or their respective successors and assigns under the Merger Agreement, this letter agreement, the other ECLs, the Limited Guarantees shall be a Non-Recourse Party.

12. Notices. All notices and other communications hereunder shall be in writing (in the English language), and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or email (unless an error message is generated with respect to such delivery by facsimile or email), (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier, or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to Parent, to:

Mr. Sizhen Wang  
1-2/F, Building 11  
Zone 1, No. 8 Life Science Parkway  
Changping District, Beijing, 102206  
People's Republic of China

if to the Sponsor, to:

Mr. Hantao Huang  
36F, China World Tower B  
No.1 Jian Guo Men Wai Avenue  
Beijing 100004  
People's Republic of China  
Email:

13. Entire Agreement. This letter agreement, together with the Interim Investor Agreement, the Limited Guarantee, the Support Agreement, the Confidentiality Agreements and the Merger Agreement, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, both written and oral, between the parties with respect to the subject matter hereof.

14. Severability. Any term or provision of this letter agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the sole extent of such invalidity or unenforceability without rendering invalid or unenforceable the remainder of such term or provision or the remaining terms and provisions of this letter agreement in any jurisdiction and, if any provision of this letter agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

15. Counterparts. This letter agreement may be executed in counterparts and by facsimile or in .pdf format, each of which, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, this letter agreement is executed and effective as of date first written above.

Sponsor:

CICC Healthcare Investment Fund, L.P.

By: CICC Healthcare Investment  
Management Limited, its general partner

By: /s/ Xia Wu

Name: Xia Wu

Title: Director

/s/ Jin Wang

Name: Jin Wang

Title: Director

*[Signature Page to Equity Commitment Letter]*

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Agreed to and acknowledged  
as of the date first written above:

Parent:

New Genetron Holding Limited

By: /s/ Sizhen Wang

Name: Sizhen Wang

Title: Director

*[Signature Page to Equity Commitment Letter]*

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**LIMITED GUARANTEE**

This Limited Guarantee (this "Limited Guarantee"), dated as of October 11, 2023, is made by Tianjin Kangyue Business Management Partnership (Limited Partnership), a limited partnership organized under the laws of the PRC (the "Guarantor"), in favor of Genetron Health (Beijing) Co., Ltd. ( ) (the "Guaranteed Party"), a wholly-owned subsidiary of Genetron Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Target"). Unless otherwise indicated, capitalized terms used but not defined in this Limited Guarantee shall have the meanings assigned to them in the Merger Agreement (as defined below).

**1. GUARANTEE.**

(a) To induce the Target to enter into that certain Agreement and Plan of Merger, dated as of the date hereof, by and among New Genetron Holding Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Parent"), Genetron New Co Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("Merger Sub"), and the Target (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Target, the Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Guaranteed Party the due and punctual payment and discharge if, as and when due of 7.2% (the "Guaranteed Percentage") of the payment obligations of Parent with respect to (i) the payment of the Parent Termination Fee pursuant to Section 8.06(b) of the Merger Agreement, and (ii) the reimbursement obligations of Parent pursuant to Section 8.06(d) of the Merger Agreement, in each case subject to the limitations set forth in Section 8.06(f) of the Merger Agreement (the obligations contemplated by the immediately preceding clauses (i) and (ii) collectively, without regard to the Guaranteed Percentage, the "Obligations"); provided, that notwithstanding anything to the contrary contained in this Limited Guarantee, this Limited Guarantee may be enforced for money damages only and in no event shall the Guarantor's aggregate liability under this Limited Guarantee exceed Renminbi equivalent of US\$184,021 (by applying the U.S. dollars to Renminbi exchange rate published by The People's Bank of China on - (pbc.gov.cn) as of the date on which the Merger Agreement is terminated, and if such termination date is a non-Business Day in PRC, as of the next succeeding Business Day in PRC) plus any amount required to be paid under Section 1(c) below (the "Maximum Amount"). The Guarantor shall not have any obligations or liability to any person relating to, arising out of or in connection with this Limited Guarantee other than as expressly set forth herein or in the Equity Commitment Letter. The parties agree that this Limited Guarantee may not be enforced without giving effect to the proviso to the immediately preceding sentence, including the Maximum Amount and the terms under Section 9 of this Limited Guarantee, and that the Guaranteed Party will not seek to enforce this Limited Guarantee for an amount in excess of the Maximum Amount. Unless otherwise requested by the Guaranteed Party, all payments hereunder shall be made in Renminbi, in immediately available funds.

(b) Subject to the terms and conditions of this Limited Guarantee, if Parent fails to pay the Obligations when due, then all of the Guarantor's liabilities to the Guaranteed Party hereunder in respect of the Obligations shall become immediately due and payable and the Guaranteed Party may, at the Guaranteed Party's option and so long as Parent remains in breach of the Obligations, take any and all actions available hereunder or under applicable Law to collect the Obligations from the Guarantor. The Guarantor promises and undertakes to make all payments hereunder free and clear of any deduction, offset, defense, claim or counterclaim of any kind.

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(c) The Guarantor agrees to pay on demand all reasonable and documented out-of-pocket expenses (including reasonable fee and expenses of counsel) incurred by the Guaranteed Party in connection with the enforcement of its rights hereunder, including without limitation in the event that (i) the Guarantor asserts in any Action that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms and the Guaranteed Party prevails in such Action, or (ii) the Guarantor fails or refuses to make any payments to the Guaranteed Party hereunder if and when due and payable and it is determined judicially or by arbitration that the Guarantor is required to make such payment hereunder, which amounts will be in addition to the Obligations.

