

**NI JINSONG**

**and**

**CLOUDBREAK PHARMA INC.**

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**EXECUTIVE DIRECTOR  
SERVICE AGREEMENT**

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**14 March 2025**

## **EXECUTIVE DIRECTOR SERVICE AGREEMENT**

**THIS AGREEMENT** is dated 14 March 2025

### **BETWEEN**

- (1) **CLOUDBREAK PHARMA INC.**, a company incorporated and existing under the laws of Cayman Islands, whose registered office is at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands, principal place of business and head office in the U.S. at 8921 Research Drive, Irvine, CA 92618, United States, and principal place of business in Hong Kong at Unit 2308, 23/F, Lippo Centre Tower 1, 89 Queensway, Hong Kong (the "***Company***"); and
- (2) **NI JINSONG**, holder of USA passport number A03559232, of 6142 Wycliffe Cir Reno, NV 89519-7346 USA (the "***Executive Director***").

### **RECITAL**

The Company has agreed to employ the Executive Director, and the Executive Director has agreed to serve as an executive director of the Company, on the terms and conditions set out herein.

**NOW IT IS AGREED** as follows:-

#### **1. INTERPRETATION**

- 1.1 In this Agreement, the following words and expressions shall have the following meanings:-

***"Articles"***

means the articles adopted by the Company from time to time;

***"associate"***

has, in respect of the Executive Director, the meaning given to it in the Listing Rules;

***"Board"***

means the board of directors of the Company from time to time;

***"close associate"***

has, in respect of the Executive Director, the meaning given to it in the Listing Rules;

***"Commencement Date"***

means the date on which dealings in the shares of the Company first commence on the Main Board of the Stock Exchange;

***"Communication"***

means any notice, claim, demand, court process or other communication under this Agreement;

***"Company Policy"***

means any rules, regulations, policies and procedures applicable to the Executive Director that are adopted by any member of the Group from time to time;

***"Employment Year"***

means each calendar year of the Executive Director's appointment under this Agreement;

***"Group"***

means the Company and its subsidiaries from time to time (as the same is defined in the Companies Ordinance, Chapter 622 of the laws of Hong Kong);

***"Hong Kong"***

means the Hong Kong Special Administrative Region of the People's Republic of China;

***"Listing Rules"***

means the Rules Governing the Listing of Securities on the Stock Exchange;

***"Main Board"***

means the Main Board of the Stock Exchange;

***"month"***

means calendar month;

***"USA"***

means the United States of America;

***"USD"***

means the United States Dollars, the lawful currency of the United States of America;

***"Securities and Futures Ordinance"***

means the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong;

***"Stock Exchange"***

means The Stock Exchange of Hong Kong Limited;

***"Term"***

means the period from the Commencement Date to the Termination Date;

***"Termination"***

means termination of this Agreement howsoever arising;

***"Termination Date"***

means the date upon which Termination is effective; and

**"year"**

means calendar year.

- 1.2 References to Clauses are references to clauses or sub-clauses of this Agreement.
- 1.3 Headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.4 Reference to any Ordinance, regulation or other statutory provision includes reference to such Ordinance, regulation or provision as, from time to time amended, modified, supplemented or re-enacted, and includes subsidiary legislation made thereunder.
- 1.5 Reference to any gender shall include each other gender and references to a singular number shall include the plural and vice versa.
- 1.6 Reference to persons shall include firms, unincorporated associations, companies, other corporations, institutions and trustees.
- 1.7 References to (or to any specific provision of) this Agreement or any other document shall be considered as references to this Agreement, that provision or that other document as amended, varied, modified or supplemented from time to time.
- 1.8 References to acts done, decisions taken and approvals and consents given by the Board shall mean such acts, decisions, approvals and consents which are approved by a simple majority of those members of the Board (or a duly authorised committee thereof) present and entitled to vote at a duly held meeting of the Board (or such committee).

## **2. APPOINTMENT AND TERM OF EMPLOYMENT**

- 2.1 The Company employs the Executive Director and the Executive Director accepts his employment to serve as an executive director of the Company on the terms of this Agreement and subject to the Articles.
- 2.2 Subject to earlier termination pursuant to Clause 10, the Executive Director's employment under this Agreement shall commence on the Commencement Date for an initial period of three (3) years and shall thereafter continue on a month to month basis, provided that either party may terminate this Agreement at any time after the Commencement Date by giving the other not less than three (3) months written notice.
- 2.3 The Executive Director represents and warrants that he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties hereunder.

### **3. DUTIES**

3.1 During the Term, the Executive Director shall:-

- (a) serve the Company in the capacity of executive director, and be fully responsible for the overall management of the business of the Group and perform duties of the office of executive director in accordance with the directions of the Board, including day-to-day management of the affairs of the Group and attendance at meetings of the Board convened on reasonable notice;
- (b) unless prevented by ill health or engaged in businesses or offices in which the Executive Director is permitted to engage under Clause 4, devote the whole of his time and attention to his duties and the administration and management of the business of the Group and to use his best endeavours and efforts to promote, develop and extend the business of the Group in the interests and affairs of the Group;
- (c) perform all such duties as shall be reasonably required by the Board in connection with the business of the Group (including performing duties as requested by the Board from time to time by serving on the board of such member of the Group or accepting such offices in the Group) and carry out all lawful and reasonable instructions of the Board according to the best of his skill and ability;
- (d) report to the Board regularly and at any time at its request on all business of the Group for which the Executive Director is responsible;
- (e) ensure that he is fully aware of and comply with his legal obligations, and all his obligations under the Articles, the Listing Rules and other relevant regulations and requirements, as a director of the Company;
- (f) perform such duties as are consistent with his offices in relation to the Company and the Group; and
- (g) comply with all Company Policy.

3.2 The Executive Director's normal place of work shall be the USA but the Executive Director shall work in any other places which the Board may require for the proper performance and exercise of his duties and powers in connection with the business of the Group.

3.3 The normal business hours of the Company are from 9:00 a.m. to 6:00 p.m. (including one hour paid meal break which may be taken from 1:00 p.m. to 2:00 p.m.) from Mondays to Fridays. However, the Executive Director shall be required to work such hours as are necessary to fulfil his duties under this Agreement which may involve working during normal business hours and during such additional hours as are necessary for the proper performance of his duties or as the Board may reasonably require from time to time.

#### **4. OUTSIDE INTERESTS**

- 4.1 Subject to Clause 8.3 and save with the prior written consent of the Board, the Executive Director shall not during the Term:
- (a) become a director of one or more companies outside the Group (with the exception of directorship accepted prior to the Commencement Date); or
  - (b) be concerned with or interested directly or indirectly in any businesses, trades or offices of a similar nature to or competitive with that carried on by the Group.
- 4.2 Any dispute regarding any matter provided for in Clause 4.1 shall be decided by the Board, whose decision shall be final and conclusive as between the parties. The Executive Director shall furnish to the Company with such information as the Board may require in connection with any such matter.

#### **5. REMUNERATION**

- 5.1 Remuneration and bonuses entitled by the Executive Director shall be determined in accordance with the Articles and by the Board and/or its remuneration committee at its discretion. In consideration of the performance by the Executive Director of his duties under this Agreement, the Executive Director shall be entitled to a salary of USD785,120 per annum or a pro rata amount for any incomplete year payable in the last month of each financial year of the Company or upon Termination of this Agreement.
- 5.2 The Company shall reimburse the Executive Director for all reasonable expenses properly incurred and by the Executive Director in connection with the performance of his duties under this Agreement or in connection with his office, provided that he furnishes to the Company all appropriate receipts and vouchers as the Company may require in accordance with the Company Policy.
- 5.3 The Executive Director shall abstain from voting and shall not be counted in the quorum in respect of the resolution of the Board regarding any payment of bonus payable to him pursuant to Clause 5.1.

#### **6. OTHER BENEFITS**

- 6.1 The Executive Director will be entitled to participate in the Company's share option scheme (or other share option or incentive scheme for the time being) on such terms as may be determined by the Board from time to time.
- 6.2 The Executive Director shall be entitled to sick leave in accordance with the Company Policy.
- 6.3 The Executive Director shall be entitled to paid annual leave (exclusive of statutory holidays in the USA), the number of working days of which shall be resolved by the Board from time to time for every complete Employment Year, which the Executive Director shall be entitled to take at such

times as are mutually convenient to the Executive Director and the Company/in accordance with the Company Policy.

## **7. CONFIDENTIALITY**

- 7.1 The Executive Director shall not at any time, whether during the Term or at any time thereafter, directly or indirectly, (i) use for any purpose other than performing his employment duties, (ii) reveal, report, publish, disclose or transfer any of the confidential information to any person or entity, or (iii) take away, conceal, destroy or retain for his own advantage or the advantage of any other person, or (save only to the extent as is required by relevant law, the requirements of the Stock Exchange or other regulatory requirements, or as is authorised by the Board in writing) divulge or communicate to or cause or enable any third party to become aware of or use any:-
- (a) financial, business or trading information or other confidential or personal information which the Executive Director may receive or obtain in relation to the business, finances, dealings or affairs of any member of the Group, including any information regarding the projects or other technical data or the finances, contractual arrangements, employees or agents, clients or customers of any member of the Group, and include all copies, notes and records and all related information generated by the employee based on or arising out of any such confidential information during the course of his employment by the Company;
  - (b) information regarding patents, copyright, trade marks, software, domain names and all other intellectual property, trade secret information (including trade knowledge) and confidential know-how, documents, designs, sketches, drawings, models, methods, systems, prototypes, inventions, know-how, samples and properties thereof, biological and other materials, research, experimental work, pre-clinical and clinical testing information and results, data, engineering, contracts, customer and vendor lists, business forecasts of or relating to any member of the Group or any of its businesses; or
  - (c) information imparted to the Executive Director on the express basis that it is confidential (together with the above, collectively referred to as "***Confidential Information***").
- 7.2 Confidential Information does not include any information or material which is in the public domain other than as a result of a breach by the Executive Director of Clause 7.1.
- 7.3 Since the Executive Director may obtain in the course of his employment by reason of services rendered for or offices held in any other company in the Group knowledge of the trade secrets or other confidential information of such company, the Executive Director hereby agrees that he will at the request and cost of the Company or such other company enter into a direct agreement or undertaking with such company whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interests.
- 7.4 All documents, records, correspondence, price lists, accounts, statistics, equipment or other property relating to the Confidential Information and the businesses or affairs of the Company or

any other member of the Group kept in the possession or under the control of the Executive Director and all copies thereof or extracts there from (in whatever form they may be kept) made by or on behalf of the Executive Director are and shall remain the property of the Company or such other member of the Group (as the case may be) and shall be handed over by him to the Company from time to time on demand and in any event forthwith upon Termination, and the Executive Director shall not retain any copy thereof.

## **8. RESTRICTIVE COVENANTS**

8.1 The Executive Director hereby covenants with and undertakes to the Company that he shall not, and that he will procure that none of his associates will, either alone or jointly with or as principal, director, manager, agent, representative, consultant, partner or employee for or of any person, directly or indirectly:-

- (a) at any time during the Term or within one (1) year from the Termination Date:
  - (i) engage, employ or solicit for employment by any person in any business any employee, former employee, agent or former agent of any member of the Group (save and except relatives of the Executive Director and former employees whose employment with the Group has been terminated for a period of not less than one (1) year prior to the Termination Date); or
  - (ii) be interested in, or in any project or proposal for the acquisition or development of or investment in any business or asset which any member of the Group was during the Term considering to acquire or develop, or in which it was considering to invest, unless the said member of the Group shall have decided against such acquisition, development or investment or invited the Executive Director or his close associates in writing to participate in, or consented in writing to the Executive Director or his associates' acquisition or development of or investment in, such business or asset; or
  - (iii) be engaged or interested in or concerned with any business which is in any respect in competition with or similar to any business of any member of the Group as at the Termination Date or any time in the year prior thereto; or
  - (iv) engage directly or indirectly in any work, employment, consulting or other services for remuneration of any kind for any other person or business entity whose products are with substantially similar indications as the existing products of the Company or its subsidiaries at the time of termination of the employment, or engage in any other activities which conflict with the obligations to the Company;
- (b) at any time after the Termination Date, in Hong Kong or any other part of the world use the name or trading style of any member of the Group or represent himself or themselves as carrying on any business of any member of the Group or continuing or being connected with any member of the Group or its business for any purpose whatsoever.



- 8.2 The Company hereby covenants with and undertakes to the Executive Director that the members of the Group will not, after Termination, use the Executive Director's name or represent that the Executive Director is carrying on or continuing to be or being connected with the Group or its business, whether in Hong Kong or elsewhere.
- 8.3 Nothing in Clauses 4.1 or 8.1 shall apply to:-
- (a) the continuing involvement or any involvement by the Executive Director or any of his associates in:
    - (i) any business in which he or any of his close associates are at the Commencement Date directly or indirectly interested which, prior to the Commencement Date, has been disclosed in writing to the Board; or
    - (ii) any business in which he or any of his close associates have, whether before or after the Commencement Date, a direct or indirect interest or connection which has been disclosed in writing to and approved by the Board; or
  - (b) the direct or indirect holding of any securities listed on a stock exchange where the total voting rights exercisable at general meetings of the company concerned as represented by such holding do not exceed five (5) per cent. of the total voting rights attaching to the securities of the same class as that held by the Executive Director and/or his associates; or
  - (c) the holding by the Executive Director or any of his close associates of any securities of any member of the Group.
- 8.4 While the restrictions contained in Clause 8.1 are considered by the parties to be reasonable in all the circumstances, it is agreed that if any one or more of such restrictions shall either taken by itself or themselves together be adjudged to be unenforceable as going beyond what is reasonable in all the circumstances for the protection of the legitimate business interests of the Group, or for any other reason whatsoever, but would be adjudged to be enforceable if any particular restriction or restrictions were deleted, or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner, then the restrictions contained in Clause 8.1 shall apply with such deletion, restriction or limitation as the case may be.
- 8.5 Each of the paragraphs of Clause 8.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.
- 8.6 The Executive Director acknowledges that he is a connected person of the Company for the purpose of the Listing Rules. The Executive Director further acknowledges that all transactions between: (i) himself and/or his associates; and (ii) the Company and/or any of its subsidiaries will constitute connected transactions of the Company within the meaning of the Listing Rules. The Executive Director hereby agrees and undertakes with the Company to ensure (or, in respect of any transaction between any of his associates and the Company and/or any of its subsidiaries, to procure) that all such transactions shall be subject to and conditional upon fulfillment of all relevant requirements under the Listing Rules as applicable and from time to time in force or otherwise imposed or issued

by the Stock Exchange or other relevant regulatory body, and that the Company shall do or procure to be done all such further acts, deeds, things and documents as may thereby become necessary.

