Background

1. Optimus Prime Pharmaceutical Consulting Limited ("**Optimus Prime**"), a company established under the laws of the Republic of Singapore to develop, register and market biopharmaceuticals for the global market, was established specifically for the purpose of entering into and performing the Cooperation Agreement in this case.

2. Xi'an Bumblebee Biotechnology Company Limited ("**Bumblebee**"), a pharmaceutical company established under the laws of the People's Republic of China, is engaged in the manufacture of biological drugs.

3. On 1 December 2012, the parties entered into the Cooperation Agreement for the development, registration and launch of Cybertron biosimilars for Brazil (the target market) and the exclusive purchase and sale of the products in the target market once they are launched.

4. On 18 April 2013, Optimus Prime entered into a Cybertron Biosimilar Comparability Study Services Agreement with Galvatron, a Brazil company and a global CRO, under which Galvatron is responsible for completing two groups of comparability tests within six (6) months.

5. On 26 September 2013, Optimus Prime and Bumblebee entered into a Biosimilarity Analysis Services Agreement, under which Bumblebee shall conduct a comparability study of two groups of Cybertron biosimilars.

6. On 21 November 2013, Optimus Prime and Bumblebee entered into a Supplementary Agreement on "Data Sharing".

7. On 14 December 2013, Optimus Prime requested Bumblebee by email for the provision of pharmaceutical quality data.

8. On 28 February 2014, Bumblebee provided the first comparability study report.

9. On 30 October 2014, the second group of innovator drugs for comparability test was shipped to Bumblebee.

10. On 7 November 2014, the Brazilian regulatory body issued a Certificate of Quality Code for the Production Line.

11. On 13 December 2014, Bumblebee brought up by email an exceptional circumstance regarding the conduct of the second comparability test and studies, and the Parties communicated then by email.

12. On 10 January 2015, Optimus Prime entered into an agreement with Guangdong Cross Drug Research and Development Company Limited ("**Cross**", a CRO), under which Cross shall conduct a second comparability study.

13. On 22 March 2015, some abnormal data were identified in Cross's test results.

14. On 12 September 2015, Bumblebee retested those abnormal data and provided the report based thereupon.

15. On 17 May 2016, Optimus Prime entered into a Start-Up Agreement with Megatron, a CRO providing services related to clinical trials, for a study before Phase I clinical trial.

16. On 1 February 2017, the Brazilian regulator agreed that no animal testing was required in relation to Project Cybertron.

17. On 15 March 2017, Optimus Prime sent a partnership proposal to Bumblebee via WeChat in the hope that Bumblebee would consider acquiring Optimus Prime.

18. Since May 2017, Optimus Prime and Bumblebee have been in commercial communication regarding the current status and follow-up arrangements for Project Cybertron.

19. On 6 July 2017, Optimus Prime sent Bumblebee a draft of a supplement to the Cooperation Agreement (the "**First Draft of the Supplementary Agreement**") .

20. On 10 July 2017, Bumblebee sent the amendments to the First Draft of the Supplementary Agreement to Optimus Prime (the "**Second Draft of the Supplementary Agreement**").

21. On 30 July 2017, Optimus Prime received the regulatory approval to allow it to conduct a Phase I clinical trial on Project Cybertron.

22. On 17 August 2017, upon request by Optimus Prime, Bumblebee loaded samples for the Phase I clinical trial and provided shipping documents to Optimus Prime.

23. On 28 August 2017, Bumblebee replied to Optimus Prime that the Supplementary Agreement had not been signed and the samples shall therefore be put on hold for shipment.

24. On 7 September 2017, Optimus Prime sent a written reminder to Bumblebee to ship samples for the Phase I clinical trial as agreed.

25. On 9 September 2017, Bumblebee sent a written communication to Optimus Prime to terminate the Cooperation Agreement.

26. On 30 September 2017, Optimus Prime and its lawyers held a meeting discussing this case on which Optimus Prime as the client instructed its lawyers that (1) it does not want to continue the cooperation as the trust basis of the parties has been destroyed, (2) it hopes the lawyers can list out the breach activities of Bumblebee that the law can support, (3) it expresses a strong feeling that although the timeline has passed, Bumblebee has been cooperating with it in every aspects so that it has been making substantial investment in this project, and the termination is totally a surprise and intolerable, and the lawyers shall help them get back as much compensation as possible under the law.

27. On 8 March 2018, Optimus Prime appointed a third-party consultant, Decepticons Pharmaceutical Consulting (China) Limited, a Xi'an-registered subsidiary of a global pharmaceutical consulting firm, to assess the 10-year in-use value of the approval document of Phase I clinical trial obtained by Optimus Prime, the result of which was: (1) optimistic: RMB 300 million; (2) neutral: RMB 150 million; (3) pessimistic: 0.

28. Optimus Prime incurred costs totalling SGD $1.5 million for Project Cybertron.

29. On 1 April 2018, Optimus Prime filed an application for arbitration with Shanghai International Arbitration Center with Bumblebee as the respondent.

30. On 5 April 2018, Shanghai International Arbitration Center formally accepted Optimus Prime's application for arbitration and sent a notice of arbitration to Bumblebee.

31. On 8 April 2018, after receipt of the arbitration notice, Bumblebee and its lawyers held a meeting discussing the case, on which, Bumblebee as the client instructed that (1) for many years, Optimus Prime treated the kindness of Bumblebee as what it deserves, and the timeline has been totally ignored, (2) therefore, they don’t want Optimus Prime to get one single penny from them, and (3) the lawyers shall list out as many breach activities

of Optimus Prime as possible that the law can support.

32. Pursuant to the Guideline of Submissions issued by Shanghai International Arbitration Center, the official format of Request for Arbitration (including a list of Claimant's Evidence) shall be followed and the main text shall be written in Size No.12 Times New Roman, a template of which is attached hereto and the electronic version of the template will be provided to the counsels of the Claimant and the Respondent. All the other submissions of the Claimant and the Respondent shall follow the same style of the official format of Request for Arbitration.

