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Pharmaron Beijing Co., Ltd.

康龍化成(北京)新藥技術股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 3759)

PROPOSED ISSUE OF RMB2,180 MILLION USD SETTLED ZERO COUPON CONVERTIBLE BONDS DUE 2027 UNDER GENERAL MANDATE

Sole Global Coordinator, Lead Manager and Bookrunner



The Board is pleased to announce that on August 26, 2026 (after trading hours), the Company and the Manager entered into the Subscription Agreement, pursuant to which and subject to certain conditions therein, the Company has agreed to issue, and the Manager has agreed to subscribe and pay for, or to procure the Subscribers to subscribe and pay for, the Convertible Bonds in an aggregate principal amount of RMB2,180 million.

A book-building exercise has been conducted by the Manager, after which the terms of the Convertible Bonds, including but not limited to, the principal amount and the initial Conversion Price, have been determined.

The Convertible Bonds are convertible in the circumstances set out under the terms and conditions of the Convertible Bonds (the “**Terms and Conditions**”) into H Shares of the Company at an initial Conversion Price of HK\$36.08 per H Share (subject to adjustments).

The initial Conversion Price of HK\$36.08 per H Share (subject to adjustments) represents:

- (i) a premium of approximately 16.76% to the closing price of HK\$30.90 per H Share as quoted on the Hong Kong Stock Exchange on August 26, 2026 (being the Last Trading Day);

- (ii) a premium of approximately 11.41% to the average closing price of HK\$32.38 per H Share as quoted on the Hong Kong Stock Exchange for the last five consecutive trading days of the H Shares immediately preceding (but excluding) the Last Trading Day; and
- (iii) a premium of approximately 14.97% to the average closing price of HK\$31.38 per H Share as quoted on the Hong Kong Stock Exchange for the last ten consecutive trading days of the H Shares immediately preceding (but excluding) the Last Trading Day.

Based on the initial Conversion Price of HK\$36.08 per H Share and assuming Full Conversion, the Convertible Bonds will be convertible into approximately 70,478,579 new H Shares, which represents approximately:

- (i) 3.84% of the number of Shares in issue of the Company (excluding any treasury H Shares) as at the date of this announcement; and
- (ii) 3.70% of the number of Shares in issue of the Company as enlarged by the allotment and issue of the Conversion H Shares (excluding any treasury H Shares and assuming that there will be no change to the issued share capital of the Company from the date of this announcement to the Closing Date, save for the allotment and issue of the Conversion H Shares upon Full Conversion).

The gross proceeds of the Subscription are expected to be approximately US\$330.8 million. The net proceeds from the issuance of the Convertible Bonds (after deducting related fees and expenses of the issuance of the Convertible Bonds) are expected to be approximately US\$327.2 million. On such basis, the net price per Conversion H Share is approximately HK\$36.39 based on the initial Conversion Price (subject to adjustments).

The Conversion H Shares will be issued under the General Mandate and will rank *pari passu* with other H Shares then in issue on the relevant registration date. The issue of the Conversion H Shares is not subject to any further approval of the Shareholders.

The Company will apply for or cause an application to be made to (i) the Listing Committee of the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Conversion H Shares on the Hong Kong Stock Exchange; and (ii) the Vienna MTF operated by the Vienna Stock Exchange for the listing of the Convertible Bonds. The Company shall comply with the CSRC Filing Rules and complete the necessary CSRC Filings and requisite SAFE registration in connection with the Subscription.

As the completion of the Subscription is subject to the satisfaction and/or waiver of certain conditions precedent, the Subscription may or may not materialize as contemplated or at all, and may be terminated in certain circumstances. Shareholders and potential investors of the Company should exercise caution when dealing in the securities of the Company.

THE SUBSCRIPTION

References are made to the (i) circular of Pharmaron Beijing Co., Ltd. (康龍化成(北京)新藥技術股份有限公司) (the “**Company**”, together with its subsidiaries, the “**Group**”) dated May 21, 2026 (the “**Circular**”); and (ii) the poll results announcement of the Company dated June 12, 2026 (the “**Poll Results Announcement**”) in relation to, among other things, the passing of the special resolution by the Shareholders to generally and unconditionally authorize the Board or its authorized persons to allot, issue or deal with H Shares not exceeding 3.8547% of the Company’s total number of Shares in issue (excluding any treasury H Shares) as at June 12, 2026, being 70,541,793 H Shares (the “**General Mandate**”). Unless otherwise defined, capitalized terms used in this announcement shall have the same meanings as those defined in the Circular.