## **9. SHARE DEALINGS**

- 9.1 The Executive Director shall comply where relevant with every rule of law, every rule and regulation of the Stock Exchange (in particular the Model Code for Securities by Directors of Listed Companies under Appendix C3 of the Listing Rules or as adopted by the Company) or other market on which he deals and every regulation and the Articles in force for the time being in relation to dealings in shares, debentures or other securities of any company in the Group and in relation to unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, provided always that, in relation to overseas dealings, the Executive Director shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system in which such dealings take place.
- 9.2 Save as those interests already disclosed in the prospectus of the Company, during the Term of this Agreement, the Executive Director shall disclose to the Board all his (and his close associates') interests (whether direct or indirect) in any business outside the Group which may be or is in competition with the business of the Group as soon as they become apparent. The Executive Director shall keep the Board fully informed on a continuous basis of all changes to the nature and/or level of such interests. More particularly, the Executive Director shall, during the appointment, avoid any actual or potential conflicts of interest and duty as stated in the Listing Rules, and comply with the provisions of the Articles when the relevant circumstances that may give rise to conflicts of interest occur. The Executive Director shall notify the Company of his interests and/or short positions in the shares and/or debentures of Party A and its associated corporations (as defined in section 308 of the Securities and Futures Ordinance) within such time period and in such manner as prescribed under the relevant provisions of the Securities and Futures Ordinance.
- 9.3 The Executive Director shall also comply with every rule of law and regulation of the Stock Exchange, the Securities and Futures Commission of Hong Kong or any other regulatory authority or other market on which he or his close associate deals, and the Articles in relation to dealings in shares, debentures or other securities of any member of the Group and/or in relation to any price sensitive information of the Group.

## **10. TERMINATION BY THE COMPANY**

- 10.1 Notwithstanding the provisions contained in Clause 2.2, this Agreement may be terminated summarily with immediate effect without compensation by the Company by notice in writing (or, in the case of (h) and (i) only, with or without notice) if the Executive Director:-
- (a) is prohibited or disqualified from acting as a director of the Company under any applicable law or is publicly censured or criticised by the Stock Exchange or the Securities and Futures Commission of Hong Kong and the Board is of the view that the retention of office by the Executive Director is prejudicial to the interests of the Group or investors in the Company;

- (b) is guilty of any gross misconduct or wilful neglect of duty or commits any material breach of the terms of this Agreement (or, in the case of a breach which is capable of remedy, fails to remedy such breach to the satisfaction of the Board within fifteen (15) days of being called upon to do so in writing by the Board);
- (c) is guilty of conduct likely to bring himself or any member of the Group into disrepute;
- (d) becomes bankrupt or makes any arrangement or composition with his creditors or has a receiving order made against him;
- (e) is convicted of any criminal offence involving dishonesty, or the specified penalty for which includes imprisonment (other than an offence which, in the reasonable opinion of the Board, does not affect his position in the Company);
- (f) persistently refuses to carry out any reasonable lawful order given to him in the course of his employment or persistently fails to attend diligently to his duties under this Agreement;
- (g) becomes a lunatic or of unsound mind;
- (h) be removed from office in accordance with the Articles;
- (i) upon retirement by rotation pursuant to the Articles, is ineligible for re-election to office or is otherwise not re-elected to office by the Company's shareholders; or
- (j) improperly divulge to any unauthorised person any Confidential Information or any other business secret or details of the organisation, business or clientele of the Group;

10.2 If it is advised that the Company is not entitled under section 10 of the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) to terminate this Agreement by immediate notice pursuant to Clause 10.1, the Company may terminate this Agreement upon the occurrence of any of the events specified in that Clause by giving such minimum notice to the Executive Director as may be required under the Employment Ordinance (Chapter 57 of the Laws of Hong Kong).

10.3 The Executive Director shall have no claim against the Company for damages or otherwise by reason of termination of this Agreement under this Clause 10 and no delay or forbearance by the Company in exercising any such right of termination shall constitute a waiver of that right.

10.4 Clause 10.1 shall apply to matters or events which have occurred either before or after the Commencement Date.

## **11. EFFECT OF TERMINATION**

11.1 The Executive Director shall, forthwith upon Termination:-

- (a) resign in writing from any office then held by him as a director of the Company and from all other offices (whether or not as director) held by him with any member of the Group and execute an acknowledgement under seal to the effect that he has no claims against any member of the Group for compensation for loss of office or otherwise, save pursuant to this Agreement; and
  - (b) transfer, without payment and in such manner as the Company may require, all such shares as may be held by him as nominee for any member of the Group.
- 11.2 The Company is hereby irrevocably and by way of security appointed the attorney of the Executive Director to appoint, in the event of the Executive Director failing to take any of the actions required to be taken by him under Clause 11.1 immediately on request by the Company, some person in the name of and on behalf of the Executive Director to sign, seal and deliver resignations and instruments of transfers of the relevant shares to the relevant member of the Group and to file such returns or take such other action as may be necessary or desirable under the Companies Law Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands (as amended or otherwise modified from time to time), the Companies Ordinance (Chapter 32 of the Laws of Hong Kong), the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) and other applicable legislation. The Executive Director agrees to confirm and ratify all such documents and acts.
- 11.3 Termination shall not affect the continued application of Clauses 7, 8 and 12 and the then accrued rights and liabilities of the parties under this Agreement.

## **12. INVENTIONS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY**

- 12.1 Any concept, idea, invention or improvement or design made or process or information discovered or copyright work or trade or service mark or trade name or get-up connected with the business or any product of the Group, whether patentable or not, which relates to or is capable of being used in any business of the Company which the employee is or has been concerned to a material degree, either directly or indirectly created by the Executive Director or communicated to the Executive Director by any other employee of the Company or any member of the Group during the currency of the appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of his appointment) in conjunction with or in any way affecting or relating to the business of the Group or capable of being used or adapted for use therein or in connection therewith shall (unless such invention, concept, idea or improvement or design was made or process or information discovered or copyright work or trade or service mark or trade name or get-up were in existence prior to the commencement of a similar business by any company in the Group) must be disclosed in writing to the Company without delay. All intellectual property rights in such invention shall belong to and be the absolute property of such company in the Group as the Company may direct.
- 12.2 The Executive Director shall subject to Clause 12.1 above, if and whenever required to do so by the Company (whether during the currency of the appointment or afterwards) at the expense of any company in the Group, apply or join with such company in applying, obtaining and/or renewing for letters patent or other protection or regulation in any part of the world for any such concept, idea,

invention, improvement, design, process, information work, trade or service mark, trade name or get-up relating to the business of the Group in such places as the Board may direct as aforesaid which belongs to such company and shall at the expense of such company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right title and interest to and in the same in such company absolutely and as sole beneficial owner or in such other person as the Company may specify and such company or person shall not be liable to the Executive Director for any revenue or profit derived or resulting from such concept, idea, inventions, improvement, design process, information work, trade or service mark, trade name or get-up.

- 12.3 The Executive Director hereby irrevocably appoints the Company to be his lawful attorney in his name and on his behalf to execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company the full benefit of this Clause 12 and a certificate in writing signed by the legal advisor of the Company that any instrument or act falls within the authority hereby conferred shall be final and conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry.

### **13. FORMER SERVICE AGREEMENTS**

- 13.1 This Agreement embodies all of the terms and provisions of and relating to the employment of the Executive Director by the Company and shall be in substitution for and supersedes any previous service agreements, arrangements or undertakings in this regard entered into between any member of the Group and the Executive Director in respect of such employment.
- 13.2 The Executive Director hereby acknowledges that he has no claim of any kind whatsoever against any member of the Group and without prejudice to the generality of the foregoing, he further acknowledges that he has no claim for damages against any member of the Group for the termination of any previous service agreements, arrangements or undertakings for the sole purpose of entering into this Agreement.

### **14. EFFECT OF RECONSTRUCTION**

The Executive Director agrees that if, at any time, this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another company for the purpose of reconstruction or amalgamation and he is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions which are both in form and substance no less favourable taken as a whole than the provisions of this Agreement, he will have no claim against the Company in respect of such termination, provided that there is no material change of business or change of ultimate control of the Company resulting from such reconstruction or amalgamation, in the event of which the Executive Director shall be entitled to terminate this Agreement, with immediate effect, but neither the Company nor the Executive Director shall have any claim in respect of such termination.

### **15. GENERAL**

- 15.1 The terms of this Agreement may only be varied in writing by the parties hereto or their duly authorised agents.
- 15.2 None of the rights or duties of the Company or the Executive Director under this Agreement may be assigned, transferred, sub-contracted or delegated.
- 15.3 By entering into this Agreement the Executive Director also undertake to comply with the Listing Rules and the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).
- 15.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapters 623 of the Laws of Hong Kong) to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Ordinance.

## **16. NOTICES, ETC.**

- 16.1 Any Communication shall be in the English language and may be served or given personally or sent to the address or facsimile numbers (if any) stated after the relevant party's name at the beginning of this Agreement or to such other address or facsimile numbers as may from time to time be notified by one party to the other in writing specifically referring to this Agreement, by the following means and the addressee of such Communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:-

### **Means of Despatch**

### **Time of deemed receipt**

Local mail or courier  
Facsimile  
Airmail

twenty four (24) hours  
on despatch  
five (5) days

- 16.2 A Communication served in accordance with Clause 16.1 shall be deemed sufficiently served and in proving service and/or receipt of a Communication it shall be sufficient to prove that the Communication was left at the addressee's address or that the envelope containing the Communication was properly addressed and posted or despatched to the addressee's address or that the Communication was properly transmitted by facsimile to the addressee. In the case of facsimile transmission, the Communication shall be deemed properly transmitted on receipt of a satisfactory transmission report printed by the sending machine.
- 16.3 Nothing in this Clause 16 shall preclude the service of Communications or the proof of such service by any mode permitted by law.

## **17. GOVERNING LAW AND JURISDICTION**

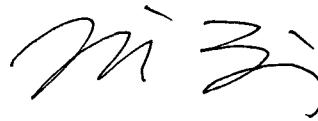
This Agreement shall in all respects be interpreted and construed in accordance with and governed by Hong Kong law and each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts and waives all defences to any action arising hereunder brought in the courts of Hong Kong on the ground that such action is brought in an inconvenient

forum.

**DULY EXECUTED** as an agreement under hand by the Executive Director and the Company on the date first mentioned above.

**SIGNED by**  
**NI JINSONG**

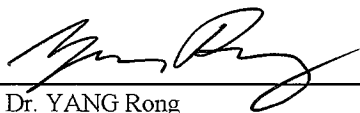
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A handwritten signature in black ink, appearing to read 'Ni Jinsong', written over a horizontal line.

Signature of  
**NI JINSONG**



For and on behalf of **Cloudbreak Pharma Inc.**

A handwritten signature in black ink, appearing to read 'Yang Rong', is written over a horizontal line.

Dr. YANG Rong  
Executive Director

**VAN SON DINH**

**and**

**CLOUDBREAK PHARMA INC.**

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**EXECUTIVE DIRECTOR  
SERVICE AGREEMENT**

---

**14 March 2025**

## **EXECUTIVE DIRECTOR SERVICE AGREEMENT**

**THIS AGREEMENT** is dated 14 March 2025

### **BETWEEN**

- (1) **CLOUDBREAK PHARMA INC.**, a company incorporated and existing under the laws of Cayman Islands, whose registered office is at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands, principal place of business and head office in the U.S. at 8921 Research Drive, Irvine, CA 92618, United States, and principal place of business in Hong Kong at Unit 2308, 23/F, Lippo Centre Tower 1, 89 Queensway, Hong Kong (the "***Company***"); and
- (2) **VAN SON DINH**, holder of USA passport number 538694953, of 32 Cassidy, Irvine, CA 92620, USA (the "***Executive Director***").

### **RECITAL**

The Company has agreed to employ the Executive Director, and the Executive Director has agreed to serve as an executive director of the Company, on the terms and conditions set out herein.

**NOW IT IS AGREED** as follows:-

#### **1. INTERPRETATION**

- 1.1 In this Agreement, the following words and expressions shall have the following meanings:-

***"Articles"***

means the articles adopted by the Company from time to time;

***"associate"***

has, in respect of the Executive Director, the meaning given to it in the Listing Rules;

***"Board"***

means the board of directors of the Company from time to time;

***"close associate"***

has, in respect of the Executive Director, the meaning given to it in the Listing Rules;

***"Commencement Date"***

means the date on which dealings in the shares of the Company first commence on the Main Board of the Stock Exchange;

***"Communication"***

means any notice, claim, demand, court process or other communication under this Agreement;

***"Company Policy"***

means any rules, regulations, policies and procedures applicable to the Executive Director that are adopted by any member of the Group from time to time;

***"Employment Year"***

means each calendar year of the Executive Director's appointment under this Agreement;

***"Group"***

means the Company and its subsidiaries from time to time (as the same is defined in the Companies Ordinance, Chapter 622 of the laws of Hong Kong);

***"Hong Kong"***

means the Hong Kong Special Administrative Region of the People's Republic of China;

***"Listing Rules"***

means the Rules Governing the Listing of Securities on the Stock Exchange;

***"Main Board"***

means the Main Board of the Stock Exchange;

***"month"***

means calendar month;

***"USA"***

means the United States of America;

***"USD"***

means the United States Dollars, the lawful currency of the United States of America;

***"Securities and Futures Ordinance"***

means the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong;

***"Stock Exchange"***

means The Stock Exchange of Hong Kong Limited;

***"Term"***

means the period from the Commencement Date to the Termination Date;

***"Termination"***

means termination of this Agreement howsoever arising;

***"Termination Date"***

means the date upon which Termination is effective; and

**"year"**

means calendar year.

- 1.2 References to Clauses are references to clauses or sub-clauses of this Agreement.
- 1.3 Headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.4 Reference to any Ordinance, regulation or other statutory provision includes reference to such Ordinance, regulation or provision as, from time to time amended, modified, supplemented or re-enacted, and includes subsidiary legislation made thereunder.
- 1.5 Reference to any gender shall include each other gender and references to a singular number shall include the plural and vice versa.
- 1.6 Reference to persons shall include firms, unincorporated associations, companies, other corporations, institutions and trustees.
- 1.7 References to (or to any specific provision of) this Agreement or any other document shall be considered as references to this Agreement, that provision or that other document as amended, varied, modified or supplemented from time to time.
- 1.8 References to acts done, decisions taken and approvals and consents given by the Board shall mean such acts, decisions, approvals and consents which are approved by a simple majority of those members of the Board (or a duly authorised committee thereof) present and entitled to vote at a duly held meeting of the Board (or such committee).

## **2. APPOINTMENT AND TERM OF EMPLOYMENT**

- 2.1 The Company employs the Executive Director and the Executive Director accepts his employment to serve as an executive director of the Company on the terms of this Agreement and subject to the Articles.
- 2.2 Subject to earlier termination pursuant to Clause 10, the Executive Director's employment under this Agreement shall commence on the Commencement Date for an initial period of three (3) years and shall thereafter continue on a month to month basis, provided that either party may terminate this Agreement at any time after the Commencement Date by giving the other not less than three (3) months written notice.
- 2.3 The Executive Director represents and warrants that he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties hereunder.