Tasks:

1. Draft Claimant's Request for Arbitration (including a list of Claimant's evidence) and the submission by counsel for the Claimant;

2. Draft Respondent's Defence Brief and submission by counsel (including a list of Respondent's evidence).

Document I

COOPERATION AGREEMENT

This Cooperation Agreement is made on 1 December 2012 by and between:

Party A: Xi'an Bumblebee Biotechnology Company Limited, a company established under the laws of the People's Republic of China and located at No.72 West Youyi Road, Beilin District, Xi'an City, Shaanxi Province, China ("**Bumblebee**"); Legal representative: Zhang San; Title: Chairman of Board.

Party B: Singapore Optimus Prime Pharmaceutical Consulting Limited, a company established under the laws of the Republic of Singapore and located at 10 Bayfront Avenue, Singapore 018956 ("**Optimus Prime**"); Legal representative: Li Si; Title: Chairman of Board.

Based on good faith and upon amicable negotiation, the Parties have entered into the following agreement:

1. Exclusive Cooperation

1.1 Bumblebee shall exclusively supply to Optimus Prime in Brazil (the "**Target Market**") original solutions and/or preparations containing the active ingredient of Cybertron (the "**Product**") and Bumblebee shall guarantee the exclusivity of the use of Bumblebee's Product by Optimus Prime in the Target Market in all cases.

1.2 Optimus Prime shall purchase the Product exclusively from Bumblebee and shall not make any supplier change of the Product. Bumblebee shall be the sole supplier of the Product to Optimus Prime unless otherwise agreed.

2. Qualified Suppliers

2.1 Bumblebee, as a supplier of the Product to Optimus Prime in the Target Market, shall undertake and fulfil the obligations to meet the qualifications for a Qualified Supplier, which shall include the following:

a) Bumblebee shall manufacture and deliver the Product to such quality standards, quantities and time of delivery as required by Optimus Prime.

b) Bumblebee shall warrant the medicines supplied to Optimus Prime are complaint with applicable regulations, and Optimus Prime shall be responsible for the supply of the innovator drugs.

c) Bumblebee's production lines shall be certified by the Target Market's regulatory authorities as meeting the regulatory requirements of the Target Market, and Bumblebee shall ensure that it is qualified to provide Optimus Prime with the Product samples required for quality studies, animal studies, clinical studies and commercial distribution in order to obtain market authorisation in the Target Market.

2.2 If Bumblebee fails to be qualified as a Qualified Supplier as set out in Section 2.1 of this Agreement in accordance with the agreed project timetable, as a result of which Party B's product development, registration or launch schedule is delayed or fails, Optimus Prime shall be entitled to claim economic compensations against Bumblebee for the direct economic losses so incurred and Bumblebee shall continue to make every effort to meet the qualifications for a Qualified Supplier.

3. Product Development, Registration and Launch

3.1 Optimus Prime shall follow the schedule regarding product development, registration and launch as set out in Exhibit 1.

3.2 Bumblebee shall provide samples for product development at no cost to Optimus Prime until the completion of the Phase I clinical trial, with shipping costs borne by Optimus Prime. The number of product samples required for each stage of product development is set out in Exhibit II.

3.3 Optimus Prime shall purchase the samples required for the Phase III clinical trial of the Product from Bumblebee at cost, with shipping costs borne by Optimus Prime.

4. Product Orders, Prices and Payment Terms

4.1 Post-launch commercialisation orders: The purchase price of the Product shall be adjusted to not higher than 28% (preparations) or 24% (original solutions) of innovator drug's sales price on the Target Market and not higher than the price of other biosimilar products of Cybertron on the Target Market, in order to ensure the competitiveness of the Product on the market and the interests of both Parties. Taking into account the exchange rate and market price fluctuations, the purchase price shall be subject to re-negotiation between Party A and Party B every six (6) months after the first order takes effect. The purchase price of the Product shall be agreed as an FOB price.

4.2 Optimus Prime shall provide Bumblebee with a purchase plan for each year for the Product (see Exhibit III for the expected and minimum purchase quantities for the Product) and Bumblebee shall have a minimum of four (4) months to arrange for the production and shipment of the orders. The first purchase order for the Product shall be placed by Optimus Prime within six (6) months of the successful launch of the Product on the Target Market and Optimus Prime shall submit to Bumblebee a purchase plan for the following year on the same date each year thereafter.

4.3 Optimus Prime shall submit an official purchase order to Bumblebee, which must be an original or scanned copy signed and stamped by Bumblebee.

4.4 Upon receipt of a purchase order from Optimus Prime, Bumblebee shall ensure that it is able to supply the goods in the time specified in the order and that the Product it supplies meet the quality standards as required. Bumblebee shall notify Optimus Prime as soon as practicable after discovery of any circumstances that prevent Bumblebee from supplying the goods on time and Bumblebee shall notify Optimus Prime in advance of the shipping arrangements for each batch of the ordered Product.

4.5 Bumblebee shall ensure that the Product are stored and transported at suitable temperature at all times.

4.6 Any product quality related issues shall be discussed by both Parties and if no agreement is reached, a third-party laboratory shall be appointed by both Parties to conduct an investigation. The findings and opinions of the laboratory shall be final and binding on both Parties.

5. Agreement

5.1 Representations of Bumblebee

a) In order to support Optimus Prime's product development, Bumblebee shall provide standardised drug quality data to Optimus Prime. The Product data and technical information are all confidential and the Parties shall comply with their confidentiality obligations as set out in Section 8 of this Agreement.

b) In the event that Bumblebee fails to meet the qualifications to be a Qualified Supplier in accordance with Section 2.1 of this Agreement, Section 2.2 of this Agreement shall apply.

c) In the event that product quality issues arise due to improper production or storage caused by negligence or error on the part of Bumblebee, Bumblebee shall immediately recall the batch of the Product that are defective at its own costs so incurred.

d) Bumblebee shall ensure that it shall not provide the Product to any third party other than Optimus Prime on the Target Market and Bumblebee shall not compete directly or indirectly with Optimus Prime on the Target Market.