2. NATURE OF GUARANTEE. Subject to the terms hereof, the Guarantor's liability hereunder is absolute, unconditional, irrevocable and continuing irrespective of any modification, amendment, or waiver of or any consent to departure from the Merger Agreement that may be agreed to by Parent or Merger Sub, or any other agreement or instrument evidencing, securing or otherwise executed by Parent, Merger Sub, or any other Person in connection with any of the Obligations, in each case to the extent that any of the foregoing does not have the effect of increasing the Maximum Amount. Without limiting the foregoing, the Guaranteed Party shall not be obligated to file any claim relating to the Obligations in the event that Parent or Merger Sub becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment from the Guarantor to the Guaranteed Party in respect of the Obligations is rescinded or must otherwise be, and is, returned to the Guarantor for any reason whatsoever, the Guarantor shall remain liable hereunder as if such payment had not been made. This Limited Guarantee is an unconditional guarantee of payment and performance and not of collectability. The Guarantor reserves the right to assert as a defense to such payment by the Guarantor under this Limited Guarantee any rights, remedies and defenses that Parent or Merger Sub may have with respect to payment of any Obligations under the Merger Agreement, other than defenses arising from the bankruptcy or insolvency of Parent or Merger Sub and other defenses expressly waived herein. This Limited Guarantee is a primary and original obligation of the Guarantor and is not merely the creation of a surety relationship, and the Guaranteed Party shall not be required to proceed against Parent or Merger Sub first before proceeding against the Guarantor.

### 3. CHANGES IN OBLIGATIONS; CERTAIN WAIVERS.

(a) The Guarantor agrees that the Guaranteed Party may, in its sole discretion, at any time and from time to time, extend the time of payment of any of the Obligations, and may also make any agreement with Parent or Merger Sub, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Guaranteed Party and Parent, Merger Sub, or such other person without in any way impairing or affecting the Guarantor's obligations under this Limited Guarantee or affecting the validity or enforceability of this Limited Guarantee provided, that the consent of the Guarantor shall be required to the extent it has the effect of expanding the circumstances under which the obligations will be payable. The Guaranteed Party shall not release any of the other guarantors (if any, the "Other Guarantors") under other limited guarantees in the form substantially the same with this Limited Guarantee (the "Other Guarantees") from any obligations under such Other Guarantees or amend or waive any provision of such Other Guarantees except to the extent the Guarantor under this Limited Guarantee is released or the provisions of the Limited Guarantee are amended or waived, in each case, on terms and conditions no less favorable than those applicable to the Other Guarantees. The Guarantor agrees that, except as set forth in the last sentence of the Section 3(d) and except for termination in accordance with Section 8 of this Limited Guarantee, the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by, without duplication, (i) the failure or delay of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Parent, Merger Sub, or any other person interested in the transactions contemplated by the Merger Agreement; (ii) any change in the corporate existence, structure or ownership of Parent, Merger Sub, or any other person interested in the transactions contemplated by the Merger Agreement; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Parent, Merger Sub or any other person interested in the transactions contemplated by the Merger Agreement; (iv) except as expressly provided herein, the existence of any claim, set-off or other right that the Guarantor may have at any time against Parent, Merger Sub or the Guaranteed Party, whether in connection with the Obligations or otherwise; (v) any change in the time, place or manner of payment of any of the Obligations, or any recession, waiver, compromise, consolidation or other amendment or modification of any of the terms or provisions of the Merger Agreement made in accordance with the terms thereof (in each case, except in the event of any amendment to the circumstances under which the Obligations are payable); (vi) the adequacy of any other means the Guaranteed Party may have of obtaining repayment of any of the Obligations; (vii) any other act or omission that may in any manner or to any extent vary the risk of or to the Guarantor or otherwise operate as an addition, substitution, legal or equitable discharge or release (in the case of a discharge or release, other than a discharge or release of the Guarantor with respect to the Obligations as a result of payment in full of the Obligations in accordance with their terms, a full discharge or release of Parent with respect to the Obligations under the Merger Agreement, or as a result of valid defenses to the payment of the Obligations that would be available to Parent under the Merger Agreement) of any person now or hereafter liable with respect to any portion of the Obligations or otherwise interested in the transactions contemplated by the Merger Agreement as a matter of law or equity (other than as a result of payment in full of the Obligations in accordance with their terms, a full discharge or release of Parent with respect to the Obligations under the Merger Agreement, or as a result of valid defenses to the payment of the Obligations that would be available to Parent under the Merger Agreement or in respect of a breach by the Guaranteed Party of Section 8 hereof); or (viii) the value, validity, legality or enforceability of the Merger Agreement, the Other Guarantees, or any other agreement or instrument referred to herein or therein.

(b) The Guarantor waives promptness, diligence, notice of the acceptance of this Limited Guarantee and of the Obligations, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of the incurrence of any Obligations and all other notices (other than notices expressly required to be provided to Parent and Merger Sub pursuant to the Merger Agreement), all defenses that may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshaling of assets of any person interested in the transactions contemplated by the Merger Agreement, and all suretyship defenses generally (other than valid defenses to the payment of the Obligations that are available to Parent or Merger Sub under the Merger Agreement). The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers set forth in this Limited Guarantee are knowingly made in contemplation of such benefits.

(c) The Guarantor hereby unconditionally and irrevocably waives and agrees not to exercise any rights that it may now have or hereafter acquire against Parent or Merger Sub that arise from the existence, payment, performance, or enforcement of the Guarantor's obligations under or in respect of this Limited Guarantee or any other agreement in connection therewith, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party against Parent or Merger Sub, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from Parent or Merger Sub, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Obligations and all other amounts payable under this Limited Guarantee shall have been paid in full in immediately available funds (or by any other person, including Merger Sub, on behalf of the Guarantor). If any amount shall be paid to the Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in immediately available funds of the Obligations and all other amounts payable under this Limited Guarantee, such amount shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of the Guarantor and shall forthwith be paid or delivered to the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Obligations and all other amounts payable under this Limited Guarantee, whether matured or unmatured, or to be held as collateral for any Obligations or other amounts payable under this Limited Guarantee thereafter arising.