### **3. DUTIES**

3.1 During the Term, the Executive Director shall:-

- (a) serve the Company in the capacity of executive director, and be fully responsible for the overall management of the business of the Group and perform duties of the office of executive director in accordance with the directions of the Board, including day-to-day management of the affairs of the Group and attendance at meetings of the Board convened on reasonable notice;
- (b) unless prevented by ill health or engaged in businesses or offices in which the Executive Director is permitted to engage under Clause 4, devote the whole of his time and attention to his duties and the administration and management of the business of the Group and to use his best endeavours and efforts to promote, develop and extend the business of the Group in the interests and affairs of the Group;
- (c) perform all such duties as shall be reasonably required by the Board in connection with the business of the Group (including performing duties as requested by the Board from time to time by serving on the board of such member of the Group or accepting such offices in the Group) and carry out all lawful and reasonable instructions of the Board according to the best of his skill and ability;
- (d) report to the Board regularly and at any time at its request on all business of the Group for which the Executive Director is responsible;
- (e) ensure that he is fully aware of and comply with his legal obligations, and all his obligations under the Articles, the Listing Rules and other relevant regulations and requirements, as a director of the Company;
- (f) perform such duties as are consistent with his offices in relation to the Company and the Group; and
- (g) comply with all Company Policy.

3.2 The Executive Director's normal place of work shall be the USA but the Executive Director shall work in any other places which the Board may require for the proper performance and exercise of his duties and powers in connection with the business of the Group.

3.3 The normal business hours of the Company are from 9:00 a.m. to 6:00 p.m. (including one hour paid meal break which may be taken from 1:00 p.m. to 2:00 p.m.) from Mondays to Fridays. However, the Executive Director shall be required to work such hours as are necessary to fulfil his duties under this Agreement which may involve working during normal business hours and during such additional hours as are necessary for the proper performance of his duties or as the Board may reasonably require from time to time.

#### **4. OUTSIDE INTERESTS**

- 4.1 Subject to Clause 8.3 and save with the prior written consent of the Board, the Executive Director shall not during the Term:
- (a) become a director of one or more companies outside the Group (with the exception of directorship accepted prior to the Commencement Date); or
  - (b) be concerned with or interested directly or indirectly in any businesses, trades or offices of a similar nature to or competitive with that carried on by the Group.
- 4.2 Any dispute regarding any matter provided for in Clause 4.1 shall be decided by the Board, whose decision shall be final and conclusive as between the parties. The Executive Director shall furnish to the Company with such information as the Board may require in connection with any such matter.

#### **5. REMUNERATION**

- 5.1 Remuneration and bonuses entitled by the Executive Director shall be determined in accordance with the Articles and by the Board and/or its remuneration committee at its discretion. In consideration of the performance by the Executive Director of his duties under this Agreement, the Executive Director shall be entitled to a salary of USD416,160 per annum or a pro rata amount for any incomplete year payable in the last month of each financial year of the Company or upon Termination of this Agreement.
- 5.2 The Company shall reimburse the Executive Director for all reasonable expenses properly incurred and by the Executive Director in connection with the performance of his duties under this Agreement or in connection with his office, provided that he furnishes to the Company all appropriate receipts and vouchers as the Company may require in accordance with the Company Policy.
- 5.3 The Executive Director shall abstain from voting and shall not be counted in the quorum in respect of the resolution of the Board regarding any payment of bonus payable to him pursuant to Clause 5.1.

#### **6. OTHER BENEFITS**

- 6.1 The Executive Director will be entitled to participate in the Company's share option scheme (or other share option or incentive scheme for the time being) on such terms as may be determined by the Board from time to time.
- 6.2 The Executive Director shall be entitled to sick leave in accordance with the Company Policy.
- 6.3 The Executive Director shall be entitled to paid annual leave (exclusive of statutory holidays in the USA), the number of working days of which shall be resolved by the Board from time to time for every complete Employment Year, which the Executive Director shall be entitled to take at such

times as are mutually convenient to the Executive Director and the Company/in accordance with the Company Policy.

## **7. CONFIDENTIALITY**

- 7.1 The Executive Director shall not at any time, whether during the Term or at any time thereafter, directly or indirectly, (i) use for any purpose other than performing his employment duties, (ii) reveal, report, publish, disclose or transfer any of the confidential information to any person or entity, or (iii) take away, conceal, destroy or retain for his own advantage or the advantage of any other person, or (save only to the extent as is required by relevant law, the requirements of the Stock Exchange or other regulatory requirements, or as is authorised by the Board in writing) divulge or communicate to or cause or enable any third party to become aware of or use any:-
- (a) financial, business or trading information or other confidential or personal information which the Executive Director may receive or obtain in relation to the business, finances, dealings or affairs of any member of the Group, including any information regarding the projects or other technical data or the finances, contractual arrangements, employees or agents, clients or customers of any member of the Group, and include all copies, notes and records and all related information generated by the employee based on or arising out of any such confidential information during the course of his employment by the Company;
  - (b) information regarding patents, copyright, trade marks, software, domain names and all other intellectual property, trade secret information (including trade knowledge) and confidential know-how, documents, designs, sketches, drawings, models, methods, systems, prototypes, inventions, know-how, samples and properties thereof, biological and other materials, research, experimental work, pre-clinical and clinical testing information and results, data, engineering, contracts, customer and vendor lists, business forecasts of or relating to any member of the Group or any of its businesses; or
  - (c) information imparted to the Executive Director on the express basis that it is confidential (together with the above, collectively referred to as "***Confidential Information***").
- 7.2 Confidential Information does not include any information or material which is in the public domain other than as a result of a breach by the Executive Director of Clause 7.1.
- 7.3 Since the Executive Director may obtain in the course of his employment by reason of services rendered for or offices held in any other company in the Group knowledge of the trade secrets or other confidential information of such company, the Executive Director hereby agrees that he will at the request and cost of the Company or such other company enter into a direct agreement or undertaking with such company whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interests.
- 7.4 All documents, records, correspondence, price lists, accounts, statistics, equipment or other property relating to the Confidential Information and the businesses or affairs of the Company or



any other member of the Group kept in the possession or under the control of the Executive Director and all copies thereof or extracts there from (in whatever form they may be kept) made by or on behalf of the Executive Director are and shall remain the property of the Company or such other member of the Group (as the case may be) and shall be handed over by him to the Company from time to time on demand and in any event forthwith upon Termination, and the Executive Director shall not retain any copy thereof.

## **8. RESTRICTIVE COVENANTS**

8.1 The Executive Director hereby covenants with and undertakes to the Company that he shall not, and that he will procure that none of his associates will, either alone or jointly with or as principal, director, manager, agent, representative, consultant, partner or employee for or of any person, directly or indirectly:-

- (a) at any time during the Term or within one (1) year from the Termination Date:
  - (i) engage, employ or solicit for employment by any person in any business any employee, former employee, agent or former agent of any member of the Group (save and except relatives of the Executive Director and former employees whose employment with the Group has been terminated for a period of not less than one (1) year prior to the Termination Date); or
  - (ii) be interested in, or in any project or proposal for the acquisition or development of or investment in any business or asset which any member of the Group was during the Term considering to acquire or develop, or in which it was considering to invest, unless the said member of the Group shall have decided against such acquisition, development or investment or invited the Executive Director or his close associates in writing to participate in, or consented in writing to the Executive Director or his associates' acquisition or development of or investment in, such business or asset; or
  - (iii) be engaged or interested in or concerned with any business which is in any respect in competition with or similar to any business of any member of the Group as at the Termination Date or any time in the year prior thereto; or
  - (iv) engage directly or indirectly in any work, employment, consulting or other services for remuneration of any kind for any other person or business entity whose products are with substantially similar indications as the existing products of the Company or its subsidiaries at the time of termination of the employment, or engage in any other activities which conflict with the obligations to the Company;
- (b) at any time after the Termination Date, in Hong Kong or any other part of the world use the name or trading style of any member of the Group or represent himself or themselves as carrying on any business of any member of the Group or continuing or being connected with any member of the Group or its business for any purpose whatsoever.

- 8.2 The Company hereby covenants with and undertakes to the Executive Director that the members of the Group will not, after Termination, use the Executive Director's name or represent that the Executive Director is carrying on or continuing to be or being connected with the Group or its business, whether in Hong Kong or elsewhere.
- 8.3 Nothing in Clauses 4.1 or 8.1 shall apply to:-
- (a) the continuing involvement or any involvement by the Executive Director or any of his associates in:
    - (i) any business in which he or any of his close associates are at the Commencement Date directly or indirectly interested which, prior to the Commencement Date, has been disclosed in writing to the Board; or
    - (ii) any business in which he or any of his close associates have, whether before or after the Commencement Date, a direct or indirect interest or connection which has been disclosed in writing to and approved by the Board; or
  - (b) the direct or indirect holding of any securities listed on a stock exchange where the total voting rights exercisable at general meetings of the company concerned as represented by such holding do not exceed five (5) per cent. of the total voting rights attaching to the securities of the same class as that held by the Executive Director and/or his associates; or
  - (c) the holding by the Executive Director or any of his close associates of any securities of any member of the Group.
- 8.4 While the restrictions contained in Clause 8.1 are considered by the parties to be reasonable in all the circumstances, it is agreed that if any one or more of such restrictions shall either taken by itself or themselves together be adjudged to be unenforceable as going beyond what is reasonable in all the circumstances for the protection of the legitimate business interests of the Group, or for any other reason whatsoever, but would be adjudged to be enforceable if any particular restriction or restrictions were deleted, or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner, then the restrictions contained in Clause 8.1 shall apply with such deletion, restriction or limitation as the case may be.
- 8.5 Each of the paragraphs of Clause 8.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.
- 8.6 The Executive Director acknowledges that he is a connected person of the Company for the purpose of the Listing Rules. The Executive Director further acknowledges that all transactions between: (i) himself and/or his associates; and (ii) the Company and/or any of its subsidiaries will constitute connected transactions of the Company within the meaning of the Listing Rules. The Executive Director hereby agrees and undertakes with the Company to ensure (or, in respect of any transaction between any of his associates and the Company and/or any of its subsidiaries, to procure) that all such transactions shall be subject to and conditional upon fulfillment of all relevant requirements under the Listing Rules as applicable and from time to time in force or otherwise imposed or issued

by the Stock Exchange or other relevant regulatory body, and that the Company shall do or procure to be done all such further acts, deeds, things and documents as may thereby become necessary.

## **9. SHARE DEALINGS**

- 9.1 The Executive Director shall comply where relevant with every rule of law, every rule and regulation of the Stock Exchange (in particular the Model Code for Securities by Directors of Listed Companies under Appendix C3 of the Listing Rules or as adopted by the Company) or other market on which he deals and every regulation and the Articles in force for the time being in relation to dealings in shares, debentures or other securities of any company in the Group and in relation to unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, provided always that, in relation to overseas dealings, the Executive Director shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system in which such dealings take place.
- 9.2 Save as those interests already disclosed in the prospectus of the Company, during the Term of this Agreement, the Executive Director shall disclose to the Board all his (and his close associates') interests (whether direct or indirect) in any business outside the Group which may be or is in competition with the business of the Group as soon as they become apparent. The Executive Director shall keep the Board fully informed on a continuous basis of all changes to the nature and/or level of such interests. More particularly, the Executive Director shall, during the appointment, avoid any actual or potential conflicts of interest and duty as stated in the Listing Rules, and comply with the provisions of the Articles when the relevant circumstances that may give rise to conflicts of interest occur. The Executive Director shall notify the Company of his interests and/or short positions in the shares and/or debentures of Party A and its associated corporations (as defined in section 308 of the Securities and Futures Ordinance) within such time period and in such manner as prescribed under the relevant provisions of the Securities and Futures Ordinance.
- 9.3 The Executive Director shall also comply with every rule of law and regulation of the Stock Exchange, the Securities and Futures Commission of Hong Kong or any other regulatory authority or other market on which he or his close associate deals, and the Articles in relation to dealings in shares, debentures or other securities of any member of the Group and/or in relation to any price sensitive information of the Group.

## **10. TERMINATION BY THE COMPANY**

- 10.1 Notwithstanding the provisions contained in Clause 2.2, this Agreement may be terminated summarily with immediate effect without compensation by the Company by notice in writing (or, in the case of (h) and (i) only, with or without notice) if the Executive Director:-
- (a) is prohibited or disqualified from acting as a director of the Company under any applicable law or is publicly censured or criticised by the Stock Exchange or the Securities and Futures Commission of Hong Kong and the Board is of the view that the retention of office by the Executive Director is prejudicial to the interests of the Group or investors in the Company;

- (b) is guilty of any gross misconduct or wilful neglect of duty or commits any material breach of the terms of this Agreement (or, in the case of a breach which is capable of remedy, fails to remedy such breach to the satisfaction of the Board within fifteen (15) days of being called upon to do so in writing by the Board);
- (c) is guilty of conduct likely to bring himself or any member of the Group into disrepute;
- (d) becomes bankrupt or makes any arrangement or composition with his creditors or has a receiving order made against him;
- (e) is convicted of any criminal offence involving dishonesty, or the specified penalty for which includes imprisonment (other than an offence which, in the reasonable opinion of the Board, does not affect his position in the Company);
- (f) persistently refuses to carry out any reasonable lawful order given to him in the course of his employment or persistently fails to attend diligently to his duties under this Agreement;
- (g) becomes a lunatic or of unsound mind;
- (h) be removed from office in accordance with the Articles;
- (i) upon retirement by rotation pursuant to the Articles, is ineligible for re-election to office or is otherwise not re-elected to office by the Company's shareholders; or
- (j) improperly divulge to any unauthorised person any Confidential Information or any other business secret or details of the organisation, business or clientele of the Group;

10.2 If it is advised that the Company is not entitled under section 10 of the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) to terminate this Agreement by immediate notice pursuant to Clause 10.1, the Company may terminate this Agreement upon the occurrence of any of the events specified in that Clause by giving such minimum notice to the Executive Director as may be required under the Employment Ordinance (Chapter 57 of the Laws of Hong Kong).

10.3 The Executive Director shall have no claim against the Company for damages or otherwise by reason of termination of this Agreement under this Clause 10 and no delay or forbearance by the Company in exercising any such right of termination shall constitute a waiver of that right.

10.4 Clause 10.1 shall apply to matters or events which have occurred either before or after the Commencement Date.

## **11. EFFECT OF TERMINATION**

11.1 The Executive Director shall, forthwith upon Termination:-

- (a) resign in writing from any office then held by him as a director of the Company and from all other offices (whether or not as director) held by him with any member of the Group and execute an acknowledgement under seal to the effect that he has no claims against any member of the Group for compensation for loss of office or otherwise, save pursuant to this Agreement; and
  - (b) transfer, without payment and in such manner as the Company may require, all such shares as may be held by him as nominee for any member of the Group.
- 11.2 The Company is hereby irrevocably and by way of security appointed the attorney of the Executive Director to appoint, in the event of the Executive Director failing to take any of the actions required to be taken by him under Clause 11.1 immediately on request by the Company, some person in the name of and on behalf of the Executive Director to sign, seal and deliver resignations and instruments of transfers of the relevant shares to the relevant member of the Group and to file such returns or take such other action as may be necessary or desirable under the Companies Act (As Revised) of the Cayman Islands (Chapter 22, Law 3 of 1961, as consolidated and revised from time to time), the Companies Ordinance (Chapter 32 of the Laws of Hong Kong), the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) and other applicable legislation. The Executive Director agrees to confirm and ratify all such documents and acts.
- 11.3 Termination shall not affect the continued application of Clauses 7, 8 and 12 and the then accrued rights and liabilities of the parties under this Agreement.