5.2 Representations of Optimus Primes

a) Optimus Prime shall apply for market authorisation for the Product in the Target Market and is the sole holder of the market authorisation for the Product in the Target Market. The costs associated with application for product registration shall be borne by Optimus Prime.

b) Optimus Prime shall conduct non-clinical and clinical studies of the Product in accordance with the drug registration requirements in the Target Market, and Optimus Prime shall bear the costs of the product studies and share relevant Product data with Bumblebee for use in the production and release of Bumblebee's Product.

c) Optimus Prime shall not authorize any third party to produce the Product under this Agreement without the written consent of Bumblebee.

d) Optimus Prime shall share annual product sales reports and market analysis data with Bumblebee in order for Bumblebee to gain the necessary market knowledge and information.

e) If requested by Bumblebee, Optimus Prime shall cooperate in arranging site visits by Bumblebee staff to understand Optimus Prime’s sales on the Target Market, the costs of which shall be borne by Bumblebee.

f) Upon execution of this Agreement, Optimus Prime shall receive from Bumblebee an exclusive license to develop, register and launch the Product on the Target Market. Optimus Prime shall pay Bumblebee an initial payment of USD 300,000 in exclusive license fee within forty-five (45) days of the successful completion of the Phase I clinical trial. Optimus Prime shall pay Bumblebee a final payment of the remaining USD 2 million in exclusive license fee within forty-five (45) days of the receipt of market authorisation for the Product.

6. Outsourcing

Bumblebee shall not assign to any third party its responsibilities for the production and quality release of the Product under this Agreement without the consent of Optimus Prime; and Optimus Prime shall not assign its rights and obligations under this Agreement to any third party without the consent of Bumblebee.

7. Patents and Intellectual Property

7.1 All intellectual property rights in the original solutions and preparations, including but not limited to the technologies related to the production and testing of original solutions, shall belong to Bumblebee. All new intellectual property rights acquired by Optimus Prime in the Target Market based on further development of the Bumblebee's Product, including but not limited to market authorisations, trade names, logos, packaging designs, shall belong to Optimus Prime. All further development data (including, but not limited to, quality studies, animal studies, clinical studies and registration submissions to official authorities during the product development process) obtained on the basis of Bumblebee products shall belong to Optimus Prime and may be used by Bumblebee with the written authorisation of Optimus

Prime.

7.2 By entering into this agreement, Bumblebee undertakes to cooperate with Optimus Prime in all aspects of the production process including, but not limited to, cell line to the Product, and in patent and intellectual property infringement investigations in the Target Market for the Product.

8. Confidentiality

8.1 The Confidential Information provided by either Party (Disclosing Party) to the other Party (Recipient) shall be kept strictly confidential by the Recipient and the Recipient may use such Confidential Information only for the purposes set forth in this Agreement. The Recipient shall take such preventative measures as are necessary to protect the Disclosing Party's Confidential Information upon receipt of the Confidential Information therefrom to the extent no less restrictive than those adopted to protect all of its own confidential title information.

8.2 Without the written consent of the Disclosing Party, the Recipient shall not publish or disclose the Confidential Information obtained from the Disclosing Party.

9. Term and Termination

9.1 This agreement shall take effect on and from 1 December 2012 and shall remain in force until 10 years after the granting of the market authorisation of the Product by the medicines regulatory authority in the Target Market. Upon expiry of this Agreement, this Agreement shall automatically be renewed for a period of two years, unless either Party requests an amendment or termination.

9.2 During the term of this Agreement, Optimus Prime agrees that Bumblebee may assign its rights/obligations under this Agreement to the corresponding assignee of its rights/obligations in the event that Bumblebee loses control of its business due to such reasons as listing, acquisition, merger with a third party and change of name; provided that Bumblebee shall ensure that Optimus Prime's interests in this Agreement will not be adversely affected as a result thereof.

9.3 During the term of this Agreement, Bumblebee agrees that Optimus Prime may assign its rights/obligations under this Agreement to the corresponding assignee of its rights/obligations in the event that Optimus Prime loses control of its business due to such reasons as listing, acquisition, merger with a third party and change of name; provided that Optimus Prime shall ensure that Bumblebee's interests in this Agreement will not be adversely affected as a result thereof.

9.4 Either Party to this Agreement may terminate this Agreement by giving written notice to the other Party under the following circumstances.

9.4.1 Termination by Bumblebee.

Subject to the terms of this Agreement, Bumblebee may terminate this Agreement by giving sixty (60) days' written notice to Optimus Prime in the event that:

a) Optimus Prime is unable to complete the work in relation to development, registration and launch of the Product as specified in Exhibit 1, without any reasonable explanations.

b) Optimus Prime is in breach of the other terms under this Agreement.

9.4.2 Termination by Optimus Prime.

Subject to the terms of this Agreement, Optimus Prime may terminate this Agreement by giving sixty (60) days' written notice to Bumblebee in the event that

a) Bumblebee has failed to meet the qualifications as a Qualified Supplier as set out in Section 2.1 of this Agreement, without any reasonable explanations.

b) Bumblebee is in breach of the other terms under this Agreement.

9.4.3 Mutual Termination

Either Party may terminate this Agreement by written notice to the other Party and the termination shall take immediate effect once the notice of termination is posted to the other Party

a) declares bankruptcy;

b) becomes insolvent; or

c) becomes subject to liquidation or receivership, or loses legal control of its business, or has the main part of its business partially controlled by an external third party.

9.4.4 Effect of Termination

a) Optimus Prime shall cease to have exclusive interests and Bumblebee shall continue to supply qualified Product to Optimus Prime on time and in quantity in accordance with Optimus Prime's product purchase plan for that year in order to ensure that Optimus Prime continues to perform its outstanding obligations after the termination of the Agreement.

b) Upon termination by either Party, the Recipient will, at the request of the Disclosing Party, return or destroy the Confidential Information obtained from the Disclosing Party.

c) Termination of this Agreement shall affect neither the rights or obligations of the Parties which have accrued nor the payment of any amounts due from one Party to the other. All provisions of this Agreement which are provided hereunder to survive termination (including, but not limited to the provisions in relation to confidentiality and to Bumblebee's continued supply of products under the annual purchase plan after termination) shall survive the termination of the Agreement.

10. Governing Law

The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the mainland of the People's Republic of China.

11. Arbitration

11.1 If a dispute arises between the Parties regarding the contents of this Agreement, the Parties shall first seek to resolve it by negotiation in a friendly manner.

11.2 If no agreement can be reached, the Parties shall apply for arbitration with Shanghai International Economic and Trade Arbitration Commission, which shall be conducted in English and the decision of which shall be final and binding on both Parties. The costs

associated with the arbitration shall be borne by the Party awarded to be responsible therefor.

