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

SCHEDULE 13D

Under the Securities Exchange Act of 1934*

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iKang Healthcare Group, Inc.

(Name of Issuer)

Class A Common Shares, par value US$0.01 per share**
American Depositary Shares, each representing 1/2 Class A Common Share

(Title of Class of Securities)

45174L108***

(CUSIP Number)

Mr. Boquan He
Unit 3213, Metro Plaza
No. 183-187 Tianhe Road (N)
Guangzhou, PR China, 510620
+86 20 8755 3248

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

March 26, 2018

(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 Rules 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. ☐

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

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

** Not for trading, but only in connection with the registration of American Depositary Shares each representing 1/2 Class A Common Share.

*** This CUSIP applies to the American Depositary Shares, each representing 1/2 Class A Common Share.

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

1	Name of Reporting Person. Boquan He		
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐		
3	SEC Use Only		
4	Source of Funds (See Instructions) OO		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or Place of Organization PR China		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 4,458,575 Class A Common Shares(1)	
	8	Shared Voting Power 0	
	9	Sole Dispositive Power 4,458,575 Class A Common Shares(1)	
	10	Shared Dispositive Power 0	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,458,575 Class A Common 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); 13.0%(2)		
14	Type of Reporting Person (See Instructions) IN		

(1) Consists of (i) 10,000 Class A Common Shares issuable upon exercise of option held by Mr. Boquan He within 60 days of the date of this Schedule 13D, and (ii) 4,448,575 Class A Common Shares held by Top Fortune Win Ltd.

(2) Percentage calculated based on (i) 33,444,877 Class A Common Shares (excluding Class A Common Shares issued to the depositary and reserved for exercise of option) and 805,100 Class C Common Shares outstanding as of June 30, 2017 according to the Form 20-F filed by the Issuer with the Securities and Exchange Commission on August 15, 2017, and (ii) 10,000 Class A Common Shares issuable upon exercise of option held by Mr. Boquan He within 60 days of the date of this Schedule 13D.

1	Name of Reporting Person. Top Fortune Win Ltd.		
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐		
3	SEC Use Only		
4	Source of Funds (See Instructions) OO		
5	Check 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 0
		8	Shared Voting Power 4,448,575 Class A Common Shares
		9	Sole Dispositive Power 0
		10	Shared Dispositive Power 4,448,575 Class A Common Shares
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,448,575 Class A Common 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); 13.0%(1)		
14	Type of Reporting Person (See Instructions) CO		

(1) Percentage calculated based on 33,444,877 Class A Common Shares (excluding Class A Common Shares issued to the depositary and reserved for exercise of option) and 805,100 Class C Common Shares outstanding as of June 30, 2017 according to the Form 20-F filed by the Issuer with the Securities and Exchange Commission on August 15, 2017.

Schedule 13D

Item 1 Security and Issuer

The title and class of equity securities to which this Statement on Schedule 13D (this "**Schedule 13D**") relates are the Class A common shares, par value US$0.01 per share ("Class A Common Shares," including Class A Common Shares represented by American Depositary Shares ("ADSs", with each ADS representing 1/2 Class A Common Share), and which together with Class C common shares, are referred to as the "Common Shares"), of iKang Healthcare Group, Inc. (the "Issuer"). The address of the principal executive offices of the Issuer is located at B-6F, Shimao Tower, 92A Jianguo Road, Chaoyang District, Beijing, PR China, 100022.

Item 2 Identity and Background

This Schedule 13D is being filed jointly by Mr. Boquan He ("Mr. He") and Top Fortune Win Ltd. ("Top Fortune" and, together with Mr. He, the "Reporting Persons") pursuant to Rule 13d-1(k) promulgated by the Securities and Exchange Commission under Section 13 of the Exchange Act. The agreement between the Reporting Persons relating to the joint filing of this Schedule 13D is attached hereto as Exhibit 99.1.

Mr. He is a citizen of PR China and his principal occupation is a director and the vice-chairman of the Issuer. Mr. He's business address is Unit 3213, Metro Plaza, No. 183-187 Tianhe Road (N), Guangzhou, PR China, 510620.

Top Fortune is a company incorporated under the laws of the British Virgin Islands. Top Fortune is wholly owned by Mr. He. The principle business of Top Fortune is that of an investment holding company. The principal business address of Top Fortune is Vistra Corporate Services Centre, Wickhams Cay II, Road Town Tortola, VG1110, British Virgin Islands. Mr. He is the sole director of Top Fortune.

During the past 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 Considerations

In connection with the transactions described in Item 4 below (the answer to which is incorporated herein by reference), it is anticipated that, at the price per Common Share and the price per ADS set forth in the Merger Agreement (as described in Item 4 below), the buyer consortium intends to fund the Merger (as defined in Item 4 below) through a combination of (i) equity financing provided by the New Investors (as defined in Item 4 below) in an aggregate amount equal to approximately US$1.15 billion in cash pursuant to equity commitment letters provided by the New Investors to the Issuer and (ii) rollover financing comprised of the Rollover Shares (as defined in Item 4 below).

Item 4 Purpose of Transaction

On February 28, 2018, Yunfeng Capital ("Yunfeng") and Alibaba Investment Limited ("Alibaba") submitted a preliminary non-binding proposal letter to the Issuer's board of directors, in which Yunfeng and Alibaba proposed to acquire all of the outstanding Class A Common Shares (including Class A Common Shares represented by ADSs) and Class C Common Shares of the Issuer in an all-cash transaction for US$40.00 per Common Share or US$20.00 per ADS.

On March 26, 2018, the Issuer entered into an Agreement and Plan of Merger (the "Merger Agreement") with IK Healthcare Investment Limited ("Parent"), a special purpose vehicle wholly-owned by IK Healthcare Holdings Limited ("Holdco"), and IK Healthcare Merger Limited ("Merger Sub"), a wholly-owned subsidiary of Parent. Subject to the terms and conditions of the Merger Agreement, at the effective time of the Merger, Merger Sub will merge with and into the Issuer (the "Merger"), with the Issuer continuing as the surviving company and a wholly-owned subsidiary of Parent, and each of the Common Shares (including Common Shares represented by ADSs) issued and outstanding immediately prior to the effective time of the Merger and each of the ADSs will be cancelled and cease to exist in exchange for the right to receive US$41.20 per Common Share or US$20.60 per ADS, in each case, in cash, without interest, except for (i) Common Shares held by Parent, the Issuer or any of their respective subsidiaries, (ii) Common Shares issued to the depositary of the Issuer's ADS program and reserved for the exercise of the options granted under the Issuer's share incentive plans, (iii) certain Common Shares (including Common Shares represented by ADSs) beneficially owned by the Reporting Persons and Mr. Lee Ligang Zhang (the "Rollover Shares"), and (iv) Common Shares owned by holders who have validly exercised and not effectively withdrawn or lost their rights to dissent from the Merger pursuant to Section 238 of the Companies Law of the Cayman Islands, which Common Shares will be cancelled at the effective time of the Merger for the right to receive the fair value of such Common Shares determined in accordance with the provisions of Section 238 of the Companies Law of the Cayman Islands. At the effective time of the Merger, the Rollover Shares will be cancelled for no consideration, and the Rollover Shareholders (as defined below) will subscribe for newly issued shares of Holdco.

Concurrently with the execution of the Merger Agreement, the Reporting Persons, ShanghaiMed, Inc. ("ShanghaiMed"), Time Intelligent Finance Limited ("Time Intelligent" and, together with the Reporting Persons and ShanghaiMed, collectively, the "Rollover Shareholders"), and Mr. Lee Ligang Zhang executed a support agreement with Holdco and Parent (the "Support Agreement"), pursuant to which each of the Rollover Shareholders has agreed to, subject to the terms and conditions set forth therein and among other obligations, (i) the cancellation of the Rollover Shares held by such Rollover Shareholders for no consideration, (ii) subscribe for newly issued ordinary shares of Holdco immediately prior to the closing of the Merger and (iii) vote in favor of authorization and approval of the Merger Agreement and the transactions contemplated by the Merger Agreement (the "Transactions"), including the Merger.

Concurrently with the execution of the Merger Agreement, Top Fortune executed a limited guarantee in favor of the Issuer with respect to certain obligations of Parent under the Merger Agreement (the "Top Fortune Limited Guarantee"). The Top Fortune Limited Guarantee states that concurrently with the execution and delivery thereof, each of Yunfeng Fund III, L.P., Yunfeng Fund III Parallel Fund, L.P. (both affiliates of Yunfeng) and Taobao China Holding Limited (an affiliate of Alibaba) (each, a "New Investor", and, together with the Rollover Shareholders and Mr. Lee Ligang Zhang, collectively, the "Investors"), and ShanghaiMed entered into a limited guarantee substantially identical to the Top Fortune Limited Guarantee with the Issuer.

Concurrently with the execution of the Merger Agreement, the Investors, Holdco, Parent and Merger Sub entered into an interim investors agreement (the "Interim Investors Agreement"), which governs, among other matters, the actions of Holdco, Parent and Merger Sub and the relationship among the Investors with respect to the Merger Agreement and the Transactions.

The Interim Investors Agreement states that on or prior to the date of thereof, each of the New Investors executed a letter agreement in favor of Parent, pursuant to which each of such New Investors has agreed, subject to the terms and conditions set forth therein, to purchase, directly or indirectly, certain equity interests of Parent in connection with the Transactions with an aggregate amount of approximately US$1.15 billion.

References to each of the Merger Agreement, the Support Agreement, the Top Fortune Limited Guarantee and the Interim Investors Agreement in this Schedule 13D are qualified in their entirety by reference to such above-mentioned documents, as applicable, which are attached hereto as exhibits and incorporated herein by reference as if set forth in their entirety herein.

If the Merger is completed, the ADSs would be delisted from the NASDAQ Global Select Market, and the Issuer's obligation to file periodic reports under the Exchange Act, would terminate. In addition, consummation of the Transactions could result in one or more of the actions specified in clauses (a)-(j) of Item 4 of Schedule 13D, including the acquisition or disposition of securities of the Issuer, a merger or other extraordinary transaction involving the Issuer, a change to the board of directors of the Issuer (as the surviving company in the Merger), and a change in the Issuer's memorandum and articles of association to reflect that the Issuer would become a privately held company.

Item 5 Interest in Securities of the Issuer

(a) and (b) The responses of each of the Reporting Persons with respect to Rows 11, 12, and 13 of the cover pages of this Schedule 13D that relate to the aggregate number and percentage of Class A Common Shares (including but not limited to footnotes to such information) are incorporated herein by reference.

The responses of each of the Reporting Persons with respect to Rows 7, 8, 9, and 10 of the cover pages of this Schedule 13D that relate to the number of Class A Common Shares as to which such Reporting Persons have sole or shared power to vote or to direct the vote of and sole or shared power to dispose of or to direct the disposition of (including but not limited to footnotes to such information) are incorporated herein by reference.

The information set forth in Items 2 and 4 above is hereby incorporated by reference. Mr. Boquan He is the sole shareholder and sole director of Top Fortune. Pursuant to Section 13(d) of the Exchange Act and the rules promulgated thereunder, Mr. He may be deemed to beneficially own all of the Class A Common Shares held by Top Fortune.

By virtue of their actions in respect of the Merger as described herein, the Reporting Persons may be deemed to constitute a "group" with the other Investors and/or their affiliates within the meaning of Rule 13d-5(d) under the Exchange Act of 1934. As a member of a group, each Reporting Persons may be deemed to beneficially own the Common Shares beneficially owned by the members of the group as a whole. However, the Reporting Persons expressly disclaim any beneficial ownership of such shares held by the other Investors and/or their affiliates. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission by the Reporting Persons that they are the beneficial owners of any Common Shares as may be beneficially owned by the other Investors and/or their affiliates for purposes of Section 13(d) of the Exchange Act of 1934 or for any other purpose.

(c) Except as otherwise described herein, none of the Reporting Persons has effected any transactions in the Common Shares (including Common Shares represented by ADSs) during the last sixty days.

(d) Not Applicable.

(e) Not Applicable.

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

The information set forth in Items 3, 4 and 5 of this Schedule 13D is hereby incorporated by reference in its entirety into this Item 6. Except as otherwise described herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Persons and any other person with respect to the voting or disposition of the Common Shares owned by the Reporting Persons.

Item 7 Materials to be Filed as Exhibits

Exhibit	Description
99.1	Joint Filing Agreement, dated as of April 5, 2017, by and between Mr. He and Top Fortune.
99.2	Agreement and Plan of Merger, dated as of March 26, 2018, by and among Issuer, Parent and Merger Sub (incorporated by reference to Exhibit 99.1 of the Form 6-K filed by Issuer on March 28, 2018).
99.3	Support Agreement, dated March 26, 2018, by and among the Rollover Shareholders, Mr. He, Mr. Lee Ligang Zhang, Parent and Holdco.
99.4	Limited Guarantee, dated March 26, 2018, by and between Top Fortune and the Issuer.
99.5	Interim Investors Agreement, dated March 26, 2018, by and among the Investors, Holdco, Parent and Merger Sub.

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: April 5, 2018

MR. BOQUAN HE

By: /s/ Boquan He

TOP FORTUNE WIN LTD.

By: /s/ Boquan He
Name: Boquan He
Title: Director

INDEX TO EXHIBITS

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Exhibit 99.1

Joint Filing Agreement

The undersigned hereby agree that they are filing this statement jointly pursuant to Rule 13d-1(k)(1). Each of them is responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

In accordance with Rule 13d-1(k)(1) promulgated under the Securities and Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with each other on behalf of each of them of such a statement on Schedule 13D (and any amendments thereto) with respect to the common shares beneficially owned by each of them, of iKang Healthcare Group, Inc., a corporation organized and existing under the laws of the Cayman Islands. This Joint Filing Agreement shall be included as an exhibit to such Schedule 13D.

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

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of the 5th day of April, 2018

MR. BOQUAN HE

By: /s/ Boquan He

TOP FORTUNE WIN LTD.