The Board is pleased to announce that on August 26, 2026 (after trading hours), the Company and the Manager entered into a subscription agreement (the “**Subscription Agreement**”), pursuant to which and subject to certain conditions therein, the Company has agreed to issue, and the Manager has agreed to subscribe and pay for, or to procure the Subscribers to subscribe and pay for, the Convertible Bonds in an aggregate principal amount of RMB2,180 million.

THE SUBSCRIPTION AGREEMENT

The principal terms of the Subscription Agreement are set out below:

1. Date

August 26, 2026 (after trading hours)

2. Parties to the Subscription Agreement

Issuer : The Company

Manager : The Hongkong and Shanghai Banking Corporation Limited

3. The Subscription

Subject to the satisfaction of the conditions set out below in the section headed “Conditions of the Subscription”, the Manager has agreed to subscribe and pay for, or to procure the Subscribers to subscribe and pay for, the Convertible Bonds in a principal amount of RMB2,180 million on the Closing Date.

To the best of the Directors’ knowledge, information and belief, and having made all reasonable enquiries, the Manager is not connected with the Company and its connected persons (as defined in the Listing Rules).

4. The Subscribers

The Manager has informed the Company that the Convertible Bonds will be offered to no less than six independent subscribers (who will be independent individual, corporate and/or institutional investors) (the “**Subscribers**”).

To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiries, each of the Subscribers and their respective ultimate beneficial owner(s) is an Independent Third Party.

5. Conditions of the Subscription

The obligations of the Manager to subscribe and pay for, or to procure the Subscribers to subscribe and pay for, the Convertible Bonds are conditional on, among others, the following:

Due Diligence: the Manager being satisfied with the results of its due diligence investigations with respect to the Company and its subsidiaries;

Other Contracts: the execution and delivery (on or before the Closing Date) of certain other contracts including the Trust Deed and Agency Agreement, each in a form reasonably satisfactory to the Manager, by the respective parties;

Compliance: at the Closing Date, the representations and warranties of the Company in the Subscription Agreement being true, accurate and correct at, and as if made on such date; the Company having performed all of its obligations under the Subscription Agreement to be performed on or before such date; and there having been delivered to the Manager a certificate to such effect;

Material Adverse Change: from the date of the Subscription Agreement up to and at the Closing Date, there shall not have occurred any change (nor any development or event involving a prospective change), in the condition (financial or other), business, prospects, results of operations or general affairs of the Company or of the consolidated Group, which, in the opinion of the Manager, is material and adverse in the context of the issue and offering of the Convertible Bonds;

Other consents: on or prior to the Closing Date, there shall have been delivered to the Manager copies of all filings, registrations, consents and approvals required in relation to the issue of the Convertible Bonds and the performance of its obligations under the Trust Deed, the Agency Agreement and the Convertible Bonds, including but not limited to (if necessary) the consents and approvals required from all lenders;

CSRC Filing: on or prior to the Closing Date, there shall have been delivered to the Manager the final draft or substantially complete draft of the CSRC Filings and (where applicable) the legal opinion of counsel for the Company as to the laws of the PRC in relation to the CSRC Filings, such drafts to be in form and substance reasonably satisfactory to the Manager and in compliance with the requirements of the CSRC Filing Rules;

Listing: the Hong Kong Stock Exchange having agreed to list the Conversion H Shares upon conversion of the Convertible Bonds (or the Manager being reasonably satisfied that such listing will be granted);

Process Agent: confirmation that a process agent has been appointed to receive service of process on behalf of the Company pursuant to the Subscription Agreement, the Trust Deed, the Agency Agreement and the Convertible Bonds and has accepted its appointment; and

Legal Opinions: on or before the Closing Date, there having been delivered to the Manager legal opinions, in form and substance satisfactory to the Manager, and such other resolutions, consents, authorities and documents relating to the issue of the Convertible Bonds, as the Manager may reasonably require.

The Manager may, at its discretion and upon such terms as it thinks fit, waive compliance with the whole or any part of the conditions precedent set out in the Subscription Agreement (other than the conditions precedent relating to “Other Contracts”).

6. Completion

The completion of the issue of the Convertible Bonds will take place on the Closing Date, subject to the conditions precedent above, unless the Subscription Agreement is terminated in accordance with the terms thereof.