## **12. INVENTIONS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY**

- 12.1 Any concept, idea, invention or improvement or design made or process or information discovered or copyright work or trade or service mark or trade name or get-up connected with the business or any product of the Group, whether patentable or not, which relates to or is capable of being used in any business of the Company which the employee is or has been concerned to a material degree, either directly or indirectly created by the Executive Director or communicated to the Executive Director by any other employee of the Company or any member of the Group during the currency of the appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of his appointment) in conjunction with or in any way affecting or relating to the business of the Group or capable of being used or adapted for use therein or in connection therewith shall (unless such invention, concept, idea or improvement or design was made or process or information discovered or copyright work or trade or service mark or trade name or get-up were in existence prior to the commencement of a similar business by any company in the Group) must be disclosed in writing to the Company without delay. All intellectual property rights in such invention shall belong to and be the absolute property of such company in the Group as the Company may direct.
- 12.2 The Executive Director shall subject to Clause 12.1 above, if and whenever required to do so by the Company (whether during the currency of the appointment or afterwards) at the expense of any company in the Group, apply or join with such company in applying, obtaining and/or renewing for letters patent or other protection or regulation in any part of the world for any such concept, idea,

invention, improvement, design, process, information work, trade or service mark, trade name or get-up relating to the business of the Group in such places as the Board may direct as aforesaid which belongs to such company and shall at the expense of such company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right title and interest to and in the same in such company absolutely and as sole beneficial owner or in such other person as the Company may specify and such company or person shall not be liable to the Executive Director for any revenue or profit derived or resulting from such concept, idea, inventions, improvement, design process, information work, trade or service mark, trade name or get-up.

- 12.3 The Executive Director hereby irrevocably appoints the Company to be his lawful attorney in his name and on his behalf to execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company the full benefit of this Clause 12 and a certificate in writing signed by the legal advisor of the Company that any instrument or act falls within the authority hereby conferred shall be final and conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry.

### **13. FORMER SERVICE AGREEMENTS**

- 13.1 This Agreement embodies all of the terms and provisions of and relating to the employment of the Executive Director by the Company and shall be in substitution for and supersedes any previous service agreements, arrangements or undertakings in this regard entered into between any member of the Group and the Executive Director in respect of such employment.
- 13.2 The Executive Director hereby acknowledges that he has no claim of any kind whatsoever against any member of the Group and without prejudice to the generality of the foregoing, he further acknowledges that he has no claim for damages against any member of the Group for the termination of any previous service agreements, arrangements or undertakings for the sole purpose of entering into this Agreement.

### **14. EFFECT OF RECONSTRUCTION**

The Executive Director agrees that if, at any time, this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another company for the purpose of reconstruction or amalgamation and he is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions which are both in form and substance no less favourable taken as a whole than the provisions of this Agreement, he will have no claim against the Company in respect of such termination, provided that there is no material change of business or change of ultimate control of the Company resulting from such reconstruction or amalgamation, in the event of which the Executive Director shall be entitled to terminate this Agreement, with immediate effect, but neither the Company nor the Executive Director shall have any claim in respect of such termination.

### **15. GENERAL**

- 15.1 The terms of this Agreement may only be varied in writing by the parties hereto or their duly authorised agents.
- 15.2 None of the rights or duties of the Company or the Executive Director under this Agreement may be assigned, transferred, sub-contracted or delegated.
- 15.3 By entering into this Agreement the Executive Director also undertake to comply with the Listing Rules and the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).
- 15.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapters 623 of the Laws of Hong Kong) to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Ordinance.

## **16. NOTICES, ETC.**

- 16.1 Any Communication shall be in the English language and may be served or given personally or sent to the address or facsimile numbers (if any) stated after the relevant party's name at the beginning of this Agreement or to such other address or facsimile numbers as may from time to time be notified by one party to the other in writing specifically referring to this Agreement, by the following means and the addressee of such Communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:-

### **Means of Despatch**

### **Time of deemed receipt**

Local mail or courier  
Facsimile  
Airmail

twenty four (24) hours  
on despatch  
five (5) days

- 16.2 A Communication served in accordance with Clause 16.1 shall be deemed sufficiently served and in proving service and/or receipt of a Communication it shall be sufficient to prove that the Communication was left at the addressee's address or that the envelope containing the Communication was properly addressed and posted or despatched to the addressee's address or that the Communication was properly transmitted by facsimile to the addressee. In the case of facsimile transmission, the Communication shall be deemed properly transmitted on receipt of a satisfactory transmission report printed by the sending machine.
- 16.3 Nothing in this Clause 16 shall preclude the service of Communications or the proof of such service by any mode permitted by law.

## **17. GOVERNING LAW AND JURISDICTION**

This Agreement shall in all respects be interpreted and construed in accordance with and governed by Hong Kong law and each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts and waives all defences to any action arising hereunder brought in the courts of Hong Kong on the ground that such action is brought in an inconvenient

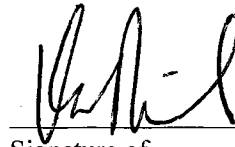
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**DULY EXECUTED** as an agreement under hand by the Executive Director and the Company on the date first mentioned above.



**SIGNED by**  
**VAN SON DINH**

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A handwritten signature in black ink, appearing to read 'V. Son Dinh', is written over a horizontal line.

Signature of  
**VAN SON DINH**

**SIGNED** by **NI JINSONG** on behalf  
of **CLOUDBREAK PHARMA INC.**

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A handwritten signature in black ink, appearing to read 'Ni Jinsong', written over a horizontal line.

Signature of  
**NI JINSONG**

**YANG RONG**

**and**

**CLOUDBREAK PHARMA INC.**

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**EXECUTIVE DIRECTOR  
SERVICE AGREEMENT**

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**14 March 2025**

## **EXECUTIVE DIRECTOR SERVICE AGREEMENT**

**THIS AGREEMENT** is dated 14 March 2025

### **BETWEEN**

- (1) **CLOUDBREAK PHARMA INC.**, a company incorporated and existing under the laws of Cayman Islands, whose registered office is at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands, principal place of business and head office in the U.S. at 8921 Research Drive, Irvine, CA 92618, United States, and principal place of business in Hong Kong at Unit 2308, 23/F, Lippo Centre Tower 1, 89 Queensway, Hong Kong (the "**Company**"); and
- (2) **YANG RONG**, holder of USA passport number 644141593, of 23732 Via Potes, Mission Viejo, CA 92691-3501, USA (the "**Executive Director**").

### **RECITAL**

The Company has agreed to employ the Executive Director, and the Executive Director has agreed to serve as an executive director of the Company, on the terms and conditions set out herein.

**NOW IT IS AGREED** as follows:-

#### **1. INTERPRETATION**

- 1.1 In this Agreement, the following words and expressions shall have the following meanings:-

**"Articles"**

means the articles adopted by the Company from time to time;

**"associate"**

has, in respect of the Executive Director, the meaning given to it in the Listing Rules;

**"Board"**

means the board of directors of the Company from time to time;

**"close associate"**

has, in respect of the Executive Director, the meaning given to it in the Listing Rules;

**"Commencement Date"**

means the date on which dealings in the shares of the Company first commence on the Main Board of the Stock Exchange;

**"Communication"**

means any notice, claim, demand, court process or other communication under this Agreement;

***"Company Policy"***

means any rules, regulations, policies and procedures applicable to the Executive Director that are adopted by any member of the Group from time to time;

***"Employment Year"***

means each calendar year of the Executive Director's appointment under this Agreement;

***"Group"***

means the Company and its subsidiaries from time to time (as the same is defined in the Companies Ordinance, Chapter 622 of the laws of Hong Kong);

***"Hong Kong"***

means the Hong Kong Special Administrative Region of the People's Republic of China;

***"Listing Rules"***

means the Rules Governing the Listing of Securities on the Stock Exchange;

***"Main Board"***

means the Main Board of the Stock Exchange;

***"month"***

means calendar month;

***"USA"***

means the United States of America;

***"USD"***

means the United States Dollars, the lawful currency of the United States of America;

***"Securities and Futures Ordinance"***

means the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong;

***"Stock Exchange"***

means The Stock Exchange of Hong Kong Limited;

***"Term"***

means the period from the Commencement Date to the Termination Date;

***"Termination"***

means termination of this Agreement howsoever arising;

***"Termination Date"***

means the date upon which Termination is effective; and

**"year"**

means calendar year.

- 1.2 References to Clauses are references to clauses or sub-clauses of this Agreement.
- 1.3 Headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.4 Reference to any Ordinance, regulation or other statutory provision includes reference to such Ordinance, regulation or provision as, from time to time amended, modified, supplemented or re-enacted, and includes subsidiary legislation made thereunder.
- 1.5 Reference to any gender shall include each other gender and references to a singular number shall include the plural and vice versa.
- 1.6 Reference to persons shall include firms, unincorporated associations, companies, other corporations, institutions and trustees.
- 1.7 References to (or to any specific provision of) this Agreement or any other document shall be considered as references to this Agreement, that provision or that other document as amended, varied, modified or supplemented from time to time.
- 1.8 References to acts done, decisions taken and approvals and consents given by the Board shall mean such acts, decisions, approvals and consents which are approved by a simple majority of those members of the Board (or a duly authorised committee thereof) present and entitled to vote at a duly held meeting of the Board (or such committee).

## **2. APPOINTMENT AND TERM OF EMPLOYMENT**

- 2.1 The Company employs the Executive Director and the Executive Director accepts his employment to serve as an executive director of the Company on the terms of this Agreement and subject to the Articles.
- 2.2 Subject to earlier termination pursuant to Clause 10, the Executive Director's employment under this Agreement shall commence on the Commencement Date for an initial period of three (3) years and shall thereafter continue on a month to month basis, provided that either party may terminate this Agreement at any time after the Commencement Date by giving the other not less than three (3) months written notice.
- 2.3 The Executive Director represents and warrants that he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties hereunder.

### **3. DUTIES**

3.1 During the Term, the Executive Director shall:-

- (a) serve the Company in the capacity of executive director, and be fully responsible for the overall management of the business of the Group and perform duties of the office of executive director in accordance with the directions of the Board, including day-to-day management of the affairs of the Group and attendance at meetings of the Board convened on reasonable notice;
- (b) unless prevented by ill health or engaged in businesses or offices in which the Executive Director is permitted to engage under Clause 4, devote the whole of his time and attention to his duties and the administration and management of the business of the Group and to use his best endeavours and efforts to promote, develop and extend the business of the Group in the interests and affairs of the Group;
- (c) perform all such duties as shall be reasonably required by the Board in connection with the business of the Group (including performing duties as requested by the Board from time to time by serving on the board of such member of the Group or accepting such offices in the Group) and carry out all lawful and reasonable instructions of the Board according to the best of his skill and ability;
- (d) report to the Board regularly and at any time at its request on all business of the Group for which the Executive Director is responsible;
- (e) ensure that he is fully aware of and comply with his legal obligations, and all his obligations under the Articles, the Listing Rules and other relevant regulations and requirements, as a director of the Company;
- (f) perform such duties as are consistent with his offices in relation to the Company and the Group; and
- (g) comply with all Company Policy.

3.2 The Executive Director's normal place of work shall be the USA but the Executive Director shall work in any other places which the Board may require for the proper performance and exercise of his duties and powers in connection with the business of the Group.

3.3 The normal business hours of the Company are from 9:00 a.m. to 6:00 p.m. (including one hour paid meal break which may be taken from 1:00 p.m. to 2:00 p.m.) from Mondays to Fridays. However, the Executive Director shall be required to work such hours as are necessary to fulfil his duties under this Agreement which may involve working during normal business hours and during such additional hours as are necessary for the proper performance of his duties or as the Board may reasonably require from time to time.

#### **4. OUTSIDE INTERESTS**

- 4.1 Subject to Clause 8.3 and save with the prior written consent of the Board, the Executive Director shall not during the Term:
- (a) become a director of one or more companies outside the Group (with the exception of directorship accepted prior to the Commencement Date); or
  - (b) be concerned with or interested directly or indirectly in any businesses, trades or offices of a similar nature to or competitive with that carried on by the Group.
- 4.2 Any dispute regarding any matter provided for in Clause 4.1 shall be decided by the Board, whose decision shall be final and conclusive as between the parties. The Executive Director shall furnish to the Company with such information as the Board may require in connection with any such matter.

#### **5. REMUNERATION**

- 5.1 Remuneration and bonuses entitled by the Executive Director shall be determined in accordance with the Articles and by the Board and/or its remuneration committee at its discretion. In consideration of the performance by the Executive Director of his duties under this Agreement, the Executive Director shall be entitled to a salary of USD416,160 per annum or a pro rata amount for any incomplete year payable in the last month of each financial year of the Company or upon Termination of this Agreement.
- 5.2 The Company shall reimburse the Executive Director for all reasonable expenses properly incurred and by the Executive Director in connection with the performance of his duties under this Agreement or in connection with his office, provided that he furnishes to the Company all appropriate receipts and vouchers as the Company may require in accordance with the Company Policy.
- 5.3 The Executive Director shall abstain from voting and shall not be counted in the quorum in respect of the resolution of the Board regarding any payment of bonus payable to him pursuant to Clause 5.1.

#### **6. OTHER BENEFITS**

- 6.1 The Executive Director will be entitled to participate in the Company's share option scheme (or other share option or incentive scheme for the time being) on such terms as may be determined by the Board from time to time.
- 6.2 The Executive Director shall be entitled to sick leave in accordance with the Company Policy.
- 6.3 The Executive Director shall be entitled to paid annual leave (exclusive of statutory holidays in the United States of America), the number of working days of which shall be resolved by the Board from time to time for every complete Employment Year, which the Executive Director shall be



entitled to take at such times as are mutually convenient to the Executive Director and the Company/in accordance with the Company Policy.

## **7. CONFIDENTIALITY**

- 7.1 The Executive Director shall not at any time, whether during the Term or at any time thereafter, directly or indirectly, (i) use for any purpose other than performing his employment duties, (ii) reveal, report, publish, disclose or transfer any of the confidential information to any person or entity, or (iii) take away, conceal, destroy or retain for his own advantage or the advantage of any other person, or (save only to the extent as is required by relevant law, the requirements of the Stock Exchange or other regulatory requirements, or as is authorised by the Board in writing) divulge or communicate to or cause or enable any third party to become aware of or use any:-
- (a) financial, business or trading information or other confidential or personal information which the Executive Director may receive or obtain in relation to the business, finances, dealings or affairs of any member of the Group, including any information regarding the projects or other technical data or the finances, contractual arrangements, employees or agents, clients or customers of any member of the Group, and include all copies, notes and records and all related information generated by the employee based on or arising out of any such confidential information during the course of his employment by the Company;
  - (b) information regarding patents, copyright, trade marks, software, domain names and all other intellectual property, trade secret information (including trade knowledge) and confidential know-how, documents, designs, sketches, drawings, models, methods, systems, prototypes, inventions, know-how, samples and properties thereof, biological and other materials, research, experimental work, pre-clinical and clinical testing information and results, data, engineering, contracts, customer and vendor lists, business forecasts of or relating to any member of the Group or any of its businesses; or
  - (c) information imparted to the Executive Director on the express basis that it is confidential (together with the above, collectively referred to as "***Confidential Information***").
- 7.2 Confidential Information does not include any information or material which is in the public domain other than as a result of a breach by the Executive Director of Clause 7.1.
- 7.3 Since the Executive Director may obtain in the course of his employment by reason of services rendered for or offices held in any other company in the Group knowledge of the trade secrets or other confidential information of such company, the Executive Director hereby agrees that he will at the request and cost of the Company or such other company enter into a direct agreement or undertaking with such company whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interests.
- 7.4 All documents, records, correspondence, price lists, accounts, statistics, equipment or other property relating to the Confidential Information and the businesses or affairs of the Company or

any other member of the Group kept in the possession or under the control of the Executive Director and all copies thereof or extracts there from (in whatever form they may be kept) made by or on behalf of the Executive Director are and shall remain the property of the Company or such other member of the Group (as the case may be) and shall be handed over by him to the Company from time to time on demand and in any event forthwith upon Termination, and the Executive Director shall not retain any copy thereof.

