

PRENETICS GLOBAL LTD

FORM 20-F

(Annual and Transition Report (foreign private issuer))

Filed 04/30/25 for the Period Ending 12/31/24

Telephone	(852) 2210-7188
CIK	0001876431
Symbol	PRE
SIC Code	3826 - Laboratory Analytical Instruments
Industry	Biotechnology & Medical Research
Sector	Healthcare
Fiscal Year	12/31

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 20-F

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2024.

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report

For the transition period from to

Commission file number: 001-41401

Prenetics Global Limited

(Exact name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

Cayman Islands

(Jurisdiction of incorporation or organization)

11401 Granite St.
Charlotte, NC, 28273
USA

Unit 703-706, K11 Atelier
728 King's Road, Quarry Bay
Hong Kong

(Address of principal executive offices)

Stephen HC Lo, Chief Financial Officer
Unit 703-706, K11 Atelier
728 King's Road, Quarry Bay
Hong Kong

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol (s)	Name of each exchange on which registered
Class A ordinary shares, par value \$0.0015 per share Warrants	PRE PRENW	The Nasdaq Stock Market LLC The Nasdaq Stock Market LLC

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None
(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report:

As of December 31, 2024, there were 12,984,844 ordinary shares issued and outstanding, par value \$0.0015 per share, being the sum of 11,403,872 Class A ordinary shares, 1,580,972 Class B ordinary shares, and 17,352,363 warrants.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Note - Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Emerging Growth Company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards[†] provided pursuant to Section 13(a) of the Exchange Act.

[†] The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Yes No

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP

International Financial Reporting Standards as issued
by the International Accounting Standards Board

Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes No

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CONVENTIONS AND FREQUENTLY USED TERMS

In this annual report, unless otherwise indicated or unless the context otherwise requires:

“ACT Genomics” means ACT Genomics Holdings Company Limited;

“ACT Acquisition” means the acquisition of 74.39% of the equity interest in ACT Genomics;

“ACT Sale and Purchase Agreements” means the Agreements for Sale and Purchase dated December 16, 2022 and January 3, 2023, respectively, by and among the Company, ACT Genomics, and certain other persons specified thereunder;

“Artisan” means Artisan Acquisition Corp., an exempted company limited by shares incorporated under the laws of the Cayman Islands;

“Business Combination” means the Initial Merger, the Acquisition Merger and the other transactions contemplated by the Business Combination Agreement;

“Business Combination Agreement” means the business combination agreement, dated September 15, 2021 (As amended by an Amendment to Business Combination Agreement dated as of March 30, 2022) by and among the Company, Artisan and other parties thereto;

“Cayman Islands Companies Act” means the Companies Act (As Revised) of the Cayman Islands;

“China” or “PRC,” in each case, means the People’s Republic of China, including Hong Kong and Macau and excluding, solely for the purpose of this annual report, Taiwan. The term “Chinese” has a correlative meaning for the purpose of this annual report;

“Class A Ordinary Share” means a Class A ordinary share, par value \$0.0015 per share, of the Company;

“Class B Ordinary Share” means a convertible Class B ordinary share, par value \$0.0015 per share, of the Company;

“Closing” means the closing of the Acquisition Merger;

“Closing Date” means May 18, 2022;

“Continental” means Continental Stock Transfer & Trust Company;

“ESOP” means the 2021 Share Incentive Plan of Prenetics adopted on June 16, 2021, as may be amended from time to time;

“Europa Group” means Europa Group Holdings Ltd, an exempted company limited by shares incorporated under the laws of the Cayman Islands;

“Exchange Ratio” means a ratio equal to 2.033097981;

“Hubmatrix” means Hubmatrix Partners, LLC; a limited liability company incorporated under the laws of the State of Delaware;

“IM8” means various health supplement products sold under the IM8 brand name;

“IM8 Group” means IM8 Group Holding Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands;

“mainland China” means the People’s Republic of China, excluding, solely for the purpose of this annual report, Hong Kong, Macau and Taiwan. The term “mainland Chinese” has a correlative meaning for the purpose of this annual report;

“NASDAQ” means the Nasdaq Stock Market;

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“Prenetics” means Prenetics Holding Company Limited, formerly known as Prenetics Group Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands;

“Prenetics Group” means Prenetics Holding Company Limited, together as a group with its subsidiaries, including its operating subsidiaries;

“Prenetics HK” means Prenetics Limited, a limited liability company incorporated in Hong Kong;

“Reverse Stock Split” means the 1-for-15 reverse stock split effected by the Company on November 14, 2023. In this annual report, where we state historical share and per-share numbers, we have, where appropriate, reflected a retroactive adjustment due to the Reverse Stock Split in parentheses;

“SEC” means the U.S. Securities and Exchange Commission;

“securities” refer to our Class A Ordinary Shares and Warrants;

“shares” or “ordinary shares” refer to our Class A Ordinary Shares and Class B Ordinary Shares;

“U.S. Dollars,” “US\$,” “USD” and “\$” means United States dollars, the legal currency of the United States;

“Warrants” means warrants of the Company, each entitling its holder to purchase 1.29 Class A Ordinary Share at an exercise price of \$133.65 per 1.29 shares (or an effective price of \$103.60 per share), subject to adjustment pursuant to the terms of the Assignment, Assumption and Amendment Agreement and the warrant agreement, dated May 13, 2021, by and between Artisan and Continental.

“we,” “us,” “our,” “the Company” and “our company” refer to Prenetics Global Limited and its subsidiaries and consolidated affiliated entities. References to “Prenetics” refers to Prenetics Holding Company Limited.

References to “U.S. Dollars,” “USD,” “US\$” and “\$” in this annual report are to United States dollars, the legal currency of the United States. Discrepancies in any table between totals and sums of the amounts listed are due to rounding. Certain amounts and percentages have been rounded; consequently, certain figures may add up to be more or less than the total amount and certain percentages may add up to be more or less than 100% due to rounding. In particular and without limitation, amounts expressed in millions contained in this annual report have been rounded to a single decimal place for the convenience of readers.

FORWARD-LOOKING STATEMENTS

This annual report on Form 20-F includes statements that express our opinions, expectations, beliefs, plans, objectives, assumptions or projections regarding future events or future results of operations or financial condition and therefore are, or may be deemed to be, “forward-looking statements.” These forward-looking statements are made under the “safe harbor” provisions of the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements can generally be identified by the use of forward-looking terminology, including the terms “believe,” “estimate,” “anticipate,” “expect,” “seek,” “project,” “intend,” “plan,” “may,” “will” or “should” or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this annual report and include statements regarding our intentions, beliefs or current expectations concerning, among other things, our results of operations, financial condition, liquidity, prospects, growth, strategies, future market conditions or economic performance and developments in the capital and credit markets and expected future financial performance, the markets in which we operate, as well as the possible or assumed future results of operations of our Company. Such forward-looking statements are based on available current market material and management’s expectations, beliefs and forecasts concerning future events impacting us. Factors that may impact such forward-looking statements include:

- The regulatory environment and changes in laws, regulations or policies in the jurisdictions in which we operate;
- Our ability to successfully compete in highly competitive industries and markets;
- Our ability to continue to adjust our offerings to meet market demand, attract customers to choose our products and services and grow our ecosystem;
- Political instability in the jurisdictions in which we operate;
- The overall economic environment and general market and economic conditions in the jurisdictions in which we operate;
- Our ability to execute our strategies, manage growth and maintain our corporate culture as we grow;
- Our anticipated investments in new products, services, collaboration arrangements, technologies and strategic acquisitions, and the effect of these investments on our results of operations;
- Our ability to develop and protect intellectual property;
- Changes in the need for capital and the availability of financing and capital to fund these needs;
- Anticipated technology trends and developments and our ability to address those trends and developments with our products and services;
- The safety, affordability, convenience and breadth of our products and services;
- Man-made or natural disasters, health epidemics, and other outbreaks including war, acts of international or domestic terrorism, civil disturbances, occurrences of catastrophic events and acts of God such as floods, earthquakes, wildfires, typhoons and other adverse weather and natural conditions that may directly or indirectly affect our business or assets;
- The loss of key personnel and the inability to replace such personnel on a timely basis or on acceptable terms;
- Exchange rate fluctuations;
- Changes in interest rates or rates of inflation;
- Legal, regulatory and other proceedings;
- Our ability to maintain the listing of our securities on NASDAQ;
- The results of any future financing efforts; and
- Our ability to integrate our business successfully with newly acquired businesses and realize the anticipated synergies and related benefits, or to do so within the anticipated timeframe.

The forward-looking statements contained in this annual report are based on our current expectations and beliefs concerning future developments and their potential effects on us. There can be no assurance that future developments affecting us will be those that we have anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond our control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These risks and uncertainties

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include, but are not limited to, those factors described under “Item 3. Key Information — D. Risk Factors.” Should one or more of these risks or uncertainties materialize, or should any of the assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. We do not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws. In light of these risks and uncertainties, you should keep in mind that any event described in a forward-looking statement made in this annual report or elsewhere might not occur.

PART I.

ITEM 1.IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2.OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3.KEY INFORMATION

Our Holding Company Structure

We are a Cayman Islands holding company with business operations primarily conducted by our subsidiaries, in particular, Prenetics, ACT Genomics, IM8 Group, Europa Group, and their respective subsidiaries. Investors purchasing our securities are purchasing equity interests in the Cayman Islands holding company.

Throughout this annual report, unless the context indicates otherwise, references to “we,” “us,” “our,” “the Company” and “our company” refer to Prenetics Global Limited and its subsidiaries and consolidated affiliated entities.

Permissions Required from the PRC Authorities for Our Operations

We believe that, to the extent applicable, we and our subsidiaries have obtained all requisite permissions material to our operations as of the date of this annual report. Our operations are primarily conducted through subsidiaries in Hong Kong and other jurisdictions. For the years ended December 31, 2022, 2023, and 2024, we generated all our revenue from businesses outside mainland China. We do not sell testing products, solicit customers, or manage customer personal data in mainland China, nor do we have access to such data. Based on advice from our PRC legal counsel, DaHui Lawyers, we believe we are not currently required to obtain any approvals from PRC governmental agencies to operate our business or to list our securities internationally.

However, if we incorrectly conclude that approvals are unnecessary or if regulatory requirements change, obtaining necessary approvals may require significant time and expense. Failure to obtain these approvals could subject us to penalties, sanctions, or restrictions on our business and listing status, materially and adversely affecting our operations and financial condition.

The Holding Foreign Companies Accountable Act

We are dual-headquartered in Charlotte, North Carolina, and Hong Kong. Given our operations in Hong Kong and our listing on Nasdaq, we are subject to the Holding Foreign Companies Accountable Act (HFCAA), which may impact investors in our securities. The HFCAA, enacted in December 2020 and amended by the Consolidated Appropriations Act of 2023, requires the U.S. Securities and Exchange Commission (SEC) to identify issuers whose audit reports are prepared by accounting firms that the Public Company Accounting Oversight Board (PCAOB) cannot inspect or investigate fully due to foreign jurisdictional restrictions. If an issuer is identified as a "Commission-Identified Issuer" for two consecutive years, the SEC must prohibit the trading of the issuer's securities on U.S. exchanges, which could affect the liquidity and value of our shares.

For the fiscal year ended December 31, 2024, our financial statements were audited by Deloitte Touche Tohmatsu, a Hong Kong-based accounting firm registered with the PCAOB. In 2022, the PCAOB entered into a Statement of Protocol with the China Securities Regulatory Commission (CSRC) and the Ministry of Finance of the People's Republic of China, allowing PCAOB inspections of audit firms in mainland China and Hong Kong. Since 2023, the PCAOB has successfully conducted inspections of Hong Kong-based audit firms, including those auditing U.S.-listed companies. As a result, the PCAOB vacated its prior determinations of non-compliance for Hong Kong firms in December 2023, and as of December 31, 2024, there are no PCAOB-identified jurisdictions posing inspection barriers. Consequently, we have not been identified as a Commission-Identified Issuer under the HFCAA for fiscal year 2024.

Risks Relating to Doing Business in Hong Kong

While we currently have no business operations in mainland China and do not utilize Variable Interest Entity (VIE) structures, our operations in Hong Kong as a Special Administrative Region of China expose us to certain legal and regulatory risks. The Chinese government maintains significant oversight authority over Hong Kong, and changes in PRC policies or their application to Hong Kong - particularly regarding data security, cybersecurity reviews, or foreign investment restrictions - could materially impact our business. Although existing PRC regulations such as the Data Security Law and Personal Information Protection Law do not currently apply directly to our operations, any future extension of these or similar regulations to Hong Kong could subject us to new compliance obligations, potentially affecting our ability to operate efficiently, accept foreign investment, or maintain our U.S. listing. Furthermore, evolving U.S.-China relations and related policies may create additional regulatory complexities for Hong Kong-based companies like ours. We continue to monitor these developments and assess potential impacts on our operations and strategic plans.

Enforceability of Civil Liabilities

As a Cayman Islands exempted company with substantially all operations, assets, and management located outside the United States, you may face significant challenges in enforcing legal rights against us or our directors and officers. Most of our directors and executive officers reside in Hong Kong or other non-U.S. jurisdictions, making it difficult to effect service of process or bring actions in U.S. courts based on U.S. securities laws. Judgments obtained in U.S. courts may not be enforceable in the jurisdictions where we or our management are located.

Our corporate governance is subject to Cayman Islands law, including the Companies Act and common law precedents, which differ materially from U.S. corporate law. Notably: (1) Cayman Islands common law derives from limited local judicial precedent and non-binding English common law; (2) shareholder rights and director fiduciary duties differ from those under U.S. state laws like Delaware; and (3) Cayman Islands securities laws provide different protections than U.S. federal securities laws. Additionally, shareholders may lack standing to bring derivative actions in U.S. federal courts.

As a result of all of the above, you may face difficulties in protecting your interests, and your ability to protect your rights through U.S. courts may be limited. See “Part I. Item 3.D. Risk Factors – You may face difficulties in protecting your interests, and your ability to protect your rights through U.S. courts may be limited, because we are incorporated under the laws of the Cayman Islands, we conduct substantially all of our operations, and a majority of our directors and executive officers reside, outside of the United States.”

A. [Reserved]

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Summary of Risk Factors

An investment in our Class A Ordinary Shares and Warrants involves significant risks. Below is a summary of certain material risks we face. These risks are more fully described under “ — D. Risk Factors.” You should carefully consider such risks before making an investment decision. Additional risks not presently known to us or that we currently deem immaterial may also impair our business operations. Our business, financial condition, results of operations or prospects could be materially and adversely affected by any of these risks.

Risks Relating to Our Business and Industry

- We are a relatively early-stage company with a limited operating history in rapidly developing markets, which may make it challenging to evaluate our business and predict our future performance.
- Our historical reliance on COVID-19 testing revenue, now discontinued, heightens the risk of failing to generate significant revenue from new products, which could harm our business.
- Failure to commercialize key products like CircleDNA and IM8 could materially affect our revenue and future prospects.
- The consumer genetic testing market is highly competitive, and many of our competitors are more established and have stronger marketing capabilities and greater financial resources, which presents a continuous threat to the success of our consumer genetic testing business.
- If our products and services do not deliver reliable results as expected, our reputation, business and operating results will be adversely affected.
- We have a limited history introducing new products and services to our customers. The future prospects of our business may be harmed if our efforts to attract new customers and engage existing customers by introducing new products are unsuccessful.
- Our CircleDNA and IM8 businesses depend on our ability to maintain a strong base of engaged customers and content creators, including the use of social media. We may not be able to maintain and enhance our brand if we experience negative publicity related to our marketing efforts or use of social media, fail to maintain and grow our network of content creators, or otherwise fail to meet our customers' expectations.
- We rely on a limited number of suppliers and may not be able to find replacements or immediately transition to alternative suppliers, which could adversely affect our ability to meet customer demand.
- Our business significantly depends upon the strength of our brands, including Prenetics, CircleDNA, IM8, Europa, Hubmatrix and ACT Genomics, and any harm to our brands or reputation may materially and adversely affect our business and results of operations.
- If we cannot provide quality technical and customer and user support, we could lose customers, and our business and prospects may be adversely affected.
- If we are unable to successfully expand our sales and marketing infrastructure to match our growth, our business may be adversely affected.
- The launch of our new nutrient products under the IM8 brand name, may face challenges that could impact our results of operations and reputation.

Risks Relating to Doing Business in Hong Kong

- The mainland Chinese government has significant oversight, discretion and control over the manner in which companies incorporated under the laws of mainland China must conduct their business activities, but as we operate in Hong Kong and not mainland China, the mainland Chinese government currently does not exert direct oversight and discretion over the manner in which we conduct our business activities. However, since Hong Kong is a special administrative region of China, there is no guarantee that the mainland Chinese government will not seek to intervene or influence our operations at any time, thus legal and operational risks associated with operating in China also apply to operations in Hong Kong. If we were to become subject to such oversight, discretion and control, including over overseas offerings of securities and/or foreign investments, it may result in a material adverse change in our operations, significantly limit or completely hinder our ability to offer or continue to offer securities to investors and cause the value of our securities to significantly decline or be worthless, which would materially affect the interests of the investors.
- Our business, financial condition and results of operations, and/or the value of our securities or our ability to offer or continue to offer securities to investors may be materially and adversely affected to the extent the laws and regulations of mainland China become applicable to us. In that case, we may be subject to the risks and uncertainties associated with the evolving laws and regulations in mainland China, their interpretation and

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implementation, and the legal and regulatory system in mainland China more generally, including with respect to the enforcement of laws and the possibility of changes of rules and regulations with little or no advance notice.

Risks Relating to Acquisitions

- We have engaged in and may continue to engage in acquisitions, investments, strategic alliances, joint ventures, or divestitures in the future, which could require significant management attention and resources, may not achieve their intended results and could adversely affect our business, financial condition and results of operations.
- Our acquisition may not be accretive, and may be dilutive, to our earnings per share, which may negatively affect the market price of our ordinary shares.
- Our acquisition of Europa may not achieve the expected benefits and could expose us to unanticipated liabilities and operational challenges.

Risks Relating to Government Regulation

- Our business collects and processes a large amount of data including personal information, and we will face legal, reputational, and financial risks if we fail to protect our customers' data from security breaches or cyberattacks. We are also subject to various laws and regulations relating to privacy or the protection or transfer of data relating to individuals, and any change in such laws and regulations or any failure by us to comply with such laws and regulations could adversely affect our business.
- Our products and services are and will continue to be subject to extensive regulation, compliance of which could be costly and time-consuming or may cause unanticipated delays or prevent the receipt of the required approvals to offer our products and services.

Risks Relating to Our Securities

- The trading prices of our Class A Ordinary Shares and Warrants may be volatile and a market for our Class A Ordinary Shares and Warrants may not develop, which would adversely affect the liquidity and price of our Class A Ordinary Shares.
- If securities or industry analysts do not publish research, publish inaccurate or unfavorable research or cease publishing research about us, our share price and trading volume could decline significantly.
- Sales of a substantial number of our securities in the public market could cause the price of our Class A Ordinary Shares and Warrants to fall.
- You may face difficulties in protecting your interests, and your ability to protect your rights through U.S. courts may be limited, because we are incorporated under the laws of the Cayman Islands, we conduct substantially all of our operations, and a majority of our directors and executive officers reside, outside of the United States.
- Our securities may be prohibited from being traded in the United States under the Holding Foreign Companies Accountable Act in the future if the PCAOB is unable to inspect or investigate completely auditors located in China. The Holding Foreign Companies Accountable Act, as amended by the Consolidated Appropriations Act, 2023, decreased the number of "non-inspection years" from three years to two years, and thus, reduced the time before our securities may be prohibited from trading or delisted. The delisting of our securities, or the threat of them being delisted, may materially and adversely affect the value of your investment.

Risks Relating to Our Business and Industry

We are a relatively early-stage company with a limited operating history in rapidly developing markets, which may make it challenging to evaluate our business and predict our future performance.

We have a limited operating history upon which you can evaluate our business and prospects. Our limited operating history may make it difficult to evaluate our current business and predict our future performance, prospects or viability. Operating in new markets like genetic testing and nutritional supplements creates uncertainties in forecasting revenue, scaling operations, and competing effectively. Any assessment of our prospects is subject to significant uncertainty and must be considered in light of the risks and difficulties frequently encountered by companies in their early stage of development, particularly those in new and rapidly evolving markets like us. These risks include, among others, an

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evolving and unpredictable business model and the management of growth. Failure to address these risks successfully, our revenue, results of operations and business could be materially and adversely affected.

Our historical reliance on COVID-19 testing revenue, now discontinued, heightens the risk of failing to generate significant revenue from new products, which could harm our business.

We generated a total revenue of approximately \$35.2 million and \$30.7 million for the years ended December 31, 2023 and 2024, respectively, out of which \$13.5 million and \$97.2 thousand were generated from our discontinued COVID-19 testing services. Failure to replace historical revenue could lead to sustained losses and impair our ability to fund operations or growth initiatives. Our ability to execute our growth strategies and achieve and maintain profitability will depend on our ability to derive significant revenue from other products and services and expand our overall customer base. Our shift to products like CircleDNA and IM8 requires successful market penetration. If we are unable to launch new products successfully and expand our overall customer base, our business and results of operations will be materially and adversely affected.

Failure to commercialize key products like CircleDNA and IM8 could materially affect our revenue and future prospects.

The commercial success of our key products is dependent on gaining regulatory approvals, gaining acceptance from healthcare providers and consumers, maintaining competitive pricing, executing effective marketing, securing partnerships, and complying with regulations across jurisdictions. Rapid technological advances in diagnostics could render our products obsolete if we fail to innovate.

If our products are not successfully commercialized, our ability to generate revenue and achieve profitability could be materially impaired, limiting our capacity to develop new products.

Our recent expansion into the consumer health and wellness market through the launch of IM8, a premium supplements brand co-founded with David Beckham, introduces additional risks that could materially and adversely affect our business and future prospects. The success of IM8 is contingent upon factors such as: (i) the ability to develop and market products that meet consumer preferences and health trends; (ii) establishing and maintaining a strong brand reputation in a competitive market; (iii) effective collaboration with partners like David Beckham and institutions such as the Mayo Clinic; (iv) navigating regulatory requirements for health supplements across various jurisdictions; and (v) managing supply chain logistics, especially following our acquisition of Europa Sports Partners, to ensure timely distribution and product availability. Failure in any of these areas could impede the successful commercialization of IM8 products, thereby adversely impacting our revenue and profitability.

The consumer genetic testing market is highly competitive, and many of our competitors are more established and have stronger marketing capabilities and greater financial resources, which presents a continuous threat to the success of our consumer genetic testing business.

We operate a consumer genetic testing business primarily through our CircleDNA product line. Consumer genetic testing is a rapidly growing market, and the number of companies with products and technologies similar to CircleDNA continues to increase.

We anticipate facing competition. Our ability to compete depends upon a number of factors both within and beyond our control, including, among others, the following: (i) the quality and reliability of our and others' products; (ii) accessibility of results; (iii) turnaround time of testing results; (iv) price; (v) convenience and ease of use; (vi) selling and marketing efforts; (vii) additional value-added services and health informatics tools; (viii) customer service and support efforts; (ix) adaptability to evolving regulatory landscape; (x) the ability to execute strategies to protect data privacy and build customer trust; and (xi) our brand recognition relative to our competitors.

We also face competition from other companies attempting to enter the genetic testing market and capitalize on similar opportunities. Our competitors may develop products or services that are similar to or that achieve greater market acceptance than our offerings, and we may not be able to compete effectively against these organizations.

If we fail to compete successfully against our current and future competitors, we may be unable to increase sales revenue and market share, improve our results of operations, or achieve profitability.

If our products and services do not deliver reliable results as expected, our reputation, business and operating results will be adversely affected.

The success of our products and services depends on the market's confidence that we can provide reliable test kits that enable high-quality diagnostic testing with high accuracy, sensitivity and specificity and with short turnaround times. There is no guarantee that the accuracy and reproducibility we have demonstrated to date will continue as our product deliveries increase and our product portfolio expands.

Our products and services use a number of complex and sophisticated biochemical and bioinformatics processes, many of which are highly sensitive to external factors, including human error. An operational, technological, user or other failure in one of these complex processes or fluctuations in external variables may result in sensitivity or specificity rates that are lower than we anticipate or result in longer than expected turnaround times.

As a result, the test performance and commercial attractiveness of our products may be adversely affected, and our reputation may be harmed. If our products do not perform, or are perceived to not have performed, as expected or favorably in comparison to competitive products, our operating results, reputation, and business will suffer, and we may also be subject to legal claims arising from product limitations, errors, or inaccuracies.

Furthermore, there is no guarantee that customers will always use these products properly in the manner in which they are intended. Any intentional or unintentional misuse of these products by customers could lead to substantial civil and criminal monetary and non-monetary penalties, and could result in significant legal and investigatory fees.

We have incurred net losses since our inception, and we anticipate that we will continue to incur losses for the foreseeable future, which could harm our future business prospects.

We have incurred substantial losses since our inception. For the years ended December 31, 2022, 2023 and 2024, our net losses were \$190.5 million, \$64.8 million and \$49.8 million, respectively. We have financed our operations principally from the issuances of ordinary shares, preferred shares and convertible securities to third-party investors, and have received over \$220 million in funding to date. We may continue to incur losses both in the near term and longer term as we continue to devote a significant portion of our resources to, among other things, expand into consumer health, develop international market, scale up our business and operations, including continuing to build out our corporate infrastructure, engaging in continued research and development of key testing technologies as we work to expand our portfolio of available test services, and other related business activities, and as we incur additional costs associated with operating as a public company.

While our revenue has increased over time, given the numerous risks and uncertainties associated with our research, development, and commercialization efforts, we expect to continue to incur significant losses as we develop and invest in our business, and we are unable to predict when we will become profitable on a sustained basis or at all. Our ability to achieve or sustain profitability is based on numerous factors, many of which are beyond our control, including, among other factors, market acceptance of our products, future product development, our market penetration and margins and our ability to commercialize the pipeline products. Losses have historically had an adverse effect on our working capital, total assets and shareholders' equity, and expected future losses may continue to have an adverse effect on our working capital, shareholders' equity, and the price of the Class A Ordinary Shares and the Warrants. Our failure to achieve and sustain profitability in the future would negatively affect our business, financial condition, results of operations and cash flows, and could cause the market price of the Class A Ordinary Shares and the Warrants to decline.

We have a limited history introducing new products and services to our customers. The future prospects of our business may be harmed if our efforts to attract new customers and engage existing customers by introducing new products are unsuccessful.

Our success depends on our ability to continuously attract new customers and engage existing customers. If we are unable to introduce new and enhanced products and services, or if we introduce new products or services that are not favorably received by the market, we may not be able to attract or retain customers.

Our marketing efforts for CircleDNA and IM8 currently include various initiatives and consist primarily of digital marketing on a variety of social media channels, such as YouTube, Instagram, LinkedIn, Facebook, search engine optimization on websites, such as Google and Facebook Ads, various branding strategies, and email. During the fiscal year ended December 31, 2024, we spent \$8.6 million on sales and distribution, including marketing expenses, representing 28.2% of our revenue from continuing operations.

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We anticipate that sales and distribution expenses will continue to represent a significant percentage of our overall operating costs for the foreseeable future.

We have historically acquired a significant number of customers through digital advertising on platforms and websites owned by Google and Facebook, which may terminate their agreements with us at any time. Our investments in sales and marketing may not effectively reach potential customers and potential customers may decide not to buy our products or services, any of which could adversely affect our financial results.

If we are unable to attract new customers or engage existing customers either by introducing new products and services or through marketing efforts, our revenue and operating results may grow slower than expected or decline.

Our CircleDNA and IM8 businesses depend on our ability to maintain a strong base of engaged customers and content creators, including through the use of social media. We may not be able to maintain and enhance our brand if we experience negative publicity related to our marketing efforts or use of social media, fail to maintain and grow our network of content creators, or otherwise fail to meet our customers' expectations.

We currently partner with content creators who help raise awareness of our brands and engage with our customers. Our ability to maintain relationships with our existing content creators and to identify new content creators is critical to expanding and maintaining our customer base. As our market becomes increasingly competitive or as we expand internationally, recruiting and maintaining content creators may become increasingly difficult and expensive. If we are not able to develop and maintain strong relationships with our network of content creators, our ability to promote and maintain awareness of our brands may be adversely affected. Further, if we incur excessive expenses in this effort, our business, financial condition, and results of operations may be adversely affected. We and our content creators use third-party social media platforms to raise awareness of our brands and engage with our customers. As existing social media platforms evolve and new platforms develop, we and our content creators must continue to maintain a presence on these platforms and establish a presence on emerging popular social media platforms. If we are unable to cost-effectively use social media platforms as marketing tools, our ability to acquire new customers and our financial condition may suffer. Furthermore, as laws and regulations governing the use of these platforms evolve, any failure by us, our content creators, our sponsors, or other third parties acting at our direction to abide by applicable laws and regulations in the use of these platforms could subject us to regulatory investigations, class action lawsuits, liability, fines, or other penalties and adversely affect our business, financial condition, and results of operations. In addition, an increase in the use of social media for product promotion and marketing may cause an increase in the burden on us to monitor such materials, and increase the risk that such materials could contain problematic product or marketing claims in violation of applicable regulations. For example, in some cases, the Federal Trade Commission (the "FTC"), has sought enforcement action where an endorsement has failed to clearly and conspicuously disclose a financial relationship or material connection between a social media content creator and an advertiser.

We also do not prescribe what content creators post on social media, and our content creators could engage in behavior or use their platforms in a manner that reflects poorly on our brands or is in violation of applicable regulations or platform terms of service, and all these actions may be attributed to us. Negative commentary regarding us, our products, our content creators, or other third parties, whether accurate or not, may be posted on social media platforms at any time and may adversely affect our reputation, brand, and business. The harm may be immediate, without affording us an opportunity for redress or correction and could adversely affect our business, financial condition, and results of operations.

In addition, customer complaints or negative publicity related to our website, products, product delivery times, customer data handling, marketing efforts, data privacy or security practices, or customer support, especially on blogs and social media websites, could diminish customer loyalty and customer engagement.

Further, laws and regulations, including associated enforcement priorities, rapidly evolve to govern social media platforms and other internet-based communications, and any failure by us, our ambassadors, or other third parties acting at our direction or on our behalf to abide by applicable laws and regulations in the use of these platforms could subject us to regulatory investigations, class action lawsuits, liability, fines, or other penalties. Other risks associated with the use of social media and internet-based communication include improper disclosure of proprietary information, negative comments about our brand or products, exposure of confidential or personal information, fraud, hoaxes, or malicious dissemination of false information. Damage to the brand image and our reputation could have an adverse effect on our business, financial condition, and results of operations.

We rely on a limited number of suppliers and may not be able to find replacements or immediately transition to alternative suppliers, which could adversely affect our ability to meet customer demand.

We rely on a limited number of suppliers for materials, and genome sequencing service. We do not have long-term agreements with most of our suppliers, and our suppliers could cease supplying these materials and services at any time, or fail to provide us with sufficient quantities of materials or materials that meet our specifications or services that are satisfactory to us. Obtaining substitute components could be difficult, time-consuming and costly and it could require us to redesign or revalidate our test kit. Our laboratory operations could be interrupted if we encounter delays or difficulties in securing these reagents, sequencers or other equipment or materials, and if we cannot timely obtain an acceptable substitute. Such interruption could significantly affect our ability to conduct our tests and could adversely affect our ability to meet customer demand.

Although we maintain relationships with suppliers with the objective of ensuring that we have adequate supply for the delivery of our services, increases in demand for our services can result in supply shortages and higher costs. Our suppliers may not be able to meet our delivery schedules or performance and quality specifications, and we may not be able to purchase such items at a competitive cost. Further, we may experience shortages in certain items as a result of limited availability, increased demand, pandemics or other outbreaks of contagious diseases, weather conditions and natural disasters, as well as other factors outside of our control. In addition, our freight costs may increase due to factors such as limited carrier availability, increased fuel costs, increased compliance costs associated with new or changing government regulations, pandemics or other outbreaks of contagious diseases and inflation. Furthermore, the prices charged for our products may not reflect changes in our packaging material, freight, tariff and energy costs at the time they occur, or at all. Any of the foregoing risks, if they occur, could have a material adverse effect on our business, financial condition and results of operations.

Our operating results may fluctuate significantly, which makes our future operating results difficult to predict and could cause our operating results to fall below expectations.

Our quarterly and annual operating results may fluctuate significantly, which makes it difficult for us to predict our future operating results. These fluctuations may occur due to a variety of factors, many of which are outside of our control, including, but not limited to: (i) the level of demand for our products; (ii) the timing and cost of, and level of investment in, research, development, manufacturing, regulatory approval and commercialization activities relating to our testing products, which may change from time to time; (iii) sales and marketing efforts and expenses; (iv) the rate at which we grow our sales force and the speed at which newly hired salespeople become effective; (v) changes in the productivity of our sales force; (vi) positive or negative coverage in the media or clinical publications of our testing products or competitive products; (vii) the cost of manufacturing our testing products, which may vary depending on the quantity of production and the terms of our arrangements with our suppliers; (viii) our introduction of new or enhanced products or technologies or others in the diagnostic and genetic testing industry; (ix) pricing pressures; (x) expenditures that we may incur to acquire, develop or commercialize testing products for additional indications, if any; (xi) the degree of competition in our industry and any change in the competitive landscape of our industry; (xii) changes in governmental regulations or in the status of our regulatory approvals or requirements; (xiii) future accounting pronouncements or changes in our accounting policies; and general market conditions and other factors, including factors unrelated to our operating performance or the operating performance of our competitors.

The cumulative effects of factors discussed above and other factors could result in large fluctuations and unpredictability in our quarterly and annual operating results. As a result, comparing our operating results on a period-to-period basis may not be meaningful. Investors should not rely on our past results as an indication of our future performance. This variability and unpredictability could also result in our failure to meet the expectations of industry or financial analysts or investors for any period, which in turn could have a material adverse effect on our business and prospects, and the market price of the Class A Ordinary Shares and the Warrants.

Our business significantly depends upon the strength of our brands, including Prenetics, CircleDNA, IM8, Europa, Hubmatrix and ACT Genomics, and any harm to our brands or reputation may materially and adversely affect our business and results of operations.

We believe that the brand identity that we have developed has significantly contributed to the success of our business. It is critical that we continue to maintain and enhance the recognition and reputation of our brands.

Many factors, some of which are beyond our control, are important to maintaining and enhancing our brands and if not properly managed, may cause material harm to our brands. These factors include our ability to: (i) provide effective,

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accurate and user-friendly testing services to customers; (ii) maintain the efficiency, reliability and quality of the testing services we provide to our consumers; (iii) maintain or improve consumer satisfaction with our after-sale services; (iv) increase brand awareness through marketing and brand promotion activities; and (v) preserve our reputation and goodwill in the event of any negative publicity on our services, product quality, price, data privacy and security, our industry and other players within the industry or other issues affecting us or our peers.

If our devices are perceived by the public to be of poor quality or if our test kits are perceived to provide inaccurate results or significantly delayed responses, such perception, even if factually incorrect or based on isolated incidents, could damage our reputation, diminish the value of our brand, undermine the trust and credibility we have established and have a negative impact on our ability to attract new clients and customers or retain our current clients and customers. If we fail to promote and maintain our brands including “Prenetics,” “CircleDNA,” “ACT,” “IM8,” or if we incur excessive expenses in this effort, our business, operating results and financial condition may be materially and adversely affected. We anticipate that, as the market becomes increasingly competitive, maintaining and enhancing our brands may become increasingly difficult and expensive.

If we cannot provide quality technical and customer and user support, we could lose customers, and our business and prospects may be adversely affected.

The provision of our testing services to our customers requires ongoing customer and user support and therefore recruitment, training and retention of technical, customer and user support teams. Hiring technical and customer and user support personnel is very competitive in the industry due to the limited number of people available with the necessary scientific and technical backgrounds and ability to understand our platform at a technical level. To effectively support potential new customers and ultimately users, we will need to substantially develop a technical and customer and user support staff. If we are unable to attract, train or retain the number of qualified technical and customer and user support personnel sufficient to meet our business needs, our business and prospects will suffer.

If we are unable to successfully expand our sales and marketing infrastructure to match our growth, our business may be adversely affected.

We currently have a limited sales and marketing organization and minimal experience distributing diagnostic, preventive, or consumer health products. Our future growth depends on scaling this infrastructure, including hiring, training, and retaining qualified personnel, which requires significant time and resources. New sales representatives may take time to become effective, and underperformance could delay revenue generation and diminish returns on our investment.

We face risks in both building in-house capabilities and outsourcing to third parties. Establishing a sales force internally is costly and time-consuming, and could result in premature commercialization expenses if product launches are delayed. Relying on third-party providers may limit our control over sales execution, and such partners may fail to adequately promote our products.

Our brand-building efforts, including celebrity endorsements and digital outreach, are also at an early stage. While we believe these channels are important to customer engagement, we have limited experience in implementing them, and there is no assurance they will lead to sustained revenue growth or justify associated marketing costs.

We are highly dependent on our senior management team and key advisors and personnel, and our business and operating results could be harmed if we are unable to retain senior management and key personnel and to attract and retain qualified personnel necessary for our business.

We are highly dependent on our senior management team and key advisors and personnel. Our success will depend on our ability to retain senior management and to attract and retain qualified advisors and personnel in the future, including sales and marketing professionals and other highly skilled personnel and to integrate current and additional personnel in all departments. To induce valuable employees to remain at our Company, in addition to salary and cash incentives, we have issued, and will in the future issue, equity incentive awards that vest over time. The value to employees of such equity incentive awards that vest over time may be significantly affected by movements in our share price which is beyond our control, and may at any time be insufficient to counteract more lucrative offers from other companies. Despite our efforts to retain valuable employees, members of our management and development teams may terminate their employment with us on relatively short notice, even where we have employment agreements in place. The standard employment agreement of our employees provides that the employee can terminate the employment by giving at least one month’s notice or payment in lieu of notice, which means that any of our employees could leave their employment at any time on relatively

short notice or without notice at all. We also do not maintain “key person” insurance policies on the lives of these people or the lives of any of our other employees. The loss of members of our senior management, sales and marketing professionals and scientists as well as contract employees could result in delays in product development and harm our business. In particular, the loss of the services of Mr. Danny Yeung, our Director, Chairperson and Chief Executive Officer, Dr. Lawrence Tzang, our Chief Scientific Officer or Mr. Stephen Lo, our Chief Financial Officer, could significantly delay or prevent the achievement of our strategic objectives and otherwise have a material adverse impact on our business. If we are not successful in attracting and retaining highly qualified personnel, our business, financial condition and results of operations will be negatively impacted.

Competition for skilled personnel across virtually all areas where we operate and need to attract additional talent is intense. If we are not successful in attracting and retaining highly qualified personnel, the rate and success at which we can develop and commercialize our products will be limited, and our business, financial condition and results of operations would be negatively impacted.

In addition, we rely on our scientific advisory board comprised of accomplished scholars and experts in oncology, genomics and precision oncology to offer invaluable insights on the latest scientific developments and provide guidelines on development of our pipeline products. If any of our scientific advisor leaves the advisory board, our research and development capabilities may be negatively affected.

The sizes of the markets and forecasts of market growth for the demand of our current and pipeline products and services are based on a number of complex assumptions and estimates that are subject to change, and may be inaccurate.

Our estimates of the total addressable markets for our products and services, including CircleDNA and IM8 are based on a number of internal and third-party estimates, including those prepared by Frost & Sullivan. Market opportunity estimates and growth forecasts included in this annual report have been derived from a variety of sources, including market research and our own internal estimates, and the conditions supporting our assumptions or estimates may change at any time, thereby of these underlying factors and indicators. Further, the continued development of, and approval or authorizations for, vaccines and therapeutic treatments may affect these market opportunity estimates.

Our market opportunity may also be limited by new services and products that enter the market. If any of our estimates prove to be inaccurate, the market opportunity for our existing and pipeline products could be significantly less than we estimate. If this turns out to be the case, it may impair our potential for growth and our business and future prospects may be materially and adversely affected.

We may need to raise additional funds to develop our platform, commercialize new products or expand our operations, and we may be unable to raise capital when needed or on acceptable terms.

We may seek additional funding through equity or debt offerings, credit facilities, or other third-party arrangements to support regulatory approvals, product development, commercialization, and operational growth. Our funding needs may arise sooner or in greater amounts than anticipated, particularly if revenue falls short or regulatory timelines shift.

Our future capital requirements will depend on factors including the cost and timing of regulatory approvals, market adoption, clinical trial progress, intellectual property protection, and strategic collaborations. Raising capital through equity may dilute existing shareholders and involve securities with rights senior to ordinary shares. Debt financing may impose restrictive covenants, while strategic partnerships may require us to grant rights or revenue participation on unfavorable terms.

There is no guarantee additional funding will be available when needed or on acceptable terms. If we cannot secure sufficient capital, we may need to scale back or delay development, commercialization, or operational initiatives. Deterioration in global economic or financial conditions could further limit our financing options, which may materially impact our business, financial condition, and results of operations.

The launch of our new nutrient products under the IM8 brand, may face challenges that could impact our results of operations and reputation.

The launch of our new nutrient products under the IM8 brand, carries several risks that could negatively impact our results of operations and brand reputation. These include challenges in achieving market acceptance, as consumer demand may fall short of expectations. Additionally, delays in obtaining regulatory approvals or meeting compliance requirements

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could hinder the product's launch in key markets. Supply chain disruptions, production delays, or quality control issues could further delay market entry or lead to shortages, affecting both sales and brand perception.

The competitive nature of the nutrient product market also presents risks, as established competitors may introduce similar or superior products, making it difficult for IM8 to gain market traction. Moreover, the success of IM8 depends heavily on effective marketing and the public perception of our brand, and failure in these areas could harm consumer trust and loyalty. The launch may also strain our financial and operational resources, with significant upfront costs related to marketing, R&D, and distribution. If IM8 fails to meet revenue expectations, it could result in financial losses and hinder our long-term success.

We may incur debt or assume contingent or other liabilities or dilute our shareholders in connection with acquisitions or strategic alliances.

We may issue equity securities to pay for future acquisitions or strategic alliances, which could be dilutive to existing shareholders. We may incur debt or assume contingent or other liabilities in connection with acquisitions and strategic alliances, which could impose restrictions on our business operations and harm our operating results. Further, any additional equity financing, debt financing, or credit facility used for such acquisitions may not be on favorable terms, and any such financing or facility may place restrictions on our business. In addition, to the extent that the economic benefits associated with any of our acquisitions diminish in the future, we may incur incremental operating losses, and may be required to record additional write downs of goodwill, intangible assets or other assets associated with such acquisitions, which would adversely affect our operating results.

If we fail to implement and maintain an effective system of internal controls in the future, we may be unable to accurately report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the market price of the Class A Ordinary Shares and the Warrants.

We are subject to Section 404 of the Sarbanes-Oxley Act of 2002, or Section 404, which require that we include a report from management on our internal control over financial reporting in our annual report on Form 20-F beginning with this annual report for the fiscal year ended December 31, 2024. In addition, once we cease to be an "emerging growth company" as such term is defined in the Jumpstart Our Business Startups Act of 2012, or JOBS Act, and if we are not a non-accelerated filer by then, our independent registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting. Our management may conclude that our internal control over financial reporting is not effective. Moreover, even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm, after conducting its own independent testing, may issue a report that is qualified if it is not satisfied with our internal controls or the level at which our controls are documented, designed, operated, or reviewed, or if it interprets the relevant requirements differently from us. We may be unable to timely complete the evaluation testing and any required remediation.

Our management conducted an evaluation of the effectiveness of our internal control over financial reporting and concluded that our internal control over financial reporting was effective as of December 31, 2024. However, there is no assurance that we will not have any material weakness or deficiencies in the future. Even effective internal control can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. Any failure to remediate the deficiencies, or the development of new deficiencies or material weaknesses in our internal control over financial reporting, could result in material misstatements in our financial statements, which in turn could have a material adverse effect on our financial condition.

Ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets or inaccurate reporting of financial conditions and results of operations and subject us to potential delisting from the stock exchange on which we are listed, regulatory investigations and civil or criminal sanctions. We may also be required to restate our financial statements from prior periods. If we fail to achieve and maintain an effective internal control environment, we could suffer material misstatements in our financial statements and fail to meet our reporting obligations, which would likely cause investors to lose confidence in our reported financial information. This could in turn limit our access to capital markets, result in deterioration in our financial condition and results of operations, and lead to a decline in the market price of the Class A Ordinary Shares and the Warrants.

We depend on the information systems of our own and those of third parties for the effective service on our websites, mobile applications, or in our computer or logistics systems, and the overall effective and efficient functioning of our

business. Failure to maintain or protect our information systems and data integrity effectively could harm our business, financial condition and results of operations.

We rely on both internal and third-party information systems to operate our websites, manage logistics, manufacture and distribute test kits, and support critical functions such as accounting, inventory, and compliance. Any system failure—whether due to cyberattacks, software malfunctions, human error, or natural disasters—could disrupt operations, compromise data integrity, or expose confidential information.

Cybersecurity threats are becoming more sophisticated and prevalent. Unauthorized access, data breaches, or theft of intellectual property could lead to costly remediation efforts, reputational harm, and business disruption. Similar risks apply to our collaborators, suppliers, and service providers.

Our operations also depend on reliable transportation and logistics. Delays, losses, or damages—particularly during peak periods or due to external events like pandemics, geopolitical unrest, or natural disasters—could impact our ability to deliver or process test kits, resulting in lost revenue and customer dissatisfaction.

Although we carry business interruption insurance, coverage may be limited and not sufficient to cover all potential losses. Maintaining and protecting our systems requires ongoing investment, and any failure to do so could materially affect our business and financial performance.

Risks Relating to Doing Business in Hong Kong

While we currently operate in Hong Kong and have no business presence in mainland China, we face potential risks stemming from the Chinese government's oversight of Hong Kong as a Special Administrative Region. Although PRC laws and regulations do not directly govern our operations today, future policy changes or intervention by mainland authorities could subject us to regulatory scrutiny, particularly concerning overseas securities offerings, foreign investments, or data security compliance.

Hong Kong's legal and business environment remains influenced by PRC oversight, creating uncertainty around potential future restrictions on capital flows, foreign listings, or operational controls. Should mainland Chinese authorities extend regulatory requirements to Hong Kong-based companies like ours, we could face compliance burdens, operational disruptions, or limitations on our ability to raise capital internationally. While our PRC legal counsel confirms we are not currently subject to CSRC approval requirements under the M&A Rules, cybersecurity review mandates, or the New Overseas Listing Rules, these regulations remain fluid, and their interpretation could change.

Additionally, evolving PRC policies on data security, cross-border capital flows, and foreign listings may indirectly impact our business. Although Hong Kong currently lacks equivalent data security review rules, future legislation could impose new compliance obligations, requiring costly adjustments to our operations. Any perception of heightened regulatory risk—whether due to actual policy changes or market sentiment—could negatively affect our stock price, investor confidence, or access to international capital markets.

While we monitor regulatory developments closely, there can be no assurance that PRC authorities will not impose restrictions affecting our operations, capital structure, or listing status in the future. Such changes could materially harm our business, financial condition, and the value of our securities.

Unfavorable economic and political conditions in Hong Kong and other parts of Asia could materially and adversely affect our business, financial condition, and results of operations.

Like many other companies that operate in Asia, our business will be materially affected by economic and political conditions in Asia, which could be negatively impacted by many factors beyond our control, such as inability to access capital markets, control of foreign exchange, changes in exchange rates, rising interest rates or inflation, slowing or negative growth rate, government involvement in allocation of resources, inability to meet financial commitments in a timely manner, terrorism, political uncertainty, epidemic or pandemic, civil unrest, fiscal or other economic policy of governments, and the timing and nature of any regulatory reform. The recent geo-political uncertainties may also give rise to uncertainties in global economic conditions and adversely affect general investor confidence.

Political unrest such as protests or demonstrations could disrupt economic activities and adversely affect our business. There can be no assurance that these protests and other economic, social, or political unrest in the future will not have a material adverse effect on our financial conditions and results of operations.

Tariffs and trade restrictions on non-US Materials could adversely affect our supply chain, costs, and financial performance

We rely on certain packaging materials, ingredients, components, and equipment used in our business and products that are sourced from suppliers outside the United States, particularly in China, including Hong Kong, where we maintain substantial operations. Recent and proposed US tariffs, including those announced in 2025 targeting imports from China and Hong Kong, could significantly increase the cost of these non-US materials or disrupt our supply chain. These tariffs may increase our operational costs, particularly for materials not manufactured in the US.

Higher tariffs could lead to increased prices from our suppliers, reduced availability of critical components, or delays in production and delivery, adversely affecting our ability to meet customer demand. While we are exploring mitigation strategies, such as diversifying our supplier base or seeking alternative materials, there is no assurance that these efforts will fully offset the impact. Additionally, retaliatory tariffs from other countries, as seen in prior trade disputes, could further complicate our global supply chain, particularly given our operations in Hong Kong, which is subject to evolving US and Chinese regulatory oversight.