(d) Notwithstanding anything to the contrary contained in this Limited Guarantee but subject to clause (v) under Section 3(a), the Guaranteed Party hereby agrees that to the extent Parent or Merger Sub is relieved of all or any portion of its payment obligations under the Merger Agreement, the Guarantor shall be similarly relieved of its corresponding obligations under this Limited Guarantee.

4. **NO WAIVER; CUMULATIVE RIGHTS.** No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power hereunder. Each and every right, remedy and power hereby granted to the Guaranteed Party or allowed it by Law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time. The Guaranteed Party shall not have any obligation to proceed at any time or in any manner against, or exhaust any or all of the Guaranteed Party's rights against Parent or Merger Sub or any other persons now or hereafter liable for any Obligations or interested in the transactions contemplated by the Merger Agreement prior to proceeding against the Guarantor, and the failure by the Guaranteed Party to pursue rights or remedies against Parent or Merger Sub shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights, remedies, whether express, implied or available as a matter of law, of the Guaranteed Party.

5. REPRESENTATIONS AND WARRANTIES. The Guarantor hereby represents and warrants to the Guaranteed Party that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction where it is formed and has all requisite power and authority to execute, deliver and perform this Limited Guarantee and the execution, delivery and performance of this Limited Guarantee have been duly authorized by all necessary action on the Guarantor's part;

(b) the execution, delivery and performance of this Limited Guarantee do not contravene any Law or contractual restriction binding on the Guarantor or its assets;

(c) all consents, approvals, authorizations and permits of, filings with and notifications to, any Governmental Authority necessary for the due execution, delivery and performance of this Limited Guarantee by the Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority is required from the Guarantor in connection with the execution, delivery or performance of this Limited Guarantee;

(d) this Limited Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to the Enforceability Exceptions; and

(e) (i) the Guarantor is solvent and will not be rendered insolvent as a result of its execution and delivery of this Limited Guarantee or the performance of its obligations hereunder, (ii) the Guarantor has the financial capacity to pay and perform its obligations under this Limited Guarantee, and (iii) all funds necessary for the Guarantor to fulfill its obligations under this Limited Guarantee shall be available to the Guarantor for so long as this Limited Guarantee shall remain in effect in accordance with the terms of this Limited Guarantee.

6. NO ASSIGNMENT. No party hereto may assign its rights, interests or obligations hereunder to any other person without the prior written consent of each other party hereto; provided, that the Guarantor may assign all or a portion of its obligations hereunder, with prior written notice to the Guaranteed Party accompanied by a guarantee in the form identical to this Limited Guarantee duly executed and delivered by the assignee, to an Affiliate of the Guarantor; provided further, that no such assignment shall relieve the Guarantor of any liability or obligations hereunder except to the extent actually performed or satisfied by the assignee.

7. NOTICES. All notices, requests and other communications to any party hereunder shall be given in the manner specified in the Merger Agreement (and shall be deemed given as specified therein) as follows:

if to the Guarantor, to:

Mr. Hantao Huang  
36F, China World Tower B  
No.1 Jian Guo Men Wai Avenue  
Beijing 100004  
People's Republic of China  
Email:

if to the Guaranteed Party, as provided with respect to the Target in the Merger Agreement.

8. TERMINATION; CONTINUING GUARANTEE. Subject to Section 3(d), this Limited Guarantee shall take effect concurrently with other limited guarantee executed by Other Guarantees, and shall terminate and the Guarantor shall have no further obligations hereunder upon the earliest to occur of (a) the Effective Time, (b) the payment in full of the Obligations subject always to the Maximum Amount, and (c) the valid termination of the Merger Agreement in accordance with its terms under the circumstance in which Parent and/or Merger Sub would not be obligated to make any payment of any Obligations. Notwithstanding the immediately preceding sentence, the obligations of the Guarantor hereunder shall expire automatically six (6) months following the valid termination of the Merger Agreement in a manner that gives rise to an obligation of Parent and/or Merger Sub to make any payment of any Obligations at the time of such termination (the “Fee Claim Period”), unless a claim for payment of the Obligations, subject always to the Maximum Amount, is made in accordance with this Limited Guarantee prior to the end of the Fee Claim Period, in which case the Guarantor’s obligations hereunder shall be discharged upon the date on which such claim is finally satisfied or otherwise resolved by agreement of the parties hereto pursuant to Section 12 (and payment in full of any amounts required to be paid by such resolution). Notwithstanding the foregoing, in the event that the Guaranteed Party or any of its controlled Affiliates asserts in any litigation or other proceeding that any provisions of this Limited Guarantee limiting the Guarantor’s liability to the Maximum Amount are illegal, invalid or unenforceable in whole or in part or that the Guarantor is liable in excess of or to a greater extent than the Maximum Amount, or asserts any theory of liability against any Non-Recourse Party other than the Retained Claims (as defined below), then (x) all obligations of the Guarantor under this Limited Guarantee shall terminate *ab initio* and be null and void, (y) if the Guarantor has previously made any payments under this Limited Guarantee, it shall be entitled to recover the full amount of such payments and (z) neither the Guarantor nor any Non-Recourse Party shall have any liability to the Guaranteed Party with respect to the Merger Agreement and the transactions contemplated thereby, the Equity Financing or under this Limited Guarantee.