7. Termination

Notwithstanding anything contained in the Subscription Agreement, the Manager may, by notice to the Company given at any time prior to payment of the net subscription monies for the Convertible Bonds to the Company, terminate the Subscription Agreement in any of the following circumstances:

1. if there shall have come to the notice of the Manager any breach of, or any event rendering untrue or incorrect in any respect, any of the warranties and representations contained in the Subscription Agreement or any failure to perform any of the Company’s undertakings or agreements in the Subscription Agreement;
2. if any of the conditions specified in the Subscription Agreement has not been satisfied or waived by the Manager on or prior to the Closing Date;
3. if in the sole and absolute opinion of the Manager, there shall have been, since the date of the Subscription Agreement, any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Company on any stock exchange or in any over-the-counter market) or currency exchange rates or foreign exchange controls such as would in its view, be likely to prejudice materially the success of the offering and distribution of the Convertible Bonds or dealings in the Convertible Bonds in the secondary market;

4. if, in the sole and absolute opinion of the Manager, there shall have occurred any of the following events: (i) a suspension or a material limitation in trading in securities generally on the New York Stock Exchange, the London Stock Exchange plc, the Hong Kong Stock Exchange, the Shenzhen Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (ii) a suspension or a material limitation in trading in the Company's securities on the Hong Kong Stock Exchange, the Shenzhen Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (iii) a general moratorium on commercial banking activities in the United States, the PRC, Hong Kong and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, the PRC, Hong Kong or the United Kingdom; or (iv) a change or development involving a prospective change in taxation affecting the Company, the Convertible Bonds and the H Shares to be issued upon conversion of the Convertible Bonds or the transfer thereof; or
5. if, in the sole and absolute opinion of the Manager, there shall have occurred any event or series of events (including the occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, crisis, calamity, act of terrorism, act of God or epidemic) as would in its view be likely to prejudice materially the success of the offering and distribution of the Convertible Bonds or dealings in the Convertible Bonds in the secondary market.

8. The Convertible Bonds

The principal terms of the Convertible Bonds are summarized as follows:

Issuer	:	The Company
Maturity Date	:	On or around August 31, 2027
Issue Price	:	102 per cent. of the principal amount of the Convertible Bonds
Convertible Bonds	:	RMB2,180 million USD settled zero coupon convertible bonds due 2027, convertible at the option of the holder thereof into fully paid H Shares of the Company with a nominal value of RMB1.00 each.
Interest	:	The Convertible Bonds are zero coupon and do not bear interest.

Status	:	The Convertible Bonds will constitute direct, unconditional, unsubordinated and (subject to the Terms and Conditions) unsecured obligations of the Company and shall at all times rank <i>pari passu</i> and without any preference among themselves. The payment obligations of the Company under the Convertible Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law and subject to the Terms and Conditions, at all times rank at least equally with all of its other present and future direct, unsubordinated, unconditional and unsecured obligations.
Form and denomination	:	The Convertible Bonds will be issued in registered form in the specified denomination of RMB2,000,000 each and integral multiples of RMB1,000,000 in excess thereof.
Conversion Right	:	Subject to and upon compliance with the Terms and Conditions and in accordance with the provisions of the Trust Deed, each holder of the Convertible Bonds has the right to convert any Convertible Bond into Conversion H Shares. The number of Conversion H Shares will be determined by dividing the principal amount of the Convertible Bonds to be converted by the Conversion Price in effect on the conversion date.
Conversion period	:	Subject to and upon compliance with the Terms and Conditions, each holder of the Convertible Bonds may exercise the Conversion Right attaching to any Convertible Bonds, at the option of the holder thereof, at any time after the Closing Date up to the close of business (at the place where the certificate evidencing such Convertible Bonds is deposited for conversion) on the date falling 10 working days prior to the Maturity Date (both days inclusive) or if such Bond shall have been called for redemption by the Company before the Maturity Date, then up to and including the close of business (at the place aforesaid) on a date no later than 10 working days (both days inclusive and at the place aforesaid) prior to the date fixed for redemption thereof; provided that no Conversion Right may be exercised in respect of a Convertible Bond where the holder shall have exercised its right to require the Company to redeem or repurchase such Convertible Bond pursuant to Terms and Conditions (both dates inclusive); provided further that the Conversion Right is exercised subject to any applicable fiscal or other laws or regulations or as hereafter provided in the Terms and Conditions.

Conversion Price : The price at which Conversion H Shares will be issued upon conversion will initially be HK\$36.08 per H Share but will be subject to adjustments for (i) consolidation, subdivision or re-classification, (ii) capitalization of profits or reserves, (iii) capital distributions, (iv) rights issues of Shares or options over Shares at less than 95% of the Current Market Price (as defined in the Terms and Conditions) per H Share, (v) rights issues of other securities, (vi) issues at less than 95% of the Current Market Price per H Share, (vii) other issues at less than 95% of the Current Market Price per H Share, (viii) modification of rights of conversion etc. at less than 95% of the Current Market Price per H Share, (ix) other offers to holders of H Shares, and (x) other dilutive events, as further described in the Terms and Conditions.