Risks Relating to Acquisitions

We have engaged in and may continue to engage in acquisitions, investments, strategic alliances, or divestitures in the future, which could require significant management attention and resources, may not achieve their intended results and could adversely affect our business, financial condition and results of operations.

We have engaged in, and intend to continue to engage in, acquisitions of businesses and assets, investment opportunities, strategic alliances and joint ventures, in order to leverage our platform and industry experience to expand our offerings and distribution. In July 2023, we announced a US\$80 million investment in Insighta, to develop and commercialize Professor Dennis Lo's patented breakthrough multi-cancer early detection technology, "FRAGMA". In May 2024, we acquired 100% of the membership interests in Europa Group, a leading distributor of sports nutrition and health products in the U.S. In addition, we have made certain cash investments into investment funds.

We may not fully realize the anticipated synergies from recent acquisitions or joint ventures, including the development of a multi-cancer early detection test with Insighta. Although we conduct due diligence prior to making investments, such reviews may not uncover all risks. Incomplete or inaccurate information could result in financial losses, and our auditor may face challenges in evaluating investment valuations due to limited transparency into underlying assets.

We may pursue additional acquisitions or strategic partnerships to expand our offerings or market reach. However, suitable opportunities may not be available, or may not be completed on favorable terms. Even if completed, integrations may prove challenging, involve unforeseen liabilities, or result in impairments or write-offs. These activities can also divert management resources and disrupt our core operations. If we are unable to successfully execute or integrate such initiatives, our business and financial performance could be materially impacted.

Our acquisitions may not be accretive, and may be dilutive, to our earnings per share, which may negatively affect the market price of our ordinary shares.

Our acquisitions may not be accretive to our earnings per share. Our expectations regarding the timeframe in which a potential acquisition may become accretive to our earnings per share may not be realized. In addition, we could fail to realize all of the benefits anticipated in a potential acquisition or experience delays or inefficiencies in realizing such benefits. Such factors could, combined with the potential issuance of our ordinary shares in connection with a potential acquisition, result in such acquisition being dilutive to our earnings per share, which could negatively affect the market price of our ordinary share.

We may incur various transaction costs and liabilities notwithstanding the due diligence reviews we performed in connection with acquisitions.

When we acquire businesses, products or technologies, our due diligence reviews are subject to inherent uncertainties and may not reveal all potential risks. We may therefore fail to discover or inaccurately assess undisclosed or contingent liabilities, including liabilities for which we may have responsibility as a successor to the seller or the target company. As a successor, we may be responsible for any past or continuing violations of law by the seller or the target company. Although we generally attempt to seek contractual protections, such as representations and warranties and indemnities, we cannot be sure that we will obtain such provisions in our acquisitions or that such provisions will fully protect us from all unknown, contingent or other liabilities or costs. In addition, claims against us relating to any acquisition may necessitate our seeking

claims against the seller for which the seller may not indemnify us or that may exceed the scope, duration or amount of the seller's indemnification obligations.

Risks Relating to Government Regulation

Our business collects and processes a large amount of data including personal information, and we will face legal, reputational, and financial risks if we fail to protect our customers' data from security breaches or cyberattacks. We are also subject to various laws and regulations relating to privacy or the protection or transfer of data relating to individuals, and any change in such laws and regulations or any failure by us to comply with such laws and regulations could adversely affect our business.

We collect, store, and process sensitive information, including personally identifiable data, genetic and health data, payment details, intellectual property, and other proprietary information. This data relates not only to our customers, but also to third parties and internal operations. We manage these assets through cloud-based platforms and maintain safeguards, including logical segregation of sensitive customer data from other business systems. However, these measures may not fully eliminate risks such as unauthorized access, data loss, misuse, or modification, and failure to protect this information could materially harm our business.

Our systems and those of our third-party collaborators remain vulnerable to cybersecurity threats, including malware, ransomware, denial-of-service attacks, software failures, and human error. Outages, cyberattacks, or technical malfunctions—whether intentional or accidental—could interrupt our operations, result in the unauthorized disclosure of sensitive information, and expose us to liabilities and compliance issues. We have experienced occasional disruptions in the past and expect continued targeting as cybersecurity threats increase in frequency and sophistication. Service outages by cloud or logistics providers, including during peak demand or holidays, could affect our ability to process, deliver, or receive test kits, damage our reputation, and negatively impact customer satisfaction.

Our operations depend on the secure and uninterrupted performance of both internal and external information systems. We use third-party vendors for logistics and transport services, and disruptions to these partners—such as performance failures, data breaches, or supply chain interruptions—could materially impact our business continuity. External events such as pandemics, natural disasters, political unrest, and other unforeseen circumstances may also disrupt operations or reduce our ability to serve customers effectively.

Beyond operational risks, we face substantial and growing legal exposure relating to data privacy and protection. We are subject to a patchwork of laws and regulations across jurisdictions, including the Personal Data (Privacy) Ordinance (PDPO) in Hong Kong, the U.K. General Data Protection Regulation (GDPR), and the U.K. Data Protection Act (DPA). These frameworks impose detailed obligations on the handling of personal data, including requirements for consent, data security, breach notification, and enhanced protections for “special category” data such as genetic and health information.

Although the PDPO does not specifically regulate genetic data, we remain subject to general requirements regarding the secure handling of personal data, and noncompliance can lead to civil or criminal penalties, including fines and imprisonment. In the U.K. and E.U., GDPR enforcement has resulted in substantial fines—up to €20 million or 4% of global revenue—for data controllers and processors. As a company processing special categories of data, we are subject to heightened scrutiny and must maintain rigorous data governance protocols across our services, platforms, and laboratories.

Despite our investment in compliance programs and cybersecurity infrastructure, legal interpretations of privacy laws continue to evolve and vary across regions. Any failure—or perceived failure—to comply with applicable regulations may result in government investigations, enforcement actions, class action lawsuits, or reputational damage. The costs of responding to data breaches, updating systems, and maintaining ongoing compliance may be significant and may divert resources from strategic initiatives.

We may also be required to modify or limit certain operations in response to changing privacy laws, increasing regulatory oversight, or enforcement activity. There is no guarantee we will remain in full compliance with all applicable data protection requirements in each of the jurisdictions where we operate. Any compromise of data integrity, breach of security, or regulatory violation could materially and adversely affect our reputation, customer relationships, financial condition, and business operations.

Our products and services are and will continue to be subject to extensive regulation, compliance of which could be costly and time-consuming or may cause unanticipated delays or prevent the receipt of the required approvals to offer our products and services.

Our products are classified as medical devices and are subject to rigorous regulatory oversight in the jurisdictions where we operate. These regulations cover a broad range of activities, including product design, testing, labeling, manufacturing, clinical validation, marketing, distribution, post-market surveillance, recalls, and adverse event reporting.

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While regulatory approval is not currently required for our products in Hong Kong, expansion into other jurisdictions may necessitate additional clearances. For example, voluntary registration with Hong Kong's Medical Device Administrative Control System requires detailed evidence of safety and performance. In the U.K. and European Union, in vitro diagnostic (IVD) devices must meet requirements under the EU In Vitro Diagnostic Directive (IVDD), or under U.K. MHRA rules effective since January 2021, which mandate device registration and conformity with safety and performance standards.

Failure to obtain required approvals, or to comply with applicable regulations, could result in fines, product recalls, or restrictions on sales. Any quality deficiencies or safety issues could damage our reputation, result in significant financial costs, and materially harm our business and operations.

Our nutritional supplement products are affected by extensive regulations and our failure to comply with any regulations could lead to significant penalties or claims, which could materially harm our financial condition and operating results.

Our IM8 products are classified as dietary supplements. In both domestic and foreign markets, the formulation, manufacturing, packaging, labeling, distribution, advertising, importation, exportation, licensing, sale, and storage of our IM8 products are subject to extensive government regulation. These regulations govern, among other things, product formulation, manufacturing practices, labeling, advertising, and safety. Changes in existing laws or regulations, or the introduction of new requirements, could impose additional compliance costs, restrict our ability to market our products, or subject us to enforcement actions, penalties, or product recalls if we fail to comply.

In the United States, the Dietary Supplement Health and Education Act of 1994 (DSHEA) permits dietary supplement manufacturers to make certain structure/function claims but requires that these claims be substantiated and accompanied by disclaimers. Regulatory authorities may challenge our product claims, and any failure to meet substantiation requirements could lead to enforcement actions, including fines, product relabeling, or removal from the market. Furthermore, our operations and those of our manufacturing partners must comply with current Good Manufacturing Practices (cGMPs), which are subject to regular inspections and audits. Non-compliance with cGMPs could lead to production delays, increased costs, or enforcement actions.

In addition to U.S. regulations, our international operations may be subject to varying regulatory frameworks that govern the import, export, marketing, and sale of nutritional supplements. Compliance with these requirements can be complex and costly, and any failure to meet local standards may restrict our ability to expand into new markets or maintain existing ones. If we fail to adequately address these regulatory risks, our ability to commercialize our products, maintain our reputation, and achieve our growth objectives could be materially and adversely affected.

We plan to expand our business and operations internationally to various jurisdictions in which we do not currently operate and where we have limited operating experience, all of which exposes us to business, regulatory, political, operational and financial risk.

One of our key business strategies is to pursue international expansion of our business operations and market our products in multiple jurisdictions.

As a result, we expect that our business will be subject to a variety of risks associated with doing business internationally, including an increase in our expenses and diversion of the management's attention from other aspects of our business. Accordingly, our business and financial results in the future could be adversely affected due to a variety of factors, including: (i) political, social and/or economic instability; (ii) risks related to governmental regulations in foreign jurisdictions and unexpected changes in regulatory requirements and enforcement; (iii) fluctuations in currency exchange rates; (iv) higher levels of credit risk and payment fraud; (v) burdens of complying with a variety of foreign laws; (vi) complexities and difficulties in obtaining intellectual property protection and reduced protection for intellectual property rights in some countries; (vii) difficulties in staffing and managing global operations and the increased travel, infrastructure and legal compliance costs associated with multiple international locations and subsidiaries; (viii) management of tax consequences and compliance; and (ix) other challenges caused by distance, language, and cultural differences, making it harder to do business in certain international jurisdictions.

In addition, we may be subject to increased regulatory risks and local competition in various jurisdictions where we plan to expand operations but have limited operating experience. Such increased regulatory burden and competition may limit the available market for our products and services and increase the costs associated with marketing the products and services where we are able to offer our products. If we are unable to manage the complexity of global operations

successfully, or fail to comply with any of the regulations in other jurisdictions, our financial performance and operating results could suffer.

Risks Relating to Intellectual Property and Legal Proceedings

We may be subject to legal proceedings and litigation, which are costly to defend, and adverse publicity about any investigation, litigation, regulatory or legal action against us or our senior management could harm our reputation and business.

We and our management may become, involved in legal proceedings relating to patent and other intellectual property matters, product liability claims, employee claims, tort or contract claims, regulatory investigations, and other legal proceedings or investigations, which could have a negative impact on our reputation, business and financial condition and divert the attention of the management from the operation of our business.

Litigation and other legal proceedings are inherently unpredictable and can result in excessive or unanticipated verdicts and/or injunctive relief that affect how we operate our business. We could incur judgments or enter into settlements of claims for monetary damages or for agreements to change the way we operate our business, or both. There may be an increase in the scope of these matters or there may be additional lawsuits, claims, proceedings or investigations in the future, which could harm our business, financial condition and results of operations.

In addition, adverse publicity about regulatory or legal action against us could damage our reputation and brand image, undermine our customers' confidence and reduce long-term demand for our test kits, even if the regulatory or legal action is unfounded or not material to our operations.

We depend, and may depend in the future, on intellectual property licensed from third parties for development and commercialization of certain products, and the termination of the licenses or other agreements permitting us to use such intellectual property or failure of such third parties to maintain or protect such intellectual property could result in the loss of significant rights by us, which would harm our business.

We depend, and may depend in the future, on intellectual property licensed from third parties for the development and commercialization of our diagnostic and precision oncology products. The inability to license such intellectual property on favorable terms, including obtaining exclusive rights in relevant jurisdictions, and the termination of such licenses or other agreements permitting us to use such intellectual property, could adversely affect our business.

We rely substantially on our trademarks and trade names. If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest and our business may be harmed.

We rely substantially upon trademarks and trade names to build and maintain the integrity of our brands. Our registered and unregistered trademarks or trade names may be challenged, infringed, circumvented, declared unenforceable or determined to be violating or infringing on other intellectual property rights. We may not be able to protect or enforce our rights to these trademarks and trade names, which we rely upon to build name recognition among potential partners and customers, including that our trademark applications may not be approved by the applicable trademark authority. Our trademarks, including our registered trademarks, could also be the subject of challenges by third parties. In the event that our trademarks are successfully challenged, we could be forced to rebrand our products, which could result in loss of brand recognition, and could require us to devote resources to advertising and marketing new brands. In addition, there could be potential trade name or trademark infringement or dilution claims brought by owners of other trademarks against us. Further, at times, competitors or other third parties may adopt trade names or trademarks similar to those of us, thereby impeding our ability to build brand identity and possibly leading to market confusion. Asserting claims against such third parties may be prohibitively expensive. Over the long term, if we are unable to establish name recognition based on our trademarks and trade names, then we may not be able to compete effectively and our business may be adversely affected. Any of our efforts to enforce or protect our proprietary rights related to trademarks, trade secrets, domain names or other intellectual property may be ineffective, could result in substantial costs and diversion of resources and could harm our business, financial condition and results of operations.

Risks Relating to Our Securities

The trading prices of our Class A Ordinary Shares and Warrants may be volatile and a market for our Class A Ordinary Shares and Warrants may not develop, which would adversely affect the liquidity and price of our Class A Ordinary Shares.

The trading prices of Class A Ordinary Shares and Warrants may be volatile and may fluctuate due to a variety of factors, some of which are beyond our control, including, but not limited to: (i) changes in the sectors in which we operate; (ii) changes in its projected operating and financial results; (iii) changes in laws and regulations affecting our business; (iv) ability to continue to innovate and bring products to market in a timely manner; (v) changes in our senior management team, our board of directors or key personnel; (vi) our involvement in litigation or investigations; (vii) the anticipation of releases of remaining lock-up restrictions; (viii) negative publicity about us or our products; (ix) the volume of Class A Ordinary Shares and Warrants available for public sale; (x) announcements of significant business developments, acquisitions, or new offerings; (xi) general economic, political, regulatory, industry, and market conditions; and (xii) natural disasters or major catastrophic events.

In addition, an active trading market for our Class A Ordinary Shares and Warrants may never develop or, if developed, may not be sustained. You may be unable to sell your Class A Ordinary Shares unless a market can be established and sustained.

These and other factors may cause the market price and demand for our Class A Ordinary Shares and Warrants to fluctuate substantially, which may limit or prevent investors from readily selling their shares and may otherwise negatively affect the liquidity of Class A Ordinary Shares or Warrants. Following periods of such volatility in the market price of a company's securities, securities class action litigation has often been brought against that company. Because of the potential volatility of Class A Ordinary Shares or Warrants, we may become the target of securities litigation in the future. Securities litigation could result in substantial costs and divert management's attention and resources from our business.

Sales of a substantial number of our securities in the public market could cause the price of our Class A Ordinary Shares and Warrants to fall.

Sales of a substantial number of Class A Ordinary Shares and/or Warrants, or the perception that those sales might occur, could result in a significant decline in the public trading price of our Class A Ordinary Shares and Warrants and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that such sales may have on the prevailing market price of our Class A Ordinary Shares and Warrants.

A certain number of our Warrants have become exercisable for our Class A Ordinary Shares, which would increase the number of shares eligible for future resale in the public market and result in dilution to our shareholders.

Our Warrants to purchase up to 1,492,306 Class A Ordinary Shares have become exercisable on June 17, 2022 in accordance with the terms of the Assignment, Assumption and Amendment Agreement and the Existing Warrant Agreement governing those securities. The exercise price of the Warrants is \$133.65 per 1.29 shares (or an effective price of \$103.60 per share), subject to adjustment pursuant to the terms of the Assignment, Assumption and Amendment Agreement and the Existing Warrant Agreement. To the extent such Warrants are exercised, additional Class A Ordinary Shares will be issued, which will result in dilution to the existing holders of Class A Ordinary Shares and increase the number of shares eligible for resale in the public market. Sales of substantial numbers of such shares in the public market or the fact that such Warrants may be exercised could adversely affect the market price of Class A Ordinary Shares. Assuming the exercise of all outstanding warrants for cash, we would receive aggregate proceeds of approximately \$154.6 million. However, we will only receive such proceeds if all the Warrant holders exercise all of their Warrants. We believe that the likelihood that warrant holders determine to exercise their warrants, and therefore the amount of cash proceeds that we would receive, is dependent upon the market price of our Class A Ordinary Shares. If the market price for our Class A Ordinary Shares is less than the exercise price of the warrants (on a per share basis), we believe that warrant holders will be very unlikely to exercise any of their warrants, and accordingly, we will not receive any such proceeds. As of April 24, 2025, the closing price of our Class A Ordinary Shares was \$5.07 per share. There is no guarantee that the Warrants will ever be "in the money" prior to their expiration, and as such, the Warrants may expire worthless.

If securities or industry analysts do not publish research, publish inaccurate or unfavorable research or cease publishing research about us, our share price and trading volume could decline significantly.

The trading market for our Class A Ordinary Shares will depend, in part, on the research and reports that securities or industry analysts publish about us or our business. We may be unable to sustain coverage by well-regarded securities and industry analysts. If either none or only a limited number of securities or industry analysts maintain coverage of us, or if these securities or industry analysts are not widely respected within the general investment community, the demand for our Class A Ordinary Shares could decrease, which might cause its share price and trading volume to decline significantly. In the event that we obtain securities or industry analyst coverage, if one or more of the analysts who cover us downgrade their assessment or publish inaccurate or unfavorable research about our business, the market price and liquidity for our Class A Ordinary Shares and Warrants could be negatively impacted.

Future resales of our ordinary shares issued to our shareholders and other significant shareholders may cause the market price of our Class A Ordinary Shares to drop significantly, even if our business is doing well.

Certain of our shareholders are subject to contractual lock-ups. Upon expiration or waiver of the applicable lock-up periods, certain of our shareholders and certain other significant shareholders may sell large amounts of our ordinary shares in the open market or in privately negotiated transactions, which could have the effect of increasing the volatility in our share price or putting significant downward pressure on the price of our Class A Ordinary Shares.

Our dual-class voting structure may limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of our Class A Ordinary Shares may view as beneficial.

Our authorized and issued ordinary shares are divided into Class A Ordinary Shares and Class B Ordinary Shares. Each Class A Ordinary Share is entitled to one (1) vote, while each Class B Ordinary Share is entitled to twenty (20) votes with all Ordinary Shares voting together as a single class on most matters. Each Class B Ordinary Share is convertible into one Class A Ordinary Share at any time by the holder thereof, while Class A Ordinary Shares are not convertible into Class B Ordinary Shares under any circumstances. Only Class A Ordinary Shares are listed and traded on NASDAQ, and we intend to maintain the dual-class voting structure.

Mr. Yeung beneficially owns all of the issued Class B Ordinary Shares. As of April 24, 2025, these Class B Ordinary Shares constitute approximately 10.8% of our total issued and outstanding shares and 70.8% of the aggregate voting power of our total issued and outstanding shares due to the disparate voting powers associated with our dual-class share structure. As a result of the dual-class share structure and the concentration of control, holders of Class B Ordinary Shares have considerable influence over matters such as decisions regarding election of directors and other significant corporate actions. This concentration of control may discourage, delay, or prevent a change in control of us, which could have the effect of depriving our other shareholders of the opportunity to receive a premium for their shares as part of a sale of us and may reduce our share price. This concentrated control will limit the ability of holders of Class A Ordinary Shares to influence corporate matters and could discourage others from pursuing any potential merger, takeover, or other change of control transactions that holders of Class A Ordinary Shares may view as beneficial.

The requirements of being a public company may strain our resources, divert our management's attention and affect our ability to attract and retain qualified board members.

As a publicly traded company, we are subject to the reporting requirements of the Securities Exchange Act of 1934, the Sarbanes-Oxley Act, the Dodd-Frank Act, NASDAQ listing standards, and other applicable regulations. These laws require us to file periodic reports, maintain effective internal controls, and adhere to corporate governance standards, resulting in increased legal, accounting, and compliance expenses. These costs may rise further if we lose our status as an “emerging growth company.”

Ongoing changes in disclosure and governance requirements introduce compliance uncertainty and may require significant management attention and external advisory support. Many of our executives have limited experience managing a public company, and adapting to these demands may divert focus from executing our growth strategy. We may also face challenges attracting qualified directors and officers, particularly for audit committee roles, and may incur higher costs to maintain adequate director and officer liability insurance.

Public company status increases the visibility of our operations and financial condition, which may lead to greater scrutiny and potential litigation from third parties, including competitors. Even if claims are ultimately dismissed or resolved in our favor, the cost and distraction of defending them could materially impact our business, financial condition, results of operations, and reputation.

We are an “emerging growth company,” and it cannot be certain if the reduced SEC reporting requirements applicable to emerging growth companies will make our Class A Ordinary Shares and Warrants less attractive to investors, which could have a material and adverse effect on us, including our growth prospects.

We are an “emerging growth company” as defined in the JOBS Act. We will remain an “emerging growth company” until the earliest to occur of (i) the last day of the fiscal year (a) following the fifth anniversary of the closing of the Business Combination, (b) in which we have total annual gross revenue of at least \$1.235 billion or (c) in which we are deemed to be a large accelerated filer, which means the market value of our Shares held by non-affiliates exceeds \$700 million as of the last business day of the most recently completed second fiscal quarter, and (ii) the date on which we issued more than \$1.0 billion in non-convertible debt during the prior three-year period. We intend to take advantage of exemptions from various reporting requirements that are applicable to most other public companies, whether or not they are classified as “emerging growth companies,” including, but not limited to, an exemption from the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that our independent registered public accounting firm provide an attestation report on the effectiveness of our internal control over financial reporting and reduced disclosure obligations regarding executive compensation.

In addition, Section 102(b)(1) of the JOBS Act exempts “emerging growth companies” from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies, but any such election to opt out is irrevocable. We have elected not to opt out of such extended transition period, which means that when a standard is issued or revised and we have different application dates for public or private companies, we, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of our financial statements with certain other public companies difficult or impossible because of the potential differences in accounting standards used.

Furthermore, even after we no longer qualify as an “emerging growth company,” as long as we continue to qualify as a foreign private issuer under the Exchange Act, we will be exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including, but not limited to, the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act; the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information, or current reports on Form 8-K, upon the occurrence of specified significant events. In addition, we will not be required to file annual reports and financial statements with the SEC as promptly as U.S. domestic companies whose securities are registered under the Exchange Act, and are not required to comply with Regulation FD, which restricts the selective disclosure of material information.

As a result, our shareholders may not have access to certain information they deem important or at the same time if we were not a foreign private issuer. We cannot predict if investors will find our Class A Ordinary Shares and Warrants less attractive because we rely on these exemptions. If some investors find our Class A Ordinary Shares and Warrants less attractive as a result, there may be a less active trading market and share price for our Class A Ordinary Shares and Warrants may be more volatile.

We qualify as a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to United States domestic public companies.

Because we qualify as a foreign private issuer under the Exchange Act, we are exempt from certain provisions of the securities rules and regulations in the United States that are applicable to U.S. domestic issuers, including: (i) the rules under the Exchange Act requiring the filing of quarterly reports on Form 10-Q or current reports on Form 8-K with the SEC; (ii) the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act; (iii) the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and (iv) the selective disclosure rules by issuers of material nonpublic information under Regulation FD.

We will be required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, we intend to publish our results on a quarterly basis through press releases, distributed pursuant to the rules and regulations of NASDAQ. Press releases relating to financial results and material events will also be furnished to the SEC

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on Form 6-K. However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. Accordingly, you may receive less or different information about us than you would receive about a U.S. domestic public company.

We could lose our status as a foreign private issuer under current SEC rules and regulations if more than 50% of our outstanding voting securities become directly or indirectly held of record by U.S. holders and any one of the following is true: (i) the majority of our directors or executive officers are U.S. citizens or residents; (ii) more than 50% of our assets are located in the United States; or (iii) our business is administered principally in the United States. If we lose our status as a foreign private issuer in the future, we will no longer be exempt from the rules described above and, among other things, will be required to file periodic reports and annual and quarterly financial statements as if we were a company incorporated in the United States. If this were to happen, we would likely incur substantial costs in fulfilling these additional regulatory requirements, and members of our management would likely have to divert time and resources from other responsibilities to ensuring these additional regulatory requirements are fulfilled.

We cannot guarantee that any share repurchase program will be fully consummated or that any share repurchase program will enhance long-term shareholder value, and share repurchases could increase the volatility of the price of our Class A Ordinary Shares and could diminish our cash reserves.

On November 30, 2022, our board of directors authorized a share repurchase program, under which we may repurchase up to US\$20 million of our Class A Ordinary Shares in the open market over the following 24 months. The share repurchase program, authorized by our board of directors, does not obligate us to repurchase any specific dollar amount or to acquire any specific number of Class A Ordinary Shares. As of November 29, 2024, we had repurchased 251,390 Class A Ordinary Shares for approximately US\$2.45 million under this share repurchase program. The share repurchase program could affect the price of our Class A Ordinary Shares and increase volatility and may be suspended or terminated at any time, which may result in a decrease in the trading price of our Class A Ordinary Shares.

As a company incorporated in the Cayman Islands and a “controlled company” within the meaning of the NASDAQ corporate governance rules, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from NASDAQ corporate governance listing standards applicable to domestic U.S. companies or rely on exemptions that are available to a “controlled company”; these practices may afford less protection to shareholders than they would enjoy if we complied fully with NASDAQ corporate governance listing standards.

We are a company incorporated in the Cayman Islands and are listed on NASDAQ as a foreign private issuer. NASDAQ rules permit a foreign private issuer like us to follow the corporate governance practices of our home country. Certain corporate governance practices in the Cayman Islands, which is our home country, may differ significantly from NASDAQ corporate governance listing standards applicable to domestic U.S. companies.

We are a “controlled company” as defined under the NASDAQ rules because Mr. Yeung, chairman of our board of directors and our chief executive officer, owns more than 50% of the total voting power of all issued and outstanding our Ordinary Shares. For so long as we remain a controlled company under that definition, we are permitted to elect to rely, and may rely, on certain exemptions from NASDAQ corporate governance rules.

As a foreign private issuer and a “controlled company,” we are permitted to elect to rely, and may rely, on certain exemptions from corporate governance rules, including (i) an exemption from the rule that a majority of our board of directors must be independent directors; (ii) an exemption from the rule that director nominees must be selected or recommended solely by independent directors; (iii) an exemption from the rule that the compensation committee must be comprised solely of independent directors; (iv) an exemption from the requirement that an audit committee be comprised of at least three members; (v) an exemption from the requirement that an annual general meeting must be held; (vi) an exemption from the requirement that we must obtain shareholder approval prior to a plan or other equity compensation arrangement is established or materially amended; and (vii) an exemption from the requirement to obtain shareholder approval for issuing additional securities exceeding 20% of our outstanding ordinary shares. We intend to rely on all of the foregoing exemptions available to foreign private issuers and “controlled company.”

As a result, you may not be provided with the benefits of certain corporate governance requirements of NASDAQ applicable to companies that are subject to these corporate governance requirements.

You may face difficulties in protecting your interests, and your ability to protect your rights through U.S. courts may be limited, because we are incorporated under the laws of the Cayman Islands, we conduct substantially all of our operations, and a majority of our directors and executive officers reside, outside of the United States.

We are an exempted company limited by shares incorporated under the laws of the Cayman Islands, and we conduct the majority of our operations through subsidiaries outside the United States. Substantially all of our assets, and the assets of our directors and executive officers, are located outside the United States. A majority of our directors and officers reside in Hong Kong, and none reside in mainland China. As a result, it may be difficult for U.S. investors to effect service of process on us or these individuals, to bring actions in foreign courts under U.S. securities laws, or to enforce U.S. court judgments abroad.

Our corporate affairs are governed by the Cayman Islands Companies Act, our amended and restated memorandum and articles of association, and Cayman Islands common law. The rights of shareholders under Cayman law are more limited than those under U.S. law and are based in part on English common law precedent, which is persuasive but not binding in the Cayman Islands. For example, shareholders of Cayman Islands companies have no general right to inspect corporate records beyond those required by law, such as the memorandum and articles of association, a list of directors, and any shareholder-approved resolutions. Our Amended Articles allow directors to restrict access to financial records and other company documents, further limiting shareholder visibility.

Shareholders also have more limited ability to pursue derivative actions in Cayman courts compared to U.S. jurisdictions. Cayman law may restrict actions for breaches of fiduciary duties, and shareholders may not be able to bring such claims in U.S. courts. In addition, Cayman courts may be unwilling to recognize or enforce U.S. judgments predicated on securities law violations, particularly where such judgments are deemed penal in nature. Although a final, conclusive foreign judgment may be recognized in the Cayman Islands as a debt claim, enforcement is subject to several conditions, including jurisdictional adequacy, procedural fairness, and alignment with local public policy.

As a foreign private issuer listed on the NASDAQ Global Market, we are permitted to follow certain home country corporate governance practices in lieu of NASDAQ's domestic issuer requirements. To the extent we elect to rely on these exemptions under NASDAQ Rule 5615(a)(3), shareholders may not receive the same level of protection as would be provided under U.S. corporate governance standards. For example, our board composition, committee structure, and shareholder approval requirements may differ from those applicable to U.S.-incorporated companies.

These jurisdictional and legal differences may make it more difficult for shareholders to assert claims, protect their interests, obtain corporate information, or influence management or board decisions. As a result, investors in our securities may face greater challenges in protecting their rights than shareholders of companies incorporated and operating primarily in the United States.

We may issue additional securities without shareholder approval in certain circumstances, which would dilute existing ownership interests and may depress the market price of our shares.

We may issue additional Class A Ordinary Shares, Class B Ordinary Shares convertible into Class A Ordinary Shares or other equity or convertible debt securities of equal or senior rank in the future without approval of the holders of the Class A Ordinary Shares in certain circumstances, including as consideration for strategic acquisitions such as we did with a portion of the consideration for the acquisition of ACT Genomics. Our issuance of additional Class A Ordinary Shares, Class B Ordinary Shares, or other equity or convertible debt securities of equal or senior rank would have the following effects: (i) our existing shareholders' proportionate ownership interest in us may decrease; (ii) the relative voting power of each previously outstanding Class A Ordinary Share may be diminished; and (iii) the market price of Class A Ordinary Shares may decline.

We have granted in the past, and we will also grant in the future, share incentives, which may result in increased share-based compensation expenses.

We approved and adopted the 2022 Share Incentive Plan, or the 2022 Plan. Initially, the maximum number of ordinary shares that may be issued under the 2022 Plan is (i) 10% of the total number of our Ordinary Shares that were outstanding (on a fully diluted basis) as of the date of consummation of the Business Combination (inclusive of the award pool that remains authorized but unissued prior to the consummation of the Business Combination), plus (ii) the number of shares reserved for issuance in accordance with our employee share purchase program, the maximum number being 2% of the total number of our Ordinary Shares that were outstanding (on a fully diluted basis) as of the date of consummation of

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the Business Combination. In addition, the number of ordinary shares that may be issued under the 2022 Plan will be increased on the first day of each calendar year, in an amount equal to the lesser of (A) three percent (3%) of the total number of Shares issued and outstanding on an as-converted fully-diluted basis on the last day of the immediately preceding fiscal year and (B) such number of ordinary shares determined by the Board.

We believe the granting of share-based compensation is of significant importance to our ability to attract and retain key personnel and employees, and as such, we will also grant share-based compensation and incur share-based compensation expenses in the future. As a result, expenses associated with share-based compensation may increase, which may have an adverse effect on our financial condition and results of operations.

A provision in the Existing Warrant Agreement may result in additional dilution to our shareholders.

Because we issued additional Class A Ordinary Shares for capital raising purposes in connection with the Business Combination at an effective issue price of US\$7.75 per Class A Ordinary Share (the “Newly Issued Price”), equivalent to US\$116.25 per share after giving effect to the 15-to-1 reverse stock split on November 14, 2023, and the aggregate gross proceeds from such issuances represented more than 60% of the total equity proceeds, and interest thereon, available for the funding of the Business Combination on the date of its completion (net of redemptions), the terms of our Warrants were adjusted pursuant to the Existing Warrant Agreement. Specifically, if the volume weighted average trading price of our Class A Ordinary Shares during the 20-trading day period starting on the trading day prior to the day on which we consummated the Business Combination (such price, the “Market Value”) is below US\$9.20 per share (US\$138.00 post-split), then: (i) the exercise price of the Warrants will be adjusted (to the nearest cent) to 115% of the higher of the Market Value and the Newly Issued Price; (ii) the US\$18.00 per share redemption trigger price (US\$270.00 post-split) applicable to our Warrants will be adjusted (to the nearest cent) to 180% of the higher of the Market Value and the Newly Issued Price; and (iii) the US\$10.00 per share redemption trigger price (US\$150.00 post-split) applicable to our Warrants will be adjusted (to the nearest cent) to the higher of the Market Value and the Newly Issued Price.

As of June 14, 2022, the Market Value was determined to be US\$5.41 per share (US\$81.15 post-split). As a result, effective after the close of trading on June 14, 2022, and further adjusted to reflect the 15-to-1 reverse stock split on November 14, 2023: (i) the exercise price of the Warrants was adjusted from US\$172.50 per 0.086 shares (originally US\$11.50 per 1.29 shares) to US\$133.65 per 0.086 shares (representing 115% of the post-split Newly Issued Price of US\$116.25); (ii) the US\$270.00 per share redemption trigger price (originally US\$18.00 per share) applicable to the Warrants was adjusted to US\$209.25 per share (representing 180% of the post-split Newly Issued Price); and (iii) the US\$150.00 per share redemption trigger price (originally US\$10.00 per share) applicable to the Warrants was adjusted to US\$116.25 per share (representing the post-split Newly Issued Price). These adjustments under the Existing Warrant Agreement may result in additional dilution to our shareholders following the reverse stock split.

Our securities may be delisted from NASDAQ as a result of our failure of meeting the NASDAQ continued listing requirements.

Our securities are currently listed on NASDAQ under the symbol “PRE.” On June 29, 2023, we received a written notice from NASDAQ, notifying us that Company was not in compliance with the minimum bid price requirement set forth under the NASDAQ Listing Rule 5450(a)(1) (the “Minimum Bid Price Requirement”) as the bid price of the Company’s securities closed below US\$1.00 per share for 30 consecutive business days. Pursuant to the NASDAQ Listing Rules, the applicable grace period to regain compliance is 180 days. We had until December 29, 2023 to regain compliance with the Minimum Bid Price Requirement. On November 1, 2023, our shareholders approved a 1-for-15 reverse stock split of our issued and unissued Class A Ordinary Shares, which was effected on November 14, 2023. The effect of the reverse stock split was to consolidate every 15 issued and unissued Class A Ordinary Share and Class B Ordinary Share of US\$0.0001 par value each into one Class A Ordinary Share or Class B Ordinary Share, as applicable, of US\$0.0015 par value each.

On November 29, 2023, we received a notification letter from NASDAQ, indicating that the closing bid price of the Company’s securities had been at US\$1.00 per share or greater for 10 consecutive business days from November 14, 2023 through November 28, 2023, and the Company had regained compliance with the Minimum Bid Price Requirement, and the matter is closed.

However, there can be no assurance that our securities will remain in compliance with the NASDAQ Global Market continued listing requirements going forward. If NASDAQ determines to delist our securities, or if we fail to list our

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securities on other stock exchanges or find alternative trading venue for our securities, the market liquidity and the value of an investment in our securities will be materially and adversely affected.

Risks Relating to Taxation

We may be or become a passive foreign investment company (“PFIC”), which could result in adverse U.S. federal income tax consequences to U.S. Holders of our ordinary shares or Warrants.

Depending on the value of our assets, which is determined based, in part, on the market value of our ordinary shares, and the nature of our assets and income over time, we could be classified as a passive foreign investment company (“PFIC”) for U.S. federal income tax purposes. A non-U.S. corporation, such as our company, will be classified as a PFIC for U.S. federal income tax purposes for any taxable year if either (i) at least 75% of its gross income for such year consists of certain types of “passive” income; or (ii) at least 50% of the value of its assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce passive income or are held for the production of passive income (the “asset test”). Based on our income and assets and the market value of our ordinary shares, we believe that we were not a PFIC for the taxable year ended December 31, 2024.

There can be no assurance regarding our PFIC status for the current taxable year or foreseeable future taxable years, however, because our PFIC status is a factual determination made annually that will depend, in part, upon the composition of our income and assets. The value of our assets for purposes of the asset test, including the value of our goodwill and unbooked intangibles, may be determined in part by reference to the market price of our ordinary shares from time to time (which may be volatile). Because we will generally take into account our current market capitalization in estimating the value of our goodwill and other unbooked intangibles, our PFIC status for the current taxable year and foreseeable future taxable years may be affected by our market capitalization. Recent fluctuations in our market capitalization create a material risk that we may be classified as a PFIC for the current taxable year and foreseeable future taxable years. In addition, the composition of our income and our assets will be affected by how, and how quickly, we spend our liquid assets. Under circumstances where our revenue from activities that produce passive income significantly increases relative to our revenue from activities that produce non-passive income, or where we determine not to deploy significant amounts of cash for active purposes, our risk of becoming a PFIC may substantially increase. Because there are uncertainties in the application of the relevant rules, it is possible that the Internal Revenue Service may challenge our classification of certain income or assets as non-passive, or our valuation of our goodwill and other unbooked intangibles, each of which could cause us to become classified as a PFIC for the current or subsequent taxable years.

If we are a PFIC for any taxable year during which a U.S. Holder (as defined in Item 10. Additional Information — E. Taxation — U.S. Federal Income Tax Considerations to U.S. Holders) holds our ordinary shares or Warrants, the U.S. Holder may be subject to certain adverse U.S. federal income tax consequences. Additionally, if we are a PFIC for any taxable year during which U.S. Holders hold our ordinary shares or Warrants, we would generally continue to be treated as a PFIC with respect to such U.S. Holders even if we do not satisfy either of the above tests to be classified as a PFIC in a subsequent taxable year. Please see “Item 10. Additional Information — E. Taxation — U.S. Federal Income Tax Considerations to U.S. Holders — Passive Foreign Investment Company Status.”

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

We were founded in 2014 in Hong Kong by serial entrepreneur Danny Yeung, our CEO. Prenetics was established as a genomic and diagnostic testing company with a mission to disrupt and decentralize healthcare, focusing on prevention, diagnostics, and personalized care. From its inception, Prenetics positioned itself at the intersection of healthcare and technology, leveraging genomic testing to provide personalized health insights. We quickly established ourselves in the Hong Kong market and began expanding our operations and reach.

In its early years from 2014 to 2019, we focused primarily on genomic testing and diagnostics. we launched CircleDNA at the end of 2019, utilizing next-generation sequencing (NGS) technology to provide comprehensive DNA testing for consumers, offering insights into health, wellness, and genetic predispositions.

The COVID-19 pandemic represented a significant turning point for Prenetics, as we rapidly adapted our capabilities to meet urgent global testing needs between 2020 and 2022. We became a major provider of COVID-19 testing services globally and was selected as the key company to provide COVID-19 testing support to the Hong Kong government. We provided COVID-19 testing to the English Premier League to help restart football during the pandemic and launched

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Project Screen, a one-stop laboratory PCR testing solution for COVID-19. During this period, we performed more than 28 million COVID-19 PCR tests globally. This pivot led to explosive growth, with revenue increasing from \$65 million in 2020, \$275.9 million in 2021, and \$275.8 million in 2022.

A major milestone in our development came on September 15, 2021, when we announced a merger agreement with Artisan Acquisition Corp., a special purpose acquisition company founded by Adrian Cheng. On May 18, 2022, we completed the business combination and began trading on Nasdaq under the ticker symbols "PRE", becoming the first Hong Kong unicorn to list on Nasdaq.

As the pandemic subsided, we strategically shifted back to its core health sciences business while leveraging the scale and capabilities developed during the COVID-19 period. We have made strategic acquisitions to enhance its capabilities and market position. In December 2022, we made our first M&A deal since IPO, acquiring a 74.39% majority stake in ACT Genomics, an Asia-based genomics company specializing in precision oncology. In 2023, we announced a US\$80 million investment in Insighta – a pioneering early cancer detection company co-founded by world-renowned scientist Professor Dennis Lo.

In August 2024, we completed the acquisition of Europa Sports Partners, one of the largest sports distribution companies in the U.S. This acquisition was intended to support the growth of IM8 Health, a new health and wellness brand with David Beckham as its co-founding partner. IM8 health was officially launched on November 18th, 2024 and made available exclusively online.

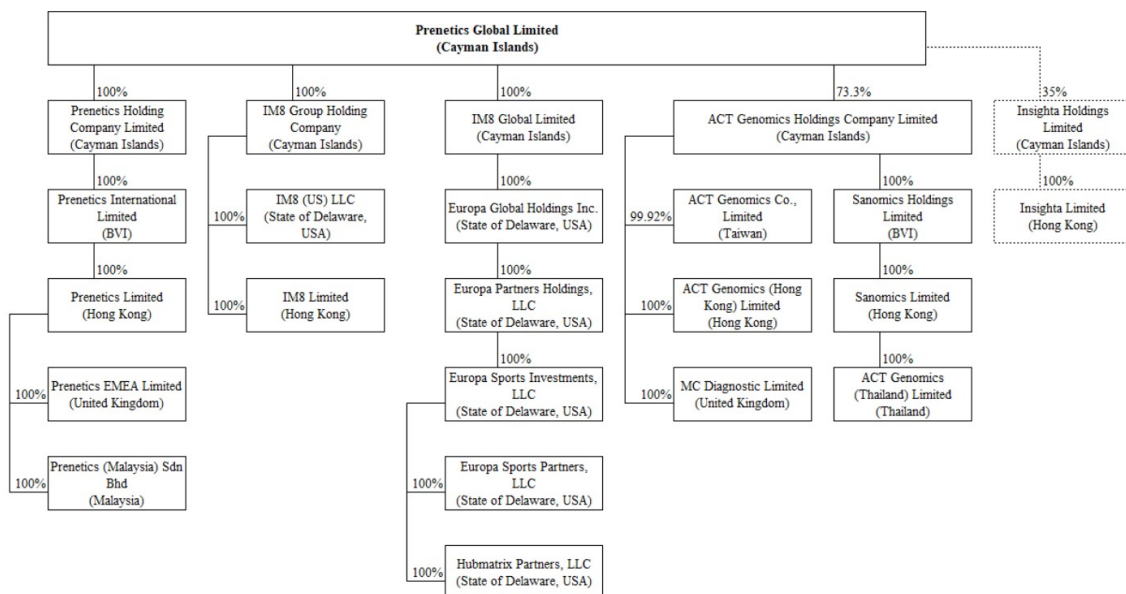
In recent developments, we have shifted its strategic focus to consumer health brands, concentrating on three core businesses: IM8 Health (premium supplements brand), Europa (sports distribution company), and CircleDNA (consumer genetic testing). In October 2024, we disposed 15% of interest in Insighta to Tencent for a consideration of \$30 million cash from the transaction, which values our remaining stake at approximately \$70 million. Our ownership in Insighta reduced from 50% to 35%. We are also conducting a strategic review of ACT Genomics to align our resources with growth objectives, which may result in strategic transactions, including a potential divestiture.

Financially, we have shown strong recent performance. In Q4 2024, our revenue from continuing operations grew 93.2% to \$10.5 million, with gross profit from continuing operations of \$3.9 million, up 46.1% from Q4 2023. For the full year 2024, revenue from continuing operations grew 40.8% year-over-year to \$30.6 million, with gross profit of \$15.4 million, up 74.4% from 2023. The gross margin improved to 50.3% from 40.6%, and the consumer business (excluding ACT) delivered \$5.6 million in revenue. As of December 31, 2024, Prenetics had cash and short-term assets of \$86.4 million, providing a strong balance sheet to support growth initiatives.

Looking ahead to 2025, we have provided guidance for Q1 2025 with projected revenue of \$11.5 million to \$13 million (IM8: \$4.0-\$4.5 million, Europa: \$5.0-\$5.5 million, CircleDNA: \$2.5-\$3.0 million) and an adjusted EBITDA loss of \$(5.5) million to \$(6.0) million. For the full year 2025, we project revenue of \$73 million to \$85 million, representing a 350-450% year-over-year increase (IM8: \$30-\$35 million, Europa: \$30-\$35 million, CircleDNA: \$13-\$15 million), with an adjusted EBITDA loss of \$(13) million to \$(15) million. We aim to be profitable by the end of Q4 2025 and into 2026.

Our investment in Insighta is focused on multi-cancer early detection technologies, advancing through clinical trials. Insighta is leveraging Tencent's advanced AI capabilities to accelerate discoveries in early cancer detection.

The following diagram depicts a simplified organizational structure of the Company as of the date hereof.



----- indicates a 35% interest in Insighta Holdings Limited. Insighta Holdings Limited is not a consolidated affiliated entity of the Company.

Our registered office is at Unit 703-706, K11 Atelier King’s Road, 728 King’s Road, Quarry Bay, Hong Kong and our telephone number is +852-2210-9588. Our website is <https://www.prenetics.com>. The information contained in, or accessible through, our website does not constitute a part of this annual report. The SEC maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers, such as we, that file electronically, with the SEC at www.sec.gov. Our agent for service of process in the United States is Cogency Global Inc., 122 East 42nd Street, 18th Floor New York, N.Y. 10168.

B. Business Overview

We are a leading global consumer health company focused on empowering individuals to take control of their health through innovative, science-backed solutions. Our mission is to decentralize and democratize healthcare by delivering accessible, personalized, and preventive health products.

Our business is organized across three strategic segments, namely: Consumer Health, Prevention and Diagnostics, each operated through dedicated business units, including: IM8 Health (premium supplements brand, under Consumer Health), Europa (sports distribution company, under Consumer Health), and CircleDNA (consumer genetic testing , under Prevention) and ACT Genomics (precision oncology, under Diagnostics) . In addition, we hold a significant minority interest in Insighta, an early cancer detection company developing a non-invasive, multi-cancer screening platform.

We have shifted our strategy to focus on high-growth consumer health brands, including IM8, Europa, and CircleDNA. As part of this strategic realignment, we divested a portion of our ownership in Insighta to Tencent, while maintaining a 35% interest. Additionally, we are conducting a strategic review of ACT Genomics, our precision oncology subsidiary. Historically, ACT Genomics significantly enhanced our precision medicine capabilities during our earlier expansion phase. However, aligning resources with our core growth objectives may lead to strategic transactions involving ACT Genomics, including a potential divestiture.

Consumer Health - IM8 and Europa

IM8 Health - A premium health and wellness brand with co-founding partner David Beckham, offering scientifically formulated supplements designed to enhance longevity, performance, and overall well-being. Launched in November 2024, IM8 is positioned as a digitally native, direct-to-consumer brand with significant growth potential in the global wellness market.

Europa Sports Partners - One of the largest sports nutrition distributors in the U.S., acquired in May 2024 to strengthen IM8's supply chain, distribution capabilities, and retail partnerships. Europa provides a scalable platform for expanding IM8's reach across North America and beyond. As part of this expansion, we established our U.S. headquarters in Charlotte, North Carolina, which will serve as a base of operations for our North American growth initiatives.

Prevention – CircleDNA

CircleDNA is our flagship consumer genetic **testing** brand, leveraging next-generation sequencing (NGS) technology to provide comprehensive insights into health, wellness, and genetic predispositions. CircleDNA's proprietary database holds significant potential for future integration with blockchain technology, enabling secure, user-controlled genomic data ownership and potential applications in decentralized health ecosystems.

Diagnostics – ACT Genomics

Our diagnostics unit is powered by ACT Genomics, an Asia-based precision oncology company. ACT Genomics is the first Asia-based company to receive FDA clearance for a comprehensive genomic profiling test for solid tumors, enabling healthcare professionals to provide personalized therapy and supporting drug discovery. ACT Genomics intends to expand its product offering to other tumors profiling tests and recurrence monitoring. As we shifted our strategy to prioritize high-growth consumer health brands (IM8, Europa and CircleDNA), we are conducting a strategic review of ACT Genomics to align with our growth objectives, which may result in strategic transactions, including a potential divestiture. However, for historical context, ACT Genomics contributed to our precision medicine capabilities during our earlier expansion phase.

Insighta Investment

We, in partnership with world-renowned scientist Professor Dennis Lo, a pioneer in liquid biopsy and non-invasive prenatal testing (NIPT), are advancing the future of cancer detection through Insighta, our investment focused on multi-cancer early detection (MCED).