12. Miscellaneous

12.1 Assignment: Except as provided in this Agreement, this Agreement and the interests hereunder shall not be assigned by the either Party to any third party in any manner whatsoever without the written consent of the other Party.

12.2 Modifications: Any additions or modifications to this Agreement shall be determined in advance in writing and shall be effective when signed jointly by the authorised representatives of both Parties.

12.3 Severability: If a provision of this Agreement is held to be invalid, illegal or inapplicable by law, the validity of the other provisions of this Agreement shall not be affected and the Parties shall renegotiate a new provision to replace the original invalid provision, which shall have the same meaning as the original provision to the largest extent possible.

12.4 Headings: The headings used in this Agreement are set for convenience only and shall not affect the interpretation of the contents of this Agreement.

13. Waiver and Exemption

13.1 The failure of a Party to exercise its rights under this Agreement in a timely manner, including but not limited to, collection, recovery, and claims, does not constitute a waiver thereof.

13.2 The failure of a Party to insist on the performance of a duty under this Agreement shall not constitute a waiver of that duty. Any waiver, modification, cancellation of or addition to the responsibilities of the Parties under this Agreement shall be deemed to be null and void without the written consent of the Parties by signature.

14. Counterparts

This Agreement is made in four copies, with each party holding two copies, which are of the same legal effect.

Xi'an Bumblebee Biotechnology Company Limited	**Singapore Optimus Prime Pharmaceutical Consulting Limited**
(Signature & Date)	(Signature & Date)
Tel: (0086) 029 1234 5678	Tel: (0065) 1111 2222
Fax: (0086) 029 3456 7890	Fax: (0065) 3333 4444
Email: mark@bumblebee.com	Email: peter@optimusprime.com
Name:	Name:
Title:	Title:

Document I

Exhibit 1 - Schedule of Product Development, Registration and Launch

Stages of Development	**Schedule***
Quality Studies	March 2013 – August 2013
Animal Studies	September 2013 – December 2013
Phase I Clinical Studies	March 2014 – September 2014
Phase III Clinical Studies	December 2014 – June 2017
Preparation and Filing of Biosimilar Registration Materials	June 2017 – December 2017
Market Authorisation Granted	January 2018 – December 2018
Commercial Production	January 2019

* The schedule is based on the assumption that this Agreement is fully implemented by the Parties in cooperation.

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Document I

Exhibit 2 – Free Supply of Samples for Non-Clinical and Phase I Clinical Trials

Until the completion of Phase I clinical trial, Bumblebee shall supply samples for the development of the Product to Optimus Prime free of charge.

Stages of Development	**Minimum Quantity***	**Date of Use***
Quality Studies	TBD	TBD
Animal Studies	TBD	TBD
Phase I Clinical Studies	TBD	TBD

*Optimus Prime shall notify Bumblebee two (2) months in advance of the exact quantity and date of samples required.

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Document I

Exhibit 3 - Expected and Minimum Purchase Quantities

(The Parties agree to determine the expected and minimum purchase quantities after the completion of the Phase III clinical trial of the Product.)

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Document II

From: Mark<mark@bumblebee.com>
Date: March 11, 2013
To: Peter < peter@optimusprime.com>
Subject: Re: Project Cybertron

Peter,

After internal discussions, we have decided not to participate in the project for the following reasons:

1) We are the producer of the samples in the development phase and the future supplier of the commercialised products. We are not in a position to undertake this project and we would like our role to remain clear and simple (providing some additional guidance and necessary cooperation, as appropriate);

2) We suggest that a third-party laboratory with experience in testing undertake the project to reduce the likelihood that the data may be challenged by the Brazilian drug administration (at your ultimate discretion, of course);

We have taken this decision solely on the basis of the importance of the project and out of respect and responsibility to your investors, and we hope that you will make your decision prudently!

Thank you!

Mark

From: Peter <peter@optimusprime.com>
Date: March 10, 2013
To: Mark<mark@bumblebee.com>
Subject: Project Cybertron

Hi Mark,

Considering the advantages of Bumblebee laboratory, we would like to commission Bumblebee laboratory to carry out the comparability tests of physical and chemical properties, and we intend to carry out other comparability tests at Red Spider Laboratory in Brazil, with the overall data reports finally to be all issued by Red Spider Laboratory in Brazil.

Peter

Document III

From: Mark<mark@bumblebee.com>
Date: May 26, 2013
To: Peter <peter@optimusprime.com>
Subject: Re: Execution of Testing Agreement

Peter,

I have always been stressing the position of Bumblebee: we are only a supplier and do not want to be involved in the development and registration process, especially in comparability tests, and Bumblebee does not want to accept this commission in principle, the price is already at cost. You may consult other CRO as well.

Mark

From: Peter <peter@optimusprime.com>
Date: May 26, 2013
To: Mark <mark@bumblebee.com>
Subject: Execution of Testing Agreement

Hi Mark,

The total price quoted for the agreement on comparability tests of physical and chemical properties exceeds our current budget. Any further discount?

Peter

Document IV

Supplementary Agreement on "Data Sharing"

Party A: Xi'an Bumblebee Biotechnology Company Limited

Party B: Singapore Optimus Prime Pharmaceutical Consulting Limited

Whereas a Cooperation Agreement ("**Master Agreement**") was signed by Party A and Party B and took effect on 1 December 2012 and, in view of the need to implement the Project, the Parties have entered into this Supplementary Agreement on the basis of the Master Agreement after consultation.

The Parties agree that:

1. Party A shall share with Party B the non-clinical and clinical data available worldwide on the Product to support Party B's application with the Brazilian drug administration for the market authorisation of Cybertron biosimilars.

2. Party B shall share with Party A the non-clinical and clinical data obtained during the development of the Product for the Target Market.

3. This Supplementary Agreement does not constitute a change or transfer of ownership of the Intellectual Property Rights owned by the respective Party.

This Agreement shall take effect on the date of signature by both Parties.

Xi'an Bumblebee Biotechnology Company Limited	**Singapore Optimus Prime Pharmaceutical Consulting Limited**
(Signature & Date)	(Signature & Date)

Document V

From: Mark<mark@bumblebee.com>
Date: December 16, 2013 17:03
To: Peter <peter@optimusprime.com>
Subject: Re: Drug Quality Data

Hi Peter,

Please download the drug quality data as soon as possible from the following link:

https://yun.*********.com:***/#/link/**********

Password: 1234

Mark

From: Peter <peter@optimusprime.com>
Date: December 14, 2013 15:00
To: Mark<mark@bumblebee.com>
Subject: Drug Quality Data

Mark,

Could you please send us the drug quality data this week?

