

JUNHE

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24 June 2025

CCB International Capital Limited ("CCBI")

12/F, CCB Tower 3 Connaught Road Central Central, Hong Kong

Huatai Financial Holdings (Hong Kong) Limited ("Huatai")

62/F, The Center 99 Queen's Road Central Hong Kong

as Joint Sponsors, in the case of CCBI and Huatai, and as the Overall Coordinators and the Joint Global Coordinators on behalf of the several Hong Kong Underwriters (as defined below) (the "Hong Kong Underwriters"), in the case of CCBI and Huatai (the "Addressees")

Re: Cloudbreak Pharma Inc

Ladies and Gentlemen:

Cloudbreak Pharma Inc (the "Company", and together with its subsidiaries, the "Group") has requested us to conduct a due diligence review on certain intellectual property matters regarding the Group. We are providing this letter pursuant to Part A of Schedule 3 to the Hong Kong Underwriting Agreement dated 23 June 2025 (the "Underwriting Agreement") among the Company, the Single Largest Shareholder and you, as the representatives of the several underwriters named thereon (the "Underwriters") in connection with the proposed initial public offering of the Company on the main board of the Hong Kong Stock Exchange (the "Offering"). We act as special patent counsel to the Company and our representation has been limited to matters individually referred to us by the Company. There may be patent and related matters involving or impacting the Company of which we are unaware.

In connection with this letter, we have reviewed the statements included in the Hong Kong Prospectus dated 24 June 2025 (the "Prospectus") related to the patents and patent applications listed in the section headed "Business-Intellectual Property -Overview" (the "Company Patents"), which are made in the sections headed "Risk Factors—Risks Relating to Intellectual Property Rights", "Business—Intellectual Property" and "Appendix V—Statutory and General Information—B. Further Information about the Business of Our Group—2. Intellectual Property Rights—(c) Patents") (including, but not limited to, the Company's and its subsidiaries' patents and patent applications, statutes relating to patents and legal and governmental proceedings, contracts and other documents relating to the Company's and its subsidiaries' patents and patent applications) (collectively, the "Patent Statements"). Except with respect to the Patent Statements and providing assistance to the Company and/or the Joint Sponsors in providing responses to the comments from the Stock Exchange of Hong Kong Limited (the "HKEx") or the Hong Kong Securities and Futures Commission (the "SFC") with respect to the Patent Statements, we did not participate in the preparation of the Prospectus, and we have not been consulted to advise on any other part of the Prospectus. We have limited our review of the Prospectus to the Patent Statements.

Except to the extent of our opinions set forth in paragraphs A to F below, we are not passing upon and we assume no responsibility for the accuracy, completeness or fairness of the statements contained in or incorporated by reference into the Prospectus.

Capitalized terms used herein that are not otherwise defined shall have the meanings assigned to them in the Underwriting Agreement.

Based on the foregoing and subject to the assumptions, qualifications, limitations and exceptions as stated in this letter, we advise you that:

- A. Nothing has come to our attention causing us to believe that any Patent Statements contain any untrue statement of material fact or fail to state any material fact necessary to make the statements therein not misleading, and, to our knowledge, all such statements are accurate and complete and present fairly the information therein.
- B. To our knowledge, the Company and its subsidiaries own, possess and have clear title to the Company Patents, and such title, rights and any interests therein are free of any lien, encumbrance or security interests of any nature whatsoever for the benefit of a third party. To our knowledge, other than as described in the Prospectus, the Company and its subsidiaries have the exclusive right to commercialize, exploit and use the Company Patents, and no third party has any ownership right in or to any of the Company Patents. To our knowledge, all material applicable fees, surcharges and administrative procedures in relation to the registration, maintenance and renewal of the Company Patents have been duly and properly paid and proceeded.
- C. To our knowledge, other than as described in the Prospectus, there is no actual, pending, or threatened claim, action, suit or legal, regulatory or governmental proceeding, investigation, against the Company or any of its subsidiaries alleging that the Company or any of its subsidiaries has infringed,

misappropriated or otherwise violated any intellectual property rights of any third party. We have not become aware of any facts causing us to believe that the current or planned development and commercialization of the Company's and its subsidiaries' clinical-stage candidates (i.e., CBT-001, CBT-006, CBT-009, and CBT-004, the "Clinical-stage Candidates"), as described in the Prospectus, would infringe, in any form, any issued patents of any third party, and we are unaware of any facts which would form a reasonable basis for a claim of any such infringement (it being understood that the opinion in this paragraph C is made without giving effect to any exemption under U.S. patent law or analogous foreign law to which the Company may be entitled (e.g., 35 U.S.C. Section 271(e)(1))). To our knowledge, the Company and its subsidiaries have not in respect of any patent received any notice of infringement of or conflict with any asserted patent rights of others. Based on information provided by Company, there are no infringements by others of any of the Company Patents, and we are unaware of any facts which would form a reasonable basis for a claim of any such infringement.

