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撥康視云™

Cloudbreak Pharma

CLOUDBREAK PHARMA INC.

撥康視雲製藥有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2592)

SHARE SUBSCRIPTION AGREEMENT

AND

ISSUE OF THE SUBSCRIPTION SHARES UNDER THE GENERAL MANDATE

THE SHARE SUBSCRIPTION AGREEMENT

On 18 June 2026 (after trading hours), the Company entered into the Share Subscription Agreement with the Investor, pursuant to which the Company shall have the right to allot and issue to the Investor, from time to time and subject to the terms of the Share Subscription Agreement, and the Investor shall subscribe for up to US\$15.00 million (equivalent to approximately HK\$117.34 million) of the Shares from the Company.

ISSUE OF THE SUBSCRIPTION SHARES UNDER THE GENERAL MANDATE

The Subscription Shares will be allotted and issued pursuant to the General Mandate granted to the Board by an ordinary resolution of the Shareholders passed at the general meeting held on 14 March 2025, under which the Board may allot, issue and deal with new Shares not exceeding 167,778,574 new Shares (representing approximately 20% of the Shares in issue immediately following the Global Offering).

The Company will make an application to the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares on the Stock Exchange.

The Subscription is subject to the fulfilment of the conditions precedent set out in the Share Subscription Agreement. As such, the Subscription may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the shares of the Company.

On 18 June 2026 (after trading hours), the Company entered into the Share Subscription Agreement with the Investor, pursuant to which the Company shall have the right to allot and issue to the Investor, from time to time and subject to the terms of the Share Subscription Agreement, and the Investor shall subscribe for up to US\$15.00 million (equivalent to approximately HK\$117.34 million) of the Shares from the Company. The Investor shall not, in any event, be required under the Share Subscription Agreement to subscribe for more than 20% of the total number of Shares in issue (i.e., 167,778,574 Shares) under the General Mandate.

THE SHARE SUBSCRIPTION AGREEMENT

The principal terms of the Share Subscription Agreement are set out below.

Date: 18 June 2026 (after trading hours)

Parties: (i) The Company; and
(ii) ARC Group International Limited

Subscription

Pursuant to the Share Subscription Agreement, the Company shall have the right to allot and issue to the Investor, from time to time and subject to the terms of the Share Subscription Agreement, and the Investor shall subscribe for up to US\$15.00 million (equivalent to approximately HK\$117.34 million) for up to 20% of the total number of Shares in issue (i.e., 167,778,574 Shares) under the General Mandate from the Company (the “**Aggregate Limit**”).

During the term of the Share Subscription Agreement and before expiration or termination of the Share Subscription Agreement, the Company may, on any Trading Day and in its sole discretion, deliver to the Investor a written notice (the “**Draw Down Notice**”) for a draw down (a “**Draw Down**”) request, including, (i) the relevant number of Subscription Shares requested to be issued to the Investor (the “**Draw Down Amount**”) in connection with a Draw Down, (ii) the exercise date of the Draw Down (the “**Draw Down Exercise Date**”), (iii) a pricing period of 15 consecutive Trading Days commencing with the first Trading Day designated in each Draw Down Notice (provided that the first Trading Day designated in any Draw Down Notice shall not be the date on which the Draw Down Notice was issued) (the “**Draw Down Pricing Period**”), (iv) a threshold price set by the Company (the “**Threshold Price**”) (v) details of bank account and (vi) the amount currently available under the Aggregate Limit in Hong Kong dollars and in Subscription Shares.

Subject to the Threshold Price set out below, the subscription price per Subscription Share (the “**Subscription Price**”) for each Draw Down will be 93% of the average closing bid price per Share of the Trading Days in the Draw Down Pricing Period, provided that, on any Trading Day during the Draw Down Pricing Period, if the closing bid price multiplied by ninety-three percent (93%) is less than the applicable Threshold Price, that day shall be excluded from the number of Trading Days relevant in arriving at the average closing bid price per Share in calculating the Subscription Price.

The Company shall, within 30 calendar days of execution of the Share Subscription Agreement (or such earlier date agreed in writing), make all necessary filings with the Stock Exchange and/or the SFC and take all steps required under applicable Listing Rules and Hong Kong law to permit the allotment and issue of the Subscription Shares to the Investor.