9. NO RECOURSE.

(a) The Guaranteed Party acknowledges and agrees that none of Parent or Merger Sub has any assets other than their respective rights under the Merger Agreement and the agreements contemplated thereby, and that no funds are expected to be contributed to Parent or Merger Sub until the Effective Time. Notwithstanding anything that may be expressed or implied in this Limited Guarantee or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party covenants, agrees and acknowledges that no person (other than the Guarantor and any of its permitted assignees) has any obligations under this Limited Guarantee and that the Guaranteed Party has no right of recovery under this Limited Guarantee, or any claim based on such obligations against, and no personal liability shall attach to, the former, current or future equity holders, controlling persons, directors, officers, employees, agents, representatives, general partners, limited partners, managers, members, advisors, attorneys, or Affiliates of any of the Guarantor, Parent or Merger Sub or their respective Affiliates, or any former, current or future equity holders, controlling persons, directors, officers, employees, agents, representatives, general partners, limited partners, managers, members, or Affiliates of any of the foregoing (each of these persons, a “Non-Recourse Party” and collectively, the “Non-Recourse Parties”), through the Guarantor, Parent or Merger Sub or otherwise, whether by or through attempted piercing of the corporate (or limited partnership or limited liability company) veil, by or through a claim by or on behalf of the Guarantor, Parent or Merger Sub against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise, except for claims against (i) Parent or Merger Sub under and pursuant to the terms of the Merger Agreement, (ii) the Guarantor under and pursuant to the terms of this Limited Guarantee and subject to the conditions hereof (including the Maximum Amount), (iii) each Other Guarantor under and pursuant to the terms of its Other Guarantee and subject to the conditions thereof (including the Maximum Amount as defined in such Other Guarantee), (iv) Parent and each Rollover Shareholder under and pursuant to the terms of the Support Agreement, and (v) each Sponsor pursuant to, in accordance with, and subject to the limitations set forth in the Equity Commitment Letter (the claims described in the foregoing clauses (i) through (v), whether or not against the Guarantor, Parent, Merger Sub, Rollover Shareholders, Other Guarantors, Sponsor and/or their respective successors and assigns, collectively, the “Retained Claims”), provided, that in the event the Guarantor (x) consolidates with or merges with any other person and is not the continuing or surviving entity of such consolidation or merger or (y) transfers or conveys all or a substantial portion of its properties and other assets to any person such that the aggregate sum of the Guarantor’s remaining net assets is less than an amount equal to its payment obligations hereunder as of the time of such transfer, then, and in each such case, the Guaranteed Party may seek recourse, whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding or by virtue of any applicable Law, against such continuing or surviving entity or such person, as the case may be, but only if the Guarantor fails to satisfy its payment obligations hereunder and only to the extent of the liability of the Guarantor hereunder. For the avoidance of doubt, none of the Guarantor, Parent, Merger Sub, Rollover Shareholders, Other Guarantors, Sponsor or their respective successors and permitted assigns under the Merger Agreement, the Support Agreement, the Other Guarantees, the Equity Commitment Letters or this Limited Guarantee shall be a Non-Recourse Party.

(b) Notwithstanding anything to the contrary contained in this Limited Guarantee, the Retained Claims shall be the sole and exclusive remedy of the Guaranteed Party and its Affiliates against the Guarantor and the Non-Recourse Parties in respect of any liabilities or obligations arising under, or in connection with the Merger Agreement, the Support Agreement, the Equity Financing or the transactions contemplated thereby. The Guaranteed Party hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its controlled Affiliates not to institute, directly or indirectly, any Action arising under, or in connection with, the Merger Agreement or this Limited Guarantee or the transactions contemplated hereby or thereby, against the Guarantor or any Non-Recourse Party, except for the Retained Claims. Nothing set forth in this Limited Guarantee shall affect or be construed to affect any liability of Parent or Merger Sub to the Guaranteed Party under the Merger Agreement. Nothing set forth in this Limited Guarantee shall give or be construed to give any person other than the Guaranteed Party any rights or remedies against any person, except as expressly set forth in this Limited Guarantee.

10. AMENDMENTS AND WAIVERS. No amendment or waiver of any provision of this Limited Guarantee will be valid and binding unless it is in writing and signed, in the case of an amendment, by the Guarantor and the Guaranteed Party, or in the case of waiver, by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation of, or default under, this Limited Guarantee, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

11. ENTIRE AGREEMENT. This Limited Guarantee, the Merger Agreement (including any schedules, exhibits and annexes thereto and any other documents and instruments referred to thereunder, including the Support Agreement, Confidentiality Agreements, Equity Commitment Letters and the Other Guarantees) constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

12. GOVERNING LAW; SUBMISSION TO JURISDICTION. This Limited Guarantee shall be interpreted, construed and governed by and in accordance with the laws of New York without regard to the conflicts of law principles thereof. Subject to the last sentence of this Section 12, any Action arising out of or relating to this Limited Guarantee or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Limited Guarantee) shall be submitted to HKIAC and resolved in accordance with the Arbitration Rules of HKIAC. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s) shall nominate jointly one Arbitrator; the respondent(s) shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

13. NO THIRD PARTY BENEFICIARIES. This Limited Guarantee shall be binding upon and insure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing express or implied in this Limited Guarantee is intended to, or shall, confer upon any other Person other than the parties hereto any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Guaranteed Party to enforce, the obligations set forth herein; provided, that the Non-Recourse Parties shall be third party beneficiaries of the provisions hereof that are expressly for their benefit.



14. COUNTERPARTS. This Limited Guarantee may be signed in any number of counterparts and may be executed and delivered by facsimile or email pdf format, and each counterpart shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

15. SEVERABILITY. If any term or other provision of this Limited Guarantee is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Limited Guarantee shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party; provided, that this Limited Guarantee may not be enforced against the Guarantor without giving effect to the Maximum Amount or the provisions set forth in Sections 1, 8 and 9. No party hereto shall assert, and each party shall cause its controlled Affiliates not to assert, that this Limited Guarantee or any part hereof is invalid, illegal or unenforceable. Upon a determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Limited Guarantee so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

16. HEADINGS. Headings are used for reference purposes only and do not affect the meaning or interpretation of this Limited Guarantee.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Guarantor has caused this Limited Guarantee to be executed and delivered as of the date first written above.