By: /s/ Boquan He
Name: Boquan He
Title: Director

[Signature Page to Joint Filing Agreement]

Exhibit 99.3

Execution Version

SUPPORT AGREEMENT

This SUPPORT AGREEMENT (this "Agreement") is entered into as of March 26, 2018 by and among (1) IK Healthcare Holdings Limited, a Cayman Islands exempted company ("Holdco"), (2) IK Healthcare Investment Limited, a Cayman Islands exempted company and a wholly-owned subsidiary of Holdco ("Parent"), (3) those shareholders of iKang Healthcare Group, Inc., a Cayman Islands exempted company (the "Company"), listed on Schedule A hereto (each, a "Shareholder" and collectively, the "Shareholders"), and (4) those beneficial owners of the Company listed on Schedule B hereto (each, a "Beneficial Owner" and collectively, the "Beneficial Owners"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent, IK Healthcare Merger Limited, a Cayman Islands exempted company and a wholly-owned subsidiary of Parent ("Merger Sub"), and 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 it may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Company, with the Company continuing as the surviving corporation and a wholly-owned subsidiary of Parent (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, as of the date hereof, each Shareholder is the record owner of certain Class A common shares, par value US$0.01 per share, of the Company ("Class A Shares") (including Class A Shares represented by American Depositary Shares (the "ADSs"), each representing 1/2 of a Class A Share), and/or certain Class C common shares, par value US$0.01 per share, of the Company ("Class C Shares" and, collectively with Class A Shares, the "Shares") as set forth in the column titled "Owned Shares" opposite such Shareholder's name on Schedule A hereto (such Shares, together with any other Shares acquired (whether beneficially or of record) by such Shareholder after the date hereof and prior to the earlier of the Effective Time and the termination of all of such Shareholder's obligations under this Agreement, including any Shares acquired by means of purchase, dividend or distribution, or issued upon the exercise of any Company Options or warrants or the conversion of any convertible securities or otherwise, being collectively referred to herein as the "Securities");

WHEREAS, in connection with the consummation of the Merger, each Shareholder agrees to (a) the cancellation of the number of Shares (including Class A Shares represented by ADSs) as set forth in the column titled "Rollover Shares" opposite such Shareholder's name on Schedule A hereto (the "Rollover Shares") for no consideration from the Company in the Merger, (b) subscribe for newly issued Holdco Shares (as defined below) immediately prior to the Closing, and (c) vote the Securities at the Shareholders' Meeting in favor of the Merger, in each case upon the terms and conditions set forth herein;

WHEREAS, in order to induce Parent and Merger Sub to enter into the Merger Agreement and consummate the transactions contemplated thereby, including the Merger, the Shareholders are entering into this Agreement;

WHEREAS, the 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 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**. From and after the date hereof until the earlier of the (x) Closing and the (y) termination of the Merger Agreement pursuant to and in compliance with the terms therein (such earlier time, the "Expiration Time"), each Shareholder hereby irrevocably and unconditionally agrees that at the Shareholders' Meeting or other annual or special meeting of the shareholders of the Company, however called, at which any of the matters described in paragraphs (a) — (f) hereof is to be considered (and any adjournment or postponement thereof), such Shareholder shall (i) cause its representative(s) to appear at such meeting or otherwise cause its 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, if applicable) all of such Shareholder's Securities:

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

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

(c) against any other action, agreement or transaction that is intended, that could reasonably be expected, or the effect of which could reasonably be expected, to materially 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 Shareholder of its obligations under this Agreement,

(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 Shareholder contained in this Agreement or otherwise reasonably requested by Parent in order to consummate the Transactions, including the Merger,

(e) in favor of any adjournment or postponement of the Shareholders' Meeting as may be reasonably requested by Parent, and

(f) in favor of any other matter necessary to effect the Merger and the other Transactions.

Section 1.2 **Grant of Irrevocable Proxy; Appointment of Proxy**.

(a) Each Shareholder hereby irrevocably appoints Parent and any designee thereof as its proxy and attorney-in-fact (with full power of substitution), to vote or cause to

be voted (including by proxy, if applicable) such Shareholder's Securities in accordance with Section 1.1 above at the Shareholders' Meeting or other annual or special 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, in each case prior to the Expiration Time. Each Shareholder represents that all proxies, powers of attorney, instructions or other requests given by such Shareholder prior to the execution of this Agreement in respect of the voting of such Shareholder's Securities, if any, are not irrevocable and each Shareholder hereby revokes any and all previous proxies, powers of attorney, instructions or other requests with respect to such Shareholder's Securities. Each Shareholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy.

(b) Each 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 Shareholder under this Agreement. Each 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 irrevocable prior to the Expiration Time. If for any reason the proxy granted herein is not irrevocable, then each Shareholder agrees to vote such Shareholder's Securities in accordance with Section 1.1 above prior to the Expiration Time. The parties hereto agree that the foregoing is a voting agreement.

Section 1.3 Restrictions on Transfers. Except (i) as provided for in Article II below, (ii) pursuant to the Merger Agreement or (iii) any pledge or encumbrance pursuant to the Existing Pledge Documents and the refinancing of the related indebtedness (the "Permitted Pledge"), each Shareholder hereby agrees that, from the date hereof until the Expiration Time, such Shareholder shall not, and shall cause its Affiliates not to, directly or indirectly, (a) offer for sale, sell, transfer, assign, tender in any tender or exchange offer, pledge, grant, encumber, hypothecate or similarly dispose of (by merger, testamentary disposition, operation of Law or otherwise) (collectively, "Transfer") or enter into any Contract, option or other arrangement or understanding with respect to the Transfer of any Securities or any interest therein, including, without limitation, any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction, floor transaction, collar transaction or any other similar transaction (including any option with respect to any such transaction) or combination of any such transactions, in each case involving any Securities and (x) has, or would reasonably be expected to have, the effect of reducing or limiting such Shareholder's economic interest in such Securities and/or (y) grants a third party the right to vote or direct the voting of such Securities, (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) convert or exchange, or take any action which would result in the conversion or exchange, of any Securities, (d) knowingly take any action that would make any representation or warranty of such Shareholder set forth in this Agreement untrue or incorrect or have the effect of preventing, disabling, or delaying such Shareholder from performing any of its obligations under this Agreement, or (e) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (a), (b), (c) or (d); provided that the foregoing shall not prevent the exercise of Company Options. Notwithstanding anything to the contrary set forth in this Agreement, each of Mr. Lee Ligang Zhang ("Founder"), ShanghaiMed Inc., Time Intelligent Finance Limited shall, and shall cause their respective Affiliates to, procure (i) the relevant pledgor's compliance with the terms and conditions of the Permitted Pledge, and (ii)

that the pledgees under the Permitted Pledge shall not enforce their rights to own or vote as a proxy with respect to the pledged Shares before the Closing. "Existing Pledge Documents" means (A) the equitable mortgage over shares ("Share Mortgage") dated August 25, 2017 between ShanghaiMed, Inc. and Gopher Global Credit Fund II ("Gopher"); (B) the supplemental deed to the Share Mortgage dated November 29, 2017 between ShanghaiMed, Inc. and Gopher; (C) the share pledge contract dated November 19, 2017 between ShanghaiMed, Inc. and AVIC Trust Co., Ltd.; (D) the General Pledge and Assignment Agreement ("General Pledge and Assignment Agreement") dated November 1, 2017 between Bank Julius Baer & Co. Ltd. and ShanghaiMed, Inc.; and (E) Addendum to the Credit Agreement and the General Pledge and Assignment Agreement dated November 1, 2017 between Bank Julius Baer & Co. Ltd. and ShanghaiMed, Inc.

Section 1.4 Acquisition of Securities.

(a) The parties acknowledge that prior to effective time of the Merger, Founder or his Affiliates (including funds managed by or controlled by or otherwise Affiliated with him) (collectively, "Founder Group") may acquire additional Shares from other directors or employees of the Company (or resulting from the exercise of Company Options acquired from such persons) which shall be deemed as "Rollover Shares" hereunder pursuant to Section 1.4(b) and Section 1.4(c) below so long as (i) such acquisition is not prohibited by applicable laws or compliance programs and otherwise would not adversely affect the transactions contemplated under the Merger Agreement, and (ii) the aggregate number of Shares acquired by Founder Group between the date hereof and the Closing, excluding the total number of Shares held by Ms. Feiyan Huang and Gold Partner Consultants Limited, shall be no more than 1,202,443 Shares.

(b) In the event that such acquiring person is an existing Rollover Shareholder hereunder, then upon delivery by such acquiring person of an updated Schedule A reflecting the rollover of its newly acquired Securities to the other parties hereto, such Securities shall be deemed as "Rollover Shares" held by such acquiring person pursuant to the terms of this Agreement.

(c) In the event that such acquiring person is not an existing Rollover Shareholder hereunder, such Securities shall be deemed as "Rollover Shares" held by such acquiring person pursuant to the terms of this Agreement upon delivery to the other parties hereto by such acquiring person of (i) an updated Schedule A reflecting the rollover of its newly acquired Securities, (ii) an adherence agreement to this Agreement in the form attached hereto as Schedule C, and (iii) an adherence agreement to the Interim Investors Agreement entered into on the date hereof by and among the parties hereto, Yunfeng Fund III, L.P., Yunfeng Fund III Parallel Fund, L.P. and Taobao China Holding Limited, in the form attached thereto as Schedule C.

ARTICLE II
ROLLOVER SHARES

Section 2.1 Cancellation of Rollover Shares. Subject to the terms and conditions set forth herein, (a) each Shareholder agrees that its Rollover Shares shall be cancelled at the Closing for no consideration from the Company, and (b) other than its Rollover Shares, all equity securities of the Company held by such Shareholder, if any, shall be treated as set forth in the Merger Agreement and not be affected by the provisions of this Agreement. Each

Shareholder will take all actions necessary to cause the number of Rollover Shares opposite such Shareholder's name on Schedule A hereto to be treated as set forth herein.

Section 2.2 Subscription of Holdco Shares.

(a) Immediately prior to the Closing, in consideration for the cancellation of the Rollover Shares held by each Shareholder in accordance with Section 2.1, Holdco shall issue to such Shareholder (or, if designated by such Shareholder in writing, an Affiliate of such Shareholder), and such Shareholder or its Affiliate (as applicable) shall subscribe for, the number of newly issued ordinary shares of Holdco with par value immediately prior to the Merger of US$0.001 per share (the "Holdco Shares") set forth in the column titled "Holdco Shares" opposite such Shareholder's name on Schedule A hereto, at a consideration per share equal to its par value. Each Shareholder hereby acknowledges and agrees that (a) delivery of such Holdco Shares shall constitute complete satisfaction of all obligations towards or sums due to such Shareholder by Holdco, Parent and Merger Sub in respect of the Rollover Shares held by such Shareholder and cancelled at the Closing as contemplated by Section 2.1 above, and (b) such Shareholder shall have no right to any Merger Consideration in respect of the Rollover Shares held by such Shareholder.

(b) Immediately after the Closing, (i) Holdco shall issue to Founder or his designated Affiliate, and Founder or his designated Affiliate shall subscribe from the Holdco, at the subscription price in cash equal to the US$12.8902 per share, 500,000 Holdco Shares that represents 2.0553% of Holdco's outstanding share capital immediately after the Closing (excluding any post-Closing capital injection or employee share ownership plan); and (ii) Holdco shall issue to Ms. Feiyan Huang or her designated Affiliate, and Ms. Feiyan Huang or her designated Affiliate shall subscribe from the Holdco, at the subscription price in cash equal to the US$12.8902 per share, 250,000 Holdco Shares that represents 1.02765% of Holdco's outstanding share capital immediately after the Closing (excluding any post-Closing capital injection or employee share ownership plan). The parties agreed that Founder and his Affiliates will not receive consideration for Company Options to acquire 500,000 Class A Shares currently held by the Founder at Closing under the Merger Agreement and Ms. Huang will not receive consideration for such Company Options to acquire 250,000 Class A Shares at Closing under the Merger Agreement.

Section 2.3 Rollover Closing. Subject to the satisfaction in full (or waiver, if permissible) of all of the conditions set forth in Section 7.01 and Section 7.02 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 subscription and issuance of Holdco Shares contemplated hereby shall take place immediately prior to the Closing (the "Rollover Closing"). For the avoidance of doubt, Schedule A sets forth opposite each Shareholder's name the number of (i) Rollover Shares of such Shareholder (ii) Shares owned by such Shareholder as of the date hereof and (iii) Holdco Shares to be issued to such Shareholder at the Rollover Closing.

Section 2.4 Deposit of Rollover Shares. No later than five (5) Business Days prior to the Closing, each Shareholder and any agent of such Shareholder holding certificates evidencing any Rollover Shares shall deliver or cause to be delivered to Parent all certificates representing such 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.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SHAREHOLDERS

Section 3.1 Representations and Warranties. Each Beneficial Owner, solely with respect to each Shareholder through which such Beneficial Owner indirectly holds Securities of the Company, and each Shareholder, severally and not jointly, represents and warrants to Parent and Holdco as of the date hereof and as of the Closing:

(a) such Shareholder has the requisite corporate power and authority to execute and deliver this Agreement, to perform such Shareholder's obligations hereunder and to consummate the transactions contemplated hereby;

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

(c) assuming due authorization, execution and delivery by the parties hereto other than such Beneficial Owner and the Shareholder through which such Beneficial Owner indirectly holds Securities of the Company, this Agreement constitutes a legal, valid and binding agreement of such Shareholder, enforceable against such 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);

(d) other than pursuant to the Permitted Pledge, (i) such Shareholder (A) is and, immediately prior to the Closing, will be the beneficial owner of, and has and will have good and valid title to, the Securities, free and clear of Liens other than as created by this Agreement, and (B) has and will have sole or shared (together with Affiliates controlled by such Shareholder) voting power, power of disposition, and power to demand dissenter's rights, in each case with respect to all of the Securities, with no limitations, qualifications, or restrictions on such rights, subject to applicable United States federal securities Laws, Laws of the Cayman Islands, Laws of the People's Republic of China and the terms of this Agreement; (ii) its Securities are not subject to any voting trust agreement or other Contract to which such Shareholder is a party restricting or otherwise relating to the voting or Transfer of such Securities other than this Agreement; (iii) such Shareholder has not Transferred any interest in any of the Securities; (iv) as of the date hereof, other than its Owned Shares, such Shareholder does not own, beneficially or of record, any Shares or other securities of the Company, or any direct or indirect interest in any such securities (including by way of derivative securities); and (v) such Shareholder has not appointed or granted any proxy or power of attorney that is still in effect with respect to any of its Owned Shares, except as contemplated by this Agreement;

(e) except for the applicable requirements of the Exchange Act, the Securities Act, any other U.S. federal or state securities Laws, rules and regulations of NASDAQ 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 such Shareholder for the execution, delivery and performance of this Agreement by such Shareholder or the consummation by such Shareholder of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by such Shareholder, nor the consummation by such Shareholder of the transactions contemplated hereby, nor compliance by such Shareholder with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of such 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 Shareholder pursuant to any Contract to which such Shareholder is a party or by which such Shareholder or any property or asset of such Shareholder is bound or affected (other than Existing Pledge Documents), or (C) violate any order, writ, injunction, decree, statute, rule or regulation applicable to such Shareholder or any of such Shareholder's properties or assets;

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

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

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

Section 3.2 **Covenants**. Each Shareholder hereby:

(a) agrees, prior to the Expiration Time, not to knowingly take any action that would make any representation or warranty of such 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 Shareholder of its obligations under this Agreement;

(b) irrevocably waives, and agrees not to exercise, any rights of appraisal or rights of dissent from the Merger that such Shareholder may have with respect to such Shareholder's Securities (including without limitation any rights under Section 238 of the CICL) prior to the Expiration Time;

(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 Shareholder's identity and beneficial ownership of Shares or other equity securities of the

Company and the nature of such Shareholder's commitments, arrangements and understandings under this Agreement;

(d) agrees and covenants, severally and not jointly, that such Shareholder shall promptly notify Parent of any new Shares with respect to which beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) is acquired by such Shareholder, including, without limitation, by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities of the Company after the date hereof. Any such Shares shall automatically be deemed as "Owned Shares" held by such Shareholder pursuant to the terms of this Agreement, and Schedule A hereto shall be deemed amended accordingly;