Peter

Document VI

From: Peter < peter@optimusprime.com>
Date: March 1, 2017 08:18
To: Mark<mark@bumblebee.com>
Subject: Re: Re: Physical and Chemical Properties Comparability Study Report (First Group)

Mark,

Many thanks for the report. Based on the reports from Bumblebee and Galvatron, Optimus Prime decided to activate the site visit and prepare for the Brazilian drug administration's quality compliance inspection of the production line to take place in mid to late April 2017.

Peter

From: Mark<mark@bumblebee.com>
Date: February 28, 2014 9:13
To: Peter < peter@optimusprime.com>
Subject: Re: Physical and Chemical Properties Comparability Study Report (First Group)

Hi Peter,

Attached please find the report of the first group of tests we were commissioned to do! Please feel free to contact us if you have any questions. Thank you!

Mark

<Physical and Chemical Properties Comparability Study Report (First Group).pdf>

From: Peter < peter@optimusprime.com>
Date: February 10, 2014 13:58
To: Mark<mark@bumblebee.com>
Subject: Physical and Chemical Properties Comparability Study Report (First Group)

Hi Mark,

I heard that your company has almost completed the first group of tests. When will you deliver the test report? Thank you.

Peter

Document VII

From: Mark<mark@bumblebee.com>
Date: July 3, 2014 8:03
To: Peter < peter@optimusprime.com>
Subject: Re: Project Cybertron Work Report

Noted. We will cooperate.

Mark

From: Peter <peter@optimusprime.com>
Date: July 2, 2014 18:50:19
To: Mark<mark@bumblebee.com>
Subject: Project Cybertron Work Report

Hi Mark,

Optimus Prime plans to arrange a quality compliance inspection of the production line by the Brazilian drug administration in the week of August 28 to September 1, 2014.

Peter

Document VIII

From: Mark<mark@bumblebee.com>
Date: 8 August 2014 at 5:07 PM
To: Peter < peter@optimusprime.com>
Subject: Re: Project Cybertron Work Report

Peter,

We will cooperate.

Mark

From: Peter <peter@optimusprime.com>
Date: 8 August 2014 13:10
To: Mark<mark@bumblebee.com>
Subject: Project Cybertron Work Report

Hi Mark,

As discussed with the Brazilian drug administration, the certification is scheduled on 16, 17 and 18 of October 2014.

Peter

Document IX

From: Mark<mark@bumblebee.com>
Date: December 29, 2014 13:05
To: Peter < peter@optimusprime.com>
Subject: Re: Re: Re: Re: Physical and Chemical Properties Comparability Study (Second Group)

Peter,

We have been actively coordinating on the issue of equipment, and we would like to make it clear here:

1. There is no time limit for the completion of tests and submission of reports in the inspection agreement under which we are engaged, which is what we insisted on when entering into the agreement. Therefore, the so-called "one month overdue" does not stand;

2. We can do the tests. Our new equipment is expected to be in place in February, certified in March and the results of the tests are expected in April, which is too late in your opinion. I suggested you a few weeks ago that you may contact Cross, and you said last week that you had already contacted Cross and obtained a quotation. In terms of the costs, we will not share with you.

Mark

From: Peter <peter@optimusprime.com>
Date: December 28, 2014 09:05
To: Mark<mark@bumblebee.com>
Subject: Re: re: re: Physical and Chemical Properties Comparability Study (Second Group)

Mark,

You have been one month overdue and we paid a visit to Cross and have agreed to have Cross to carry out the tests for the second group. It is advisable that you reach an agreement with Cross, and that the service fee payable to Cross shall be equally shared by you and us.

Peter

From: Peter <peter@optimusprime.com>
Date: December 13, 2014 23:55
To: Mark<mark@bumblebee.com>
Subject: Re: re: Physical and Chemical Properties Comparability Study (Second Group)

Mark,

Thanks for your proposals. However, we do not favour the idea of engaging a third-party testing entity as different laboratories and personnel can lead to variations and uncontrollable factors that are not conducive to data integration. In addition, the late availability of the new instrument marks a sharp deviation from the previously agreed timeline and the significant delay in this test will affect our overall project plan.

Peter

Document IX

From: Mark<mark@bumblebee.com>
Date: 13 December 2014 14:51
To: Peter < peter@optimusprime.com>
Subject: re: Physical and Chemical Properties Comparability Study (Second Group)

Peter,

Hi, in relation to the physical and chemical properties comparability study (second group), our equipment encountered an exceptional condition and we are unable to carry out the test for the time being. Currently available solutions are: 1. we can carry out the test ourselves when the equipment is available (February 2015 at the earliest); 2. Engage a third-party testing company. Sentinel Prime or Ironhide Pharmaceutical Research are able to do the tests and both are quite experienced.

Mark

From: Peter <peter@optimusprime.com>
Date: 30 October 2014 11:20
To: Mark<mark@bumblebee.com>
Subject: Physical and Chemical Properties Comparability Study (Second Group)

Mark,

The innovator drugs to be used in the physical and chemical properties comparability study (second group) have been delivered to you. Please start the test of the second group as soon as possible.

Peter

Document X

From: Peter < peter@optimusprime.com>
Date: October 15, 2015 13:00
To: Mark<mark@bumblebee.com>
Subject: Re: Re: Re: Re: Re: Re: Re: Engagement of Comparability Tests

Mark,

We have agreed with Megatron a schedule for application for Phase I clinical trial. The application will be submitted by Megatron on January 18, 2016, with a formal approval expected in March 2016 and a formal trial expected to commence in late March.

Peter

From: Mark<mark@bumblebee.com>
Date: September 12, 2015 15:03
To: Peter < peter@optimusprime.com>
Subject: Re: Re: Re: Re: Re: Re: Engagement of Comparability Tests

Hi Peter,

Please see the retesting report for abnormal data.