Tianjin Kangyue Business Management  
Partnership (Limited Partnership)  
( )

By: /seal/ Tianjin Kangyue Business Management  
Partnership (Limited Partnership)

/s/ Xia Wu

Name: Xia Wu

Title: Authorized Signatory

*[Signature Page to Limited Guarantee]*

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IN WITNESS WHEREOF, the Guaranteed Party has caused this Limited Guarantee to be executed and delivered as of the date first written above by its officer thereunto duly authorized.

Genetron Health (Beijing) Co., Ltd. (  
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By: /seal/ Genetron Health (Beijing) Co., Ltd.

/s/ Sizhen Wang

Name: Sizhen Wang

Title: Director

*[Signature Page to Limited Guarantee]*

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**LIMITED GUARANTEE**

This Limited Guarantee (this "Limited Guarantee"), dated as of October 11, 2023, is made by CICC Healthcare Investment Fund, L.P., a partnership organized under the laws of Cayman Islands (the "Guarantor"), in favor of Genetron Holdings Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Guaranteed Party"). Unless otherwise indicated, capitalized terms used but not defined in this Limited Guarantee shall have the meanings assigned to them in the Merger Agreement (as defined below).

**1. GUARANTEE.**

(a) To induce the Guaranteed Party to enter into that certain Agreement and Plan of Merger, dated as of the date hereof, by and among New Genetron Holding Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Parent"), Genetron New Co Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("Merger Sub"), and the Guaranteed Party (as may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Guaranteed Party, the Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Guaranteed Party the due and punctual payment and discharge if, as and when due of 19.1% (the "Guaranteed Percentage") of the payment obligations of Parent with respect to (i) the payment of the Parent Termination Fee pursuant to Section 8.06(b) of the Merger Agreement, and (ii) the reimbursement obligations of Parent pursuant to Section 8.06(d) of the Merger Agreement, in each case subject to the limitations set forth in Section 8.06(f) of the Merger Agreement (the obligations contemplated by the immediately preceding clauses (i) and (ii) collectively, without regard to the Guaranteed Percentage, the "Obligations"); provided, that notwithstanding anything to the contrary contained in this Limited Guarantee, this Limited Guarantee may be enforced for money damages only and in no event shall the Guarantor's aggregate liability under this Limited Guarantee exceed US\$486,340 plus any amount required to be paid under Section 1(c) below (the "Maximum Amount"). The Guarantor shall not have any obligations or liability to any person relating to, arising out of or in connection with this Limited Guarantee other than as expressly set forth herein or in the Equity Commitment Letter. The parties agree that this Limited Guarantee may not be enforced without giving effect to the proviso to the immediately preceding sentence, including the Maximum Amount and the terms under Section 9 of this Limited Guarantee, and that the Guaranteed Party will not seek to enforce this Limited Guarantee for an amount in excess of the Maximum Amount. Unless otherwise requested by the Guaranteed Party, all payments hereunder shall be made in lawful money of the United States, in immediately available funds.

(b) Subject to the terms and conditions of this Limited Guarantee, if Parent fails to pay the Obligations when due, then all of the Guarantor's liabilities to the Guaranteed Party hereunder in respect of the Obligations shall become immediately due and payable and the Guaranteed Party may, at the Guaranteed Party's option and so long as Parent remains in breach of the Obligations, take any and all actions available hereunder or under applicable Law to collect the Obligations from the Guarantor. The Guarantor promises and undertakes to make all payments hereunder free and clear of any deduction, offset, defense, claim or counterclaim of any kind.

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(c) The Guarantor agrees to pay on demand all reasonable and documented out-of-pocket expenses (including reasonable fee and expenses of counsel) incurred by the Guaranteed Party in connection with the enforcement of its rights hereunder, including without limitation in the event that (i) the Guarantor asserts in any Action that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms and the Guaranteed Party prevails in such Action, or (ii) the Guarantor fails or refuses to make any payments to the Guaranteed Party hereunder if and when due and payable and it is determined judicially or by arbitration that the Guarantor is required to make such payment hereunder, which amounts will be in addition to the Obligations.

2. NATURE OF GUARANTEE. Subject to the terms hereof, the Guarantor's liability hereunder is absolute, unconditional, irrevocable and continuing irrespective of any modification, amendment, or waiver of or any consent to departure from the Merger Agreement that may be agreed to by Parent or Merger Sub, or any other agreement or instrument evidencing, securing or otherwise executed by Parent, Merger Sub, or any other Person in connection with any of the Obligations, in each case to the extent that any of the foregoing does not have the effect of increasing the Maximum Amount. Without limiting the foregoing, the Guaranteed Party shall not be obligated to file any claim relating to the Obligations in the event that Parent or Merger Sub becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment from the Guarantor to the Guaranteed Party in respect of the Obligations is rescinded or must otherwise be, and is, returned to the Guarantor for any reason whatsoever, the Guarantor shall remain liable hereunder as if such payment had not been made. This Limited Guarantee is an unconditional guarantee of payment and performance and not of collectability. The Guarantor reserves the right to assert as a defense to such payment by the Guarantor under this Limited Guarantee any rights, remedies and defenses that Parent or Merger Sub may have with respect to payment of any Obligations under the Merger Agreement, other than defenses arising from the bankruptcy or insolvency of Parent or Merger Sub and other defenses expressly waived herein. This Limited Guarantee is a primary and original obligation of the Guarantor and is not merely the creation of a surety relationship, and the Guaranteed Party shall not be required to proceed against Parent or Merger Sub first before proceeding against the Guarantor.

