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 $0.00002 per share

(Title of Class of Securities)

37186H100**

(CUSIP Number)

Mr. Sizhen Wang
FHP Holdings Limited
c/o 1-2/F, Building 11, Zone 1, No. 8 Life Science Parkway Changping District, Beijing, 102206, People's Republic of China
+86 (10) 5090-7500

(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 §§240.13d-1(e), 240.13d-1(f) or 240.13d-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 §240.13d-7 for other parties to whom copies are to be sent.

* This statement on Schedule 13D constitutes an initial Schedule 13D filed jointly by Mr. Sizhen Wang and FHP Holdings Limited, with respect to ordinary shares, par value US$0.00002 per share ("ordinary shares") of Genetron Holdings Limited, a Cayman Islands company (the "Company").

** There is no CUSIP number assigned to the ordinary shares. CUSIP number 37186H100 has been assigned to the American depositary shares ("ADSs") of the Company, which are quoted on NASDAQ Global Market under the symbol "GTH." Each ADS represents five (5) ordinary shares, par value US$0.00002 per share. On October 11, 2023, the Company announced a change of the ratio of its ADS to ordinary shares from one (1) ADS representing five (5) ordinary shares to one (1) ADS representing fifteen (15) ordinary shares 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	NAMES OF REPORTING PERSONS Sizhen Wang		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION The People's Republic of China		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		**7**	SOLE VOTING POWER 92,492,915 ordinary shares(1)
		8	SHARED VOTING POWER 4,339,500 ordinary shares(2)
		9	SOLE DISPOSITIVE POWER 31,117,620 ordinary shares(3)
		10	SHARED DISPOSITIVE POWER 4,339,500 ordinary shares(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 96,832,415 ordinary shares		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.8% (4)		
14	TYPE OF REPORTING PERSON (See Instructions) IN		

(1) Represents (i) 5,814,480 ordinary shares and 5,000,000 ordinary shares in the form of ADSs held by FHP Holdings Limited, a limited liability company incorporated under the laws of British Virgin Islands wholly owned by Mr. Sizhen Wang, (ii) 11,313,140 ordinary shares in the form of ADSs held by Mr. Sizhen Wang, (iii) 8,990,000 ordinary shares in the form of ADSs held by SUPER SAIL, LLC, a wholly owned limited liability company solely owned by Alliance Trust Company, Trustee of Super E Growth Trust, where Mr. Sizhen Wang is the settlor, and (iv) 61,375,295 ordinary shares collectively held by FHP Acting-in-Concert Group (as defined below).

(2) Represents a total of 4,339,500 ordinary shares held by Genetron Discovery Holdings Limited as a record holder, which Mr. Sizhen Wang owns approximately 50.8% equity interests.

On November 19, 2019, FHP Holdings Limited, Mr. Hai Yan, Mr. Weiwu He, Mr. Kevin Ying Hong, Genetron Alliance Holdings Limited and ETP BioHealth II Fund, L.P. entered into a concert party agreement (Mr. Hai Yan, Mr. Weiwu He, Mr. Kevin Ying Hong, Genetron Alliance Holdings Limited and ETP BioHealth II Fund, L.P., collectively, the "FHP-Acting-in-Concert Group"), pursuant to which the parties agree to (i) always be acting in concert in respect of their respective direct or indirect voting rights at the Company's shareholders' general meetings and the Company's board meetings, (ii) recognize the controlling position of FHP Holdings Limited; and (iii) act in concert in accordance with FHP Holdings Limited's opinions in respect of the daily operations and management and the major decision-making of the Company.

(3) Represents (i) 5,814,480 ordinary shares and 5,000,000 ordinary shares in the form of ADSs held by FHP Holdings Limited, a limited liability company incorporated under the laws of British Virgin Islands wholly owned by Mr. Sizhen Wang, (ii) 11,313,140 ordinary shares in the form of ADSs held by Mr. Sizhen Wang, (iii) 8,990,000 ordinary shares in the form of ADSs held by SUPER SAIL, LLC, a wholly owned limited liability company solely owned by Alliance Trust Company, Trustee of Super E Growth Trust, where Mr. Sizhen Wang is the settlor.

(4) Calculated based on 464,453,220 ordinary shares issued and outstanding as of October 11, 2023 as provided by the Company in the Merger Agreement (as defined below).

1	NAMES OF REPORTING PERSONS FHP Holdings Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		**7**	SOLE VOTING POWER 72,189,775 ordinary shares(1)
		8	SHARED VOTING POWER 0 ordinary shares
		9	SOLE DISPOSITIVE POWER 10,814,480 ordinary shares(2)
		10	SHARED DISPOSITIVE POWER 0 ordinary shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 72,189,775 ordinary shares		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.5% (3)		
14	TYPE OF REPORTING PERSON (See Instructions) CO		

(1) Represents (i) 5,814,480 ordinary shares and 5,000,000 ordinary shares in the form of ADSs held by FHP Holdings Limited, a limited liability company incorporated under the laws of British Virgin Islands company and (ii) 61,375,295 ordinary shares collectively held by FHP Acting-in-Concert Group.