Professor Lo's groundbreaking work in fragmentomics, the study of DNA fragmentation patterns in blood, has positioned Insighta at the forefront of early cancer detection. Unlike traditional methods, Insighta's approach leverages high-sensitivity liquid biopsy technology to identify cancer signals at the earliest, most treatable stages.

Clinical Trials Underway: Insighta has initiated large-scale clinical trials for the detection of liver, lung, and prostate cancers, with plans to expand to additional cancer types. These trials utilize fragmentomics, which have shown exceptional promise in differentiating cancerous from non-cancerous DNA with high accuracy. Early data suggests Insighta's technology could significantly improve survival rates by enabling intervention before symptoms appear.

AI-Powered Precision with Tencent

In 2024, we sold 15% interest in Insighta to Tencent for \$30 million in cash, implying a valuation of approximately \$70 million for our remaining 35% stake. This partnership is accelerating innovation through:

- **AI-Enhanced Clinical Trials:** Tencent's cutting-edge machine learning algorithms are being deployed to analyze vast genomic datasets, optimizing trial efficiency and biomarker discovery.
- **Boosted Sensitivity & Specificity:** By integrating Tencent's AI capabilities, Insighta aims to achieve unprecedented levels of accuracy, reducing false positives and increasing early detection rates.

With Professor Lo's scientific leadership, fragmentomics-driven technology, and Tencent's AI expertise, Insighta is poised to redefine cancer screening globally.

We have determined that our equity method investment in Insighta, which is not consolidated in our financial statements, was significant under the investment test of Rule 1-02(w) of Regulation S-X in relation to our financial results. An amendment to this 20-F will be filed to include Insighta's financial statements as required by Regulation S-X, Rule 3-09.

Our Current Products and Services

IM8 Health and Wellness Products.

In November 2024, we expanded our consumer health portfolio with the launch of IM8, an integrated health and wellness brand designed to help individuals achieve optimal health through science-backed nutritional support and data-driven

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lifestyle guidance. IM8's initial product line features premium-quality nutritional supplements that target core pillars of well-being, such as immune function, metabolic balance, cognitive performance, and overall vitality. Our key initial product offerings include:

- **Daily Ultimate Essentials:** A nutritional supplement formulated to provide a blend of vitamins, minerals, and essential nutrients aimed at bridging common dietary gaps. Daily Essential is designed to support general wellness, bolster immune function, and promote sustained energy levels throughout the day.
- **Daily Ultimate Longevity:** A supplement focused on supporting healthy aging and long-term vitality. Longevity's formulation includes ingredients associated with cellular health, antioxidant activity, and metabolic balance, with the goal of helping maintain cognitive health, physical resilience, and overall life quality as consumers age.

These supplements represent the initial stage of the IM8 offering. We intend to expand the IM8 platform over time to include personalized recommendations, digital engagement tools, and educational resources, all of which align with our broader commitment to delivering accessible, science-driven health solutions on a global scale.

Currently, we sell our IM8 products to 31 countries worldwide, including but not limited to the United States, Canada, United Kingdom, Australia, and many countries across Europe, Asia, and South America. We mainly sell our IM8 products directly to consumers through our online store at www.IM8health.com and affiliated sales through social media channels, with the option to place one-time orders or choose subscription plans for ongoing delivery.

Europa Sports Partners.

Europa's offerings span multiple product categories and services designed to meet the needs of fitness centers, retail outlets, and e-commerce platforms.

- **Products:** Europa is a leading distributor of nutritional and sports supplements, beverages, and fitness accessories, strategically serving the U.S. health, fitness, and wellness market. It provides a diverse range of products, including nutritional supplements, sports beverages, fitness accessories, specialized diet products, and other health and wellness products.
- **Services:** Europa supports its clients with a robust portfolio of services designed to enhance their operations and consumer engagement, including wholesale distribution, retail support, private label manufacturing, e-commerce enablement, customized solutions for fitness centers.
- **IM8 Integration:** Europa serves as the primary supply chain and retail partner for IM8 Health, enabling rapid scaling.

With its extensive product portfolio and comprehensive service offerings, Europa is well-positioned as a pivotal supplier in the consumer health industry. Following its acquisition by us in August 2024, Europa Sports has expanded its strategic focus to align with our vision of advancing consumer health and wellness solutions globally.

CircleDNA. Our in-house developed consumer genetic testing product, CircleDNA, offers one of the most comprehensive DNA tests capitalizing on our in-house developed testing algorithm. Using the CircleDNA mobile application, our customers can access a wellspring of information about their genetic make-up and actionable recommendations at their fingertips. We present four types of product offerings that target our customers' diverse needs including Vital, Family Planning, Health and Premium. CircleDNA Premium is a package that encompasses all services provided in the other three offerings. We believe CircleDNA Premium is preferred by our customers because of the comprehensive nature of the reports that the Premium package provides, which allows our customers to obtain better insight into their health status and ways to manage their health, despite its relatively higher price. Currently, we sell our CircleDNA test kits internationally, primarily via our product website, and ship to customers from more than 30 countries.

Fundamentally, CircleDNA has the following key attributes:

- **Informative.** CircleDNA Premium provides customers with over 500 reports across 20 categories covering disease risks, drug responses, family planning, diet, common health risks, personal traits and nutrition, among others. For example, our customers are able to learn about their unique dietary profile, the breakdown of which genetic variants were analyzed and detected in their DNA sample and how they were analyzed, and DNA-

based advice broken down into simple and actionable recommendations. In addition, customers of CircleDNA Premium can receive two complimentary one-on-one tele-consultations with our genetics-trained health professionals.

- **Advanced.** Our tests were validated by an external university genomic laboratory with a 99.9% analytical accuracy rate upon testing 452,172 pathogenic variants across 49 samples. In addition, we use NGS technology with an average of 90 times sequencing depth, with significantly more data points than typical microarray-based genotyping tests. After removing personally identifiable information, we and our designated third-party service providers conduct sequencing, the outputs from which are then used as inputs to our in-house developed algorithm to produce the CircleDNA reports.
- **Popular.** We sell our CircleDNA test kits, primarily via our website, and ship to consumers from more than 30 countries. Since the global launch of CircleDNA in November 2019, we had delivered more than 500,000 test kits (including DNAFit customers) as of March 31, 2025. CircleDNA also reached broader audiences through a substantial amount of user-generated content on social media.

Cancer Prevention and Diagnostics Products. Through our acquisition of ACT Genomics in December 2022, we have added to our product portfolio a range of genomic profiling panels, tailored for different requirements and clinician needs.

Currently, we sell our products in Taiwan, Hong Kong, United Kingdom, Thailand, Japan, and other South East Asian countries primarily via our network of hospital and physician partners. We partner with over 200 hospitals globally, and collaborate with over 900 oncologists. Taiwan accounts for approximately 23% of our revenue from continuing operations, while other geographies with notable revenue contribution include Hong Kong, United Kingdom, and Thailand.

Our Technology and Laboratory

CircleDNA (consumer genetic testing)

Next-generation sequencing, or NGS, is a substantially parallel sequencing technology that offers ultra-high throughput, scalability, and speed. The technology is used to determine the order of nucleotides in entire genomes or targeted regions of DNA or RNA. NGS has revolutionized the biological sciences, allowing laboratories to perform a wide variety of applications and study biological systems at a level never before possible.

Our CircleDNA deploys NGS technology. Samples of all CircleDNA tests are extracted by our laboratory technicians. We and our designated service providers conduct sequencing after removing all personally identifiable information from the samples. Once sequencing is completed, we use our in-house developed algorithm to decipher and interpret the results, thereafter generating reports for our customers.

To make comprehensive test results more accessible to our customers, we have integrated aspects of digitization into all of our product offerings. For example, using our in-house developed CircleDNA mobile application, customers of CircleDNA can track their sample status, access a wellspring of information about their genetic make-up and actionable recommendations at their fingertips, and schedule complementary tele-consultations. In addition, customers of the Premium package are able to view over 500 reports across 20 categories on their personal computers or via the CircleDNA mobile application.

Research & Development

Our specialized in-house R&D teams and experienced scientific advisory board are the pillars underpinning our strong R&D and product innovation capability. Our main priorities are to refine and upgrade existing products, source, develop and commercialize novel product innovations. Our main research and development work streams include a scientific & laboratory team, clinical & bioinformatician teams, an R&D team and an engineering & development team. Our scientific & laboratory team, led by Dr. Lawrence Tzang, our co-founder, chief scientific officer and laboratory director, is responsible for the research and development of lab protocols and development of testing technologies for commercial application, and has overall responsibility for lab operations. Our clinical & bioinformatician team, led by Dr. Senthil Sundaram, chief clinical officer, comprises clinical scientists, bioinformaticians and genetic counselors, and is charged with statistical analysis, development of in-house algorithms and computer modeling.

In November 2024, we launched IM8, a premium supplements brand dedicated to science-driven health solutions. We collaborate with leading experts to develop products that support optimal daily nutrition and promote healthy aging. In December 2024, we entered into a collaboration with Mayo Clinic to develop a new generation of premium supplements.

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This partnership focuses on creating evidence-based, clinically researched supplements addressing key health priorities, including optimal nutrition, cellular rejuvenation, protein support, collagen health, muscle recovery, and overall well-being.

Manufacture and Supply

We currently rely on third-party manufacturers for the production of our existing products. We do not have in-house manufacturing capability and do not plan to develop such capacity in the foreseeable future.

Our IM8 products' manufacturing operations are conducted in collaboration with leading nutraceutical and supplement manufacturers based in the United States. These partnerships ensure that IM8 products are produced in an FDA-registered facility, adhering to stringent quality and safety standards. To maintain the highest level of product integrity, IM8 products undergo independent third-party testing through NSF Certified for Sport. This certification verifies that products are free from over 280 contaminants, including heavy metals and pesticides, and confirms that ingredient dosages align precisely with product labeling. We source premium ingredients from trusted, ethical suppliers to ensure quality, purity, potency, and sustainability. This dedication to responsible sourcing not only enhances product effectiveness but also aligns with our commitment to environmental stewardship.

We continue to optimize the quality of our products by identifying reliable manufacturers, conducting quality assessments of components from our suppliers, and persistently re-assessing our manufacture and supply options for enhanced economies of scale and production scale-up. To control and reduce the risks related to our manufacturing, quality-testing, assembly and shipping of products, we have taken a diversification approach by selecting partnering manufacturers and suppliers located in different countries or regions. Nevertheless, any variation or termination of existing arrangements may still affect our ability to sell and distribute our products until we are able to find alternative suppliers. In addition, our suppliers could cease supplying materials and equipment at any time, or fail to provide us with sufficient quantities of materials or materials that meet our specifications. For risks related to our engagement with third-party suppliers, please see “Item 3. Key Information — D. Risk Factors — Risks Relating to Our Business and Industry — We rely on a limited number of suppliers and may not be able to find replacements or immediately transition to alternative suppliers, which could adversely affect our ability to meet customer demand.”

Sales and Marketing

IM8

For IM8, we employ a comprehensive marketing strategy to promote our health and wellness products, focusing on science-backed credibility and strategic partnerships. Our approach includes the following tactics:

- **Science-Led Marketing:** We emphasize our commitment to scientific rigor by featuring endorsements from a distinguished Scientific Advisory Board, including experts from institutions like NASA and the Mayo Clinic. This strategy enhances our credibility and differentiates us in the wellness industry.
- **Strategic Partnerships:** Co-founded by David Beckham, IM8 leverages his global influence to reach a broader audience. Beckham's active involvement in promotion strengthens our brand's authenticity and appeal.
- **Content Marketing:** We create informative content, including blog articles and interviews with health experts, to educate consumers about the benefits of our products and the importance of preventive health.
- **Public Relations and Media Outreach:** Our PR team secures media coverage in reputable outlets, enhancing brand visibility and credibility.
- **Social Media Marketing:** IM8 maintains an active presence on platforms like Instagram and Facebook, sharing engaging content, including product information, customer testimonials, and wellness tips, to build community and brand awareness.
- **Influencer Collaborations:** We partner with influencers in the health and wellness sector to extend our reach. These collaborations involve influencers sharing their positive experiences with IM8 products, thereby building trust and encouraging new customer acquisition.
- **Email Marketing:** we utilize email campaigns to keep subscribers informed about product launches, promotions, and educational content, fostering customer engagement and retention.
- **Affiliate Marketing:** We collaborate with affiliates who promote our products to their audiences, earning commissions on sales generated through their referrals, thereby expanding our reach through trusted networks.

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- **Educational Events and Webinars:** Hosting events and webinars with health experts allows us to provide valuable information to our audience, positioning IM8 as a leader in health education and fostering deeper connections with potential customers.
- **Promotions and Discounts:** We offer limited-time promotions and discounts to incentivize purchases and attract new customers, making our premium products more accessible.

By integrating these strategies, we effectively reach our target audience, build brand credibility, and drive sales, enabling more individuals to benefit from our science-backed wellness solutions.

CircleDNA (consumer genetic testing)

For CircleDNA, we utilize a variety of marketing strategies to connect with potential customers and showcase the benefits of our direct-to-consumer genetic testing services. Our approach to consumer marketing includes the following tactics:

- **Online Advertising:** We leverage digital advertising platforms like Google AdWords, Facebook Ads, and Instagram Ads to reach our target audience. These platforms enable us to target specific demographics, interests and behaviors, ensuring our advertisements reach the most relevant users.
- **Social Media Marketing:** CircleDNA maintains a strong presence on social media platforms, including Facebook, Twitter, Instagram, and LinkedIn. We share engaging content, such as educational resources, customer testimonials and promotional offers to attract new customers and build brand awareness.
- **User-Generated Content:** We encourage our customers to share their personal experiences with CircleDNA's services on social media and other platforms. This user-generated content, including testimonials, reviews and social media posts, helps build trust and authenticity while showcasing the positive impact of our genetic testing services.
- **Content Marketing:** Our team creates informative and engaging content in various formats, including blog articles, videos and infographics, to educate potential customers about CircleDNA's services and the benefits of genetic testing. This content is shared on our website and through our social media channels.
- **Influencer Marketing:** We collaborate with influencers, particularly those with a large following in the health and wellness sector, to help us reach a wider audience. Influencers share their personal experiences with our genetic testing services, promote CircleDNA, and offer exclusive discounts or promotional codes to their followers.
- **Email Marketing:** CircleDNA uses email marketing campaigns to stay connected with existing customers and potential leads. We send newsletters, promotional offers and educational content to subscribers, encouraging them to take action and purchase our services.
- **Public Relations and Media Outreach:** Our public relations team works diligently to secure media coverage for CircleDNA in news outlets, podcasts and magazines, helping to establish credibility and increase brand visibility.
- **Affiliate Marketing:** We partner with affiliates who promote our services and earn a commission for each sale they generate. This helps us extend our reach and attract new customers through trusted recommendations.
- **Educational Events and Webinars:** Hosting educational events and webinars allows us to showcase our expertise and build trust with potential customers. These events often cover topics related to genetics, health, and wellness and may include guest speakers, product demonstrations or interactive workshops.
- **Partnerships and Collaborations:** CircleDNA collaborates with complementary businesses, healthcare providers and research institutions to expand our reach and offer additional value to our customers.
- **Promotions and Discounts:** We regularly offer limited-time promotions, discounts and exclusive deals to incentivize potential customers to try our services and boost sales.

By employing a mix of these marketing strategies, we believe that CircleDNA effectively reaches its target audience, builds brand awareness and drive sales, helping more people access the benefits of our genetic testing services. As of December 31, 2024, CircleDNA has an email and social media database of more than one million people globally.

ACT Genomics

For our precision oncology services under ACT Genomics, we employ a combination of sales and marketing strategies to engage healthcare professionals and promote our tests and services. Our approaches include:

- **Direct Sales Force:** Our specialized sales representatives engage with healthcare providers, hospitals, and clinics to promote our diagnostic tests and precision medicine solutions.
- **Partnerships with Healthcare Providers:** We establish collaborations with healthcare providers, medical institutions, insurance providers, and research organizations to expand our reach and offer our solutions as part of comprehensive healthcare packages.
- **Educational Events and Conferences:** We participate in genomic-focused industry events and conferences to showcase our services, network with potential clients, and stay updated on industry trends.
- **Marketing Communication:** We create informative content across various formats to educate potential clients about our services and advancements in precision medicine, sharing this content through our website and social media channels.
- **Public Relations and Media Outreach:** We work to secure media coverage in industry publications to establish credibility and increase brand visibility.

By employing a combination of these sales and marketing strategies, we are able to effectively promote our clinical tests, precision medicine solutions and drives sales, ultimately contributing to better patient outcomes.

Competition

We operate in highly competitive markets across all our business units, each facing distinct challenges from established players and emerging trends that could impact our market position, growth, and profitability. Across all business units, we also face risks from rapid technological advancements, changing consumer preferences, and potential new entrants, which could erode our competitive position. Our ability to innovate, maintain operational efficiency, and build brand loyalty will be critical to sustaining our market presence and achieving long-term growth. Failure to do so could materially adversely affect our business, financial condition, results of operations, and the market price of our ordinary shares.

IM8 Health

IM8 Health, our premium health and wellness brand launched in November 2024, operates in the fast growing global consumer health and wellness market. We compete with well-established supplement brands such as Nestlé Health Science S.A., Thorne, Inc., and Ritual, Inc., which have significant brand recognition, extensive distribution networks, and loyal customer bases. Additionally, we face competition from direct-to-consumer brands like Athletic Greens, Inc. (AG1) and Huel Limited, which offer all-in-one nutritional products similar to our Daily Ultimate Essentials powder, as well as longevity-focused brands like Elysium Health, which target cellular health akin to our Daily Ultimate Longevity capsule. These competitors often benefit from larger marketing budgets and established relationships with retailers. The market is also characterized by low barriers to entry, leading to a proliferation of smaller brands that compete on price, potentially pressuring our margins. To differentiate, IM8 Health relies on its science-backed formulations, clinical validation (e.g., a 12-week trial showing 93% of participants experienced increased energy), and the endorsement of high-profile co-founding partner David Beckham. However, failure to maintain product quality, innovation, or consumer trust could adversely affect our ability to compete effectively.

Europa Sports

Europa Sports, acquired in August of 2024, is one of the largest sports nutrition distributors in the U.S., serving thousands of fitness facilities and distributing over 120 brands. We compete with major distributors like GNC Holdings, LLC, The Vitamin Shoppe, and online platforms such as Amazon.com and Bodybuilding.com, which offer broad product portfolios and aggressive pricing. The sports nutrition distribution market is highly fragmented, with competitors leveraging omnichannel strategies that combine e-commerce and brick-and-mortar presence, a dynamic further intensified by Europa's subsidiary, Hubmatrix, which provides 3PL logistics for health and wellness brands. Larger competitors benefit from economies of scale, enabling them to negotiate better terms with suppliers and offer lower prices to customers. Additionally, the rise of direct-to-consumer models by sports nutrition brands (e.g., Optimum Nutrition, MuscleTech)

poses a risk by reducing reliance on distributors like Europa. Our competitive advantage lies in our extensive gym network and logistics capabilities, but failure to adapt to shifting distribution trends or maintain strong relationships with brand partners could impact our market share and profitability.

CircleDNA

CircleDNA, our consumer genetic testing business, uses next-generation sequencing (NGS) to provide comprehensive DNA tests, competing in the growing direct-to-consumer genetic testing market. We face competition from established players like Ancestry.com LLC, and MyHeritage Ltd, which dominate the market with large customer databases, brand recognition, and diversified offerings such as ancestry and health insights. Additionally, emerging competitors like Nebula Genomics, Inc. offer whole-genome sequencing at competitive prices, while clinical-grade genetic testing providers appeal to consumers seeking medically actionable insights. The market is highly regulated, with evolving standards for data privacy and test accuracy, as seen in Hong Kong's Personal Data (Privacy) Ordinance, which increases compliance costs. CircleDNA's strength lies in its comprehensive NGS-based testing and focus on actionable health insights, contributing to its near doubling of revenue in 2024 and transition to profitability. However, intense competition, price pressure, and the need for continuous innovation in test offerings could challenge our growth trajectory.

ACT Genomics

Significant progress in biomarker identification has increased demand for precision oncology to personalize cancer therapy, maximize treatment effectiveness, and minimize side effects. Liquid biopsies for early-stage cancer detection have also opened new clinical opportunities. Our main competitors include diagnostic companies offering gene profiling services based on next-generation sequencing, such as Exact Sciences Corporation, Personalis, Inc., Foundation Medicine (Roche), and Guardant Health Inc.

For more information regarding the risks associated with competitions in our target markets, please see "Item 3. Key Information — D. Risk Factors — Risks Relating to Our Business and Industry — The diagnostic testing market is highly competitive, and many of our competitors are larger, better established and have greater financial and other resources," "Item 3. Key Information — D. Risk Factors — Risks Relating to Our Business and Industry — The consumer genetic testing market is highly competitive, and many of our competitors are more established and have stronger marketing capabilities and greater financial resources, which presents a continuous threat to the success of our consumer genetic testing business," "Item 3. Key Information — D. Risk Factors — Risks Relating to Our Business and Industry — The precision oncology market is highly competitive, and many of our competitors are more established and have stronger marketing capabilities and greater financial resources, which presents a continuous threat to the success of our precision oncology business." and "Item 3. Key Information — D. Risk Factors — Risks Relating to Our Business and Industry — We may enter new business areas and expand our operations in areas, such as in consumer healthcare, clinical genetic testing, and precision oncology, where we have limited experience. We would likely face competition from entities more familiar with those businesses, and our efforts may not succeed."

Intellectual Property

We regard our patents, trademarks, copyrights, domain names, know-how, trade secrets, and similar intellectual property as critical to our success. We rely on patent, trademark, and copyright law and employment agreements with intellectual property assignment clauses, as well as confidentiality and non-compete employment terms with our employees and others to protect our intellectual property rights.

We have implemented measures to protect and preserve our trade secrets and other proprietary rights by ensuring that we have confidentiality terms in place with our employees, manufacturers, suppliers and R&D collaborators. However, while we have implemented such measures, they can be breached, and we may not have adequate remedies for any such breach.

We may from time to time engage in litigation to protect our trade secrets or know-how, to defend against claims of infringement of the rights of others or to determine the scope and validity of the proprietary rights of others. Please see "Item 3. Key Information — D. Risk Factors — Risks Relating to Intellectual Property and Legal Proceedings" for additional information regarding these and other risks related to our intellectual property rights.

Government Regulations

Regulation of Consumer Genetic Testing and IVD devices

In Hong Kong, there are no specific laws or regulations that directly regulate the sales of consumer genetic testing and IVD devices, such as our CircleDNA.

In Hong Kong, there are certain laws and regulations relating to consumer protection, advertisements, data protection, codes of practice and standards, which may apply to our business.

Regulations relating to Consumer Protection and Advertising in Hong Kong

We make certain representations with respect to our products on various media, including the product itself, our website, social media (including using social media influencers), advertising billboards, advertising vehicles and broadcast media. The Trade Descriptions Ordinance (Cap. 362), as amended by the Trade Descriptions (Unfair Trade Practices) (Amendment) Ordinance 2012, (“TDO”), provides the overriding principle that all product descriptions must be true and not misleading and prohibits the application of a false trade description to any goods or to supply or offer to supply any goods to which a false trade description is applied. The TDO broadly applies to all goods, including our consumer genetic testing kits and IVD device. “Trade description” is broadly defined to cover indications, direct or indirect, and given by whatever means, of various matters with respect to goods or parts of goods, including quantity, composition and fitness for purpose, strength, performance, behavior and accuracy. The Customs and Excise Department is the principal enforcement agency of the TDO. The maximum penalty for non-compliance with the TDO on conviction is a fine of HK\$500,000 and imprisonment for five years. The TDO also provides for a civil compliance-based mechanism as an alternative to initiating prosecution under which the Customs and Excise Department may, with the consent of the Secretary for Justice, accept a written undertaking from a trader believed to have engaged, be engaging, or be likely to engage in conduct that constitutes any of the prohibited practices to the discontinuation of the relevant conduct.

Advertisements on television or radio must comply with the Generic Code of Practice on Television Advertising Standards (“TV Code”) and the Radio Code of Practice on Advertising Standards (“Radio Code”). The general standard provided for by the TV Code and Radio Code is that advertising should be legal, clean, decent, honest and truthful. The TV Code also strictly controls the design and content of medical product advertisements, and prohibits impression of professional advice and support from medical professionals, appeals to fear or exploitation of credulity, encouragement of excess, and exaggerated claims using superlative or comparative adjectives such as “the most successful” or “quickest.” Complaints regarding advertisements in broadcasting should be made to the Communications Authority. Penalties for breach of the TV Code or the Radio Code are typically applied to broadcasters, rather than the product owner and include fines up to HK\$200,000 for the first occasion a penalty is imposed, up to HK\$500,000 for the second occasion, and up to HK\$1,000,000 for any subsequent occasion. If we are at fault for these breaches, we may be required to assume the relevant liabilities by our contract with the broadcaster.

Regulations relating to Health Supplement Products

In the United States, the formulation, manufacturing, packaging, holding, labeling, promotion, advertising, distribution, and sale of our products are subject to regulation by various federal governmental agencies, including: (1) the FDA; (2) the FTC; (3) the Consumer Product Safety Commission, or CPSC; (4) the United States Department of Agriculture, or USDA; (5) the Environmental Protection Agency, or EPA; (6) the United States Postal Service; (7) United States Customs and Border Protection; and (8) the Drug Enforcement Administration. Our activities also are regulated by various agencies of the states, localities and foreign countries, in which our products are manufactured, distributed, or sold. The FDA, in particular, regulates the formulation, manufacture, and labeling of dietary supplements. The IM8 products marketed by us in the United States are classified as dietary supplements under the Federal Food, Drug and Cosmetic Act, or FDCA. Internationally, the IM8 products marketed by us are classified as foods, health supplements, or food supplements.

FDA regulations govern the preparation, packaging, labeling, holding, and distribution of dietary supplements. Among other obligations, they require us and our contract manufacturers to meet relevant CGMP regulations for the preparation, packaging, holding, and distribution of dietary supplements. The FDA also requires identity testing of all incoming dietary ingredients used in dietary supplements, unless a company successfully petitions for an exemption from this testing requirement in accordance with the regulations. The CGMPs are designed to ensure that dietary supplements are not adulterated with contaminants or impurities, and are labeled to accurately reflect the active ingredients and other ingredients in the products. We have implemented a comprehensive quality assurance program that is designed to maintain

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compliance with the CGMPs for products manufactured on our behalf for distribution in the United States. We believe that our contract manufacturers are compliant with the FDA's CGMPs and other applicable manufacturing regulations in the United States.

The U.S. Dietary Supplement Health and Education Act of 1994, or DSHEA, revised the provisions of FFDCAs concerning the composition and labeling of dietary supplements. Under DSHEA, dietary supplement labeling may display structure/function claims that the manufacturer can substantiate, which are claims that the products affect the structure or function of the body, without prior FDA approval, but with notification to the FDA. They may not bear any claim that they can prevent, treat, cure, mitigate or diagnose disease (a drug claim). Apart from DSHEA, the agency permits companies to use FDA-approved full and qualified health claims for food and supplement products containing specific ingredients that meet stated requirements.

U.S. law also requires that all serious adverse events occurring within the United States involving dietary supplements be reported to the FDA. We believe that we are in compliance with this law having implemented a worldwide procedure governing adverse event identification, investigation and reporting. As a result of reported adverse events, we may from time to time elect, or be required, to remove a product from a market, either temporarily or permanently.

In foreign markets, prior to making or permitting sales of our products in the market, we may be required to obtain an approval, license or certification from the relevant country's ministry of health or comparable agency. Prior to entering a new market in which a formal approval, license or certificate is required, we work with local authorities in order to obtain the requisite approvals. The approval process generally requires us to present each product and product ingredient to appropriate regulators and, in some instances, arrange for testing of products by local technicians for ingredient analysis. The approvals may be conditioned on reformulation of our products, or may be unavailable with respect to some products or some ingredients.

The FTC, which exercises jurisdiction over the advertising of all of our products in the United States, has in the past several years instituted enforcement actions against several dietary supplement and food companies generally for false and misleading advertising of some of their products. In addition, the FTC has increased its scrutiny of the use of testimonials, which we also utilize, as well as the role of expert endorsers and product clinical studies. We cannot be sure that the FTC, or comparable foreign agencies, will not question our advertising or other operations in the future.

Regulations relating to Privacy and Data Protection

We collect, process and use personal data for our products and services and are subject to laws, rules and regulations relating to the privacy and security of directly or indirectly identifiable personal information (collectively, "Data Protection Laws"). Such Data Protection Laws address the collection, storage, sharing, use, disclosure, and protection of certain types of personal information, including genetic information, and frequently evolve in scope and enforcement. There can also be uncertainty, differing interpretations and contradictory requirements across the legal and regulatory landscape regarding privacy and security.

Data Protection in Hong Kong

In Hong Kong, the main data protection law is Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"). The PDPO is enforced by the Office of the Privacy Commissioner for Personal Data ("PCPD"). The PDPO does not have extraterritorial effect and applies to data users that control the collection, holding, processing or use of personal data in Hong Kong. Since the PDPO does not specifically govern the use of human genetic data, and there is no concept of "sensitive personal data," we are subject to the general requirements under the PDPO including obligations that are set out under the following data protection principles:

- First, personal data shall only be collected for a lawful purpose directly related to a function or activity of the data user and the data collected should be necessary and adequate but not excessive. The first principle also sets out the information a data user must give to a data subject when collecting personal data from that data subject.
- Second, data users shall take all practicable steps to ensure that personal data is accurate and is not kept longer than is necessary for the fulfilment of the purpose for which the data is used.
- Third, personal data should only be used for the purposes for which they were collected or a directly related purpose. A data user is required to obtain the prescribed consent of the data subject if the data user intends to

use the personal data for purposes other than those for which the data were originally collected or for a directly related purpose.

- Fourth, data users shall take all practicable steps to protect the personal data they hold against unauthorized or accidental access, processing, erasure, loss or use.
- Fifth, data subjects have a right to request access to and correction of their own personal data.
- A data user should give reasons when refusing a data subject's request to access or correct of his/her personal data.

We obtain informed consent from our customers prior to obtaining their samples. In some situations, we may be required to share health data with authorities for public health purposes. Under section 60B of the PDPO, there is an exemption from the requirement to obtain prescribed consent to use the personal data collected, including health data, for purposes other than the original purpose if the use of the data is required or authorized by or under any laws or court order in Hong Kong. This would include requests properly made by the legal authorities under laws such as the Prevention and Control of Diseases Ordinance. The PDPO also provides an exemption for disclosing health data if the data user can show that obtaining express consent from the individual would likely cause serious harm to the health of the individual or others.

Breaches of the PDPO may lead to a variety of civil and criminal sanctions including fines and imprisonment. In the event of a breach, the PCPD may issue an enforcement notice requiring the data user to take remedial action. Failure to comply with an enforcement notice constitutes an offense, resulting in a maximum fine of HK\$50,000 and up to two years' imprisonment (plus a daily fine of HK\$1,000 in the event the offense continues). Subsequent convictions can result in a maximum fine of HK\$100,000 and imprisonment for up to two years, with a daily penalty of HK\$2,000. There are certain offenses under the PDPO that carry more onerous penalties (e.g. a person committing an offence of disclosing personal data without consent from data users may be liable on conviction to a fine of up to HK\$1 million and imprisonment for up to five years). In addition, data subjects have a right to bring proceedings in court to seek compensation for damage. The PCPD may also grant legal assistance to the aggrieved individual who intends to institute proceedings to seek compensation.

Data Protection in the U.S.

There is no U.S. Federal law applicable to all industry sectors governing the collection, use and disclosure of personal data. Comprehensive data protection laws are regularly introduced in the U.S. Congress, but none have been adopted. At the U.S. Federal level, broad regulation of the collection, use, and disclosure of genetic information and personal information relating to health is limited to providers of healthcare and medical services (and their sub-processors) that are covered by government or commercial insurance programs. In addition, Federal law prohibits the use of genetic information in making employment-related decisions or for insurance underwriting purposes.

Because they are generally outside of the healthcare provider environment, the collection, use and disclosure of personal data by DTC genetic and other health-related or medical tests is regulated only at the state level. These laws are not uniform and they vary in significant ways, resulting in a "patchwork" of different compliance obligations, enforcement mechanisms, and penalties for violations.

Several states have adopted laws to protect genetic information collected by direct-to-consumer testing services. These laws, which vary by state, generally require full disclosure of the company's security protections, purposes for collection, and marketing and retention practices. They also require express consent to perform the test and disclose the results to third parties, and a process to withdraw consent. Violations may lead to civil fines and even criminal penalties and some states enable consumers to bring a private lawsuit to enforce these protections.

All states require notification to affected individuals of a breach of the specific types of personal information set out in each state's law. However, many of these laws do not cover a breach of genetic or any other type of health-related information. Some states, but not all, also require notification of a data breach to the state's attorney general. State breach notification laws are enforced by the states' attorneys general and, in some states, consumers have a private right of action.

A number of states require a private company to maintain reasonable safeguards to protect unencrypted, computerized personal information of state residents, including health-related information, against access or acquisition by an unauthorized person. However, only a few states provide guidance as to what security measures are needed to meet the standard of reasonableness.

Three states have adopted data protection laws that have much broader protection and cover all types of personal data that can identify or reasonably be linked to a natural person. Similar laws are under active consideration in other states. These privacy laws have some features that are similar to the protection of personal data in the U.K. GDPR. One such privacy law is currently in effect in California and, in 2023, an expanded law will go into effect in California. In 2023, new privacy laws will become effective in Colorado and Virginia. Each of these privacy laws will treat genetic data as “sensitive” information subject to additional restrictions including, for example, (i) collection only with informed consent, (ii) use only for specified and limited purposes, and (iii) transparency about disclosure to third parties and retention.

Concern is high and increasing among U.S. Federal and state lawmakers and regulators about protecting the security of personal data and prohibiting its undisclosed commercialization or other uses not known to or approved by the individual. We anticipate that government regulation and public expectations for personal data protection, particularly for sensitive genetic and health-related data, will become more demanding over time and require us to stay abreast of new legal developments. In addition to meeting our compliance obligations, we recognize that the perception of personal data concerns, whether or not valid, may harm our reputation and brand and adversely affect our business, financial condition, and results of operations.

Regulations and Certifications for Laboratories in Hong Kong

In Hong Kong, there is no mandatory regulatory requirement on the certification or accreditation of a medical laboratory. The Hong Kong Accreditation Service (“HKAS”) provides accreditation for laboratories located in Hong Kong through the Hong Kong Laboratory Accreditation Scheme (“HOKLAS”), a voluntary accreditation scheme launched in 1985.

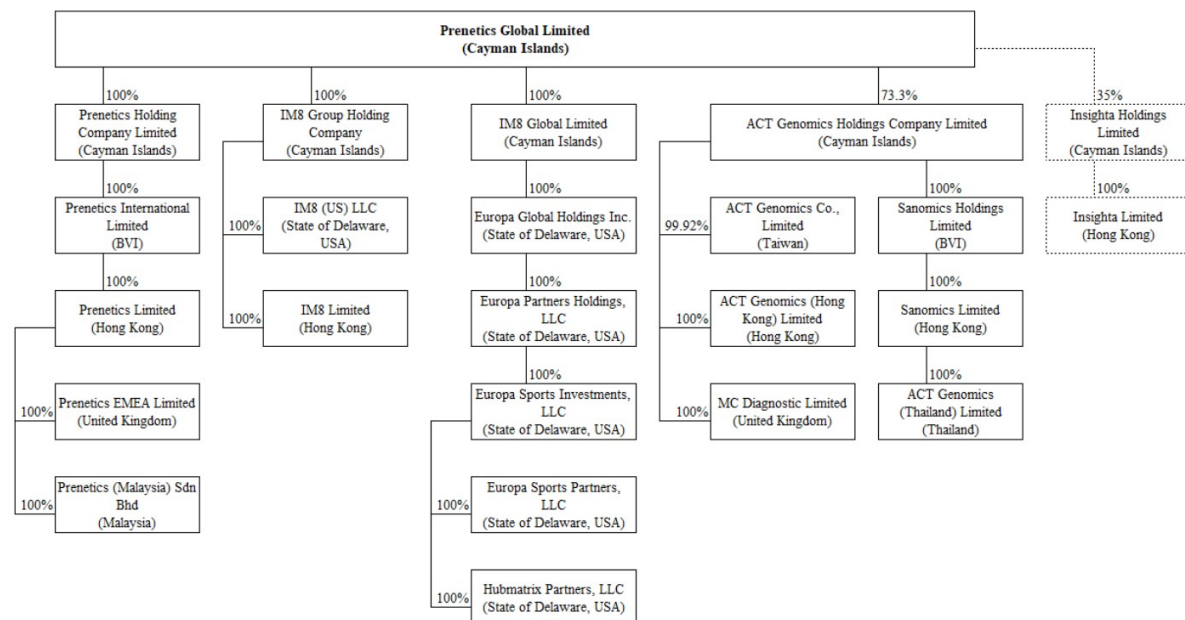
Accreditation is recognition of the capability of a laboratory to perform specific activities. Accreditation of laboratories in Hong Kong is voluntary and HOKLAS accreditation is based on the requirements of ISO 15189 “Medical laboratories — Requirements for quality and competence” standards, and involves a series of stringent on-site inspections by a team of independent specialist assessors. The assessors’ findings and reports are evaluated by the Accreditation Advisory Board which makes recommendations in respect of a laboratory’s fitness to be accredited. The inspections cover the management and technical capabilities of the laboratory, and involve inspection of policies, procedures, records, internal quality management system and calibration of laboratory equipment. Organizations accredited under HOKLAS are required to have their testing and measuring equipment regularly calibrated by a competent calibration organization to establish metrological traceability to the International System of Units. HKAS is a member of the International Accreditation Forum, International Laboratory Accreditation Cooperation and Asia Pacific Accreditation Cooperation. HKAS is also a signatory to the multilateral mutual recognition arrangements of these co-operations. Altogether under these arrangements, HKAS has 106 mutual recognition arrangement partners in 105 economies.

Medical laboratory technologists are regulated under the Cap. 359 Supplementary Medical Professions Ordinance (“SMPO”) and defined to include personnel trained in the practice of processing clinical or medical specimens for the sole purpose of making and reporting on analysis or examination in vitro (the “Profession”). All practicing medical laboratory technologists are required to be registered with the Medical Laboratory Technologists Board (“MLT Board”) under the Department of Health and are required to have a practicing certificate in force. All registered medical laboratory technologists shall comply with the Code of Practice issued by the MLT Board. There must be a Part I registered medical technologist on the Board of Directors of a medical laboratory carrying on the Profession. The laboratory director takes the overall responsibility of the operation of the laboratory, and has to be a qualified pathologist (as advised by the Hong Kong College of Pathologists) or a biomedical scientist satisfying certain specified education and experience requirements. Only Part I registered medical technologists may work independently in a medical laboratory. Medical laboratory technologists registered in Part II and III of the register may only practice under supervision.

Our laboratory has participated in the voluntary HOKLAS accreditation and is an ISO 15189 accredited medical laboratory providing accredited medical genetics test. Our laboratory is subject to regular and periodic inspections by HKAS. Failure to comply with HOKLAS requirements may result in a removal of our accreditation.

C. Organizational Structure

The following diagram depicts a simplified organizational structure of the Company as of the date of this annual report.



----- indicates a 35% interest in Insighta Holdings Limited. Insighta Holdings Limited is not a consolidated affiliated entity of the Company.

D. Property, Plants and Equipment

We are dual-headquartered in Hong Kong and Charlotte, NC. We also lease office space in Malaysia, and other locations. Our headquarters serves as the center for management, sales and marketing, in-house R&D coordination, technology support, and general administrative functions.

In addition to our office facilities, we operate four laboratories in Hong Kong, Taiwan, United Kingdom, and Thailand. All of these laboratories are operated by ACT Genomics, which are subject to a strategic review to align with our growth objectives. Our laboratories are accredited by various organizations, including the College of American Pathologists, the Hong Kong Laboratory Accreditation Scheme, operated by the Hong Kong Accreditation Service, and the Thailand Department of Medical Science, Ministry of Health.

For our consumer health business, Europa operates three strategically located warehouses across the United States, encompassing over 200,000 square feet of warehousing space. These facilities enable efficient distribution of nutritional and sports supplements, sports drinks, and accessories to over 10,000 fitness facilities nationwide.

We believe that our existing facilities are sufficient for our current needs, and we will obtain additional facilities, principally through leasing, to accommodate our future expansion plans as needed.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the related notes thereto included elsewhere in this annual report. In addition to historical consolidated financial information, the following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs that involve risks and uncertainties. Our actual results could differ materially from those discussed in the forward-looking statements as a result of many factors, including those factors set

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forth in the sections titled “Item 3. Key Information – D. Risk Factors” and “Forward-Looking Statements.” We caution you that our businesses and financial performance are subject to substantial risks and uncertainties. For discussion of year-over-year comparisons between 2023 and 2022 that are not included in this annual report on Form 20-F, refer to “Item 5. Operating and Financial Review and Prospects” found in our Form 20-F for the year ended December 31, 2023, that was filed with the Securities and Exchange Commission on May 1, 2024.

A. Operating Results

Overview

Prenetics is a leading global consumer health company focused on empowering individuals to take control of their health through innovative, science-backed solutions. Our mission is to decentralize and democratize healthcare by delivering accessible, personalized, and preventive health products.

Our current offerings include nutritional supplements, sports nutrition products distribution services, consumer genetic testing, and cancer prevention, monitoring and treatment. We have been offering CircleDNA, our in-house developed consumer genetic testing service globally since November 2019 and have delivered more than 500,000 (including DNAFit) test kits to consumers as of March 31, 2025. In December 2022, we acquired ACT Genomics Holdings Company Limited, an Asia-based genomics company specializing in precision oncology. In July 2024, we established IM8 with our co-founding partner, Mr. David Beckham, to launch cutting-edge consumer health products under the IM8® brand. In August 2024, we acquired Europa and its subsidiary, Hubmatrix, a global e-commerce and retail logistics provider.

Key Factors Affecting Results of Operations

Our results of operations are affected by the following company-specific factors.

Ability to Grow Existing Revenue Streams

The future commercial success of our products and services is dependent on our ability to broaden our customer base. We believe there is substantial market opportunity for our businesses. We intend to leverage our success and brand recognition in our existing markets to expand our regional and global presence in terms of our consumer health, diagnostic and preventive products and services. To support our geographical expansion, we will need to hire more qualified personnel such as local researchers and consultants, as well as develop an effective sales and marketing strategy alongside building our customer support team.

Ability to Develop and Grow Future Revenue Streams

Our growth strategy is centered on expanding our consumer health business, particularly through IM8, our premium nutritional supplement brand launched in November 2024, and Europa Sports Partners, a leading U.S. distributor of sports nutrition and wellness products that we acquired in August 2024 to enhance our distribution capabilities. Leveraging our advanced R&D expertise, technology platforms, and deep market insights, we plan to broaden our portfolio of science-backed wellness offerings. We intend to make significant investments in product innovation, sales, and marketing to drive adoption of IM8 and utilize Europa Sports’ extensive distribution network, creating robust future revenue streams in the consumer health sector.

Investments in In-house R&D Capability

We believe that our in-house R&D capability is one of our key competitive strengths, and we intend to continue to invest in R&D to expand our R&D capability and the scope of our product offerings. We also intend to continue engaging our partners, including Insighta, alongside our in-house experts and scientific advisory board, whereby we would leverage these synergistic relationships and capture the resulting benefits to advance the development and launching of various new products in our pipeline.

Investments in Sales and Marketing

We expect to make continued significant investments in our business to drive growth, and therefore we expect our expenses to increase going forward. In particular, in order to further enhance our brand recognition and awareness among our existing and target customers as we expand our geographic presence, we expect to invest significant resources in sales

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and marketing to drive demand for our existing and future products and services. As part of our global sales and marketing efforts, we plan to strengthen our collaboration with celebrity brand ambassadors and key opinion leaders, or KOLs, and we may also, from time to time, deploy mass media campaigns such as billboard advertisements to promote our products and services.

Growth Through Strategic Acquisitions

We expect to continue to selectively pursue business combination opportunities in a highly disciplined manner, make strategic investments in, and acquisitions of, other businesses that we believe will expand our product offerings, attract more customers, and otherwise enhance our global presence. Historically, we have made a number of critical strategic investments and acquisitions to enhance our platform and attract consumers. In December 2022, we acquired ACT Genomics, a precision oncology company which has enabled us to expand our capacity in precision oncology. Through its comprehensive line of genomic test services, ACT Genomics provides oncologists and patients with advanced genomic testing and analysis technologies to improve cancer diagnosis, treatment and prevention. In July 2023, we announced a \$80 million investment in Insighta – a pioneering early cancer detection company co-founded by world-renowned scientist Professor Dennis Lo. As part of our long-term strategy to diversify revenue streams and expand into new markets, we acquired Europa in August 2024. This acquisition is expected to contribute strategically to our consumer health and wellness business.

We may seek bolt-on opportunities that will provide the right platform and/or technology for us to continue to grow our diagnostic and preventive healthcare businesses and to further expand our geographical footprint. Acquisitions will result in acquisition-related costs, which are expensed as they are incurred.

Financial Impact of Health Supplement Business

In 2024, we expanded into the consumer health market with the launch of IM8 Health, which offers dietary supplements targeted at general wellness and longevity. This expansion represents a diversification of our revenue streams beyond genomics and precision oncology. The financial impact of this new business includes:

- **Revenue Contribution:** In its first year, our health supplement business generated US\$0.4 million in revenue, contributing 1.2% of total revenue from continuing operations.
- **Cost Structure & Investment:** We have allocated US\$6.3 million toward initial research and development, licensing fee, and market penetration strategies.
- **Growth Outlook:** We anticipate further revenue growth as we expand distribution channels, enhance product offerings, and explore international markets.

Our health supplement business is subject to regulatory oversight, and our compliance with FDA (U.S.), EFSA (EU), and other applicable jurisdictional requirements remains a key operational focus. This segment is expected to contribute to long-term profitability, given the high-margin nature of dietary supplements.

Key Components of Results of Operations

Revenue

We manage its businesses by divisions, which are organized based on the nature of the products and services offered. In the prior years, we had identified two operating segments, Prevention segment and Diagnostics segment. Upon acquisition of Europa and launch of IM8 products in 2024, the Company identified a new reportable segment, the Consumer Health segment.

As a result, we now operates its businesses in three reportable segments: (i) Prevention segment, (ii) Diagnostics segment and (iii) Consumer Health segment.

The table below sets forth our revenue from continuing operations by business segment for the periods presented.

	<i>Year Ended December 31,</i>		
	<i>2024</i>	<i>2023</i>	<i>2022</i>
	(in thousands of U.S. dollars)		
Prevention	\$ 10,367	\$ 6,155	\$ 13,164
Diagnostics	14,685	15,588	—
Consumer health	5,569	—	—
Total revenue from continuing operations	30,621	21,743	13,164

For the year ended December 31, 2024, the Prevention segment from continuing operations, the Diagnostics segment from continuing operations and the Consumer Health segment from continuing operations contributed approximately 34%, 48% and 18% of total revenue from continuing operations, respectively.

For the year ended December 31, 2023, the Prevention segment from continuing operations and Diagnostics segment from continuing operations contributed approximately 28% and 72% of our total revenue from continuing operations, respectively.

For the year ended December 31, 2022, the Prevention segment from continuing operations contributed 100% of our total revenue from continuing operations.

The table below presents our revenue from continuing operations by region for the years indicated.

	<i>Year Ended December 31,</i>		
	<i>2024</i>	<i>2023</i>	<i>2022</i>
	(in thousands of U.S. dollars)		
<i>Continuing operations</i>			
Hong Kong	\$ 14,266	\$ 8,964	\$ 13,164
The United States	5,511	—	—
United Kingdom	2,780	2,270	—
Taiwan	7,092	9,325	—
Rest of the world	972	1,184	—
	\$ 30,621	\$ 21,743	\$ 13,164

For our Prevention segment, revenue is derived from the sale of genetic testing services. Revenue is recognized based on the nature of each performance obligation. For genetic testing services, revenue is recognized at the point in time when the Group satisfies its performance obligation by delivering the test results or reports to the customer.

For our Diagnostics segment, revenue is primarily generated from the provision of precision oncology testing services. Revenue is recognized at the point in time when control of the service has transferred to the patient, which generally occurs upon delivery of the test results or reports.

For our Consumer Health segment, revenue is derived from the sale of health and wellness products and the provision of fulfillment and distribution services for sports nutrition products. Revenue is recognized based on the nature of each performance obligation. We satisfy its performance obligations for fulfillment and distribution services at a point in time typically when the customer's goods are delivered to the named destination. We provides services for storage, packaging, receiving, and in-bound freight management and satisfies those performance obligations over-time.