- D. To our knowledge, (a) there are no material defects of form in the preparation or filing of the Company Patents that are expected to result in invalidity or abandonment of Company patents with no remedial measures, (b) the Company's and its subsidiaries' patent applications that are material to the Clinical-Stage Candidates, technology platforms, and the overall business of the Company as described in the Prospectus are being diligently prosecuted, and (b) each of the Company and its subsidiaries, as the case may be, is listed on the records of the China National Intellectual Property Administration and United States Patent and Trademark Office as the sole applicant or patentee.
- E. We have not become aware of any facts causing us to believe that the claims of the issued, unexpired patents included in the Company Patents are invalid or unenforceable. We have not become aware of any fact with respect to the patent applications of the Company or its subsidiaries presently on file that would preclude the issuance of patents with respect to such applications except that the patent applications are subject to the examination by the applicable patent agencies.
- F. To our knowledge, other than as described in the Prospectus, no claim, action, suit or proceeding (including any interference, post grant reexamination, derivation, inter partes review, post grant review, opposition or other judicial or administrative proceeding) pertaining to the validity, enforceability or scope of any patents owned by the Company or any of its subsidiaries has been threatened or declared.

The opinions expressed herein are also subject to the following assumptions, limitations, qualifications and exceptions:

- (a) As to matters of fact, we have assumed the authenticity and validity of all records furnished to us by the Company and the information and certificates from various public officials, and we have not made any independent investigation or verification of such authenticity and validity of such records, information and certificates.
- (b) Whenever our opinions herein are qualified by the phrase "to our knowledge", or "known to us" or similar phrases, the relevant knowledge is limited to the current actual knowledge after due inquiry of those attorneys presently in our firm who have performed substantive legal services for the Company in connection with this opinion.
- (c) Except for the issuance of a separate intellectual property due diligence report on 19 June 2025 and our investigation in connection therewith, and except for our discussions with the Company and our review of documents provided by the Company and/or its legal or other professional advisors in connection with this Offering, we have not made any independent investigation with respect to the legal status of the Company Patents, whether any of the Company Patents covers the Company's or its subsidiaries' Clinical-Stage Candidates as described in the Prospectus, whether the pending claims that cover the Company's or its subsidiaries' Clinical-Stage Candidates in the patent applications of the Company Patents are assured to be granted, and whether any third party intellectual property rights constitute a hindrance for the manufacture, importation, use or sale of the Company's and its subsidiaries' Clinical-Stage Candidates as described in the Prospectus.
- (d) The opinions expressed herein represent our reasonable judgment as to the matter of law addressed herein, based upon the facts presented, and are not, and shall not be construed as, a guarantee.
- (e) In acting as patent counsel to the Company, we have not been involved with the prosecution of the Company Patents. Any opinions set forth in this letter are limited to the patent laws of the People's Republic of China and the patent laws of the United States, to the extent that the same may apply to or govern such matters addressed herein.

This letter is provided to you in your capacity as the Joint Sponsors or the representatives of the Underwriters under the Underwriting Agreement and is solely for the benefit of the Joint Sponsors and the Underwriters in connection with the Offering. This letter may not be relied upon by you or the Underwriters for any other purpose. This letter may also not be provided to or relied upon by any other person or entity for any purpose, including, without limitation, any person or entity that acquires any securities of the Company from any of the Underwriters without our prior written consent; notwithstanding these limitations, this letter can properly be used, disclosed and furnished to others without our prior written consent (i) as may be required by laws

or regulations or for the purpose of responding to requests to a subpoena, order, requirement or request to review this letter by governmental, regulatory, self-regulatory or judicial authorities (including the HKEx or the SFC), (ii) in connection with any legal or regulatory proceeding or investigation arising out of the Offering, *provided* that JunHe LLP Shanghai Office and Jun He Law Offices P.C. are given written notice in advance to the extent permitted by applicable laws; and (iii) to the Addressees' officers, affiliates, agents, auditors or legal or other professional advisors.

This letter is limited to the matters expressly set forth herein, and no opinion has been implied, or may be inferred, beyond the matters expressly stated.

This letter is based on the law and facts as of the date hereof and we undertake no obligation or responsibility to update or supplement this letter to reflect any facts, circumstances, or changes in the law that may later occur or come to our attention.

(Signature Page to Follow)



Very truly yours,

JunHe LLP Shanghai Office

Jun He Law Offices P.C.

Jun He Law Offices P.C.