(2) Represents 5,814,480 ordinary shares and 5,000,000 ordinary shares in the form of ADSs held by FHP Holdings Limited, a limited liability company incorporated under the laws of British Virgin Islands wholly owned by Mr. Sizhen Wang.

On November 19, 2019, FHP Holdings Limited, Mr. Hai Yan, Mr. Weiwu He, Mr. Kevin Ying Hong, Genetron Alliance Holdings Limited and ETP BioHealth II Fund, L.P. entered into a concert party agreement, pursuant to which the parties agree to (i) always be acting in concert in respect of their respective direct or indirect voting rights at the Company's shareholders' general meetings and the Company's board meetings, (ii) recognize the controlling position of FHP Holdings Limited; and (iii) act in concert in accordance with FHP Holdings Limited's opinions in respect of the daily operations and management and the major decision-making of the Company.

(3) Calculated based on 464,453,220 ordinary shares issued and outstanding as of October 11, 2023 as provided by the Company in the Merger Agreement (as defined below).

Item 1. Security and Issuer

This Schedule 13D relates to the ordinary shares of the Company, par value US$0.00002 each.

The Company's ADS, each representing five ordinary shares, are listed on NASDAQ Global Market under the symbol "GTH." On October 11, 2023, the Company announced a change of the ratio of its ADS to ordinary shares from one (1) ADS representing five (5) ordinary shares to one (1) ADS representing fifteen (15) ordinary shares on or about October 26, 2023.

The principal executive offices of the Company are located at 1-2/F, Building 11, Zone 1, No. 8 Life Science Parkway, Changping District, Beijing, 102206, People's Republic of China.

Item 2. Identity and Background.

Mr. Sizhen Wang and FHP Holdings Limited are collectively referred to herein as "Reporting Persons," and each, a "Reporting Person."

(a)–(c), (f) This Schedule 13D is being filed jointly by the Reporting Persons pursuant to Rule 13d-1(k) promulgated by the SEC under Section 13 of the Act. The Reporting Persons may be deemed to constitute a "group" within the meaning of Section 13(d)(3) of the Act with respect to the transaction described in Item 4 of this Schedule 13D.

Except as otherwise stated herein, each Reporting Person expressly disclaims beneficial ownership for all purposes of the ordinary shares held by each other Reporting Person.

The agreement between the Reporting Persons relating to the joint filing is attached hereto as Exhibit A. Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information concerning the other Reporting Person, except as otherwise provided in Rule 13d-1(k).

Mr. Sizhen Wang is the co-founder, chairman of the board of directors and chief executive officer of the Company. Mr. Sizhen Wang is a PRC citizen. The principal business address of Mr. Sizhen Wang is 1-2/F, Building 11, Zone 1, No. 8 Life Science Parkway, Changping District, Beijing, 102206, People's Republic of China. FHP Holdings Limited is principally an investment holding vehicle and a company organized and existing under the laws of the British Virgin Islands. FHP Holdings Limited is wholly owned by Mr. Sizhen Wang. The principal business address of FHP Holdings Limited is Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG 1110, British Virgin Islands.

The name, business address, present principal occupation or employment and citizenship of the director of FHP Holdings Limited are set forth on Schedule A hereto and are incorporated herein by reference.

(d) – (e) During the last five years, none of the Reporting Persons has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) 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.

Pursuant to 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 Company, Merger Sub will be merged with and into the Company, with the Company 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 Business Management Partnership (Limited Partnership), CICC Healthcare Investment Fund. L.P., 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 of the Reporting Persons and certain other

shareholders of the Company has agreed to roll over certain ordinary shares (including ordinary shares represented by ADS) he, she 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 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 August 21, 2022, Mr. Sizhen Wang submitted a non-binding proposal (the "Proposal") to the Company's board of directors related to the proposed acquisition of all of the ordinary shares, including ordinary shares represented by ADS, not beneficially owned by him or any of his affiliates for cash consideration equal to US$0.272 per ordinary share or US$1.36 per ADS (the "Proposed Transaction").

On October 11, 2023, the Company entered into the Merger Agreement with Parent and Merger Sub. Pursuant to the Merger Agreement, Merger Sub will be merged with and into the Company, with the Company 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 Company, 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 Company or any of their subsidiaries or held in the Company'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 a member in the register of members of the Company and reserved for issuance and allocation pursuant to the Company 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 Company 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 Company announced a change of the ratio of its ADS to ordinary shares from one (1) ADS representing five (5) ordinary shares to one (1) ADS representing fifteen (15) ordinary shares 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 (less applicable fees, charges and expenses payable by ADS holders pursuant to the depositary agreement), without interest and net of any applicable withholding taxes.

