



## INVESTMENT LOAN AGREEMENT

between Granthera Limited (Lender) and Jyong Biotech Ltd. (Borrower)  
in the amount of US\$5,000,000

with the right to purchase an option to acquire a share in the company's authorised capital

**No. 105483KC / 2025**

**Date: «12» June 2025**

**Granthaera Limited**, registered under the laws of the United Kingdom, registration number 16594130, with its registered office at: TOWER 42 INTERNATIONAL FINANCIAL CENTRE 25 OLD BROAD STREET LONDON ENGLAND EC2N 1HN, represented by **Joshua Morris**, hereinafter referred to as the "Lender", of the first part, and **Jyong Biotech Ltd.**, registered under the laws of the Republic of China (Taiwan), registration number 001-42701, with its registered office at: 23F-3, NO.95, SEC. 1, XINTAI 5TH RD. XIZHI DIST. NEW TAIPEI CITY 221, represented by **Fu-Feng Kuo**, hereinafter referred to as the "Borrower", of the second part, hereinafter collectively referred to as the "Parties", have concluded this Agreement (hereinafter referred to as the "Agreement") as follows:

### 1. SUBJECT OF THE AGREEMENT

- 1.1. The Lender shall provide the Borrower with a loan in the amount of **5,000,000 (five million) US dollars** via bank transfer to the account specified by the Borrower. By separate agreement, the Parties may use cryptocurrency if this does not contradict the legislation of the relevant jurisdiction.
- 1.2. The loan maturity period is **6 months** from the date of signing the agreement or **3 months** from the date of successful placement of shares on NASDAQ.
- 1.3. Interest shall accrue on the loaned funds at the rate of **3.16% (seven point sixteen percent)** per week, payable together with the principal amount of the loan.
- 1.4. The loan is secured by the Lender's right to purchase **up to 20%** of the Borrower's shares at the market price prevailing at the time of the loan maturity date.

### 2. LOAN COLLATERAL

- 2.1. As collateral for the repayment of the loan, the Borrower shall transfer to the management of the Lender **20% (twenty per cent) of the total number of ordinary shares issued and placed by Jyong Biotech Ltd on the NASDAQ stock exchange.**
- 2.2. The trust management of the said securities shall be carried out by the Lender until the Borrower fully fulfills its obligations under the loan.

### 3. REPAYMENT PROCEDURE

- 3.1. If the Creditor exercises the option on the shares, the Borrower shall have the right of priority repurchase at the market price at the time of exercise of the option, calculated as the **weighted average price for 30 trading days.**
- 3.2. If the market value of such securities is less than the loan amount, the Borrower undertakes to cover the difference by transferring additional company shares or providing liquid capital.

3.3. Repurchase of the securities by the Borrower shall be carried out by transferring the corresponding monetary funds **in non-cash form to the cryptocurrency wallet specified** to the Lender's account within 10 (ten) banking days from the date of expiry of the loan term. The transfer shall be confirmed by payment instructions and a reconciliation statement signed by both Parties.

#### 4. LIABILITY OF THE PARTIES

4.1. In the event of late payment, a penalty of 0.1% of the outstanding amount shall be charged for each day of delay, but not exceeding 10% of the outstanding amount.

4.2. All costs related to debt collection shall be borne by the Borrower.

#### 5. MISCELLANEOUS PROVISIONS

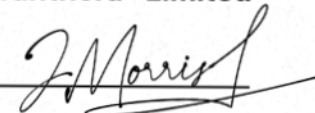
5.1. This Agreement shall come into force upon signing by the Parties.

5.2. This agreement is governed by the laws of England and Wales. All disputes shall be settled by arbitration at the LCIA in London. The language of arbitration shall be English.