## **8. RESTRICTIVE COVENANTS**

8.1 The Executive Director hereby covenants with and undertakes to the Company that he shall not, and that he will procure that none of his associates will, either alone or jointly with or as principal, director, manager, agent, representative, consultant, partner or employee for or of any person, directly or indirectly:-

- (a) at any time during the Term or within one (1) year from the Termination Date:
  - (i) engage, employ or solicit for employment by any person in any business any employee, former employee, agent or former agent of any member of the Group (save and except relatives of the Executive Director and former employees whose employment with the Group has been terminated for a period of not less than one (1) year prior to the Termination Date); or
  - (ii) be interested in, or in any project or proposal for the acquisition or development of or investment in any business or asset which any member of the Group was during the Term considering to acquire or develop, or in which it was considering to invest, unless the said member of the Group shall have decided against such acquisition, development or investment or invited the Executive Director or his close associates in writing to participate in, or consented in writing to the Executive Director or his associates' acquisition or development of or investment in, such business or asset; or
  - (iii) be engaged or interested in or concerned with any business which is in any respect in competition with or similar to any business of any member of the Group as at the Termination Date or any time in the year prior thereto; or
  - (iv) engage directly or indirectly in any work, employment, consulting or other services for remuneration of any kind for any other person or business entity whose products are with substantially similar indications as the existing products of the Company or its subsidiaries at the time of termination of the employment, or engage in any other activities which conflict with the obligations to the Company;
- (b) at any time after the Termination Date, in Hong Kong or any other part of the world use the name or trading style of any member of the Group or represent himself or themselves as carrying on any business of any member of the Group or continuing or being connected with any member of the Group or its business for any purpose whatsoever.

- 8.2 The Company hereby covenants with and undertakes to the Executive Director that the members of the Group will not, after Termination, use the Executive Director's name or represent that the Executive Director is carrying on or continuing to be or being connected with the Group or its business, whether in Hong Kong or elsewhere.
- 8.3 Nothing in Clauses 4.1 or 8.1 shall apply to:-
- (a) the continuing involvement or any involvement by the Executive Director or any of his associates in:
    - (i) any business in which he or any of his close associates are at the Commencement Date directly or indirectly interested which, prior to the Commencement Date, has been disclosed in writing to the Board; or
    - (ii) any business in which he or any of his close associates have, whether before or after the Commencement Date, a direct or indirect interest or connection which has been disclosed in writing to and approved by the Board; or
  - (b) the direct or indirect holding of any securities listed on a stock exchange where the total voting rights exercisable at general meetings of the company concerned as represented by such holding do not exceed five (5) per cent. of the total voting rights attaching to the securities of the same class as that held by the Executive Director and/or his associates; or
  - (c) the holding by the Executive Director or any of his close associates of any securities of any member of the Group.
- 8.4 While the restrictions contained in Clause 8.1 are considered by the parties to be reasonable in all the circumstances, it is agreed that if any one or more of such restrictions shall either taken by itself or themselves together be adjudged to be unenforceable as going beyond what is reasonable in all the circumstances for the protection of the legitimate business interests of the Group, or for any other reason whatsoever, but would be adjudged to be enforceable if any particular restriction or restrictions were deleted, or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner, then the restrictions contained in Clause 8.1 shall apply with such deletion, restriction or limitation as the case may be.
- 8.5 Each of the paragraphs of Clause 8.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.
- 8.6 The Executive Director acknowledges that he is a connected person of the Company for the purpose of the Listing Rules. The Executive Director further acknowledges that all transactions between: (i) himself and/or his associates; and (ii) the Company and/or any of its subsidiaries will constitute connected transactions of the Company within the meaning of the Listing Rules. The Executive Director hereby agrees and undertakes with the Company to ensure (or, in respect of any transaction between any of his associates and the Company and/or any of its subsidiaries, to procure) that all such transactions shall be subject to and conditional upon fulfillment of all relevant requirements under the Listing Rules as applicable and from time to time in force or otherwise imposed or issued

by the Stock Exchange or other relevant regulatory body, and that the Company shall do or procure to be done all such further acts, deeds, things and documents as may thereby become necessary.

## **9. SHARE DEALINGS**

- 9.1 The Executive Director shall comply where relevant with every rule of law, every rule and regulation of the Stock Exchange (in particular the Model Code for Securities by Directors of Listed Companies under Appendix C3 of the Listing Rules or as adopted by the Company) or other market on which he deals and every regulation and the Articles in force for the time being in relation to dealings in shares, debentures or other securities of any company in the Group and in relation to unpublished price-sensitive information affecting the shares, debentures or other securities of any company in the Group, provided always that, in relation to overseas dealings, the Executive Director shall also comply with all laws of the state and all regulations of the stock exchange, market or dealing system in which such dealings take place.
- 9.2 Save as those interests already disclosed in the prospectus of the Company, during the Term of this Agreement, the Executive Director shall disclose to the Board all his (and his close associates') interests (whether direct or indirect) in any business outside the Group which may be or is in competition with the business of the Group as soon as they become apparent. The Executive Director shall keep the Board fully informed on a continuous basis of all changes to the nature and/or level of such interests. More particularly, the Executive Director shall, during the appointment, avoid any actual or potential conflicts of interest and duty as stated in the Listing Rules, and comply with the provisions of the Articles when the relevant circumstances that may give rise to conflicts of interest occur. The Executive Director shall notify the Company of his interests and/or short positions in the shares and/or debentures of Party A and its associated corporations (as defined in section 308 of the Securities and Futures Ordinance) within such time period and in such manner as prescribed under the relevant provisions of the Securities and Futures Ordinance.
- 9.3 The Executive Director shall also comply with every rule of law and regulation of the Stock Exchange, the Securities and Futures Commission of Hong Kong or any other regulatory authority or other market on which he or his close associate deals, and the Articles in relation to dealings in shares, debentures or other securities of any member of the Group and/or in relation to any price sensitive information of the Group.

## **10. TERMINATION BY THE COMPANY**

- 10.1 Notwithstanding the provisions contained in Clause 2.2, this Agreement may be terminated summarily with immediate effect without compensation by the Company by notice in writing (or, in the case of (h) and (i) only, with or without notice) if the Executive Director:-
- (a) is prohibited or disqualified from acting as a director of the Company under any applicable law or is publicly censured or criticised by the Stock Exchange or the Securities and Futures Commission of Hong Kong and the Board is of the view that the retention of office by the Executive Director is prejudicial to the interests of the Group or investors in the Company;

- (b) is guilty of any gross misconduct or wilful neglect of duty or commits any material breach of the terms of this Agreement (or, in the case of a breach which is capable of remedy, fails to remedy such breach to the satisfaction of the Board within fifteen (15) days of being called upon to do so in writing by the Board);
- (c) is guilty of conduct likely to bring himself or any member of the Group into disrepute;
- (d) becomes bankrupt or makes any arrangement or composition with his creditors or has a receiving order made against him;
- (e) is convicted of any criminal offence involving dishonesty, or the specified penalty for which includes imprisonment (other than an offence which, in the reasonable opinion of the Board, does not affect his position in the Company);
- (f) persistently refuses to carry out any reasonable lawful order given to him in the course of his employment or persistently fails to attend diligently to his duties under this Agreement;
- (g) becomes a lunatic or of unsound mind;
- (h) be removed from office in accordance with the Articles;
- (i) upon retirement by rotation pursuant to the Articles, is ineligible for re-election to office or is otherwise not re-elected to office by the Company's shareholders; or
- (j) improperly divulge to any unauthorised person any Confidential Information or any other business secret or details of the organisation, business or clientele of the Group;

10.2 If it is advised that the Company is not entitled under section 10 of the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) to terminate this Agreement by immediate notice pursuant to Clause 10.1, the Company may terminate this Agreement upon the occurrence of any of the events specified in that Clause by giving such minimum notice to the Executive Director as may be required under the Employment Ordinance (Chapter 57 of the Laws of Hong Kong).

10.3 The Executive Director shall have no claim against the Company for damages or otherwise by reason of termination of this Agreement under this Clause 10 and no delay or forbearance by the Company in exercising any such right of termination shall constitute a waiver of that right.

10.4 Clause 10.1 shall apply to matters or events which have occurred either before or after the Commencement Date.

## **11. EFFECT OF TERMINATION**

11.1 The Executive Director shall, forthwith upon Termination:-

- (a) resign in writing from any office then held by him as a director of the Company and from all other offices (whether or not as director) held by him with any member of the Group and execute an acknowledgement under seal to the effect that he has no claims against any member of the Group for compensation for loss of office or otherwise, save pursuant to this Agreement; and
  - (b) transfer, without payment and in such manner as the Company may require, all such shares as may be held by him as nominee for any member of the Group.
- 11.2 The Company is hereby irrevocably and by way of security appointed the attorney of the Executive Director to appoint, in the event of the Executive Director failing to take any of the actions required to be taken by him under Clause 11.1 immediately on request by the Company, some person in the name of and on behalf of the Executive Director to sign, seal and deliver resignations and instruments of transfers of the relevant shares to the relevant member of the Group and to file such returns or take such other action as may be necessary or desirable under the Companies Act (As Revised) of the Cayman Islands (Chapter 22, Law 3 of 1961, as consolidated and revised from time to time), the Companies Ordinance (Chapter 32 of the Laws of Hong Kong), the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) and other applicable legislation. The Executive Director agrees to confirm and ratify all such documents and acts.
- 11.3 Termination shall not affect the continued application of Clauses 7, 8 and 12 and the then accrued rights and liabilities of the parties under this Agreement.

## **12. INVENTIONS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY**

- 12.1 Any concept, idea, invention or improvement or design made or process or information discovered or copyright work or trade or service mark or trade name or get-up connected with the business or any product of the Group, whether patentable or not, which relates to or is capable of being used in any business of the Company which the employee is or has been concerned to a material degree, either directly or indirectly created by the Executive Director or communicated to the Executive Director by any other employee of the Company or any member of the Group during the currency of the appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of his appointment) in conjunction with or in any way affecting or relating to the business of the Group or capable of being used or adapted for use therein or in connection therewith shall (unless such invention, concept, idea or improvement or design was made or process or information discovered or copyright work or trade or service mark or trade name or get-up were in existence prior to the commencement of a similar business by any company in the Group) must be disclosed in writing to the Company without delay. All intellectual property rights in such invention shall belong to and be the absolute property of such company in the Group as the Company may direct.
- 12.2 The Executive Director shall subject to Clause 12.1 above, if and whenever required to do so by the Company (whether during the currency of the appointment or afterwards) at the expense of any company in the Group, apply or join with such company in applying, obtaining and/or renewing for letters patent or other protection or regulation in any part of the world for any such concept, idea,

invention, improvement, design, process, information work, trade or service mark, trade name or get-up relating to the business of the Group in such places as the Board may direct as aforesaid which belongs to such company and shall at the expense of such company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right title and interest to and in the same in such company absolutely and as sole beneficial owner or in such other person as the Company may specify and such company or person shall not be liable to the Executive Director for any revenue or profit derived or resulting from such concept, idea, inventions, improvement, design process, information work, trade or service mark, trade name or get-up.

- 12.3 The Executive Director hereby irrevocably appoints the Company to be his lawful attorney in his name and on his behalf to execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company the full benefit of this Clause 12 and a certificate in writing signed by the legal advisor of the Company that any instrument or act falls within the authority hereby conferred shall be final and conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry.

### **13. FORMER SERVICE AGREEMENTS**

- 13.1 This Agreement embodies all of the terms and provisions of and relating to the employment of the Executive Director by the Company and shall be in substitution for and supersedes any previous service agreements, arrangements or undertakings in this regard entered into between any member of the Group and the Executive Director in respect of such employment.
- 13.2 The Executive Director hereby acknowledges that he has no claim of any kind whatsoever against any member of the Group and without prejudice to the generality of the foregoing, he further acknowledges that he has no claim for damages against any member of the Group for the termination of any previous service agreements, arrangements or undertakings for the sole purpose of entering into this Agreement.

### **14. EFFECT OF RECONSTRUCTION**

The Executive Director agrees that if, at any time, this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another company for the purpose of reconstruction or amalgamation and he is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions which are both in form and substance no less favourable taken as a whole than the provisions of this Agreement, he will have no claim against the Company in respect of such termination, provided that there is no material change of business or change of ultimate control of the Company resulting from such reconstruction or amalgamation, in the event of which the Executive Director shall be entitled to terminate this Agreement, with immediate effect, but neither the Company nor the Executive Director shall have any claim in respect of such termination.

### **15. GENERAL**

- 15.1 The terms of this Agreement may only be varied in writing by the parties hereto or their duly authorised agents.
- 15.2 None of the rights or duties of the Company or the Executive Director under this Agreement may be assigned, transferred, sub-contracted or delegated.
- 15.3 By entering into this Agreement the Executive Director also undertake to comply with the Listing Rules and the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).
- 15.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapters 623 of the Laws of Hong Kong) to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Ordinance.

## **16. NOTICES, ETC.**

- 16.1 Any Communication shall be in the English language and may be served or given personally or sent to the address or facsimile numbers (if any) stated after the relevant party's name at the beginning of this Agreement or to such other address or facsimile numbers as may from time to time be notified by one party to the other in writing specifically referring to this Agreement, by the following means and the addressee of such Communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:-

### **Means of Despatch**

### **Time of deemed receipt**

Local mail or courier  
Facsimile  
Airmail

twenty four (24) hours  
on despatch  
five (5) days

- 16.2 A Communication served in accordance with Clause 16.1 shall be deemed sufficiently served and in proving service and/or receipt of a Communication it shall be sufficient to prove that the Communication was left at the addressee's address or that the envelope containing the Communication was properly addressed and posted or despatched to the addressee's address or that the Communication was properly transmitted by facsimile to the addressee. In the case of facsimile transmission, the Communication shall be deemed properly transmitted on receipt of a satisfactory transmission report printed by the sending machine.
- 16.3 Nothing in this Clause 16 shall preclude the service of Communications or the proof of such service by any mode permitted by law.

## **17. GOVERNING LAW AND JURISDICTION**

This Agreement shall in all respects be interpreted and construed in accordance with and governed by Hong Kong law and each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts and waives all defences to any action arising hereunder brought in the courts of Hong Kong on the ground that such action is brought in an inconvenient



forum.

**DULY EXECUTED** as an agreement under hand by the Executive Director and the Company on the date first mentioned above.