The consummation of the Merger is subject to the satisfaction or waiver of a number of conditions set forth in the Merger Agreement, including (i) 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 Company or any adjournment or postponement thereof, (ii) the aggregate amount of Dissenting Shares shall be less than 15% of the total outstanding ordinary shares immediately prior to the Effective Time, and (iii) certain regulatory approvals. The Merger Agreement may be terminated by the Company 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 Excluded Shares. If the Merger is completed, the Company will become a wholly owned subsidiary of Parent and Company'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 the Reporting Persons 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 the Reporting Persons has agreed to (A) vote all Rollover Shares (together with any other ordinary shares or equity securities of the Company acquired, whether beneficially or of record, by such Reporting Person 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 or vesting of any award under any Company share incentive plan, or any other options or warrants, or the conversion of any convertible securities or otherwise) held directly or indirectly by him or it 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, the Sponsors entered into 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 amount up to US$52.4 million in connection with the Merger.

After the Effective Time, Parent will be beneficially owned by the Reporting Persons, 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.

The information disclosed in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, the Support Agreement, and the Interim Investor Agreement, copies of which are attached hereto as Exhibits B, C and D respectively, and which are incorporated herein by reference in their entirety.

Except as indicated above, the Reporting Persons have no plans or proposals which relate to or would result in any of the actions specified in paragraphs (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, formulate other purposes, plans or proposals regarding the Company, or any other actions that could involve one or more of the types of transactions or have one or more of the results described in paragraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

(a)–(b) The responses of each Reporting Person to Rows (7) through (13), including the footnotes thereto, of the cover pages of this Schedule 13D are hereby incorporated by reference in this Item 5.

As a result of entering into the Support Agreement and the Interim Investor Agreement, the Reporting Persons may be deemed to be members of a "group" with the other Rollover Shareholders pursuant to Section 13(d) of the Exchange Act. However, each Reporting Person expressly disclaims beneficial ownership of the ordinary shares (including ordinary shares represented by ADSs) beneficially owned (or deemed to be beneficially owned) by any of the other Rollover Shareholders. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that any of the Reporting Persons beneficially owns any ordinary shares (including ordinary shares represented by ADSs) that are beneficially owned (or deemed to be beneficially owned) by any of the other Rollover Shareholders. The Reporting Persons are only responsible for the information contained in this Schedule 13D and assume no responsibility for information contained in any other Schedules 13D filed by any of the other Rollover Shareholders.

(c) Except as disclosed in this Schedule 13D, none of the Reporting Persons has effected any transaction in the ordinary shares during the past 60 days.

(d) Except as disclosed in this Schedule 13D, to the best knowledge of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the ordinary shares beneficially owned by any of the Reporting Persons.

(e) Not Applicable.

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

The descriptions of the principal terms of the Merger Agreement, the Support Agreement and the Interim Investor Agreement under Item 3 and Item 4 are incorporated herein by reference in their entirety. Any summary of any of those agreements in this Schedule 13D does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, the Support Agreement, and the Interim Investor Agreement, copies of which are attached hereto as Exhibits B, C and D respectively.

To the best knowledge of the Reporting Persons, except as provided herein and disclosed before, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Company, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Company.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented as follows.

Exhibit No.	**Description**
A	Joint Filing Agreement dated October 20, 2023 by and among the Reporting Persons.
B	Agreement and Plan of Merger, among New Genetron Holding Limited, Genetron New Co Limited and the Company, dated as of October 11, 2023, incorporated herein by reference to Exhibit 99.2 to the Report on Form 6-K furnished by the Company to the SEC on October 11, 2023.
C	Rollover and Support Agreement, dated as of October 11, 2023, among the Reporting Persons, other Rollover Shareholders and Parent.
D	Interim Investor Agreement, dated as of October 11, 2023, among Mr. Sizhen Wang, Parent, Merger Sub and the Sponsors

SIGNATURE

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.

Date: October 20, 2023

Sizhen Wang

/s/ Sizhen Wang

Sizhen Wang

FHP Holdings Limited

By: /s/ Sizhen Wang

Name: Sizhen Wang

Title: Director

SCHEDULE A
EXECUTIVE OFFICER AND DIRECTOR

FHP Holdings Limited

The business address of the following individual is 1-2/F, Building 11, Zone 1, No.8 Life Science Parkway, Changping District, Beijing, 102206, People's Republic of China. Mr. Sizhen Wang is the co-founder, chairman of the board of directors and chief executive officer of the Company.