Draw Down Amount

Within the Aggregate Limit and subject to other terms and conditions of the Share Subscription Agreement, the maximum Draw Down Amount in total is 113,918,446 Shares (assuming the Subscription Price per Subscription Share is HK\$1.03). Nonetheless, the Draw Down Amount requested in each Draw Down Notice shall not exceed the lesser of (i) 700% of the average Daily Value Traded of the Shares on the Stock Exchange over the 15 Trading Days immediately preceding the date of the Draw Down Notice, and (ii) 6,000,000 Subscription Shares. Prior to the issue of Subscription Shares to the Investor for any Draw Down, the Investor has the option to elect to subscribe for (i) an amount less than the Draw Down Amount requested (but no less than 50% of the Draw Down Amount requested in the Draw Down Notice), and (ii) up to 200% of the Draw Down Amount requested, in each case at the Investor's sole and absolute discretion, by notifying the Company in writing.

Only one (1) Draw Down shall be allowed in the period from the commencement of a Draw Down Pricing Period to the Settlement Date (as defined below). If the closing bid price per Share on a given Trading Day in the Draw Down Pricing Period, multiplied by 93%, is less than the Threshold Price, then the total Draw Down Amount requested under the Draw Down Notice will be reduced by 1/15.

Notwithstanding the above, in no event shall the Company issue a Draw Down Notice to the extent that:

- (i) the Draw Down Amount requested in such Draw Down Notice, in aggregate with the Subscription Shares previously subscribed by the Investor under the Share Subscription Agreement, exceeds the Aggregate Limit; or
- (ii) the Draw Down Pricing Period falls into a time when the Company or its director and chief executive is in possession of unpublished inside information; or during the blackout period, which means the period of:
 - a. 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
 - b. 30 days immediately preceding the publication date of quarterly results (if any) and half-year results, or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

Subscription Price

The Company and the Investor acknowledge that the Subscription Price shall be subject to the requirements of the Listing Rules, notwithstanding that the Subscription Price is not known at the time the Draw Down Notice is delivered (at which time the Investor is irrevocably bound). Nonetheless, the Company and the Investor agree that, unless otherwise agreed between the Parties in writing, the Threshold Price for each Draw Down shall not be set at a price:

- (i) below HK\$1.03; or
- (ii) representing a discount of 20% or more to the benchmarked price of the Subscription Shares, such benchmarked price being the higher of:
 - a. the closing bid price per Subscription Share on the date of the relevant Draw Down Notice; and
 - b. the average closing bid price per Share during the five Trading Days immediately prior to the earlier of (1) the date of announcement in respect of the relevant Draw Down Notice, (2) the date of the relevant Draw Down Notice, and (3) the date on which the subscription price is fixed under the relevant Draw Down Notice, as required by Listing Rule 13.36(5).

After taking into account the Commitment Fee and assuming all the 113,918,446 Subscription Shares (being the maximum Draw Down Amount) are issued at HK\$1.03, the minimum Subscription Price of HK\$1.03 per Subscription Share represents: (i) a discount of approximately 13.73% to the closing price of HK\$1.17 per Share as quoted on the Stock Exchange on 18 June 2026, being the date of the Share Subscription Agreement; and (ii) a discount of approximately 19.25% to the average closing price of HK\$1.25 per Share as quoted on the Stock Exchange for the last five consecutive trading dates up to and including 17 June 2026, being the last trading day immediately prior to the date the Share Subscription Agreement.

The maximum net proceeds from the Subscription (after deduction of the fees and other expenses, including, among others, the professional fees) are estimated to be US\$14.51 million (equivalent to approximately HK\$113.51 million). Assuming all the Subscription Shares are issued at the minimum Subscription Price of HK\$1.03, the maximum Subscription Shares will be 113,918,446 Shares. As such, the net price per Subscription Share is estimated to be HK\$1.00.