Direct Costs, Gross Profit, and Gross Margin

Our direct costs primarily comprise costs of inventories, staff costs, lab equipment depreciation, freight and delivery expenses and service-related charges, including NGS sequencing cost and the assembly and fulfillment cost for our Consumer Health. In the short term, we expect our direct costs associated with our Prevention and Consumer Health services to gradually decrease, primarily due to the anticipated reduction in NGS sequencing fees related to CircleDNA. Over the longer term, we expect that improvements in operational efficiency will contribute to a decrease in direct cost as a percentage of revenue.

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Our gross profit represents the difference between total revenue and total direct costs, while gross margin is calculated as gross profit expressed as a percentage of total revenue. We expect both gross profit and gross margin to improve over the long term as we benefit from operating leverage and continue to optimize cost efficiencies, resulting in a lower proportion of total direct costs relative to total revenue.

Other Income and Other Net Gains

Other income and other net gains primarily consist of bank interest income, net foreign exchange gains/(losses) and sundry income.

Selling and Distribution Expenses

Selling and distribution expenses primarily comprise advertising and marketing expenses, staff costs, commission expenses, exhibition and seminar fees and other marketing and distribution expenses. These costs are incurred to support brand-building activities, promotional campaigns, customer acquisition, and sales channel support.

We expect these expenses to increase in absolute terms as we continue to invest in marketing initiatives and expand our commercial footprint. However, over the long term, we anticipate these expenses will decrease as a percentage of total revenue as we scale our operations and improve marketing efficiency.

Research and Development Expenses

Research and development expenses primarily comprise staff costs, production-related expenses, product infrastructure expenses and depreciation. These costs support our ongoing efforts to enhance existing products and develop new offerings.

While research and development expenses may increase in certain periods depending on the scale and timing of initiatives, we do not anticipate a consistent upward trend. Instead, expenditures may fluctuate over time in line with the progression of our development activities.

Administrative and Other Operating Expenses

Administrative and other operating expenses primarily comprise staff costs, consultancy fees, legal and professional service fees, depreciation and amortization and licensing fees. These expenses support the overall corporate functions of the Group, including finance, legal, compliance, and administrative operations.

We expect these expenses to increase in absolute terms in the near term as we continue to enhance our infrastructure and meet the requirements of operating as a public company. This includes costs related to regulatory compliance, SEC reporting obligations, director and officer insurance, investor relations, and external advisory services. Over the longer term, however, we expect administrative and other operating expenses to decrease as a percentage of total revenue as we expand our business and achieve greater operating scale.

Fair Value Loss on Financial Assets at Fair Value Through Profit or Loss

Fair value loss on financial assets at fair value through profit or loss represents unrealized losses arising from changes in the fair value of such assets during the reporting period. This is a non-cash item and does not impact our cash flows.

Fair Value Gain on Warrant Liabilities

Fair value gain on warrant liabilities relates to the changes in the fair value of the warrants which are issued for the de-SPAC transaction and measured at fair value through profit or loss. The warrants are exercisable from May 18, 2022 and will expire on May 18, 2027. This is a non-cash item and does not impact our cash flows.

Gain on Partial Disposal of an Equity-accounted Investee

Gain on partial disposal of an equity-accounted investee represents the realized gain recognized upon the sale of a portion of our interest in an investee accounted for using the equity method. The gain reflects the difference between the consideration received and the proportionate carrying amount of the investment disposed. This is a non-recurring, non-cash

gain to the extent it relates to the reclassification of accumulated equity-accounted balances and does not impact our cash flows.

Share of Loss of Equity-accounted Investees, net of tax

Share of loss of equity-accounted investees, net of tax, represents our proportionate share of the net losses incurred by investees over which we have joint control or significant influence, but not control. These investees are accounted for using the equity method, and the losses are recognized in our consolidated results net of tax.

Other Finance Costs

Other finance costs primarily comprise interest expenses on lease liabilities. While we do not currently utilize bank borrowings or other interest-bearing financing arrangements, any future use of such financing to support growth initiatives may result in an increase in other finance costs.

Income Tax Credit

We are subject to income taxes in the jurisdictions in which we operate, each with its own statutory tax rates. As a result, our effective tax rate may fluctuate based on the geographic mix of assessable profit, availability and utilization of tax credits, changes in the valuation of our deferred tax assets, and liabilities, and amendments to applicable tax laws and regulations.

Profit/(loss) From Discontinued Operations, Net of Tax

In May 2023, the Group discontinued its COVID-19-related diagnostic services globally and other DNA testing operations in the EMEA region. This strategic decision was influenced by the World Health Organization's then pronouncements and the diminishing demand for COVID-19 diagnostic services. This reduced demand was primarily attributable to the relaxation of testing mandates for international travelers and local citizens worldwide. Consequently, this shift in circumstances led to a noticeable decline in the number of testing centers operating in Hong Kong and the United Kingdom for testing samples from the EMEA region. The decision to discontinue operations in the EMEA region is a strategic move to streamline operations and consolidate resources to better address the evolving needs of the market.

Other Comprehensive Income/(Expense)

Other comprehensive income/(expense) primarily reflects exchange differences on translation of foreign operations, driven by fluctuations in foreign exchange rate compared to the prior reporting period. It also includes our share of other comprehensive income from equity-accounted investees recognized under the equity method.

Results of Operations

The following table sets forth our consolidated statements of profit or loss and other comprehensive income and their respective dollar amount and percentage change for the years presented. Following the table, we discuss our results of operations for the year ended December 31, 2024 compared to the year ended December 31, 2023.

	<i>Year Ended December 31,</i>		
	<i>2024</i>	<i>2023</i>	<i>2022</i>
(in thousands of U.S. dollars)			
Continuing operations			
Revenue	\$ 30,621	\$ 21,743	\$ 13,164
Direct costs	(15,221)	(12,913)	(9,546)
Gross profit	15,400	8,830	3,618
Other income and other net gains	2,745	4,507	430
Selling and distribution expenses	(8,636)	(8,243)	(4,738)
Research and development expenses	(10,923)	(11,662)	(5,989)
Impairment loss of goodwill	—	(3,900)	—
Administrative and other operating expenses	(46,730)	(41,438)	(59,343)
Operating loss from continuing operations	(48,144)	(51,906)	(66,022)
Fair value loss on financial assets at fair value through profit or loss	(8,869)	(7,135)	(9,363)
Share-based payment on listing	—	—	(89,547)
Fair value loss on preference shares liabilities	—	—	(60,091)
Fair value gain on warrant liabilities	49	3,351	3,197
Gain on partial disposal of an equity-accounted investee	1,244	—	—
Share of loss of equity-accounted investees, net of tax	(1,779)	(859)	—
Other finance costs	(203)	(120)	(3,995)
Loss before taxation	(57,702)	(56,669)	(225,821)
Income tax credit	7,874	269	245
Loss from continuing operations	(49,828)	(56,400)	(225,576)
Discontinued operation			
Profit/(loss) from discontinued operation, net of tax	22	(8,377)	35,122
Loss for the year	(49,806)	(64,777)	(190,454)
Other comprehensive income/(expense)			
Items that will not be reclassified subsequently to profit or loss:			
Share of other comprehensive income of equity-accounted investees	303	—	—
Item that may be reclassified subsequently to profit or loss:			
Exchange differences on translation of foreign operations	(1,024)	1,795	(4,843)
Other comprehensive (expense)/income for the year	(721)	1,795	(4,843)
Total comprehensive expense for the year	\$ (50,527)	\$ (62,982)	\$ (195,297)

Comparison of the Years Ended December 31, 2024 and 2023

Revenue From Continuing Operations

	Year Ended December 31			
	2024	2023	\$Change	% Change
	(in thousands of U.S. dollars, unless otherwise stated)			
Prevention	\$ 10,367	\$ 6,155	\$ 4,212	68 %
Diagnostics	14,685	15,588	(903)	(6)%
Consumer health	5,569	—	5,569	n/a
Total revenue from continuing operations	\$ 30,621	\$ 21,743	8,878	41 %

Our total revenue from continuing operations increased by \$8.9 million for the year ended December 31, 2024, compared to the year ended December 31, 2023. The increase was primarily driven by the acquisition of Europa in 2024, which enabled us to expand our service offerings to include fulfillment and distribution of sports nutrition products. In addition, the launch of our consumer health products, IM8, in November 2024, along with increased revenue from genetic testing services, under the CircleDNA brand, further contributed to the overall growth in revenue.

Prevention. The revenue from continuing operations derived from our Prevention segment increased by \$4.2 million, or 68%, from \$6.2 million for the year ended December 31, 2023 to \$10.4 million for the year ended December 31, 2024. The increase was primarily driven by the increased number of CircleDNA report releasing under genetic testing services.

Diagnostics. The revenue from continuing operations generated by Diagnostics segment decreased by \$0.9 million, or 6%, from \$15.6 million for the year ended December 31, 2023 to \$14.7 million for the year ended December 31, 2024. The decrease was primarily attributable to lower demand for oncology testing services, which may fluctuate from period to period due to variations in patient volumes, referral patterns, and market dynamics across the regions in which we operate.

Consumer Health. The revenue from continuing operations derived from our Consumer Health segment was \$5.6 million for the year ended December 31, 2024. The revenue was primarily driven by the launch of our consumer health product, IM8, in November 2024, and the contribution from Europa, which we acquired in August 2024 to expand our capabilities in fulfillment and distribution of sports nutrition products.

Direct Costs, Gross Profit and Gross Margin From Continuing Operations

Total direct costs from continuing operations increased by \$2.3 million, or 18%, from \$12.9 million for the year ended December 31, 2023 to \$15.2 million for the year ended December 31, 2024. The increase was primarily due to the acquisition of Europa, which resulted in additional cost of inventories, service charges, and other expenses related to the fulfillment and distribution of sports nutrition products. The increase also reflects higher staffing costs to support expanded Consumer Health segment.

Our gross profit from continuing operations increased by \$6.6 million, or 74%, from \$8.8 million for the year ended December 31, 2023 to \$15.4 million for the year ended December 31, 2024. The increase was primarily driven by higher revenue contributions from CircleDNA, the launch of IM8 in November 2024, and the consolidation of Europa's operations. These revenue gains outpaced the corresponding increase in direct costs, resulting in improved gross profitability.

Our gross margin from continuing operations increased from 41% for the year ended December 31, 2023 to 50% for the year ended December 31, 2024. This improvement reflects a favorable shift in revenue mix toward higher-margin offerings, alongside ongoing efforts to optimize cost structures. The increase in gross margin contributed to enhanced profitability and reflects improved operational efficiency.

Other Income and Other Net Gains From Continuing Operations

Other income and other net gains from continuing operations decreased by \$1.8 million, or 39%, from \$4.5 million for the year ended December 31, 2023 to \$2.7 million for the year ended December 31, 2024. The decrease was primarily attributable to lower bank interest income, in line with the global trend of declining interest rates during the year, which reduced returns on short-term deposits.

Selling and Distribution Expenses From Continuing Operations

Selling and distribution expenses from continuing operations increased by \$0.4 million, or 5%, from \$8.2 million for the year ended December 31, 2023 to \$8.6 million for the year ended December 31, 2024. The increase was primarily attributable to higher advertising and marketing expenses and commission expenses driven by revenue growth.

Research and Development Expenses From Continuing Operations

Research and development expenses from continuing operations decreased by \$0.7 million, or 6%, from \$11.7 million for the year ended December 31, 2023 to \$10.9 million for the year ended December 31, 2024. The decrease was primarily due to the timing and scale of product development activities during the year.

Impairment Loss of Goodwill

An impairment loss of \$3.9 million was recognized for the year ended December 31, 2023, as the carrying amount of a cash-generating unit's goodwill exceeded its recoverable amount, necessitating recognition of an impairment charge. No such impairment was recorded for the year ended December 31, 2024. This impairment charge is a non-cash expense and does not affect our liquidity or cash flows. We continue to monitor and evaluate our intangible assets for impairment on an ongoing basis in accordance with applicable accounting standards.

Administrative and Other Operating Expenses From Continuing Operations

Administrative and other operating expenses from continuing operations increased by \$5.3 million, or 13%, from \$41.4 million for the year ended December 31, 2023 to \$46.7 million for the year ended December 31, 2024. The increase was primarily attributable to higher consultancy fees, legal and professional service fees, and licensing fees incurred in connection with the acquisition of Europa and the launch of IM8 Health.

Fair Value Loss on Financial Assets at Fair Value Through Profit or Loss

Fair value loss on financial assets measured at fair value through profit or loss increased by \$1.7 million, or 24%, from \$7.1 million for the year ended December 31, 2023 to \$8.9 million for the year ended December 31, 2024. This item represents unrealized losses arising from changes in the fair value of such assets during the reporting period. It is a non-cash item and does not impact our cash flows.

Fair Value Gain on Warrant Liabilities

Fair value gain on warrant liabilities decreased by \$3.3 million, or 99% from \$3.4 million for the year ended December 31, 2023 to \$49.2 thousand for the year ended December 31, 2024. The gain relates to changes in the fair value of warrants issued in connection with the de-SPAC transaction, which are measured at fair value through profit or loss. These warrants became exercisable on May 18, 2022, and will expire on May 18, 2027. This is a non-cash item and does not impact our cash flows.

Gain on Partial Disposal of an Equity-accounted Investee

Gain on partial disposal of an equity-accounted investee was \$1.2 million for the year ended December 31, 2024. The gain represents the realized amount recognized upon the sale of a portion of our interest in an investee accounted for using the equity method. It reflects the difference between the consideration received and the proportionate carrying amount of the investment disposed. This is a non-recurring, non-cash gain to the extent it relates to the reclassification of accumulated equity-accounted balances and does not impact our cash flows.

Share of Loss of Equity-accounted Investees, net of tax

Share of loss of equity-accounted investees, net of tax, increased by \$0.9 million, or 107% from \$0.9 million for the year ended December 31, 2023 to \$1.8 million for the year ended December 31, 2024. This amount represents our proportionate share of the net losses incurred by investees over which we have joint control or significant influence, but not control. These investees are accounted for using the equity method, and the losses are recognized in our consolidated results net of tax.

Other Finance Costs From Continuing Operations

Other finance costs from continuing operations increased by \$0.1 million, or 69%, from \$0.1 million for the year ended December 31, 2023 to \$0.2 million for the year ended December 31, 2024. The increase was primarily attributable to higher interest expenses on lease liabilities, driven by the acquisition of Europa and the commencement of a new lease during the year.

Income tax credit

Income tax credit from continuing operations increased by \$7.6 million, or 2823% from \$0.3 million for the year ended December 31, 2023, to \$7.9 million for the year ended December 31, 2024. The increase was primarily attributable to the recognition of an over provision of income tax in prior years.

Profit/(Loss) From Discontinued Operations, Net of Tax

Profit/(loss) from discontinued operations, net of tax changed from a loss of \$8.4 million for the year ended December 31, 2023, to a profit of \$21.8 thousand for the year ended December 31, 2024, representing an improvement of \$8.4 million. The improvement was mainly attributable to the Group discontinued its COVID-19-related diagnostic services globally, including other DNA testing operations in the EMEA region in 2023. This notable shift reflects the strategic decision to discontinue our COVID-19-related diagnostic services globally, including other DNA testing operations in the EMEA region. This strategic move reflects the Group's commitment to its evolving business focus and we incurred costs associated with exiting these discontinued operations.

B. Liquidity and Capital Resources

We have financed our operations primarily through issuance of ordinary shares, and cash generated from investing activities. Our primary requirements for liquidity and capital are to finance working capital, capital expenditures and general corporate purposes as well as investment in R&D and potential mergers and acquisition opportunities.

As of December 31, 2024 and 2023, our principal source of liquidity was our cash balance of \$52.3 million and \$45.7 million, respectively, which was held for working capital purposes. Additionally, we had short term deposits with banks beyond 3 months of \$16.0 million as of December 31, 2023. We incurred a net loss after tax of \$49.8 million and \$64.8 million for the years ended December 31, 2024 and 2023, respectively.

Our net cash outflows from operations were \$28.9 million and \$13.8 million for the year ended December 31, 2024 and 2023, respectively.

Between Prenetics HK and its subsidiaries, the cash is transferred from Prenetics HK to its subsidiaries in the form of capital contributions or through intercompany advances. If needed, cash may be transferred between Prenetics HK and its subsidiaries in the United States, Taiwan and Singapore through intercompany fund advances and capital contributions, and there are currently no restrictions on transferring funds between Prenetics HK and its subsidiaries in the United States, Taiwan and Singapore. Under our cash management policy, the amount of intercompany transfer of funds is determined based on the working capital needs of the subsidiaries and intercompany transactions, and is subject to internal approval process and funding arrangements. Our management reviews and monitors our cash flow forecast and working capital needs of the subsidiaries on a regular basis.

In connection with and prior to the Business Combination, holders of 28,878,277 Artisan Public Shares exercised their right to redeem their shares for cash at a price of approximately \$10.01 per share, for an aggregate price of \$288.9 million. As a result, upon consummation of the Business Combination on May 18, 2022, we raised gross proceeds of approximately \$166.4 million, including \$55.8 million from the PIPE Investment, \$60.0 million from the forward purchase

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investments, and \$50.6 million from the contribution of cash held in Artisan's trust account from its IPO. Such proceeds were used to pay \$31.8 million of transaction fees and resulted in net cash proceeds of \$134.6 million.

Assuming the exercise of all outstanding warrants for cash, we would receive aggregate proceeds of approximately \$154.6 million. However, we will only receive such proceeds if all the Warrant holders exercise all of their Warrants. The exercise price of our Warrants was \$8.91 per 1.29 shares (or an effective price of \$6.91 per share), subject to adjustment. After completion of our reverse stock split of 15-to-1 in November 2023, the exercise price of our Warrants has been adjusted to \$133.65 per 1.29 shares (or an effective price of \$103.60 per share). We believe that the likelihood that warrant holders determine to exercise their warrants, and therefore the amount of cash proceeds that we would receive, is dependent upon the market price of our Class A Ordinary Shares. If the market price for our Class A Ordinary Shares is less than the exercise price of the warrants (on a per share basis), we believe that warrant holders will be very unlikely to exercise any of their warrants, and accordingly, we will not receive any such proceeds. There is no assurance that the warrants will be "in the money" prior to their expiration or that the warrant holders will exercise their warrants. As of April 24, 2025, the closing price of our Class A Ordinary Shares was \$[x] per share. Holders of the Private Warrants have the option to exercise the Private Warrants on a cashless basis in accordance with the Existing Warrant Agreement. To the extent that any warrants are exercised on a cashless basis, the amount of cash we would receive from the exercise of the warrants will decrease. Even though the current trading price of the Class A Ordinary Shares is below \$10.00, which is the price at which the units were issued in Artisan's IPO, Artisan LLC (the "Sponsor") (or its transferees) and certain other selling security holders have an incentive to sell their Class A Ordinary Shares because they will still profit on sales due to the lower price at which they purchased their shares compared to the public investors in Artisan's IPO or the current trading price of our Class A Ordinary Shares. Public investors may not experience a similar rate of return on the securities they purchase due to differences in the purchase prices that they paid and the current trading price.

On December 30, 2022, we acquired 74.39% of equity interest in ACT for a total consideration of \$20 million in cash and 19,891,910 Class A Ordinary Shares (as of the date of this Annual Report, these shares have been consolidated into approximately 1,326,128 Class A Ordinary Shares, due to the reverse stock split).

On July 20, 2023, we initiated a 50/50 equity-accounted investee, Insighta. This establishment involved a total consideration of \$80 million in cash and 22,222,222 Class A Ordinary Shares (as of the date of this Annual Report, these shares have been consolidated into 1,481,482 Class A Ordinary Shares, due to the reverse stock split). On October 14, 2024, our shareholding in Insighta was reduced to 35% following a disposal of 15% interest for a consideration of \$30 million to Tencent.

We believe our existing cash will be sufficient to meet our operating working capital and capital expenditure requirements at least for the next twelve months. Our future financing requirements will depend on many factors including our growth rate, the timing and extent of spending to support development of our existing and pipeline products and the expansion of selling and marketing activities as well as any mergers and acquisitions opportunities that may arise. Although we currently are not a party to any agreement and do not have any understanding with any third parties with respect to potential investments in, or acquisitions of, businesses or technologies, we may enter into these types of arrangements in the future, which could also require us to seek additional equity or debt financing.

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Cash from operations could also be affected from our customers and other risks detailed “Item 3. Key Information — D. Risk Factors.” We expect to continue to maintain financing flexibility in the current market conditions. As a result, we may require additional capital resources to execute strategic initiatives to grow our business.

The following table summarizes our cash flows for the periods presented:

	<i>Year Ended December 31,</i>		
	<i>2024</i>	<i>2023</i>	<i>2022</i>
	<i>(in thousands of U.S. dollars)</i>		
Net cash (used in)/from operating activities	(28,874)	(13,765)	14,515
Net cash from/(used in) investing activities	38,541	(82,952)	(46,145)
Net cash (used in)/from financing activities	(3,343)	(4,704)	143,318

Operating Activities

Net cash used in operating activities was \$28.9 million for the year ended December 31, 2024, primarily due to a loss for the year of \$49.8 million, adjusted for certain non-cash items. These adjustments included a fair value loss on financial assets at fair value through profit or loss of \$8.9 million, fair value gain on warrant liabilities of \$49.2 thousand, share of loss of equity-accounted investees of \$1.8 million, equity-settled share-based payment expenses of \$7.8 million, equity-settled non-cash transaction of \$4.1 million, other finance costs of \$0.2 million, write-off on inventories of \$0.7 million, depreciation of \$4.0 million and amortization of intangible assets of \$1.9 million. Net changes in operating assets and liabilities of \$2.0 million were primarily related to an increase in trade receivables of \$0.6 million, primarily due to the inclusion of outstanding balance following the acquisition of Europa, an increase in deposits, prepayments and other receivables of \$2.1 million, mainly related to the launch of our consumer health product, a decrease in inventories of \$1.3 million due to inventories utilization, a decrease in trade payables of \$4.7 million due to vendor settlements, a decrease in accrued expenses and other current liabilities of \$1.2 million, reflecting settlement of outstanding balance and lower spending on staff costs, an increase in contract liabilities of \$0.4 million mainly related to the timing difference on the performance obligations of our revenue, and a decrease in deferred expenses of \$8.3 million as a result of amortization.

Net cash used in operating activities was \$13.8 million for the year ended December 31, 2023, primarily due to a loss for the year of \$64.8 million, adjusted for certain non-cash items. These adjustments included fair value loss on financial assets at fair value through profit or loss of \$7.1 million, fair value gain on warrant liabilities of \$3.4 million, impairment loss of goodwill of \$3.9 million, share of loss of equity-accounted investees of \$0.9 million, equity-settled share-based payment expenses of \$10.6 million, other finance costs of \$0.2 million, write-off on inventories of \$3.1 million, depreciation of \$5.9 million and amortization of intangible assets of \$1.9 million. Net changes in operating assets and liabilities of \$24.2 million were primarily related to a decrease in trade receivables of \$37.6 million from the settlement of sales invoices, a decrease in deposits and prepayments and other receivables of \$1.6 million due primarily to decrease prepayments for test kits, an increase in inventories of \$1.7 million due to the inclusion of inventory from the acquisition of ACT, which occurred last year but was integrated into our operations during the current year, a decrease in trade payables of \$5.6 million due to the settlement of the vendor balance, a decrease in accrued expenses and other current liabilities of \$7.4 million due to settlement of outstanding balance and decreased expenditure on staff costs and legal and professional fees, an increase in contract liabilities of \$0.4 million mainly related to the timing difference on the report release on testing services, and an increase in deferred expenses of \$1.0 million as a result of RSUs repurchases.

Investing Activities

Cash flows from or used in investing activities primarily relate to purchases of property, plant and equipment and intangible assets, payment for purchase of financial assets at fair value through profit or loss, payment for acquisition, investment in an equity-accounted investee, proceeds from partial disposal of an equity accounted investee, and proceeds from redemption of short-term deposits.

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Net cash from investing activities was \$38.5 million for the year ended December 31, 2024, which consisted primarily of payment for purchase of financial assets at fair value through profit or loss of \$0.1 million, payment for purchase of property, plant and equipment of \$1.0 million, proceeds from partial disposal of an equity-accounted investee of \$30.0 million and proceeds from redemption of short-term deposits of \$16.0 million.

Net cash used in investing activities was \$83.0 million for the year ended December 31, 2023, which consisted primarily of payment for purchase of financial assets at fair value through profit or loss of \$10.0 million, investment in an equity-accounted investee of \$80.0 million, payment for purchase of property, plant and equipment of \$0.3 million, payment for purchase of intangible assets of \$0.6 million, payment for purchase of short-term deposits of \$16.0 million and proceeds from redemption of short-term deposits of \$19.9 million.

Financing Activities

Cash flows used in financing activities primarily relate to capital and interest elements of lease rentals paid and payment for purchase of treasury shares.

Cash used in financing activities was \$3.3 million for the year ended December 31, 2024, which consisted primarily of \$0.6 million in payment for purchase of treasury shares and \$2.6 million in capital element of lease rentals paid.

Net cash used in financing activities was \$4.7 million for the year ended December 31, 2023, which consisted primarily of \$1.2 million in payment for purchase of treasury shares and \$3.2 million in capital element of lease rentals paid.

Contractual and Other Obligations

Other than the ordinary cash requirements for our operations and our capital expenditure, our material cash requirements as of December 31, 2024 and any subsequent interim period primarily include lease liabilities, warrant liabilities, and liabilities for puttable financial instruments. The following table sets forth their details as of December 31, 2024:

	<i>Payment Due by Period</i>			
	<i>Total</i>	<i>Less than 1 year</i>	<i>1 – 2 Years</i>	<i>More than 2 years</i>
	(in thousands of U.S. dollars)			
Lease liabilities	7,204	4,034	1,805	1,365
Warrant liabilities	175	175	—	—
Liabilities for puttable financial instruments	16,834	16,834	—	—

Off-Balance Sheet Arrangements

Since the date of our incorporation, we have not engaged in any off-balance sheet arrangements, as defined in the rules and regulations of the SEC.

C. Research and Development, Patents and Licenses, Etc.

See “Item 4. Information on the Company — B. Business Overview — Research & Development” and “Item 4. Information on the Company — B. Business Overview — Intellectual Property.”

D. Trend Information

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events since January 1, 2024 to December 31, 2024 that are reasonably likely to have a material adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

E. Critical Accounting Estimates

Our consolidated financial statements are prepared in accordance with IFRS Accounting Standards, and the preparation of these consolidated financial statements requires us to make estimates that affect the application of the Group's accounting policies and the reported amounts of assets, liabilities, revenue, costs and expenses. Actual results may differ from these estimates. Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to estimates are recognized prospectively.

Impairment Test of Cash Generating Units Containing Goodwill and Intangible Assets

Internal and external sources of information are reviewed at the end of each reporting period to identify indications that the following assets may be impaired or, except in the case of goodwill, an impairment loss previously recognized no longer exists or may have decreased:

- intangible assets; and
- goodwill

If any such indication exists, the asset's recoverable amount is estimated. In addition, for goodwill, intangible assets that are not yet available for use and intangible assets that have indefinite useful lives, the recoverable amount is estimated annually whether or not there is any indication of impairment.

Calculation of recoverable amount

The recoverable amount of an asset is the greater of its fair value less costs of disposal and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. Where an asset does not generate cash inflows largely independent of those from other assets, the recoverable amount is determined for the smallest group of assets that generates cash inflows independently (i.e. a cash-generating unit).

Recognition of impairment losses

An impairment loss is recognized in profit or loss if the carrying amount of an asset, or the cash-generating unit to which it belongs, exceeds its recoverable amount. Impairment losses recognized in respect of cash-generating units are allocated first to reduce the carrying amount of any goodwill allocated to the cash-generating unit (or group of units) and then, to reduce the carrying amount of the other assets in the unit (or group of units) on a pro rata basis, except that the carrying value of an asset will not be reduced below its individual fair value less costs of disposal (if measurable) or value in use (if determinable).

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

The following table sets forth certain information relating to our executive officers and directors as of the date of this annual report. Our board of directors is comprised of five directors.

The terms of two members of the Board, Mr. Ian Ying Woo, the chairperson of the Audit Committee, and a member of the Compensation Committee, and Dr. Cui Zhanfeng, ended on May 17, 2024 and were not renewed. The decision was made as part of our strategic realignment to focus on new business areas related to consumer health, and reflects our commitment to ensuring that the Board's composition reflects the expertise needed to drive these initiatives forward. The decision did not arise or result from any disagreement between Mr. Woo or Dr. Cui with the Company. As part of our strategic repositioning into the new business vertical of consumer health, we appointed Ms. Kathryn Henry and Mr. David Eric Vanderveen as independent directors to our Board of Directors, effective June 13, 2024, and June 16, 2024,

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respectively. Our Chief Technology Officer, Dr. Wong Yung Ho Peter resigned effective on March 1, 2025 to pursue other opportunities.

Name	Age	Position/Title
Yeung Danny Sheng Wu	46	Director, Chairperson and Chief Executive Officer
Cheng Yin Pan (Ben)	37	Independent Director
Kathryn Henry	59	Independent Director
David Eric Vanderveen	56	Director and President of Americas
Chiu Wing Kwan Winnie	45	Independent Director
Dr. Tzang Chi Hung Lawrence	51	Chief Scientific Officer
Lo Hoi Chun (Stephen)	40	Chief Financial Officer
Dr. Senthil Kumar Sundaram	51	Chief Clinical Officer
Joel Neoh	41	Chief Consumer Officer and Managing Director for CircleDNA

Yeung Danny Sheng Wu is our co-founder. Since our business inception in 2014, Mr. Yeung has served as our Chief Executive Officer and director. Mr. Yeung's journey into healthcare started as a way to utilize his extensive entrepreneurial career into making an impact for society. Mr. Yeung's vision from day 1 was to always turn our company into a global health group, recruiting the best talent, and to give everyone the power to be in control of their own health. Mr. Yeung believes the future of healthcare is to decentralize healthcare and bring healthcare closer to millions of individuals worldwide. Prior to co-founding our company, Mr. Yeung was a Founding Partner at SXE Ventures, having led multiple investments in genetic testing companies and in Honey Science, which was acquired by PayPal for US \$4 billion in 2019. Mr. Yeung had also founded uBuyiBuy in 2010, which was subsequently acquired by Groupon. Prior to leaving Groupon in early 2014, Mr. Yeung served as CEO of Groupon East Asia, leading it to be the largest e-commerce company in the region. Mr. Yeung's entrepreneurial journey started at the age of 25 when he ventured into franchising Hong Kong dessert chain "Hui Lau Shan" into the USA. After exiting Hui Lau Shan, Mr. Yeung successfully ventured into hospitality furniture and executed multi-million-dollar projects with MGM globally. Mr. Yeung's life motto is "Play Hard, Work Harder."

Cheng Yin Pan (Ben) is the Vice Chairman of the Board of Directors and Chief Executive Officer of Youngtimers AG, a Switzerland-listed global asset management firm (SIX: YTME), since January 2025, and Managing Director of C Capital since March 2016. Under his leadership, C Capital has made significant strides in the investment landscape, focusing on transformative opportunities across various sectors. With extensive experience in venture capital and private equity, Mr. Cheng has played a pivotal role in high-profile investments, including CASETiFY, the fastest-growing global tech accessories brand; XiaoPeng (NYSE: XPEV), a leading Chinese electric vehicle manufacturer; Animoca brands, a multinational blockchain technology; NOTHING, a UK-based consumer electronics manufacturer; Lalamove, a prominent Chinese on-demand logistics firm. Mr. Cheng is an independent director of Prenetics and holds a Non-executive Director position at Ocean Line Port Development Limited (8502.HK). In addition to his operational roles, Mr. Cheng actively contributes to the community as a committee member of Hong Kong Trade Development Council Mainland Business Advisory Committee and the Venture Committee of Hong Kong Venture Capital and Private Equity Association. He is also a director and committee member of the LRC Charitable Foundation (LRCCF). Prior to C Capital, Mr. Cheng hones his expertise as an investment banker at Bank of America Merrill Lynch and Standard Chartered Bank, where he was involved in landmark transactions such as the US\$3.3 billion take-private of WuXi Pharma Tech, Temasek's US\$5.7 billion investment in Watson's and the US\$2.1 billion acquisition of ING's insurance business in Hong Kong, Macau and Thailand. Mr. Cheng holds a bachelor's degree in Quantitative Finance with honors from the Chinese University of Hong Kong. He is a member of CPA Australia.

Kathryn Henry is currently an independent director at Lululemon, of which Kathryn Henry has been a member of the board of directors for over 9 years and serves on the Audit Committee as well as the People Culture and Compensation Committee. Ms. Henry is also co-founder and advisor of LightBrite, where she served as CEO from January 2022 to February 2023. From 2015 to 2022, she served as a strategic consultant for retail and technology companies, in addition to venture capital, investment and consulting firms seeking executive level guidance. Ms. Henry previously served as chief information officer, logistics & distribution at Lululemon from 2010 to 2014 where she oversaw all global information and technology operations for the company. Prior to joining Lululemon in 2010, Ms. Henry worked at Gap, Inc., where she served as vice president and chief information officer of international IT and Gap North America and was responsible for the systems support of key international growth initiatives. Previously, she was vice president of Dockers Business Divestiture and vice president of global IT strategy & development at Levi Strauss & Co.

David Eric Vanderveen has had a successful 30-year track record in beverage, nutrition, and technology, leading disruptive change at both private and public companies. From 2022 until recently, he was CEO of Nirvana Water Sciences, where he developed a team of industry beverage, functional beverage, and supplement experts to transform the brand, product portfolio, go-to-market strategy, and execution of the business. From 2002 to 2015, Mr. Vanderveen was the founder and CEO of XS Worldwide, a company with a portfolio of energy drinks and sports nutrition products. XS partnered with Amway Corporation and became the fastest-growing business segment and category for the world's largest direct seller, reaching annual sales over \$400 million with distribution in more than 60 countries. XS was sold to Amway in 2015, where Mr. Vanderveen served as Vice President and Global General Manager for the XS brand, achieving maximum earn-out through 2018. Mr. Vanderveen is also an advisor and limited partner at RX3 Growth Partners, a private equity firm that partners with consumer brands and other leading investment firms to maximize value by leveraging its unique influencer base of athletes, celebrities, and thought leaders, and is a general partner in LLB Global Fund, an international arbitration fund in partnership with French law firm, Lazareff Le Bars.

Chiu Wing Kwan Winnie, JP has served as the Chairman and Executive Director of Dorsett Hospitality International, a global hospitality group with a footprint in 22 major cities worldwide and over 60 hotels, since November 2011, the Joint Managing Director of Far East Consortium International Limited (HKEx: 0035) since January 2024, and the Chairperson of AGORA Hospitality Group Co., Ltd (TYO: 9704) since June 2015. Ms. Chiu has also served in various government and community service capacities and is a Committee Member of Mega Arts and Cultural Events Committee since 2023, Hong Kong Academy for Wealth Legacy since 2023, Council Member of Vocational Training Council and University of Hong Kong since 2022, Member of the Singapore Management University International Advisory Council in China and Member of the Committee of Overseers of Wu Yee Sun College of Chinese University of Hong Kong since 2014. Ms. Chiu is also the head of the Dorsett Investment team and her own family office, the General Partner of Beyond Ventures and Astera Private Credit Fund, a member of the investment committee of the AEF (Alibaba Entrepreneurs Fund) Greater Bay Area Fund and leading venture capital firm Gobi Partners.

Dr. Tzang Chi Hung Lawrence is our co-founder. Since our founding in 2014, Dr. Tzang has served as our Chief Scientific Officer and director, where Dr. Tzang oversees development, evaluation and implementation of new testing products and services, laboratory automation, supervision of laboratory setup and operation and governance of medical laboratory accreditation. Dr. Tzang has over 20 years industry experience in diagnostic testing and is recognized as a leader in DNA-based molecular diagnostic techniques. Dr. Tzang has been a registered Medical Laboratory Technologist I at Board of Medical Laboratory Technologist since 2013, a founding member and secretary at the Hong Kong Society for Behavioral and Neural Genetics since 2011 and a fellow of the Hong Kong Society for Molecular Diagnostic Sciences since 2008. Dr. Tzang received his post-doctoral research fellowship at the Department of Biology & Chemistry of the City University of Hong Kong from 2003 to 2009. Dr. Tzang received a Ph.D. in Molecular Biology and a B.Sc. in Applied Chemistry from the City University of Hong Kong in 2003 and 1996, respectively.

Lo Hoi Chun (Stephen) has served as our Chief Financial Officer since 2018. Prior to joining us, Mr. Lo served as the Vice President in the Asia Pacific Investment Banking team of Citigroup, where he worked extensively on initial public offering transactions, placements, debt issuances and cross border mergers and acquisitions in Asia and the U.S. Previously, Mr. Lo was an auditor with Ernst & Young. Mr. Lo received a Master of Business Administration from Yale University's School of Management, a Master of Science in Accounting and Finance from the London School of Economics and Political Science and a bachelor's degree in Accounting from Hong Kong Baptist University. Mr. Lo is a Fellow of the Hong Kong Institute of Certified Public Accountants, a Chartered Accountant of the Institute of Chartered Accountants in England and Wales (ICAEW) and a CFA Charter holder. He serves on the Hong Kong Committee of ICAEW.

Dr. Senthil Sundaram is our Chief Clinical Officer, and is responsible for overseeing the clinical policies. He led the scientific and clinical development of CircleDNA. In addition, Dr. Sundaram leads the clinical trials of IM8 Daily Essentials and IM8 longevity capsules. Dr. Sundaram is highly recognized for his experience as a physician-scientist, having led numerous genetic research programs in the USA. Dr. Sundaram has discovered genetic mutations and rare genetic variants causing different neurological diseases using cutting edge next-generation sequencing technologies such as whole exome sequencing. Dr. Sundaram's research articles have been published in reputed, high-impact journals such as Neurology, Annals of Neurology, Cerebral Cortex and others. Dr. Sundaram's research works were funded by the National Institute of Health (NIH), USA. Dr. Sundaram also served as a reviewer of different journals and NIH study sections.

Joel Neoh is our Chief Consumer Officer and Managing Director for CircleDNA. He is a serial entrepreneur and technology executive with over 15 years of top-flight leadership and board experience. His experience in consumer technology spans sectors such as fintech, e-commerce, digital media, and health & wellness. Most recently, he was the

founder of Fave, a leading Southeast Asian fintech platform backed by Sequoia Capital and acquired by Pine Labs, a unicorn company. Mr. Neoh has been instrumental in accelerating digital payments and financial services for millions of consumers and merchants. Previously, he was the founder of GroupsMore, which was acquired by Groupon. While at Groupon, he headed up its Asia Pacific business, overseeing more than 2,000 employees. Mr. Neoh's entrepreneurial journey started out by co-founding Says.com, one of Malaysia's largest digital news platforms. He is also a Board Director for the Institute of Corporate Directors Malaysia, promoting excellence in corporate governance. His entrepreneurial success and leadership led to his recognition as Ernst & Young Emerging Entrepreneur of the Year (Malaysia) in 2012, and as a Young Global Leader by the World Economic Forum in 2013.

B. Compensation

Compensation of Directors and Executive Officers

In 2024, we paid an aggregate of US\$2.54 million and US\$5.38 million in cash compensation and benefits in kind to our directors and executive officers as a group, respectively. Our directors and executive officers do not receive pension, retirement or other similar benefits, and we have not set aside or accrued any amount to provide such benefits to our executive officers. Our subsidiary in Hong Kong is required by the applicable local laws and regulations to make contributions to Mandatory Provident Fund.

Employment Agreements and Indemnification Agreements

Each director has entered into a director service agreement with us. The director service agreement provides for an initial term of engagement of one year, with automatic one-year renewals, upon mutual agreement between the parties on the terms and conditions of such renewal, and subject to early termination by either party with or without cause at any time upon a 30-day notice. The director service agreement also includes certain restrictive covenants, which include confidentiality and non-disclosure restrictions, non-competition and non-solicitation restrictions that apply during the term and for certain periods following specified terminations of employment, an inventions assignment provision, and certain rights to indemnification by us.

Each of the executive officers is party to an employment agreement with Prenetics, which is our wholly-owned subsidiary. Under these agreements, the employment of each of executive officers is for a specified time period, and may be terminated for cause, at any time, for certain acts of the executive officer, such as continued failure to satisfactorily perform, willful misconduct or gross negligence in the performance of agreed duties, conviction or entry of a guilty or nolo contendere plea of any felony or any misdemeanor involving moral turpitude, or dishonest act that results in material to our detriment or material of the employment agreement. The employment may also be terminated without cause upon 90 days' advance written notice. The executive officer may resign at any time with a 90-day advance written notice.

The employment agreements with the other executive officers also include confidentiality and nondisclosure restrictions and non-competition and non-solicitation restrictions that apply during employment for certain periods following termination of employment.

We have entered into indemnification agreements with each of our directors. Under these agreements, we have agreed to indemnify our directors against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being our director.

Share Incentive Plans

Prenetics 2021 Plan

In June 2021, Prenetics' board of directors adopted the 2021 Share Incentive Plan of Prenetics, or Prenetics 2021 Plan, which provides for the issuance of up to 14,814,113 shares (equivalent to approximately 987,608 shares after the reverse stock split) pursuant to all awards, including shares underlying the 2014 and 2016 Option Scheme and the 2017 Restricted Share Scheme.

In addition, in connection with the Business Combination, all 17,549,116 RSUs with respect to the ordinary shares of Prenetics, par value \$0.0001 per share ("Prenetics Ordinary Shares") that were outstanding under the Prenetics 2021 Plan at the time of consummation of the Business Combination were replaced with 17,549,116 RSUs with respect to Class A Ordinary Shares (and in the case of Danny Yeung, Class B Ordinary Shares) under the 2022 Plan.

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The 2022 Plan

On May 18, 2022, we adopted the 2022 Share Incentive Plan, or the 2022 Plan, which became effective on the same day. The following summarizes the material terms of the 2022 Plan:

Shares Subject to the Plan. Initially, the maximum number of Ordinary Shares that may be issued under the 2022 Plan is (a) 16,479,399 (consolidated into 1,098,627 due to the 15:1 reverse stock split), which will be increased on the first day of each calendar year beginning in the year immediately following closing of the Business Combination and during the term of the 2022 Plan, in an amount equal to the lesser of (i) three percent (3%) of the total number of shares issued and outstanding on an as-converted fully-diluted basis on the last day of the immediately preceding fiscal year and (ii) such number of shares determined by our board of directors, plus (b) the number of shares reserved for issuance in accordance with an employee share purchase program (the “Employee Share Purchase Program”) to be adopted by a committee consisting of one or more members of our board of directors (the “Committee”) following the consummation of the Business Combination. The maximum number that may be issued subject to RSUs with respect to Prenetics Ordinary Shares (“Prenetics RSUs”) granted pursuant to the Employee Share Purchase Program is 3,295,880 (consolidated into 219,726 due to the 15:1 reverse stock split), which will automatically increase on the first day of each calendar year for a period of not more than ten years from the Acquisition Merger Effective Date, in an amount equal to the lesser of (a) one percent (1%) of our fully-diluted share capital on the last day of the immediately preceding calendar year or (b) such small number determined by the Committee.

If an award terminates, expires, or lapses for any reason without having been exercised or settled in full, the number of shares subject to the award shall again be available for the grant of an award pursuant to the 2022 Plan. If any award is forfeited or repurchased, the shares underlying such award may again be granted or awarded under the 2022 Plan, provided that if an award granted pursuant to the Employee Share Purchase Program terminates, expires, or lapses for any reason without having been settled in full, the shares subject to such award shall only may again be available for the grant of an award pursuant to the Employee Share Purchase Program.

Capitalization Adjustment. In the event there is a specified type of change in our capital structure, such as a dividend, share split, reverse share split, combination or exchange of shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends), appropriate adjustments will be made to (i) the aggregate number and type of shares that may be issued under the 2022 Plan, (ii) the terms and conditions of any outstanding awards (including, without limitation, any applicable performance targets or criteria with respect thereto), (iii) the grant or exercise price per share for any outstanding awards under the 2022 Plan, and (iv) in the case of a spin-off, the additional number and type of shares (including shares in the entities being spun-off) that shall be issued or an appropriate decrease of exercise price in connection with the spin-off.

Types of Awards. The 2022 Plan permits the awards of options, share appreciation rights, restricted shares, RSUs and other awards approved by the plan administrator or the board of directors.

Eligibility. We may grant awards to our employees, directors and consultants and our subsidiaries. However, we may grant options that are intended to qualify as incentive share options only to our employees and our subsidiaries.

Plan Administration. The 2022 Plan shall be administered by a committee of one or more members of our board of directors and/or one or more of our executive officers delegated by our board of directors. The administrator determines the participants to receive awards, when and how awards will be granted, the type of award to be granted, the number of awards to be granted, and the other terms and conditions of each award. The administrator may delegate certain authorities under the 2022 Plan to our Chief Executive Officer.

Award Agreements. Awards granted under the 2022 Plan are evidenced by award agreements that set forth, consistent with the 2022 Plan, the terms, conditions and limitations for each award, the provisions applicable in the event that the grantee’s employment or service terminates, and our authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind the award.

Vesting Schedule. In general, the plan administrator determines the vesting schedule, which is specified in the relevant award agreement.

Conditions of Awards. The administrator determines the provisions, terms and conditions of each award granted under the 2022 Plan, including but not limited to the vesting schedule of the awards.

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Termination. Unless terminated earlier, the 2022 Plan has a term of ten years from the date of its effectiveness. With the approval of our board of directors, the 2022 Plan can be terminated at any time; provided, however, no such termination shall adversely affect in any material way any awards previously granted without the prior written consent of the participant.

As of April 24, 2025, Prenetics RSUs underlying 1,032,298 Class A Ordinary Shares and 165,247 Class B Ordinary Shares were outstanding under the 2022 Plan.

RSU

As of April 24, 2025, there were a total of 725,616 Class A Ordinary Shares and 165,247 Class B Ordinary Shares underlying grants of outstanding RSUs that were held by the directors and executive officers as a group. The following table summarizes, as of April 24, 2025, the number of outstanding ordinary shares underlying outstanding RSUs that we granted to our directors and executive officers.

Name	Number of Ordinary Shares Underlying outstanding RSUs	Date of Grant
Yeung Danny Sheng Wu	111,294	June 30, 2021
	53,953	June 23, 2023
Cheng Yin Pan	*	June 3, 2024
Kathryn Henry	*	June 3, 2024
David Vanderveen	*	July 15, 2024
Chiu Wing Kwan Winnie	*	July 2, 2024
Dr. Tzang Chi Hung Lawrence	304,295	June 23, 2023
Lo Hoi Chun (Stephen)	33,494	June 30, 2022
	132,491	June 23, 2023
	16,629	June 3, 2024
Dr. Senthil Sundaram	*	June 30, 2022
	*	June 23, 2023
Joel Neoh	52,594	June 30, 2023
	91,629	June 3, 2024

Note:

* Less than 1% of the outstanding ordinary shares underlying RSUs on an as-converted basis outstanding as of April 24, 2025.

C. Board Practices

Board of Directors

Our board of directors consists of five directors as of the date of this annual report. Of these five directors, three are independent. The Articles provide that the minimum number of directors shall be two and the exact number of directors shall be determined from time to time by our board of directors. A director is not required to hold any shares in us by way of qualification. A director may vote in respect of any contract or proposed contract or arrangement in which such director may be interested provided that (a) the nature of his/her interest is declared at a meeting of the directors, either specifically or by way of a general notice, and such director's vote may be counted in the quorum at any meeting of directors at which any such contract or proposed contract or arrangement is considered, and (b) if such contract or arrangement is a transaction with a related party, such transaction has been approved by the audit committee. The directors may exercise all our powers to borrow money, mortgage its undertaking, property and uncalled capital, and issue debentures or other securities whenever money is borrowed or as security for any obligation of us or of any third party. No non-employee director has a service contract with us that provides for benefits upon termination of service.

Board Committees

Our board of directors has an audit committee, a compensation committee and a nominating and corporate governance committee. Each committee's members and functions are described below.

Audit Committee

The audit committee consists of Cheng Yin Pan (Ben) and Chiu Wing Kwan Winnie. Ms. Cheng is the chairperson of the audit committee. Mr. Cheng satisfies the criteria of an audit committee financial expert as set forth under the applicable rules of the SEC. Our board of directors has determined that each of Mr. Cheng and Ms. Chiu satisfies the requirements for an "independent director" within the meaning of the NASDAQ listing rules and the criteria for independence set forth in Rule 10A-3 of the Exchange Act.

The audit committee oversees our accounting and financial reporting processes. The audit committee is responsible for, among other things:

- appointing the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;
- reviewing with the independent auditors any audit problems or difficulties and management's response;
- discussing the annual audited financial statements with management and the independent auditors;
- reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposures;
- reviewing and approving all proposed related party transactions;
- meeting separately and periodically with management and the independent auditors;
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

Compensation Committee

The compensation committee consists of Chiu Wing Kwan Winnie and Cheng Yin Pan (Ben). Mr. Cheng is the chairperson of the compensation committee. Our board of directors has determined that each of Mr. Cheng and Ms. Chiu satisfies the requirements for an "independent director" within the meaning of the NASDAQ listing rules.