(e) agrees and covenants that such Shareholder shall (i) pay any Taxes (including withholding Taxes and any liability associated with any PRC Governmental Authority denying a stepped up basis equal to the amount of the Merger Consideration received by such Shareholder or its Affiliates) required to be paid by it/him under applicable Law arising from or attributable to the receipt of (A) Merger Consideration by such Shareholder or its Affiliates pursuant to the Merger Agreement and/or (B) Holdco Shares by such Shareholder or its Affiliates pursuant to this Agreement (collectively, the "Tax Liabilities") prior to the due date for such Taxes, and (ii) severally and not jointly, bear and pay, reimburse, indemnify and hold harmless Holdco, Parent, Merger Sub and the Company (collectively, the "Indemnified Parties") for, from and against (x) any and all liabilities for PRC Taxes imposed upon, incurred by or asserted against any of the Indemnified Parties arising from such Shareholder's breach of this Section 3.2(e); and

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT AND HOLDCO

Each of Parent and Holdco represents and warrants to each Shareholder that as of the date hereof and as of the Closing:

(a) each of Parent and Holdco 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, 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 Holdco and the execution, delivery and performance of this Agreement by Parent and Holdco and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent and Holdco and no other corporate actions or proceedings on the part of Parent and Holdco are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by the Shareholders, this Agreement constitutes a legal, valid and binding obligation of Parent and Holdco, enforceable against Parent and Holdco 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);

(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 or Holdco for the execution, delivery and performance of this Agreement by Parent and Holdco or the consummation by Parent and Holdco of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by Parent and Holdco, nor the consummation by Parent and Holdco of the transactions contemplated hereby, nor compliance by Parent and Holdco with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of Parent or Holdco, (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 or Holdco pursuant to, any Contract to which Parent or Holdco is a party or by which Parent or Holdco or any of their property or asset is bound or affected, or (C) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Parent or Holdco any of their properties or assets;

(c) at and immediately after the Closing, the authorized share capital of Holdco shall consist of 50,000,000 Holdco Shares, of which the number of total Holdco Shares as set forth in Schedule A shall be issued and outstanding. At and immediately after the Closing, the authorized share capital of Parent shall consist of 50,000 ordinary shares, of which one share shall be issued and outstanding and owned by Holdco. Except as set forth in the preceding sentence or otherwise agreed to in writing by the parties hereto, at and immediately after the Closing, there shall be (i) no outstanding share capital of or voting or equity interest in Holdco or Parent, (ii) no options, warrants, or other rights to acquire any share capital of or voting or equity interest in Holdco or Parent, (iii) no outstanding securities exchangeable or exercisable for or convertible into share capital of or voting or equity interest in Holdco or Parent, and (iv) no outstanding rights to acquire or obligations to issue any such options, warrants, other rights or securities; and

(d) at the Closing, the Holdco 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, free and clear of all claims, liens and encumbrances, other than restrictions arising under applicable securities Laws.

ARTICLE V
TERMINATION

This Agreement, and the obligations of the Shareholders and the Beneficial Owners hereunder (including, without limitation, Section 1.2 hereof), shall terminate and be of no further force or effect immediately upon the earliest to occur of (a) the Closing, (b) the date of termination of the Merger Agreement in accordance with its terms, and (c) failure to cure any material breach by Parent under this Agreement with respect to matters relating to Founder's Rollover Shares or subscription of Holdco Shares, as jointly determined by the Founder, the Chairman of Yunfeng Capital and the CEO of Alibaba Group, within 30 days from such breach; provided, that this Article V and Article VI shall survive any termination of this Agreement. Nothing in this Article V 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 II has already taken place, then Holdco and Parent shall promptly take all such actions as are necessary or

reasonably requested by any Shareholder to restore such Shareholder to the position it was in with respect to ownership of the Rollover Shares prior to the Rollover Closing.

ARTICLE VI
MISCELLANEOUS

Section 6.1 **Beneficial Owners to Cause Compliance of Shareholders.** Each Beneficial Owner shall cause each Shareholder through which such Beneficial Owner indirectly holds Securities of the Company to perform its obligations under this Agreement, including, without limitation, such Shareholder's obligations under Article I above.

Section 6.2 **Notices**. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile or by international overnight courier to the respective parties at the address set forth on the signature pages hereto under each party's name (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.2).

Section 6.3 **Capacity**. Notwithstanding anything to the contrary in this Agreement, (i) each of the Shareholder and the Beneficial Owner is entering into this Agreement, and agreeing to become bound hereby, solely in his or its capacity as a beneficial owner of Securities 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 Shareholder, Beneficial Owner or his or its Representatives to take, or forbear from taking, as a director or officer of the Company, any action which is inconsistent with his or its fiduciary duties under applicable Law.

Section 6.4 **Severability**. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

Section 6.5 **Entire Agreement**. This Agreement, the Interim Investors Agreement and the Merger Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties hereto, or any of them, with respect to the subject matter hereof.

Section 6.6 **Specific Performance**. Each party acknowledges and agrees that monetary damages would not be an adequate remedy in the event that any covenant or agreement 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 parties hereto, each 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 agrees not to oppose the granting of such relief in the event a court determines that such a breach has occurred, and to

waive any requirement for the securing or posting of any bond in connection with such remedy. 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 a party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by a party.

Section 6.7 Amendments; Waivers. At any time prior to the Expiration Time, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Shareholders, Parent and Holdco, or in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by a party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

Section 6.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of Law or conflict of Law rules or provisions that would cause the application of the Laws of any jurisdiction other than the State of New York.

Section 6.9 Dispute Resolution.

(a) Subject to the last sentence of this Section 6.9(a), any disputes, actions and proceedings against any party hereto or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time (the "Rules") and as may be amended by this Section 6.9. 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), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, 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 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 Rules, 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.

(b) Notwithstanding the foregoing, the parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 6.9, any party hereto may, to the extent permitted under the Laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the Laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural Law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 6.9(b) is only

applicable to the seeking of interim injunctions and does not restrict the application of Section 6.9(a) in any way.

Section 6.10 **No Third Party Beneficiaries**. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities, except as specifically set forth in this Agreement.

Section 6.11 **Assignment; Binding Effect**. 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. 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 Shareholder or each Beneficial Owner, his, her or its estate, heirs, beneficiaries, personal representatives and executors.

Section 6.12 **No Presumption Against Drafting Party**. Each of the parties to this Agreement acknowledges that 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 6.13 **Counterparts**. This Agreement may be executed in two or more consecutive 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 hereto and delivered (by telecopy, email pdf format or otherwise) to the other parties; provided, however, that if any of the Shareholders fails for any reason to execute, or perform its obligations under, this Agreement, this Agreement shall remain effective as to all parties executing this Agreement.

[Signature Pages to follow]

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

PARENT

IK Healthcare Investment Limited

By: /s/ Huang Xin
Name: Huang Xin
Title: Director

Notice details:

Address: Suite 3501, K.Wah Centre, 1010 Huaihai Road (M), 200031 , Shanghai, China
Attention: Huang Xin / Terry Yin
Facsimile: +86 21 3127 1750

With a copy to (which alone shall not constitute notice):

Wilson Sonsini Goodrich & Rosati
Address: Suite 1509, 15F, Jardine House, 1 Connaught Place, Central, Hong Kong
Attention: Weiheng Chen
Facsimile: +852 3972 4999

Address: Unit 03-04, 38/F, Jinmao Tower, 88 Century Boulevard, Pudong New Area, Shanghai 200121, China
Attention: Jie Zhu
Facsimile: +86 21 6165 1761

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

HOLDCO

IK Healthcare Holdings Limited

By: /s/ Huang Xin
Name: Huang Xin
Title: Director

Notice details:

Address: Suite 3501, K.Wah Centre, 1010 Huaihai Road (M), 200031 , Shanghai, China
Attention: Huang Xin / Terry Yin
Facsimile: +86 21 3127 1750

With a copy to (which alone shall not constitute notice):

Wilson Sonsini Goodrich & Rosati
Address: Suite 1509, 15F, Jardine House, 1 Connaught Place, Central, Hong Kong
Attention: Weiheng Chen
Facsimile: +852 3972 4999

Address: Unit 03-04, 38/F, Jinmao Tower, 88 Century Boulevard, Pudong New Area, Shanghai 200121, China
Attention: Jie Zhu
Facsimile: +86 21 6165 1761

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

SHAREHOLDERS

SHANGHAIMED, INC.

By: /s/ Lee Ligang Zhang
Name: Lee Ligang Zhang
Title: Director

TIME INTELLIGENT FINANCE LIMITED

By: /s/ Lee Ligang Zhang
Name: Lee Ligang Zhang
Title: Director

Notice details:

Address: 6/F, Tower B, Shimao Mansion, No. 92A, Jianguo Road, Chaoyang District, Beijing (北京市朝阳区建国路甲92号世茂大厦B座6层)
Attention: Lee Ligang Zhang
Phone: +86 (10) 53206688
Facsimile: +1 (617) 8125705
Email: leezhang02138@gmail.com

With a copy to (which alone shall not constitute notice):

26th Floor, Gloucester Tower, The Landmark
15 Queen's Road Central, Hong Kong
Attention: David Zhang; Xiaoxi Lin
Facsimile: +852 3761 3301
Email: david.zhang@kirkland.com;
xiaoxi. lin@kirkland.com

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

SHAREHOLDERS

TOP FORTUNE WIN LTD.

By: /s/ Boquan He
Name: Boquan He
Title: Director

Notice details:

Address: 广州市滨江东路957号
A1栋2901

Attention: Boquan He
Facsimile: 86-20-34305430

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

BENEFICIAL OWNERS

LEE LIGANG ZHANG

/s/ Lee Ligang Zhang

Notice details:

Address: 6/F, Tower B, Shimao Mansion, No. 92A, Jianguo Road, Chaoyang District, Beijing (北京市朝阳区建国路甲92号世茂大厦B座6层)
Attention: Lee Ligang Zhang
Phone: +86 (10) 53206688
Facsimile: +1 (617) 8125705
Email: leezhang02138@gmail.com

With a copy to (which alone shall not constitute notice):

26th Floor, Gloucester Tower, The Landmark
15 Queen's Road Central, Hong Kong
Attention: David Zhang; Xiaoxi Lin
Facsimile: +852 3761 3301
Email: david.zhang@kirkland.com; xiaoxi.lin@kirkland.com

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

BENEFICIAL OWNERS

BOQUAN HE

/s/ Boquan He

Notice details:

Address: 广州市滨江东路957号
A1栋2901

Attention: Boquan He
Facsimile: 86-20-34305430

[*Project Jaguar - iKang Healthcare Group, Inc. - Signature Page to Support Agreement*]

SCHEDULE A

Rollover Shares

Beneficial Owner	Shareholder	Owned Shares / Options	Rollover Shares	Holdco Shares
Lee Ligang Zhang	ShanghaiMed, Inc.	2,264,140 Class A Shares and 1,256,820 ADSs	2,264,140 Class A Shares and 1,256,820 ADSs	2,892,550 Holdco Shares
Lee Ligang Zhang	Time Intelligent Finance Limited	526,721 Class A Shares and 805,100 Class C Shares	526,721 Class A Shares and 805,100 Class C Shares	1,331,821 Holdco Shares
Boquan He	Boquan He	Company Options to purchase 10,000 Class A Shares, fully vested	10,000 Class A Shares	10,000 Holdco Shares
Boquan He	Top Fortune Win Ltd.	4,448,575 Class A Shares	4,448,575 Class A Shares	4,448,575 Holdco Shares

SCHEDULE B

Beneficial Owners

1. Mr. Lee Ligang Zhang
2. Mr. Boquan He

SCHEDULE C

Form of Adherence Agreement

THIS ADHERENCE AGREEMENT, dated as of [•] (this "Agreement"), is made by [•], a [•] company organized and existing under the laws of [•] with its registered address at [•] (the "Additional Rollover Shareholder").

WHEREAS, on March 26, 2018, certain parties (the "Existing Parties") entered into a support agreement (the "Support Agreement") in connection with an acquisition transaction (the "Transaction") with respect to iKang Healthcare Group, Inc., a company incorporated under the laws of the Cayman Islands and listed on the NASDAQ Global Select Market (the "NASDAQ") (the "Company"), pursuant to which the Company would be delisted from the NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended (the "Exchange Act").

WHEREAS, the Additional Rollover Shareholder will acquire additional Securities pursuant to Section 1.4 of the Support Agreement.

WHEREAS, the Additional Rollover Shareholder now wishes to participate in the Transaction contemplated under the Merger Agreement and the Support Agreement, to sign this Agreement, and to be bound by the terms of the Support Agreement as a party thereto.

THIS AGREEMENT WITNESSES as follows:

1. Defined Terms and Construction

1.1 Capitalized terms used but not defined herein shall have the meaning set forth in the Support Agreement.

1.2 This Agreement shall be incorporated into the Support Agreement as if expressly incorporated into the Support Agreement.

2. Undertakings

The Additional Rollover Shareholder undertakes to each Existing Party that it will, with effect from the date hereof, perform and comply with each of the obligations of a Rollover Shareholder as if it had been a party to the Support Agreement at the date of execution thereof and the Existing Parties agree that where there is a reference to a "Rollover Shareholder" there it shall be deemed to include a reference to the Additional Rollover Shareholder and with effect from the date hereof, all the rights of a Rollover Shareholder provided under the Support Agreement will be accorded to the Additional Rollover Shareholder as if the Additional Rollover Shareholder had been a Rollover Shareholder under the Support Agreement at the date of execution thereof.

3. Representations and Warranties

3.1 Representations and Warranties. The Additional Rollover Shareholder hereby represents and warrants to the Existing Parties that (a) it has the requisite power and authority to execute, deliver and perform this Agreement; (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such party and no additional proceedings are necessary to approve this Agreement; (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of such party enforceable against it in accordance with the terms hereof; (d) its execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (i) conflict

with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any material contract or agreement to which such party is a party or by which such party is bound, or any office such party holds, (ii) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such party or any of its properties and assets or (iii) result in the creation of, or impose any obligation on such party to create, any lien, charge or other encumbrance of any nature whatsoever upon such party's properties or assets; and (e) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transaction based upon arrangements made by or on behalf of such party.

3.2 Support Agreement Representations. The Additional Rollover Shareholder hereby represents and warrants to the Existing Parties that all the representations and warranties contained in Section 3.1 of the Support Agreement are true and correct with respect to the Additional Rollover Shareholder.

3.3 Reliance. The Additional Rollover Shareholder acknowledges that the Existing Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations, warranties and covenants of the Additional Rollover Shareholder in Sections 3.1 and 3.2 of the Support Agreement and have been induced by them to enter into this Agreement.

4. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

[*Signatures begin on next page*]

IN WITNESS WHEREOF, the Additional Rollover Shareholder has caused this Agreement to be executed and delivered as of the date first written above.

[ADDITIONAL ROLLOVER SHAREHOLDER]

By: _____
Name:
Title:

Notice details:

Address:
Attention:
Facsimile:
E-mail:

Exhibit 99.4

EXECUTION VERSION

LIMITED GUARANTEE

LIMITED GUARANTEE, dated as of March 26, 2018 (this "Limited Guarantee"), by Top Fortune Win Ltd. (the "Guarantor") in favor of iKang Healthcare Group, Inc., an exempted company with limited liability incorporated under the Laws of the Cayman Islands (the "Guaranteed Party").