Settlement Document

As soon as practicable after the expiration of the Draw Down Pricing Period (and in any event prior to the Settlement Date), the Investor shall deliver to the Company a written document (the “**Settlement Notice**”), which shall include (i) the final number of the Draw Down Amount, (ii) the average daily VWAP per Share during the Draw Down Pricing Period, and (iii) the subscription amount to be paid by the Investor (the “**Subscription Amount**”). Each Draw Down shall be settled on the first Trading Day after the end of each Draw Down Pricing Period, or, if the Stock Exchange has not granted its written approval for the listing of, and permission to deal in, the Shares to be issued to the Investor by the Company pursuant to the relevant Draw Down Notice as at the Settlement Date, on the Business Day immediately following the date on which such approval has been granted, (the “**Settlement Date**”).

On each Settlement Date, the Company shall issue to the Investor the relevant number of Subscription Shares and register the Investor as the registered holder of such Subscription Shares, and the Investor shall pay to the Company an amount equal to the Subscription Price multiplied by the respective Draw Down Amount, subject to the Draw Down Terms above.

Conditions Precedent to a Draw Down

The obligation of the Investor to accept a Draw Down and to subscribe and pay for the Subscription Shares pursuant to the Draw Down Notice is subject to the satisfaction or waiver, at or before each Draw Down Exercise Date and each Settlement Date, of each of the conditions set forth below (which are for the Investor's sole benefit and may be waived by the Investor at any time in its sole discretion):

- (i) the acceptance of such Draw Down and subscription of Subscription Shares being in compliance with the Listing Rules, the Codes on Takeovers and Mergers and Share Buy-backs of Hong Kong and other applicable laws, rules and regulations;
- (ii) the listing approval required for the issue of Subscription Shares under the relevant Draw Down Notice being obtained under the general mandate approved by the shareholders of the Company, and being currently subsisting and has not lapsed;
- (iii) the Shares having been admitted to trading on the Hong Kong Stock Exchange and have not been suspended for more than five (5) consecutive trading days;
- (iv) the Shares are eligible for settlement through CCASS;
- (v) the Company is not insolvent and has not taken any corporate action, nor has any legal proceeding been commenced or, to the best of its knowledge, threatened against it, for its winding-up, liquidation, dissolution, administration or similar insolvency proceedings;
- (vi) the representations and warranties made by the Company are true, accurate and not misleading in all material respects;
- (vii) there having been no material breach by the Company of all covenants and obligations by the Company as required by the Share Subscription Agreement to be performed, provided that if any such material breach is capable of remedy, the Company shall not be treated as being in material breach if (1) the Investor has given the Company written notice of the relevant breach, describing it in reasonable detail; and (2) the Company has remedied such breach to the reasonable satisfaction of the Investor within twenty (20) Business Days after receipt of such notice (or such longer period as the Investor may agree in writing); and
- (viii) no Material Change in Ownership has occurred or is reasonably expected to occur.

Commitment Fee

In consideration of the Investor's execution and delivery of the Share Subscription Agreement, the Company shall pay to the Investor in cash an amount of US\$0.30 million (equivalent to approximately HK\$2.35 million), representing 2.00% of the Aggregate Limit (the "**Commitment Fee**").

60% of the Commitment Fee shall be paid on or before the fifth (5th) Business Day after the date of the Share Subscription Agreement (or such earlier date as the Parties may agree in writing) to the Investor's designated bank account by wire transfer of immediately available funds and the remaining 40% of the Commitment Fee shall be paid on the Settlement Date in respect of the first Draw Down Notice provided by the Company and will be deducted from the respective Subscription Amount directly by the Investor.

Termination

Unless earlier terminated as provided hereunder, the Share Subscription Agreement shall terminate automatically on the earlier of:

- (i) twelve (12) months from the date of the Share Subscription Agreement;
- (ii) the date on which the Investor has paid an aggregate Subscription Amount (for its subscription of Shares) under the Share Subscription Agreement, which equals or exceeds the Aggregate Limit;
- (iii) the date as notified by the Company to the Investor of not less than five (5) Trading Days in advance and in writing, provided that there are no outstanding Draw Down Notices that have not been completed;
- (iv) the date as notified by the Investor to the Company in writing after the occurrence of a Material Change in Ownership; or
- (v) the date mutually agreed between the Parties in writing for the termination of the Share Subscription Agreement.

