



RSM China CPA LLP
901-26 Foreign Trade Building, No.22
Fuchengmenwai Street,
Xicheng District, Beijing, 100037,
PR China

Tel: +86 10 6600 1391
Fax: +86 10 6600 1392
Mail: international@rsmchina.com.cn

The Directors
Ora, Inc.
Ora Ophthalmology Medical Research (Beijing) Ltd.

For the attention of: Ms. Stella Chistyakov

Date: 3 November 2021

Dear Sirs/Madams

Subject: Outsourcing for Ora Ophthalmology Medical Research (Beijing) Ltd.

We set out below our understanding of the services that you require in respect of Ora Ophthalmology Medical Research (Beijing) Ltd. ("the Company"). We request that you confirm this understanding by signing and returning a copy of this letter to us.

Based upon our understanding of the engagement, we have prepared the following summary of our services under the following headings:

Paragraphs

- I Summary of your requirements
- II Our scope of service and service fee
- III Staffing and relevant experience
- IV Confidentiality of information
- V Agreement of terms

THE POWER OF BEING UNDERSTOOD
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I Summary of Your Requirements

We understand from our discussions that you wish us to provide outsourcing services for the Company related to the cash management, bookkeeping, payroll, tax compliance and annual filings.

II Our Scope of Service and Service Fee

According to your requests, we will provide the outsourcing services for the Company in compliance with the PRC regulation requirements.

2.1 General compliance work

Please refer to the annex 1 for the work scope and service fee details.

2.2 Ad-hoc services

From time to time, we will agree mutually that certain additional service (such as translation service) falling outside of the scope of the above should be performed. We will agree the scope of such work and basis of fee in advance. Depending on the nature of the work involved, the fees would be chargeable on an hourly basis for this type of work. The hourly rates would vary between ¥ 500 - ¥ 3,100 per hour, depending on the level of staff required. We will agree the time budget and hourly rate in advance of performing such services. Routine administrative updates would fall at the lower end of this charge scale.

Our fees are based on the time we deem necessary to comply with the requirements of the assignment, and according to the professional skills involved.

The fees are stated before adding Value-added tax and related surcharges of 6.72% and out-of-pocket expenses incurred during the work. The out-of-pocket expenses include government charges, transportation, printing and postage, telephone and fax charges etc., which will be communicated beforehand and billed separately based on the actual amount incurred.

The fees shall stand for the first 6 months from the signature of the Engagement Letter. Thereafter, the fees shall be subject to periodic review based on the actual time requirements of the services. Any changes in the scope of fee should be subject to mutual agreement and a notice period of 1 month.

The invoices will be issued at the end of each quarter upon completion of the services.

III Staffing and Relevant Experience

This engagement will be placed under the supervision of Xiaolin Zhang, the senior manager responsible for audit and business advisory services in our Beijing Office. Without the written consent from your side, we will not change the manager.

IV Confidentiality of information

The information that we gather in the course of our work remains confidential to your Company and shall only be disclosed to those with direct need to perform our duties set out above.

In the event we are requested or authorised by the Company or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the Company, so long as we are not a party to the proceeding in which the information is sought, reimburse will be discussed and requested for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

V Agreement of terms

Please note that RSM China's maximum liability relating to the services covered under this proposal (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to us for the portion of our services or work products giving rise to liability. In no event shall our Firm and our personnel be liable for consequential, special, incidental or punitive loss, damages or expenses (including without limitation, lost profits, opportunity costs, etc.) even if it has been advised of their possible existence. In addition, your Group shall indemnify and hold harmless our Firm and our personnel from and against any claims, liabilities, costs and expenses (including, without limitation, attorneys' fees and the time of our personnel involved) brought against, paid or incurred by us at any time and in any way arising out of or relating to our services under this proposal, except to the extent finally determined to have resulted from the gross negligence or wilful misconduct of our personnel. These provisions shall survive the completion of this engagement.

Any variation to the terms of this engagement should be notified in writing by either party at least one month

prior to the proposed change.

It is agreed by the Company and RSM China or any successors in interest that no claim by or on behalf of either party arising out of services rendered pursuant to this agreement shall be asserted more than three years after the date of the related report or one year after the date of termination of RSM China's services.

This letter constitutes the complete and exclusive statement of agreement between RSM China and the Company, superseding all proposals oral or written and all other communication, with respect to the terms of the engagement for services between the parties.

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate the opportunity to work with you.

Yours faithfully

RSM China CPA LLP

Read and accepted by the addressee:

Name: *Peng Wang*
Signature of the addressee
Title: Vice President, General Manager of China
11/09/2021 05:35:28 UTC
Peng Wang (Signer)
Date: 11/09/2021

Annex 1 Work Scope and Service Fee (in CNY)

No	Service items	Frequency	Service Fees			Note
			Ad-hoc/ One-off	Monthly /Quarterly	Annual	
	<u>Accounting</u>					
1	PRC Book-Keeping and PRC Financial Statements preparation	Monthly		5,000		Up to 30 entries, ¥80 per extra entry
2	Preparation of group reporting package	Quarterly		3,500		If required
3	External auditor assistance for local/group audits	Annual			3,000	
	<u>Payroll Services</u>					
4	Monthly payroll processing; Individual income tax calculation & filings	Monthly, per head		800		Our scope under PRC IIT only covers employment income. ¥ 800 per local employee per month
5	Transfer in / out of the social insurance and housing fund accounts for the new hire / resigned staff (on needed basis)	Per transfer	500			
6	Annual Assessment for Local Employees' Social Benefits Contribution and Housing Fund	Annual			1,000	
7	Annual IIT Filing Assistance for Local Employees	Annual, per head			500	If required, ¥ 500 per local employee per annual
	<u>Tax compliance</u>					
8	Preparation and submission of stamp duty return	Per return	1,000			
9	Preparation and submission of VAT return and surcharges;	Quarterly		2,500		quarterly filing for VAT small-scale tax payer
10	Preparation and submission of Corporate Income Tax return	Quarterly		2,500		
11	Issuance of VAT invoice (Optional)	Per invoice	100			If required
12	Preparation and submission of annual corporate income tax returns	Annual			10,000	
13	Preparation and submission of annual Related Party Transaction report (22 forms)	Annual				If required, ¥ 6000 per annual, pending confirmation from local authority
	<u>Cashier / Bank management</u>					
14	Foreign currency transaction preparation and counter handling	Per transaction	700			If required
15	Foreign currency income declaration	Per declaration	500			If required
16	Foreign currency settlement	Per settlement	700			If required
17	Monthly payment processing upon invoices validation and bank reconciliation, E-banking assistance,	Monthly		3,000		Capped at 20 payments per month, ¥ 100 per settlement for any payment in excess of 20.
18	Overseas foreign currency payment & withholding taxes	Per payment	8,000			If required
	<u>Other statutory filings</u>					
19	Prepare and file annual inspections with various authorities including Joint Annual Inspection and National Enterprise Credit Information Publicity System	Annual			4,000	
20	Filing with Statistic Bureau	Monthly		500		If required
21	Disabled people security fund annual filing	Annual			1,000	If required