1. GUARANTEE.

(a) To induce the Guaranteed Party to enter into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), among the Guaranteed Party, IK Healthcare Investment Limited ("Parent") and IK Healthcare Merger Limited ("Merger Sub"), pursuant to which Merger Sub will merge with and into the Guaranteed Party (the "Merger"), with the Guaranteed Party continuing as the surviving corporation in the Merger and a wholly-owned Subsidiary of Parent, the Guarantor, intending to be legally bound, hereby absolutely, irrevocably and unconditionally guarantees to the Guaranteed Party, on the terms and conditions set forth herein, the due and punctual payment, performance and discharge when due of 12.2% (the "Guaranteed Percentage") of the payment obligations of Parent with respect to (i) the Parent Termination Fee pursuant to Section 8.06(b) of the Merger Agreement, (ii) certain costs and expenses in connection with collection of the Parent Termination Fee pursuant to Section 8.06(c) of the Merger Agreement, and (iii) the payment obligations of Parent pursuant to Section 6.07(c) of the Merger Agreement, in the cases of clauses (i) and (ii), subject to the terms and limitations of Section 8.06(e) of the Merger Agreement (the aggregate obligations of Parent described in clauses (i) through (iii), for the avoidance of doubt, without regard to the Guaranteed Percentage thereof, the "Obligations"); *provided* that in no event shall the Guarantor's aggregate liability under this Limited Guarantee exceed US$9,163,906 less 12.2% of any amount actually paid by or on behalf of Parent to the Guaranteed Party in respect of the Obligations (the "Cap"), it being understood that this Limited Guarantee may not be enforced against the Guarantor without giving effect to the Cap. The Guaranteed Party hereby agrees that in no event shall the Guarantor be required to pay to any person under, in respect of, or in connection with this Limited Guarantee, an amount in excess of the Cap, and that the Guarantor shall not have any obligation or liability to the Guaranteed Party relating to, arising out of or in connection with this Limited Guarantee or the Merger Agreement other than as expressly set forth herein. The Guaranteed Party further acknowledges that in the event that Parent has satisfied a portion but not all of the Obligations, payment of the Guaranteed Percentage of the unsatisfied Obligations by the Guarantor (or by any other person, including Parent or Merger Sub, on behalf of the Guarantor) shall constitute satisfaction in full of the Guarantor's obligation to the Guaranteed Party with respect thereto. This Limited Guarantee may be enforced for the payment of money only. All payments hereunder shall be made in lawful money of the United States or other currencies as otherwise agreed in writing by the parties hereto, in immediately available funds. Concurrently with the delivery of this Limited Guarantee, the parties set forth on Schedule A (each, an "Other Guarantor") are also entering into limited guarantees substantially identical to this Limited Guarantee (each, an "Other Guarantee") with the Guaranteed Party. The Guaranteed Party represents to the Guarantor that, other than this Limited Guarantee, the Other Guarantees and the Equity Commitment Letters between Yunfeng Fund III, L.P., Yunfeng Fund III Parallel Fund, L.P. and Taobao China Holding Limited, respectively, on the one hand, and the Parent, on the other hand (collectively the "Equity Commitment Letters") and except as has been furnished to

the Guarantor prior to the date hereof, there is no agreement, understanding or other arrangement (whether written or oral) being entered into or to be entered into by the Guaranteed Party with any Other Guarantor in respect of the subject matters of this Limited Guarantee or the Other Guarantees. This Limited Guarantee shall become effective upon the date hereof. Each capitalized term used and not defined herein shall have the meaning ascribed to it in the Merger Agreement, except as otherwise provided herein.

(b) The Guarantor promises and undertakes to make all payments hereunder free and clear of any deduction, offset, defense, claim or counterclaim of any kind. If Parent fails to pay or cause to be paid any or all of the Obligations as and when due pursuant to Sections 8.06(b), 8.06(c), or 6.07(c) of the Merger Agreement, as applicable and subject to the other relevant terms and limitations of the Merger Agreement, then the Guarantor shall immediately pay to the Guaranteed Party the Guaranteed Percentage of such Obligations (up to the Cap), and the Guaranteed Party may at any time and from time to time, at the Guaranteed Party's option, and so long as Parent remains in breach of such Obligation, take any and all actions available hereunder or under applicable Law to collect such Obligation from the Guarantor, subject to the Cap.

2. NATURE OF GUARANTEE.

The Guaranteed Party shall not be obligated to file any claim relating to the Obligations in the event that Parent or Merger Sub becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor's obligations hereunder. Subject to the terms hereof, the Guarantor's liability hereunder is absolute, unconditional, irrevocable and continuing irrespective of any modification, amendment or waiver of or any consent to departure from the Merger Agreement that may be agreed to by Parent or Merger Sub (except in the case where this Limited Guarantee is terminated in accordance with Section 8 hereof). In the event that any payment to the Guaranteed Party in respect of the Obligations is rescinded or must otherwise be returned for any reason whatsoever, the Guarantor shall remain liable hereunder with respect to its Guaranteed Percentage of the Obligations (subject to the Cap) as if such payment had not been made by the Guarantor. This Limited Guarantee is an unconditional guarantee of payment and not of collection. This Limited Guarantee is a primary obligation of the Guarantor and is not merely the creation of a surety relationship, and the Guaranteed Party shall not be required to proceed against Parent or Merger Sub first before proceeding against the Guarantor hereunder.

3. CHANGES IN OBLIGATIONS, CERTAIN WAIVERS.

(a) The Guarantor agrees that the Guaranteed Party may, at any time and from time to time, without notice to or further consent of the Guarantor, extend the time of payment of any portion of the Obligations, and may also make any agreement with Parent or Merger Sub for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Guaranteed Party and Parent or Merger Sub without in any way impairing or affecting the Guarantor's obligations under this Limited Guarantee or affecting the validity or enforceability of this Limited Guarantee. The Guaranteed Party shall not release any of the Other Guarantors from any obligations under such Other Guarantees or amend or waive any provision of such Other Guarantees except to the extent the Guarantor under this Limited Guarantee is released or the provisions of this Limited Guarantee are amended or waived, in each case, on terms and conditions no less favorable than

those applicable to the Other Guarantees. Notwithstanding anything to the contrary contained in this Limited Guarantee or any other document, the obligations of the Guarantor under this Limited Guarantee and of the Other Guarantors under the Other Guarantees shall be several and not joint. The Guarantor agrees that the obligations of Guarantor hereunder shall not be released or discharged (except in the case where this Limited Guarantee is terminated in accordance with Section 8 hereof or as set forth in the last sentence of Section 3(d) hereof), in whole or in part, or otherwise affected by (i) the failure or delay on the part of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Parent, Merger Sub or any Other Guarantor, (ii) any change in the time, place or manner of payment of any of the Obligations, (iii) any change in the corporate existence, structure or ownership of Parent, Merger Sub or any other person now or hereafter liable with respect to any of the Obligations or otherwise interested in the Transactions (including any Other Guarantor), (iv) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Parent, Merger Sub or any other person now or hereafter liable with respect to any of the Obligations or otherwise interested in the Transactions (including any Other Guarantor), (v) the existence of any claim, set-off or other right which the Guarantor may have at any time against Parent or Merger Sub or the Guaranteed Party, whether in connection with the Obligations or otherwise, (vi) any other act or omission that may in any manner or to any extent vary the risk of or to the Guarantor or otherwise operate as a discharge of the Guarantor as a matter of law or equity (other than a discharge of the Guarantor with respect to the Obligations as a result of payment in full of the Obligations in accordance with their terms, or a discharge of Parent with respect to the Obligations under the Merger Agreement), or (vii) the adequacy of any other means the Guaranteed Party may have of obtaining payment related to the Obligations.

(b) To the fullest extent permitted by Law, the Guarantor hereby expressly waives any and all rights or defenses arising by reason of any Law which would otherwise require any election of remedies by the Guaranteed Party. The Guarantor hereby waives promptness, diligence, notice of the acceptance of this Limited Guarantee and of the Obligations guaranteed hereunder, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of the Obligations incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium Law or other similar Law now or hereafter in effect, any right to require the marshalling of assets of Parent or Merger Sub or any other person liable with respect to the Obligations, and all suretyship defenses generally. The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the Transactions and that the waivers set forth in this Limited Guarantee are knowingly made in contemplation of such benefits.

(c) The Guarantor hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its Affiliates not to institute any proceeding asserting or assert as a defense in any proceeding that this Limited Guarantee or the Merger Agreement is illegal, invalid or unenforceable in accordance with its applicable terms (but, for the avoidance of doubt, other than by reason of fraud of the Company as determined in a final, non-appealable judicial or arbitral decision). For purposes of this Limited Guarantee, "Affiliates" of any person means any person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The Guarantor agrees to pay on demand all reasonable and documented out-of-pocket expenses (including reasonable fees and expenses of counsel) incurred by the Guaranteed Party in connection with the enforcement of its rights hereunder if (i) the Guarantor asserts in any arbitration, litigation or other proceeding that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms and the

Guaranteed Party prevails in such arbitration, litigation or other proceeding or (ii) the Guarantor fails or refuses to make any payment to the Guaranteed Party hereunder when due and payable and it is determined judicially or by arbitration that the Guarantor is required to make such payment hereunder.

(d) The Guarantor hereby unconditionally and irrevocably waives and agrees not to exercise any rights that it may now have or hereafter acquire against Parent or Merger Sub that arise from the existence, payment, performance, or enforcement of the Guarantor's obligations under or in respect of this Limited Guarantee (subject to the Cap) or any other agreement in connection therewith, including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party against Parent, Merger Sub or any Other Guarantor, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from Parent, Merger Sub or any Other Guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Guaranteed Percentage of the Obligations and all other amounts payable under this Limited Guarantee shall have been paid in full in immediately available funds to the Guaranteed Party by the Guarantor (or by any other person, including Parent or Merger Sub, on behalf of the Guarantor). If any amount shall be paid to the Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in immediately available funds of the Guaranteed Percentage of the Obligations and all other amounts payable under this Limited Guarantee (subject to the Cap) to the Guaranteed Party by the Guarantor (or by any other person, including Parent or Merger Sub, on behalf of the Guarantor), such amount shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of the Guarantor and shall forthwith be paid or delivered to the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the payment of the Guaranteed Percentage of the Obligations and all other amounts payable under this Limited Guarantee, whether matured or unmatured, until they are paid in full (subject to the Cap) or to be held as collateral for the Guaranteed Percentage of the Obligations or other amounts payable under this Limited Guarantee thereafter arising. Notwithstanding anything to the contrary contained in this Limited Guarantee but subject to subsection (iv) under Section 3(a), the Guaranteed Party hereby agrees that: (i) to the extent Parent and Merger Sub are relieved of any of their payment obligations with respect to the Obligations by the satisfaction in full thereof or pursuant to a written agreement with the Guaranteed Party, the Guarantor shall be similarly relieved of its Guaranteed Percentage of such obligations under this Limited Guarantee, and (ii) the Guarantor shall have all defenses to the payment of its obligations under this Limited Guarantee (which in any event shall be subject to the Cap) that would be available to Parent and/or Merger Sub under the Merger Agreement with respect to the Obligations as well as any defense in respect of fraud or willful misconduct of the Guaranteed Party or its Affiliates hereunder, or any breach by the Guaranteed Party of any term hereof, in each case, as determined in a final, non-appealable judicial or arbitral decision.

4. NO WAIVER; CUMULATIVE RIGHTS.

No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power hereunder. Each and every right, remedy and

power hereby granted to the Guaranteed Party or allowed it by Law shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time, *provided* that the exercise of such right, remedy and power by the Guaranteed Party shall not result in any duplication of obligations of the Guarantor, HoldCo, Parent, Merger Sub or any of their Affiliates. The Guaranteed Party shall not have any obligation to proceed at any time or in any manner against, or exhaust any or all of the Guaranteed Party's rights against, Parent or any other person (including any Other Guarantor) liable for any portion of the Obligations prior to proceeding against the Guarantor hereunder, and the failure by the Guaranteed Party to pursue rights or remedies against Parent or Merger Sub (or any Other Guarantor) shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of Law, of the Guaranteed Party, *provided however* that no action or actions may be brought against the Guarantor to enforce this Limited Guarantee unless such action or actions are also brought simultaneously against the Other Guarantors under each Other Guarantee (except to the extent that any such Other Guarantor has previously fulfilled its obligations under the applicable Other Guarantee).

5. REPRESENTATIONS AND WARRANTIES.

The Guarantor hereby represents and warrants that:

(a) it is a BVI business company which is duly organized, validly existing and in good standing under the laws of the British Virgin Islands and has the requisite corporate power and authority and all necessary governmental approvals to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) it has all necessary corporate power and authority to execute and deliver this Limited Guarantee and to perform its obligations hereunder;

(c) the execution, delivery and performance of this Limited Guarantee have been duly and validly authorized by all necessary action on the Guarantor's part, and no other corporate proceedings on the party of the Guarantor are necessary to authorize this Limited Guarantee or to perform its obligations hereunder;

(d) the execution and delivery of this Limited Guarantee do not, and the performance of its obligations hereunder will not, in any material respect, (i) conflict with or violate any provision of the Guarantor's charter, partnership agreement, or similar organizational documents, (ii) conflict with or violate any Law applicable to the Guarantor or by which any property or asset of the Guarantor is bound or affected, or (iii) result in any breach 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 or other encumbrance on any property or asset of the Guarantor pursuant to, any Contract or obligation to which the Guarantor is a party or by which the Guarantor or any property or asset of the Guarantor is bound or affected;

(e) this Limited Guarantee has been duly and validly executed and delivered by the Guarantor, and assuming due execution and delivery of this Limited Guarantee by the Guaranteed Party, this Limited Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other

similar Laws affecting creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law);

(f) the Obligations hereunder (subject to the Cap) do not exceed the maximum amount that the Guarantee is permitted to invest in or pay with respect to any one portfolio investment pursuant to the terms of its constituent documents or otherwise; and

(g) the Guarantor has and will have for so long as this Limited Guarantee shall remain in effect in accordance with Section 8 the financial capacity to timely pay and perform its obligations under and in accordance this Limited Guarantee, and all funds necessary for the Guarantor to timely pay and perform its obligations under this Limited Guarantee shall be available to the Guarantor (or its permitted assignees pursuant to Section 6) for so long as this Limited Guarantee shall remain in effect in accordance with Section 8.

6. NO ASSIGNMENT.

Neither the Guarantor nor the Guaranteed Party may assign or delegate its rights, interests or obligations hereunder to any other person (except by operation of law), in whole or in part, without the prior written consent of the other party hereto (which consent shall not be unreasonably withheld, conditioned or delayed); *provided* that the Guarantor may assign or delegate all or part of its rights, interests and obligations hereunder without the prior consent of the Guaranteed Party, to (a) any Other Guarantor or Affiliate of the Guarantor (including any other investment fund or investment vehicle advised or managed by an Affiliate of the Guarantor or any other investment fund or investment vehicle that is a limited partner of the Guarantor or an Affiliate of the Guarantor) or (b) any other transferee with respect to whom the Guarantor has furnished information to the Guaranteed Party verifying, to the reasonable satisfaction of the Guaranteed Party (to be evidenced by the written agreement of the Guaranteed Party), the identity, good standing and creditworthiness of such transferee; *provided, further*, that such Other Guarantor, Affiliate of the Guarantor or other transferee has certified in writing to the Guaranteed Party prior to such assignment that it agrees to accept and undertake any and all assigned obligations hereunder and that it is capable of (x) making the representations and warranties set forth in Section 5 and (y) performing all of its obligations hereunder, but notwithstanding the foregoing, in the case of either (a) or (b) above, no such assignment or delegation shall relieve the Guarantor of any of its obligations hereunder, except to the extent actually performed or satisfied by the transferee. Any attempted assignment in violation of this Section 6 shall be null and void.