Mark

<Comparability Test Report for Abnormal Data.docx>

From: Mark<mark@bumblebee.com>
Date: August 17, 2015 15:03
To: Peter < peter@optimusprime.com>
Subject: Re: Re: Re: Re: Re: Engagement of Comparability Tests

Peter,

As discussed over phone, we can retest the relevant data and try to provide a report by the end of the month.

Mark

From: Peter < peter@optimusprime.com>
Date: July 2, 2015 15:00
To: Mark<mark@bumblebee.com>
Subject: Re: Re: Re: Re: Engagement of Comparability Tests

Mark,

We expect to submit the application to the Brazilian regulator via Megatron in early August and the relevant documentation is being drafted.

Peter

From: Mark<mark@bumblebee.com>
Date: July 2, 2015 13:00
To: Peter < peter@optimusprime.com>

Document X

Subject: Re: Re: Re: Engagement of Comparability Tests

Peter,

Our lab has been very busy lately and we can't arrange a retest until the end of August at the earliest, and the results will be available as soon as in a week.

Besides, when are you going to apply for Phase I clinical trial? How's the progress of drafting the application documentation?

Mark

From: Peter < peter@optimusprime.com>
Date: June 26, 2015 17:07
To: Mark<mark@bumblebee.com>
Subject: Re: Re: Engagement of Comparability Tests

Hi Mark,

Cross has retested the abnormal data and the data are still unsatisfactory, can you retest these abnormal data?

Peter

From: Peter < peter@optimusprime.com>
Date: April 2, 2015 17:07
To: Mark<mark@bumblebee.com>
Subject: Re: Engagement of Comparability Tests

Hi Mark,

Cross has reported abnormal data to us and is unable to identify the cause, so you will need to consider testing with your own equipment.

We plan to complete the application documentation for Phase I clinical trial around May 1.

Good luck with the project!

Peter

From: Tony<tony@ crosshairs.com>
Date: March 22, 2015
To: Peter <peter@optimusprime.com>
Subject: Engagement of Comparability Tests

Hi Peter,

Abnormal data are found in our testing process, and we have not been able to identify the cause after examination.

Tony

Guangdong Cross Drug Research and Development Company Limited

Document XI

From: Mark<mark@bumblebee.com>
Date: August 2, 2016 14:51
To: Peter <peter@optimusprime.com>
Subject: Re: Drafting of Submissions

Peter,

Will take a look and reply to you.

Mark

From: Peter <peter@optimusprime.com>
Date: August 2, 2016 11:20
To: Mark<mark@bumblebee.com>
Subject: Drafting of Submissions

Hi Mark,

Megatron's experts have been very slow in their work and I only received their feedback on the submissions this week. The experts made some deletions to our submissions and raised some issues that need further explanation. We would like your experts to work with this part of the submissions that needs clarification.

Peter

Document XII

WeChat Conversations

15 March 15, 2017 17:09

Peter: 【Project Cybertron Sale Plan.pdf】

Peter: Hi Mark, this is my well-thought-out plan for sale for your reference. Your comments are welcome.

Mark: Ok, I will take a look.

Peter: It just occurred to me that if you could acquire Project Cybertron, we could consolidate the two teams into one to push forward international business.

Mark: The idea has to be communicated to our general manager.

Document XIII

From: Peter <peter@optimusprime.com>
Date: May 18, 2017 17:00
To: Mark<mark@bumblebee.com>
Subject: Re: Project Cybertron Cooperation Plan

Mark,

After several rounds of communications, Bumblebee and Optimus Prime have not yet reached an intention of cooperation, as we are a small company invested by natural person, positioning ourselves to develop a product in early stage and then transfer it to a company that can continue to develop it. We are very sad that Bumblebee has given up the opportunity of cooperation in spite of our sincere intention to cooperate.

Peter

From: Peter <peter@optimusprime.com>
Date: April 1, 2017 16:00
To: Mark<mark@bumblebee.com>
Subject: Project Cybertron Cooperation Plan

Mark,

In relation to Project Cybertron, we had a meeting last week where it was communicated that the cooperation between Bumblebee and Optimus Prime would involve Bumblebee acquiring 51% of Optimus Prime for cash and leading Optimus Prime through Project Cybertron. Very much looking forward to a deeper collaboration between the two companies.

Peter

Document XIV

WeChat Conversations

22 May 2017 16:00

Peter: Thanks for a very good conversation with you. Previously, the communication was not good, we will discuss and meet with your company as soon as possible.

Jeff: OK. I am a director of Bumblebee in charge of commercial affairs. Please contact me for contract related issues. This project is of significant importance to us and we would like to keep in touch with you.

28 May 2017 17:25

Peter: Following our last meeting, we have carefully discussed and prepared a new project schedule for your review.

【Schedule.pdf】

Jeff: Received.

11 August 2017 11:12

Jeff: We have received a supplementary agreement from you, with further amendments based on our revised comments. We will not accept your request to share data for a fee and to delete our request on time points. Our claim regarding this agreement is to see Optimus Prime's commitment to project schedule. Your delay in the project has had a significant impact on our product launch.

Peter: The lawyers on both sides have studied the issues thoroughly and the project schedule is a central concern for both parties. I would like to set up a meeting to discuss this with you.

Jeff: Let's do it next week.

19 August 19, 2017 11:00

Jeff: Remember to be ready for the online meeting this afternoon.

Peter: OK.

Document XIV

28 August 2017 15:00

Jeff: Hello, as discussed at the last meeting, Optimus Prime should have signed and sent the supplementary agreement last week and we will be sending out samples for the Phase I clinical trial afterwards. We have not yet received the supplementary agreement. If you are not willing to honour your commitment, we will proceed to terminate the agreement.

Peter: We are refining the supplementary agreement.

2 September 2017 15:00

Peter: Can we have another meeting regarding the supplementary agreement?

Jeff: Didn't you say there was no further issue regarding the supplementary agreement? We had a meeting and made all things clear. Now please tell us directly what other problems you have.

Peter: The execution of the supplementary agreement cannot be a condition for the shipment of samples for Phase I clinical trial. Your failure to comply with the original agreement to send samples last week has had serious impacts on project schedule and we need to have further communications.

Jeff: What happens if Optimus Prime does not sign the supplementary agreement, resulting in the termination of the agreement, where we will gain nothing from our investment in drugs for clinical trials? We made it very clear last time that it was Optimus Prime's delay that caused the current outcome and that the responsibility lies with Optimus Prime.