The compensation committee is responsible for, among other things:

- reviewing and approving, or recommending to the board for its approval, the compensation for our chief executive officer and other executive officers;
- reviewing and recommending to the board for determination with respect to the compensation of our non-employee directors;
- reviewing periodically and approving any incentive compensation or equity plans, programs or similar arrangements; and
- the selection of compensation consultant, legal counsel or other adviser only after taking into consideration all factors relevant to that person's independence from management.

Nominating and Corporate Governance Committee

The nominating and corporate governance committee consists of Cheng Yin Pan (Ben), Chiu Wing Kwan Winnie and Danny Yeung. Mr. Yeung is the chairperson of the nominating and corporate governance committee. Our board of directors has determined that each of Mr. Cheng and Ms. Chiu satisfies the requirements for an "independent director" within the meaning of the NASDAQ listing rules.

The nominating and corporate governance committee is responsible for, among other things:

- selecting and recommending to the board of directors nominees for election by the shareholders or appointment by the board of directors;

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- reviewing annually with the board of directors the current composition of the board of directors with regard to characteristics such as independence, knowledge, skills, experience and diversity;
- making recommendations on the frequency and structure of our board of directors meetings and monitoring the functioning of the committees of our board of directors; and
- advising our board of directors periodically with regard to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to our board of directors on all matters of corporate governance and on any remedial action to be taken.

Duties of Directors

Under the laws of the Cayman Islands, directors have a fiduciary duty to act honestly in good faith with a view to the company's best interests. Our directors also have a duty to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. We have the right to seek damages if a duty owed by our directors is breached. In limited exceptional circumstances, a shareholder may have the right to seek damages in the company's name if a duty owed by the directors is breached.

Appointment and Removal of Directors

The Articles provide that all directors may be appointed by ordinary resolution and removed by ordinary resolution. The Articles also provide that the directors may, so long as a quorum of directors remains in office, appoint any person to be a director so as to fill a casual vacancy or as an addition to the existing board of director. Our directors do not serve for a fixed term and there is no requirement for them to retire by rotation nor to make themselves eligible for re-election.

The office of a director shall be vacated if (a) such director resigns their office by notice in writing signed by such director and left at our registered office; (b) such director becomes bankrupt or makes any arrangement or composition with such director's creditors generally; (c) such director dies or is found to be or becomes of unsound mind; (d) such director ceases to be a director by virtue of, or becomes prohibited from being a director by reason of, an order made under any provisions of any law or enactment; (e) such director is removed from office by notice addressed to such director at their last known address and signed by all of the co-directors (not being less than two in number); or (f) such director is removed from office by ordinary resolution.

Terms of Directors

A director shall hold office until such time as he or she resigns his office by notice in writing to us, is removed from office by ordinary resolution or is otherwise disqualified from acting as a director or removed in accordance with the Articles.

D. Employees

As of December 31, 2024, we had approximately 285 full-time employees and operated across six locations, including the U.K., Hong Kong, the U.S., Taiwan, Malaysia and Singapore. Our employees are primarily located in Hong Kong and Taiwan. The following table sets forth the number of our employees categorized by function and geographic region as of the date of this annual report:

Function:	As of December 31, 2024
General and administrative	101
Operations	72
Research and development	27
Sales and marketing	85
Total	285

Geographic Region:	As of December 31, 2024
Hong Kong	60
Taiwan	145
The U.S.	5
Others	75
Total	285

We believe we generally have good relationships with our employees. Our human capital resources objectives include, as applicable, identifying, recruiting, retaining, incentivizing and integrating our existing and new employees, advisors and consultants. The principal purposes of our equity and cash incentive plans are to attract, retain and reward personnel through the granting of stock-based and cash-based compensation awards, in order to increase stockholder value and the success of our company by motivating such individuals to perform to the best of their abilities and achieve our objectives.

E. Share Ownership

The following table sets forth information regarding the beneficial ownership of our ordinary shares as of April 24, 2025 by:

- each person known by us to be the beneficial owner of more than 5% of the outstanding ordinary shares;
- each of our directors and executive officers; and
- all our directors and executive officers as a group.

Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to, or the power to receive the economic benefit of ownership of, the securities. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares that the person has the right to acquire within 60 days are included, including through the exercise of any option, warrants or other right or the conversion of any other security. However, these shares are not included in the computation of the percentage ownership of any other person. Each holder of Class A Ordinary Shares is entitled to one vote per share and each holder of Class B Ordinary Shares is entitled to twenty (20) votes per share.

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The percentage of our ordinary shares beneficially owned is computed on the basis of 11,453,009 Class A Ordinary Shares and 1,580,972 Class B Ordinary Shares issued and outstanding as of April 24, 2025.

	Ordinary Shares Beneficially Owned				
	Class A Ordinary Shares	Class B Ordinary Shares	Total Ordinary Shares	% of Total Ordinary Shares	% of Voting Power ⁽²⁾
Directors and Executive Officers⁽¹⁾					
Yeung Danny Sheng Wu ⁽³⁾	—	1,580,972	1,580,972	12.13 %	73.41 %
Cheng Yin Pan (Ben) ⁽⁴⁾	*	—	*	*	*
David Vanderveen	—	—	—	—	—
Kathryn Henry	—	—	—	—	—
Chiu Wing Kwan Winnie ⁽⁵⁾	*	—	*	*	*
Dr. Tzang Chi Hung Lawrence ⁽⁶⁾	537,102	—	537,102	4.12 %	1.25 %
Lo Hoi Chun (Stephen)	162,624	—	162,624	1.25 %	*
Dr. Senthil Sundaram	*	—	*	*	*
Joel Neoh	*	—	*	*	*
All Directors and Executive Officers as a Group	889,780	1,580,972	2,470,752	18.96 %	75.48 %
Principal Shareholders					
Lo Yuk Ming Dennis ⁽⁷⁾	962,963	—	962,963	7.39 %	2.24 %
Prudential Hong Kong Limited ⁽⁸⁾	427,963	—	427,963	3.28 %	*
Yeung Danny Sheng Wu ⁽³⁾	—	1,580,972	1,580,972	12.13 %	73.41 %
Genetel Bioventures Limited ⁽⁹⁾	613,786	—	613,786	4.71 %	1.43 %

* Less than 1% of the total number of outstanding ordinary shares

- (1) The business address for the directors and executive officers of the Company is Unit 703-706, K11 Atelier King's Road, 728 King's Road, Quarry Bay, Hong Kong.
- (2) For each person or group included in this column, percentage of total voting power represents voting power based on both Class A Ordinary Shares and Class B Ordinary Shares held by such person or group with respect to all outstanding Ordinary Shares as a single class. Each holder of Class A Ordinary Shares is entitled to one vote per share. Each holder of Class B Ordinary Shares is entitled to twenty (20) votes per share. Class B Ordinary Shares are convertible at any time by the holder into Class A Ordinary Shares on a one-for-one basis, while Class A Ordinary Shares are not convertible into Class B Ordinary Shares under any circumstances.
- (3) Represents 647,592 Class B Ordinary Shares held by Da Yeung Limited, a British Virgin Islands company and 933,380 Class B Ordinary Shares held by Yeung Danny Sheng Wu. Da Yeung Limited is wholly owned by Yeung Danny Sheng Wu. The registered address of Da Yeung Limited is Coastal Building, Wickham's Cay II, P. O. Box 2221, Road Town, Tortola, VG 1110, British Virgin Islands.
- (4) Represents Class A Ordinary Shares held by M13 Capital Management Holdings Limited, a British Virgin Islands company. M13 Capital Management Holdings Limited is wholly owned by Cheng Yin Pan. The registered address of M13 Capital Management Holdings Limited is Portcullis Chambers, 4th Floor, Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, VG1110, British Virgin Islands.
- (5) Represents Class A Ordinary Shares held by Lucky Rider Investments Limited, a British Virgin Islands company. Lucky Rider Investments Limited is wholly owned by Chiu Wing Kwan Winnie. The registered address of Lucky Rider Investments Limited is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.
- (6) Represents 256,048 Class A Ordinary Shares held by For Excelsiors Limited, a British Virgin Islands company, and 281,054 Class A Ordinary Shares held by Tzang Chi Hung Lawrence. For Excelsiors Limited is wholly owned by Tzang Chi Hung Lawrence. The registered address of For Excelsiors Limited is Coastal Building, Wickham's Cay II, P.O. Box 2221, Road Town, Tortola, VG 1110, British Virgin Islands.
- (7) Based on the most recently available Schedule 13D filed by Lo Yuk Ming Dennis on August 7, 2023.
- (8) The number of the Class A Ordinary Shares is as reported in a Schedule 13G/A filed by Eastspring Investments (Singapore) Limited on November 7, 2024. Prudential Hong Kong Limited's shareholding has been reduced from

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- 5.61%, as discussed in a Schedule 13G/A filed by Eastspring Investments (Singapore) Limited on February 5, 2024, to 3.28% as disclosed herein.
- (9) Based on the most recently available Schedule 13G jointly filed by Genetel Bioventures Limited and Michael Yang Mengsu on November 14, 2024.

F. Disclosure of A Registrant’s Action to Recover Erroneously Awarded Compensation

Not applicable.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

Please refer to “Item 6. Directors, Senior Management and Employees—E. Share Ownership.”

B. Related Party Transactions

Business Combination

Related party transactions entered into in connection with our business combination in 2022, including the issuance of Class B founder shares and sponsor-related arrangements, are described in our Form 20-F for the year ended December 31, 2024, and are incorporated herein by reference. There have been no material changes to those arrangements as of the date of this Annual Report.

Employment Agreements and Indemnification Agreements

See “Item 6. Directors, Senior Management and Employees — B. Compensation.”

Share Incentive Plans

See “Item 6. Directors, Senior Management and Employees — B. Compensation — Share Incentive Plans.”

Other Related Party Transactions

Not applicable.

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

We have appended consolidated financial statements filed as part of this annual report.

Legal Proceedings

From time to time, we may be subject to litigation and/or other claims incidental to our ordinary course of business. There are currently no claims or actions pending against us, that, in the view of our management, are likely to have a material adverse effect on our business.

Litigation or any other legal or administrative proceeding, regardless of the outcome, is likely to result in substantial costs and diversion of our resources, including our management’s time and attention. For potential impact of legal or administrative proceedings on us, see “Item 3. Key Information — D. Risk Factors — Risks Relating to Intellectual Property and Legal Proceedings — We may be subject to legal proceedings and litigation, which are costly to defend, and adverse publicity about any investigation, litigation, regulatory or legal action against us or our senior management could harm our reputation and business.”

Dividend Policy

We have not declared or paid any cash dividend on our Class A Ordinary Shares as of the date of this annual report. We currently intend to retain any future earnings and do not expect to pay any dividends in the foreseeable future. Any further determination to pay dividends on our ordinary shares would be at the discretion of our board of directors, subject to applicable laws, and would depend on our financial condition, results of operations, capital requirements, general business conditions, and other factors that our board of directors may deem relevant.

B. Significant Changes

Except as disclosed elsewhere in this annual report, we have not experienced any significant changes since the date of our audited consolidated financial statements included in this annual report.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

See “— C. Markets.”

B. Plan of Distribution

Not applicable.

C. Markets

Our Class A Ordinary Shares and Warrants are listed on NASDAQ under the symbols “PRE” and “PRENW,” respectively.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

We incorporate by reference into this annual report the description of our amended and restated memorandum and articles of association contained in the section titled “Description of Share Capital” of our F-1 registration statement (File No. 333-265284), as amended, initially filed with the SEC on May 27, 2022.

C. Material Contracts

Other than contracts entered into in the ordinary course of business, and other than those described in “Item 3. Risk Factors — Risks Relating to Our Business and Industry,” “Item 4. Information on the Company,” “Item 5. Operating and Financial Review and Prospects,” “Item 7. Major Shareholders and Related Party Transactions — B. Related Party

Transactions,” or described elsewhere in this annual report, the following contract summarized below are the material contracts that the Company has been a party to for the two years preceding the publication of this Annual Report.

Insighta Share Sale Agreement and Share Subscription Agreement

On June 26, 2023, we entered into definitive transaction documents to establish a joint venture between Prenetics, Professor Dennis Lo, and others, named Insighta on June 25, 2023. The definitive agreements consisted of a share subscription agreement among Insighta Holdings Limited and Prenetics Global Limited, and a share sale agreement among Prenetics Global Limited, Professor Dennis Lo, and others. Pursuant to the definitive agreements, Prenetics received a 50% equity stake in Insighta for a total consideration of US\$100 million, which comprised of US\$80 million cash consideration, and a US\$20 million share consideration consisting of 22,222,222 newly issued Class A Ordinary Shares issued at an issue price of US\$0.90 per Class A Ordinary Share (equivalent to 1,481,482 shares at a price of US\$13.5 after the reverse stock split).

Registration Rights Agreement

In connection with the Insighta Share Sale Agreement, we entered into a Registration Rights Agreement with Professor Dennis Lo and AC-Tech Investment Limited on July 20, 2023, pursuant to which, among other things, the Company agreed to undertake certain resale shelf registration obligations in accordance with the Securities Act and granted Professor Dennis Lo and AC-Tech Investment Limited customary demand and piggyback registration rights.

MZHCI, LLC. Share Issuance

On April 25, 2024, we entered into an investor relations consulting agreement with MZHCI, LLC., pursuant to which MZHCI provides investor relations services to the company for a period of nine months, unless extended or terminated.

Acquisition of Europa Group

On May 23, 2024, we entered into a Unit Purchase Agreement with ACM Europa VII-C LLC, AFI Partners Fund IV, and AFI Partners LLC (collectively, the "Sellers") to acquire Europa Partners Holdings, LLC, including its subsidiaries Europa Sports Partners, LLC and Hubmatrix Partners, LLC (collectively, "Europa Group"). We acquired 100% of the membership interests in Europa Group, a leading distributor of sports nutrition and health products in the U.S., for a nominal cash consideration of \$10, aligning with our strategic expansion into the U.S. health and wellness market.

In relation to the acquisition, we also issued a \$9 million Secured Revolving Promissory Note to Europa to support the Europa Group's working capital needs, paid off \$1.45 million under a reduced loan settlement with Rosenthal & Rosenthal, Inc., and assumed some other operational liabilities. As part of the acquisition, we restructured operations to integrate Europa Group's brick-and-mortar and e-commerce distribution platforms, supporting the launch of our consumer health brand, IM8.

Establishment of IM8 Business

On June 13, 2024, Mr. David Beckham, through DB Ventures Limited, entered into a share subscription agreement with Prenetics, to subscribe for 3% of Class A Ordinary Shares of Prenetics on a fully diluted basis.

Tencent's \$30 Million Investment in Insighta

On October 14, 2024, Prenetics entered into a Share Purchase Agreement with Tencent Holdings Limited ("Tencent") and Insighta. Pursuant to this agreement, Tencent invested \$30 million in Insighta, acquiring a 15% equity interest from us. Consequently, our ownership in Insighta decreased from 50% to 35%, while Insighta's co-founders retained their 50% stake. As part of the transaction, we received \$30 million in cash from the sale of secondary shares to Tencent. Additionally, Tencent appointed Alexander Ng, President of Tencent Healthcare, to the seat on Insighta's board.

D. Exchange Controls

There are no governmental laws, decrees, regulations or other legislation in the Cayman Islands that may affect the import or export of capital, including the availability of cash and cash equivalents for use by the Company, or that may affect the remittance of dividends, interest, or other payments by the Company to non-resident holders of its ordinary shares.

E. Taxation

U.S. Federal Income Tax Considerations to U.S. Holders

General

The following is a general discussion of the material U.S. federal income tax consequences to U.S. Holders (as defined below) of the acquisition, ownership and disposition of our securities. No ruling has been requested or will be obtained from the IRS regarding the U.S. federal income tax consequences of the acquisition, ownership and disposition of our securities; thus, there can be no assurance that the IRS will not challenge the U.S. federal income tax treatment described below or that, if challenged, such treatment will be sustained by a court.

This summary is limited to U.S. federal income tax considerations relevant to U.S. Holders that hold our securities as “capital assets” within the meaning of section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”) (generally, property held for investment). This discussion does not address all aspects of U.S. federal income taxation that may be important to holders in light of their individual circumstances, including holders subject to special treatment under the U.S. tax laws, such as, for example:

- our officers or directors;
- banks, financial institutions or financial services entities;
- broker-dealers;
- taxpayers that are subject to the mark-to-market accounting rules;
- tax-exempt entities;
- S-corporations, partnerships and other pass-through entities or arrangements;
- governments or agencies or instrumentalities thereof;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- expatriates or former long-term residents of the United States;
- persons that actually or constructively own five percent or more of our shares by vote or value;
- persons that acquired our securities pursuant to an exercise of employee share options, in connection with employee share incentive plans or otherwise as compensation or in connection with services;
- persons subject to the alternative minimum tax or the base erosion and anti-abuse tax;
- persons that hold our securities as part of a straddle, constructive sale, hedging, conversion or other integrated or similar transaction; or
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar.

As used in this annual report, the term “U.S. Holder” means a beneficial owner of our securities that is for U.S. federal income tax purposes:

- an individual citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) that is created or organized (or treated as created or organized) in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if (A) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (B) it has in effect under applicable U.S. Treasury regulations a valid election to be treated as a U.S. person.

Moreover, the discussion below is based upon the provisions of the Code, the Treasury regulations promulgated thereunder and administrative and judicial interpretations thereof, all as of the date hereof. Those authorities may be repealed, revoked, modified or subject to differing interpretations, possibly on a retroactive basis, so as to result in U.S.

federal income tax consequences different from those discussed below. Furthermore, this discussion does not address any aspect of U.S. federal non-income tax laws, such as gift, estate or Medicare contribution tax laws, or state, local or non-U.S. tax laws.

This discussion does not consider the tax treatment of partnerships or other pass-through entities or persons who hold our securities through such entities. If a partnership (or other entity or arrangement classified as a partnership for U.S. federal income tax purposes) is the beneficial owner of our securities, the U.S. federal income tax treatment of the partnership or a partner in the partnership will generally depend on the status of the partner and the activities of the partner and the partnership. If you are a partnership or a partner of a partnership holding our securities, we urge you to consult your own tax advisor.

This summary does not purport to be a comprehensive analysis or description of all potential U.S. federal income tax consequences of acquiring, owning and disposing of our securities. Holders of our securities should consult with their tax advisors regarding the particular tax consequences to them of the acquisition, ownership and disposition of our securities, including the applicability and effects of U.S. federal, state, local, and other tax laws.

Taxation of Distributions

We do not anticipate paying any cash distributions on our Class A Ordinary Shares in the foreseeable future. However, subject to the possible applicability of the PFIC rules discussed below under “Passive Foreign Investment Company Status,” if we do make a distribution of cash or other property on our Class A Ordinary Shares, a U.S. Holder will generally be required to include in gross income as a dividend the amount of any distribution paid on our Class A Ordinary Shares to the extent the distribution is paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Such dividends paid by us will be taxable to a corporate U.S. Holder at regular rates. Subject to the PFIC rules described below, distributions in excess of such earnings and profits will generally be applied against and reduce the U.S. Holder’s basis in our Class A Ordinary Shares (but not below zero) and, to the extent in excess of such basis, will generally be treated as capital gain from the sale or exchange of such ordinary shares (see “— Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Class A Ordinary Shares and Warrants” below). We do not intend to provide calculations of our earnings and profits under U.S. federal income tax principles. A U.S. Holder should expect all cash distributions to be reported as dividends for U.S. federal income tax purposes. Any dividend will generally not be eligible for the dividends received deduction allowed to corporations in respect of dividends received from U.S. corporations.

With respect to non-corporate U.S. Holders, under tax laws currently in effect and subject to certain exceptions, dividends will generally be taxed at the lower applicable long-term capital gains rate (see “— Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Class A Ordinary Shares and Warrants” below) provided that our Class A Ordinary Shares are readily tradable on an established securities market in the United States, and we are not treated as a PFIC in the year the dividend is paid or in the preceding year and certain holding period and other requirements are met. U.S. Treasury Department guidance indicates that shares listed on NASDAQ (on which the Class A Ordinary Shares are listed) will be considered readily tradable on an established securities market in the United States. Even if the Class A Ordinary Shares are listed on NASDAQ, there can be no assurance that our Class A Ordinary Shares will be considered readily tradable on an established securities market in future years. U.S. Holders should consult their tax advisors regarding the availability of such lower rate for any dividends paid with respect to Class A Ordinary Shares.

Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Class A Ordinary Shares and Warrants

Subject to the PFIC rules described below under “Passive Foreign Investment Company Status,” a U.S. Holder will generally recognize capital gain or loss on the sale or other taxable disposition of our Class A Ordinary Shares or Warrants in an amount equal to the difference between the amount realized on the disposition and such U.S. Holder’s adjusted tax basis in such Class A Ordinary Shares or Warrants. A U.S. Holder’s adjusted tax basis in its Class A Ordinary Shares or Warrants will generally equal the U.S. Holder’s acquisition cost reduced by any prior distributions treated as a return of capital. Please see “— Exercise, Lapse or Redemption of a Warrant” below for a discussion regarding a U.S. Holder’s basis in a Class A Ordinary Share acquired pursuant to the exercise of a Warrant.

Any such capital gain or loss generally will be long-term capital gain or loss if the U.S. Holder’s holding period for such Class A Ordinary Shares or Warrants exceeds one year. Long-term capital gain realized by a non-corporate U.S. Holder is currently eligible to be taxed at reduced rates. The deduction of capital losses is subject to certain limitations.

Exercise, Lapse or Redemption of a Warrant

Subject to the PFIC rules described below under “Passive Foreign Investment Company Status” and except as discussed below with respect to the cashless exercise of a Warrant, a U.S. Holder will generally not recognize gain or loss upon the acquisition of a Class A Ordinary Share on the exercise of a Warrant for cash. A U.S. Holder’s tax basis in a Class A Ordinary Share received upon exercise of the Warrant will generally be an amount equal to the sum of the U.S. Holder’s tax basis in the Warrant exchanged therefor and the exercise price. The U.S. Holder’s holding period for a Class A Ordinary Share received upon exercise of the Warrant will begin on the date following the date of exercise (or possibly the date of exercise) of the Warrant and will not include the period during which the U.S. Holder held the Warrant. If a Warrant is allowed to lapse unexercised, a U.S. Holder will generally recognize a capital loss equal to such holder’s tax basis in the Warrant.

The tax consequences of a cashless exercise of a Warrant are not clear under current U.S. federal income tax law. Subject to the PFIC rules discussed below, a cashless exercise may be tax-free, either because the exercise is not a realization event or because the exercise is treated as a “recapitalization” for U.S. federal income tax purposes. Although we expect a U.S. Holder’s cashless exercise of our Warrants (including after we provide notice of our intent to redeem warrants for cash) to be treated as a recapitalization, a cashless exercise could alternatively be treated as a taxable exchange in which gain or loss would be recognized.

In either tax-free situation, a U.S. Holder’s tax basis in the Class A Ordinary Shares received would generally equal the U.S. Holder’s tax basis in the Warrants exercised therefor. If the cashless exercise is not treated as a realization event, it is unclear whether a U.S. Holder’s holding period for the Class A Ordinary Share will commence on the date of exercise of the Warrant or the day following the date of exercise of the Warrant. If the cashless exercise is treated as a recapitalization, the holding period of the Class A Ordinary Shares would include the holding period of the Warrants exercised therefor.

It is also possible that a cashless exercise may be treated in part as a taxable exchange in which gain or loss would be recognized. In such event, a U.S. Holder could be deemed to have surrendered Warrants with an aggregate fair market value equal to the exercise price for the total number of Warrants to be exercised. Subject to the PFIC rules discussed below, the U.S. Holder would recognize capital gain or loss in an amount equal to the difference between the fair market value of the warrants deemed surrendered and the U.S. Holder’s adjusted tax basis in such Warrants. In this case, a U.S. Holder’s tax basis in the Class A Ordinary Shares received would equal the U.S. Holder’s tax basis in the Warrants exercised plus the exercise price of such warrants. It is unclear whether a U.S. Holder’s holding period for the Class A Ordinary Shares would commence on the date of exercise of the warrant or the day following the date of exercise of the Warrants.

Due to the absence of authority on the U.S. federal income tax treatment of a cashless exercise, there can be no assurance which, if any, of the alternative tax consequences and holding periods described above would be adopted by the IRS or a court of law. Accordingly, a U.S. Holder should consult its tax advisor regarding the tax consequences of a cashless exercise.

Subject to the PFIC rules described below, if we redeem Warrants for cash or purchases Warrants in an open market transaction, such redemption or purchase will generally be treated as a taxable disposition to the U.S. Holder, taxed as described above under “— Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Class A Ordinary Shares and Warrants.”

Possible Constructive Distributions

The terms of each Warrant provide for an adjustment to the number of Class A Ordinary Shares for which the Warrant may be exercised or to the exercise price of the warrant in certain events, as discussed in the section titled “Description of Warrants” in Exhibit 2.5 to this annual report. An adjustment which has the effect of preventing dilution generally is not taxable. The U.S. Holders of the Warrants would, however, be treated as receiving a constructive distribution from us if, for example, the adjustment increases such U.S. Holders’ proportionate interests in our assets or earnings and profits (e.g. through an increase in the number of Class A Ordinary Shares that would be obtained upon exercise or through a decrease to the exercise price of a Warrant) as a result of a distribution of cash or other property to the holders of Class A Ordinary Shares which is taxable to the U.S. Holders of such Class A Ordinary Shares as described under “— Taxation of Distributions” above. Such constructive distribution would be subject to tax as described under that section in the same manner as if the U.S. Holders of the warrants received a cash distribution from us equal to the fair market value of such increased interest.

Passive Foreign Investment Company Status

The treatment of U.S. Holders of our Class A Ordinary Shares and Warrants could be materially different from that described above if we are or were treated as a passive foreign investment company (“PFIC”) for U.S. federal income tax purposes.

A non-U.S. corporation will be classified as a PFIC for U.S. federal income tax purposes if either (i) at least 75% of its gross income in a taxable year, including its pro rata share of the gross income of any corporation in which it is considered to own at least 25% of the shares by value, is passive income or (ii) at least 50% of its assets in a taxable year (ordinarily determined based on fair market value and averaged quarterly over the year), including its pro rata share of the assets of any corporation in which it is considered to own at least 25% of the shares by value, are held for the production of, or produce, passive income. Passive income generally includes dividends, interest, rents and royalties (other than rents or royalties derived from the active conduct of a trade or business) and gains from the disposition of passive assets.

Based on our composition of assets and market capitalization (which is subject to fluctuation), we believe that we were not a PFIC for the taxable year ended December 31, 2024. There can be no assurance regarding our PFIC status for the current taxable year or foreseeable future taxable years, however, because our PFIC status is a factual determination made annually that will depend, in part, upon the composition of our income and assets. The value of our assets for purposes of the asset test, including the value of our goodwill and unbooked intangibles, may be determined in part by reference to the market price of our ordinary shares from time to time (which may be volatile). Because we will generally take into account our current market capitalization in estimating the value of our goodwill and other unbooked intangibles, our PFIC status for the current taxable year and foreseeable future taxable years may be affected by our market capitalization. Recent fluctuations in our market capitalization create a material risk that we may be classified as a PFIC for the current taxable year and foreseeable future taxable years. In addition, the composition of our income and assets will be affected by how, and how quickly, we spend our liquid assets. Under circumstances in which our revenue from activities that produce passive income significantly increases relative to our revenue from activities that produce non-passive income, or in which we determine not to deploy significant amounts of cash for active purposes, our risk of becoming classified as a PFIC may substantially increase.

Because there are uncertainties in the application of the relevant rules, it is possible that the Internal Revenue Service (the “IRS”) may challenge our classification of certain income or assets as non-passive, or our valuation of our goodwill and other unbooked intangibles, each of which could cause us to become classified as a PFIC for the current or subsequent taxable years. If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our Class A Ordinary Shares or Warrants, the PFIC rules discussed below will generally apply to such U.S. Holder for such taxable year, and unless the U.S. Holder makes certain elections, will apply in future taxable years even if we cease to be a PFIC.

If we are determined to be a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U.S. Holder of Class A Ordinary Shares or Warrants and, in the case of Class A Ordinary Shares, the U.S. Holder did not make an applicable purging election or a mark-to-market election, such U.S. Holder would generally be subject to special and adverse rules with respect to (i) any gain recognized by the U.S. Holder on the sale or other disposition of its Class A Ordinary Shares or Warrants and (ii) any “excess distribution” made to the U.S. Holder (generally, any distributions to such U.S. Holder during a taxable year of the U.S. Holder that are greater than 125% of the average annual distributions received by such U.S. Holder in respect of the Class A Ordinary Shares during the three preceding taxable years of such U.S. Holder or, if shorter, such U.S. Holder’s holding period for the Class A Ordinary Shares).

Under these rules:

- the U.S. Holder’s gain or excess distribution will be allocated ratably over the U.S. Holder’s holding period for the Class A Ordinary Shares or Warrants;
- the amount allocated to the U.S. Holder’s taxable year in which the U.S. Holder recognized the gain or received the excess distribution, or to the period in the U.S. Holder’s holding period before the first day of our first taxable year in which we were a PFIC, will be taxed as ordinary income;
- the amount allocated to other taxable years (or portions thereof) of the U.S. Holder and included in its holding period will be taxed at the highest tax rate in effect for that year and applicable to the U.S. Holder; and
- an additional tax equal to the interest charge generally applicable to underpayments of tax will be imposed on the U.S. Holder with respect to the tax attributable to each such other taxable year of the U.S. Holder.

If we are a PFIC and, at any time, have a non-U.S. subsidiary that is classified as a PFIC, a U.S. Holder would generally be deemed to own a portion of the shares of such lower-tier PFIC, and generally could incur liability for the deferred tax and interest charge described above if we (or our subsidiary) receive a distribution from, or dispose of all or part of the interest in, the lower-tier PFIC or the U.S. Holders otherwise were deemed to have disposed of an interest in the lower-tier PFIC. U.S. Holders are urged to consult their tax advisors regarding the tax issues raised by lower-tier PFICs.

QEF Election, Market-Market Election and Purging Election

In general, a U.S. Holder may avoid the adverse PFIC tax consequences described above in respect of such U.S. Holder's Class A Ordinary Shares (but not Warrants) by making and maintaining a timely and valid QEF election (if eligible to do so) to include in income its pro rata share of our net capital gains (as long-term capital gain) and other earnings and profits (as ordinary income), on a current basis, in each case whether or not distributed, in the taxable year of the U.S. Holder in which or with which our taxable year ends.

A U.S. Holder may not make a QEF election with respect to its Warrants. As a result, if a U.S. Holder sells or otherwise disposes of such Warrants (other than upon exercise of such Warrants for cash) and we were a PFIC at any time during the U.S. Holder's holding period of such Warrants, any gain recognized will generally be treated as an excess distribution, taxed as described above. If a U.S. Holder that exercises such Warrants properly makes and maintains a QEF election with respect to the newly acquired Class A Ordinary Shares (or has previously made a QEF election with respect to Class A Ordinary Shares), the QEF election will apply to the newly acquired Class A Ordinary Shares. Notwithstanding such QEF election, the adverse tax consequences relating to PFIC shares, adjusted to take into account the current income inclusions resulting from the QEF election, will continue to apply with respect to such newly acquired Class A Ordinary Shares (which will generally be deemed to have a holding period for purposes of the PFIC rules that includes the period the U.S. Holder held the Warrants), unless the U.S. Holder makes a purging election under the PFIC rules.

Under one type of purging election, the U.S. Holder will be deemed to have sold such shares at their fair market value and any gain recognized on such deemed sale will be treated as an excess distribution, as described above. Under another type of purging election, we will be deemed to have made a distribution to the U.S. Holder of such U.S. Holder's pro rata share of our earnings and profits as determined for U.S. federal income tax purposes. In order for the U.S. Holder to make the second election, we must also be determined to be a "controlled foreign corporation" as defined by the Code (which is not currently expected to be the case). As a result of either purging election, the U.S. Holder will have a new basis and holding period in the Class A Ordinary Share acquired upon the exercise of the warrants solely for purposes of the PFIC rules.

The QEF election is made on a shareholder-by-shareholder basis and, once made, can be revoked only with the consent of the IRS. A U.S. Holder generally makes a QEF election by attaching a completed IRS Form 8621 (Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund), including the information provided in a PFIC Annual Information Statement, to a timely filed U.S. federal income tax return for the tax year to which the election relates. Retroactive QEF elections generally may be made only by filing a protective statement with such return and if certain other conditions are met or with the consent of the IRS. U.S. Holders are urged to consult their tax advisors regarding the availability and tax consequences of a retroactive QEF election under their particular circumstances.

In order to comply with the requirements of a QEF election, a U.S. Holder must receive a PFIC Annual Information Statement from us. We have not determined whether we will provide U.S. Holders this information if we determine that we are or will become a PFIC.

Alternatively, if we are a PFIC and the Class A Ordinary Shares constitute "marketable stock," a U.S. Holder may avoid the adverse PFIC tax consequences discussed above if such U.S. Holder, at the close of the first taxable year in which it holds (or is deemed to hold) the Class A Ordinary Shares, makes a mark-to-market election with respect to such shares for such taxable year. Such U.S. Holder will generally include for each of its taxable years as ordinary income the excess, if any, of the fair market value of its Class A Ordinary Shares at the end of such year over its adjusted basis in its Class A Ordinary Shares. The U.S. Holder also will recognize an ordinary loss in respect of the excess, if any, of its adjusted basis of its Class A Ordinary Shares over the fair market value of its Class A Ordinary Shares at the end of its taxable year (but only to the extent of the net amount of previously included income as a result of the mark-to-market election). The U.S. Holder's basis in its Class A Ordinary Shares will be adjusted to reflect any such income or loss amounts, and any further gain recognized on a sale or other taxable disposition of its Class A Ordinary Shares will be treated as ordinary income. Currently, a mark-to-market election may not be made with respect to Warrants.

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The mark-to-market election is available only for “marketable stock,” generally, stock that is regularly traded on a national securities exchange that is registered with the SEC, including NASDAQ (on which the Class A Ordinary Shares are listed), or on a foreign exchange or market that the IRS determines has rules sufficient to ensure that the market price represents a legitimate and sound fair market value. Moreover, a mark-to-market election made with respect to Class A Ordinary Shares would not apply to a U.S. Holder’s indirect interest in any lower tier PFICs in which we own shares. U.S. Holders should consult their tax advisors regarding the availability and tax consequences of a mark-to-market election with respect to the Class A Ordinary Shares under their particular circumstances.

A U.S. Holder that owns (or is deemed to own) shares in a PFIC during any taxable year of the U.S. Holder may have to file an IRS Form 8621 and such other information as may be required by the U.S. Treasury Department. Failure to do so, if required, will extend the statute of limitations until such required information is furnished to the IRS.

The rules dealing with PFICs are very complex and are affected by various factors in addition to those described above. Accordingly, U.S. Holders of the Class A Ordinary Shares and Warrants should consult their tax advisors concerning the application of the PFIC rules to our securities under their particular circumstances.

Cayman Islands Tax Considerations

Prospective investors should consult their professional advisers on the possible tax consequences of buying, holding or selling shares under the laws of their country of citizenship, residence or domicile.

The following is a discussion on certain Cayman Islands income tax consequences of an investment in the our securities. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider any investor’s particular circumstances, and does not consider tax consequences other than those arising under Cayman Islands law.

Under Existing Cayman Islands Laws:

Payments of dividends and capital in respect of our securities will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of a dividend or capital to any holder of Class A Ordinary Shares, as the case may be, nor will gains derived from the disposal of the Class A Ordinary Shares be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance tax or gift tax.

No stamp duty is payable in respect of the issue of our securities or on an instrument of transfer in respect of a Class A Ordinary Share or a Warrant.

We have been incorporated under the laws of the Cayman Islands as an exempted company with limited liability and, as such, have obtained undertakings from the Governor in Cabinet of the Cayman Islands in the following form:

The Tax Concessions Law

Undertaking as to Tax Concessions

In accordance with the Tax Concessions Act (2018 Revision) of the Cayman Islands, the Governor in Cabinet of the Cayman Islands has undertaken with the Company:

- (a) no law which is thereafter enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations; and
- (b) in addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable:
 - (i) on or in respect of the shares, debentures or other obligations of the Company; or
 - (ii) by way of the withholding in whole or in part of any relevant payment as defined in the Tax Concessions Act (2018 Revision).

The concessions apply for a period of TWENTY years from September 21, 2021.

The Cayman Islands currently levy no taxes on individuals or corporations based upon profits, income, gains or appreciations and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be

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material to the Company levied by the Government of the Cayman Islands save certain stamp duties which may be applicable, from time to time, on certain instruments executed in or brought within the jurisdiction of the Cayman Islands.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are subject to the periodic reporting and other informational filing requirements of the Exchange Act, and are required to file reports and other information with the SEC. Specifically, we are required to file annually a Form 20-F within four months after the end of each fiscal year, which is December 31. Copies of reports and other information, when so filed, may be inspected without charge and may be obtained at prescribed rates at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. The public may obtain information regarding the Washington, D.C. Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a web site at www.sec.gov that contains reports, proxy and information statements, and other information regarding registrants that make electronic filings with the SEC using its EDGAR system. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

In accordance with Nasdaq Stock Market Rule 5250(d), we will post this annual report on our website at <https://ir.prenetics.com/>. In addition, we will provide hardcopies of our annual report free of charge to shareholders upon request.

I. Subsidiary Information

Not applicable.

J. Annual Report to Security Holders

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to foreign currency, credit and liquidity risks in the ordinary course of our business. For more information about financial risks that we are exposed to, see Note 32 to our audited consolidated financial statements included elsewhere in this annual report.

Foreign Currency risk

We are exposed to currency risk primarily through our subsidiaries operating outside of Hong Kong with assets and liabilities denominated in currencies other than Hong Kong dollars ("HKD"), which primarily include the USD. As HKD is pegged to USD, we consider the risk of movements in exchange rates between HKD and USD to be insignificant. We do not believe that we currently have any significant direct foreign exchange risk, and we have not engaged in the hedging of our foreign currency transactions to date. Although our exposure to foreign exchange risks should be limited in general, the reporting result of operations in the financial statements will be affected by the exchange rate between USD and HKD, as we use USD as the reporting currency.

Credit Risk

Credit risk refers to the risk that a counterparty will default on its contractual obligations resulting in a financial loss to us. Our credit risk is primarily attributable to our trade receivables and cash and cash equivalents.

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Our credit risk arising from cash and cash equivalents is limited because the counterparties are banks and financial institutions with good credit rating for which we consider to have low credit risk. Our exposure to credit risk arising from trade receivables is influenced mainly by the individual characteristics of each customer. As of December 31, 2024, 5% and 16% of the total trade receivables were due from our largest customer and our five largest customers, respectively. We limit our credit risk arising from trade receivables by performing individual credit evaluations on all customers requiring credit over a certain amount, which take into account the customer's past payment history, financial position and other factors.

Liquidity Risk

We manage our liquidity risk by regularly monitoring our liquidity requirements to ensure that we maintain sufficient reserves of cash to meet our liquidity requirements in the short and longer term.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

None.

ITEM 15. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, has performed an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report, as required by Rule 13a-15(b) under the Exchange Act.

Based upon that evaluation, our management, with the participation of our chief executive officer and chief financial officer, has concluded that, as of December 31, 2024, our disclosure controls and procedures were effective in ensuring that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Management’s Annual Report on Internal Control over Financial Reporting and Attestation Report of the Registered Public Accounting Firm

This annual report does not include a report of management’s assessment regarding internal control over financial reporting or an attestation report of the company’s registered public accounting firm due to a transition period established by rules of the Securities and Exchange Commission for newly public companies.

Changes in Internal Control over Financial Reporting

There were no changes in our internal controls over financial reporting that occurred during the period covered by this annual report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16. [Reserved]

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our board of directors has determined that Cheng Yin Pan (Ben), an independent director (within the meaning of the NASDAQ listing rules and the criteria for independence set forth in Rule 10A-3 of the Exchange Act) satisfies the criteria of an audit committee financial expert as set forth under the applicable rules of the SEC.

ITEM 16B. CODE OF ETHICS

Our board of directors adopted a Code of Business Conduct and Ethics applicable to our directors, officers and employees. The code applies to all directors, officers, employees and extended workforce, including the Chairperson and Chief Executive Officer and Chief Financial Officer. A copy of our Code of Business Conduct and Ethics is available on our website at <https://ir.prenetics.com/corporate-governance/documents-charters>.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Our independent registered public accounting firm is Deloitte Touche Tohmatsu (PCAOB ID: 1104), which is located in Hong Kong.

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by Deloitte Touche Tohmatsu (PCAOB ID: 1104) and KPMG (PCAOB ID: 1181), our principal external auditors, for the years indicated. KPMG served as our independent auditor in 2022 and 2023, and Deloitte Touche Tohmatsu served as our independent auditor since September 13, 2024. We did not pay any other fees to our auditors during the periods indicated below.

	<i>For the Year Ended December 31,</i>		
	<i>2024</i>	<i>2023</i>	<i>2022</i>
	(in thousands of U.S. dollars)		
Audit fees ⁽¹⁾	\$ 1,244	\$ 1,324	\$ 1,586
Audit-related fees ⁽²⁾	—	—	8
Tax fees ⁽³⁾	30	4	5
All other fees	—	—	—

Notes:

- (1) “Audit fees” represent the audit work performed each fiscal year necessary to allow the auditor to issue an opinion on our financial statements and to issue an opinion on the local statutory financial statements. Audit fees also include services such as reviews of quarterly financial results and limited review procedures of quarterly financial results.
- (2) “Audit-related fees” represent fees for assurance and related services that were reasonably related to the performance of the audit or review of our financial statements or for services that were traditionally performed by the external auditor.
- (3) “Tax fees” represent fees billed for professional services for tax compliance and tax advice.

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The policy of our audit committee is to pre-approve all audit and other service provided by Deloitte Touche Tohmatsu as described above, other than those for de minimis services which are approved by the Audit Committee prior to the completion of the audit.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

On November 30, 2022, our board of directors authorized a share repurchase program, under which we may repurchase up to US\$20 million of our Class A Ordinary Shares in the open market over the following 24 months. On November 29, 2024, such program has expired. As of November 29, 2024, we had repurchased 251,390 Class A Ordinary Shares for approximately US\$2.45 million under this share repurchase program. The table below is a summary of the shares repurchased by us from for the periods indicated. All shares were repurchased in the open market pursuant to the share repurchase program announced on November 30, 2022.

Period	Total Number of Ordinary Shares Purchased	Average Price Paid Per Ordinary Share (US\$)	Total Number of Ordinary Shares Purchased as Part of the Publicly Announced Program	Approximate Dollar Value of Ordinary Shares that May Yet Be Purchased Under the Program (US\$, in millions)
December 1, 2022 – December 31, 2022	21,340	31.50	21,340	19.33
January 1, 2023 – January 31, 2023	0	N/A	0	19.33
February 1, 2023 – February 28, 2023	0	N/A	0	19.33
March 1, 2023 – March 31, 2023	90,978	12.15	90,978	18.22
April 1, 2023 – April 30, 2023	0	N/A	0	18.22
May 1, 2023 - May 31, 2023	0	N/A	0	18.22
June 1, 2023 - June 30, 2023	0	N/A	0	18.22
July 1, 2023 - July 31, 2023	0	N/A	0	18.22
August 1, 2023 - August 31, 2023	0	N/A	0	18.22
September 1, 2023 - September 30, 2023	0	N/A	0	18.22
October 1, 2023 - October 31, 2023	0	N/A	0	18.22
November 1, 2023 - November 30, 2023	3,452	4.16	3,452	18.16
December 1, 2023 - December 31, 2023	10,001	5.04	10,001	18.11
January 1, 2024 - January 31, 2024	4,261	4.89	4,261	18.09
February 1, 2024 - February 29, 2024	27,677	4.95	27,677	17.95
March 1, 2024 - March 31, 2024	39,830	4.72	39,830	17.76
April 1, 2024 - April 30, 2024	53,851	3.91	53,851	17.55
May 1, 2024 - May 31, 2024	0	N/A	0	17.55
June 1, 2024 - June 30, 2024	0	N/A	0	17.55
July 1, 2024 - July 31, 2024	0	N/A	0	17.55
August 1, 2024 - August 31, 2024	0	N/A	0	17.55
September 1, 2024 - September 30, 2024	0	N/A	0	17.55
October 1, 2024 - October 31, 2024	0	N/A	0	17.55
November 1, 2024 - November 29, 2024	0	N/A	0	17.55

ITEM 16F. CHANGE IN REGISTRANT’S CERTIFYING ACCOUNTANT

On August 20, 2024, our board of directors dismissed KPMG as the Company’s independent registered public accounting firm, and approved the appointment of Deloitte Touch Tohmatsu, or Deloitte, as the Company’s independent registered public accounting firm, followed by the execution of an engagement letter with Deloitte on September 13, 2024. The change of the Company’s independent registered public accounting firm was recommended by the audit committee of the board of directors. The decision was not made due to any disagreements with KPMG.

KPMG’s audit reports on the Company’s consolidated financial statements as of December 31, 2022 and 2023 and for each of the years ended December 31, 2022 and 2023 did not contain an adverse opinion or a disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principles.

During each of the years ended December 31, 2022 and 2023 and the subsequent interim period through August 20, 2024, there have been no (i) disagreements between us and KPMG on any matter of accounting principles or practices, financial statement disclosure, or audit scope or procedure, which disagreements if not resolved to the satisfaction of KPMG would have caused them to make reference thereto in their reports on the consolidated financial statements for such years, or (ii) reportable events as defined in Item 16F(a)(1)(v) of the instructions to Form 20-F.

We have provided KPMG with a copy of the disclosures here under this Item 16F and required under Item 16F of Form 20-F and requested from KPMG a letter addressed to the SEC indicating whether it agrees with such disclosures. A copy of KPMG’s letter dated September 16, 2024 is attached as Exhibit 16.1 in the Form 6-K filed by the Company on September 16, 2024.

During each of the years ended December 31, 2022 and 2023 and the subsequent interim period through August 20, 2024, neither we nor anyone on behalf of us has consulted with Deloitte regarding (i) the application of accounting principles to a specific transaction, either completed or proposed, or the type of audit opinion that might be rendered on our consolidated financial statements, and neither a written report nor oral advice was provided to us that Deloitte concluded was an important factor considered by us in reaching a decision as to any accounting, audit, or financial reporting issue, (ii) any matter that was the subject of a disagreement pursuant to Item 16F(a)(1)(iv) of the instructions to Form 20-F, or (iii) any reportable event pursuant to Item 16F(a)(1)(v) of the instructions to Form 20-F.

ITEM 16G. CORPORATE GOVERNANCE

We are a foreign private issuer and a “controlled company” as defined under the NASDAQ rules. Mr. Yeung, chairman of our board of directors and our chief executive officer, owns more than 50% of the total voting power of all issued and outstanding ordinary shares. For so long as we remain a foreign private issuer or a “controlled company” under that definition, we are permitted to elect to rely, and may rely, on certain exemptions from certain corporate governance rules, including: an exemption from the rule that a majority of the board of directors must be independent directors; an exemption from the rule that director nominees must be selected or recommended solely by independent directors or by a nominations committee that is comprised entirely of independent directors; an exemption from the rule that our board of directors must have a compensation committee that is comprised solely of independent directors; an exemption from the requirement that an audit committee be comprised of at least three members; an exemption from the requirement that an annual general meeting must be held; and an exemption from the requirement that we must obtain shareholder approval prior to a plan or other equity compensation arrangement is established or materially amended; and an exemption from the requirement to obtain shareholder approval for issuing additional securities exceeding 20% of our outstanding ordinary shares.

We intend to rely on the exemptions listed above available to foreign private issuers and “controlled company.” We are not required to and will not voluntarily meet this requirement. As a result, you will not have the same protection afforded to shareholders of companies that are subject to these corporate governance requirements.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS.

Not applicable.

ITEM 16J. INSIDER TRADING POLICIES.

We have adopted insider trading policies and procedures governing the purchase, sale, and other dispositions of our securities by directors, senior management, and employees that are reasonably designed to promote compliance with applicable insider trading laws, rules and regulations, and any listing standards applicable to us. A copy of our insider trading policies is filed as Exhibit 11.1 to this annual report on Form 20-F.

ITEM 16K. CYBERSECURITY.

Cybersecurity Risk Management and Strategy

We recognize the importance of assessing, identifying, and managing material risks associated with cybersecurity threats, as such term is defined in Item 106(a) of Regulation S-K. These risks include, among other things: operational risks, intellectual property theft, fraud, extortion, harm to our employees, customers or third-party vendors and service providers and violation of data privacy or security laws.

Identifying and assessing cybersecurity risk is integrated into our overall risk management systems and processes. Cybersecurity risks related to our business, technical operations, privacy and compliance issues are identified and addressed through our cybersecurity risk management program, which includes third-party assessments, internal IT audits conducted by our Audit Committee and IT security, governance, risk and compliance reviews.