7. NOTICES.

All notices, requests, claims, demands and other communications hereunder shall be given by the means specified in the Merger Agreement (and shall be deemed given as specified therein), as follows:

if to the Guarantor:

Room 2901, Block A1
No. 957 East Binjiang Road
Guangzhou, China
Facsimile: +86 20 3430 5430

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

8. CONTINUING GUARANTEE.

(a) Subject to clause (i) in the last sentence of Section 3(d), this Limited Guarantee may not be revoked or terminated and shall remain in full force and effect and shall be binding on the Guarantor, its successors and assigns until the earliest to occur of (i) the full amount of the Guarantor's Guaranteed Percentage of the Obligations (subject to the Cap) payable under this Limited Guarantee having been paid in full to the Guaranteed Party by the Guarantor (or by any other person, including Parent or Merger Sub, on behalf of the Guarantor), (ii) the Effective Time, (iii) the termination of the Merger Agreement in accordance with its terms by mutual consent of Parent and the Guaranteed Party or under circumstances in which Parent and Merger Sub would not be obligated to pay the Parent Termination Fee under Section 8.06(b) of the Merger Agreement or pay any other amounts under Section 8.06(c) or Section 6.07(c) of the Merger Agreement, and (iv) ninety (90) days after any termination of the Merger Agreement in accordance with its terms under circumstances in which Parent and Merger Sub would be obligated to pay the Parent Termination Fee under Section 8.06(b) of the Merger Agreement or pay any other amounts under Section 8.06(c) or Section 6.07(c) of the Merger Agreement unless the Guaranteed Party has initiated a bona fide written claim or other legal proceeding in accordance with the terms of the Merger Agreement for payment of any of the Obligations on or before such ninetieth (90th) day; *provided* that if the Guaranteed Party has initiated a written claim or legal proceeding on or before such ninetieth (90th) day, this Limited Guarantee shall terminate upon the date such claim or proceeding is finally satisfied or otherwise resolved by agreement of the parties hereto or pursuant to Section 10. The Guarantor shall have no further obligations under this Limited Guarantee following termination in accordance with this Section 8.

(b) Notwithstanding the foregoing, in the event that the Guaranteed Party or any of its Affiliates asserts in any litigation or other proceeding relating to this Limited Guarantee (i) that the provisions of Section 1 limiting the Guarantor's maximum aggregate liability to the Cap or that the provisions of Sections 8, 9, 10, 13 or 14 are illegal, invalid or unenforceable in whole or in part, (ii) that the Guarantor is liable in excess of or to a greater extent than the Guaranteed Percentage of the Obligations, or (iii) any theory of liability against the Guarantor or any Non-Recourse Parties (as defined below) with respect to the Merger Agreement or the Transactions or the liability of the Guarantor under this Limited Guarantee (as limited by the provisions hereof, including Section 1), other than the Retained Claims (as defined below), then (x) the obligations

of the Guarantor under this Limited Guarantee shall terminate *ab initio* and shall thereupon be null and void, (y) if the Guarantor has previously made any payments under this Limited Guarantee, it shall be entitled to recover such payments from the Guaranteed Party, and (z) neither the Guarantor nor any Non-Recourse Parties (as defined below) shall have any liability whatsoever (whether at law or in equity, whether sounding in contract, tort , statute or otherwise) to the Guaranteed Party, its Affiliates or any other person in any way under or in connection with this Limited Guarantee, the Merger Agreement, any other agreement or instrument delivered in connection with this Limited Guarantee or the Merger Agreement, or the transactions contemplated hereby or thereby.

9. NO RECOURSE.

Notwithstanding anything that may be expressed or implied in this Limited Guarantee or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party agrees and acknowledges that (i) no person other than the Guarantor has any obligations hereunder, notwithstanding that the Guarantor may be a partnership or limited liability company, (ii) the Guaranteed Party has no right of recovery under this Limited Guarantee or in any document or instrument delivered in connection herewith, or for any claim based on, in respect of, or by reason of, such obligations or their creation, against, and no personal liability shall attach to, the former, current or future equity holders, controlling persons, directors, officers, employees, agents, advisors, representatives, Affiliates (other than any permitted assignee under Section 6), members, managers, or general or limited partners of any of the Guarantor, Parent, Merger Sub or any Other Guarantor, or any former, current or future equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, Affiliate (other than any permitted assignee under Section 6), agent, advisor, or representative of any of the foregoing (collectively, but excluding Guarantor, Parent, Merger Sub, the Other Guarantors and any permitted assignee under Section 6, and their respective successors and assigns under the Merger Agreement, the Equity Commitment Letters or the Other Guarantees, each a "Non-Recourse Party"), through Parent, Merger Sub or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of Parent or Merger Sub against any Non-Recourse Party (including any claim to enforce the Equity Commitment Letter), by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise, and (iii) the only rights of recovery and claims that the Guaranteed Party has in respect of the Merger Agreement or the Transaction are its rights to recover from, and assert claims against, (A) Parent and Merger Sub under and to the extent expressly provided in the Merger Agreement, (B) without duplication of the obligations referenced in clause (A) above, the Guarantor (but not any Non-Recourse Party) under and to the extent expressly provided in this Limited Guarantee (subject to the Cap and the other limitations described herein), (C) the Other Guarantors pursuant to and subject to the limitations set forth in the Other Guarantees and (D) the Other Guarantors and their respective successors and assigns in respect of their respective obligations to make an equity contribution to HoldCo under the Equity Commitment Letters pursuant to and in accordance with the terms thereof and the Merger Agreement (claims under (A), (B), (C) and (D) collectively, the "Retained Claims"); *provided* that in the event the Guarantor (x) consolidates with or merges with any other person and is not the continuing or surviving entity of such consolidation or merger or (y) transfers or conveys all or a substantial portion of its properties and other assets to any person such that the aggregate sum of the Guarantor's remaining net assets plus uncalled capital is less than the Cap, then, and in each such case, the Guaranteed Party may seek recourse, whether by the enforcement of any judgment or assessment or by any legal or

equitable proceeding or by virtue of any statute, regulation or other applicable Law, against such continuing or surviving entity or such person, as the case may be, but only if the Guarantor fails to satisfy its payment obligations hereunder and only to the extent of the liability of the Guarantor hereunder. The Guaranteed Party acknowledges and agrees that Parent and Merger Sub have no assets other than certain contract rights and cash in a *de minimis* amount and that no additional funds are expected to be contributed to Parent or Merger Sub unless and until the Closing occurs (other than funds to pay the Obligations unless such Obligations are directly satisfied by the Guarantor and the Other Guarantors pursuant to this Limited Guarantee and the Other Guarantees). Other than as expressly provided under Section 9.08 of the Merger Agreement, recourse for the Retained Claims against the Guarantor under and pursuant to the terms of this Limited Guarantee and against the Other Guarantors pursuant to the terms of the Other Guarantees shall be the sole and exclusive remedy of the Guaranteed Party and all of its Affiliates and any person purporting to claim by or through any of them or for the benefit of any of them against the Guarantor and the Non-Recourse Parties in respect of any liabilities or obligations arising under, or in connection with, this Limited Guarantee, the Merger Agreement or the Transactions, including by piercing of the corporate veil, or by a claim by or on behalf of Parent or Merger Sub. Nothing set forth in this Limited Guarantee shall confer or give or shall be construed to confer or give to any person other than the Guaranteed Party (including any person acting in a representative capacity) any rights or remedies against any person including the Guarantor, except as expressly set forth herein. For the avoidance of doubt, none of the Guarantor, Parent, Merger Sub or the Other Guarantors or their respective successors and assigns under the Merger Agreement, the Equity Commitment Letters, this Limited Guarantee or the Other Guarantees shall be Non-Recourse Parties.

10. GOVERNING LAW; DISPUTE RESOLUTION.

(a) This Limited Guarantee shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York without regard to the conflicts of law principles thereof that would subject such matter to the Laws of another jurisdiction other than the State of New York.

(b) Subject to the last sentence of this Section 10(b), any disputes, actions and proceedings against any party hereto or arising out of or in any way relating to this Limited Guarantee shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the arbitration rules of HKIAC in force at the relevant time and as may be amended by this Section 10(b) (the "Rules"). 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), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, 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 Rules, 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.

(c) Notwithstanding the foregoing, the parties hereto consent to and agree that in addition to any recourse to arbitration as set out in Section 10(b), any party hereto may, to the extent permitted under the Laws of the jurisdiction where application is made, seek an interim injunction or order from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the Laws of the State of New York, a court or authority hearing an application for such relief may apply the procedural Law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction or order. For the avoidance of doubt, this Section 10(c) is only applicable to the seeking of interim injunctions or orders and does not otherwise restrict the application of Section 10(b) in any way.

11. COUNTERPARTS.

This Limited Guarantee 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.

12. NO THIRD PARTY BENEFICIARIES.

Except as provided in Section 9, the parties hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto, in accordance with and subject to the terms of this Limited Guarantee, and this Limited Guarantee is not intended to, and does not, confer upon any person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein.

13. CONFIDENTIALITY.

This Limited Guarantee shall be treated as confidential and is being provided to the Guaranteed Party solely in connection with the Merger. This Limited Guarantee may not be used, circulated, quoted or otherwise referred to in any document, except with the written consent of the Guarantor; *provided* that the parties hereto may disclose the existence and content of this Limited Guarantee to the extent required by Law, the applicable rules of any national securities exchange , in connection with any SEC filings relating to the Merger and in connection with any litigation relating to the Merger, the Merger Agreement or the Transactions as permitted by or provided in the Merger Agreement and the Guarantor may disclose it to any Non-Recourse Party which needs to know of the existence of this Limited Guarantee and is subject to the confidentiality obligations set forth herein.

14. MISCELLANEOUS.

(a) This Limited Guarantee, together with the Merger Agreement, any schedules, exhibits and annexes thereto and any other documents and instruments referred to thereunder, including the Other Guarantees, contains the entire agreement between the parties hereto relative to the subject matter hereof and supersedes all prior agreements and undertakings between the parties hereto with respect to the subject matter hereof. No modification or waiver of any

provision hereof shall be enforceable unless approved by the Guaranteed Party and the Guarantor in writing.

(b) Any term or provision hereof that is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective solely to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; *provided*, *however*, that this Limited Guarantee may not be enforced without giving effect to the limitation of the amount payable hereunder to the Cap and the provisions of Sections 8 and 9 and this Section 14(b).

(c) The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Limited Guarantee. When a reference is made in this Limited Guarantee to a Section, such reference shall be to a Section of this Limited Guarantee unless otherwise indicated. The word "including" and words of similar import when used in this Limited Guarantee will mean "including, without limitation," unless otherwise specified.

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

[Remainder of page intentionally left blank]

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

TOP FORTUNE WIN LTD.

By: /s/ Boquan He
Name: Boquan He
Title: Director

[*Project Jaguar — iKang Healthcare Group, Inc. — Signature Page to Limited Guarantee*]

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

GUARANTEED PARTY

IKANG HEALTHCARE GROUP, INC.

By: /s/ Ruby Lu
Name: Ruby Lu
Title: Chairman, Special Committee of the Board of Directors

[*Project Jaguar — iKang Healthcare Group, Inc. — Signature Page to Limited Guarantee*]

SCHEDULE A

Other Guarantors

- ShanghaiMed, Inc.
- Yunfeng Fund III, L.P.
- Yunfeng Fund III Parallel Fund, L.P.
- Taobao China Holding Limited

Exhibit 99.5

EXECUTION VERSION

INTERIM INVESTORS AGREEMENT

This Interim Investors Agreement (this "Agreement") is made as of March 26, 2018 by and among Yunfeng Fund III, L.P. and Yunfeng Fund III Parallel Fund, L.P. (collectively "YFC"), each an exempted limited partnership established under the laws of the Cayman Islands, Taobao China Holding Limited, a company incorporated under the laws of Hong Kong ("Alibaba", together with YFC, each, a "Lead Investor" and together, the "Lead Investors"), each Shareholder of the Company (each, a "Rollover Shareholder") listed in the first column of Schedule A to this Agreement, each beneficial owner of the applicable Rollover Shareholder set out opposite such Rollover Shareholder's name in the second column of Schedule A to this Agreement (each, a "Beneficial Owner"), IK Healthcare Holdings Limited, an exempt company with limited liability incorporated under the laws of the Cayman Islands ("HoldCo" or "Holdco"), IK Healthcare Investment Limited, an exempt company with limited liability incorporated under the laws of the Cayman Islands ("Parent"), and IK Healthcare Merger Limited, an exempt company with limited liability incorporated under the laws of the Cayman Islands and a wholly-owned Subsidiary of Parent ("Merger Sub"). The Lead Investors, the Rollover Shareholders and the Additional Investors (as defined below) are hereinafter collectively referred to as the "Investors." The Investors, the Beneficial Owners, HoldCo, Parent and Merger Sub are hereinafter collectively referred to as the "Parties", and individually, a "Party". Capitalized terms used but not defined herein shall have the meanings given thereto in the Merger Agreement (as defined below) unless otherwise specified herein.

RECITALS

WHEREAS, on the date hereof, Parent, Merger Sub and iKang Healthcare Group, Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Company") 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", and together with other transactions contemplated by the Merger Agreement, the Equity Commitment Letters, the Support Agreement and this Agreement, the "Transactions"), with the Company becoming the surviving entity and a wholly-owned Subsidiary of Parent.

WHEREAS, prior to or on the date hereof, each of the Lead Investors entered into a letter agreement in favor of Parent, pursuant to which the respective Lead Investors agree, subject to the terms and conditions set forth therein, to purchase, directly or indirectly, certain equity interests of Parent prior to the Closing in connection with the Transactions (each, an "Equity Commitment Letter" and collectively, the "Equity Commitment Letters") with an aggregate amount in all the Equity Commitment Letters of US$1,145,660,389.

WHEREAS, the Rollover Shareholders and the Beneficial Owners entered into a support agreement, pursuant to which each Rollover Shareholder agrees, subject to the terms and conditions set forth therein, to subscribe directly certain equity interests of HoldCo immediately prior to the Closing in connection with the Transaction and vote in favor of the Merger (the "Support Agreement").

WHEREAS, prior to or on the date hereof, each of the Lead Investors, ShanghaiMed, Inc. and Top Fortune Win Ltd. (each a "Guarantor") entered into a limited guarantee, pursuant to

which each Guarantor agrees, subject to the terms and conditions set forth therein, to pay its proportion of the Total Termination Fee and Expenses (each, a "Limited Guarantee" and together with this Agreement, the Support Agreement and all the Equity Commitment Letters, the "Interim Documents").

WHEREAS, the Parties wish to agree to certain terms and conditions that will govern the actions of HoldCo, Parent and Merger Sub and the relationship among the Investors and the Beneficial Owners with respect to the Transactions.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements and covenant set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. AGREEMENTS AMONG THE INVESTORS.