Document XV

From: Mark<mark@bumblebee.com>
Date: July 10, 2017 15:30
To: Peter <peter@optimusprime.com>
Subject: Re: Supplementary Agreement to Cooperation Agreement

Peter,

We have received the Supplementary Agreement. Please see our comments on revisions as attached.

Mark

<Supplementary Agreement to Cooperation Agreement_revised.docx>

From: Peter <peter@optimusprime.com>
Date: July 6, 2017 16:04
To: Mark<mark@bumblebee.com>
Subject: Supplementary Agreement to Cooperation Agreement

Hi Mark,

We accept your proposed updates to the Cooperation Agreement, and the Supplementary Agreement is attached hereto.

Peter

<Supplementary Agreement to Cooperation Agreement.docx>

Document XVI

Notice of Termination of the Cooperation Agreement

Date: 9 September 2017

To: Singapore Optimus Prime Pharmaceutical Consulting Limited

Attn: Peter

From: Xi'an Bumblebee Biotechnology Company Limited

Re: Termination of the Cooperation Agreement

Dear Peter,

The Cooperation Agreement was signed between your company and our company on 1 December 2012.

As per Section 9.4.1 of the Cooperation Agreement, we may terminate this Agreement by giving sixty (60) days' written notice to you in the event that a) you are unable to complete the work in relation to development, registration and market authorisation of the Product as specified in Exhibit 1, without any reasonable explanations.

According to Exhibit 1 of the Cooperation Agreement, you shall complete Phase I clinical studies before September 2014, but you had not completed this work as at August 2017. You have not provided any reasonable explanations.

According to Exhibit 1 of the Cooperation Agreement, you shall complete Phase III clinical studies before June 2017, but you had not completed this work as at August 2017. You have not provided any reasonable explanations.

In summary, you have substantially breached the agreement on the deadlines set out in Exhibit 1 of the Cooperation Agreement and have failed to provide any reasonable explanations. However, in the hope of supporting you as much as possible in the registration of your Product in Brazil, we still tried to negotiate a supplementary agreement with you in a friendly and cooperative manner. Unfortunately, despite our sincere efforts, you have not yet agreed to the reasonable requests made by us during the negotiation of the supplementary agreement. As of today, both parties are still unable to agree on the execution of a supplementary agreement.

In order to avoid disputes and to avoid further unnecessary expenditure of manpower and material resources from both sides, we hereby give you the notice in accordance with Section 9.4.1 (a) of the Cooperation Agreement that:

Unless this notice is expressly withdrawn by us within sixty (60) days of the date hereof, the Cooperation Agreement shall be deemed to be terminated by us on the 60th day from the date of this notice. Upon the termination of the Cooperation Agreement, you shall no longer be entitled to undertake any work in relation to the development, registration or market authorisation of the Product in the Target Market.

We also expressly reserve all of our legal rights to remedy any breach of the Cooperation Agreement by you, including but not limited to, the right to hold you liable for breaching liabilities and claim for compensations for any loss incurred by us as a result of your breach.

Yours sincerely,

Xi'an Bumblebee Biotechnology Company Limited
(seal)

Document XVII

NOTICE OF ACCEPTANCE OF APPLICATION

Reference: 5222/0001/00003

Product: Cybertron

Product number: Cybertron-1234

30/07/2017

Dear Ms Zoe,

I refer to your request for an approval of phase I clinical trial, received on 01/07/2017.

The Licensing Authority has carefully considered your request and decides to approve your request.

You are reminded that where it is appropriate, the approval of the Ethics Committee should also be obtained.

Yours sincerely,

Department of Clinical Trials

Document XVIII

WeChat Conversations

28 August 2017 12:03

Peter: Hi Mark, have you sent the samples for phase I clinical trial yet?

Mark: Our colleague in charge of commercial affairs, Jeff, asked me to suspend the shipment, as you have not signed the supplementary agreement. We are ready to ship them at any time.

Peter: Project advancement and business negotiations are two different things. Your company needs to ship the samples as soon as possible, otherwise the tests cannot not go ahead smoothly.

Mark: I have to follow the decision made by our colleague in charge of commercial affairs.

Peter: Your company will be in material breach of contract if you withhold the samples for clinical trials!

Mark: The cooperation is all based on agreement. You said the supplementary agreement would be signed last week but we have not heard from you until now.

Peter: Our existing agreement is valid and I am only acting on it. If the samples are not shipped, Phase I clinical trial will be delayed.

Mark: Please sign and revert to us the supplementary agreement as soon as possible.

Document XIX

Letter of Reminder

Xi'an Bumblebee Biotechnology Company Limited:

On 1 December 2012, you and we signed an exclusive Cooperation Agreement for Cybertron, under which you are responsible for the supply of the Product as a Qualified Supplier and we are responsible for product development, registration and launch. The Agreement is valid from 1 December 2012 until ten (10) years after the Product is launched in Brazil. Since the execution of the Agreement, we have invested SDG$1.5 million and have completed a significant amount of development work, including but not limited to: two groups of bio-comparability studies of Cybertron with the innovator drugs for the Brazilian market (2013-2015); drafting and finalisation of application documentation for Phase I clinical trial (2015-2016); ethical application and approval for Phase I clinical trial (2017); and receipt of approval document of Phase I clinical trial from the Brazilian regulatory authority (2017), among other important milestones. The Phase I clinical trial for the Product was launched in Brazil on 28 August 2017.

In view of the above facts, you should provide the drugs for clinical trials pursuant to the Agreement in a timely manner, but there has arisen a serious incident that the clinical trial drugs have been withheld by you, and that despite our repeated reminders, you still have not shipped the clinical trial drugs, which has put our invested capital and our huge amount of completed work at high risk of serious loss. You proposed to sign a "Supplementary Agreement" with us. However, the existing Agreement is still valid and the work is being carried out normally. Included in the "Supplementary Agreement" are extremely unreasonable provisions regarding "termination of cooperation" and amendments regarding the ownership of intellectual property rights, neither of which is unacceptable to us. The two sides may have further amicable communications over the details of a Supplementary Agreement; however, your failure to ship the drugs for clinical trials as agreed has constituted a breach of contract and has negatively affected the progress of the project.