General Mandate

The Subscription Shares will be allotted and issued pursuant to the General Mandate. The maximum number of Subscription Shares shall be 20% of the total Shares in issue as at the date of resolution of the Shareholders granting the General Mandate as required under Listing Rule 13.36(2)(b) (i.e., 14 March 2025), which means 167,778,574 Shares as at the date of this announcement. As at the date of this announcement, no Share has been issued under the General Mandate. As such, no additional Shareholders' approval is required as the General Mandate is sufficient for the allotment and issue of the Subscription Shares under the Share Subscription Agreement.

Application for Listing

The Company will make an application to the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares on the Stock Exchange.

Filing with the CSRC

The Company shall complete the filing with the CSRC in accordance with the Trial Measures for the Administration on Overseas Securities Offering and Listing by Domestic Companies (《境內企業境外發行證券和上市管理試行辦法》), promulgated by the CSRC on 17 February 2023 and became effective on 31 March 2023, and related guidelines.

INFORMATION OF THE PARTIES

The Company

Cloudbreak Pharma Inc. is a company incorporated in the Cayman Islands with limited liability, and the Shares of which are listed on the Stock Exchange. The Company is a clinical-stage ophthalmology biotechnology company dedicated to developing innovative treatments for ophthalmic diseases through our proprietary drug discovery and development capabilities, with operations primarily based in the United States and China.

The Investor

ARC Group International Limited is a company incorporated in Hong Kong with limited liability, which is a direct wholly owned subsidiary of ARC Group Limited. ARC Group Limited is a global financial services and advisory firm with deep roots in Asia, driving excellence across investment banking, asset management, wealth management, and management consulting for over 10 years. The ultimate beneficial owner of the Investor is Mr. Abraham Dominguez Cinta.

To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, the Investor is an Independent Third Party.

REASONS FOR AND BENEFITS OF ENTERING INTO THE SHARE SUBSCRIPTION AGREEMENT AND USE OF PROCEEDS FROM THE SUBSCRIPTION

The Directors consider that the Subscription represents an opportunity to strengthen the Group's financial position by reducing the Group's liabilities, providing additional working capital to meet future development and obligations, and broadening the Shareholders' base. The Company have explored various options to raise capital and considered that the Subscription represents the most suitable and efficient financing option for the Company to further support the Group's continuous development and business growth as at the date of this announcement.

The Directors consider that the Share Subscription Agreement was determined with reference to market conditions and the prevailing market and was entered into on an arm's length basis and on normal commercial terms between the Company and the Investor and that the terms of the Agreement (including, but not limited to, the Subscription Price and the Commitment Fee) are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The maximum aggregate gross proceeds from the Subscription are expected to be US\$15.00 million (equivalent to approximately HK\$117.34 million). The maximum net proceeds from the Subscription (after deduction of the fees and other expenses, including, among others, the professional fees) are estimated to be US\$14.51 million (equivalent to approximately HK\$113.51 million). The Company shall, subject to compliance with all applicable laws and the Listing Rules, use the net proceeds from subscriptions as follows:

- (i) 36% or approximately US\$5.24 million (equivalent to approximately HK\$40.99 million) for funding the research and development of CBT-004, CBT-199, discovery of drug candidates (including the registration of patents for all drug candidates);
- (ii) 14% or approximately US\$2.00 million (equivalent to approximately HK\$15.65 million) for financing the repayment of bank loans of the Group in the PRC; and
- (iii) 50% or approximately US\$7.27 million (equivalent to approximately HK\$56.87 million) for working capital and general corporate purposes of the Company and its subsidiaries only (including payment of staff costs and other corporate expenses), subject to compliance with all applicable laws and the Listing Rules.

EFFECTS ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, the Company has 857,619,081 Shares in issue. To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the shareholding structure of the Company (i) as at the date of this announcement; and (ii) immediately upon issue of the maximum number of Shares within the Aggregate Limit, assuming that (1) the Subscription Shares are issued at HK\$1.03 (for illustrative purposes only) and (2) there is no change in the number of the Shares in issue as at the date of the Share Subscription Agreement being expired or terminated, is as follows.