1.1 Actions Under the Merger Agreement.

(a) Subject to Section 1.2 hereof, the Lead Investors and Mr. Lee Ligang Zhang ("Mr. Zhang" or the "Founder"), acting jointly, may cause HoldCo, Parent and Merger Sub to take any action or refrain from taking any action in order to comply with their obligations, satisfy their closing conditions or exercise their rights under the Merger Agreement, including, without limitation, determining that the conditions to closing specified in Sections 7.1, 7.2 and 7.3 of the Merger Agreement (the "Closing Conditions") have been satisfied, waiving compliance with any agreement or condition in the Merger Agreement (including any Closing Condition), amending or modifying the Merger Agreement and determining to close the Merger; provided that the Lead Investors and Mr. Zhang may not cause Parent and Merger Sub to amend the Merger Agreement in a way that has an impact on any Investor or Beneficial Owner that is different from the impact on the other Investors and Beneficial Owners in a manner that is materially adverse to such Investor or Beneficial Owner without such Investor's or Beneficial Owner's written consent. Parent shall not, and the Investors and the Beneficial Owners shall not permit Parent or Merger Sub to, determine that the Closing Conditions have been satisfied, waive compliance with any agreement or condition in the Merger Agreement (including any Closing Condition), amend or modify the Merger Agreement or determine to close the Merger unless such action has been approved in advance in writing by the Lead Investors and Mr. Zhang. Parent and Merger Sub agree not to take any action with respect to the Merger Agreement, including granting or withholding of waivers and entering into amendments, unless such actions are in accordance with this Agreement. Notwithstanding any provision of this Agreement to the contrary, from and after the time YFC or Alibaba becomes a Failing Investor (as defined below), the approval or consent of such Failing Investor shall not be required for any purposes under this Agreement; provided that any Failing Investor that ultimately participates in the Merger as a result of the Closing Investors (as defined below) exercising their rights to seek specific performance hereunder or the Company exercising its specific performance right under the Merger Agreement shall no longer be deemed a "Failing Investor", and its/his approval or consent rights shall be restored as of the date such previously Failing Investor funds its/his Equity Commitment.

(b) The Parties agree that YFC shall be primarily responsible for (A) negotiating with the Special Committee and coordinating with other Investors and Beneficial Owners, in each case with respect to the Transactions, and (B) implementing the Transactions; provided, that YFC shall (i) seek Alibaba's and Mr. Zhang's consent and consult with the other Parties on the terms of the documentation with respect to the Transactions, (ii) share with the other Parties all drafts of the Transactions related documents, and (iii) inform the other Parties of the status of discussions and negotiations with the Special Committee. Subject to the foregoing, the Parties shall cooperate and proceed in good faith to facilitate YFC to negotiate and consummate the Transactions (including without limitation negotiating any amendments or supplements to the Merger Agreement, Interim Documents and other definitive documents in respect of the Transactions) with the Special Committee.

(c) The Parties shall, and shall cause their respective Affiliates to, comply with the covenants applicable to "Buyer Group Parties" under the Merger Agreement, including without limitation, Sections 5.02, 6.01, 6.08, 6.11 and 6.18 thereunder.

1.2 Non-Consenting Investors. Notwithstanding anything to the contrary in this Agreement, Parent and Merger Sub shall not, and the Lead Investors shall not permit Parent or Merger Sub to (i) modify or amend the Merger Agreement so as to increase or modify the amount or form of the consideration with respect to the Merger (including by waiver of a breach of the Company's representation and warranty regarding its capitalization) or increase in any way the obligations under the Limited Guarantees or the Equity Commitment Letters, (ii) modify or waive any provisions relating to the Parent Termination Fee or the aggregate cap on monetary damages available to the Company or (iii) modify the structure of the transaction contemplated by the Merger Agreement (including the Merger), in each case, in a manner materially adverse to Parent or any Investor or any Beneficial Owner without the prior written consent of each of the Investors (the signature of an Investor on the written instrument with respect to such modification, amendment or waiver being due evidence for all purpose of such prior written consent); provided that in the event that the Lead Investors and Mr. Zhang are willing to agree to, proceed with, or take any action or enter into any agreement (or, in each such case, to permit Parent to do so) with respect to the matters described in clauses (i) through (iii) above and any one Investor declines to agree to, proceed with, or take any action with respect to such matter (a "Non-Consenting Investor"), the Lead Investors may nevertheless proceed with such matter by first terminating such Non-Consenting Investor's participation in the Transaction, and in such event such Non-Consenting Investor shall have no rights or liability hereunder or, if applicable, under its/his Equity Commitment Letter, its/his Limited Guarantee or the Support Agreement; and provided, further, that such Non-Consenting Investor shall have received (A) a full and unconditional release of its or his obligations (x) under this Agreement (except with respect to breaches of this Agreement by such Non-Consenting Investor occurring prior to the date of such release), and (y) if applicable, under its/his Equity Commitment Letter, its/his Limited Guarantee and the Support Agreement, from Parent, the Company, and each other Investor and Beneficial Owner (as the case may be), or (B) a mutually satisfactory indemnity with respect to such Non-Consenting Investor's liabilities under this Agreement, and, if applicable, its/his Equity Commitment Letter, its/his Limited Guarantee and the Support Agreement. In the event the Lead Investors terminate the Non-Consenting Investor's participation in the Transaction, the Lead Investors shall decide to offer the amount of the Non-Consenting Investor's Equity Commitment to any Investors (other than any Company Competitor or its Affiliates, any Non-Consenting

Investor and any Failing Investor), and/or one or more Additional Investors (as defined below), provided that (i) the consent of an Investor shall be required for such reallocation if such reallocation would increase such Investor's Equity Commitment; and (ii) the prior written consent of Mr. Zhang shall be required for (A) any reallocation of the Equity Commitment of any Founder Group member, and (B) any reallocation that would result in any Investor (other than YFC, Alibaba and the Founder) and its Affiliates' combined Equity Commitment(s) exceeding 10% of the aggregate Equity Commitments from all Investors or their combined shareholding percentage in Holdco exceeding 10% following the Closing. For the avoidance of doubt, no Investor shall have the right to terminate its participation in the Transactions or its obligations under this Agreement and its Equity Commitment Letter or the Support Agreement (as applicable) if Parent and Merger Sub take any action set forth in (i) through (iii) in the first sentence of this Section 1.2 without any material adverse effect to Parent or any Investor or any Beneficial Owner.

1.3 Additional Investors. Each of the Lead Investors shall have the right to nominate one or more additional investors (other than any Company Competitor or its Affiliates) to provide additional cash equity capital or propose to adjust any Equity Commitments of any Investor pursuant to Section 1.4 for the consummation of the Transaction, which admission and/or adjustment shall be subject to the Lead Investors' joint consent (such additional investors, the "Additional Investors"); provided that, notwithstanding anything to the contrary contained herein, the prior written consent of Mr. Zhang shall be required for (i) any adjustments to the Equity Commitment of any Founder Group member, (ii) any admission, adjustment, allocation or reallocation that would increase the aggregate Equity Commitment from all Investors above the aggregate Cash Equity Commitments and Rollover Commitments (calculated, if necessary, at the Per Share Merger Consideration (as defined under the Merger Agreement)) set forth in Schedule B, and (iii) any admission, adjustment, allocation or reallocation that would result in any Investor (other than YFC, Alibaba and the Founder) and its Affiliates' combined Equity Commitment(s) exceeding 10% of the aggregate Equity Commitments from all Investors or their combined shareholding percentage in Holdco exceeding 10% following the Closing, in each case whether pursuant to this Agreement, any Equity Commitment Letter or Support Agreement or otherwise. Any Additional Investor admitted pursuant to this Section 1.3 shall execute an adherence agreement to this Agreement substantially in the form attached hereto as Schedule C (the "Adherence Agreement"). Upon the admission of any Additional Investor, Schedule B shall be updated to reflect the amount of cash committed by such Additional Investor and the adjustment to the Cash Equity Commitments pursuant to Section 1.4. Each Additional Investor shall deliver an equity commitment letter substantially in the same form as the Equity Commitment Letters of the Lead Investors, pursuant to which (and subject to the terms and conditions thereof) it will fund, at the Closing, cash to HoldCo in an amount no less than as set forth opposite its name in Schedule B attached hereto. Such equity commitment letter of the Additional Investor shall be deemed an "Equity Commitment Letter" for purposes of this Agreement and the other Interim Documents.

1.4 Equity Commitment Adjustments. Each Investor acknowledges, agrees and undertakes that, subject to the proviso of the first sentence of Section 1.3, (i) each of the amount of the Equity Commitment to be funded under its Equity Commitment Letter and the amounts of the Equity Commitments of the other Investors may be adjusted by the Lead Investors in their reasonable discretion (subject to compliance with this Section 1.4), (ii) any such adjustment to

the Equity Commitment of any Investor shall be deemed to be the "Equity Commitment" of such Investor for all purposes hereunder, (iii) such Investor agrees to cause the full amount of such adjusted Equity Commitment to be contributed to HoldCo and contributed by HoldCo to Parent to be used to fund a portion of the Merger Consideration in accordance with, and subject to the terms under the relevant Equity Commitment Letter or Support Agreement, and (iv) subject to clause (B) in the proviso to this sentence, the representations and warranties in Section 12 of the relevant Equity Commitment Letter shall be true and correct after taking into account any such adjustment to the Equity Commitment and such Investor shall be capable of performing all of its obligations under its Equity Commitment Letter after taking into account such adjustment to the Equity Commitment; provided that (A) such adjustment shall be made on or prior to ten (10) Business Days before the Closing, (B) the aggregate amount of the Cash Equity Commitments of all the Investors to be funded under all the Equity Commitment Letters shall not be less than $1,145,660,389; (C) in connection with any such adjustment, YFC shall execute and deliver to each Investor and the Company a written certification specifying the amount(s) of such adjustment with respect to the Investors, as applicable, on or prior to ten (10) Business Days before the Closing; (D) the Investor consents in writing to an adjustment if such adjustment would increase such Investor's Equity Commitment; (E) a Rollover Shareholder's Rollover Commitment or any Equity Commitment of any member of the Founder Group shall not be adjusted without such Rollover Shareholder's or member's written consent; and (F) the consent of Mr. Zhang shall be required for any reallocation that would increase the combined shareholding in HoldCo by the Lead Investors. For the avoidance of doubt, each Cash Investor will contribute its Cash Equity Commitment (or any portion thereof) to Holdco in exchange for HoldCo Shares at $41.20 per share, and each Rollover Investor will contribute its Rollover Commitment to Holdco in exchange for a number of HoldCo Shares equal to the number of Shares so contributed.

1.5 Source of Funds Information. Each of the Investors agrees to, upon the request of a Lead Investor, provide such Lead Investor with accurate information, to the best of its knowledge, regarding the identity of each of its direct and indirect shareholders, limited partners, beneficiaries or other economic interest holders; provided that such information shall constitute Transaction Information under this Agreement and the Investors agree to keep such information confidential pursuant to the terms of this Agreement.

1.6 Shareholders Agreement. Each of the Investors, the Beneficial Owners and HoldCo shall in good faith and with mutual cooperation use its reasonable best efforts to negotiate and enter into, and cause HoldCo and the entity or entities that ultimately provide the funding of the Equity Commitment of such Investor in accordance with such Investor's applicable Equity Commitment Letter to enter into, a shareholders' agreement and such other definitive agreements by the Investors, the Beneficial Owners and HoldCo, among other parties, at or prior to the Closing that include, and are otherwise consistent (subject to mutually agreed changes) with the terms set forth on Exhibit A attached hereto (the "Shareholders Agreement Term Sheet"). Each of HoldCo, the Investors and the Beneficial Owners hereby agrees to take (or cause to be taken) all actions, if any, required to be taken by each, such that the board of directors of HoldCo shall have the composition as contemplated by Exhibit A hereto immediately prior to and after the Effective Time.

1.7 Consummation of the Transaction. Each Party shall use reasonable best efforts and provide all cooperation as may be reasonably requested by each other Party to obtain all applicable governmental, statutory, regulatory or other approvals, licenses, waivers or exemptions required or, in the reasonable opinion of the Parties, desirable for the consummation of the Transaction. In the event that the conditions set forth in Sections 7.01, 7.02 and 7.03 of the Merger Agreement are satisfied or waived in accordance with the terms of the Merger Agreement and this Agreement, and Parent and Merger Sub are obligated to consummate the Merger in accordance with the terms of the Merger Agreement, all Investors other than any Failing Investor (as defined below) (the "Closing Investors") acting unanimously shall have the right to terminate the participation in the Transactions by any Investor (a "Failing Investor") that (i) breaches such Investor's obligation under the Equity Commitment Letter of such Investor to fund the Equity Commitment or (ii) asserts in writing such Investor's unwillingness to fund such Equity Commitment; provided, that such termination shall not affect the rights or remedies of the Closing Investors against such Failing Investor or its Affiliates with respect to such breach or threatened breach. If the Closing Investors terminate a Failing Investor's participation in the Transactions pursuant to the immediately preceding sentence, then subject to the proviso of the first sentence of Section 1.3, the Lead Investors shall decide to offer one or more Closing Investors or Additional Investors the opportunity to purchase the equity interest of HoldCo for the Transactions to replace the amount of such Failing Investor's Equity Commitment; provided that the consent of Mr. Zhang shall be required for any reallocation that would increase the combined shareholding in HoldCo by the Lead Investors.

1.8 Termination Fee and Expenses.

(a) If the Merger Agreement is terminated in accordance with its terms thereof and Parent is required to (i) pay the Parent Termination Fee pursuant to Section 8.06(b) of the Merger Agreement, (ii) reimburse the costs and expenses in connection with the Company's collection of the Parent Termination Fee pursuant to Section 8.06(c) of the Merger Agreement and/or (iii) reimburse or indemnify any expenses, liabilities, losses, damages, claims, costs, interest, awards or judgements and penalties of the Company, its Subsidiaries or their respective Representatives incurred in connection with the arrangement of the Financing and/or Alternative Financing pursuant to Section 6.07(c) of the Merger Agreement, as applicable (collectively, the "Total Termination Fee and Expenses") and one of the Investors is the Defaulting Party, then such Defaulting Party shall pay to or cause to be paid to Parent an amount equal to all of the Total Termination Fee and Expenses, to the extent as applicable, by wire transfer of same day fund within three (3) Business Days following such termination of the Merger Agreement. If there is more than one Defaulting Party, each Defaulting Party's obligations under the immediately preceding sentence shall be reduced to its Pro Rata Portion of the Total Termination Fee and Expenses. A "Defaulting Party" is an Investor, the failure of such Investor (or its Beneficial Owner) to perform its obligation under its Equity Commitment Letter, the Support Agreement and/or this Agreement results in the termination of the Merger Agreement pursuant to its terms thereof. A Defaulting Party's "Pro Rata Portion" for purposes of this Section 1.8 is a fraction, the numerator of which is the Equity Commitment of such Defaulting Party and the denominator of which is the aggregate Equity Commitments of all Defaulting Parties. If there is no Defaulting Party, all of the Guarantors shall share the Total Termination Fee and Expenses pro rata based on their respective Guaranteed Percentage (as defined in such Guarantor's Limited Guarantee).