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Signature of  
**YANG RONG**

**SIGNED** by **NI JINSONG** on behalf  
of **CLOUDBREAK PHARMA INC.**

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A handwritten signature in black ink, appearing to read 'Ni Jinsong', written over a horizontal line.

Signature of  
**NI JINSONG**

**CLOUDBREAK PHARMA INC.**

14 March 2025

Mr. LI Jun Zhi  
25461 Rapid Falls Rd  
Laguna Hills, CA 92653  
USA

Dear Sir

**CLOUDBREAK PHARMA INC. (the “Company”) - Non-executive directorship**

We write to confirm our appointment of your goodself as a non-executive director of the Company subject to the terms and conditions specified herein:

**1. Appointment and term**

- 1.1 Your appointment as a non-executive director of the Company shall be governed by the terms of this letter and shall be subject to the articles of the Company (the “*Articles*”), the Rules (the “*Listing Rules*”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “*Stock Exchange*”) and all other applicable laws and regulations in Hong Kong and Cayman Islands, each as amended from time to time.
- 1.2 The shareholders of the Company have ratified the appointment and re-designation of you as non-executive director and by executing the form of acceptance enclosed to this letter, you agree to continue on with such appointment in the terms and conditions herein. Subject to paragraph 3 below, your appointment shall be for an initial term of one (1) year commencing from the date on which dealings in the shares of the Company first commence on the Main Board of the Stock Exchange and will continue thereafter, unless terminated in accordance with the terms and conditions specified herein.

**2. Responsibilities**

- 2.1 You shall undertake the duties and responsibilities of a non-executive director, as set out in the Listing Rules, and you shall comply with all applicable laws and regulations, including but not limited to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “*SFO*”) and rules made thereunder, and in particular:
- (a) you shall comply with the applicable provisions of the Listing Rules (as amended from time to time), including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules, the provisions of the Corporate Governance Code as set out in Appendix C1 to the Listing Rules, the provisions of the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs (the “*Takeovers Code*”) and other applicable laws and regulations in Hong Kong and Cayman Islands, as amended from time to time;

- (b) you shall perform your fiduciary duties to the Company, scrutinise the Company's performance in achieving corporate goals and objectives, monitor the reporting of performance, bring an objective view borne by your outside experience, help the board of directors of the Company (the "**Board**") to provide the Company with effective leadership and ensuring the continuing effectiveness of the management team and the high standards of probity within the Company;
- (c) you shall devote such of your time, your attention and skill as may reasonably be required to the duties of your position as a non-executive director of the Company and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a non-executive director of the Company;
- (d) you shall generally be required to attend general meetings of the Company, meetings of the Board and of any committees, including but not limited to the audit committee, the nomination committee and the remuneration committee of the Company, to which you are or will be appointed as the chairman or a member. If you are unavoidably unable to attend, as much prior notice as required under the Articles, the Companies Act (As Revised) of the Cayman Islands (Chapter 22, Law 3 of 1961), as consolidated and revised from time to time (the "**Cayman Islands Companies Law**"), the Listing Rules or other applicable rules and regulations should be given to the Chairman of the meetings;
- (e) you shall disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you including all interests in the securities required to be disclosed by you under the SFO and all interests in any business which competes or may be competing with the business of the Company and its subsidiaries from time to time. You shall also keep the Board informed on a continuing basis of all changes to such arrangements; and
- (f) in discharging your duties and functions as a non-executive director of the Company, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director of the Company and/or any other regulatory body. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the rules and regulations of the Stock Exchange and the Takeovers Code.

### **3. Termination**

3.1 Your appointment will terminate automatically without any requirement for notice or compensation if:-

- (a) you are disqualified to act as a director under the Articles, the Cayman Islands Companies Law, the Listing Rules or other applicable rules and regulations;

- (b) you retire from the office as a director in accordance with the Articles or the Cayman Islands Companies Law;
  - (c) you are removed from office as a director in accordance with the Articles or the Cayman Islands Companies Law; or
  - (d) you are not re-elected as a director.
- 3.2 Your appointment may be terminated by the Company by summary notice in writing if you:-
- (a) have become guilty of any serious misconduct or committed any material or repeated breach of your obligations as a director;
  - (b) are guilty of conduct tending to bring the Company into disrepute;
  - (c) become bankrupt or have an interim order made against you, or you compound with your creditors generally;
  - (d) are disqualified from being a director by reason of any applicable laws, regulations or court orders in Hong Kong, the Cayman Islands or elsewhere; or
  - (e) have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.
- 3.3 Subject to paragraphs 3.1 and 3.2 above, the Company and you may terminate the appointment by giving to the other party at least 30 days' notice in writing expiring not earlier than the close of the annual shareholders meeting relating to the most recent business year ending within 1 year following appointment referred in paragraph 1.2.
- 3.4 Termination of this appointment shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provision of paragraph 8 below.

#### **4. Remuneration**

Your ordinary remuneration will be fixed from time to time in accordance with the Companies Act by the remuneration committee of the Company and your remuneration during the term of appointment hereunder shall be nil per annum. The Company shall reimburse you for all reasonable out-of-pocket costs, fees and expenses properly incurred in the performance of your duties as a non-executive director of the Company and you will, if so required, provide the Company with receipts or other evidence to the payment of such costs, fees and expenses.

#### **5. Insurance**

You will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board.

## **6. Independent Advice**

If any circumstances should arise in which it becomes necessary for you to seek separate independent legal or other professional advice about your responsibilities as a non-executive director of the Company, you will be reimbursed for your legal costs of doing so.

## **7. Obligations of the Company**

The Company shall, as from time to time reasonably required, disclose to you the information regarding the business and financial position and affairs of the Company (which includes all subsidiaries) and details of any actual or prospective material change in the business or the financial position and affairs of the Company.

## **8. Duty of Confidentiality**

- 8.1 You are aware that the information in relation to the Company's business, finance and the transactions proceeded by the Company which you may have access to during your directorship are confidential information.
- 8.2 Subject to paragraph 8.3 below, you shall not disclose to any third party or use the confidential information in relation to the Company's business and finance (and shall endeavor to avoid it being divulged and made available to the public) during your directorship or after your directorship has ended.
- 8.3 You shall not at any time (including during your directorship or after your directorship has terminated):
- (a) disclose in any form any trade secret or confidential information in relation to the Company, and its subsidiaries (the "**Group**") to any third party but disclosure to the employees of the Group whose province is to know the same and the professional advisers and other agents engaged by the Group owing a duty of confidentiality to the Group if such disclosure is necessary for the performance of your responsibilities as a director shall not fall within this restriction;
  - (b) use any information or knowledge of confidential nature in any form for the benefit of yourself and your relatives or for any purpose other than for those of the Group; and
  - (c) knowingly let the trade secret or confidential information of the Company be divulged but the information which may be obtained by the public without using any manpower resources (which is not due to your fault or omissions) do not fall within this restriction.
- 8.4 All the records, memorandum, reports, documents, etc. which you may have access to during your directorship are the properties of the Company. You shall return the same to the persons designated by the Board upon the expiry or termination of your directorship or the request of the Board during your directorship, and you shall not be entitled to and shall not retain any copies thereof.

8.5 At the request of the Company and on the condition that the Company is liable for the expenses, you agree to execute contracts or confirmations with the Company in which you accept the restrictions set up by the Company in relation to its products, services, districts and time limit (or whatever is applicable under that condition) in order to protect the reasonable interests of the Company.

8.6 Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently, you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Company.

**9. Competing interests**

You shall not, during the term of your appointment and for two years thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with the any Group company without the prior written consent of the Board.

**10. Entire agreement**

This letter of appointment constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

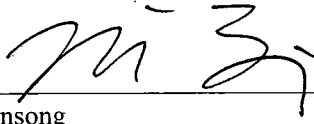
**11. Governing Law**

This letter of appointment shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts in Hong Kong in connection herewith.

Please confirm your acceptance of appointment as a non-executive director of the Company by signing, dating and returning to us the attached form of acceptance.



For and on behalf of  
**CLOUDBREAK PHARMA INC.**

A handwritten signature in black ink, appearing to read 'NI Jinsong', is written over a horizontal line.

NI Jinsong  
Executive Director

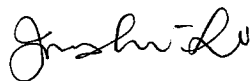
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### **Form of Acceptance**

Date:

I hereby confirm that I accept the appointment as a non-executive director of CLOUDBREAK PHARMA INC. (the “*Company*”) on the terms and conditions set out in this letter of appointment.

I further confirm that I fully understand the contents of this letter of appointment and my duties and obligations as a non-executive director of the Company.



---

Dr. LI Jun Zhi

**CLOUDBREAK PHARMA INC.**

14 March 2025

Mr. CAO Xu (曹旭)  
Room 1, 9/F, Unit 1, Block 4  
Baicuiyuan  
Beihai Road, First Main Street  
Tianjin Economic-Technological  
Development Area  
Tianjin City  
PRC

Dear Sir

**CLOUDBREAK PHARMA INC. (the “Company”) - Non-executive directorship**

We write to confirm our appointment of your goodself as a non-executive director of the Company subject to the terms and conditions specified herein:

**1. Appointment and term**

- 1.1 Your appointment as a non-executive director of the Company shall be governed by the terms of this letter and shall be subject to the articles of the Company (the “*Articles*”), the Rules (the “*Listing Rules*”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “*Stock Exchange*”) and all other applicable laws and regulations in Hong Kong and Cayman Islands, each as amended from time to time.
- 1.2 The shareholders of the Company have ratified the appointment and re-designation of you as non-executive director of the Company and by executing the form of acceptance enclosed to this letter, you agree to continue on with such appointment in the terms and conditions herein. Subject to paragraph 3 below, your appointment shall be for an initial term of one (1) year commencing from the date on which dealings in the shares of the Company first commence on the Main Board of the Stock Exchange and will continue thereafter, unless terminated in accordance with the terms and conditions specified herein.

**2. Responsibilities**

- 2.1 You shall undertake the duties and responsibilities of a non-executive director, as set out in the Listing Rules, and you shall comply with all applicable laws and regulations, including but not limited to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “*SFO*”) and rules made thereunder, and in particular:
- (a) you shall comply with the applicable provisions of the Listing Rules (as amended from time to time), including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules, the provisions of the Corporate Governance Code as set out in Appendix C1 to the Listing Rules, the provisions of the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs (the “*Takeovers Code*”) and other applicable

laws and regulations in Hong Kong and Cayman Islands, as amended from time to time;

- (b) you shall perform your fiduciary duties to the Company, scrutinise the Company's performance in achieving corporate goals and objectives, monitor the reporting of performance, bring an objective view borne by your outside experience, help the board of directors of the Company (the "**Board**") to provide the Company with effective leadership and ensuring the continuing effectiveness of the management team and the high standards of probity within the Company;
- (c) you shall devote such of your time, your attention and skill as may reasonably be required to the duties of your position as a non-executive director of the Company and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a non-executive director of the Company;
- (d) you shall generally be required to attend general meetings of the Company, meetings of the Board and of any committees, including but not limited to the audit committee, the nomination committee and the remuneration committee of the Company, to which you are or will be appointed as the chairman or a member. If you are unavoidably unable to attend, as much prior notice as required under the Articles, the Companies Act (As Revised) of the Cayman Islands (Chapter 22, Law 3 of 1961), as consolidated and revised from time to time (the "**Cayman Islands Companies Law**"), the Listing Rules or other applicable rules and regulations should be given to the Chairman of the meetings;
- (e) you shall disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you including all interests in the securities required to be disclosed by you under the SFO and all interests in any business which competes or may be competing with the business of the Company and its subsidiaries from time to time. You shall also keep the Board informed on a continuing basis of all changes to such arrangements; and
- (f) in discharging your duties and functions as a non-executive director of the Company, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director of the Company and/or any other regulatory body. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the rules and regulations of the Stock Exchange and the Takeovers Code.

### **3. Termination**

- 3.1 Your appointment will terminate automatically without any requirement for notice or compensation if:-

- (a) you are disqualified to act as a director under the Articles, the Cayman Islands Companies Law, the Listing Rules or other applicable rules and regulations;
- (b) you retire from the office as a director in accordance with the Articles or the Cayman Islands Companies Law;
- (c) you are removed from office as a director in accordance with the Articles or the Cayman Islands Companies Law; or
- (d) you are not re-elected as a director.

3.2 Your appointment may be terminated by the Company by summary notice in writing if you:-

- (a) have become guilty of any serious misconduct or committed any material or repeated breach of your obligations as a director;
- (b) are guilty of conduct tending to bring the Company into disrepute;
- (c) become bankrupt or have an interim order made against you, or you compound with your creditors generally;
- (d) are disqualified from being a director by reason of any applicable laws, regulations or court orders in Hong Kong, the Cayman Islands or elsewhere; or
- (e) have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.

3.3 Subject to paragraphs 3.1 and 3.2 above, the Company and you may terminate the appointment by giving to the other party at least 30 days' notice in writing expiring not earlier than the close of the annual shareholders meeting relating to the most recent business year ending within 1 year following appointment referred in paragraph 1.2.

3.4 Termination of this appointment shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provision of paragraph 8 below.

#### **4. Remuneration**

Your ordinary remuneration will be fixed from time to time in accordance with the Companies Act by the remuneration committee of the Company and your remuneration during the term of appointment hereunder shall be nil per annum. The Company shall reimburse you for all reasonable out-of-pocket costs, fees and expenses properly incurred in the performance of your duties as a non-executive director of the Company and you will, if so required, provide the Company with receipts or other evidence to the payment of such costs, fees and expenses.

#### **5. Insurance**

You will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board.

## **6. Independent Advice**

If any circumstances should arise in which it becomes necessary for you to seek separate independent legal or other professional advice about your responsibilities as a non-executive director of the Company, you will be reimbursed for your legal costs of doing so.

## **7. Obligations of the Company**

The Company shall, as from time to time reasonably required, disclose to you the information regarding the business and financial position and affairs of the Company (which includes all subsidiaries) and details of any actual or prospective material change in the business or the financial position and affairs of the Company.

## **8. Duty of Confidentiality**

- 8.1 You are aware that the information in relation to the Company's business, finance and the transactions proceeded by the Company which you may have access to during your directorship are confidential information.
- 8.2 Subject to paragraph 8.3 below, you shall not disclose to any third party or use the confidential information in relation to the Company's business and finance (and shall endeavor to avoid it being divulged and made available to the public) during your directorship or after your directorship has ended.
- 8.3 You shall not at any time (including during your directorship or after your directorship has terminated):
  - (a) disclose in any form any trade secret or confidential information in relation to the Company, and its subsidiaries (the "**Group**") to any third party but disclosure to the employees of the Group whose province is to know the same and the professional advisers and other agents engaged by the Group owing a duty of confidentiality to the Group if such disclosure is necessary for the performance of your responsibilities as a director shall not fall within this restriction;
  - (b) use any information or knowledge of confidential nature in any form for the benefit of yourself and your relatives or for any purpose other than for those of the Group; and
  - (c) knowingly let the trade secret or confidential information of the Company be divulged but the information which may be obtained by the public without using any manpower resources (which is not due to your fault or omissions) do not fall within this restriction.
- 8.4 All the records, memorandum, reports, documents, etc. which you may have access to during your directorship are the properties of the Company. You shall return the same to

the persons designated by the Board upon the expiry or termination of your directorship or the request of the Board during your directorship, and you shall not be entitled to and shall not retain any copies thereof.