### 3. CHANGES IN OBLIGATIONS; CERTAIN WAIVERS.

(a) The Guarantor agrees that the Guaranteed Party may, in its sole discretion, at any time and from time to time, extend the time of payment of any of the Obligations, and may also make any agreement with Parent or Merger Sub, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Guaranteed Party and Parent, Merger Sub, or such other person without in any way impairing or affecting the Guarantor's obligations under this Limited Guarantee or affecting the validity or enforceability of this Limited Guarantee provided, that the consent of the Guarantor shall be required to the extent it has the effect of expanding the circumstances under which the obligations will be payable. The Guaranteed Party shall not release any of the other guarantors (if any, the "Other Guarantors") under other limited guarantees in the form substantially the same with this Limited Guarantee (the "Other Guarantees") from any obligations under such Other Guarantees or amend or waive any provision of such Other Guarantees except to the extent the Guarantor under this Limited Guarantee is released or the provisions of the Limited Guarantee are amended or waived, in each case, on terms and conditions no less favorable than those applicable to the Other Guarantees. The Guarantor agrees that, except as set forth in the last sentence of the Section 3(d) and except for termination in accordance with Section 8 of this Limited Guarantee, the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by, without duplication, (i) the failure or delay of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Parent, Merger Sub, or any other person interested in the transactions contemplated by the Merger Agreement; (ii) any change in the corporate existence, structure or ownership of Parent, Merger Sub, or any other person interested in the transactions contemplated by the Merger Agreement; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Parent, Merger Sub or any other person interested in the transactions contemplated by the Merger Agreement; (iv) except as expressly provided herein, the existence of any claim, set-off or other right that the Guarantor may have at any time against Parent, Merger Sub or the Guaranteed Party, whether in connection with the Obligations or otherwise; (v) any change in the time, place or manner of payment of any of the Obligations, or any recession, waiver, compromise, consolidation or other amendment or modification of any of the terms or provisions of the Merger Agreement made in accordance with the terms thereof (in each case, except in the event of any amendment to the circumstances under which the Obligations are payable); (vi) the adequacy of any other means the Guaranteed Party may have of obtaining repayment of any of the Obligations; (vii) any other act or omission that may in any manner or to any extent vary the risk of or to the Guarantor or otherwise operate as an addition, substitution, legal or equitable discharge or release (in the case of a discharge or release, other than a discharge or release of the Guarantor with respect to the Obligations as a result of payment in full of the Obligations in accordance with their terms, a full discharge or release of Parent with respect to the Obligations under the Merger Agreement, or as a result of valid defenses to the payment of the Obligations that would be available to Parent under the Merger Agreement) of any person now or hereafter liable with respect to any portion of the Obligations or otherwise interested in the transactions contemplated by the Merger Agreement as a matter of law or equity (other than as a result of payment in full of the Obligations in accordance with their terms, a full discharge or release of Parent with respect to the Obligations under the Merger Agreement, or as a result of valid defenses to the payment of the Obligations that would be available to Parent under the Merger Agreement or in respect of a breach by the Guaranteed Party of Section 8 hereof); or (viii) the value, validity, legality or enforceability of the Merger Agreement, the Other Guarantees, or any other agreement or instrument referred to herein or therein.

(b) The Guarantor waives promptness, diligence, notice of the acceptance of this Limited Guarantee and of the Obligations, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of the incurrence of any Obligations and all other notices (other than notices expressly required to be provided to Parent and Merger Sub pursuant to the Merger Agreement), all defenses that may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshaling of assets of any person interested in the transactions contemplated by the Merger Agreement, and all suretyship defenses generally (other than valid defenses to the payment of the Obligations that are available to Parent or Merger Sub under the Merger Agreement). The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers set forth in this Limited Guarantee are knowingly made in contemplation of such benefits.

(c) The Guarantor hereby unconditionally and irrevocably waives and agrees not to exercise any rights that it may now have or hereafter acquire against Parent or Merger Sub that arise from the existence, payment, performance, or enforcement of the Guarantor's obligations under or in respect of this Limited Guarantee or any other agreement in connection therewith, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party against Parent or Merger Sub, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from Parent or Merger Sub, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Obligations and all other amounts payable under this Limited Guarantee shall have been paid in full in immediately available funds (or by any other person, including Merger Sub, on behalf of the Guarantor). If any amount shall be paid to the Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in immediately available funds of the Obligations and all other amounts payable under this Limited Guarantee, such amount shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of the Guarantor and shall forthwith be paid or delivered to the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Obligations and all other amounts payable under this Limited Guarantee, whether matured or unmatured, or to be held as collateral for any Obligations or other amounts payable under this Limited Guarantee thereafter arising.

(d) Notwithstanding anything to the contrary contained in this Limited Guarantee but subject to clause (v) under Section 3(a), the Guaranteed Party hereby agrees that to the extent Parent or Merger Sub is relieved of all or any portion of its payment obligations under the Merger Agreement, the Guarantor shall be similarly relieved of its corresponding obligations under this Limited Guarantee.

4. NO WAIVER; CUMULATIVE RIGHTS. No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power hereunder. Each and every right, remedy and power hereby granted to the Guaranteed Party or allowed it by Law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time. The Guaranteed Party shall not have any obligation to proceed at any time or in any manner against, or exhaust any or all of the Guaranteed Party's rights against Parent or Merger Sub or any other persons now or hereafter liable for any Obligations or interested in the transactions contemplated by the Merger Agreement prior to proceeding against the Guarantor, and the failure by the Guaranteed Party to pursue rights or remedies against Parent or Merger Sub shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights, remedies, whether express, implied or available as a matter of law, of the Guaranteed Party.