1.9 Transaction Expenses.

(a) Upon consummation of the Merger, the Surviving Company shall reimburse fees, expenses and disbursements payable to any advisors, accountants, attorneys, or consultants (the "Advisors") retained by Parent, HoldCo, YFC and Alibaba in connection with the Transactions (collectively the "Buyer Group Expenses"). Subject to the joint approval of the Lead Investors and Founder, the Surviving Company shall also reimburse, up to $500,000 of reasonable Advisors fees incurred by the Rollover Shareholders on a pro rata basis.

(b) If the Merger is not consummated and there is no Defaulting Party, the Investors other than Mr. Zhang and his Affiliates (which, for the avoidance of doubt, shall include Gold Partner Consultants Limited) (collectively, the "Founder Group") shall share the Buyer Group Expenses (other than fees, expenses and disbursements payable to any advisors, accountants, attorneys, or consultants retained by the Founder Group) pro rata based on their respective Commitment Percentages.

(c) If the Merger is not consummated and there are any Defaulting Parties, then such Defaulting Parties shall bear all out-of-pocket costs and expenses incurred by any Investors or Beneficial Owners (including members of the Founder Group) that are not Defaulting Parties in connection with the Transactions pro rata based on their respective Commitment Percentages, including the Buyer Group Expenses and any fees, expenses and disbursements payable to Advisors retained by any Investor or any Beneficial Owner (including any member of the Founder Group) that is not a Defaulting Party, without prejudice to any rights and remedies otherwise available to the non-defaulting Investors and Beneficial Owners.

(d) The Investors shall be entitled to receive any Company Termination Fee payable to Parent or Merger Sub by the Company pursuant to the Merger Agreement, to be allocated pro rata based on their respective Commitment Percentages, net of Buyer Group Expenses.

1.10 Beneficial Owners and Rollover Shareholders. Each Beneficial Owner shall cause the Rollover Shareholder through which such Beneficial Owner indirectly holds equity securities of the Company to perform its obligations under this Agreement. Each Beneficial Owner shall jointly and severally be responsible for any liabilities and perform any obligations of its Rollover Shareholder under this Agreement with such Rollover Shareholder.

1.11 VIE Restructuring. At the Effective Time (as defined under the Merger Agreement), (i) one nominee of each Lead Investor which shall be a PRC national or a domestic entity incorporated in the PRC (each a "Lead Investor Nominee") shall subscribe for, and each Beneficial Owner shall take all actions within its powers and abilities to cause each VIE other than Jiandatong Health Technology (Beijing) Co., Ltd. (健达通健康科技（北京）有限公司, "Jiandatong") to issue to each Lead Investor Nominee, equity interests of such VIE representing 1.0% of all of its outstanding share capital, at the minimum price permitted by law (and each Lead Investor agrees that, if any such capital increase is required by the relevant department of the Administration for Industry and Commerce to be completed after release of the share pledge under the applicable share pledge agreement of the Control Documents, such VIE may release such share pledge prior to such capital increase after obtaining the consent of each Lead Investor

which consent shall not be unreasonably withheld or delayed; provided that if the Lead Investors withhold such consent, the Company and the Beneficial Owners shall not be obligated to cause such VIE to issue the aforesaid equity interests to any Lead Investor Nominee), (ii) each Beneficial Owner shall take all actions within its powers and abilities to procure each VIE other than Jiandatong to enter into relevant amended and restated Control Documents at the Closing to refelct the change in ownership of equity interests of such VIE resulting from the issurance of equity interests described in clause (i) above, and to incorporate the amendments specifically set forth under Schedule E attached hereto, and immaterial adjustments thereto or other immaterial amendments in each case requested by the Lead Investors to the Company in writing with necessary detail, which amended and restated Control Documents shall replace the relevant original Control Documents with effect at the Effective Time (such amended and restated Control Documents together with any other Control Documents that are amended and restated with effect at the Effective Time, the "Amended Control Documents"), and (iii) each Beneficial Owner shall take all actions within its powers and abilities to procure each VIE other than Jiandatong to amend and restate its shareholders agreement (if any, or if necessary to have such agreement at the discretion of each Lead Investor) and, to the extent permitted by the relevant department of the Administration for Industry and Commerce, amend and restate its Articles of Association, in each case which will become effective at the Effective Time, to specifically (A) provide that each Lead Investor Nominee shall have the right to appoint one member to the board of directors of such VIE, which director may only be removed by such Lead Investor Nominee; (B) provide that from and upon a breach by such VIE or its Onshore Shareholder of any provisions of the applicable Amended Control Documents, or the termination of such Amended Control Documents, all resolutions or action by the board of directors or shareholders of such VIE shall require the prior written consent of (x) each Lead Investor Nominee for so long as the Lead Investor appointing such Lead Investor Nominee remains a shareholder of HoldCo and such Lead Investor Nominee remains a shareholder of such VIE, or (y) each director appointed by each Lead Investor Nominee for so long as such Lead Investor Nominee has the right to appoint a director on the board of directors of such VIE and the Lead Investor which nominated such Lead Investor Nominee has the right to appoint a director on the board of directors of HoldCo; (C) provide that from and upon a breach by such VIE or its Onshore Shareholder of any provisions of the applicable Amended Control Documents, or the termination of such Amended Control Documents, each Lead Investor will have a call option to purchase (by itself, or through its Lead Investor Nominee or another person designated by such Lead Investor, subject to compliance with law) equity interests in such VIE from the Onshore Shareholders or subscribe for newly issued equity interests of such VIE, at the minimum consideration permitted by law, so that the aggregate shareholding percentage of such Lead Investor, its Lead Investor Nominee and its designee, as applicable, in such VIE will be the same as the shareholding percentage of such Lead Investor in the HoldCo; and (D) incorporate in the articles of association of the relevant VIE to the extent permitted by applicable law the rights and interests of each Lead Investor under the constitutional documents and shareholder agreements of the HoldCo, as requested by such Lead Investor to the Company in writing setting forth specific requested provisions, *provided* that the provisions of the agreements and articles of association described in clauses (ii) and (iii) above shall comply with applicable law and, for the avoidance of doubt, the issuance of equity interests and the effectiveness of the amendments and restatements and shareholders agreements described in clauses (i) through (iii) above shall be conditional upon consummation of the Merger. The Beneficial Owners shall, if so requested in writing by the Lead Investors upon and

after the consummation of the Merger, (i) cause Jiandatong to issue to the Lead Investor Nominee of each Lead Investor such equity interests of such VIE representing 1% of all of its outstanding share capital, at the minimum price permitted by applicable Law; (ii) cause the execution of the Amended Control Documents for Jiandatong in the same manner as described in clause (ii) above; and (iii) cause the execution of the shareholders agreement and the articles of association of Jiandatong in the same manner as described in clause (iii) above. Notwithstanding anything to the contrary set forth herein, if (1) YFC and its Affiliates collectively cease to hold at least 5% of HoldCo's outstanding share capital, and (2) Alibaba and its Affiliates collectively cease to hold at least 5% of HoldCo's outstanding share capital, then, the rights of YFC or Alibaba, as applicable, and the relevant Lead Investor Nominee under this Section 1.11 shall automatically and immediately terminate and it shall promptly take all actions and execute all documents to divest its or the relevant Lead Investor Nominee's equity interests in the VIEs to the relevant VIE or an unrelated third party designated by the board or directors of HoldCo for nominal consideration and cause the Articles of Association of the VIEs to be amended to remove the provisions described in this Section 1.11. Each Beneficial Owner shall take all actions within its powers and abilities to procure that the share pledge agreement entered into by each VIE, its WFOE and its Onshore Shareholders be registered with local governmental authority promptly after the execution of such agreement, with the amount of secured debts as high as the fair value of such VIE. The Beneficial Owners and the Rollover Shareholders hereby agree to exercise their voting rights and take any other actions required to effect the foregoing covenant under this Section 1.11.

1.12 Additional Cash Contribution. Each of the Cash Investors agrees that, upon the request of the Lead Investors, such Cash Investor shall contribute at Closing its pro rata share (in relation to all Cash Investors based on their respective Commitment Percentages) of up to US$200,000,000 to HoldCo for the purposes of repayment of existing debts of the Group Companies and the operations of the Group Companies (the "Additional Cash Contributions"); provided that Top Fortune Win Ltd. may elect to participate in such Additional Cash Contributions on the same terms as the Cash Investors, in which case the Additional Cash Contribution shall be allocated among Cash Investors and Top Fortune Win Ltd. based on their respective Commitment Percentages. The Additional Cash Contributions will be completed through subscription of additional HoldCo Shares and the per HoldCo Share price of such subscription shall be the same as the per HoldCo Share price in the capital contributions made under the Equity Commitment Letters.

1.13 Special Committee Consent and Fiduciary Duty. Notwithstanding anything herein to the contrary, the Parties agree that (i) no change to the composition of the Buyer Group Parties or adjustments to any Investor's Equity Commitment pursuant to this Agreement shall be made without the prior written consent of the Company (with the Special Committee's approval); and (ii) no Beneficial Owner is restricted by any provision of this Agreement from taking any actions required to discharge his fiduciary duties as a director and/or officer of the Company.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS.

2.1 Authority; Enforceability; No Conflict. Each Party hereby, severally but not jointly, represents and warrants to the other Parties that: (i) if such Party is a corporate entity, it has the requisite power and authority to execute, deliver and perform this Agreement, (ii) if such

Party is a corporate entity, the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such Party, (iii) this Agreement has been duly executed and delivered by such Party and constitutes a valid and binding agreement of such Party 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 (if such Party is a corporate entity); (b) any material terms of material agreements to which such Party is a party or by which such Party is bound; or (c) any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such Party.

2.2 Investors' Additional Representations, Warranties and Covenants. Each Investor hereby, severally but not jointly, represents, warrants and undertakes to the other Parties that:

(a) the Equity Commitment is not more than the maximum amount that such Investor is permitted to invest in or pay with respect to any one portfolio investment pursuant to the terms of its constituent documents or otherwise;

(b) none of such Investor's direct or indirect shareholders and/or beneficiaries is a Company Competitor or its Affiliate or an entity fully or partially funded by capital raised from the Company Competitor or its Affiliates;

(c) such Investor has and will have, for so long as this Agreement shall remain in effect, the financial capacity to timely pay or shareholding to timely rollover and perform its obligations under and in accordance with this Agreement, and, if such Investor is a Cash Investor, such Investor has and will have, for so long as this Agreement shall remain in effect, uncalled capital commitments or otherwise has available funds in excess of the sum of the Equity Commitment and all of its other unfunded contractually binding equity commitments that are currently outstanding;

(d) if such Investor is a Cash Investor, as of the date of this Agreement, none of such Investor and its Affiliates beneficially owns (as such term is used in Rule 13d-3 promulgated under the Exchange Act) any Shares or other securities of, or any other economic interest (through derivative securities or otherwise) in the Company, or any options, warrants or other rights to acquire Shares or other securities of, or any other economic interest (through derivative securities or otherwise) in, the Company;

(e) other than Yunfeng Financial Group Limited, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of such Investor;

(f) as of the date of this Agreement, other than the Interim Documents, there are no Contract (whether oral or written) (i) between such Investor, on the one hand, and any of the Company's or its Subsidiaries' directors, officers, employees or shareholders, in their capacities as such, on the other hand, that relate in any way to the Transactions, (ii) pursuant to which any shareholder of the Company would be entitled to receive consideration of a different amount or nature than the Merger Consideration, or (iii) pursuant to which any shareholder of the Company has agreed to vote to approve the Merger Agreement, the Plan of Merger and the Merger or has agreed to vote against any Competing Transaction or Superior Proposal; and

(g) (i) except as disclosed in writing to the other Investors and except for financing related to the Permitted Pledge (as defined under the Support Agreement) or any refinancing thereof, to such Investor's knowledge, none of such Investor's direct or indirect shareholders and/or beneficiaries is an entity fully or partially funded by capital raised through investment products, derivative products or wealth management products, crowd funding and/or other similarly structured investment syndication arrangements (collectively "Investment Syndication Arrangements") for the purposes of investing in the Company from Persons that are not Affiliated with such Investor, and (ii) unless as agreed by the Investors in advance in writing, an entity fully or partially funded by capital raised through Investment Syndication Arrangements for the purposes of investing in the Company from Persons that are not Affiliated with such Investor may not become a direct or indirect shareholder and/or beneficiary of such Investor.

2.3 Post-Closing Capitalization. Each of the Lead Investors and HoldCo represents and warrants to the other Parties that, as of immediately following the Closing and the consummation of the transactions contemplated by Section 1.12, (a) the authorized share capital of HoldCo shall consist of one class of ordinary shares ("HoldCo Shares"); (b) the authorized share capital of Parent shall consist of 50,000 ordinary shares, of which one share shall be issued and outstanding and owned by Holdco; and (c) other than as contemplated by the Interim Documents, as of immediately following the Closing and the consummation of the transactions contemplated by Section 1.12, there are (i) no outstanding share capital of or voting or equity interest in HoldCo or Parent, (ii) no options, warrants, or other rights to acquire any share capital of or voting or equity interest in HoldCo or Parent, (iii) no outstanding securities exchangeable or exercisable for or convertible into share capital of or voting or equity interest in HoldCo or Parent, and (iv) no outstanding rights to acquire or obligations to issue any such options, warrants, other rights or securities.

3. EXCLUSIVITY

3.1 During the period beginning on the date hereof and ending on the termination of this Agreement pursuant to Section 5.1, each of the Investors and the Beneficial Owners agrees that it shall (and shall cause its Affiliates to):

(a) work exclusively with the Lead Investors and Mr. Zhang to implement the Transactions;

(b) implement the Transaction merely through purchasing the equity interest of HoldCo;

(c) not, and shall not permit its Affiliates, or any of its or its Affiliates' Representatives, directly or indirectly, to (i) propose a Competing Transaction, or seek, solicit, initiate, induce, knowingly facilitate or encourage (including by way of furnishing any non-public information concerning the Company or the Transactions) inquiries or proposals concerning, or participate in any discussions or negotiations with any person (other than the other Parties) concerning, or enter into or agree to a Competing Transaction; (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 Transaction; (iii) finance or offer to finance any Competing

Transaction, including by offering any equity or debt finance, in support of any Competing Transaction; (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding, or do, anything which is inconsistent with the provisions of the Merger Agreement or the Transactions as contemplated by the Merger Agreement; or (v) seek, solicit, initiate, encourage, knowingly 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 (i) to (iv) above;

(d) immediately cease and terminate, any discussions, negotiations, communications or other activities with any parties that may be ongoing with respect to any Competing Transaction; and

(e) promptly notify the Lead Investors and Mr. Zhang if it or, to its knowledge, any of its Affiliates or any of its or its Affiliates' Representatives receives any approach or communication with respect to any Competing Transaction, including the identity of the other persons involved and the nature and content of the approach or communication, and provide the Lead Investors and Mr. Zhang with copies of any written communication.

3.2 For a period of twelve (12) months after the termination of the Merger Agreement, if Mr. Zhang seeks to raise equity financing in an attempt to acquire (by himself or a consortium to which he is a member) the Company or increase his shareholdings in the Company, Mr. Zhang shall first discuss such financing with the Lead Investors. If any Lead Investor is interested in such financing, such Lead Investor(s) shall have a proportional right of first refusal (pro rata based on their respective contemplated ownership percentages in HoldCo immediately following the Closing as agreed between the Lead Investors and the Founder) in such financing so long as the terms for such financing provided by such Lead Investor(s) are, taken as a whole, no less favorable than the terms provided by other potential equity investors.