If a Change of Control shall have occurred, the Company shall give notice of that fact to the Bondholders (the “**Change of Control Notice**”), after which, upon any exercise of Conversion Rights such that the relevant conversion date in respect of a Convertible Bond (the “**Conversion Date**”) falls within the period of 30 days following the later of (i) the occurrence of the relevant Change of Control and (ii) the date on which the Change of Control Notice is given to Bondholders (such period, the “**Change of Control Conversion Period**”), the Conversion Price shall be adjusted in accordance with the following formula:

$$\text{NCP} = \text{OCP} / (1 + (\text{CP} \times \text{c} / \text{t}))$$

Where:

“**NCP**” is the Conversion Price after such adjustment

“**OCP**” is the Conversion Price before such adjustment. For the avoidance of doubt, OCP for the purposes of this adjustment shall be the Conversion Price applicable on the relevant Conversion Date in respect of any conversion pursuant to this adjustment

“**CP**” is the conversion premium of 16.76%, expressed as a fraction

“**c**” is the number of days from and including the first day of the Change of Control Conversion Period to but excluding the Maturity Date; and

“**t**” is the number of days from and including the Closing Date to but excluding the Maturity Date

provided that the Conversion Price shall not be reduced pursuant to this adjustment below the level permitted by applicable laws and regulations from time to time (if any).

- Ranking of the Conversion H Shares : The Conversion H Shares will, on issuance, be free from all liens, charges and encumbrances, and together with all rights attaching thereto as at the date of issue of the Conversion H Shares, including the right to receive all dividends declared, made or paid on or after the date of issue of the Conversion H Shares. The Conversion H Shares upon issuance will rank *pari passu* with the other existing H Shares in issue on the relevant registration date.
- Redemption at maturity : Unless previously redeemed, converted or purchased and cancelled as provided in the Terms and Conditions, the Company will redeem each Convertible Bond at the USD Equivalent of its outstanding principal amount on the Maturity Date.
- Redemption at the option of the Company : The Company may, having given not less than 30 nor more than 60 days' notice (an "**Optional Redemption Notice**") to the Bondholders, the Trustee and the Principal Agent (which notice will be irrevocable), redeem all but not only some of the Convertible Bonds for the time being outstanding at the USD Equivalent of their principal amount as at the relevant redemption date:
- (a) at any time after October 2, 2026 but prior to the Maturity Date, provided that no such redemption may be made unless the closing price of an H Share (translated into Renminbi at the prevailing rate applicable to each H Share Stock Exchange Business Day) for any 15 H Share Stock Exchange Business Days within a period of 30 consecutive H Share Stock Exchange Business Days, the last of such H Share Stock Exchange Business Day shall occur not more than 10 days prior to the date upon which notice of such redemption is given, was, for each such 15 H Share Stock Exchange Business Days, at least 120 per cent. of the Conversion Price then in effect (translated into Renminbi at a fixed exchange rate). If there shall occur an event giving rise to a change in the Conversion Price during any such 30 consecutive H Share Stock Exchange Business Day period, appropriate adjustments for the relevant days approved by an independent financial advisor shall be made for the purpose of calculating the closing price of the H Shares for such days; or
 - (b) if at any time the aggregate principal amount of the Convertible Bonds outstanding is less than 10 per cent. of the aggregate principal amount originally issued (including any Convertible Bonds further issued pursuant to the Terms and Conditions).

Redemption for Taxation : At any time the Company may, having given not less than 30 nor more than 60 days' notice to the Trustee, the Principal Agent and the Bondholders (which notice shall be irrevocable) redeem all but not some only of the Convertible Bonds at the USD Equivalent of their principal amount as at the date fixed for redemption, if the Company satisfies the Trustee immediately prior to the giving of such notice that (i) the Company has or will become obliged to pay additional tax amounts as provided for or referred to in the Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of the PRC or Hong Kong or, in each case, any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after August 26, 2026, and (ii) such obligation cannot be avoided by the Company taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such additional tax amounts were a payment in respect of the Convertible Bonds then due. If the Company exercises its tax redemption right, each Bondholder will have the right to elect that its Convertible Bonds shall not be redeemed. Upon a Bondholder electing not to have its Convertible Bonds redeemed in such circumstances, no additional tax amounts shall be payable in respect thereof and any payments due after the relevant date of redemption shall be subject to any deduction, or withholding of any taxation required to be deducted or withheld, as further described in the Terms and Conditions.

Redemption for Relevant : Following the occurrence of a relevant event (each, a
Event **“Relevant Event”**), being:

- (a) a Change of Control in the Company;
- (b) when the H Shares cease to be listed or admitted to trading on the Hong Kong Stock Exchange; or
- (c) the suspension in trading of the H Shares for a period of 30 consecutive H Share Stock Exchange Business Days.

The holder of each Convertible Bond will have the right at such holder's option, to require the Company to redeem all or some only of such holder's Convertible Bonds on the Relevant Event put date at the USD equivalent amount of their principal amount.