Therefore, we hope that you will comply with the existing Cooperation Agreement and send us the drugs for clinical trials as soon as possible. If you do not send the drugs for clinical trials by 30 September 2017, the current schedule of the clinical trials will be cancelled and other follow-up work will be delayed accordingly, and any immeasurable losses incurred shall be your responsibilities.

Singapore Optimus Prime Pharmaceutical Consulting Limited

7 September 2017

Document XX

Supplementary Agreement

This Supplementary Agreement is made on the day of [date] by and between:

Party A: Xi'an Bumblebee Biotechnology Company Limited, a company established under the laws of the People's Republic of China; and

Party B: Singapore Optimus Prime Pharmaceutical Consulting Limited, a company established under the laws of the Republic of Singapore.

The Parties entered into the Cooperation Agreement between Xi'an Bumblebee Biotechnology Company Limited and Singapore Optimus Prime Pharmaceutical Consulting Limited (the "**Master Agreement**") on 1 December 2012 and entered into the Supplementary Agreement on Data Sharing on 21 November 2013 (collectively with the Master Agreement, the "**Original Agreement**"). Since the execution of the Master Agreement, with the professional and active support of Party A, Party B has registered Cybertron in Brazil under the trade name "Transformers" ("**Project Transformers**"), completed two groups of bio-comparability study targeting the Brazilian market for Project Transformers against the innovator drugs, drafted and finalised product documentations for clinical trials, consolidated and submitted the application documentation for Phase I clinical trial, completed ethics application and approval for Phase I clinical trial, and received the approval of Phase I clinical trial by the Brazilian regulatory authority. The Phase I clinical trial started in August 2017 in the UK. In order to update the provisions regarding plan of cooperation and data sharing in the ~~Master~~Original Agreement so as to accelerate the launch of Cybertron, the Parties have agreed to sign the following supplementary agreement in good faith and by mutual agreement.

Clause 1 – Data Sharing

~~On the basis of the Master Agreement, Party A and Party B signed a Supplementary Agreement on "Data Sharing" on 21 November 2013.~~ In order to reflect more mutually beneficial data sharing, Party A and Party B have added the following data sharing provisions based on the Original Agreement.

1-1 Party A shall have the right to ~~may~~ share and use Party B's data for the Brazilian market, including but not limited to bio-comparability studies, clinical studies, registration data, etc. Party A shall submit a written request for data sharing (e.g., email) to Party B stating the purpose of the data sharing. ~~and~~ Party B shall send to Party A the data requested by Party A for sharing in full as soon as possible upon such request of Party A (but no later than [3] days of the request made by Party A). ~~respond in writing with or without its consent. If Party B so consents, Party A will have access to the requested data. If Party B does not consent thereto, it shall provide reasonable and objective reasons.~~

1-2 Party A may use the data shared by Party B without payment to Party B. If Party A terminates the Original Agreement and this Supplementary Agreement pursuant to Clause 2-3 hereof, the data shared by Party B with Party A and all the intellectual property rights contained therein shall become vested in Party A without compensation from the date of termination of the Agreement.

~~Party B may share Party A's data for non-Brazil markets, including but not limited to bio-comparability studies, clinical studies, registration data, etc. Party B shall submit a written request for data sharing (e.g., email) to Party A stating the purpose of the data sharing and Party A shall respond in writing with or without its consent. If Party A so consents, Party B will have access to the requested data. If Party A does not consent thereto, it shall provide reasonable and objective reasons.~~

Clause 2 – Update to Schedules

Document XX

2-1 Given that "Exhibit 1 - Schedule of Product Development, Registration and Launch" in the Master Agreement is not in line with the current progress of Project Transformers, following discussions and exchanges between the Parties, Exhibit 1 of the Master Agreement shall be replaced by the following table.

Stages of Development	**Schedule**
Phase I Clinical Studies	to be completed before June 2018
Phase III Clinical Studies	to be completed before December 2019
Market Authorisation Granted	to be completed before October 2020

2-2 The Parties agree that the above schedule is a planned one; that both Parties shall work together in good faith to facilitate the launch of Cybertron in Brazil as per the schedule; and that the Party that fails to fulfil the corresponding obligations shall fully provide the other Party with reasonable explanations and objective reasons.

~~2-2~~2-3 Notwithstanding that the above schedule is a planned one, it is Party B's responsibility to get market authorisation in Brazil. Therefore, if Party B fails to complete the work scheduled to be completed by a certain point in time as set out in the schedule above and provide Party A with supporting documentation, then Party A may, at any time after that point in time, terminate the Original Agreement and this Supplementary Agreement after 60 days upon giving written notice to Party B. This paragraph replaces Section 9.4.1 a) of the Master Agreement.

Clause 2 – Agreement by Parties

3-1 In the implementation of Project Transformers and in achieving the agreed objectives as planned, Party A shall neither be uncooperative nor have project interrupted or transferred to any third parties without the knowledge and consent of Party B.

3-2 In the implementation of Project Transformers and in achieving the agreed objectives as planned, Party B shall neither be uncooperative nor have project interrupted or transferred to any third parties without the knowledge and consent of Party A.

3-3 Anything not agreed hereunder shall be governed by the Master Agreement and any other effective supplementary agreement.

3-4 This Supplementary Agreement is made in two copies, with each party holding one copy, which are of the same legal effect and shall take effect upon signature by both Parties.

Xi'an Bumblebee Biotechnology Company Limited	**Singapore Optimus Prime Pharmaceutical Consulting Limited**
(Signature & Date)	(Signature & Date)
Name:	Name:
Title:	Title:

Request for Arbitration

Claimant: _____

Address: _____ E-mail: _____

Tel: _____ Fax: _____

Legal Representative: _____ Position: _____

Attorney: _____

Attorney's Contact Information: _____

Respondent: _____

Address: _____ E-mail: _____

Tel: _____ Fax: _____

Legal Representative: _____ Position: _____

Attorney: _____

Attorney's Contact Information: _____

Arbitration Agreement

Claims

1.
2.

……

Facts and Grounds

I. XXX

1. AAA.

2. BBB.

II. YYY

3. CCC.

4. DDD.

5. EEE.

……

To

Shanghai International Arbitration Center

Claimant: _____

Date: _____

List of Evidence

No.	Name of Evidence	Purpose of Proof	Page

Claimant/Attorney: _____

Date: _____