We have implemented a multi-layered cybersecurity approach which includes physical, technical and administrative measures to protect our systems against cybersecurity incidents. All data transfers over the Internet are encrypted using the Transport Layer Security (TLS) protocol. Our measures for assessing, identifying and managing material risks from cybersecurity threats and security incidents include:

- Our information is encrypted and securely stored in the cloud following best practices such as OWASP Top 10 and the Amazon's Well Architected framework, and adhering to internationally recognized security and privacy standards such as ISO 27001.
- We employ advanced tools and services for data protection, including WAF, TDR, ZT, and MDM, among others.
- We conduct periodic internal and external assessments, such as penetration testing and vulnerability scans.
- We implement system safeguards, including email filtering and access control.
- We ensure continuous threat surveillance and have incident response plans in place for prompt identification, reporting, and resolution.
- We provide cybersecurity and privacy training to our employees.
- We monitor our compliance with data protection regulations.
- We maintain policies for handling third-party data.
- We regularly update and review our internal cybersecurity policies.

We have also implemented incident response and breach management policies and procedures. Such incident response processes are overseen by leaders from our Information Security, People Operations, Compliance and Legal teams regarding matters of cybersecurity. As part of these processes, we engage external consultants to assess our internal cybersecurity programs and compliance with applicable practices and standards.

Our risk management program also assesses third-party cybersecurity risks and threats. We perform third-party risk assessments to identify and mitigate risks from third parties such as vendors, suppliers, and other business partners associated with our use of third-party service providers. Such cybersecurity risks are evaluated when selecting and overseeing applicable third-party service providers and potential fourth-party risks that may handle and/or process our employee, business or customer data. Our evaluations include security questionnaires and legal review and oversight of contracts, including, but not limited to, contractual clauses related to cybersecurity and data privacy. In addition to new vendor onboarding, we have procedures in place to perform risk management during third-party cybersecurity compromise incidents to identify and mitigate risks to us from third-party incidents. Although we have continued to invest in our due diligence, onboarding, and monitoring capabilities over critical third parties with whom we do business, including our third-party vendors and service providers, our control over the security posture of, and ability to monitor the cybersecurity practices of, such third parties remains limited, and there can be no assurance that we can prevent, mitigate, or remediate the risk of any compromise or failure in the cybersecurity infrastructure owned or controlled by such third parties. When we do become aware that a third-party vendor or service provider has experienced such compromise or failure, we attempt to mitigate our risk, including by terminating such third party's connection to our information systems and networks where appropriate.

We did not identify any cybersecurity threats that have materially affected or are reasonably likely to materially affect our business strategy, results of operations, or financial condition. However, despite our efforts, we cannot eliminate all risks from cybersecurity threats, or provide assurances that we have not experienced undetected cybersecurity incidents. For a description of how risks from cybersecurity threats and security incidents could materially affect us, including our business strategy, results of operations or financial condition, see “Item 3. Key Information — D. Risk Factors—Risks Relating to our Business and Industry—“We depend on the information systems of our own and those of third parties for the effective service on our websites, mobile applications, or in our computer or logistics systems, and the overall effective and efficient functioning of our business. Failure to maintain or protect our information systems and data integrity effectively could harm our business, financial condition and results of operations.”, and “Item 3. Key Information — D. Risk Factors—Risks Relating to Government Regulations—“Our business collects and processes a large amount of data including personal information, and we will face legal, reputational, and financial risks if we fail to protect our customers’ data from security breaches or cyberattacks. We are also subject to various laws and regulations relating to privacy or the protection or transfer of data relating to individuals, and any change in such laws and regulations or any failure by us to comply with such laws and regulations could adversely affect our business.”.

Cybersecurity Governance

Cybersecurity is an important part of our risk management processes and an area of focus for our board of directors and management. Our Audit Committee is responsible for the oversight of risks from cybersecurity threats and responses to incidents, should they arise. Members of the Audit Committee receive updates as necessary on a quarterly basis regarding matters of cybersecurity or when there is a cybersecurity incident. The internal auditor communicates this information to the Audit Committee. This includes existing and new cybersecurity risks, status on how management is addressing and/or mitigating those risks, cybersecurity and data privacy incidents (if any) and status on key information security initiatives.

Our cybersecurity risk management and strategy processes are overseen by leaders from our Technology, People Operations, and Legal teams. These individuals are informed about, and monitor the prevention, mitigation, detection and remediation of cybersecurity incidents through their management of, and participation in, the cybersecurity risk management and strategy processes described above, including the operation of our incident response plan, and report either directly, or via our internal auditor, to the Audit Committee on any appropriate items.

Our Chief Technology Officer (“CTO”) and Head of Technology Operations, who report to our CEO, are primarily responsible for the assessment and management of our material risks from cybersecurity threats. Our CTO and Head of Technology Operations oversee our cybersecurity policies and processes, including those described in “Risk Management and Strategy” above. Our IT and engineering team, which reports to the CTO and Head of Technology Operations, maintains our security incident response plan and manages day-to-day incident identification, assessment and management, leads our overall cybersecurity risk management program, including ongoing assessments of system vulnerabilities and mitigation efforts, and continuously updates our CTO and Head of Technology Operations on such matters. Our IT and engineering team includes members that have been involved in cybersecurity for approximately 10 years, with project experience relating to SOC-2, ISO 27001, GDPR, Business Continuity Planning, Disaster Recovery Planning, Incident Response Planning. Our CTO and Head of Technology Operations escalate cybersecurity incidents to other members of the Company’s leadership, as appropriate, including our CFO, CEO and internal auditor. The IT and engineering team provides regular briefings to the CTO and Head of Technology Operations regarding the Company’s cybersecurity risks and activities, including any recent cybersecurity incidents and related responses, cybersecurity systems testing, activities of third parties, and the like.

PART III.**ITEM 17. FINANCIAL STATEMENTS**

We have elected to provide consolidated financial statements pursuant to Item 18.

ITEM 18. FINANCIAL STATEMENTS

The consolidated financial statements of Prenetics Global Limited are included at the end of this annual report.

ITEM 19. EXHIBITS

Exhibit Number	Description
1.1	Amended and Restated Memorandum and Articles of Association of Prenetics Global Limited (incorporated by reference to Exhibit 3.1 to the Form F-3/A (Reg. No. 333-276538), filed with the SEC on February 5, 2024).
2.1	Specimen ordinary share certificate of Prenetics Global Limited (incorporated by reference to Exhibit 4.1 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).
2.2	Specimen warrant certificate of Prenetics Global Limited (incorporated by reference to Exhibit 4.2 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).
2.3	Warrant Agreement, dated May 13, 2021, between Artisan and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 4.3 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).
2.4	Assignment, Assumption and Amendment Agreement, dated as of September 15, 2021, by and among Prenetics Global Limited, Artisan Acquisition Corp. and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 10.8 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).
2.5*	Description of Securities
4.1	Business Combination Agreement, dated as of September 15, 2021, by and among Artisan Acquisition Corp., Prenetics Global Limited, Prenetics Group Limited, AAC Merger Limited, and PGL Merger Limited (incorporated by reference to Exhibit 2.1 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).
4.2	Amendment to Business Combination Agreement, dated as of March 30, 2022, by and among Artisan Acquisition Corp., Prenetics Global Limited, Prenetics Group Limited, AAC Merger Limited, and PGL Merger Limited (incorporated by reference to Exhibit 2.2 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).
4.3	Registration Rights Agreement, dated as of September 15, 2021, by and among Prenetics Global Limited, Artisan Acquisition Corp., Artisan LLC and other parties named therein (incorporated by reference to Exhibit 10.5 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).
4.4†	2022 Share Incentive Plan (incorporated by reference to Exhibit 4.4 to Shell Company Report on Form 20-F (Reg. No. 001-41401), filed with the SEC on May 27, 2022).
4.5	Form of Indemnification Agreement between Prenetics Global Limited and each executive officer of Prenetics Global Limited (incorporated by reference to Exhibit 10.10 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).
4.6	Form of PIPE Subscription Agreements (incorporated by reference to Exhibit 10.1 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).

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Exhibit Number	Description
4.7	<u>Deed of Novation and Amendment, dated as of September 15, 2021, by and among Artisan Acquisition Corp., Prenetics Global Limited, Artisan LLC and Aspex Master Fund (incorporated by reference to Exhibit 10.2 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).</u>
4.8	<u>Deed of Novation and Amendment, dated as of September 15, 2021, by and among Artisan Acquisition Corp., Prenetics Global Limited, Artisan LLC and Pacific Alliance Asia Opportunity Fund L.P. (incorporated by reference to Exhibit 10.3 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).</u>
4.9	<u>Shareholder Support Agreement and Deed, dated as of September 15, 2021, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp., and certain management shareholders named therein (incorporated by reference to Exhibit 10.6 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).</u>
4.10	<u>Shareholder Support Agreement and Deed, dated as of September 15, 2021, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp., and certain shareholders named therein (incorporated by reference to Exhibit 10.7 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).</u>
4.11	<u>Sponsor Support Agreement, dated as of September 15, 2021, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp., Artisan LLC and other parties named therein (incorporated by reference to Exhibit 10.4 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).</u>
4.13*#	<u>Agreement for Sale and Purchase of the Issued Shares in ACT Genomics Holdings Company Limited, dated December 16, 2022, by and among Prenetics Global Limited, ACT Genomics and certain shareholders of ACT Genomics.</u>
4.14*#	<u>Agreement for Sale and Purchase of the Issued Shares in ACT Genomics Holdings Company Limited, dated January 3, 2023, by and among Prenetics Global Limited, Hongkong Berry Genomics Co., Limited and ACT Genomics.</u>
4.16	<u>Deed of Joinder, dated October 1, 2021, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp. and Prudential Hong Kong Limited (incorporated by reference to Exhibit 10.18 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).</u>
4.17	<u>Form of Amendment to PIPE Subscription Agreements (incorporated by reference to Exhibit 10.19 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).</u>
4.18	<u>Form of Deed of Amendment to Deed of Novation and Amendment (incorporated by reference to Exhibit 10.20 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).</u>
4.19	<u>Sponsor Forfeiture and Conversion Agreement, dated as of March 30, 2022, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp., Artisan LLC, Mr. William Keller, Mr. Mitch Garber, Mr. Fan (Frank) Yu and Mr. Sean O'Neill (incorporated by reference to Exhibit 10.21 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).</u>
4.20	<u>Amendment to Sponsor Support Agreement, dated as of March 30, 2022, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp., Artisan LLC and other parties named therein (incorporated by reference to Exhibit 10.22 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).</u>

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<u>Exhibit Number</u>	<u>Description</u>
4.21	<u>Amendment to Shareholder Support Agreement, dated as of March 30, 2022, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp. and certain management shareholders named therein (incorporated by reference to Exhibit 10.23 to Amendment No. 8 to the Registration Statement on Form F-4 (Reg. No. 333-260928), filed with the SEC on March 30, 2022).</u>
4.22	<u>Registration Rights Agreement, dated July 20, 2023, by and among Prenetics Global Limited, Lo Yuk Ming Dennis, and AC-Tech Investment Limited.</u> (incorporated by reference to Exhibit 4.22 of our annual report on Form 20-F (Reg. No. 001-41401), filed with the SEC on May 1, 2024)
4.23	Share Subscription Agreement, dated as of June 13, 2024, by and between Prenetics Global Limited and DB Ventures Limited (incorporated by reference to Exhibit 10.26 to Form 6-K (File Number 001-41401), filed with the SEC on July 11, 2024)
4.24*	<u>Unit Purchase Agreement, dated as of May 23, 2024, by and between Prenetics Global Limited and ACM Europa VII-C LLC, AFI Partners Fund IV, and AFI Partners LLC</u>
8.1*	<u>List of subsidiaries of Prenetics Global Limited</u>
10.23	<u>Share Sale Agreement, dated as of June 25, 2023, by and among Lo Yuk Ming Dennis, Chan Kwan Chee and Prenetics Global Limited.</u> (incorporated by reference to Exhibit 10.23 of our annual report on Form 20-F (Reg. No. 001-41401), filed with the SEC on May 1, 2024)
10.24	<u>Share Subscription Agreement, dated as of June 25, 2023, by and between Insighta Holdings Limited and Prenetics Global Limited.</u> (incorporated by reference to Exhibit 10.24 of our annual report on Form 20-F (Reg. No. 001-41401), filed with the SEC on May 1, 2024)
10.25*	<u>Share Purchase Agreement, dated October 14, 2024, by and between Prenetics Global Limited and Image Reframe Investment (HK) Limited</u>
11.1*	<u>Insider Trading Policy</u>
12.1*	<u>CEO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
12.2*	<u>CFO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
13.1**	<u>CEO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
13.2**	<u>CFO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
15.1*	<u>Consent of Deloitte Touche Tohmatsu</u>
15.2*	<u>Consent of KPMG</u>
15.3*	<u>Consent of DaHui Lawyers</u>
97.10	<u>Policy for Recovery of Erroneously Awarded Compensation</u> (incorporated by reference to Exhibit 97.1 of our annual report on Form 20-F (Reg. No. 001-41401), filed with the SEC on May 1, 2024)
101.INS*	Inline XBRL Instance Document—this instance document does not appear on the Interactive Data File because its XBRL tags are not embedded within the Inline XBRL document
101.SCH*	Inline XBRL Taxonomy Extension Scheme Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document

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Exhibit Number	Description
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed with this Annual Report on Form 20-F.

** Furnished with this Annual Report on Form 20-F.

† Indicates a management contract or any compensatory plan, contract or arrangement.

Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K on the basis that the Company customarily and actually treats that information as private or confidential and the omitted information is not material.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Prenetics Global Limited

By: /s/ Danny Sheng Wu Yeung

Name: Danny Sheng Wu Yeung

Title: Chief Executive Officer

Date: April 30, 2025

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Prenetics Global Limited
(Incorporated in the Cayman Islands)
and its Subsidiaries
Annual Report
For the financial year ended December 31, 2024

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Prenetics Global Limited:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of financial position of Prenetics Global Limited and subsidiaries (the "Company") as of December 31, 2024, the related consolidated statements of profit or loss and other comprehensive income, changes in equity, and cash flows, for the year then ended, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year ended December 31, 2024, in conformity with IFRS Accounting Standards as issued by the International Accounting Standards Board ("IASB").

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provide a reasonable basis for our opinion.

/s/ Deloitte Touche Tohmatsu
Hong Kong, the People's Republic of China
April 30, 2025

We have served as the Company's auditor since 2024.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors
Prenetics Global Limited:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of financial position of Prenetics Global Limited and subsidiaries (the Company) as of December 31, 2023, the related consolidated statements of profit or loss and other comprehensive income, changes in equity and cash flows for each of the years in the two-year period ended December 31, 2023, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2023, in conformity with IFRS Accounting Standards.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG

We have served as the Company's auditor from 2017 to 2024.

Hong Kong, China
April 30, 2024

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Consolidated statements of profit or loss and other comprehensive income

(All amounts in thousands of U.S. dollars ("\$\$"), except for share and per share data)

	Note	2024	2023	2022
Continuing operations				
Revenue	5, 6	\$ 30,621	\$ 21,743	\$ 13,164
Direct costs		(15,221)	(12,913)	(9,546)
Gross profit		15,400	8,830	3,618
Other income and other net gains	7	2,745	4,507	430
Selling and distribution expenses		(8,636)	(8,243)	(4,738)
Research and development expenses		(10,923)	(11,662)	(5,989)
Impairment loss of goodwill	12	—	(3,900)	—
Administrative and other operating expenses		(46,730)	(41,438)	(59,343)
Operating loss from continuing operations		(48,144)	(51,906)	(66,022)
Fair value loss on financial assets at fair value through profit or loss	19	(8,869)	(7,135)	(9,363)
Share-based payment on listing	31	—	—	(89,547)
Fair value loss on preference shares liabilities	26	—	—	(60,091)
Fair value gain on warrant liabilities	27	49	3,351	3,197
Gain on partial disposal of an equity-accounted investee	15	1,244	—	—
Share of loss of equity-accounted investees, net of tax	15	(1,779)	(859)	—
Other finance costs	8(a)	(203)	(120)	(3,995)
Loss before taxation	8	(57,702)	(56,669)	(225,821)
Income tax credit	9	7,874	269	245
Loss from continuing operations		(49,828)	(56,400)	(225,576)
Discontinued operation				
Profit/(loss) from discontinued operation, net of tax	10	22	(8,377)	35,122
Loss for the year		(49,806)	(64,777)	(190,454)
Other comprehensive income/(expense)				
Items that will not be reclassified subsequently to profit or loss:				
Share of other comprehensive income of equity-accounted investees	15	303	—	—
Item that may be reclassified subsequently to profit or loss:				
Exchange differences on translation of foreign operations		(1,024)	1,795	(4,843)
Other comprehensive (expense)/income for the year		(721)	1,795	(4,843)
Total comprehensive expense for the year		\$ (50,527)	\$ (62,982)	\$ (195,297)
Loss attributable to:				
Equity shareholders of the Company		\$ (46,304)	\$ (62,724)	\$ (190,454)
Non-controlling interests	35	(3,502)	(2,053)	—
		\$ (49,806)	\$ (64,777)	\$ (190,454)
Total comprehensive expense attributable to:				
Equity shareholders of the Company		\$ (46,785)	\$ (61,112)	\$ (195,297)
Non-controlling interests	35	(3,742)	(1,870)	—
		\$ (50,527)	\$ (62,982)	\$ (195,297)
Loss per share				
Basic	11	\$ (3.71)	\$ (5.58)	\$ (37.57)
Diluted	11	(3.71)	(5.58)	(37.57)
Loss per share - Continuing operations				
Basic	11	(3.71)	(4.83)	(44.50)
Diluted	11	(3.71)	(4.83)	(44.50)

The accompanying notes are an integral part of these consolidated financial statements.

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Consolidated statements of financial position

(All amounts in thousands of U.S. dollars ("\$\$"))

	Note	2024	2023
Assets			
Property, plant and equipment	13	\$ 7,811	\$ 5,778
Intangible assets	14	11,574	13,425
Goodwill	12	37,364	29,170
Interests in equity-accounted investees	15	68,223	98,465
Financial assets at fair value through profit or loss - non-current	19	1,103	9,371
Deferred tax assets	23	—	28
Deferred expenses - non-current	18	—	3,531
Other non-current assets	16	1,352	743
Non-current assets		127,427	160,511
Deferred expenses - current	18	3,549	8,313
Inventories	17	6,566	3,127
Trade receivables	18	5,242	4,058
Deposits, prepayments and other receivables	18	7,975	5,285
Amount due from a related company		3	5
Amounts due from equity-accounted investees		—	132
Financial assets at fair value through profit or loss - current	19	10,562	11,034
Short-term deposits	20(a)	—	16,000
Cash and cash equivalents	20(b)	52,251	45,706
Current assets		86,148	93,660
Total assets		\$ 213,575	\$ 254,171
Liabilities			
Deferred tax liabilities	23	\$ 2,165	\$ 2,615
Warrant liabilities	27	175	224
Lease liabilities - current	24	3,014	867
Other non-current liabilities	21	324	823
Non-current liabilities		5,678	4,529
Trade payables		3,668	1,671
Accrued expenses and other current liabilities	21	9,312	8,175
Contract liabilities	22	6,491	6,111
Lease liabilities - non-current	24	2,758	1,502
Liabilities for puttable financial instrument	28	14,309	14,623
Tax payable		13	7,402
Current liabilities		36,551	39,484
Total liabilities		42,229	44,013
Equity			
Share capital (par value of \$0.0015 as of December 31, 2023 and 2024; 33,333,334 shares authorized as of December 31, 2023 and 2024; 12,205,180 and 12,984,844 shares issued and outstanding as of December 31, 2023 and 2024, respectively)	29	19	18
Reserves		170,370	206,341
Total equity attributable to equity shareholders of the Company		170,389	206,359
Non-controlling interests		957	3,799
Total equity		171,346	210,158
Total equity and liabilities		\$ 213,575	\$ 254,171

The accompanying notes are an integral part of these consolidated financial statements.

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Consolidated statements of changes in equity (All amounts in thousands of U.S. dollars (“\$”))

		<i>Attributable to equity shareholders of the Company</i>								<i>Non-</i>	
	<i>Note</i>	<i>Share</i>	<i>Share</i>	<i>Treasury</i>	<i>Translation</i>	<i>Other</i>	<i>Capital</i>	<i>Accumulated</i>	<i>Sub-total</i>	<i>controlling</i>	<i>Total</i>
		<i>capital</i>	<i>premium</i>	<i>stock</i>	<i>reserve</i>	<i>reserve</i>	<i>reserve</i>	<i>losses</i>		<i>interests</i>	
Balance at January 1, 2022		\$ 1	\$ 17,126	\$ —	\$ 1,028	\$ (239,210)	\$ 37,835	\$ (217,590)	\$ (400,810)	\$ (85)	\$ (400,895)
Total comprehensive expense for the year											
Loss for the year		—	—	—	—	—	—	(190,454)	(190,454)	—	(190,454)
Other comprehensive expense for the year		—	—	—	(4,843)	—	—	—	(4,843)	—	(4,843)
Total comprehensive expense for the year		—	—	—	(4,843)	—	—	(190,454)	(195,297)	—	(195,297)
Equity-settled share-based transactions	30	—	—	—	—	—	31,581	—	31,581	—	31,581
Vesting of equity-settled share-based transactions	30	1	116	—	—	—	—	—	117	—	117
Capital contribution		1	116,093	—	—	—	—	—	116,094	—	116,094
Shares issued on Reverse Recapitalization	31	2	113,145	—	—	—	—	—	113,147	—	113,147
Issuance of bonus shares		2	(2)	—	—	—	—	—	—	—	—
Shares issued upon conversion of exchange loan notes		—	—	—	—	—	—	—	—	—	—
Reclassification to preference shares liabilities	26	5	550,244	—	—	—	—	—	550,249	—	550,249
Modification of agreement with PIPE investors		—	—	—	—	(17,400)	—	—	(17,400)	—	(17,400)
Settlement of agreement with PIPE investors upon listing	31	—	—	—	—	17,400	—	—	17,400	—	17,400
Issuance of shares for acquisition	34(A)	2	34,721	—	—	5,061	—	—	39,784	—	39,784
Issuance of liabilities for puttable financial instrument for acquisition	28	—	—	—	—	(17,139)	—	—	(17,139)	—	(17,139)
Repurchase of shares		—	—	(662)	—	—	—	—	(662)	—	(662)
Acquisition of non-controlling interests	34(A)(IV)	—	—	—	—	—	—	—	—	6,484	6,484
Balance at December 31, 2022		\$ 14	\$ 831,443	\$ (662)	\$ (3,815)	\$ (251,288)	\$ 69,416	\$ (408,044)	\$ 237,064	\$ 6,399	\$ 243,463

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Consolidated statements of changes in equity (continued)

(All amounts in thousands of U.S. dollars (“\$”))

	Note	Attributable to equity shareholders of the Company							Non-controlling interests	Total	
		Share capital	Share premium	Treasury stock	Translation reserve	Other reserve	Capital reserve	Accumulated losses			Sub-total
Balance at January 1, 2023		\$ 14	\$ 831,443	\$ (662)	\$ (3,815)	\$ (251,288)	\$ 69,416	\$ (408,044)	\$ 237,064	\$ 6,399	\$ 243,463
Total comprehensive income/(expense) for the year											
Loss for the year		—	—	—	—	—	—	(62,724)	(62,724)	(2,053)	(64,777)
Other comprehensive income for the year		—	—	—	1,612	—	—	—	1,612	183	1,795
Total comprehensive income/(expense) for the year		—	—	—	1,612	—	—	(62,724)	(61,112)	(1,870)	(62,982)
Change in fair value of liabilities for puttable financial instrument	28	—	—	—	—	2,516	—	—	2,516	—	2,516
Equity-settled share-based transactions	30	—	—	—	—	—	10,589	—	10,589	—	10,589
Adjustments of non-controlling interests	12	—	—	—	—	—	—	—	—	(730)	(730)
Issuance of shares for acquisition	29(a)	—	5,061	—	—	(5,061)	—	—	—	—	—
Issuance of shares for investment in an equity-accounted investee	15	2	18,527	—	—	—	—	—	18,529	—	18,529
Issuance of shares for restricted share unit	29(a)	2	—	—	—	—	—	—	2	—	2
Shares issued upon conversion of exchange loan notes	29(a)	—	—	—	—	—	—	—	—	—	—
Issuance of shares for reverse stock split	29(a)	—	—	—	—	—	—	—	—	—	—
Repurchase of shares	29(b)	—	—	(1,229)	—	—	—	—	(1,229)	—	(1,229)
Cancellation of treasury stock	29(a)	—	(1,829)	1,829	—	—	—	—	—	—	—
Balance at December 31, 2023 and January 1, 2024		18	853,202	(62)	(2,203)	(253,833)	80,005	(470,768)	206,359	3,799	210,158
Total comprehensive expense for the year											
Loss for the year		—	—	—	—	—	—	(46,304)	(46,304)	(3,502)	(49,806)
Other comprehensive expense for the year		—	—	—	(481)	—	—	—	(481)	(240)	(721)
Total comprehensive expense for the year		—	—	—	(481)	—	—	(46,304)	(46,785)	(3,742)	(50,527)
Change in fair value of liabilities for puttable financial instrument	28	—	—	—	—	314	—	—	314	—	314
Change in non-controlling interest due to change in shareholding in a subsidiary	28	—	—	—	—	(275)	—	—	(275)	275	—
Equity-settled share-based transactions	30	—	—	—	—	—	7,221	—	7,221	625	7,846
Issuance of shares to advisors	29(a)	1	4,131	—	—	—	—	—	4,132	—	4,132
Issuance of shares for restricted share unit	29(a)	—	—	—	—	—	—	—	—	—	—
Repurchase of shares	29(b)	—	—	(577)	—	—	—	—	(577)	—	(577)
Balance at December 31, 2024		\$ 19	\$ 857,333	\$ (639)	\$ (2,684)	\$ (253,794)	\$ 87,226	\$ (517,072)	\$ 170,389	\$ 957	\$ 171,346

The accompanying notes are an integral part of these consolidated financial statements.

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Consolidated statements of cash flows

(All amounts in thousands of U.S. dollars (“\$”))

	Note	2024	2023	2022
Cash flows from operating activities				
Loss for the year		\$ (49,806)	\$ (64,777)	\$ (190,454)
Adjustments for:				
Bank interest income	7,10(b)	(2,039)	(3,943)	(472)
Dividend income	7	—	—	(10)
Depreciation	13	4,016	5,879	5,987
Amortization of intangible assets	14	1,913	1,915	1,556
Other finance costs	8(a),10(c)	203	242	4,198
Fair value loss on preference shares liabilities	26	—	—	60,091
Fair value loss on financial assets at fair value through profit or loss	19	8,869	7,135	9,363
Fair value gain on warrant liabilities	27	(49)	(3,351)	(3,197)
Restructuring costs	10(e)	—	—	30,379
Net foreign exchange losses		119	821	226
Impairment loss of goodwill	12	—	3,900	—
Loss on disposal of property, plant and equipment		2	818	73
Write-off on property, plant and equipment	8(c),10(f)	558	331	268
Write-off on inventories	17	736	3,137	2,056
Gain on partial disposal of an equity-accounted investee	15	(1,244)	—	—
Share of loss of equity-accounted investees	15	1,779	859	—
Share-based payment on listing	31	—	—	89,547
Equity-settled share-based payment expenses	30	7,846	10,589	31,580
Share-based payment expenses in relation to issuance of shares to advisors	30(d)	4,132	—	—
Income tax (credit)/expense		(7,874)	(386)	7,147
		(30,839)	(36,831)	48,338
Changes in:				
Decrease/(increase) in deferred expenses		8,294	(959)	(10,885)
Decrease/(increase) in inventories		1,323	(1,729)	1,256
(Increase)/decrease in trade receivables		(563)	37,633	6,966
(Increase)/decrease in deposits, prepayments and other receivables		(2,108)	1,589	(1,214)
Decrease/(increase) in amounts due from related companies		3	(5)	9
Decrease/(increase) in amounts due from equity-accounted investees		132	(132)	—
(Increase)/decrease in other non-current assets		(427)	535	431
Decrease in trade payables		(4,682)	(5,618)	(2,628)
Increase/(decrease) in accrued expenses and other current liabilities		854	(7,417)	(24,389)
Increase/(decrease) in contract liabilities		380	437	(4,035)
(Decrease)/increase in other non-current liabilities		(1,241)	(124)	726
Cash (used in)/generated from operating activities		(28,874)	(12,621)	14,575
Income taxes paid		—	(1,144)	(60)
Net cash (used in)/from operating activities		(28,874)	(13,765)	14,515

Consolidated statements of cash flows (continued)

(All amounts in thousands of U.S. dollars (“\$”))

	<i>Note</i>	2024	2023	2022
Cash flows from investing activities				
Payment for purchase of property, plant and equipment		(1,006)	(345)	(4,948)
Proceeds from disposal of property, plant and equipment		42	99	50
Payment for purchase of intangible assets		(59)	(567)	(1,395)
Payment for purchase of short-term deposits		—	(16,000)	(19,920)
Payment for purchase of financial assets at fair value through profit or loss	19	(129)	(10,002)	(20,000)
Proceeds from partial disposal of an equity-accounted investee		30,000	—	—
Proceeds from redemption of short-term deposits		16,000	19,920	—
Proceeds from redemption of financial assets at fair value through profit or loss	19	—	—	3,005
Payment for acquisition, net of cash acquired	34	(8,346)	—	(3,419)
Investment in an equity-accounted investee	15	—	(80,000)	—
Dividend received	7	—	—	10
Interest received	7,10(b)	2,039	3,943	472
Net cash from/(used in) investing activities		38,541	(82,952)	(46,145)
Cash flows from financing activities				
Capital element of lease rentals paid	13(b),25(b)	(2,563)	(3,235)	(1,878)
Interest element of lease rentals paid	13(b),25(b)	(203)	(241)	(244)
Proceeds from new trade financing	25(a)	—	—	21,677
Interest paid	25(b)	—	—	(173)
Repayment of trade financing	25(a)	—	—	(21,677)
Proceeds from issuance of shares		—	2	117
Proceeds from Reverse Recapitalization	31	—	—	146,158
Payment for purchase of treasury shares		(577)	(1,230)	(662)
Net cash (used in)/from financing activities		(3,343)	(4,704)	143,318
Net increase/(decrease) in cash and cash equivalents		6,324	(101,421)	111,688
Cash and cash equivalents at the beginning of the year		45,706	146,660	35,289
Effect of foreign exchange rate changes		221	467	(317)
Cash and cash equivalents at the end of the year		\$ 52,251	\$ 45,706	\$ 146,660

The accompanying notes are an integral part of these consolidated financial statements.

Notes to the consolidated financial statements

(All amounts in thousands of U.S. dollars (“US\$”), except for share, per share data and otherwise stated)

1 General Information

Prenetics Global Limited (the “Company”), is a company limited by shares incorporated in Cayman Islands.

The Company and its subsidiaries (collectively, the “Group”) is a leading global consumer health company focused on empowering individuals to take control of their health through innovative, science-backed solutions. The mission of the Group is to decentralize and democratize healthcare by delivering accessible, personalized, and preventive health products.

In the Prevention segment, the Group delivers advanced diagnostic services, including genetic testing (under the CircleDNA brand), utilizing whole exome sequencing technology.

In the Diagnostics segment, the Group provides precision oncology services for cancer treatment selection.

The Group also offers Consumer Health solutions through IM8, as well as distribution of sports nutrition products under the Europa brand, promoting healthy lifestyles.

The Group remains focused on research and development initiatives to drive innovation and support its mission of advancing health outcomes across both prevention, diagnostics and consumer health markets.

The Company was formed to facilitate the public listing and additional capitalization (referred to collectively as the “Reverse Recapitalization”) of Prenetics Holding Company Limited, (“PHCL”) and its subsidiaries (the “PHCL Group”). The Reverse Recapitalization (see note 31) was effectuated by:

- a special purpose acquisition company (“SPAC”) Artisan Acquisition Corp. (“Artisan”), incorporated in the Cayman Islands and listed on the Nasdaq Stock Market (“NASDAQ”), merging on May 17, 2022 with AAC Merger Limited, incorporated in the Cayman Islands and a directly wholly-owned subsidiary of the Company; with AAC Merger Limited surviving and remaining as a wholly-owned subsidiary of the Company (“Initial Merger”);
- PGL Merger Limited, incorporated in the Cayman Islands and a directly wholly-owned subsidiary of the Company, merging with PHCL on May 18, 2022; with PHCL surviving and becoming a wholly-owned subsidiary of the Company (“Acquisition Merger”);
- additional capitalization by way of issuing the Company’s shares to certain third-party investors (“PIPE Investors”) on May 18, 2022, pursuant to investment commitments in subscribing and purchasing for the Class A Ordinary Shares of the Company, concurrently with the execution of the Acquisition Merger; and
- the Company becoming a publicly traded company on NASDAQ on May 18, 2022.

The Reverse Recapitalization completed in May 2022 has been accounted for with reference to the principles of reverse acquisitions in IFRS 3, *Business combinations*, (“IFRS 3”) with PHCL being the accounting acquirer and Artisan the accounting acquiree. Accordingly, these consolidated financial statements have been presented as a continuation of the consolidated financial information of the PHCL Group, except for the capital structure (see note 31).

On December 30, 2022, the Group acquired 74.39% of the issued share capital of ACT Genomics Holdings Company Limited (“ACT Genomics”), and obtained control of ACT Genomics (the “ACT Acquisition”). ACT Genomics is an innovation-driven cancer solution provider, which specializing in precision oncology, and qualifies as a business as defined in IFRS 3 (see note 34(A)).

On July 20, 2023, the Group acquired 50% shareholdings of an equity-accounted investee, Insighta Holdings Limited (“Insighta”). On October 14, 2024, the Group’s shareholding in Insighta was reduced to 35% following the disposal of 15% shareholdings with consideration of \$30 million to a third party. Details of the interests in equity-accounted investees are included in note 15.

On August 9, 2024, the Group fully acquired the issued units of Europa Partners Holdings Limited (“Europa”), and obtained 100% shareholdings in Europa. Europa is a consumer health and wellness products distributor, which specializing in sports distribution, and qualifies as a business as defined in IFRS 3 (see note 34(B)).

These consolidated financial statements are presented in United States dollars (“USD”), which is the Company’s functional currency.

2 Adoption of new and revised standards

New and amended IFRS Accounting Standards that are effective for the current year

In the current year, the Group has applied a number of amendments to IFRS Accounting Standards issued by the IASB that are mandatorily effective for an accounting period that begins on or after January 1, 2024. Their adoption has not had any material impact on the disclosures or on the amounts reported in these consolidated financial statements.

Amendments to IFRS 16	Lease Liability in a Sale and Leaseback
Amendments to IAS 1	Classification of Liabilities as Current or Non-current
Amendments to IAS 1	Non-current Liabilities with Covenants
Amendments to IAS 7 and IFRS 7	Supplier Finance Arrangements

The application of the amendments to IFRS Accounting Standards in the current year has had no material impact on the Group's financial positions and performance for the current and prior years and/or on the disclosures set out in these consolidated financial statements.

New and amendments to IFRS Accounting Standards in issue but not yet effective

At the date of authorization of these consolidated financial statements, the Group has not applied the following new and amended IFRS Accounting Standards that have been issued but are not yet effective.

Amendments to IFRS 9 and IFRS 7	Amendments to the Classification and Measurement of Financial Instruments ³
Amendments to IFRS 9 and IFRS 7	Contracts Referencing Nature-dependent Electricity ³
Amendments to IFRS 10 and IAS 28	Sale or Contribution of Assets between an Investor and its Associate or Joint Venture ¹
Amendments to IFRS Accounting Standards	Annual Improvements to IFRS Accounting Standards - Volume 11 ³
Amendments to IAS 21	Lack of Exchangeability ²
IFRS 18	Presentation and Disclosure in Financial Statements ⁴

¹ Effective for annual periods beginning on or after a date to be determined

² Effective for annual periods beginning on or after 1 January 2025

³ Effective for annual periods beginning on or after 1 January 2026

⁴ Effective for annual periods beginning on or after 1 January 2027

Except for the adoption of the IFRS Accounting Standards mentioned below, the directors of the Company anticipate that the application of all other new and amendments to IFRS Accounting Standards will have no material impact on the consolidated financial statements in the foreseeable future.

IFRS 18 *Presentation and Disclosures in Financial Statements* ("IFRS 18")

IFRS 18 sets out requirements on presentation and disclosures in financial statements, will replace IAS 1 *Presentation of Financial Statements* ("IAS 1"). This new IFRS Accounting Standard, while carrying forward many of the requirements in IAS 1, introduces new requirements to present specified categories and defined subtotals in the statement of profit or loss; provide disclosures on management-defined performance measures in the notes to the financial statements and improve aggregation and disaggregation of information to be disclosed in the financial statements. In addition, some IAS 1 paragraphs have been moved to IAS 8 and IFRS 7. Minor amendments to IAS 7 *Statement of Cash Flows* and IAS 33 *Earnings per Share* are also made. IFRS 18, and amendments to other standards, will be effective for annual periods beginning on or after January 1, 2027, with early application permitted. The application of the new standard is expected to affect the presentation of the statement of profit or loss and disclosures in the future financial statements. The Group is in the process of assessing the detailed impact of IFRS 18 on the Group's consolidated financial statements.

3 Basis of preparation of consolidated financial statements and material accounting policy information

On November 1, 2023, the Company's shareholders approved a 1-for-15 reverse stock split of the Company's issued and unissued Class A ordinary shares and Class B ordinary shares, which was effected on November 14, 2023. The effect of the reverse stock split was to consolidate each 15 existing issued and outstanding share of \$0.0001 par value each in the Company, into one share of \$0.0015 par value each in the Company, with no change in authorized shares. The number of issued and outstanding ordinary shares, including shares reserved for issuance, was reduced from approximately 181.8 million ordinary shares to approximately 12.2 million ordinary shares. 35,755 ordinary shares were issued in connection with the reverse stock split as no fractional shares were issued in connection, and a shareholder who would otherwise be entitled to receive a fractional share received a whole share. All issued and unissued ordinary shares contained in the consolidated financial statements have been retroactively adjusted to reflect the reverse split for all periods presented.

Basis of preparation of consolidated financial statements

These consolidated financial statements have been prepared in accordance with IFRS Accounting Standards.

The material accounting policies adopted are set out below.

Going concern

The directors of the Company have, at the time of approving the consolidated financial statements, a reasonable expectation that the Group has adequate resources to continue in operational existence for the foreseeable future. Thus, the Group has applied the going concern basis of accounting in preparing the consolidated financial statements.

Material accounting policy information

Basis of consolidation

The consolidated financial statements incorporate the financial statements of the parent company and entities controlled by the Group made up to December 31 each year. Control is achieved when the Group:

- has power over the investee
- is exposed, or has rights, to variable returns from its involvement with the investee
- has the ability to use its power to affect its returns.

The Group reassesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control listed above.

When the Group has less than a majority of the voting rights of an investee, it considers that it has power over the investee when the voting rights are sufficient to give it the practical ability to direct the relevant activities of the investee unilaterally.

The Group considers all relevant facts and circumstances in assessing whether or not the group's voting rights in an investee are sufficient to give it power, including:

- the size of the group's holding of voting rights relative to the size and dispersion of holdings of the other vote holders
- potential voting rights held by the group, other vote holders or other parties
- rights arising from other contractual arrangements
- any additional facts and circumstances that indicate that the group has, or does not have, the current ability to direct the relevant activities at the time that decisions need to be made, including voting patterns at previous shareholders' meetings.

Consolidation of a subsidiary begins when the Group obtains control over the subsidiary and ceases when the Group loses control of the subsidiary. Specifically, the results of subsidiaries acquired or disposed of during the year are included in profit or loss from the date the Group gains control until the date when the Group ceases to control the subsidiary.

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

Where necessary, adjustments are made to the financial statements of subsidiaries to bring the accounting policies used into line with the Group's accounting policies.

All intra-group assets and liabilities, equity, income, expenses and cash flows relating to transactions between the members of the Group are eliminated on consolidation.

Non-controlling interests in subsidiaries are identified separately from the group's equity therein. Those interests of non-controlling shareholders that are present ownership interests entitling their holders to a proportionate share of net assets upon liquidation may initially be measured at fair value or at the non-controlling interests' proportionate share of the fair value of the acquiree's identifiable net assets. The choice of measurement is made on an acquisition-by-acquisition basis. Other non-controlling interests are initially measured at fair value. Subsequent to acquisition, the carrying amount of non-controlling interests is the amount of those interests at initial recognition plus the non-controlling interests' share of subsequent changes in equity.

Profit or loss and each component of other comprehensive income are attributed to the owners of the parent company and to the non-controlling interests. Total comprehensive income of the subsidiaries is attributed to the owners of the parent company and to the non-controlling interests even if this results in the non-controlling interests having a deficit balance.

Changes in the Group's interests in subsidiaries that do not result in a loss of control are accounted for as equity transactions. The carrying amount of the Group's interests and the non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiaries. Any difference between the amount by which the non-controlling interests are adjusted and the fair value of the consideration paid or received is recognized directly in equity and attributed to the owners of the parent company.

When the group loses control of a subsidiary, the gain or loss on disposal recognized in profit or loss is calculated as the difference between (i) the aggregate of the fair value of the consideration received and the fair value of any retained interest and (ii) the previous carrying amount of the assets (including goodwill), less liabilities of the subsidiary and any non-controlling interests. All amounts previously recognized in other comprehensive income in relation to that subsidiary are accounted for as if the group had directly disposed of the related assets or liabilities of the subsidiary (i.e. reclassified to profit or loss or transferred to another category of equity as required/permitted by applicable IFRS Accounting Standards). The fair value of any investment retained in the former subsidiary at the date when control is lost is regarded as the fair value on initial recognition for subsequent accounting under IFRS 9 *Financial Instruments* when applicable, or the cost on initial recognition of an investment in an associate or a joint venture.

Business combinations

Acquisitions of businesses are accounted for using the acquisition method. The consideration transferred in a business combination is measured at fair value, which is calculated as the sum of the acquisition-date fair values of assets transferred by the Group, liabilities incurred by the Group to the former owners of the acquiree and the equity interest issued by the Group in exchange for control of the acquiree. Acquisition-related costs are recognized in profit or loss as incurred.

At the acquisition date, the identifiable assets acquired and the liabilities assumed are recognized at their fair value at the acquisition date.

Goodwill is measured as the excess of the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree over the net of the acquisition-date amounts of the identifiable assets acquired and the liabilities assumed.

Goodwill

Goodwill is initially recognized and measured as set out above.

Goodwill is not amortized but is reviewed for impairment at least annually. For the purpose of impairment testing, goodwill is allocated to each of the Group's cash-generating units (or groups of cash-generating units) expected to benefit from the synergies of the combination. Cash-generating units to which goodwill has been allocated are tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash-generating unit is less than the carrying amount of the unit, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro-rata on the basis of the carrying amount of each asset in the unit. An impairment loss recognized for goodwill is not reversed in a subsequent period.

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

On disposal of a cash-generating unit, the attributable amount of goodwill is included in the determination of the profit or loss on disposal.

Interests in equity-accounted investees

An associate is an entity over which the group has significant influence and that is neither a subsidiary nor an interest in a joint venture. Significant influence is the power to participate in the financial and operating policy decisions of the investee but is not control or joint control over those policies.

A joint venture is a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the joint arrangement. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require unanimous consent of the parties sharing control.

The results and assets and liabilities of associates or joint ventures are incorporated in these financial statements using the equity method of accounting, except when the investment is classified as held for sale, in which case it is accounted for in accordance with IFRS 5.

Under the equity method, an investment in an associate or a joint venture is recognized initially in the consolidated statement of financial position at cost and adjusted thereafter to recognize the Group's share of the profit or loss and other comprehensive income of the associate or joint venture. When the Group's share of losses of an associate or a joint venture exceeds the Group's interest in that associate or joint venture (which includes any long-term interests that, in substance, form part of the Group's net investment in the associate or joint venture), the Group discontinues recognizing its share of further losses. Additional losses are recognized only to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the associate or joint venture.

An investment in an associate or a joint venture is accounted for using the equity method from the date on which the investee becomes an associate or a joint venture. On acquisition of the investment in an associate or a joint venture, any excess of the cost of the investment over the Group's share of the net fair value of the identifiable assets and liabilities of the investee is recognized as goodwill, which is included within the carrying amount of the investment.

If there is objective evidence that the Group's net investment in an associate or joint venture is impaired, the requirements of IAS 36 *Impairment of Assets* are applied to determine whether it is necessary to recognize any impairment loss with respect to the Group's investment. When necessary, the entire carrying amount of the investment (including goodwill) is tested for impairment in accordance with IAS 36 as a single asset by comparing its recoverable amount (higher of value in use and fair value less costs of disposal) with its carrying amount. Any impairment loss recognized is not allocated to any asset, including goodwill that forms part of the carrying amount of the investment. Any reversal of that impairment loss is recognized in accordance with IAS 36 to the extent that the recoverable amount of the investment subsequently increases.

When the Group reduces its ownership interest in an associate or a joint venture but the group continues to use the equity method, the Group reclassifies to profit or loss the proportion of the gain or loss that had previously been recognized in other comprehensive income relating to that reduction in ownership interest if that gain or loss would be reclassified to profit or loss on the disposal of the related assets or liabilities.

The Group applies IFRS 9, including the impairment requirements, to long-term interests in an associate or joint venture to which the equity method is not applied and which form part of the net investment in the investee.

Revenue recognition

The Group recognizes revenue from the following major products:

- sale of consumer health products;
- provision of genetic testing services;
- provision of fulfillment and distribution services of sports nutrition products; and
- provision of precision oncology services.

Revenue is measured based on the consideration to which the Group expects to be entitled in a contract with a customer and excludes amounts collected on behalf of third parties. The Group recognizes revenue when it transfers control over a product or service to customer. An asset is transferred when the customer obtains control of the asset.

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

The Group transfers control of a good or service at a point in time unless one of the following overtime criteria is met:

- (a) the customer simultaneously receives and consumes the benefits provided as the Group performs;
- (b) the Group's performance creates or enhances an asset that the customer controls as the asset is created or enhanced; or
- (c) the Group's performance does not create an asset with an alternative use and the Group has an enforceable right to payment for performance completed to date.

Sales of consumer health products

The Group sells consumer health products directly to the consumer, who is also the customer. Revenue is recognized when control of the goods has transferred, being at the point the goods are delivered to the customer. Delivery occurs when the goods have been shipped to the customer's specific location. Revenue is recorded net of discount. When the customer initially purchases the goods online the transaction price received by the Group is recognized as a contract liability until the goods have been delivered to the customer. There exists a 30-day right of return on orders and the Group recognized as a deposit liabilities.

Provision of fulfillment and distribution services

The Group sells sports nutrition products typically satisfies its performance obligations for sales of goods as goods are delivered and control of the goods transfers to the customer. Sales of products by the Group may include fees for shipping and handling.

The Group satisfies its performance obligations for fulfillment and distribution services at a point in time typically when the customer's goods are delivered to the named destination. The Group provides services for storage, packaging, receiving, and in-bound freight management and satisfies those performance obligations over-time.

Provision of genetic testing and precision oncology services

The Group provides i) genetic testing services to individuals and corporates for their employees and customers; and ii) diagnostic services which are precision oncology services.

The Group collects consideration for genetic testing services to individuals and corporations upfront, and such consideration received usually becomes non-refundable up to 30 days from the date of delivery of the kits to individuals and corporations, or the date of purchase. Revenue is recorded net of discount. The upfront consideration received is initially recognized as deposit liabilities and subsequently reclassified to contract liabilities when the amount becomes non-refundable. Such amount does not include any variable consideration.

The Group collects consideration for precision oncology services to patient from public hospitals upfront, and such consideration received usually becomes non-refundable from the date of receipt of patients' specimen, or the date of purchase. The upfront consideration received is recognized as contract liabilities when the amount becomes non-refundable. Such amount does not include any variable consideration.

The Group determines that its sales contracts do not have a significant financing component when the upfront consideration becomes non-refundable as customers have discretion to decide when the tests are performed during the contract term.

Performance obligations

Generally, the Group fulfilled its performance obligations for genetic testing and precision oncology services at a point in time upon delivery of the testing results or reports to customers or patients.

Revenue breakage

Provision of genetic testing services require individuals to provide specimen samples to the Group before it can proceed with the necessary laboratory procedures. Sales contracts relating to testing kits sold directly to individuals normally require specimen samples to be sent back to the Group within one year (the "sample return period") from the date of purchase depending on the jurisdictions in which the kits are purchased by customers. If these customers do not return their specimen samples within the sample return period, the Group has no further obligation to provide the service. Sales contracts relating to kits sold to corporations normally do not include specified sample return periods.