Negative Pledge : So long as any Convertible Bond remains outstanding (as defined in the Trust Deed), the Company will not create or permit to subsist, and the Company will procure that none of its subsidiary will create, or have outstanding, any mortgage, charge, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its undertaking, assets or revenues (including any uncalled capital), present or future, to secure any Investment Securities or to secure any guarantee of or indemnity in respect of any Investment Securities unless, at the same time or prior thereto according to the Convertible Bonds the same security as is created or subsisting to secure any such Investment Securities, guarantee or indemnity or such other security as shall be approved by an extraordinary resolution of the Bondholders.

9. The Conversion Price and Conversion H Shares

The initial Conversion Price of HK\$36.08 per H Share (subject to adjustments) represents:

- (i) a premium of approximately 16.76% to the closing price of HK\$30.90 per H Share as quoted on the Hong Kong Stock Exchange on August 26, 2026 (being the Last Trading Day);
- (ii) a premium of approximately 11.41% to the average closing price of HK\$32.38 per H Share as quoted on the Hong Kong Stock Exchange for the last five consecutive trading days of the H Shares immediately preceding (but excluding) the Last Trading Day; and
- (iii) a premium of approximately 14.97% to the average closing price of HK\$31.38 per H Share as quoted on the Hong Kong Stock Exchange for the last ten consecutive trading days of the H Shares immediately preceding (but excluding) the Last Trading Day.

The initial Conversion Price was determined after arm's length negotiations between the Company and the Manager with reference to the prevailing market price of the H Shares and with reference to the capital market conditions.

Based on the initial Conversion Price of HK\$36.08 per H Share and assuming Full Conversion, the Convertible Bonds will be convertible into approximately 70,478,579 new H Shares, which represents approximately:

- (i) 3.84% of the number of Shares in issue of the Company (excluding any treasury H Shares) as at the date of this announcement; and
- (ii) 3.70% of the number of Shares in issue of the Company as enlarged by the allotment and issue of the Conversion H Shares (excluding any treasury H Shares and assuming that there will be no change to the issued share capital of the Company from the date of this announcement to the Closing Date, save for the allotment and issue of the Conversion H Shares upon Full Conversion).

LOCK-UP UNDERTAKING

Neither the Company nor any person acting on its behalf will (a) issue, offer, sell, contract to sell, pledge, encumber or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Convertible Bonds or the Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Convertible Bonds, the Shares or securities of the same class as the Convertible Bonds, the Shares or other instruments representing interests in the Convertible Bonds, the Shares or other securities of the same class as them, (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares, (c) enter into any transaction with the same economic effect as, or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Shares or other securities, in cash or otherwise or (d) announce or otherwise make public an intention to do any of the foregoing, in any such case without the prior written consent of the Manager between the date of the Subscription Agreement and the date which is 90 days after the Closing Date (both dates inclusive); except for (i) the Convertible Bonds and the Conversion H Shares, or (ii) any Shares or other securities (including rights or options) which are issued, offered, exercised, allotted, appropriated, modified or granted to, or for the benefit of employees (including directors) of the Company or any of its subsidiaries pursuant to any share scheme which is in compliance with the Listing Rules. For the purposes of this undertaking, “**Shares**” means (i) the H Shares; (ii) the A Shares and (iii) any other fully-paid and non-assessable shares of any class or classes of the ordinary shares of the Company authorised after the date of the Subscription Agreement which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Company.

USE OF PROCEEDS

The gross proceeds of the Subscription are expected to be approximately US\$330.8 million. The net proceeds from the issuance of the Convertible Bonds (after deducting related fees and expenses of the issuance of the Convertible Bonds) are expected to be approximately US\$327.2 million. On such basis, the net price per Conversion H Share is approximately HK\$36.39 based on the initial Conversion Price (subject to adjustments).

The Company intends to use its net proceeds from the issue of the Convertible Bonds as set out below:

- 1) approximately 70% (or approximately US\$229.04 million) for supporting the expansion and development of the Group’s business;
- 2) approximately 20% (or approximately US\$65.44 million) for refinancing certain existing indebtedness of the Group and optimize its capital structure; and
- 3) approximately 10% (or approximately US\$32.72 million) for general corporate purposes and as working capital.