5. REPRESENTATIONS AND WARRANTIES. The Guarantor hereby represents and warrants to the Guaranteed Party that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction where it is formed and has all requisite power and authority to execute, deliver and perform this Limited Guarantee and the execution, delivery and performance of this Limited Guarantee have been duly authorized by all necessary action on the Guarantor's part;

(b) the execution, delivery and performance of this Limited Guarantee do not contravene any Law or contractual restriction binding on the Guarantor or its assets;

(c) all consents, approvals, authorizations and permits of, filings with and notifications to, any Governmental Authority necessary for the due execution, delivery and performance of this Limited Guarantee by the Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority is required from the Guarantor in connection with the execution, delivery or performance of this Limited Guarantee;

(d) this Limited Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to the Enforceability Exceptions; and

(e) (i) the Guarantor is solvent and will not be rendered insolvent as a result of its execution and delivery of this Limited Guarantee or the performance of its obligations hereunder, (ii) the Guarantor has the financial capacity to pay and perform its obligations under this Limited Guarantee, and (iii) all funds necessary for the Guarantor to fulfill its obligations under this Limited Guarantee shall be available to the Guarantor for so long as this Limited Guarantee shall remain in effect in accordance with the terms of this Limited Guarantee.

6. **NO ASSIGNMENT.** No party hereto may assign its rights, interests or obligations hereunder to any other person without the prior written consent of each other party hereto; provided, that the Guarantor may assign all or a portion of its obligations hereunder, with prior written notice to the Guaranteed Party accompanied by a guarantee in the form identical to this Limited Guarantee duly executed and delivered by the assignee, to an Affiliate of the Guarantor; provided further, that no such assignment shall relieve the Guarantor of any liability or obligations hereunder except to the extent actually performed or satisfied by the assignee.

7. **NOTICES.** All notices, requests and other communications to any party hereunder shall be given in the manner specified in the Merger Agreement (and shall be deemed given as specified therein) as follows:

if to the Guarantor, to:

Mr. Hantao Huang  
36F, China World Tower B  
No.1 Jian Guo Men Wai Avenue  
Beijing 100004  
People's Republic of China  
Email:

if to the Guaranteed Party, as provided in the Merger Agreement.



8. TERMINATION; CONTINUING GUARANTEE. Subject to Section 3(d), this Limited Guarantee shall take effect concurrently with other limited guarantee executed by Other Guarantees, and shall terminate and the Guarantor shall have no further obligations hereunder upon the earliest to occur of (a) the Effective Time, (b) the payment in full of the Obligations subject always to the Maximum Amount, and (c) the valid termination of the Merger Agreement in accordance with its terms under the circumstance in which Parent and/or Merger Sub would not be obligated to make any payment of any Obligations. Notwithstanding the immediately preceding sentence, the obligations of the Guarantor hereunder shall expire automatically six (6) months following the valid termination of the Merger Agreement in a manner that gives rise to an obligation of Parent and/or Merger Sub to make any payment of any Obligations at the time of such termination (the "Fee Claim Period"), unless a claim for payment of the Obligations, subject always to the Maximum Amount, is made in accordance with this Limited Guarantee prior to the end of the Fee Claim Period, in which case the Guarantor's obligations hereunder shall be discharged upon the date on which such claim is finally satisfied or otherwise resolved by agreement of the parties hereto pursuant to Section 12 (and payment in full of any amounts required to be paid by such resolution). Notwithstanding the foregoing, in the event that the Guaranteed Party or any of its controlled Affiliates asserts in any litigation or other proceeding that any provisions of this Limited Guarantee limiting the Guarantor's liability to the Maximum Amount are illegal, invalid or unenforceable in whole or in part or that the Guarantor is liable in excess of or to a greater extent than the Maximum Amount, or asserts any theory of liability against any Non-Recourse Party other than the Retained Claims (as defined below), then (x) all obligations of the Guarantor under this Limited Guarantee shall terminate *ab initio* and be null and void, (y) if the Guarantor has previously made any payments under this Limited Guarantee, it shall be entitled to recover the full amount of such payments and (z) neither the Guarantor nor any Non-Recourse Party shall have any liability to the Guaranteed Party with respect to the Merger Agreement and the transactions contemplated thereby, the Equity Financing or under this Limited Guarantee.