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

The Group generally has sufficient and relevant historical experience for other sales contracts such that the Group expects to be entitled to a breakage amount in relation to non-refundable and unexercised rights. For these sales contracts, the Group estimates and recognizes the expected breakage amount as revenue in proportion to the pattern of rights exercised by customers on a portfolio basis to the extent that it is considered highly probable that a significant reversal will not occur in the future.

The Group updates its breakage estimate regularly and if necessary, adjusts the deferred revenue balance accordingly. If actual return patterns vary from the estimate, actual breakage revenue may differ from the amounts recorded. The Group recognized breakage revenue from unreturned testing kits of \$182, \$503 and \$230 for the years ended December 31, 2024, 2023 and 2022, respectively.

Leases

The Group as lessee

The Group assesses whether a contract is, or contains, a lease, at inception of the contract. The Group recognizes a right-of-use asset and a corresponding lease liability with respect to all lease arrangements in which it is the lessee, except for short-term leases (defined as leases with a lease term of 12 months or less) and leases of low value assets, including IT equipment. For these leases, the Group recognizes the lease payments as an operating expense on a straight-line basis over the term of the lease unless another systematic basis is more representative of the time pattern in which economic benefits from the leased assets are consumed. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted by using the rate implicit in the lease. If this rate cannot be readily determined, the group uses its incremental borrowing rate.

The Group determines its incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and type of the asset leased and the lease does not benefit from a guarantee from the Group.

Lease payments included in the measurement of the lease liability comprise fixed lease payments (including in-substance fixed payments).

The lease liability is subsequently measured by reducing the carrying amount to reflect the lease payments made.

The right-of-use assets comprise the initial measurement of the corresponding lease liability, lease payments made at or before the commencement day, less any lease incentives received and any initial direct costs. They are subsequently measured at cost less accumulated depreciation and impairment losses.

Whenever the group incurs an obligation for costs to dismantle and remove a leased asset, restore the site on which it is located or restore the underlying asset to the condition required by the terms and conditions of the lease, a provision is recognized and measured under IAS 37. To the extent that the costs relate to a right-of-use asset, the costs are included in the related right-of-use asset.

Right-of-use assets are depreciated over the shorter period of lease term and useful life of the right-of-use asset.

The Group applies IAS 36 to determine whether a right-of-use asset is impaired and accounts for any identified impairment loss as described in the 'Property, Plant and Equipment' policy.

The Group presents right-of-use assets that do not meet the definition of investment property in 'property, plant and equipment' and lease liabilities in 'lease liabilities' in the statement of financial position.

Foreign currencies

In preparing the financial statements of the group entities, transactions in currencies other than the entity's functional currency (foreign currencies) are recognized at the rates of exchange prevailing on the dates of the transactions. At each reporting date, monetary assets and liabilities that are denominated in foreign currencies are retranslated at the rates prevailing at that date. Non-monetary items carried at fair value that are denominated in foreign currencies are translated at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.

Exchange differences are recognized in profit or loss in the period in which they arise.

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

For the purpose of presenting consolidated financial statements, the assets and liabilities of the Group's foreign operations are translated at exchange rates prevailing on the reporting date. Income and expense items are translated at the average exchange rates for the period, unless exchange rates fluctuate significantly during that period, in which case the exchange rates at the date of transactions are used. Exchange differences arising, if any, are recognized in other comprehensive income and accumulated in a translation reserve.

On the disposal of a foreign operation (i.e. a disposal of the Group's entire interest in a foreign operation), all of the exchange differences accumulated in a translation reserve in respect of that operation attributable to the owners of the parent company are reclassified to profit or loss.

Goodwill and fair value adjustments arising on the acquisition of a foreign entity are treated as assets and liabilities of the foreign entity and translated at the closing rate. Exchange differences arising are recognized in other comprehensive income.

Employee benefits

Defined contribution plans

Obligations for contributions to defined contribution plans are expensed as the related service is provided.

Short-term employee benefits

A liability is recognized for benefits accruing to employees in respect of salaries and annual leave in the period the related service is rendered at the undiscounted amount of the benefits expected to be paid in exchange for that service.

Liabilities recognized in respect of short-term employee benefits are measured at the undiscounted amount of the benefits expected to be paid in exchange for the related service.

Taxation

The income tax expense represent the sum of current and deferred income tax expense.

Current tax

The tax currently payable is based on taxable profit for the year. Taxable profit differs from net profit as reported in profit or loss because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable or deductible. The Group's liability for current tax is calculated using tax rates that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax

Deferred tax is the tax expected to be payable or recoverable on differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit, and is accounted for using the liability method. Deferred tax liabilities are generally recognized for all taxable temporary differences and deferred tax assets are recognized to the extent that it is probable that taxable profits will be available against which deductible temporary differences can be utilized.

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax is calculated at the tax rates that are expected to apply in the period when the liability is settled or the asset is realized based on tax laws and rates that have been enacted or substantively enacted at the reporting date.

The measurement of deferred tax liabilities and assets reflects the tax consequences that would follow from the manner in which the group expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities.

Deferred tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the group intends to settle its current tax assets and liabilities on a net basis.

Current and deferred tax are recognized in profit or loss.

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

Loss per share

Basic loss per share is computed by dividing net loss attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the year. Diluted loss per share reflect the potential dilution that could occur if securities or other contracts to issue ordinary shares were exercised or converted into ordinary shares.

Property, plant and equipment

Items of property, plant and equipment are measured at cost less accumulated depreciation and any accumulated impairment losses.

If significant parts of an item of property, plant and equipment have different useful lives, then they are accounted for as separate items of property, plant and equipment.

Any gain or loss on disposal of an item of property, plant and equipment is recognized in profit or loss.

Subsequent expenditure is capitalized only if it is probable that the future economic benefits associated with the expenditure will flow to the Group.

Depreciation is calculated to write off the cost of items of property, plant and equipment less their estimated residual values using the straight-line method over their estimated useful lives, and is recognized in profit or loss.

The estimated useful lives of property, plant and equipment for current and comparative periods are as follows:

– Properties leased for own use	Over the unexpired lease period
– Office equipment leased for own use	Over the unexpired lease period
– Leasehold improvements	Shorter period of the lease term or the useful life
– Fixtures and furniture	3 - 5 years
– Office and lab equipment	3 - 5 years
– Computer equipment	3 years
– Motor vehicles	3 - 5 years
– Manufacturing equipment	3 - 5 years

Depreciation methods, useful lives and residual values are reviewed at each reporting date and adjusted if appropriate.

An item of property, plant and equipment is derecognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in profit or loss.

Intangible assets acquired separately

Research and development

Expenditure on research activities is recognized in profit or loss as incurred.

Other intangible assets

Other intangible assets, including website and mobile apps, trademark and technology and product development cost, computer software and customer relationship, that are acquired by the Group and have finite useful lives are measured at cost less accumulated amortization and any accumulated losses.

Subsequent expenditure is capitalized only when it increases the future economic benefits embodied in the specific asset to which it relates.

Amortization is calculated to write off the cost of intangible assets less their estimated residual values using the straight-line method over their estimated useful lives, and is recognized in profit or loss. Goodwill is not amortized.

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

The estimated useful lives for current and comparative periods are as follows:

– Website and mobile apps	2 years
– Trademark and technology	10 - 20 years
– Products development cost	3 years
– Computer software	3 years
– Customer relationship	10 years

Amortization methods, useful lives and residual values are reviewed at each reporting date and adjusted if appropriate.

An intangible asset is derecognized on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of an intangible asset, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognized in profit or loss when the asset is derecognized.

Impairment on property, plant and equipment, intangible assets and right-of-use assets

At the end of each reporting period, the Group reviews the carrying amounts of its property, plant and equipment and right-of-use assets with finite useful lives to determine whether there is any indication that these assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the relevant asset is estimated in order to determine the extent of the impairment loss (if any).

The recoverable amount of property, plant and equipment and right-of-use assets are estimated individually. When it is not possible to estimate the recoverable amount individually, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs.

In testing a cash-generating unit for impairment, corporate assets are allocated to the relevant cash-generating unit when a reasonable and consistent basis of allocation can be established, or otherwise they are allocated to the smallest group of cash generating units for which a reasonable and consistent allocation basis can be established. The recoverable amount is determined for the cash-generating unit or group of cash-generating units to which the corporate asset belongs, and is compared with the carrying amount of the relevant cash-generating unit or group of cash-generating units.

Recoverable amount is the higher of fair value less costs of disposal and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset (or a cash-generating unit) for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (or a cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or a cash-generating unit) is reduced to its recoverable amount. For corporate assets or portion of corporate assets which cannot be allocated on a reasonable and consistent basis to a cash-generating unit, the Group compares the carrying amount of a group of cash-generating units, including the carrying amounts of the corporate assets or portion of corporate assets allocated to that group of cash-generating units, with the recoverable amount of the group of cash-generating units. In allocating the impairment loss, the impairment loss is allocated first to reduce the carrying amount of any goodwill (if applicable) and then to the other assets on a pro-rata basis based on the carrying amount of each asset in the unit or the group of cash-generating units. The carrying amount of an asset is not reduced below the highest of its fair value less costs of disposal (if measurable), its value in use (if determinable) and zero. The amount of the impairment loss that would otherwise have been allocated to the asset is allocated pro rata to the other assets of the unit or the group of cash-generating units. An impairment loss is recognized immediately in profit or loss.

Where an impairment loss subsequently reverses, the carrying amount of the asset (or cash-generating unit or a group of cash-generating units) is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or a cash-generating unit or a group of cash-generating units) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

Inventories

Inventories are stated at the lower of cost and net realizable value. Cost is based on the first-in,first-out allocation method.

Cash and cash equivalents

In the consolidated statement of financial position, cash and cash equivalents are comprised of cash (i.e. cash on hand and on-demand deposits) and cash equivalents. Cash equivalents are short-term (generally with original maturity of three months or less), highly liquid investments that are readily convertible to a known amount of cash and which are subject to an insignificant risk of changes in value. Cash equivalents are held for the purpose of meeting short-term cash commitments rather for investment or other purposes.

For the purposes of the statement of cash flows, cash and cash equivalents consist of cash and cash equivalents as defined above.

Financial instruments

Financial assets and financial liabilities are recognized in the Group's consolidated statement of financial position when the Group becomes a party to the contractual provisions of the instrument.

Financial assets and financial liabilities are initially measured at fair value, except for trade receivables that do not have a significant financing component which are measured at transaction price. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit or loss ("FVTPL")) are added to or deducted from the fair value of the financial assets or financial liabilities, as appropriate, on initial recognition.

Financial assets

All regular way purchases or sales of financial assets are recognized and derecognized on a trade date basis. Regular way purchases or sales are purchases or sales of financial assets that require delivery of assets within the time frame established by regulation or convention in the marketplace.

All recognized financial assets are measured subsequently in their entirety at either amortized cost or fair value, depending on the classification of the financial assets.

Classification of financial assets

Debt instruments that meet the following conditions are measured subsequently at amortized cost:

- the financial asset is held within a business model whose objective is to hold financial assets in order to collect contractual cash flows
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

By default, all other financial assets are measured subsequently at FVTPL.

(i) Amortized cost and effective interest method

The effective interest method is a method of calculating the amortized cost of a debt instrument and of allocating interest income over the relevant period.

For financial assets other than purchased or originated credit-impaired financial assets (i.e. assets that are credit-impaired on initial recognition), the effective interest rate is the rate that exactly discounts estimated future cash flows (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) excluding expected credit losses, through the expected life of the debt instrument, or, where appropriate, a shorter period, to the gross carrying amount of the debt instrument on initial recognition. For purchased or originated credit-impaired financial assets, a credit-adjusted effective interest rate is calculated by discounting the estimated future cash flows, including expected credit losses, to the amortized cost of the debt instrument on initial recognition.

The amortized cost of a financial asset is the amount at which the financial asset is measured at initial recognition minus the principal repayments, plus the cumulative amortization using the effective interest method of any difference between that initial amount and the maturity amount, adjusted for any loss allowance. The gross carrying amount of a financial asset is the amortized cost of a financial asset before adjusting for any loss allowance.

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

(ii) *Financial assets at FVTPL*

Financial assets that do not meet the criteria for being measured at amortized cost are measured at FVTPL.

Financial assets at FVTPL are measured at fair value at the end of each reporting period, with any fair value gains or losses recognized in profit or loss. The net gain or loss recognized in profit or loss includes any dividend or interest earned on the financial asset and is included in the 'other income and other net gains' line item.

Business model assessment of financial assets

The business models of the Group are as follows.

Held to collect

The Group holds financial assets which arise from its principal operations. The objective of the business model for these financial instruments is to collect the amounts due from the Group's receivables and to earn contractual interest income on the amounts collected.

Assessment whether contractual cash flows are solely payments of principal and interest of financial assets

In assessing whether the contractual cash flows are solely payments of principal and interest ("SPPI"), the Group considers the contractual terms of the instrument. This includes assessing whether the financial asset contains a contractual term that could change the timing or amount of contractual cash flows such that it would not meet this condition. In making this assessment, the Group considers:

- contingent events that would change the amount or timing of cash flows;
- terms that may adjust the contractual coupon rate, including variable-rate features;
- prepayment and extension features; and
- terms that limit the Group's claim to cash flows from specified assets (e.g. non-recourse features).

A prepayment feature is consistent with the SPPI criterion if the prepayment amount substantially represents unpaid amounts of principal and interest on the principal amount outstanding.

Impairment of financial assets

The Group recognizes a loss allowance for expected credit losses on trade receivables, other receivables, amount due from a related company, amounts due from equity-accounted investees and cash and cash equivalent. The amount of expected credit losses is updated at each reporting date to reflect changes in credit risk since initial recognition of the respective financial instrument.

The Group always recognizes lifetime expected credit losses ("ECL") for trade receivables. The expected credit losses on these financial assets are estimated using a provision matrix based on the Group's historical credit loss experience, adjusted for factors that are specific to the debtors, general economic conditions and an assessment of both the current as well as the forecast direction of conditions at the reporting date, including time value of money where appropriate.

For all other financial instruments, the Group recognizes lifetime ECL when there has been a significant increase in credit risk since initial recognition. However, if the credit risk on the financial instrument has not increased significantly since initial recognition, the Group measures the loss allowance for that financial instrument at an amount equal to 12-month ECL.

Lifetime ECL represents the expected credit losses that will result from all possible default events over the expected life of a financial instrument. In contrast, 12-month ECL represents the portion of lifetime ECL that is expected to result from default events on a financial instrument that are possible within 12 months after the reporting date.

(i) *Significant increase in credit risk*

In assessing whether the credit risk on a financial instrument has increased significantly since initial recognition, the group compares the risk of a default occurring on the financial instrument at the reporting date with the risk of a default occurring on the financial instrument at the date of initial recognition. In making this assessment, the Group considers both quantitative and qualitative information that is reasonable and supportable, including historical experience and forward-looking information that is available without undue cost or effort. Forward-looking information considered includes the future prospects of the industries in which the Group's debtors operate, obtained from economic expert reports, financial analysts, governmental bodies, relevant think-tanks and other similar

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

organizations, as well as consideration of various external sources of actual and forecast economic information that relate to the Group's core operations.

In particular, the following information is taken into account when assessing whether credit risk has increased significantly since initial recognition:

- an actual or expected significant deterioration in the financial instrument's external (if available) or internal credit rating
- significant deterioration in external market indicators of credit risk for a particular financial instrument, e.g. a significant increase in the credit spread, the credit default swap prices for the debtor, or the length of time or the extent to which the fair value of a financial asset has been less than its amortized cost
- existing or forecast adverse changes in business, financial or economic conditions that are expected to cause a significant decrease in the debtor's ability to meet its debt obligations
- an actual or expected significant deterioration in the operating results of the debtor
- significant increases in credit risk on other financial instruments of the same debtor
- an actual or expected significant adverse change in the regulatory, economic, or technological environment of the debtor that results in a significant decrease in the debtor's ability to meet its debt obligations.

Irrespective of the outcome of the above assessment, the Group has reasonable and supportable information to rebut the presumption that the credit risk on a financial asset has increased significantly since initial recognition when contractual payments are more than 30 days past due.

Despite the foregoing, the Group assumes that the credit risk on a financial instrument has not increased significantly since initial recognition if the financial instrument is determined to have low credit risk at the reporting date. A financial instrument is determined to have low credit risk if:

- the financial instrument has a low risk of default
- the debtor has a strong capacity to meet its contractual cash flow obligations in the near term
- adverse changes in economic and business conditions in the longer term may, but will not necessarily, reduce the ability of the borrower to fulfil its contractual cash flow obligations.

The Group considers a financial asset to have low credit risk when the asset has external credit rating of 'investment grade' in accordance with the globally understood definition or if an external rating is not available, the asset has an internal rating of 'performing'. Performing means that the counterparty has a strong financial position and there are no past due amounts.

The Group regularly monitors the effectiveness of the criteria used to identify whether there has been a significant increase in credit risk and revises them as appropriate to ensure that the criteria are capable of identifying significant increase in credit risk before the amount becomes past due.

(ii) *Definition of default*

The Group considers the following as constituting an event of default for internal credit risk management purposes as historical experience indicates that financial assets that meet either of the following criteria are generally not recoverable:

- when there is a breach of financial covenants by the debtor
- information developed internally or obtained from external sources indicates that the debtor is unlikely to pay its creditors, including the Group, in full (without taking into account any collateral held by the Group).

Irrespective of the above analysis, the Group considers that default has occurred when a financial asset is more than 90 days past due unless the Group has reasonable and supportable information to demonstrate that a more lagging default criterion is more appropriate.

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

(iii) *Credit-impaired financial assets*

A financial asset is credit-impaired when one or more events that have a detrimental impact on the estimated future cash flows of that financial asset have occurred. Evidence that a financial asset is credit-impaired includes observable data about the following events:

- significant financial difficulty of the issuer or the borrower
- a breach of contract, such as a default or past due event
- the lender(s) of the borrower, for economic or contractual reasons relating to the borrower's financial difficulty, having granted to the borrower a concession(s) that the lender(s) would not otherwise consider
- it is becoming probable that the borrower will enter bankruptcy or other financial reorganization
- the disappearance of an active market for that financial asset because of financial difficulties.

(iv) *Write-off policy*

The Group writes off a financial asset when there is information indicating that the debtor is in severe financial difficulty and there is no realistic prospect of recovery, e.g. when the debtor has been placed under liquidation or has entered into bankruptcy proceedings, or in the case of trade receivables, when the amounts are over 180 days past due, whichever occurs sooner. Financial assets written off may still be subject to enforcement activities under the group's recovery procedures, taking into account legal advice where appropriate. Any recoveries made are recognized in profit or loss.

(v) *Measurement and recognition of expected credit losses*

The measurement of expected credit losses is a function of the probability of default, loss given default (i.e. the magnitude of the loss if there is a default) and the exposure at default. The assessment of the probability of default and loss given default is based on historical data adjusted by forward-looking information as described above. As for the exposure at default, for financial assets, this is represented by the assets' gross carrying amount at the reporting date.

For financial assets, the expected credit loss is estimated as the difference between all contractual cash flows that are due to the Group in accordance with the contract and all the cash flows that the Group expects to receive, discounted at the original effective interest rate.

If the Group has measured the loss allowance for a financial instrument at an amount equal to lifetime ECL in the previous reporting period, but determines at the current reporting date that the conditions for lifetime ECL are no longer met, the Group measures the loss allowance at an amount equal to 12-month ECL at the current reporting date, except for assets for which the simplified approach was used.

The Group recognizes an impairment gain or loss in profit or loss for all financial instruments with a corresponding adjustment to their carrying amount through a loss allowance account.

Derecognition of financial assets

The Group derecognized a financial asset only when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity. If the Group neither transfers nor retains substantially all the risks and rewards of ownership and continues to control the transferred asset, the Group recognizes its retained interest in the asset and an associated liability for amounts it may have to pay. If the Group retains substantially all the risks and rewards of ownership of a transferred financial asset, the Group continues to recognize the financial asset and also recognizes a collateralized borrowing for the proceeds received.

On derecognition of a financial asset measured at amortized cost, the difference between the asset's carrying amount and the sum of the consideration received and receivable is recognized in profit or loss.

Financial liabilities and equity

Classification as debt or equity

Debt and equity instruments are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

3 Basis of preparation of consolidated financial statements and material accounting policy information (continued)

Financial liabilities

All financial liabilities are measured subsequently at amortized cost using the effective interest method or at FVTPL.

Derecognition of financial liabilities

The Group derecognized financial liabilities when, and only when, the Group's obligations are discharged, cancelled or have expired. The difference between the carrying amount of the financial liability derecognized and the consideration paid and payable is recognized in profit or loss.

Liabilities for puttable financial instrument

Liabilities for puttable financial instrument are an obligation arising from put options written to non-controlling shareholders of subsidiaries, which will be settled based on the fair value of the shares held by the non-controlling shareholders, results in a gross financial liability. The gross financial liability is initially recognized and measured at amortize cost with the corresponding debit to the "other reserve". In subsequent periods, the changes of fair value is recognized in 'other reserve'.

Share-based payments

The grant-date fair value of equity-settled share-based payment arrangements granted to certain employees, directors and third parties is generally recognized as an expense, with a corresponding increase in equity, over the vesting period of the RSUs. The amount recognized as an expense is adjusted to reflect the number of RSUs for which the related service and non-market performance conditions are expected to be met, such that the amount ultimately recognized is based on the number RSUs that meet the related service and non-market performance conditions at the vesting date.

Equity-settled share-based payment transactions with parties other than employees are measured at the fair value of services received, except where that fair value cannot be estimated reliably, in which case they are measured at the fair value of the equity instruments granted, measured at the date the counterparty renders the service. The fair values of the services received are recognized as expenses (unless the goods or services qualify for recognition as assets).

Discontinued operation

A discontinued operation is a component of the Group's business, the operations and cash flows of which can be clearly distinguished from the rest of the Group and which:

- represents a separate major line of business or geographic area of operations;
- is a part of a single co-ordinated plan to dispose of a separate major line of business or geographic area of operations; or
- is a subsidiary acquired exclusively with a view to resale.

Classification as a discontinued operation occurs at the earlier of disposal or when the operation meets the criteria to be classified as held-for-sale.

When an operation is classified as a discontinued operation, the comparative statement of profit or loss and other comprehensive income is re-presented as if the operation had been discontinued from the start of the comparative year.

4 Key sources of estimation uncertainty

The key assumptions concerning the future, and other key sources of estimation uncertainty at the reporting period that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are discussed below.

Fair value measurements and valuation processes

Certain Group's accounting policies and disclosures require the measurement of fair values, for both financial and non-financial assets and liabilities.

The Group assigned its finance team to oversee all significant fair value measurements, including Level 3 fair values, and reports directly to the chief financial officer.

4 Key sources of estimation uncertainty (continued)

The finance team regularly reviews significant unobservable inputs and valuation adjustments. If third party information, such as broker quotes or pricing services, is used to measure fair values, then the finance team assesses the evidence obtained from the third parties to support the conclusion that these valuations meet the requirements of the IFRS Accounting Standards, including the level in the fair value hierarchy in which the valuations should be classified.

Significant valuation issues are reported to the Group's audit committee.

When measuring the fair value of an asset or a liability, the Group uses observable market data as far as possible. Fair values are categorized into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows.

- *Level 1*: quoted prices (unadjusted) in active markets for identical assets or liabilities.
- *Level 2*: inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).
- *Level 3*: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement.

The Group recognizes transfers between levels of the fair value hierarchy at the end of the reporting period during which the change has occurred.

Further information about the assumptions made in measuring fair values is included in the following notes:

- Note 30: equity-settled share-based transactions;
- Note 32(B): financial instruments; and
- Note 34: acquisition of ACT Genomics and Europa.

Estimated impairment of goodwill

Determining whether goodwill is impaired requires an estimation of the recoverable amount of the cash-generating unit (or group of cash-generating units) to which goodwill has been allocated, which is the higher of the value in use or fair value less costs of disposal. The Group has engaged an independent qualified professional valuer to perform such valuation.

The value in use calculation requires the Group to estimate the future cash flows with key assumption including budgeted sales of the "cash generating units" ("CGU") expected to arise from the CGU and a suitable discount rate in order to calculate the present value. Where the actual future cash flows are less than expected, or change in facts and circumstances which results in downward revision of future cash flows or upward revision of discount rate, a material impairment loss or further impairment loss may arise.

The fair value less costs of disposal is determined based on direct comparison to estimate the fair value less costs of disposal of the assets which is based on the recent transaction prices for similar assets.

At December 31, 2024 and 2023, the carrying amounts of goodwill were approximately \$37,364 and \$29,170, respectively. Details of significant judgements and assumptions in the impairment assessment are disclosed in note 12.

5 Revenue

The Group derives its revenue from contracts with customers for the transfer of goods and services at a point in time and over time in the following major product lines. The disclosure of revenue by product line is consistent with the revenue information that is disclosed for each reportable segment under IFRS 8 *Operating Segments* ("IFRS 8") (see note 6).

Disaggregation of revenue

	2024	2023	2022
Continuing operations			
External revenue by product line			
Prevention - genetic testing	\$ 10,367	\$ 6,155	\$ 13,164
Consumer health - health and wellness solutions	370	—	—
Consumer health - sports distribution	5,199	—	—
Diagnostics - cancer treatment	14,685	15,588	—
	<u>\$ 30,621</u>	<u>\$ 21,743</u>	<u>\$ 13,164</u>
	2024	2023	2022
Continuing operations			
External revenue by timing of revenue			
Goods transferred at a point in time	\$ 3,967	\$ —	\$ —
Services transferred at a point in time	25,052	21,743	13,164
Services transferred overtime	1,602	—	—
	<u>\$ 30,621</u>	<u>\$ 21,743</u>	<u>\$ 13,164</u>

Revenue expected to be recognized in the future arising from contracts with customers in existence at the report date

At December 31, 2024, 2023 and 2022, the amount of service fee income allocated to the remaining performance obligations under the Group's existing contracts that are non-refundable is \$6,491, \$6,111 and \$5,674, respectively. The Group will recognize the expected revenue in the future when the performance obligations are fulfilled, which may be after one year from the end of the reporting period. Such amount does not include any variable consideration.

6 Segment Information

Products and services from which reportable segments derive their revenues

The Group manages its businesses by divisions, which are organized based on the nature of the products and services offered. For management purposes, the Group is divided into three reportable segments under IFRS 8, which align with how the Group's Chief Operating Decision Maker (the "CODM") reviews financial performance and allocates resources.

In the prior years, the Group had identified two operating segments, Prevention segment and Diagnostics segment. Upon acquisition of Europa and launch of IM8 products in 2024, the Company identified a new reportable segment, the Consumer Health segment.

The Group now operates its businesses in three reportable segments: (i) Prevention segment, (ii) Diagnostics segment and (iii) Consumer Health segment. The Group's reportable segments are as follows:

1. Prevention being the design and sale of genetic testing;
2. Diagnostics being the sale of precision oncology services; and
3. Consumer Health being provision of consumer health products, including health and wellness products, and fulfillment and distribution services of sports nutrition products.

The following is an analysis of the Group's revenue and gross profit from continuing operations by reportable segments. Performance is measured based on gross profit from continuing operations, as included in the internal management reports that are reviewed by the CODM:

	<i>Prevention</i>	<i>Diagnostics</i>	<i>Consumer Health</i>	<i>Unallocated</i>	<i>Total from continuing operations</i>
2024					
Revenue	\$ 10,367	\$ 14,685	\$ 5,569	\$ —	\$ 30,621
Gross profit	5,126	9,119	1,155	—	15,400
2023					
Revenue	6,155	15,588	n/a	—	21,743
Gross profit/(loss)	3,115	7,657	n/a	(1,942)	8,830
2022					
Revenue	13,164	—	n/a	—	13,164
Gross profit/(loss)	4,392	—	n/a	(774)	3,618

Unallocated direct costs represent the unallocated depreciation and amortization related to property, plant and equipment and intangible assets commonly used across segments, and certain staff costs commonly worked across segments.

Segment revenue from continuing operations reported above represents revenue generated from external customers. There were no inter-segment sales for the years ended December 31, 2022, 2023 and 2024.

No analysis of the Group's assets and liabilities by reportable segment is disclosed as they are not regularly provided to the CODM for review.

6 Segment Information (continued)

Segment gross profit represents the gross profit earned by each segment without allocation of certain direct costs associated with depreciation and amortization and certain staff costs commonly used across segments. This is the measure reported to the CODM for the purposes of resource allocation and performance assessment.

The following is the reconciliation of the reportable segments' gross profit from continuing operation to the loss before taxation for the years ended December 31, 2024, 2023 and 2022.

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Gross profit	\$ 15,400	\$ 8,830	\$ 3,618
Other income and other net gains	2,745	4,507	430
Selling and distribution expenses	(8,636)	(8,243)	(4,738)
Research and development expenses	(10,923)	(11,662)	(5,989)
Impairment loss of goodwill	—	(3,900)	—
Administrative and other operating expenses	(46,730)	(41,438)	(59,343)
Fair value loss on financial assets at fair value through profit or loss	(8,869)	(7,135)	(9,363)
Share-based payment on listing	—	—	(89,547)
Fair value loss on preference shares liabilities	—	—	(60,091)
Fair value gain on warrant liabilities	49	3,351	3,197
Gain on partial disposal of an equity-accounted investee	1,244	—	—
Share of loss of equity-accounted investees, net of tax	(1,779)	(859)	—
Other finance costs	(203)	(120)	(3,995)
Loss before taxation	<u>\$ (57,702)</u>	<u>\$ (56,669)</u>	<u>\$ (225,821)</u>

Revenues from major products and services

The Group's revenues from continuing operations from its major products and services are disclosed in note 5.

6 Segment Information (continued)**Geographical information**

Information about the Group's revenue from continuing operations from external customers is presented based on the location of the customers. Information about the Group's non-current assets is presented based on the geographical location of the assets.

Continuing operations

	<i>Revenue from external customers</i>			<i>Non-current assets</i>	
	<i>2024</i>	<i>2023</i>	<i>2022</i>	<i>2024</i>	<i>2023</i>
Hong Kong	\$ 14,266	\$ 8,964	\$ 13,164	\$ 120,421	\$ 147,559
The United States	5,511	—	—	1,054	—
United Kingdom	2,780	2,270	—	185	213
Taiwan	7,092	9,325	—	3,484	2,386
Rest of the world	972	1,184	—	1,180	954
	<u>\$ 30,621</u>	<u>\$ 21,743</u>	<u>\$ 13,164</u>	<u>\$ 126,324</u>	<u>\$ 151,112</u>

Non-current assets exclude those relating to discontinued operation, financial assets at fair value through profit or loss and deferred tax assets.

Information about major customers

No single customer from continuing operations contributed 10% or more to the Group's revenue from continuing operations in 2024, 2023 and 2022.

7 Other income and other net gains

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Continuing operations			
Government subsidies (note)	\$ —	\$ 108	\$ 535
Bank interest income	2,039	3,924	472
Dividend income	—	—	10
Net foreign exchange gains/(losses)	320	330	(663)
Sundry income	386	145	76
	<u>\$ 2,745</u>	<u>\$ 4,507</u>	<u>\$ 430</u>

Notes: The Group has recognized various subsidies granted by the governments in different jurisdictions, including:

- (i) funding support of \$72 and \$235 from the Employment Support Scheme (the “ESS”) under the Anti-epidemic Fund set up by The Government of Hong Kong Special Administrative Region during the years ended December 31, 2023 and 2022, respectively. The purpose of the funding was to provide financial support to enterprises to retain their employees who would otherwise be made redundant. Under the terms of the grant, the Group was required not to make redundancies during the subsidy period and to spend all the funding on paying wages to the employees; and
- (ii) funding support of \$36 and \$300 from the Job Creation Scheme from the Hong Kong Institute of Human Resource Management (the “HKIHRM”) under the Anti-epidemic Fund set up by The Government of Hong Kong Special Administrative Region during the years ended December 31, 2023 and 2022, respectively. Under the Job Creation Scheme, employers who are HKIHRM members which created job positions are eligible to apply for salary government grants.

8 Loss for the year

Loss for the year has been arrived at after charging:

(a) Other finance costs

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Continuing operations			
Interest expenses on lease liabilities (notes 13(a) and 25(b))	\$ 203	\$ 120	\$ 41
Interest expenses on trade financing (note 25(a))	—	—	173
Changes in the carrying amount of preference shares liabilities (note 26)	—	—	3,753
Other interest expenses	—	—	28
	<u>\$ 203</u>	<u>\$ 120</u>	<u>\$ 3,995</u>

8 Loss for the year (continued)**(b) Staff costs**

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Continuing operations			
Salaries, wages and other benefits	\$ 26,995	\$ 27,745	\$ 21,058
Contributions to defined contribution retirement plan	700	719	369
Equity-settled share-based payment expenses	7,361	10,496	25,914
	<u>\$ 35,056</u>	<u>\$ 38,960</u>	<u>\$ 47,341</u>
Represented by:			
Direct costs	\$ 602	\$ 1,998	\$ 283
Selling and distribution expenses	3,781	3,891	1,594
Research and development expenses	9,537	10,226	5,637
Administrative and other operating expenses	21,136	22,845	39,827
Total staff costs	<u>\$ 35,056</u>	<u>\$ 38,960</u>	<u>\$ 47,341</u>

(c) Other items

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Continuing operations			
Cost of inventories (note 17)	\$ 10,424	\$ 6,321	\$ 7,130
Depreciation of (note 13)			
- property, plant and equipment	1,964	2,995	1,069
- right-of-use assets	2,052	1,761	950
Amortization of intangible assets (note 14)	1,913	1,915	58
Write-off on property, plant and equipment	558	331	—
Auditor's remuneration	1,244	1,244	1,319
Freight and delivery charges	2,437	1,064	1,503
<i>Total depreciation and amortization charges represented by:</i>			
Direct costs	\$ 944	\$ 1,436	\$ 502
Research and development expenses	376	584	132
Administrative and other operating expenses	4,609	4,651	1,443
Total depreciation and amortization charges	<u>\$ 5,929</u>	<u>\$ 6,671</u>	<u>\$ 2,077</u>

9 Income tax credit

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Continuing operations			
Current tax - Hong Kong Profits Tax			
Overprovisions related to prior years	\$ (7,321)	\$ (23)	\$ —
Current tax - Overseas			
Current year	(87)	70	35
Deferred tax			
Origination and reversal of temporary differences	(466)	(316)	(280)
Tax credit	<u>\$ (7,874)</u>	<u>\$ (269)</u>	<u>\$ (245)</u>

The provision for Hong Kong Profits Tax is calculated by applying the estimated annual effective tax rate of 16.5% for years ended December 31, 2024 and 2023, except for one subsidiary of the Group which is a qualifying corporation under the two-tiered Profits Tax rate regime. No provision has been made for Hong Kong Profits Tax for the year ended December 31, 2022 as the subsidiary in Hong Kong had unutilized tax loss to set-off against taxable income.

Taiwan Income Tax is calculated at 20% of the estimated assessable profit when such amount is above New Taiwan dollar 120,000 for the years ended December 31, 2024, 2023 and 2022.

The U.S. federal tax rate is 21% for the year ended December 31, 2024.

Taxation for other overseas subsidiaries and branch is charged at the appropriate current rates of taxation ruling in the relevant countries.

The credit for the year can be reconciled to the loss before taxation as follows:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Continuing operations			
Loss before taxation	\$ (57,702)	\$ (56,669)	\$ (225,821)
Tax at average income tax rate (Note)	\$ (5,540)	\$ (8,936)	\$ (24,307)
Tax effect of non-deductible expenses	2,136	3,918	24,387
Tax effect of non-taxable income	(1,256)	(1,137)	(164)
Tax effect on utilization of previously unrecognized tax losses	—	(71)	—
Over provision in respect of prior years	(7,321)	—	—
Tax effect of tax losses not recognized	4,678	6,186	102
Tax effect of deductible temporary differences not recognized	5	—	—
Tax effect of previously unrecognized temporary differences recognized in current year	(576)	(273)	(263)
Others	—	44	—
	<u>\$ (7,874)</u>	<u>\$ (269)</u>	<u>\$ (245)</u>

Note: The average income tax rates for the years ended December 31, 2024, 2023 and 2022 represent the weighted average tax rate of the operations in different jurisdictions on the basis of the relative amounts of loss before taxation and the relevant statutory rates.

10 Discontinued operation

In 2023, the Group discontinued its 2019 novel coronavirus (“COVID-19”) related diagnostic services globally and other DNA testing operations in the EMEA region. This strategic decision was influenced by the World Health Organization's latest pronouncements and the diminishing demand for COVID-19 diagnostic services. This reduced demand was primarily attributable to the relaxation of testing mandates for international travelers and local citizens worldwide. Consequently, this shift in circumstances led to a noticeable decline in the number of testing centers operating in Hong Kong and the United Kingdom for testing samples from the EMEA region. The decision to discontinue operations in the EMEA region was a strategic move to streamline operations and consolidate resources to better address the evolving needs of the market.

Results of discontinued operation

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Revenue	\$ 97	\$ 13,462	\$ 262,597
Direct costs	(39)	(7,357)	(134,661)
Gross profit	58	6,105	127,936
Other income and other net gains/(losses)	46	290	(25)
Selling and distribution expenses	—	(632)	(8,563)
Research and development expenses	—	(1,189)	(9,530)
Restructuring costs	—	—	(30,379)
Administrative and other operating expenses	(82)	(12,946)	(36,722)
Profit/(loss) from operating activities	22	(8,372)	42,717
Other finance costs	—	(122)	(203)
Profit/(loss) from discontinued operation before taxation	22	(8,494)	42,514
Income tax credit/(expense)	—	117	(7,392)
Profit/(loss) from discontinued operation, net of tax	\$ 22	\$ (8,377)	\$ 35,122
Earnings/(loss) per share			
Basic	—	(0.74)	6.93
Diluted	—	(0.74)	6.93

The profit from discontinued operation of \$22, loss from discontinued operation of \$8,377, and profit from discontinued operation of \$35,122 was attributable entirely to the equity shareholders of the Company for years ended December 31, 2024, 2023 and 2022, respectively. The total comprehensive expense from continuing operations of \$46,807, \$52,735, and \$230,419 was attributable entirely to the equity shareholders of the Company for years ended December 31, 2024, 2023 and 2022, respectively.

(a) Revenue

Disaggregation of revenue

	<u>2024</u>	<u>2023</u>	<u>2022</u>
External revenue by product line			
Prevention and Diagnostics - discontinued operation	\$ 97	\$ 13,462	\$ 262,597

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10 Discontinued operation (continued)

	<u>2024</u>	<u>2023</u>	<u>2022</u>
External revenue by timing of revenue			
Goods transferred at a point in time	\$ —	\$ 1,415	\$ 29,427
Services transferred at a point in time	97	12,047	233,170
	<u>\$ 97</u>	<u>\$ 13,462</u>	<u>\$ 262,597</u>

Geographical information

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Hong Kong	\$ 97	\$ 12,916	\$ 197,770
United Kingdom	—	546	64,827
	<u>\$ 97</u>	<u>\$ 13,462</u>	<u>\$ 262,597</u>

(b) Other income and other net gains/(losses)

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Bank interest income	\$ —	\$ 19	\$ —
Net foreign exchange gains/(losses)	1	(25)	(26)
Sundry income	45	296	1
	<u>\$ 46</u>	<u>\$ 290</u>	<u>\$ (25)</u>

(c) Other finance costs

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Interest expenses on lease liabilities (notes 13(a) and 25(b))	\$ —	\$ 122	\$ 203

(d) Staff costs

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Salaries, wages and other benefits	\$ —	\$ 9,122	\$ 88,586
Contributions to defined contribution retirement plan	—	—	493
Equity-settled share-based payment expenses	—	—	5,425
	<u>\$ —</u>	<u>\$ 9,122</u>	<u>\$ 94,504</u>
Represented by:			
Direct costs	\$ —	\$ 2,058	\$ 63,364
Selling and distribution expenses	—	—	188
Research and development expenses	—	—	7,767
Administrative and other operating expenses	—	7,064	23,185
Total staff costs	<u>\$ —</u>	<u>\$ 9,122</u>	<u>\$ 94,504</u>

(e) Restructuring costs

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Impairment of intangible assets (note 14)	\$ —	\$ —	\$ 19,110
Impairment of goodwill (note 12)	—	—	3,272
Impairment losses on property, plant and equipment (note 13)	—	—	4,448
Write-off of prepayment	—	—	3,549
	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 30,379</u>

[Table of Contents](#)**10 Discontinued operation (continued)***(f) Other items*

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Cost of inventories (note 17)	\$ 38	\$ 2,761	\$ 50,312
Depreciation of (note 13)			
- property, plant and equipment	—	98	2,831
- right-of-use assets	—	1,025	1,137
Amortization of intangible assets (note 14)	—	—	1,498
Write-off on property, plant and equipment	—	—	268
Auditor's remuneration	—	77	121
Freight and delivery charges	—	381	7,102
<i>Total depreciation and amortization charges represented by:</i>			
Direct costs	\$ —	\$ —	\$ 1,390
Research and development expenses	—	405	209
Administrative and other operating expenses	—	718	3,867
Total depreciation and amortization charges	<u>\$ —</u>	<u>\$ 1,123</u>	<u>\$ 5,466</u>

Cash flows from/(used in) discontinued operation

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Net cash from/(used in) operating activities	\$ 80	\$ (901)	\$ 88,325
Net cash from/(used in) investing activities	—	119	(4,676)
Net cash used in financing activities	—	(1,184)	(343)
Net cash inflows/(outflows) for the year	<u>\$ 80</u>	<u>\$ (1,966)</u>	<u>\$ 83,306</u>

11 Loss per share

From continuing and discontinued operations

The calculation of the basic and diluted loss per share is based on the following data:

	2024	2023	2022
(Loss)/earnings			
(Loss)/earnings for the purpose of basic and diluted (loss)/earnings per share being net loss attributable to equity shareholders of the Company			
- from continuing operations	\$ (46,326)	\$ (54,347)	\$ (225,576)
- from discontinued operation	22	(8,377)	35,122
	<u>\$ (46,304)</u>	<u>\$ (62,724)</u>	<u>\$ (190,454)</u>
Number of shares			
Weighted-average number of ordinary shares for the purposes of basic and diluted (loss)/earnings per share	12,494,648	11,246,010	5,069,315

At December 31, 2024, 1,214,951 shares underlying restricted share units (RSUs) and 1,492,307 shares underlying warrants were excluded from the diluted weighted-average number of ordinary shares calculation because their effect would have been anti-dilutive. At December 31, 2023, 859,331 shares underlying RSUs and 1,492,307 shares underlying warrants were excluded from the diluted weighted-average number of ordinary shares calculation because their effect would have been anti-dilutive. At December 31, 2022, 1,674,285 shares underlying RSUs, 1,492,306 shares underlying warrants and 52,619 shares underlying exchangeable notes were excluded from the diluted weighted-average number of ordinary shares calculation because their effect would have been anti-dilutive.

12 Goodwill

At January 1, 2023	\$ 33,800
Adjustment of non-controlling interests	(730)
Impairment loss	<u>(3,900)</u>
At December 31, 2023 and January 1, 2024	29,170
Recognized on acquisition of a subsidiary	<u>8,194</u>
At December 31, 2024	<u>\$ 37,364</u>

Impairment tests for cash-generating units (“CGU”) containing goodwill

The Group tests goodwill annually for impairment, or more frequently if there are indications that goodwill might be impaired.

E-commerce and retail logistics for sports distribution business within the consumer health segment

The goodwill associated with e-commerce and retail logistics for sports distribution business within the consumer health segment arose when that business was acquired by the Group on August 9, 2024. It comprises of a CGU responsible for the related operations based in the United States.

Cancer genetic testing services within the diagnostics segment

The goodwill associated with cancer genetic testing services within the diagnostics segment arose when that business was acquired by the Group on December 30, 2022. It comprises of a CGU responsible for the related operations based in Hong Kong, Taiwan and Thailand.

12 Goodwill (continued)*Sales of medical diagnostics products within the diagnostics segment*

The goodwill associated with sales of medical diagnostics products within the diagnostics segment arose when that business was acquired by the Group on December 30, 2022. It represents a CGU responsible for the related operations based in the United Kingdom.

The carrying amount of goodwill has been allocated to CGUs as follows:

	<i>2024</i>	<i>2023</i>
E-commerce and retail logistics for sports distribution business within the consumer health segment	\$ 8,194	\$ —
Cancer genetic testing services within the diagnostics segment	28,319	28,319
Sales of medical diagnostics products within the diagnostics segment	851	851
	<u>\$ 37,364</u>	<u>\$ 29,170</u>

CGUs of e-commerce and retail logistics for sports distribution business

The recoverable amounts of the CGU of e-commerce and retail logistics for sports distribution business was determined based on value-in-use calculations. These calculations use cash flow projections based on financial budgets approved by management covering five years period and pre-tax discount rate of 18.1%. Cash flows beyond the forecast period are extrapolated using a steady 3.0% growth rates. The values assigned to the key assumptions represent management's assessment of future trends in the relevant industries and are based on historical data from external and internal sources.

CGUs of cancer genetic testing services and sales of medical diagnostics products

The recoverable amounts of the CGU of cancer genetic testing services and the CGU of sales of medical diagnostics products were determined based on value-in-use calculations. These calculations use cash flow projections based on financial budgets approved by management covering five years period (2023: six years period) and pre-tax discount rate of 20.0% (2023: 21.9%) and 17.0% (2023: 21.7%), respectively. This projections for a period of greater than five years have been used on the basis that a longer projection period facilitates a comprehensive evaluation of the future prospects and stability of both CGUs, allowing for a thorough consideration of potential technological advancements that could impact the long-term performance. Cash flows beyond the five years period are extrapolated using a steady 3.0% growth rates. The values assigned to the key assumptions represent management's assessment of future trends in the relevant industries and are based on historical data from external and internal sources.

At December 31, 2023, the CGU cancer genetic testing services and the CGU sales of medical diagnostics products were determined to be impaired and the related amount of goodwill of \$1,659 and \$2,241, were impaired. The impairment loss has been included in profit or loss.

At December 31, 2024, the recoverable amounts of the CGUs of e-commerce and retail logistics for sports distribution, cancer genetic testing services and sales of medical diagnostics products based on the estimated value-in-use calculations were higher than the carrying amounts of the respective CGUs. Accordingly, the management of the Group considered no impairment for goodwill. The management of the Group determines that there is no reasonable possible change in the key parameters that could cause the carrying amount of the groups of CGUs to exceed the recoverable amount at December 31, 2024.

13 Property, plant and equipment

	<i>Right-of-use assets (note (a))</i>	<i>Leasehold improvements</i>	<i>Fixtures and furniture</i>	<i>Office and lab equipment</i>	<i>Computer equipment</i>	<i>Motor vehicles</i>	<i>Manufacturing equipment</i>	<i>Total</i>
Cost:								
At January 1, 2023	\$ 14,070	\$ 7,477	\$ 37	\$ 15,687	\$ 519	\$ 365	\$ —	\$ 38,155
Additions	197	54	6	286	—	—	—	543
Disposals	(2,061)	(1,159)	(28)	(4,926)	(82)	(57)	—	(8,313)
Written off	(1,938)	(851)	(4)	(1,864)	(221)	(312)	—	(5,190)
Exchange differences	847	356	34	(314)	3	12	—	938
At December 31, 2023 and January 1, 2024	11,115	5,877	45	8,869	219	8	—	26,133
Additions	3,094	375	91	484	5	—	51	4,100
Additions from acquisition (note 34(B)(III))	2,511	25	2	556	43	—	—	3,137
Disposals	(162)	(2)	—	(1,921)	—	(8)	—	(2,093)
Written off	(1,681)	(210)	(53)	(950)	(45)	—	—	(2,939)
Exchange differences	(722)	(420)	(19)	(262)	(2)	—	—	(1,425)
At December 31, 2024	\$ 14,155	\$ 5,645	\$ 66	\$ 6,776	\$ 220	\$ —	\$ 51	\$ 26,913
Accumulated depreciation:								
At January 1, 2023	\$ 8,319	\$ 4,997	\$ 22	\$ 11,176	\$ 321	\$ 216	\$ —	\$ 25,051
Charge for the year	2,786	1,283	8	1,681	70	51	—	5,879
Eliminated on disposal	(371)	(1,123)	(26)	(4,539)	(50)	(48)	—	(6,157)
Written off	(1,938)	(576)	(4)	(1,915)	(204)	(222)	—	(4,859)
Exchange differences	263	243	15	(91)	3	8	—	441
At December 31, 2023 and January 1, 2024	9,059	4,824	15	6,312	140	5	—	20,355
Charge for the year	2,052	795	1	1,119	39	—	10	4,016
Eliminated on disposal	(128)	(1)	—	(1,878)	—	(6)	—	(2,013)
Written off	(1,681)	(149)	(20)	(531)	—	—	—	(2,381)
Exchange differences	(266)	(366)	62	(304)	(2)	1	—	(875)
At December 31, 2024	\$ 9,036	\$ 5,103	\$ 58	\$ 4,718	\$ 177	\$ —	\$ 10	\$ 19,102
Carrying amounts:								
At January 1, 2023	\$ 5,751	\$ 2,480	\$ 15	\$ 4,511	\$ 198	\$ 149	\$ —	\$ 13,104
At December 31, 2023	\$ 2,056	\$ 1,053	\$ 30	\$ 2,557	\$ 79	\$ 3	\$ —	\$ 5,778
At December 31, 2024	\$ 5,119	\$ 542	\$ 8	\$ 2,058	\$ 43	\$ —	\$ 41	\$ 7,811

13 Property, plant and equipment (continued)

(a) Right-of-use assets

The analysis of the carrying amount of right-of-use assets by class of underlying asset is as follows:

	<i>Note</i>	2024	2023
Properties leased for own use, carried at depreciated cost	(i)	\$ 5,101	\$ 2,024
Office equipment, carried at depreciated cost	(ii)	18	32
		<u>\$ 5,119</u>	<u>\$ 2,056</u>

The analysis of expense items in relation to leases recognized in profit or loss is as follows:

	2024	2023	2022
Depreciation charge of right-of-use assets by class of underlying asset:			
- Properties leased for own use	\$ 2,038	\$ 2,772	\$ 2,040
- Office equipment	14	14	47
	<u>\$ 2,052</u>	<u>\$ 2,786</u>	<u>\$ 2,087</u>
Interest on lease liabilities (notes 8(a) and 10(c))	\$ 203	\$ 242	\$ 244
Expense relating to short-term leases or leases of low-value assets	<u>366</u>	<u>137</u>	<u>832</u>

During the years ended December 31, 2024, 2023 and 2022, additions to right-of-use assets of \$3,094, \$197 and \$834, respectively, are mainly resulted from the capitalized lease payment payable under new tenancy agreements.