- 8.5 At the request of the Company and on the condition that the Company is liable for the expenses, you agree to execute contracts or confirmations with the Company in which you accept the restrictions set up by the Company in relation to its products, services, districts and time limit (or whatever is applicable under that condition) in order to protect the reasonable interests of the Company.
- 8.6 Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently, you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Company.

**9. Competing interests**

You shall not, during the term of your appointment and for two years thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with the any Group company without the prior written consent of the Board.

**10. Entire agreement**

This letter of appointment constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

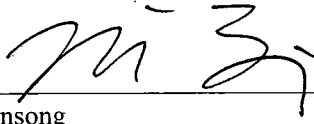
**11. Governing Law**

This letter of appointment shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts in Hong Kong in connection herewith.

Please confirm your acceptance of appointment as a non-executive director of the Company by signing, dating and returning to us the attached form of acceptance.



For and on behalf of  
**CLOUDBREAK PHARMA INC.**

A handwritten signature in black ink, appearing to read 'NI Jinsong', is written over a horizontal line.

NI Jinsong  
Executive Director

---

### **Form of Acceptance**

Date:

I hereby confirm that I accept the appointment as a non-executive director of CLOUDBREAK PHARMA INC. (the “*Company*”) on the terms and conditions set out in this letter of appointment.

I further confirm that I fully understand the contents of this letter of appointment and my duties and obligations as a non-executive director of the Company.



---

Mr. CAO Xu (曹旭)

**CLOUDBREAK PHARMA INC.**

14 March 2025

Mr. Xia Zhidong (夏志東)  
Room 1001, Building 1  
China Merchants  
Jiangwan International  
Jiefang Avenue, Qiaokou District  
Wuhan City  
Hubei Province  
PRC

Dear Sir

**CLOUDBREAK PHARMA INC. (the “Company”) - Non-executive directorship**

We write to confirm our appointment of your goodself as a non-executive director of the Company subject to the terms and conditions specified herein:

**1. Appointment and term**

- 1.1 Your appointment as a non-executive director of the Company shall be governed by the terms of this letter and shall be subject to the articles of the Company (the “*Articles*”), the Rules (the “*Listing Rules*”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “*Stock Exchange*”) and all other applicable laws and regulations in Hong Kong and Cayman Islands, each as amended from time to time.
- 1.2 The shareholders of the Company have ratified the appointment and re-designation of you as non-executive director and by executing the form of acceptance enclosed to this letter, you agree to continue on with such appointment in the terms and conditions herein. Subject to paragraph 3 below, your appointment shall be for an initial term of one (1) year commencing from the date on which dealings in the shares of the Company first commence on the Main Board of the Stock Exchange, unless terminated in accordance with the terms and conditions specified herein.

**2. Responsibilities**

- 2.1 You shall undertake the duties and responsibilities of a non-executive director, as set out in the Listing Rules, and you shall comply with all applicable laws and regulations, including but not limited to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “*SFO*”) and rules made thereunder, and in particular:
  - (a) you shall comply with the applicable provisions of the Listing Rules (as amended from time to time), including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules, the provisions of the Corporate Governance Code as set out in Appendix C1 to the Listing Rules, the provisions of the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs (the “*Takeovers Code*”) and other applicable

laws and regulations in Hong Kong and Cayman Islands, as amended from time to time;

- (b) you shall perform your fiduciary duties to the Company, scrutinise the Company's performance in achieving corporate goals and objectives, monitor the reporting of performance, bring an objective view borne by your outside experience, help the board of directors of the Company (the "**Board**") to provide the Company with effective leadership and ensuring the continuing effectiveness of the management team and the high standards of probity within the Company;
- (c) you shall devote such of your time, your attention and skill as may reasonably be required to the duties of your position as a non-executive director of the Company and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as a non-executive director of the Company;
- (d) you shall generally be required to attend general meetings of the Company, meetings of the Board and of any committees, including but not limited to the audit committee, the nomination committee and the remuneration committee of the Company, to which you are or will be appointed as the chairman or a member. If you are unavoidably unable to attend, as much prior notice as required under the Articles, the Companies Act (As Revised) of the Cayman Islands (Chapter 22, Law 3 of 1961), as consolidated and revised from time to time (the "**Cayman Islands Companies Law**"), the Listing Rules or other applicable rules and regulations should be given to the Chairman of the meetings;
- (e) you shall disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you including all interests in the securities required to be disclosed by you under the SFO and all interests in any business which competes or may be competing with the business of the Company and its subsidiaries from time to time. You shall also keep the Board informed on a continuing basis of all changes to such arrangements; and
- (f) in discharging your duties and functions as a non-executive director of the Company, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director of the Company and/or any other regulatory body. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the rules and regulations of the Stock Exchange and the Takeovers Code.

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- (a) have become guilty of any serious misconduct or committed any material or repeated breach of your obligations as a director;
- (b) are guilty of conduct tending to bring the Company into disrepute;
- (c) become bankrupt or have an interim order made against you, or you compound with your creditors generally;
- (d) are disqualified from being a director by reason of any applicable laws, regulations or court orders in Hong Kong, the Cayman Islands or elsewhere; or
- (e) have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.

3.3 Subject to paragraphs 3.1 and 3.2 above, the Company and you may terminate the appointment by giving to the other party at least 30 days' notice in writing expiring not earlier than the close of the annual shareholders meeting relating to the most recent business year ending within 1 year following appointment referred in paragraph 1.2.

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Your ordinary remuneration will be fixed from time to time in accordance with the Companies Act by the remuneration committee of the Company and your remuneration during the term of appointment hereunder shall be nil per annum. The Company shall reimburse you for all reasonable out-of-pocket costs, fees and expenses properly incurred in the performance of your duties as a non-executive director of the Company and you will, if so required, provide the Company with receipts or other evidence to the payment of such costs, fees and expenses.

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- 8.3 You shall not at any time (including during your directorship or after your directorship has terminated):
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  - (b) use any information or knowledge of confidential nature in any form for the benefit of yourself and your relatives or for any purpose other than for those of the Group; and
  - (c) knowingly let the trade secret or confidential information of the Company be divulged but the information which may be obtained by the public without using any manpower resources (which is not due to your fault or omissions) do not fall within this restriction.
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You shall not, during the term of your appointment and for two years thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with the any Group company without the prior written consent of the Board.

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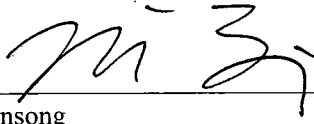
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For and on behalf of  
**CLOUDBREAK PHARMA INC.**

A handwritten signature in black ink, appearing to read 'NI Jinsong', is written over a horizontal line.

NI Jinsong  
Executive Director

---

### **Form of Acceptance**

Date:

I hereby confirm that I accept the appointment as a non-executive director of CLOUDBREAK PHARMA INC. (the “*Company*”) on the terms and conditions set out in this letter of appointment.

I further confirm that I fully understand the contents of this letter of appointment and my duties and obligations as a non-executive director of the Company.

  
Mr. XIA Zhidong (夏志東)

**CLOUDBREAK PHARMA INC.**

14 March 2025

Mr. LAI Hin Wing Henry Stephen (賴顯榮)  
20/F, Block 35  
550 Victoria Road  
Baguio Villa  
Pok Fu Lam, Hong Kong

Dear Sir

**CLOUDBREAK PHARMA INC. (the “Company”) – Independent Non-executive directorship**

We write to confirm our appointment of your goodself as an independent non-executive director of the Company subject to the terms and conditions specified herein:

**1. Appointment and term**

- 1.1 Your appointment as an independent non-executive director of the Company shall be governed by the terms of this letter and shall be subject to the articles of the Company (the “*Articles*”), the Rules (the “*Listing Rules*”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “*Stock Exchange*”) and all other applicable laws and regulations in Hong Kong and Cayman Islands, each as amended from time to time.
- 1.2 The shareholders of the Company have appointed you as an independent non-executive director of the Company and by executing the form of acceptance enclosed to this letter, you agree to continue on with such appointment in the terms and conditions herein. Subject to paragraph 3 below, your appointment shall be for an initial term of 3 years commencing from the date on which dealings in the shares of the Company first commence on the Main Board of the Stock Exchange and will continue thereafter, unless terminated in accordance with the terms and conditions specified herein.

**2. Responsibilities**

- 2.1 You shall undertake the duties and responsibilities of an independent non-executive director, as set out in the Listing Rules, and you shall comply with all applicable laws and regulations, including but not limited to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “*SFO*”) and rules made thereunder, and in particular:
- (a) you shall comply with the applicable provisions of the Listing Rules (as amended from time to time), including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules, the provisions of the Corporate Governance Code as set out in Appendix C1 to the Listing Rules, the provisions of the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs (the “*Takeovers Code*”) and other applicable

laws and regulations in Hong Kong and Cayman Islands, as amended from time to time;

- (b) you shall perform your fiduciary duties to the Company, scrutinise the Company's performance in achieving corporate goals and objectives, monitor the reporting of performance, bring an objective view borne by your outside experience, help the board of directors of the Company (the "**Board**") to provide the Company with effective leadership and ensuring the continuing effectiveness of the management team and the high standards of probity within the Company;
- (c) you shall devote such of your time, your attention and skill as may reasonably be required to the duties of your position as an independent non-executive director of the Company and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an independent non-executive director of the Company;
- (d) you shall generally be required to attend general meetings of the Company, meetings of the Board and of any committees, including but not limited to the audit committee, the nomination committee and the remuneration committee of the Company, to which you are or will be appointed as the chairman or a member. If you are unavoidably unable to attend, as much prior notice as required under the Articles, the Companies Act (As Revised) of the Cayman Islands (Chapter 22, Law 3 of 1961), as consolidated and revised from time to time (the "**Cayman Islands Companies Law**"), the Listing Rules or other applicable rules and regulations should be given to the Chairman of the meetings;
- (e) you shall disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you including all interests in the securities required to be disclosed by you under the SFO and all interests in any business which competes or may be competing with the business of the Company and its subsidiaries from time to time. You shall also keep the Board informed on a continuing basis of all changes to such arrangements; and
- (f) in discharging your duties and functions as an independent non-executive director of the Company, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director of the Company and/or any other regulatory body. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the rules and regulations of the Stock Exchange and the Takeovers Code.

### **3. Termination**

- 3.1 Your appointment will terminate automatically without any requirement for notice or compensation if:-

- (a) you are disqualified to act as a director under the Articles, the Cayman Islands Companies Law, the Listing Rules or other applicable rules and regulations;
- (b) you retire from the office as a director in accordance with the Articles or the Cayman Islands Companies Law;
- (c) you are removed from office as a director in accordance with the Articles or the Cayman Islands Companies Law; or
- (d) you are not re-elected as a director.

3.2 Your appointment may be terminated by the Company by summary notice in writing if you:-

- (a) have become guilty of any serious misconduct or committed any material or repeated breach of your obligations as a director;
- (b) are guilty of conduct tending to bring the Company into disrepute;
- (c) become bankrupt or have an interim order made against you, or you compound with your creditors generally;
- (d) are disqualified from being a director by reason of any applicable laws, regulations or court orders in Hong Kong, the Cayman Islands or elsewhere; or
- (e) have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.

3.3 Subject to paragraphs 3.1 and 3.2 above, the Company and you may terminate the appointment by giving to the other party at least 30 days' notice in writing expiring not earlier than the close of the annual shareholders meeting relating to the most recent business year ending within 1 year following appointment referred in paragraph 1.2.

3.4 Termination of this appointment shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provision of paragraph 8 below.

#### **4. Remuneration**

Your ordinary remuneration will be fixed from time to time in accordance with the Companies Act by the remuneration committee of the Company and your remuneration during the term of appointment hereunder shall be USD30,000 per annum or a pro rata amount for any incomplete year payable in the last month of each financial year of the Company or upon termination of this appointment. The Company shall reimburse you for all reasonable out-of-pocket costs, fees and expenses properly incurred in the performance of your duties as an independent non-executive director of the Company and you will, if so required, provide the Company with receipts or other evidence to the payment of such costs, fees and expenses.

**5. Insurance**

You will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board.

**6. Independent Advice**

If any circumstances should arise in which it becomes necessary for you to seek separate independent legal or other professional advice about your responsibilities as an independent non-executive director of the Company, you will be reimbursed for your legal costs of doing so.

**7. Obligations of the Company**

The Company shall, as from time to time reasonably required, disclose to you the information regarding the business and financial position and affairs of the Company (which includes all subsidiaries) and details of any actual or prospective material change in the business or the financial position and affairs of the Company.

**8. Duty of Confidentiality**

8.1 You are aware that the information in relation to the Company's business, finance and the transactions proceeded by the Company which you may have access to during your directorship are confidential information.

8.2 Subject to paragraph 8.3 below, you shall not disclose to any third party or use the confidential information in relation to the Company's business and finance (and shall endeavor to avoid it being divulged and made available to the public) during your directorship or after your directorship has ended.

8.3 You shall not at any time (including during your directorship or after your directorship has terminated):

- (a) disclose in any form any trade secret or confidential information in relation to the Company, and its subsidiaries (the "**Group**") to any third party but disclosure to the employees of the Group whose province is to know the same and the professional advisers and other agents engaged by the Group owing a duty of confidentiality to the Group if such disclosure is necessary for the performance of your responsibilities as a director shall not fall within this restriction;
- (b) use any information or knowledge of confidential nature in any form for the benefit of yourself and your relatives or for any purpose other than for those of the Group; and
- (c) knowingly let the trade secret or confidential information of the Company be divulged but the information which may be obtained by the public without using any manpower resources (which is not due to your fault or omissions) do not fall within this restriction.

- 8.4 All the records, memorandum, reports, documents, etc. which you may have access to during your directorship are the properties of the Company. You shall return the same to the persons designated by the Board upon the expiry or termination of your directorship or the request of the Board during your directorship, and you shall not be entitled to and shall not retain any copies thereof.
- 8.5 At the request of the Company and on the condition that the Company is liable for the expenses, you agree to execute contracts or confirmations with the Company in which you accept the restrictions set up by the Company in relation to its products, services, districts and time limit (or whatever is applicable under that condition) in order to protect the reasonable interests of the Company.
- 8.6 Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently, you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Company.

**9. Competing interests**

You shall not, during the term of your appointment and for two years thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with the any Group company without the prior written consent of the Board.

**10. Entire agreement**

This letter of appointment constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

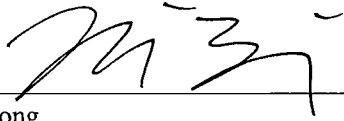
**11. Governing Law**

This letter of appointment shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts in Hong Kong in connection herewith.

Please confirm your acceptance of appointment as an independent non-executive director of the Company by signing, dating and returning to us the attached form of acceptance.



For and on behalf of  
**CLOUDBREAK PHARMA INC.**

A handwritten signature in black ink, appearing to read 'NI Jinsong', is written over a horizontal line.