EFFECT ON SHAREHOLDING STRUCTURE OF THE COMPANY

The table below sets out a summary of the shareholdings in the Company (i) as at the date of this announcement and (ii) upon Full Conversion (assuming that there will be no change to the issued share capital of the Company from the date of this announcement to the Closing Date, save for the allotment and issue of the Conversion H Shares upon Full Conversion):

Shareholders	As at the date of this announcement			Immediately after Full Conversion		
	<i>Class of Shares</i>	<i>Number of Shares</i>	<i>Approximate % of the total issued share capital</i>	<i>Class of Shares</i>	<i>Number of Shares</i>	<i>Approximate % of the total issued share capital</i>
Holders of A Shares	A Shares	1,477,305,741	80.49%	A Shares	1,477,305,741	77.51%
Our core connected persons holding A Shares	A Shares	519,713,283	28.32%	A Shares	519,713,283	27.27%
Dr. LOU Boliang <i>(Note 1)</i>	A Shares	321,883,550	17.54%	A Shares	321,883,550	16.89%
Mr. LOU Xiaoqiang <i>(Note 1)</i>	A Shares	321,883,550	17.54%	A Shares	321,883,550	16.89%
Ms. ZHENG Bei <i>(Note 1)</i>	A Shares	321,883,550	17.54%	A Shares	321,883,550	16.89%
Ms. LI Lihua	A Shares	75,000	0.004%	A Shares	75,000	0.004%
CITIC Securities Co. Ltd. <i>(Note 2)</i>	A Shares	197,754,733	10.77%	A Shares	197,754,733	10.38%
Other holders of A Shares	A Shares	957,592,458	52.17%	A Shares	957,592,458	50.24%
Holders of H Shares <i>(Note 3)</i>	H Shares	358,111,057	19.51%	H Shares	428,589,636	22.49%
Holders of existing H Shares	H Shares	358,111,057	19.51%	H Shares	358,111,057	18.79%
Bondholders	—	—	—	H Shares	70,478,579	3.70%
Total <i>(Note 4)</i>	—	1,835,416,798	100.00%	—	1,905,895,377	100.00%

Notes:

- (1) As of the date of this announcement, Pharmaron Holdings Limited directly held 180,496,500 A Shares, and is held as to 76.76% by Dr. LOU Boliang both directly and through his wholly-owned corporation.

As of the date of this announcement, Mr. LOU Xiaoqiang directly held 60,540,050 A Shares and Ningbo Longtaikang Investment Management Co., Ltd. directly held 40,135,026 A Shares. Ningbo Longtaikang Investment Management Co., Ltd. is wholly-owned by Mr. LOU Xiaoqiang.

As of the date of this announcement, Ms. ZHENG Bei directly held 15,750,000 A Shares and Beihai Duotai Venture Capital Co., Ltd., which is wholly owned by Ms. ZHENG Bei, directly held 21,956,986 A Shares.

As of the date of this announcement, Anyi Longtai Zhongxin Enterprise Management Partnership (Limited Partnership) directly held 3,004,988 A Shares, the general partner of which is Ms. ZHENG Bei.

Dr. LOU Boliang, Mr. LOU Xiaoqiang and Ms. ZHENG Bei have entered into a voting rights agreement on October 19, 2018 (which formalizes their pre-existing voting arrangement), pursuant to which they have agreed to reach consensus on any proposal presented to the Board and the general meeting of the shareholders of the Company for voting (the “**Voting Agreement**”). Pursuant to the Voting Agreement, Dr. LOU Boliang, Mr. LOU Xiaoqiang and Ms. ZHENG Bei are concert parties and they are deemed to be interested in each other’s interests in our Company under the Securities and Futures Ordinance.

Mr. LOU Xiaoqiang and Ms. ZHENG Bei are spouses.

For the foregoing reasons, as of the date of this announcement, the aggregate interests of Dr. LOU Boliang, Mr. LOU Xiaoqiang and Ms. ZHENG Bei in the Company are 321,883,550 A Shares.

- (2) Shenzhen Xinzhong Kangcheng Investment Partnership (Limited Liability Partnership) (深圳市信中康成投資合夥企業(有限合夥)) (“**Shenzhen Xinzhong Kangcheng**”) directly held 197,754,733 A Shares. To the best knowledge of the Company, the general partner of Shenzhen Xinzhong Kangcheng is CITIC Buyout Fund Management Company Limited (中信併購基金管理有限公司) (“**CITIC Fund**”). Shenzhen Xinzhong Kangcheng is held as to 50.16% by CITIC Buyout Investment Fund (Shenzhen) (Limited Partnership) (中信併購投資基金(深圳)合夥企業(有限合夥)) (“**CITIC Fund Shenzhen**”) as a limited partner, the general partner of which is CITIC Fund. CITIC Fund is wholly-owned by CITIC Goldstone Investment Co., Ltd (中信金石投資有限公司), which is in turn wholly-owned by CITIC Securities Co. Ltd. (“**CITIC Securities**”), a company listed on the Hong Kong Stock Exchange (stock code: 6030).
- (3) The number of treasury H Shares, being 1,866,830 as of the date of this announcement, is not included.
- (4) Certain amounts and percentage figures have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures preceding them.