Name of Shareholder	As at the date of this announcement		Immediately upon issue of the maximum number of Shares within the Aggregate Limit	
	Number of shares	Approximate % of the total number of Shares in issue	Number of shares	Approximate % of the total number of Shares in issue
Ni Jinsong	172,150,042 ¹	20.07%	172,150,042	17.72%
Leng Bing	172,150,042 ²	20.07%	172,150,042	17.72%
Bright Future Pharmaceutical Laboratories Ltd. ("Bright Future")	95,489,794 ³	11.13%	95,489,794	9.83%
Dinh Son Van	57,344,049 ⁴	6.69%	57,344,049	5.90%
Yang Rong	13,691,462 ⁵	1.60%	13,691,462	1.41%
Li Jun Zhi	32,159,599 ⁶	3.75%	32,159,599	3.31%
The Investor	—	—	113,918,446 ⁷	11.73% ⁷
Other public Shareholders	486,784,135	56.76%	486,784,135	50.10%
Total	857,619,081	100.00%	971,537,527	100.00%

Notes:

1. Ni Jinsong (“**Dr. Ni**”), the chairman of the Board, an executive Director and the chief executive officer of the Company, holds 157,992,705 Shares through Water Lily Consultants Inc., which is a company wholly owned by Dr. Ni. Dr. Ni also holds 3,900,219 Shares as the settlor and protector of The Ni Legacy Trust, whose beneficiaries are Dr Ni’s family members and charities independent of Dr. Ni. Dr. Ni is deemed to be interested in the 10,257,118 Shares held by his spouse, Ms. Leng Bing (“**Ms. Leng**”).
2. Ms. Leng holds 5,288,139 Shares and 3,624,970 Shares through Ice Tree LLC and Ice Tree Consultants, Inc., which are companies both wholly owned by Ms. Leng, respectively. Ms. Leng also holds 1,344,009 Shares by virtue of being the settlor and protector of The Leng Legacy Trust. Ms. Leng is deemed to be interested in the 161,892,924 Shares held by her spouse, Dr. Ni.
3. Bright Future is owned as to 65% by Mr. Chan Chak Yeung and as to 35% by Mr. Wong Cheong Moon.
4. Dinh Son Van (“**Mr. Dinh**”), an executive Director and the chief operating officer of the Company, holds 55,400,040 Shares through VD&TL Capital, which is a company wholly owned by Mr. Dinh. Mr. Dinh also holds 1,944,009 Shares by virtue of being settlor and protector of The Dinh Legacy Trust.
5. Yang Rong (“**Dr. Yang**”), an executive Director and the chief scientific officer of the Company, holds 13,691,462 Shares through YDD Consulting, which is a company wholly owned by Dr. Yang.
6. Li Jun Zhi, a non-executive Director, directly holds 32,159,599 Shares.
7. For illustrative purposes only. The Investor represents and warrants to the Company that on the date of the Share Subscription Agreement, on each Draw Down Exercise Date and on each Settlement Date, it is not and it shall not become as a connected person of the Company.
8. The percentages may not add up to the total due to rounding.

EQUITY FUND-RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

With the Shares listed on the Stock Exchange on 3 July 2025, the net proceeds from the Global Offering (after deduction of professional fees, underwriting commissions and other related costs and expenses incurred in connection with the Global Offering) were approximately HK\$524.6 million (the “**IPO Proceeds**”).

Reference is made to the Prospectus and the Company’s annual report for the year ended 31 December 2025, published on 31 March 2026 (the “**2025 Annual Report**”), which set out the original intended use of the IPO Proceeds (the “**Original Use of IPO Proceeds**”). Reference is also made to the Company’s announcement dated 22 May 2026 in relation to the change in the Original Use of IPO Proceeds (the “**Revised Use of IPO Proceeds**”).

The table below sets out the details of the Original Use of IPO Proceeds, the Revised Use of IPO Proceeds, the IPO Proceeds utilised and unutilised as at 31 May 2026, and the expected timeframe for utilising the unutilised IPO Proceeds.