NI Jinsong  
Executive Director

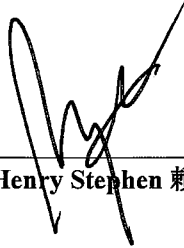
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### **Form of Acceptance**

Date:

I hereby confirm that I accept the appointment as an independent non-executive director of CLOUDBREAK PHARMA INC. (the “*Company*”) on the terms and conditions set out in this letter of appointment.

I further confirm that I fully understand the contents of this letter of appointment and my duties and obligations as an independent non-executive director of the Company.



---

LAI Hin Wing Henry Stephen 賴顯榮

**CLOUDBREAK PHARMA INC.**

14 March 2025

Mr. LIU Chung Mun (廖仲敏)  
Unit C, 30th Floor, Block 1  
Island Crest  
No. 8 First Street  
Sai Ying Pun, Hong Kong

Dear Sir

**CLOUDBREAK PHARMA INC. (the “Company”) – Independent Non-executive directorship**

We write to confirm our appointment of your goodself as an independent non-executive director of the Company subject to the terms and conditions specified herein:

**1. Appointment and term**

- 1.1 Your appointment as an independent non-executive director of the Company shall be governed by the terms of this letter and shall be subject to the articles of the Company (the “*Articles*”), the Rules (the “*Listing Rules*”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “*Stock Exchange*”) and all other applicable laws and regulations in Hong Kong and Cayman Islands, each as amended from time to time.
- 1.2 The shareholders of the Company have appointed you as an independent non-executive director of the Company and by executing the form of acceptance enclosed to this letter, you agree to continue on with such appointment in the terms and conditions herein. Subject to paragraph 3 below, your appointment shall be for an initial term of 3 years commencing from the date on which dealings in the shares of the Company first commence on the Main Board of the Stock Exchange and will continue thereafter, unless terminated in accordance with the terms and conditions specified herein.

**2. Responsibilities**

- 2.1 You shall undertake the duties and responsibilities of an independent non-executive director, as set out in the Listing Rules, and you shall comply with all applicable laws and regulations, including but not limited to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “*SFO*”) and rules made thereunder, and in particular:
  - (a) you shall comply with the applicable provisions of the Listing Rules (as amended from time to time), including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules, the provisions of the Corporate Governance Code as set out in Appendix C1 to the Listing Rules, the provisions of the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs (the “*Takeovers Code*”) and other applicable

laws and regulations in Hong Kong and Cayman Islands, as amended from time to time;

- (b) you shall perform your fiduciary duties to the Company, scrutinise the Company's performance in achieving corporate goals and objectives, monitor the reporting of performance, bring an objective view borne by your outside experience, help the board of directors of the Company (the "**Board**") to provide the Company with effective leadership and ensuring the continuing effectiveness of the management team and the high standards of probity within the Company;
- (c) you shall devote such of your time, your attention and skill as may reasonably be required to the duties of your position as an independent non-executive director of the Company and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an independent non-executive director of the Company;
- (d) you shall generally be required to attend general meetings of the Company, meetings of the Board and of any committees, including but not limited to the audit committee, the nomination committee and the remuneration committee of the Company, to which you are or will be appointed as the chairman or a member. If you are unavoidably unable to attend, as much prior notice as required under the Articles, the Companies Act (As Revised) of the Cayman Islands (Chapter 22, Law 3 of 1961), as consolidated and revised from time to time (the "**Cayman Islands Companies Law**"), the Listing Rules or other applicable rules and regulations should be given to the Chairman of the meetings;
- (e) you shall disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you including all interests in the securities required to be disclosed by you under the SFO and all interests in any business which competes or may be competing with the business of the Company and its subsidiaries from time to time. You shall also keep the Board informed on a continuing basis of all changes to such arrangements; and
- (f) in discharging your duties and functions as an independent non-executive director of the Company, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director of the Company and/or any other regulatory body. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the rules and regulations of the Stock Exchange and the Takeovers Code.

### **3. Termination**

- 3.1 Your appointment will terminate automatically without any requirement for notice or compensation if:-

- (a) you are disqualified to act as a director under the Articles, the Cayman Islands Companies Law, the Listing Rules or other applicable rules and regulations;
- (b) you retire from the office as a director in accordance with the Articles or the Cayman Islands Companies Law;
- (c) you are removed from office as a director in accordance with the Articles or the Cayman Islands Companies Law; or
- (d) you are not re-elected as a director.

3.2 Your appointment may be terminated by the Company by summary notice in writing if you:-

- (a) have become guilty of any serious misconduct or committed any material or repeated breach of your obligations as a director;
- (b) are guilty of conduct tending to bring the Company into disrepute;
- (c) become bankrupt or have an interim order made against you, or you compound with your creditors generally;
- (d) are disqualified from being a director by reason of any applicable laws, regulations or court orders in Hong Kong, the Cayman Islands or elsewhere; or
- (e) have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.

3.3 Subject to paragraphs 3.1 and 3.2 above, the Company and you may terminate the appointment by giving to the other party at least 30 days' notice in writing expiring not earlier than the close of the annual shareholders meeting relating to the most recent business year ending within 1 year following appointment referred in paragraph 1.2.

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#### **4. Remuneration**

Your ordinary remuneration will be fixed from time to time in accordance with the Companies Act by the remuneration committee of the Company and your remuneration during the term of appointment hereunder shall be USD30,000 per annum or a pro rata amount for any incomplete year payable in the last month of each financial year of the Company or upon termination of this appointment. The Company shall reimburse you for all reasonable out-of-pocket costs, fees and expenses properly incurred in the performance of your duties as an independent non-executive director of the Company and you will, if so required, provide the Company with receipts or other evidence to the payment of such costs, fees and expenses.

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**8. Duty of Confidentiality**

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8.3 You shall not at any time (including during your directorship or after your directorship has terminated):

- (a) disclose in any form any trade secret or confidential information in relation to the Company, and its subsidiaries (the "**Group**") to any third party but disclosure to the employees of the Group whose province is to know the same and the professional advisers and other agents engaged by the Group owing a duty of confidentiality to the Group if such disclosure is necessary for the performance of your responsibilities as a director shall not fall within this restriction;
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You shall not, during the term of your appointment and for two years thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with the any Group company without the prior written consent of the Board.

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This letter of appointment constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

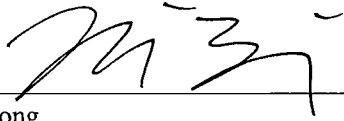
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This letter of appointment shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts in Hong Kong in connection herewith.

Please confirm your acceptance of appointment as an independent non-executive director of the Company by signing, dating and returning to us the attached form of acceptance.



For and on behalf of  
**CLOUDBREAK PHARMA INC.**

A handwritten signature in black ink, appearing to be 'NI Jinsong', written over a horizontal line.

NI Jinsong  
Executive Director

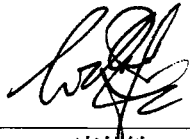
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### **Form of Acceptance**

Date:

I hereby confirm that I accept the appointment as an independent non-executive director of CLOUDBREAK PHARMA INC. (the “*Company*”) on the terms and conditions set out in this letter of appointment.

I further confirm that I fully understand the contents of this letter of appointment and my duties and obligations as an independent non-executive director of the Company.



---

**LIU Chung Mun 廖仲敏**

**CLOUDBREAK PHARMA INC.**

14 March 2025

Ms. NIE Sijiang (聶四江)  
Room 101, Block 51  
No. 18 Hujing Road  
Chancheng District  
Foshan City  
Guangdong Province  
PRC

Dear Madam

**CLOUDBREAK PHARMA INC. (the “Company”) – Independent Non-executive directorship**

We write to confirm our appointment of your goodself as an independent non-executive director of the Company subject to the terms and conditions specified herein:

**1. Appointment and term**

- 1.1 Your appointment as an independent non-executive director of the Company shall be governed by the terms of this letter and shall be subject to the articles of the Company (the “*Articles*”), the Rules (the “*Listing Rules*”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “*Stock Exchange*”) and all other applicable laws and regulations in Hong Kong and Cayman Islands, each as amended from time to time.
- 1.2 The shareholders of the Company have appointed you as an independent non-executive director of the Company and by executing the form of acceptance enclosed to this letter, you agree to continue on with such appointment in the terms and conditions herein. Subject to paragraph 3 below, your appointment shall be for an initial term of three (3) years commencing from the date on which dealings in the shares of the Company first commence on the Main Board of the Stock Exchange and will continue thereafter, unless terminated in accordance with the terms and conditions specified herein.

**2. Responsibilities**

- 2.1 You shall undertake the duties and responsibilities of an independent non-executive director, as set out in the Listing Rules, and you shall comply with all applicable laws and regulations, including but not limited to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “*SFO*”) and rules made thereunder, and in particular:
  - (a) you shall comply with the applicable provisions of the Listing Rules (as amended from time to time), including but not limited to the provisions relating to directors set out in Chapter 3 of the Listing Rules, the provisions of the Corporate Governance Code as set out in Appendix C1 to the Listing Rules, the provisions of the Model Code for Securities Transactions by Directors of Listed Issuers as

set out in Appendix C3 to the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs (the “**Takeovers Code**”) and other applicable laws and regulations in Hong Kong and Cayman Islands, as amended from time to time;

- (b) you shall perform your fiduciary duties to the Company, scrutinise the Company’s performance in achieving corporate goals and objectives, monitor the reporting of performance, bring an objective view borne by your outside experience, help the board of directors of the Company (the “**Board**”) to provide the Company with effective leadership and ensuring the continuing effectiveness of the management team and the high standards of probity within the Company;
- (c) you shall devote such of your time, your attention and skill as may reasonably be required to the duties of your position as an independent non-executive director of the Company and shall faithfully and diligently perform such functions and exercise such powers as are appropriate to your position as an independent non-executive director of the Company;
- (d) you shall generally be required to attend general meetings of the Company, meetings of the Board and of any committees, including but not limited to the audit committee, the nomination committee and the remuneration committee of the Company, to which you are or will be appointed as the chairman or a member. If you are unavoidably unable to attend, as much prior notice as required under the Articles, the Companies Act (As Revised) of the Cayman Islands (Chapter 22, Law 3 of 1961), as consolidated and revised from time to time (the “**Cayman Islands Companies Law**”), the Listing Rules or other applicable rules and regulations should be given to the Chairman of the meetings;
- (e) you shall disclose to the Board all other directorships and other (direct or indirect) interests, employment, consultancies or associations held by you including all interests in the securities required to be disclosed by you under the SFO and all interests in any business which competes or may be competing with the business of the Company and its subsidiaries from time to time. You shall also keep the Board informed on a continuing basis of all changes to such arrangements; and
- (f) in discharging your duties and functions as an independent non-executive director of the Company, you shall observe and comply with all reasonable directions from, and all laws applicable to and all regulations of, the Company including, without prejudice to the generality of the foregoing, all laws and regulations from time to time in force with respect to confidentiality, dealings in shares and notifications required to be made by a director of the Company and/or any other regulatory body. In addition, you shall observe, and use your best endeavours to procure that the Company observes, the rules and regulations of the Stock Exchange and the Takeovers Code.

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  - (c) you are removed from office as a director in accordance with the Articles or the Cayman Islands Companies Law; or
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  - (b) are guilty of conduct tending to bring the Company into disrepute;
  - (c) become bankrupt or have an interim order made against you, or you compound with your creditors generally;
  - (d) are disqualified from being a director by reason of any applicable laws, regulations or court orders in Hong Kong, the Cayman Islands or elsewhere; or
  - (e) have been convicted of a criminal offence relating to integrity or honesty or of market abuse or insider dealing.
- 3.3 Subject to paragraphs 3.1 and 3.2 above, the Company and you may terminate the appointment by giving to the other party at least 30 days' notice in writing expiring not earlier than the close of the annual shareholders meeting relating to the most recent business year ending within 1 year following appointment referred in paragraph 1.2.
- 3.4 Termination of this appointment shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provision of paragraph 8 below.

#### **4. Remuneration**

Your ordinary remuneration will be fixed from time to time in accordance with the Companies Act by the remuneration committee of the Company and your remuneration during the term of appointment hereunder shall be USD25,000 per annum or a pro rata amount for any incomplete year payable in the last month of each financial year of the Company or upon termination of this appointment. The Company shall reimburse you for all reasonable out-of-pocket costs, fees and expenses properly incurred in the performance of your duties as an independent non-executive director of the Company and you will, if

so required, provide the Company with receipts or other evidence to the payment of such costs, fees and expenses.

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You will be covered by any directors' and officers' liability insurance that the Company (in its absolute discretion) purchases for the rest of the Board.

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**7. Obligations of the Company**

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8.3 You shall not at any time (including during your directorship or after your directorship has terminated):

- (a) disclose in any form any trade secret or confidential information in relation to the Company, and its subsidiaries (the "**Group**") to any third party but disclosure to the employees of the Group whose province is to know the same and the professional advisers and other agents engaged by the Group owing a duty of confidentiality to the Group if such disclosure is necessary for the performance of your responsibilities as a director shall not fall within this restriction;
- (b) use any information or knowledge of confidential nature in any form for the benefit of yourself and your relatives or for any purpose other than for those of the Group; and
- (c) knowingly let the trade secret or confidential information of the Company be divulged but the information which may be obtained by the public without using

any manpower resources (which is not due to your fault or omissions) do not fall within this restriction.

- 8.4 All the records, memorandum, reports, documents, etc. which you may have access to during your directorship are the properties of the Company. You shall return the same to the persons designated by the Board upon the expiry or termination of your directorship or the request of the Board during your directorship, and you shall not be entitled to and shall not retain any copies thereof.
- 8.5 At the request of the Company and on the condition that the Company is liable for the expenses, you agree to execute contracts or confirmations with the Company in which you accept the restrictions set up by the Company in relation to its products, services, districts and time limit (or whatever is applicable under that condition) in order to protect the reasonable interests of the Company.
- 8.6 Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently, you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Company.

#### **9. Competing interests**

You shall not, during the term of your appointment and for two years thereafter, be a director or employee or agent of, or have any other material financial interest or involvement in, any business or enterprise which competes or is likely to compete or has a significant business relation with the any Group company without the prior written consent of the Board.

#### **10. Entire agreement**

This letter of appointment constitutes the entire agreement of the parties about its subject matter and supersedes all previous letters of appointment, agreements, understandings and negotiations on that subject matter.

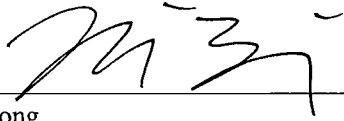
#### **11. Governing Law**

This letter of appointment shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts in Hong Kong in connection herewith.

Please confirm your acceptance of appointment as an independent non-executive director of the Company by signing, dating and returning to us the attached form of acceptance.



For and on behalf of  
**CLOUDBREAK PHARMA INC.**

A handwritten signature in black ink, appearing to be 'NI Jinsong', written over a horizontal line.

NI Jinsong  
Executive Director

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### **Form of Acceptance**

Date:

I hereby confirm that I accept the appointment as an independent non-executive director of CLOUDBREAK PHARMA INC. (the “*Company*”) on the terms and conditions set out in this letter of appointment.

I further confirm that I fully understand the contents of this letter of appointment and my duties and obligations as an independent non-executive director of the Company.

李四江

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NIE Sijiang 聶四江