4. **ANNOUNCEMENTS AND CONFIDENTIALITY**

4.1 Announcements. No announcements regarding the subject matter of this Agreement shall be issued by any Party either to the Company (including the Company Board) or to the public without the prior written consent of the Lead Investors, which consent shall not be unreasonably withheld, delayed or conditioned, except to the extent that any such announcements are required by laws, a court of competent jurisdiction, a regulatory body or international stock exchange, and then only after the form and terms of such disclosure have been notified to the Lead Investors and Mr. Zhang and they have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable. Any announcement to be made by the Parties or their Affiliates in connection with the Transaction shall be jointly coordinated and agreed by the Parties.

4.2 Confidentiality.

(a) Except as permitted under Section 4.3, each Party agrees to keep confidential and to use only for the purpose of evaluating, pursuing and implementing the Transactions all information that the Company, another Party or any of its Affiliates or their respective Representatives (each, a "Disclosing Party") furnishes or otherwise makes available to

a Party (the "Receiving Party") and its Affiliates and their respective Representatives, including any technical, scientific, trade secret or other proprietary information of the Company or the Disclosing Party with which the Receiving Party or any of its Affiliates or their respective Representatives may come into contact in the course of its investigation, and whether oral, written or electronic (collectively, the "Evaluation Material"). Notwithstanding the foregoing, the term "Evaluation Material" does not include information that (A) was available to the Receiving Party or any of its Affiliates or their respective Representatives without a duty of confidentiality to the applicable Disclosing Party prior to the disclosure by such Disclosing Party, (B) is or becomes available to a Receiving Party or any of its Affiliates or their respective Representatives on a non-confidential basis from a source other than the applicable Disclosing Party, provided that such other source is not known by the Receiving Party to be bound by a confidentiality obligation to the applicable Disclosing Party or is otherwise prohibited from disclosing the information to the Receiving Party, (C) is or becomes generally available to the public (other than as a result of a breach by the Receiving Party or any of its Affiliates or their respective Representatives of this Agreement) or (D) is independently developed by the Receiving Party or any of its Affiliates or their respective Representatives without use of any Evaluation Material.

(b) Each Party agrees that neither it nor any of its Affiliates or their respective Representatives will, without the prior written consent of the other Parties, directly or indirectly, disclose to any other person (excluding any of its Affiliates and its and its Affiliates' Representatives), (i) the fact that discussions or negotiations may take place, are taking place or have taken place concerning a Transaction or any of the terms or other facts relating thereto, including the status thereof, but not including any Evaluation Material, (ii) the existence or the terms of this Agreement or (iii) that it or its Affiliates or their respective Representatives have received or produced any Evaluation Material (items (i), (ii) and (iii), collectively, "Transaction Information"); provided, however, that each Party may disclose Transaction Information to the extent (x) required by, and pursuant to, Section 4.3(b), or (y) in the view of its outside counsel, it is required to make such disclosure in order to avoid violating the U.S. federal securities laws, and, in the case of clauses (x) or (y), the requirement to make such disclosure does not arise from its breach of this Agreement; and, provided, further, that in the case of clause (y), to the extent legally permissible and reasonably practicable the Party will notify the other Parties prior to making any such disclosure by providing the other Parties with the text of the intended disclosure at least 24 hours prior to making the disclosure, and will seek to narrow the intended disclosure to the extent the other Parties reasonably so request.

(c) Subject to Section 4.2(d), upon the request of the Disclosing Party, each Receiving Party shall (and shall cause its Affiliates and its and its Affiliates' Representatives to), at its election, promptly deliver to the Disclosing Party or destroy all copies of the Evaluation Material, including that which is contained in any notes or other materials prepared by such Party or any of its Affiliates or their respective Representatives, without retaining any copy thereof, including, to the extent practicable, expunging all such Evaluation Material from any computer, word processor or other device containing such information. If requested by the Disclosing Party, an appropriate officer of the Receiving Party will certify to the Disclosing Party, that all such material has been so delivered or destroyed. Notwithstanding the foregoing, (i) each Receiving Party's legal department and/or outside counsel may keep one copy of the Evaluation Material (in electronic or paper form) and each Party's Affiliates and their respective

Representatives may keep one copy of the Evaluation Material as required by bona fide policies and procedures implemented by such Affiliates or Representatives in order to comply with applicable law, regulation, professional standards or reasonable business practice and (ii) each Receiving Party and its Affiliates and their respective Representatives may retain Evaluation Material to the extent it is "backed-up" on the Party's or its Affiliates' or their respective Representatives' (as the case may be) electronic information management and communications systems or servers, is not available to an end user and cannot be expunged without considerable effort. Any and all duties and

obligations existing under this Agreement shall remain in full force and effect for the term set forth in Section 4.2(d), notwithstanding the delivery or destruction of the Evaluation Material required by this Section 4.2(c).

(d) Notwithstanding the provisions of this Section 4.2 and Section 4.3, the provisions of Sections 4.2(a), 4.2(c) and 4.3(b) shall not apply to Mr. Zhang and his Affiliates with respect to information relating to the Company.

(e) Each Party acknowledges that, in relation to any Evaluation Material or Transaction Information received from a Disclosing Party, the obligations contained in this Section 4.2 shall continue to apply for a period of 12 months following termination of this Agreement pursuant to Section 5.1, unless otherwise agreed in writing.

4.3 Permitted Disclosures.

(a) A Party may disclose Transaction Information or Evaluation Material to its Affiliates or its or its Affiliates' Representatives for the purpose of assisting the Party in its evaluation, pursuit and implementation of a Transaction so long as the Party causes its Affiliates or its or its Affiliates' Representatives to treat the Transaction Information or Evaluation Material in a confidential manner and as provided in this Section 4.3.

(b) In the event that a Party or any of its Representatives or Affiliates are required to disclose any Transaction Information or Evaluation Material by law or in connection with a judicial or administrative proceeding (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar process) or pursuant to a formal request from a regulatory examiner, to such regulatory examiner, it will provide the other Parties with prompt and, to the extent legally permissible and reasonably practicable, prior notice of such requirement(s). Each Party also agrees, to the extent legally permissible and reasonably practicable, to provide the other Parties, in advance of any such disclosure, with a list of any Transaction Information or Evaluation Material it intends to disclose (and, if applicable, the text of the disclosure language itself) and to reasonably cooperate with the other Parties to the extent the other Parties may seek to limit such disclosure, including, if requested, taking all reasonable steps, at the sole expense of the Party seeking to limit such disclosure, to resist or avoid any such judicial or administrative proceedings referred to above. If and to the extent, in the absence of a protective order or the receipt of a waiver from the other Parties after a request in writing therefor is made by the Party (such request to be made as soon as practicable to allow the other Parties a reasonable amount of time to respond thereto), the disclosing Party or its Representatives or its respective Affiliates are legally required to disclose Transaction Information or Evaluation Material to any tribunal or regulatory examiner to avoid censure or penalty, the disclosing Party will limit such disclosure to that which is legally required and will

use reasonable efforts to obtain assurances that confidential treatment will be accorded to any Transaction Information or Evaluation Material that the disclosing Party is so required to disclose, and thereafter it may disclose such information without liability hereunder.

5. **MISCELLANEOUS.**

5.1 Effectiveness; Termination. This Agreement shall become effective on the date hereof and shall terminate (except with respect to Sections 1.6, 1.9, 1.11, 1.12, this Section 5 and Exhibit A) upon the earlier of (x) the Effective Time and (y) the termination of the Merger Agreement pursuant to Article VIII thereof; provided, that any liability for failure to comply with the terms of this Agreement shall survive such termination; provided, further, that any agreement or covenant that reference a later time or by their nature will be performed following such termination shall survive such termination until fully performed.

5.2 Definition. In this Agreement, unless the context requires otherwise:

"Affiliate" of a Person (the "Subject Person") means (i) (A) in the case of a Person which is not a natural person, any other Person that directly or indirectly Controls, is Controlled by or is under common Control with the Subject Person; and (B) in the case of a natural person, any other Person that is a Relative of the Subject Person or is directly or indirectly is Controlled by the Subject Person or a Relative of the Subject Person; and (ii) the Subject Person's "affiliates" under Rule 12b-2 under the Exchange Act; including, for the avoidance of doubt, any affiliated investment funds of such Subject Person or any investment vehicles of such Subject Person or such funds; provided, however, that with respect only to each Party that is a private equity, sovereign or other fund, or state-owned investment entity, in the business of making investments in portfolio companies managed independently, no portfolio company of any such Party (including a portfolio company of any Affiliate or any affiliated investment fund or investment vehicle of such Party) shall be deemed to be an Affiliate of such Party; provided, further, than YFC shall not be deemed an Affiliate of Alibaba. "Control" of a Person means (i) ownership of more than 50% of the shares in issue or other equity interests or registered capital of such Person or (ii) the power to direct the management or policies of such Person, directly or indirectly, whether through the ownership of voting power of such Person, through the power to appoint a majority of the members of the board of directors or similar governing body of such Person, through contractual arrangements, as trustee or general partner or otherwise.

"Commitment Percentage" of an Investor means the percentage set out opposite the name of such Investor in the fourth column of Schedule B to this Agreement, provided that the Commitment Percentage of any Investor can be adjusted by the Lead Investors by mutual agreement pursuant to the Equity Commitment Letters, the Support Agreement and this Agreement, as applicable.

"Company Competitor" means the Persons set forth in Schedule D of this Agreement.

"Control Documents" means, with respect to each VIE, (i) the Exclusive Business Cooperation Agreement between such VIE and its WFOE; (ii) Share Pledge Agreement(s) among such VIE, its WFOE and its Onshore Shareholders; (iii) Power of Attorney issued by each of its Onshore Shareholders to relevant WFOE; (iv) Exclusive Call Option Agreement(s)

among such VIE, its WFOE and its Onshore Shareholders; (v) with respect to Main VIE only, Loan Agreement among its WFOE and Onshore Shareholders; and (vi) if applicable, Spousal Consent Letters issued by spouse of each of its Onshore Shareholders, and any amendment or extension of the above.

"Cash Equity Commitment" of an Investor means the amount set forth opposite such Investor's name in the second column of Schedule B of this Agreement.

"Cash Investor" means each of the Investors other than the Rollover Shareholders.

"Equity Commitment" of an Investor means such Investor's Cash Equity Commitment and Rollover Commitment.

"Main VIE" means iKang Healthcare Technology Group Co., Ltd. (爱康健康科技集团有限公司), a company established and existing under the PRC Laws.

"Onshore Shareholders" means, with respect to each VIE, the shareholders of such VIE.

"Other VIEs" means Hangzhou iKang Guobin Clinic Co., Ltd. (杭州爱康国宾医疗门诊部有限公司), Shanghai Yuanhua Information Technology Co., Ltd. (上海元华信息技术有限公司), and Jiandatong Health Technology (Beijing) Co., Ltd. (健达通健康科技（北京）有限公司), each a company established and existing under the PRC Laws.

"Rollover Commitment" of a Rollover Shareholder means the amount set out opposite such Rollover Shareholder's name in the third column of Schedule B of this Agreement.

"Special Committee" means the special committee of the Company Board comprised of independent and disinterested directors of the Company representing the Company to negotiate in the Transactions.

"VIEs" means collectively, the Main VIE and the Other VIEs.

"WFOE" means, with respect to Main VIE and Jiandatong Health Technology (Beijing) Co., Ltd. (健达通健康科技（北京）有限公司), iKang Internet Health and Technology (Beijing) Co., Ltd. (爱康网健康科技（北京）有限公司); with respect to Hangzhou iKang Guobin Clinic Co., Ltd. (杭州爱康国宾医疗门诊部有限公司), iKang Health Management (Zhejiang) Co., Ltd. (爱康健康管理（浙江）有限公司); and with respect to Shanghai Yuanhua Information Technology Co., Ltd. (上海元化信息技术有限公司), Yuanhua Medical Consultancy Services (Shanghai) Co., Ltd. (元化医疗咨询服务（上海）有限公司), in each case, a company established and existing under the PRC Laws.

5.3 Amendment. This Agreement may be amended or modified and the provisions hereof may be waived, only by an agreement in writing signed by all Parties.

5.4 Severability. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or

limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

5.5 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.

5.6 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

5.7 Dispute Resolution.

(a) Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the HKIAC Administered Arbitration Rules in force at the relevant time and as may be amended by this Section 5.7(a) (the "Rules"). 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), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, 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 fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, 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.

(b) Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 5.7, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the

avoidance of doubt, this Section 5.7(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 5.7(a) in any way.

5.8 Specific Performance. Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

5.9 Other Agreements. This Agreement, together with other Interim Documents and the other agreements referenced herein, constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, among the parties hereto or any of their Affiliates with respect to the subject matter contained herein.

5.10 Assignment. This Agreement may not be assigned by any Party or by operation of law or otherwise without the prior written consent of each of the other Parties, except that the Agreement may be assigned to an Affiliate of a party hereto; provided, that the Party making such assignment shall not be released from its obligations hereunder. Any attempted assignment in violation of this Section 5.10 shall be void.

5.11 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[*Signature pages follow*]

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

YUNFENG FUND III, L.P.

By: Yunfeng Investment III, Ltd., its general partner

By: /s/ Huang Xin
Name: Huang Xin
Title: Director

[Project Jaguar - iKang Healthcare Group, Inc. -
Signature Page to Interim Investors Agreement]

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

YUNFENG FUND III PARALLEL FUND, L.P.

By: Yunfeng Investment III, Ltd., its general partner

By: s/ Huang Xin
Name: Huang Xin
Title: Director

[Project Jaguar - iKang Healthcare Group, Inc. -
Signature Page to Interim Investors Agreement]

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

TAOBAO CHINA HOLDING LIMITED

By: /s/ Wang, Liang
Name: Wang, Liang
Title: Authorized Signatory

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Signature Page to Interim Investors Agreement]

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

SHANGHAIMED, INC.

By: /s/ Lee Ligang Zhang
Name: Lee Ligang Zhang
Title: Director

TIME INTELLIGENT FINANCE LIMITED

By: /s/ Lee Ligang Zhang
Name: Lee Ligang Zhang
Title: Director

[Project Jaguar - iKang Healthcare Group, Inc. -
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IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

LEE LIGANG ZHANG

/s/ Lee Ligang Zhang

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

TOP FORTURE WIN LTD.

By: /s/ Boquan He
Name: Boquan He
Title: Director

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

BOQUAN HE

/s/ Boquan He

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Signature Page to Interim Investors Agreement]

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

IK HEALTHCARE INVESTMENT LIMITED

By: /s/ Huang Xin
Name: Huang Xin
Title: Director

IK HEALTHCARE MERGER LIMITED

By: /s/ Huang Xin
Name: Huang Xin
Title: Director

IK HEALTHCARE HOLDINGS LIMITED

By: /s/ Huang Xin
Name: Huang Xin
Title: Director

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SCHEDULE A

SCHEDULE B

SCHEDULE C

SCHEDULE D

SCHEDULE E

EXHIBIT A