	Amounts allocated under the Original Use of Proceeds (HK\$ million)	Amount allocated under the Revised Use of Proceeds (HK\$ million)	Amount utilised as at 31 May 2026 (HK\$ million)	Amount unutilised as at 31 May 2026 (HK\$ million)	Expected timeframe for the unutilised IPO Proceeds
To fund the continuing clinical research and development (“R&D”) activities, including costs and expenses of R&D staff and R&D activities, as well as registration filings and post-approval studies of CBT-001 and CBT-004	327.4 (solely for CBT-001)	359.2	139.5	219.7	By the end of 2027
To fund the continuing clinical R&D activities, including costs and expenses of R&D staff and R&D activities, as well as registration filings and post-approval studies of CBT-009, CBT-358 and CBT-277	144.8 (solely for CBT-009)	84.1	29.9	54.2	By the end of 2027
To fund the manufacturing facilities and commercialisation activities	28.8	28.8	28.0	0.8	By the end of 2031
Working capital and other general corporate purposes	23.6	52.5	32.8	19.7	By the end of 2026

Save as disclosed above, the Company had not conducted any equity fund-raising activities in the past twelve months immediately preceding the date of this announcement.

The Subscription is subject to the fulfilment of the conditions precedent set out in the Share Subscription Agreement. As such, the Subscription may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the shares of the Company.

DEFINITIONS

Unless the context requires otherwise, capitalised terms used in this announcement shall have the following meanings:

“Board” the board of Directors

“Business Day” a day other than a Saturday, Sunday or public holiday on which banks in Hong Kong are open for the transaction of normal business

“CCASS”	the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited
“Company”	Cloudbreak Pharma Inc.
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“CSRC”	the China Securities Regulatory Commission
“Daily Value Traded”	the product of (a) the daily trading volume of the Shares on the Stock Exchange multiplied by (b) the VWAP of the Shares on the Stock Exchange for that Trading Day, converted to US\$ at the prevailing US\$/HK\$ spot rate
“Director(s)”	the director(s) of the Company
“General Mandate”	the general mandate granted by the ordinary resolution passed at the general meeting held on 14 March 2025 to the Board to allot, issue and deal with new Shares not exceeding 20% of the total number of Shares in issue immediately following the Global Offering, that is, a total of 167,778,574 Shares
“Global Offering”	the Company’s global offering and listing on the Main Board of The Stock Exchange of Hong Kong Limited, details of which are set out in the Prospectus
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	party or parties that, to the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, is or are not a connected person or connected persons of our Company within the meaning of the Listing Rules
“Investor”	ARC Group International Limited, a company incorporated in Hong Kong with limited liability
“Listing Rule”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited

“Material Change in Ownership”	where the officers and directors of the Company own less than 5% of all issued and outstanding shares of the Company
“Person”	any natural or legal person, including, without limitation, any individual, limited liability company, corporation, partnership, association, joint-stock company, trust, unincorporated organisation, governmental entity or other entity of a similar nature
“PRC”	the People’s Republic of China, which, for the purpose of this announcement, shall exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Prospectus”	the prospectus of the Company dated 24 June 2025
“SFC”	the Securities and Futures Commission of Hong Kong
“Share(s)”	ordinary share(s) with par value of US\$0.0001 each in the share capital of the Company
“Shareholders”	holder(s) of the issued Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Share Subscription Agreement”	the conditional subscription agreement dated 18 June 2026, entered into between the Company and the Investor in relation to the Subscription
“Subscription”	the subscription of the Subscription Shares pursuant to the terms and conditions of the Share Subscription Agreement
“Subscription Share(s)”	the shares to be subscribed by the Investor pursuant to the Share Subscription Agreement
“Trading Day”	a trading day on which the Stock Exchange is open for trading and on which the Shares are available to be traded on the Stock Exchange
“US\$”	U.S. dollars, the lawful currency of the United States

“VWAP” in respect of any Trading Day, the volume weighted average price per Share for such Trading Day as reported by Bloomberg (or, if such service is not then reporting such information, by another authoritative source selected by the Investor in good faith)

“%” per cent

By order of the Board
Cloudbreak Pharma Inc.
Dr. NI, Jinsong

Chairman, Executive Director and Chief Executive Officer

Hong Kong, 18 June 2026

As at the date of this announcement, the Board comprises: (i) Dr. Ni Jinsong, Mr. Dinh Son Van and Dr. Yang Rong as executive Directors; (ii) Dr. Li Jun Zhi, Mr. Cao Xu and Mr. Xia Zhidong as non-executive Directors; and (iii) Ms. Nie Sijiang, Mr. Ma Yiu Ho Peter and Mr. Lee Alex Jao Jang as independent non-executive Directors.

* *For identification purposes only*