Assuming Full Conversion, the registered capital and total number of the Shares (including treasury H Shares) of the Company will be changed to RMB1,907,762,207 and 1,907,762,207 Shares, respectively.

To the best of the Directors’ knowledge, information and belief, the Company will maintain sufficient public float upon the Full Conversion.

REASONS FOR AND BENEFITS OF THE CONVERTIBLE BONDS

The Board considers that the issue of the Convertible Bonds represents an opportunity to obtain a pool of readily available funds that can better support business expansion of the Company in the long run. The Board currently intends to use the funds as mentioned above and considers it will facilitate the overall development and expansion of the Group.

The Directors (including the independent non-executive Directors) consider that the initial Conversion Price and the terms and conditions of the Subscription Agreement are fair and reasonable, and the issue of the Convertible Bonds is made on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

GENERAL MANDATE TO ISSUE THE CONVERSION H SHARES

As disclosed in the Circular and Poll Results Announcement, the grant of the General Mandate was approved by the Shareholders at the 2025 AGM held on June 12, 2026. Up to the date of this announcement, no H Shares have been issued by the Company under the General Mandate. As such, as at the date of this announcement, the number of new H Shares that can be issued by the Company under the General Mandate is 70,541,793 H Shares.

Based on the initial Conversion Price of HK\$36.08 per H Share and assuming Full Conversion, the Convertible Bonds will be convertible into approximately 70,478,579 Conversion H Shares. The Conversion H Shares will be issued pursuant to the General Mandate and no further approval from the Shareholders will be required.

EQUITY FUND RAISING ACTIVITIES BY THE COMPANY OVER THE PAST 12 MONTHS

References are made to the Company's announcements dated January 15, 2026 and January 22, 2026, in relation to the Company's placing of an aggregate of 58,440,762 new H Shares at the price of HK\$22.82 per H Share on January 22, 2026 (the "**Placing**"). The net proceeds from the Placing were approximately HK\$1,318.7 million. For details of the Company's use of proceeds from the Placing, please refer to the Company's interim results announcement dated August 20, 2026. The table below sets forth a detailed breakdown of use of the net proceeds from the Placing as of June 30, 2026:

Use of proceeds	% of allocation of net proceeds	Allocation of net proceeds (RMB million)	Utilized amount as at June 30, 2026 (RMB million)	Unutilized net proceeds as at June 30, 2026 (RMB million)	Expected timeline for utilizing the net proceeds
The Company's project development to enhance the capabilities and production capacity of its laboratory services, drug process development and manufacturing facilities	70%	829.2	487.8	341.4	Expected to be fully utilized by December 31, 2026
Repaying bank loans and other borrowings, in order to optimise the Company's capital structure	10%	118.5	118.5	–	Fully utilized by June 30, 2026
Supplementing the working capital and for other general corporate purposes	20%	236.8	236.8	–	Fully utilized by June 30, 2026
Total	100%	1,184.5	843.1	341.4	

Save as disclosed above, the Company did not conduct any equity fund raising activities during the 12 months immediately preceding the date of this announcement.

APPLICATION FOR LISTING

The Company will apply for or cause an application to be made to (i) the Listing Committee of the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Conversion H Shares on the Hong Kong Stock Exchange; and (ii) the Vienna MTF operated by the Vienna Stock Exchange for the listing of the Convertible Bonds.

FILING WITH THE RELEVANT AUTHORITIES

After completion of the Subscription, the Company will obtain an approval from all relevant government departments and/or regulatory authorities (if applicable) in accordance with the applicable laws, including the CSRC Filings and requisite SAFE registration.

As the completion of the Subscription is subject to the satisfaction and/or waiver of certain conditions precedent, the Subscription may or may not materialize as contemplated or at all, and may be terminated in certain circumstances. Shareholders and potential investors of the Company should exercise caution when dealing in the securities of the Company.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

“2025 AGM”	the 2025 annual general meeting of the Company held on June 12, 2026
“A Shares”	the ordinary domestic share(s) of the Company with nominal value of RMB1.00 listed on the Shenzhen Stock Exchange
“Agency Agreement”	the paying, conversion and transfer agency agreement in respect of the Convertible Bonds to be entered into between the Company, the Trustee, the Principal Agent and the Registrar
“Board”	the board of Directors of the Company
“Bondholder(s)”	holder(s) of the Convertible Bond(s) from time to time
“Change of Control”	(a) the Founding Individuals, collectively, together with any voting rights controlled directly or indirectly by the Founding Individuals, including through any voting proxy arrangement and/or acting-in-concert agreement, ceases to be the single largest holder of voting rights in the Company; (b) other than Founding Individuals, any person or persons, acting together, acquires control of the Company if such person or persons does not or do not have, and would not be deemed to have, control of the Company on the Issue Date; (c) the Company consolidates with or merges into or sells or transfers all or substantially all of the Company’s assets to any other person, unless the consolidation, merger, sale or transfer will not result in an event specified in (b) above with respect to the Company or the successor entity; or (d) one or more other persons acquires the legal or beneficial ownership of all or substantially all of the Company’s registered share capital