Directors:

Name	**Country of Citizenship**
Sizhen Wang	The People's Republic of China

Executive Officers:

None

Exhibit A

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the ordinary shares of Genetron Holdings Limited, and that this Agreement be included as an Exhibit to such joint filing. Each of the undersigned acknowledges that each shall be responsible for the timely filing of any statement (including amendments) on Schedule 13D, and for the completeness and accuracy of the information concerning him or it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other persons making such filings, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of October 20, 2023.

Sizhen Wang

/s/ Sizhen Wang

Sizhen Wang

FHP Holdings Limited

By: /s/ Sizhen Wang

Name: Sizhen Wang

Title: Director

Exhibit C

Execution Version

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;

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 depositary and government charges due to or incurred by the Company's depositary 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 partiers 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: sizhen.wang@genetronhealth.com

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

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

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

SCHEDULE A

Name of Rollover Shareholder	Address of Rollover Shareholder	Rollover Shares	Parent Shares Received for Rollover
FHP Holdings Limited	[****]	10,814,480	10,814,480
Hai Yan	[****]	20,153,000	20,153,000
Genetron Voyage Holdings Limited	[****]	6,263,000	6,263,000
Genetron United Holdings Limited	[****]	7,687,000	7,687,000
Eugene Health Limited	[****]	2,359,000	2,359,000
IN Healthcare Limited	[****]	8,788,000	8,788,000
EASY BENEFIT INVESTMENT LIMITED	[****]	20,865,500	20,865,500
Tianjin Kangyue Business Management Partnership (Limited Partnership) (	[****]	44,165,500	44,165,500
Tianjin Yuanjufu Business Management Partnership (Limited Partnership) (	[****]	15,035,000	15,035,000
EASY BEST INVESTMENT LIMITED	[****]	2,536,000	2,536,000
Tianjin Genetron Jun'an Business Management Partnership (Limited Partnership) (	[****]	24,718,500	24,718,500
Tianjin Genetron Juncheng Business Management Partnership (Limited Partnership) (	[****]	7,128,500	7,128,500
Genetron Alliance Holdings Limited	[****]	5,800,000	5,800,000
Genetron Discovery Holdings Limited	[****]	4,339,500	4,339,500
Vivo Capital Fund IX, LP	[****]	28,574,300	28,574,300
CICC Healthcare Investment Fund, L.P.	[****]	13,659,000	13,659,000
Alexandria Venture Investments, LLC	[****]	6,829,500	6,829,500
Tianjin Tianshu Xingfu Corporation Management L.P. ( )	[****]	3,839,525	3,839,525

Eminence Legend Consultancy (HK) Limited	[****]	4,068,350	4,068,350
Ke Li	[****]	68,300	68,300
Xiao Yu Lu	[****]	676,100	676,100
Zuo Xiang	[****]	68,300	68,300
Peng Pamela Yan	[****]	102,400	102,400
Hong Chen	[****]	136,600	136,600
Jiayin Zhang	[****]	68,300	68,300
Genetron Health (Hong Kong) Company Limited	[****]	918,000[1]	918,000
Sizhen Wang	[****]	11,313,140	11,313,140
SUPER SAIL, LLC	[****]	8,990,000	8,990,000
Wei-Wu He	[****]	3,431,960	3,431,960
Huiying Memorial Foundation	[****]	2,068,040	2,068,040
WEALTH FAITH INVESTMENT LTD.	[****]	1,521,000	1,521,000
Qijing Li	[****]	932,800	932,800
Xiao Fan Wang	[****]	250,700	250,700
Jing Zhu	[****]	275,000	275,000
Kensington Trust Singapore Limited ato IS&P (First Names Singapore) Retirement Fund – FN45	[****]	500,000	500,000
Kevin Ying Hong	[****]	2,507,000	2,507,000
EVER PRECISE INVESTMENTS LIMITED	[****]	5,698,690	5,698,690

1 After deducting (i) 43,000 shares underlying the Company Restricted Shares held by Dr. Webster Cavenee, Ph.D. and paid out in cash in accordance with Section 2.02(f) of the Merger Agreement from (ii) 961,000 shares currently held by Genetron Health (Hong Kong) Company Limited.

SCHEDULE B

SCHEDULE C

Exhibit D

Execution Version

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.

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 additional 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: sizhen.wang@genetronhealth.com

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

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/ Wuxi Huihongyingkang Investment Partnership (Limited Partnership)
/s/ Chunlei Zhang

By: Chunlei Zhang
Title: Authorized Representative of Executive Partner

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

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

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

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) (

/Seal/ Tianjin Kangyue Business Management Partnership (Limited Partnership)
/s/ Xia Wu

By: Xia Wu
Title: Authorized Signatory

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/ CCB (Beijing) Investment Fund Management Co., Ltd.
/s/ Yeqiang Wang

By: Yeqiang Wang
Title: Legal Representative

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

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

SCHEDULE 1

EXHIBIT 1