5.3. The Agreement is executed in two copies of equal legal force, one for each Party.

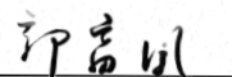
#### SIGNATURES OF THE PARTIES:

Lender: **Granterha Limited**

Signature: 



Borrower: **Jyong Biotech Ltd.**

Signature: 







# GRANTHERA

## OPTION AGREEMENT

**(to the Investment Loan Agreement dated «12» June 2025)**

**Grantha Limited**, registered under the laws of the United Kingdom, registration number 16594130, with its registered office at: TOWER 42 INTERNATIONAL FINANCIAL CENTRE 25 OLD BROAD STREET LONDON ENGLAND EC2N 1HN, represented by **Joshua Morris**, acting under the Articles of Association, hereinafter referred to as the 'Option Holder', on the one hand, and **Jyong Biotech Ltd.**, registered under the laws of the Republic of China (Taiwan), registration number 001-42701, with its registered office at: 23F-3, NO.95, SEC. 1, XINTAI 5TH RD. XIZHI DIST. NEW TAIPEI CITY 221, represented by **Fu-Feng Kuo**, acting under the Articles of Association, hereinafter referred to as the 'Company', on the other hand, together referred to as the 'Parties', have entered into this Option Agreement (hereinafter referred to as the 'Agreement') as follows:

### 1. SUBJECT MATTER OF THE AGREEMENT

1.1. The Company grants the Option Holder an irrevocable right (option) to acquire up to **20% (twenty per cent)** of the total number of ordinary shares of the Company issued and placed at the time of the initial public offering of the Company's shares on the NASDAQ stock exchange.

1.2. The Option Holder shall have the right, at its discretion, to exercise the option in whole or in part in accordance with the terms and conditions of this Agreement.

### 2. TERMS AND CONDITIONS FOR EXERCISING THE OPTION

2.1. The option may be exercised by the Option Holder in the following cases:  
if the Borrower delays repayment of the investment loan under the Investment Loan Agreement dated **«12» June 2025** for more than **30 (thirty)** calendar days; by mutual written agreement of the Parties at any time.

2.2. To exercise the option, the Holder shall send a written notice to the Company specifying the number of shares to be purchased and the calculation of the purchase price.

2.3. The market price of the shares shall be determined as the average closing price of the Company's ordinary shares on the Nasdaq stock exchange for 30 (thirty) trading days preceding the date of notification.

2.4. The Company shall provide the Option Holder with the opportunity to purchase the shares at the specified market price within **20 (twenty)** calendar days from the date of receipt of the notice.

### 3. RIGHT OF FIRST REFUSAL

3.1. In the event of the option being exercised, the Company shall have the right to exercise its right of first refusal to purchase the shares offered for sale by the Option Holder at the price specified in **clause 2.3** within **10 (ten)** calendar days from the date of receipt of the notice.

3.2. In the absence of written confirmation of the intention to exercise the right of first refusal within the specified period, the right of first refusal shall be deemed forfeited.

#### 4. ADDITIONAL TERMS AND CONDITIONS

4.1. The transfer of shares shall be carried out **in non-cash form**, in accordance with the procedure established by the legislation of the jurisdiction of registration of the Company.

4.2. All expenses related to the exercise of the option (including taxes and fees, if applicable) shall be **paid by the party responsible** for them in accordance with the law.

4.3. The Company undertakes not to create any obstacles to the transfer of shares to the Option Holder and not to alienate the specified shares to third parties before the expiry of this Agreement.

#### 5. TERM OF THE OPTION

5.1. This Agreement shall come into force upon its signing and shall remain in force until the Borrower has fulfilled its obligations under the Investment Loan Agreement in full, or until the date on which the Parties sign an agreement to terminate the option.

#### 6. APPLICABLE LAW AND ARBITRATION

6.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

6.2. All disputes arising out of or in connection with this Agreement shall be settled by the London Court of International Arbitration (LCIA) in accordance with its Rules of Arbitration. The arbitration shall be conducted in English.

6.3. The decision of the arbitration shall be final and binding on both Parties.

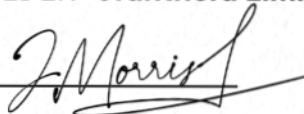
#### 7. FINAL PROVISIONS

7.1. This Agreement is made in two copies, each having equal legal force, one copy for each Party.

7.2. Any amendments and additions to this Agreement shall be valid only in writing and signed by both Parties.

#### SIGNATURES OF THE PARTIES:

OPTION HOLDER: **Grantha Limited**

Signature: 



COMPANY: **Jyong Biotech Ltd.**

Signature: 