9. NO RECOURSE.

(a) The Guaranteed Party acknowledges and agrees that none of Parent or Merger Sub has any assets other than their respective rights under the Merger Agreement and the agreements contemplated thereby, and that no funds are expected to be contributed to Parent or Merger Sub until the Effective Time. Notwithstanding anything that may be expressed or implied in this Limited Guarantee or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party covenants, agrees and acknowledges that no person (other than the Guarantor and any of its permitted assignees) has any obligations under this Limited Guarantee and that the Guaranteed Party has no right of recovery under this Limited Guarantee, or any claim based on such obligations against, and no personal liability shall attach to, the former, current or future equity holders, controlling persons, directors, officers, employees, agents, representatives, general partners, limited partners, managers, members, advisors, attorneys, or Affiliates of any of the Guarantor, Parent or Merger Sub or their respective Affiliates, or any former, current or future equity holders, controlling persons, directors, officers, employees, agents, representatives, general partners, limited partners, managers, members, or Affiliates of any of the foregoing (each of these persons, a "Non-Recourse Party" and collectively, the "Non-Recourse Parties"), through the Guarantor, Parent or Merger Sub or otherwise, whether by or through attempted piercing of the corporate (or limited partnership or limited liability company) veil, by or through a claim by or on behalf of the Guarantor, Parent or Merger Sub against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise, except for claims against (i) Parent or Merger Sub under and pursuant to the terms of the Merger Agreement, (ii) the Guarantor under and pursuant to the terms of this Limited Guarantee and subject to the conditions hereof (including the Maximum Amount), (iii) each Other Guarantor under and pursuant to the terms of its Other Guarantee and subject to the conditions thereof (including the Maximum Amount as defined in such Other Guarantee), (iv) Parent and each Rollover Shareholder under and pursuant to the terms of the Support Agreement, and (v) each Sponsor pursuant to, in accordance with, and subject to the limitations set forth in the Equity Commitment Letter (the claims described in the foregoing clauses (i) through (v), whether or not against the Guarantor, Parent, Merger Sub, Rollover Shareholders, Other Guarantors, Sponsor and/or their respective successors and assigns, collectively, the "Retained Claims"), provided, that in the event the Guarantor (x) consolidates with or merges with any other person and is not the continuing or surviving entity of such consolidation or merger or (y) transfers or conveys all or a substantial portion of its properties and other assets to any person such that the aggregate sum of the Guarantor's remaining net assets is less than an amount equal to its payment obligations hereunder as of the time of such transfer, then, and in each such case, the Guaranteed Party may seek recourse, whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding or by virtue of any applicable Law, against such continuing or surviving entity or such person, as the case may be, but only if the Guarantor fails to satisfy its payment obligations hereunder and only to the extent of the liability of the Guarantor hereunder. For the avoidance of doubt, none of the Guarantor, Parent, Merger Sub, Rollover Shareholders, Other Guarantors, Sponsor or their respective successors and permitted assigns under the Merger Agreement, the Support Agreement, the Other Guarantees, the Equity Commitment Letters or this Limited Guarantee shall be a Non-Recourse Party.

(b) Notwithstanding anything to the contrary contained in this Limited Guarantee, the Retained Claims shall be the sole and exclusive remedy of the Guaranteed Party and its Affiliates against the Guarantor and the Non-Recourse Parties in respect of any liabilities or obligations arising under, or in connection with the Merger Agreement, the Support Agreement, the Equity Financing or the transactions contemplated thereby. The Guaranteed Party hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its controlled Affiliates not to institute, directly or indirectly, any Action arising under, or in connection with, the Merger Agreement or this Limited Guarantee or the transactions contemplated hereby or thereby, against the Guarantor or any Non-Recourse Party, except for the Retained Claims. Nothing set forth in this Limited Guarantee shall affect or be construed to affect any liability of Parent or Merger Sub to the Guaranteed Party under the Merger Agreement. Nothing set forth in this Limited Guarantee shall give or be construed to give any person other than the Guaranteed Party any rights or remedies against any person, except as expressly set forth in this Limited Guarantee.

10. AMENDMENTS AND WAIVERS. No amendment or waiver of any provision of this Limited Guarantee will be valid and binding unless it is in writing and signed, in the case of an amendment, by the Guarantor and the Guaranteed Party, or in the case of waiver, by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation of, or default under, this Limited Guarantee, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

11. ENTIRE AGREEMENT. This Limited Guarantee, the Merger Agreement (including any schedules, exhibits and annexes thereto and any other documents and instruments referred to thereunder, including the Support Agreement, Confidentiality Agreements, Equity Commitment Letters and the Other Guarantees) constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

12. GOVERNING LAW; SUBMISSION TO JURISDICTION. This Limited Guarantee shall be interpreted, construed and governed by and in accordance with the laws of New York without regard to the conflicts of law principles thereof. Subject to the last sentence of this Section 12, any Action arising out of or relating to this Limited Guarantee or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Limited Guarantee) shall be submitted to HKIAC and resolved in accordance with the Arbitration Rules of HKIAC. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s) shall nominate jointly one Arbitrator; the respondent(s) shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

13. NO THIRD PARTY BENEFICIARIES. This Limited Guarantee shall be binding upon and insure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing express or implied in this Limited Guarantee is intended to, or shall, confer upon any other Person other than the parties hereto any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Guaranteed Party to enforce, the obligations set forth herein; provided, that the Non-Recourse Parties shall be third party beneficiaries of the provisions hereof that are expressly for their benefit.

14. COUNTERPARTS. This Limited Guarantee may be signed in any number of counterparts and may be executed and delivered by facsimile or email pdf format, and each counterpart shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

15. SEVERABILITY. If any term or other provision of this Limited Guarantee is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Limited Guarantee shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party; provided, that this Limited Guarantee may not be enforced against the Guarantor without giving effect to the Maximum Amount or the provisions set forth in Sections 1, 8 and 9. No party hereto shall assert, and each party shall cause its controlled Affiliates not to assert, that this Limited Guarantee or any part hereof is invalid, illegal or unenforceable. Upon a determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Limited Guarantee so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

16. HEADINGS. Headings are used for reference purposes only and do not affect the meaning or interpretation of this Limited Guarantee.

*[Remainder of page intentionally left blank]*

above. IN WITNESS WHEREOF, the Guarantor has caused this Limited Guarantee to be executed and delivered as of the date first written

CICC Healthcare Investment Fund, L.P.

By: CICC Healthcare Investment  
Management Limited, its general partner

By: /s/ Xia Wu

Name: Xia Wu

Title: Director

/s/ Jin Wang

Name: Jin Wang

Title: Director

*[Signature Page to Limited Guarantee]*

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IN WITNESS WHEREOF, the Guaranteed Party has caused this Limited Guarantee to be executed and delivered as of the date first written above by its officer thereunto duly authorized.

Genetron Holdings Limited  
( )

By: /s/ Wing Kee Lau  
Name: Wing Kee Lau  
Title: Director

*[Signature Page to Limited Guarantee]*

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