“Closing Date” or “Issue Date”	September 2, 2026, or such later date, not being later than September 16 2026, as the Company and the Manager may agree
“Conversion H Share(s)”	the H Share(s) to be issued upon conversion of the Convertible Bonds pursuant to the Trust Deed
“Conversion Price”	the price per Conversion H Share (subject to adjustment) at which the Convertible Bonds may be converted into the H Shares
“Conversion Right”	the right of a Bondholder to convert any Convertible Bond into H Shares
“Convertible Bond(s)”	RMB2,180 million USD settled zero coupon convertible bonds due 2027 convertible at the option of the holder thereof into fully paid H Shares at the initial Conversion Price of HK\$36.08 per H Share
“CSRC”	the China Securities Regulatory Commission
“CSRC Filing Rules”	the Trial Administrative Measures of 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) and supporting guidelines issued by the CSRC on February 17, 2023 and became effective on March 31, 2023, as amended, supplemented or otherwise modified from time to time
“CSRC Filings”	the CSRC filing report in relation to the Subscription (including any amendments, supplements and/or modifications thereof) and any relevant supporting materials (including, but not limited to, the PRC legal opinion to be issued by the counsel for the Company on the PRC laws, where applicable) to be filed with the CSRC pursuant to the applicable requirements under the CSRC Filing Rules
“Directors”	the director(s) of the Company
“Founding Individual(s)”	Dr. LOU Boliang, Mr. LOU Xiaoqiang and Ms. ZHENG Bei, each of them an executive Director, as well as each of their respective affiliated holders
“Full Conversion”	full conversion of the Convertible Bonds at the initial Conversion Price per H Share
“H Share(s)”	the overseas-listed foreign share(s) in the share capital of the Company with a nominal value of RMB1.00 each
“H Share Stock Exchange Business Day”	any day (other than a Saturday or Sunday) on which the Hong Kong Stock Exchange or the alternative stock exchange (as the case may be) is open for the business of dealing in securities

“HKD”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Independent Third Party”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third parties independent of the Company and the connected persons of the Company in accordance with the Listing Rules
“Investment Securities”	any present or future indebtedness incurred outside the PRC in the form of, or represented by, bonds, debentures, notes, loan stock, bearer participation certificates, depositary receipts, certificates of deposit or other investment securities which represent indebtedness and are for the time being, or are intended to be or capable of being, quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market
“Last Trading Day”	August 26, 2026, being the last full trading day in the H Shares on which the Subscription Agreement was signed
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Manager”	The Hongkong and Shanghai Banking Corporation Limited
“Maturity Date”	the date on or around August 31, 2027
“PRC”	the People’s Republic of China, excluding for the purpose of this announcement, Hong Kong, Macau Special Administrative Region and Taiwan
“Principal Agent”	The Hongkong and Shanghai Banking Corporation Limited
“Registrar”	The Hongkong and Shanghai Banking Corporation Limited
“Renminbi”	Renminbi, the lawful currency of the PRC
“SAFE”	State Administration of Foreign Exchange of the PRC
“Shareholders”	the holders of the Shares
“Shares”	the H Shares and the A Shares

“Subscription”	the issue and subscription of the Convertible Bonds pursuant to the Subscription Agreement
“Trust Deed”	The trust deed constituting the Convertible Bonds to be entered into between the Company and the Trustee on or around the Issue Date
“Trustee”	The Hongkong and Shanghai Banking Corporation Limited
“United States”	the United States of America
“USD”, “US\$” or “US Dollar(s)”	US dollar(s), the lawful currency of the United States
“USD Equivalent”	in respect of a Renminbi-denominated amount due under the Convertible Bonds, the US Dollar amount converted from the relevant Renminbi amount pursuant to the Terms and Conditions
“%”	percentage

By order of the Board
Pharmaron Beijing Co., Ltd.
康龍化成(北京)新藥技術股份有限公司
Dr. Lou Boliang
Chairman

Beijing, the PRC
August 27, 2026

As at the date of this announcement, the Board of Directors comprises Dr. LOU Boliang, Mr. LOU Xiaoqiang and Ms. ZHENG Bei as executive Directors; Mr. LI Shing Chung Gilbert as employee representative Director; Ms. WAN Xuan as non-executive Director; Ms. LI Lihua, Prof. TSANG King Fung and Ms. SHEN Rong as independent non-executive Directors.