Details of the maturity analysis of lease liabilities are set out in note 24.

(i) Properties leased for own use

The Group has obtained the right to use some properties as its warehouses and offices through tenancy agreements. The leases typically run for an initial period of 2 to 5 years (2023: 2 to 10 years) with only fixed lease payments. The lease agreements do not impose any covenants other than the security interests in the leased assets that are held by the lessor. Leased assets may not be used as security for borrowing purposes.

Some leases include an option to renew the lease for an additional period after the end of the contract term. Where practicable, the Group seeks to include such extension options exercisable by the Group to provide operational flexibility. The Group assesses at lease commencement date whether it is reasonably certain to exercise the extension options, and reassesses whether it is reasonably certain to exercise the options if there is a significant event or significant changes in circumstances within its control. If the Group is not reasonably certain to exercise the extension options, the future lease payments during the extension periods are not included in the measurement of lease liabilities. The potential exposure to future lease payments in relation to such leases are assessed as insignificant.

(ii) Office equipment

The Group leases office equipment under a lease expiring in 5 years. The lease does not include an option to renew the lease or purchase the leased equipment at the end of the lease term at a price deemed to be a bargain purchase option. The lease does not include variable lease payments.

13 Property, plant and equipment (continued)

(b) Amounts recognized in consolidated statement of cash flows

Amounts included in the consolidated statement of cash flows for leases comprise the following:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Within operating cash flows	\$ (366)	\$ (137)	\$ (832)
Within financing cash flows	(2,766)	(3,476)	(2,122)
	<u>\$ (3,132)</u>	<u>\$ (3,613)</u>	<u>\$ (2,954)</u>

14 Intangible assets

	<i>Website and mobile apps</i>	<i>Trademark and technology</i>	<i>Computer software</i>	<i>Customer relationship</i>	<i>Total</i>
Cost:					
At January 1, 2023	\$ 1,213	\$ 34,088	\$ 1,665	\$ 800	\$ 37,766
Additions	30	—	537	—	567
Written off	(171)	—	(614)	—	(785)
Exchange differences	1	(1)	(6)	—	(6)
At December 31, 2023 and January 1, 2024	1,073	34,087	1,582	800	37,542
Additions	—	—	59	—	59
Additions from acquisition (note 34(B)(III))	—	—	3	—	3
Disposals	—	—	(2)	—	(2)
Written off	—	—	(162)	—	(162)
Exchange differences	6	1	(7)	—	—
At December 31, 2024	\$ 1,079	\$ 34,088	\$ 1,473	\$ 800	\$ 37,440
Accumulated amortization:					
At January 1, 2023	\$ 1,152	\$ 21,142	\$ 686	\$ —	\$ 22,980
Charge for the year	54	1,333	447	80	1,914
Written off	(171)	—	(614)	—	(785)
Exchange differences	1	—	7	—	8
At December 31, 2023 and January 1, 2024	1,036	22,475	526	80	24,117
Charge for the year	34	1,292	507	80	1,913
Eliminated on disposal	—	—	(2)	—	(2)
Written off	—	—	(162)	—	(162)
Exchange differences	6	1	(7)	—	—
At December 31, 2024	\$ 1,076	\$ 23,768	\$ 862	\$ 160	\$ 25,866
Carrying amounts:					
At January 1, 2023	\$ 61	\$ 12,946	\$ 979	\$ 800	\$ 14,786
At December 31, 2023	\$ 37	\$ 11,612	\$ 1,056	\$ 720	\$ 13,425
At December 31, 2024	\$ 3	\$ 10,320	\$ 611	\$ 640	\$ 11,574

15 Interests in equity-accounted investees

	<i>2024</i>	<i>2023</i>
Interest in a joint venture	\$ —	\$ 97,859
Interests in associates	68,223	606
	\$ 68,223	\$ 98,465

On July 20, 2023, the Group acquired 50% shareholdings of an equity-accounted investee, Insighta. This involved a total consideration of \$80,000 contribution in cash to the joint venture and an issuance of 1,481,481 Class A ordinary shares. The fair value of the ordinary shares issued was based on the listed share price of the Company at July 20, 2023 of \$0.83 per share (equivalent to \$12.51 per share after reverse stock split). The joint venture partner entered into a license agreement with the joint venture that will be automatically terminated upon the occurrence of certain events, including the cessation of business and liquidation of the joint venture.

On October 14, 2024, the Group's shareholding in Insighta was reduced to 35% following the disposal of 15% equity interest in Insighta to a third party with a cash consideration of \$30,000. As such, investment in Insighta was reclassified as interests in associate in 2024.

15 Interests in equity-accounted investees (continued)

Particulars of equity-accounted investees of the Group are as follows:

Name of an equity-accounted investee	Place of incorporation/operation	Particular of issued and paid-up capital	Proportion of nominal value of issue capital held by the Company				Principal activity
			2024		2023		
			Directly %	Indirectly %	Directly %	Indirectly %	
Insighta	Cayman Islands	2,000,000 ordinary shares	35	—	50	—	Multi-cancer genetic testing services
アクトメッド株式会社 (“ACTmed Co., Ltd.”)	Japan	1,347 ordinary shares	—	—	—	24.85	Precise cancer genetic testing services
CERBACT Asia Holdings Pte. Ltd. (“CERBACT”)	Singapore	100 ordinary shares	—	26.04	—	26.04	Investment holdings

Insighta

Insighta represents an associate (2023: a joint venture) in which the Group has a 35 percent (2023: 50 percent) ownership interest and joint control under a transactional agreement, while Insighta is not publicly listed.

The Group has strategically entered the precision oncology diagnostics market through the establishment of Insighta.

The following table summarizes the financial information of Insighta, for the year ended December 31, 2024 and from the period of July 20, 2023 (date of acquisition) to December 31, 2023, as included in its own financial statements, adjusted for fair value adjustments at acquisition and differences in accounting policies. The table also reconciles the summarized financial information to the carrying amount of the Group's interest in Insighta.

	2024	2023
Non-current assets	\$ 127,005	\$ 132,726
Current assets (including cash and cash equivalents \$81,005 (2023: \$79,108))	81,388	79,310
Non-current liabilities	(14,417)	(15,193)
Other payables, accruals and contract liabilities	(238)	(199)
Amount due to a related company	(1,179)	(926)
Equity	192,559	195,718
Equity attributable to owners of the parent company	96,280	n/a
Non-controlling interest	\$ 28,884	n/a

15 Interests in equity-accounted investees (continued)

	<i>2024</i>	<i>From July 20, 2023 to December 31, 2023</i>
Other income	\$ 31	\$ 580
Interest income	4,775	927
Depreciation and amortization	(5,677)	(2,142)
Other expenses	(4,459)	(1,055)
Income tax expense	841	349
Loss for the year	\$ (4,489)	\$ (1,341)
Item that may be reclassified subsequently to profit or loss:		
Exchange differences on translation of foreign operations	597	—
Total comprehensive expense for the year	\$ (3,892)	\$ (1,341)
Group's share of loss and total comprehensive expense	\$ (1,707)	\$ (670)
Dividends received by the Group	\$ —	\$ —

Reconciliation of the above summarized financial information to the carrying amount of the interest in Insighta recognized in the consolidated financial statements:

	<i>2024</i>	<i>2023</i>
Net assets of Insighta	\$ 192,559	\$ 195,718
Carrying amount of the Group's interest in the associate	\$ 67,396	\$ 97,859

Change in the group's ownership interest in Insighta

In 2023, the Group held 50% interest in Insighta and accounted for the investment as a joint venture. In 2024, the Group disposed of 15% in Insighta to a third party for proceeds of \$30,000. The Group has accounted for the remaining 35% as interests in associates. This transaction has resulted in the recognition of a gain in profit or loss, calculated as follows:

	<i>2024</i>
Proceeds of disposal	\$ 30,000
Fair value of interest retained - 35%	67,954
Carrying amount of interest on the date of disposal	(96,710)
Gain recognized	\$ 1,244

ACTmed Co., Ltd

ACTmed Co., Ltd. represents an associate and is not publicly listed.

At 2023, the carrying amount of the Group's interests in the associate was nil as the Group's share of loss had exceeded its investment in the associate. In 2024, the Group disposed of 24.85% in ACTmed Co., Ltd. to a third party with consideration of 1 US dollar and no gain or loss recognized in profit or loss.

CERBACT

CERBACT represents an associate and was incorporated on July 12, 2021 as a limited liability company in Singapore. CERBACT is not individually material to the Group and is not publicly listed.

15 Interests in equity-accounted investees (continued)

Aggregate information of associates that are not individually material:

	<u>2024</u>	<u>2023</u>
Carrying amount of interest in CERBACT	\$ 827	\$ 606
Group's share of profit/(loss) and total comprehensive income/(expense)	<u>231</u>	<u>(189)</u>

16 Other non-current assets

	<u>2024</u>	<u>2023</u>
Deposits and prepayments	\$ 1,352	\$ 743

The balances are classified as non-current assets as they are either expected to be (i) recovered or recognized as expense after one year, or (ii) capitalized as property, plant and equipment after the end of the reporting period.

17 Inventories

	<u>2024</u>	<u>2023</u>
Consumables and reagent	\$ 2,470	\$ 2,472
Work in progress	45	104
Finished goods	4,051	551
	<u>\$ 6,566</u>	<u>\$ 3,127</u>

In 2024, 2023 and 2022, inventories of \$10,462, \$9,082 and \$57,442, respectively, were recognized as an expense during the year and included in 'direct costs'.

In addition, inventories have been reduced by \$736 and \$3,137 as a result of the write-down to net realizable value for years ended December 31, 2024 and 2023, respectively. This write-down was recognized as an expense during 2024 and 2023. The write-downs are included in 'direct costs'.

All inventories are expected to be recovered within one year.

18 Trade and other receivables and deferred expenses

	<u>2024</u>	<u>2023</u>
Current		
Trade receivables, net of loss allowance	\$ 5,242	\$ 4,058
Deposits, prepayments and other receivables		
- deposits	568	887
- prepayments	7,047	3,299
- other receivables	360	1,099
	<u>7,975</u>	<u>5,285</u>
Deferred expenses (note)	3,549	8,313
	<u>16,766</u>	<u>17,656</u>
Non-current		
Deferred expenses (note)	—	3,531
	<u>\$ 16,766</u>	<u>\$ 21,187</u>

Note: Deferred expenses represent the advanced bonus payment to a director and certain employees for retention purpose under various arrangements. These balances are amortized over the period as stated in the employment agreements and recognized as an expense when the Group consumes the benefit arising from the services provided by the director and those employees in exchange for employee benefits. The amounts expected to be amortized within one year are recognized under current assets.

All trade receivables, deposits, prepayments and other receivables are expected to be recovered or recognized as expense within one year. Trade receivables are due within 30 to 90 days from the date of billing.

Information about the Group's exposure to credit and market risks, and expected credit loss for trade receivables is included in note 32(C).

19 Financial assets at fair value through profit or loss

	<u>2024</u>	<u>2023</u>
Financial assets at FVTPL		
- Unlisted securities	\$ 11,665	\$ 20,405

Movement of the balance during the years ended December 31, 2024 and 2023 is as follow:

	<u>2024</u>	<u>2023</u>
Balance at January 1	\$ 20,405	\$ 17,538
Additions	129	10,002
Changes in fair value recognized in profit or loss	<u>(8,869)</u>	<u>(7,135)</u>
Balance at December 31	<u>\$ 11,665</u>	<u>\$ 20,405</u>
Represented by:		
Non-current	\$ 1,103	\$ 9,371
Current	<u>10,562</u>	<u>11,034</u>
	<u>\$ 11,665</u>	<u>\$ 20,405</u>

20 Short-term deposits and cash and cash equivalents

(a) Short-term deposits

At December 31, 2024, the short-term deposits of the Group carried weighted average interest rates of 5.15% per annum (2023: 6.00%). No short-term deposits held by the Group at December 31, 2024.

(b) Cash and cash equivalents

	<i>2024</i>	<i>2023</i>
Bank balances	\$ 52,242	\$ 45,702
Cash on hand	9	4
Cash and cash equivalents	<u>\$ 52,251</u>	<u>\$ 45,706</u>

21 Accrued expenses and other liabilities

	<i>2024</i>	<i>2023</i>
Current		
Accrued staff costs	\$ 495	\$ 612
Accrued expenses	6,946	5,337
Accrued professional fee	43	88
Value added tax payable	65	35
Deposit liabilities	757	869
Other payables and accruals	1,006	1,234
	<u>9,312</u>	<u>8,175</u>
Non-current		
Other non-current liabilities	324	823
	<u>\$ 9,636</u>	<u>\$ 8,998</u>

All of the accrued expenses and other current liabilities are expected to be settled within one year or repayable on demand.

22 Contract liabilities

Contract liabilities represents non-refundable consideration received from customers before the Group recognizes the related revenue. Such consideration is recognized as contract liabilities until the performance obligation is fulfilled or the likelihood of having to fulfil the performance obligation is remote and it is highly probable that a significant reversal of revenue will not occur.

	<i>2024</i>	<i>2023</i>
Contract liabilities	<u>\$ 6,491</u>	<u>\$ 6,111</u>

Movement in contract liabilities is as follows:

	<i>2024</i>	<i>2023</i>
Balance at January 1	\$ 6,111	\$ 5,674
Revenue recognized	(9,089)	(1,937)
Receipt from customers upon entering sales contracts	9,469	2,374
Balance at December 31	<u>\$ 6,491</u>	<u>\$ 6,111</u>

22 Contract liabilities (continued)

At December 31, 2024 and 2023, except for the amount of \$2,757 and \$2,509, respectively, which is expected to be recognized as revenue within one year, the remaining amount will be recognized as revenue when the performance obligations are fulfilled, which may be after one year from the end of the reporting period.

23 Deferred tax

(a) Movement in deferred tax balances:

The following are the major deferred tax liabilities and assets recognized by the Group and the movements thereon during the years ended December 31, 2022, 2023 and 2024.

	<i>Depreciation allowances in excess of the related depreciation</i>	<i>Tax losses recognized</i>	<i>Intangible assets arising from business combination</i>	<i>Total</i>
At January 1, 2023	336	(244)	2,850	2,942
Credited to profit or loss	(42)	—	(274)	(316)
Exchange differences	10	(49)	—	(39)
At December 31, 2023 and January 1, 2024	304	(293)	2,576	2,587
(Credited)/charged to profit or loss	(308)	127	(285)	(466)
Exchange differences	2	42	—	44
At December 31, 2024	\$ (2)	\$ (124)	\$ 2,291	\$ 2,165

Deferred tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Group intends to settle its current tax assets and liabilities on a net basis. The following is the analysis of the deferred tax balances (after offset) for financial reporting purposes:

	<i>2024</i>	<i>2023</i>
Deferred tax assets	\$ —	\$ (28)
Deferred tax liabilities	2,165	2,615
	\$ 2,165	\$ 2,587

(b) Unrecognized deferred tax assets

The Group has not recognized deferred tax assets in respect of cumulative tax losses of \$118,477 (2023: \$97,794) as it is not probable that future taxable profits against which the losses can be utilized will be available in the relevant tax jurisdictions and entities.

The expiry dates of the cumulative tax losses are as follows:

	<i>2024</i>	<i>2023</i>
Within 1 year	\$ 2,334	\$ 32,049
Over 1 year but within 5 years	16,897	14,114
Over 5 years but within 10 years	19,802	28,453
Do not expire under the relevant tax legislation	79,444	23,178
	\$ 118,477	\$ 97,794

24 Lease liabilities

The following table shows the remaining contractual maturities of the Group's lease liabilities at the end of the reporting periods:

	<i>2024</i>	<i>2023</i>
Within 1 year	\$ 2,758	\$ 1,502
After 1 year but within 2 years	1,683	771
After 2 years but within 5 years	1,331	96
After 5 years	—	—
	<u>3,014</u>	<u>867</u>
Total	<u>\$ 5,772</u>	<u>\$ 2,369</u>

25 Loans and borrowings

(a) Trade financing

During the year ended December 31, 2022, the Group has entered into certain bank facilities amounted to \$15 million, which were secured by trade receivables. The balance of trade financing was interest bearing at Hong Kong Interbank Offered Rate ("HIBOR") plus 1.2% per annum or at United States Dollar reference rate ("USD Reference Rate") plus 1.2% per annum and repayable within one year.

The Group has also entered into certain reverse factoring arrangements with banks, under which the Group obtained extended credit in respect of the invoice amounts owed to certain suppliers. Under these arrangements, the banks pay suppliers the amounts owed by the Group on the original due dates, and then the Group settles the banks between 120 - 180 days later than the original due dates with the suppliers, with interest at HIBOR plus 1% per annum or at USD Reference Rate plus 1% per annum.

Proceeds from trade financing of \$22 million were received during the year ended December 31, 2022 and the balances were fully repaid at December 31, 2022.

25 Loans and borrowings (continued)

(b) Reconciliation of movements of liabilities to cash flows arising from financing activities

The table below details changes in the Group's liabilities from financing activities, including both cash and non-cash changes. Liabilities arising from financing activities are liabilities for which cash flows were, or future cash flows will be, classified in the Group's consolidated statement of cash flows as cash flows from financing activities.

	<i>Lease liabilities</i> (note 24)
Balance at January 1, 2023	\$ 6,646
Changes from financing cash flows:	
Capital element of lease rentals paid	(3,235)
Interest element of lease rentals paid	(241)
Total changes from financing cash flows	(3,476)
Other changes:	
Increase in lease liabilities from entering into new leases	197
Interest expenses (notes 8(a) and 10(c))	242
Lease modification	(1,240)
Total other changes	(801)
Balance at December 31, 2023 and January 1, 2024	2,369
Changes from financing cash flows:	
Capital element of lease rentals paid	(2,563)
Interest element of lease rentals paid	(203)
Total changes from financing cash flows	(2,766)
Other changes:	
Increase in lease liabilities from entering into new leases	3,094
Additions from acquisition (note 34(B)(III))	2,906
Lease modification	(34)
Interest expenses (notes 8(a) and 10(c))	203
Total other changes	6,169
Balance at December 31, 2024	\$ 5,772

26 Preference shares liabilities

Prenetics HK entered into a Share Exchange Agreement and Subscription Agreement with, amongst others, the existing shareholders of Prenetics HK and PHCL in May 2021. Under the agreement, 4,154,726 Series A preference shares, 5,338,405 Series B preference shares, 10,532,116 Series C preference shares were exchanged into PHCL's preference shares at a conversion ratio of 1 to 1, and the contractual terms of the notes were amended by inserting a new clause so that the Notes are exchangeable into PHCL's Series D preference shares upon the completion of the Corporate Restructuring. The share exchange and issuance were completed on June 16, 2021. On the same date, PHCL issued 1,650,913 Series E preference shares.

26 Preference shares liabilities (continued)

All series of the preference shares share the following features:

- preference shareholders are entitled to the same voting power of the ordinary shares on an as if converted basis and are entitled to a right to vote as a separate class on the special corporate matters;
- 8% non-cumulative dividend per annum with distribution priority over the holders of ordinary shares (the “Ordinary Shareholders”). Among the preference shareholders, shareholders of Series C have priority over those of Series B and A, and Series B have priority over Series A;
- the preference shares can be redeemed at the option of the holders upon the occurrence of a Redemption Event, which is defined as the failure to secure an initial public offering or a liquidation event by June 16, 2026. Otherwise, the preference shares will be converted into the ordinary shares of the Company upon the closing of an initial public offering at a then-effective conversion ratio with a down-round protection feature;
- the redemption amount will be based on i) the product of the original subscription price paid and the number of shares to be redeemed for Series A; and ii) the product of the original subscription price paid and the number of share to be redeemed, plus all declared or accrued but unpaid dividends, plus a simple interest of 10% per annum on the subscription price for Series B, Series C and Series D; and iii) the product of the original subscription price paid and the number of share to be redeemed, plus all declared or accrued but unpaid dividends, plus a simple interest of 12% per annum on the subscription price for Series E; and
- upon liquidation, the holders shall be entitled to receive their investment amount prior to and in preference to Ordinary Shareholders and in the following order of priority from the highest to the lowest: Series E, Series D, Series C, Series B and Series A.

Following the share exchange, all series of the preference shares have been reclassified or classified as financial liability under IAS 32, *Financial Instruments: Presentation* because they contain i) a contractual obligation to deliver cash depending on the outcome of an IPO or a liquidation event that is beyond the control of both the Company and the holders of the shares; and ii) the conversion option does not meet the fixed-for-fixed condition. As such, the redemption feature is considered a non-derivative financial liability being measured at amortized cost (i.e. present value of the redemption amount) and the conversion feature is considered as a derivative financial liability being measured at fair value through profit or loss.

As a result of the aforementioned share exchange, the difference between the carrying amount of Series A, Series B and Series C preference shares and their fair value of the preferred shares liability on the exchange date is recognized in other reserve. For Series D preference shares, there was no difference between the fair value of the convertible securities and the fair value of the liability on the exchange date. For Series E preference shares, they were recorded at fair value on the date of issuance.

Such preference shares liabilities were fully converted into ordinary shares of the Company at December 31, 2022.

The movements of preference shares during the years ended December 31, 2022, 2023 and 2024 are as follows:

	<i>Present value of redemption amount</i>	<i>Conversion feature</i>	<i>Total</i>
Balance at January 1, 2022	\$ 61,373	\$ 425,032	\$ 486,405
Changes in the carrying amount of preference shares liabilities (note 8(a))	3,753	—	3,753
Changes in fair value recognized in profit or loss	—	60,091	60,091
Reclassification to share capital and share premium upon listing	(65,126)	(485,123)	(550,249)
Balance at December 31, 2022, 2023 and 2024	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>

27 Warrant liabilities

The Reverse Recapitalization (see note 31) has included the issuance of 1,492,307 warrants. Each warrant entitles the holder to purchase one Class A ordinary share of the Company at an exercise price of \$8.91 per whole share (equivalent to \$133.65 per whole share after reverse stock split). The warrants are exercisable from May 18, 2022 and will expire on May 18, 2027.

The warrants are listed on NASDAQ under the trading symbol “PRENW” and are measured based on the market price.

Movement of the balance during the years ended December 31, 2023 and 2024 is as follow:

	<i>2024</i>	<i>2023</i>
Balance at January 1	\$ 224	\$ 3,575
Change in fair value recognized in profit or loss	(49)	(3,351)
Balance at December 31	\$ 175	\$ 224

28 Liabilities for puttable financial instrument

On December 30, 2022, the Group acquired 74.39% of the issued share capital of ACT Genomics. In connection with the ACT Acquisition, a puttable financial instrument had been granted under the shareholders’ agreements to the remaining shareholders of ACT (the “NCI of ACT”), which the Group has an obligation to buy the remaining shares from the NCI of ACT at specified price if the NCI of ACT exercises the option before the contract’s expiry date.

The puttable financial instrument is presented as a current financial liability in the consolidated financial statements due to a potential event could trigger within twelve months from the end of the reporting period.

The movement of the liabilities for puttable financial instrument during years ended December 31, 2024 and 2023 are analyzed as follows:

	<i>2024</i>	<i>2023</i>
Balance at January 1	\$ 14,623	\$ 17,139
Change in fair value recognized in equity	(314)	(2,516)
Balance at December 31	\$ 14,309	\$ 14,623

29 Capital and reserves

(a) *Movement in ordinary shares of the Company*

Authorized and issued share capital

		2024		2023	
	Note	No. of shares		No. of shares	
Authorized Class A ordinary shares of \$0.0015 each	(i)	30,000,001	\$ 45	30,000,001	\$ 45
Authorized Class B ordinary shares of \$0.0015 each	(i)	3,333,333	5	3,333,333	5
		<u>33,333,334</u>	<u>\$ 50</u>	<u>33,333,334</u>	<u>\$ 50</u>
Class A ordinary shares, issued and fully paid:					
Balance at January 1		10,624,208	\$ 16	8,484,616	\$ 14
Cancellation and retirement of repurchased shares		—	—	(112,317)	—
Share issued for advisors	(v)	721,106	1	—	—
Share issued for vesting of RSUs		58,558	—	513,345	1
Share issued upon conversion of exchange loan notes		—	—	52,620	—
Share issued for the investment in Insighta		—	—	1,481,481	1
Share issued for the ACT Acquisition		—	—	168,709	—
Adjustment for reverse stock split	(iv)	—	—	35,754	—
Balance at December 31	(ii)	<u>11,403,872</u>	<u>\$ 17</u>	<u>10,624,208</u>	<u>\$ 16</u>
Class B ordinary shares, issued and fully paid:					
As of the beginning of the year		1,580,972	\$ 2	647,591	\$ 1
Share issued for vesting of RSUs		0	—	933,380	1
Adjustment for reverse stock split	(iv)	—	—	1	—
Balance at December 31	(iii)	<u>1,580,972</u>	<u>\$ 2</u>	<u>1,580,972</u>	<u>\$ 2</u>
Total share capital			<u>\$ 19</u>		<u>\$ 18</u>

Notes:

- (i) The authorized share capital of the Company is \$50 divided into 33,333,334 shares with a par value of \$0.0001 each (equivalent to \$0.0015 each after reverse stock split), of which (i) 30,000,001 shares shall be designated as Class A Ordinary Shares; (ii) 3,333,333 shares shall be designated as convertible Class B Ordinary Shares. The share capital would reflect the par value with the excess recorded as share premium.
- (ii) Class A ordinary shareholders are entitled to receive dividends as declared from time to time and are entitled to one vote per share at meetings of the Company. All ordinary shares rank equally with regard to the Group's residual assets.
- (iii) Class B ordinary shareholders are entitled to receive dividends as declared from time to time and are entitled to twenty vote per share at meetings of the Company. All ordinary shares rank equally with regard to the Group's residual assets.
- (iv) In November 2023, the Company approved a reverse stock split of issued and unissued ordinary shares at a ratio of 1-for-15. (see note 3)
- (v) The Company has issued shares to advisors during December 31, 2024. (see note 30(d))

29 Capital and reserves (continued)

(b) Nature and purpose of reserves

(i) Capital reserve

The capital reserve represents restricted shares granted to shareholders but are subjected to certain restrictions and portion of the grant date fair value of unexercised share options granted to employees of the Company that has been recognized.

(ii) Translation reserve

The translation reserve comprises all foreign exchange differences arising from the translation of the financial statements of foreign operations.

(iii) Other reserves

The other reserves comprise (i) the fair value of shares to be issued of \$5,061 in connection with the ACT Acquisition in 2022, which were issued in January 2023; (ii) the amortized cost of puttable financial instrument in connection with the ACT Acquisition; (iii) the then shareholders of Oxsed Limited exchanged GBP5,865,450 (equivalent to \$7,549) into 110,150 ordinary shares in connection with the acquisition of Oxsed Limited; (iv) the remaining balance of the unconverted portion of the exchange loan notes recognized as equity instrument in accordance with the accounting policy adopted for convertible securities; and (v) the change in fair value of liabilities for puttable financial instrument, which had been granted under the shareholders' agreements to the NCI of ACT.

(iv) Share premium

Under the Companies Law of the Cayman Islands, the funds in the share premium account of the Company are distributable to the shareholders of the Company provided that immediately following the date on which the dividend is proposed to be distributed, the Company will be in a position to pay off its debts as they fall due in the ordinary course of business.

(v) Treasury stock

As at December 31, 2024, the Company holds 139,890 shares (2023: 14,134 shares) in treasury and the aggregate price of the purchased shares is deducted from equity as "Treasury stock" for an amount of \$639 (2023: \$62). During the year ended December 31, 2024, the Company repurchased 128,938 shares with an average price of \$4.5 dollar.

(c) Capital management

The Group's primary objectives when managing capital are to safeguard the Group's ability to continue as a going concern, so that it can continue to provide returns for shareholders and benefits for other stakeholders, and to support the Group's stability and growth, by pricing products and services commensurately with the level of risk.

The Group actively and regularly reviews and manages its capital structure to ensure optimal capital structure and shareholders return, taking into consideration the future of the Company and capital efficiency, prevailing and projected profitability, projected operating cash flows, projected capital expenditures and projected strategic investment opportunities.

The Group manages its capital structure and makes adjustments to it, in light of changes in economic conditions. To maintain or adjust the capital structure, the Group may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The Group made no changes to its capital management objectives, policies or processes during the years ended December 31, 2022, 2023 and 2024.

Neither the Company nor any of its subsidiaries are subject to externally imposed capital requirements.

30 Equity-settled share-based transactions

On June 16, 2021, Prenetics HK terminated two share option schemes which were approved in 2014 and 2016 (collectively as the “Option Schemes”) and one restricted share scheme which was approved in 2017 (the “Restricted Share Scheme”), and were rolled up to a new ESOP scheme of PHCL (the “PHCL 2021 Plan”).

Following the consummation of the Reverse Recapitalization, no further awards would be granted under the PHCL 2021 Plan and all RSU with respect to PHCL ordinary shares that were outstanding under the PHCL 2021 Plan have been replaced by Prenetics 2022 Share Incentive Plan (the “Prenetics 2022 Plan”). There was no incremental fair value in addition to the original grant-date fair value of those cancels under PHCL 2021 Plan as a result of the replacement with Prenetics 2022 Plan.

(a) Prenetics 2022 Plan

The number of RSUs and aggregate fair value of RSUs granted to certain employees, directors and third parties under Prenetics 2022 Plan were as follows,

Grant date	Number of RSUs	Closing price per ordinary share less subscription price per ordinary share	Aggregate fair value of the RSUs
On May 18, 2022	144,522	\$ 7.64	\$ 1,104
On June 30, 2022	2,446,557	4.04	9,884
On December 31, 2022	946,330	2.00	1,893
On February 1, 2023	66,666	1.49	99
On June 23, 2023	16,486,108	0.90	14,875
On June 30, 2023	2,403,529	0.79	1,903
On December 31, 2023	7,928	3.39	27
On June 3, 2024	176,902	5.43	960
On June 28, 2024	24,590	5.92	146
On June 30, 2024	75,665	4.69	355
On July 2, 2024	38,800	4.26	165
On July 15, 2024	20,833	3.17	66
On August 1, 2024	13,971	5.60	78
On August 22, 2024	26,786	2.50	67
On September 9, 2024	20,576	4.59	94
On October 7, 2024	30,364	2.13	65
On December 31, 2024	15,805	5.80	92

The RSUs granted were measured at the closing price per ordinary share less subscription price per ordinary share on grant date. The Company recognized employee share-based compensation benefits over the vesting period.

The RSUs outstanding at December 31, 2024 had an exercise price ranged from \$0.001 to \$3.00 per ordinary share (2023: from \$0.001 to \$2.96 per ordinary share), and a range of vesting period up to 3 years (2023: up to 3 years).

30 Equity-settled share-based transactions (continued)

The number and weighted average exercise prices of the RSUs are as follows:

	2024		2023	
	Weighted average exercise price	Number of RSUs	Weighted average exercise price	Number of RSUs
Balance at January 1	\$ 0.06	11,081,359	\$ 0.01	2,360,267
Granted	0.91	444,292	0.03	18,964,231
Cancelled	0.64	(649,689)	0.001	(9,364,807)
Exercised	0.24	(969,254)	0.004	(878,332)
Outstanding balance at December 31	\$ 0.06	9,906,708	\$ 0.06	11,081,359
Exercisable balance at December 31	\$ 0.065	3,920,731	\$ 0.001	180,194

During the year ended December 31, 2024, equity-settled share-based payment expenses in respect of the Prenetics 2022 Plan of \$5,402 (2023: \$4,841) was recognized in profit or loss, respectively. The remaining balance is recognized in profit or loss over the remaining vesting period.

(b) PHCL 2021 Plan

Details of the RSUs outstanding at December 31, 2024 and 2023 are as follows:

	Number of instruments	
	2024	2023
RSUs granted to directors	821,111	821,111
RSUs granted to employees	2,126	2,126
RSUs granted to third parties	11,710	11,710
	834,947	834,947

Under the PHCL 2021 Plan, PHCL granted 3,933,063 RSUs to certain employees, directors and third parties on June 16, 2021 and 63,934 RSUs in December 2022 to certain directors, employees and third parties, respectively.

The fair value of services received in return for the RSUs granted was measured by reference to the fair value of share options granted in 2021 and 2022. The estimate of the fair value of the share options granted was measured based on Black-Scholes Model. The contractual life of RSUs was used as an input into this model.

	2021
Fair value of RSUs and key assumptions	
Fair value at measurement date	\$13.89 - \$18.91
Share price	\$13.89 - \$18.91
Exercise price	\$ 0.01
Expected volatility	41.03% - 44.26%
Expected option life	1 year
Expected dividends	nil
Risk-free interest rate	1% - 1.13%
Likelihood of achieving a redemption event	5 %
Likelihood of achieving a liquidity event	5 %

30 Equity-settled share-based transactions (continued)

The number and weighted average exercise prices of the RSUs are as follows:

	2024		2023	
	Weighted average exercise price	Number of RSUs	Weighted average exercise price	Number of RSUs
Balance at January 1	\$ 0.01	834,947	\$ 0.01	1,690,766
Exercised	n/a	—	0.01	(829,459)
Forfeited	n/a	—	0.01	(26,360)
Outstanding balance at December 31	\$ 0.01	834,947	\$ 0.01	834,947
Exercisable balance at December 31	\$ 0.01	834,947	\$ 0.01	283,338

The RSUs outstanding at December 31, 2024 had a weighted average exercise price of \$0.01 per ordinary share (2023: \$0.01 per ordinary share), and a weighted average remaining contractual life of 0.4 years (2023: 1.4 years).

The aggregate fair value of the RSUs granted to the selected employees on the dates of grants on June 30, 2021 and December 31, 2021 was \$54,646 (\$13.89 per share) and \$1,209 (\$18.91 per share) respectively. The Company recognized employee share-based compensation benefits according to the restriction conditions.

During the year ended December 31, 2024, equity-settled share-based payment expenses in respect of the PHCL 2021 Plan of \$557 (2023: \$5,624) was recognized in profit or loss, respectively. The remaining balance is recognized in profit or loss over the remaining vesting period.

(c) Share options issued by ACT Genomics

The number and weighted average exercise prices of the share options granted by ACT Genomics are as follows:

	2024		2023	
	Weighted average exercise price	Number of options	Weighted average exercise price	Number of options
Balance at January 1	\$ 0.01	800,998	\$ 0.01	1,280,998
Granted	0.01	8,364,000	0.01	50,000
Cancelled	0.01	(511,667)	0.01	(93,333)
Exercised	0.01	(2,176,333)	0.01	(436,667)
Outstanding balance at December 31	\$ 0.01	6,476,998	\$ 0.01	800,998
Exercisable balance at December 31	\$ 0.01	1,517,465	\$ 0.01	605,999

The range of vesting period is from 2 to 3 years from the date of share options granted.

The share options outstanding at December 31, 2024 had a weighted average exercise price of \$0.01 per ordinary share and a weighted average remaining contractual life of 9.0 years (2023: 8.6 years) and weighted average fair value at grant date of \$0.33 dollar.

30 Equity-settled share-based transactions (continued)

The fair value of share options granted by ACT Genomics is estimated on the date of grant using binomial lattice model. The assumptions that the Group used to determine the grant-date fair value of share options granted during the years end December 31, 2024 and 2023 are as follows:

	<u>2024</u>	<u>2023</u>
Fair value at measurement date (\$ cents)	32.6	32.7
Share price (\$ cents)	32.6	32.7
Exercise price (\$)	0.01	0.01
Expected option life	10 years	10 years
Risk-free interest rate	3.85 %	3.77 %
Expected volatility	62.60% - 62.88%	55.58 %
Expected dividend yield	0 %	0 %
Expected probability of a liquidation event	0 %	1.22 %

During the year ended December 31, 2024, equity-settled share-based payment expenses in respect of the share options granted ACT Genomics of \$1,873 (2023: \$112) was recognized in profit or loss. The remaining balance is recognized in profit or loss over the remaining vesting period.

(d) Ordinary shares of the Company issued to parties other than employees for service rendered

During the year ended December 31, 2024, equity-settled share-based payment expenses of \$4,132 was recognized in profit or loss in relation to 721,106 ordinary shares of the Company issued to parties other than employees for service rendered. Such shares granted are measured at the market closing price of the shares of the Company granted at the date the counterparty renders the service.

31 Reverse Recapitalization

As disclosed in note 1, the Reverse Recapitalization in May 2022 had been accounted for with reference to the principles of reverse acquisitions with PHCL being the accounting acquirer and Artisan the accounting acquiree. Accordingly, except for the capital structure, these financial statements had been presented as a continuation of the consolidated financial information of PHCL Group with:

- the assets and liabilities of PHCL Group recognized and measured at their carrying amounts immediately prior to the Reverse Recapitalization;
- the retained earnings and other equity balances of PHCL Group recognized at amounts immediately prior to the Reverse Recapitalization; and
- the financial information for periods prior to the Reverse Recapitalization being that of PHCL Group.

31 Reverse Recapitalization (continued)

As Artisan, the accounting acquiree, did not meet the definition of a business for the purposes of IFRS 3, the Reverse Recapitalization is determined to be an acquisition of the net assets of Artisan together with an equity-settled share-based payment which was regarded as an issuance of certain of the Company's Class A ordinary shares in exchange for a stock exchange listing service. The stock exchange listing service had been recorded in profit or loss and measured as the excess of fair value of the Company's Class A ordinary shares issued to acquire Artisan over the fair value of Artisan's identifiable net assets acquired, with the amount expensed as incurred:

Fair value of Artisan's identifiable net assets acquired comprising		\$	23,600
<i>Prepayments</i>	\$	538	
<i>Cash and cash equivalent</i>		30,364	
<i>Accrued expenses</i>		(231)	
<i>Warrants liabilities (note (i))</i>		(6,186)	
<i>Derivative liabilities (note (ii))</i>		(885)	
Less: Fair value of consideration comprising:			
<i>14,523,244 Company's Class A ordinary shares</i>			(113,147)
<i>Share-based payment expense on listing</i>		\$	(89,547)

Notes:

- (i) The warrants liabilities acquired include those in relation to the warrants issued by Artisan to Artisan's public investors and Artisan LLC, the sponsor. The holders of Artisan's warrants (including public investors and the sponsor) received one warrant of the Company for each Artisan's warrant, resulting in the issuance of 100,000 warrants of the Company (see note 27).
- (ii) Prior to the initial public offering of Artisan, institution investors ("FPA Investors") agreed to purchase an aggregate of 6,000,000 Class A ordinary shares of Artisan and 1,500,000 redeemable warrants of Artisan at a price of \$10 per Class A ordinary share and 1/4 warrant of Artisan in a private placement to close immediately prior to the closing of Artisan merging with one or more entities. The investment commitments from FPA Investors represents a derivative liability of Artisan measured at FVTPL before the Initial Merger. As part of the Reverse Recapitalization, prior to the Initial Merger, the agreements with FPA Investors were amended such that FPA Investors committed to purchase a variable number of Class A ordinary shares and warrants of the Company at an aggregate price of \$585 immediately prior to the closing of the Acquisition Merger. On May 18, 2022, the derivative liability was settled by issuing 400,000 Class A ordinary shares and 100,000 warrants of the Company to FPA Investors (see note 27).

The Reverse Recapitalization in May 2022 had also involved the following transactions:

- For additional capitalization, the Company issued 372,000 Class A ordinary shares to PIPE Investors on May 18, 2022, pursuant to the original subscription agreements dated on September 15, 2021 which was subsequently amended in 2023.

In the subscription agreements dated on September 15, 2021, PIPE Investors committed to purchase Class A ordinary shares of the Company at a price of \$10 per share (equivalent to \$150 per share after reverse stock split) upon listing. The subscription agreements were amended on March 30, 2022 such that PIPE Investors committed to purchase a variable number of Class A ordinary shares of the Company at an aggregate price of \$55,800 upon listing. The amendment of the subscription agreements with PIPE Investors results in recognition of a derivative liability measured at fair value through profit or loss, with a debit in equity. Upon completion of the Reverse Recapitalization, the derivative liability was settled by issuing 516,000 Class A ordinary shares of the Company to PIPE Investors.

- Professional services expenditure of \$18,232 were incurred to facilitate listing on NASDAQ, with \$3,530 and \$14,702 recognized as administrative and other operating expenses in the profit or loss for the years ended December 31, 2023 and 2022, respectively.

32 Financial instruments - Fair values and risk management

A. Accounting classification and fair values

The following table shows the carrying amounts and fair values of financial assets and financial liabilities, including their levels in the fair value hierarchy. It does not include fair value information for financial assets and financial liabilities not measured at fair value if the carrying amount is a reasonable approximation of fair value.

	Note	Carrying amount				Fair value			
		Mandatorily at FVTPL - others	Financial assets at amortized cost	Other financial liabilities	Total	Level 1	Level 2	Level 3	Total
Balance at December 31, 2024									
Financial asset measured at fair value									
Financial assets at FVTPL	19	\$ 11,665	\$ —	\$ —	\$ 11,665	\$ —	\$ —	\$ 11,665	\$ 11,665
Financial assets at amortized cost									
Trade receivables	18	\$ —	\$ 5,242	\$ —	\$ 5,242	n/a	n/a	n/a	n/a
Deposits and other receivables	16,18	—	2,280	—	2,280	n/a	n/a	n/a	n/a
Amount due from a related company		—	3	—	3	n/a	n/a	n/a	n/a
Cash and cash equivalents	20(b)	—	52,251	—	52,251	n/a	n/a	n/a	n/a
		<u>\$ —</u>	<u>\$ 59,776</u>	<u>\$ —</u>	<u>\$ 59,776</u>				
Financial liabilities measured at fair value									
Warrant liabilities	27	\$ 175	\$ —	\$ —	\$ 175	175	—	—	175
Financial liabilities at amortized cost									
Trade payables		\$ —	\$ —	\$ 3,668	\$ 3,668	n/a	n/a	n/a	n/a
Other liabilities	21	—	—	1,828	1,828	n/a	n/a	n/a	n/a
Liabilities for puttable financial instrument	28	—	—	14,309	14,309	n/a	n/a	n/a	n/a
		<u>\$ —</u>	<u>\$ —</u>	<u>\$ 19,805</u>	<u>\$ 19,805</u>				

32 Financial instruments - Fair values and risk management (continued)

	Note	Carrying amount			Fair value				
		Mandatorily at FVTPL - others	Financial assets at amortized cost	Other financial liabilities	Total	Level 1	Level 2	Level 3	Total
Balance at December 31, 2023									
Financial asset measured at fair value									
Financial assets at FVTPL	19	\$ 20,405	\$ —	\$ —	\$ 20,405	\$ —	\$ —	\$ 20,405	\$ 20,405
Financial assets at amortized cost									
Trade receivables	18	\$ —	\$ 4,058	\$ —	\$ 4,058	n/a	n/a	n/a	n/a
Deposits and other receivables	16,18	—	6,028	—	6,028	n/a	n/a	n/a	n/a
Short-term deposits		—	16,000	—	16,000	n/a	n/a	n/a	n/a
Cash and cash equivalents	20(b)	—	45,706	—	45,706	n/a	n/a	n/a	n/a
		\$ —	\$ 71,792	\$ —	\$ 71,792				
Financial liabilities measured at fair value									
Warrant liabilities	27	\$ 224	\$ —	\$ —	\$ 224	224	—	—	224
Financial liabilities at amortized cost									
Trade payables		\$ —	\$ —	\$ 1,671	\$ 1,671	n/a	n/a	n/a	n/a
Accrued expenses and other liabilities	21	—	—	8,175	8,175	n/a	n/a	n/a	n/a
Liabilities for puttable financial instrument	28	—	—	14,623	14,623	n/a	n/a	n/a	n/a
		\$ —	\$ —	\$ 24,469	\$ 24,469				

The Group's finance team is responsible for overseeing the valuation of the financial instruments of the unlisted securities which are categorized into Level 3 of the fair value hierarchy. The team reports directly to the chief financial officer. Valuation results with analysis of changes in fair value measurement are prepared by the team with the assistance from external valuers where necessary and reviewed by the chief financial officer at each quarter end and annual reporting date. The valuation process is documented and updated where appropriate by the team and reviewed by the chief financial officer quarterly that coincides with the reporting dates.

32 Financial instruments - Fair values and risk management (continued)

B. Measurement of fair values

(i) Valuation techniques and significant unobservable inputs

The following tables show the valuation techniques used in measuring Level 3 fair values for financial instruments in the statement of financial position, as well as the significant unobservable inputs used.

Financial instruments measured at fair value

<i>Type</i>	<i>Valuation technique</i>	<i>Significant unobservable inputs</i>	<i>Inter-relationship between significant unobservable inputs and fair value measurement</i>
Financial assets at FVTPL	Adjusted net asset value	Underlying assets' value	The estimated fair value would increase if the underlying assets' value is higher.
	Discounted cash flow method	Risk-adjusted discount rate: 17.5% (2023: 17.5%) Discount for lack of marketability: 25.1% (2023: 32.5%)	The estimated fair value would increase if: – the risk-adjusted discount rate was lower; or – the discount for lack of marketability was lower.

(ii) Transfers between Levels 1 and 2

There were no transfers from Level 2 to Level 1 for the years ended December 31, 2024 and 2023.

(iii) Level 3 recurring fair values

Reconciliation of Level 3 fair values

The following table shows a reconciliation of financial assets at FVTPL from the opening balances to the closing balances for Level 3 fair values.

	2024	2023
Balance at January 1	\$ 20,405	\$ 17,538
Additions	129	10,002
Changes in fair value recognized in profit or loss	(8,869)	(7,135)
Balance at December 31	\$ 11,665	\$ 20,405

C. Financial risk management

The Group has exposure to the following risks arising from financial instruments:

- credit risk (see (C)(ii));
- liquidity risk (see (C)(iii)); and
- currency risk (see (C)(iv)).

32 Financial instruments - Fair values and risk management (continued)**(i) Risk management framework**

The Company's board of directors has overall responsibility for the establishment and oversight of the Group's risk management framework. The management of the Group establishes policies and procedures around risk identification, measurement and management; and setting and monitoring risk limits and controls, in accordance with the objectives and underlying principles in the risk management framework approved by the board of directors. Risk management policies and procedures are reviewed regularly to reflect changes in market conditions and the Group's activities.

(ii) Credit risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations and arises principally from the Group's receivables from customers.

The carrying amounts of financial assets represent the maximum credit exposure.

Trade receivables

The Group's exposure to credit risk is influenced mainly by the individual characteristics of each customer. At December 31, 2024 and 2023, 5% and 11% of the total trade receivables were due from the Group's largest customer, respectively, and 16% and 26% of the total trade receivables were due from the Group's five largest customers, respectively.

Expected credit loss assessment

During the year ended December 31, 2023, the Group determines the expected credit losses on trade receivables by using a provision matrix, estimated based on historical credit loss experience based on the past due status of the debtors, adjusted as appropriate to reflect current conditions and estimates of future economic conditions at the reporting date.

Internal credit scoring is performed on all customers for the year ended December 31, 2024. These take into account the customer's past payment history, financial position and other factors. Trade receivables are due within 30 to 90 days from the billing date. The Group does not obtain collateral in respect of trade and other receivables. The Group does not have trade receivable for which no loss allowance is recognized because of collateral.

The Group's current credit risk grading framework comprises the following categories:

Category	Description	Basis for recognizing expected credit losses
Performing	The counterparty has a low risk of default and does not have any past-due amounts.	Lifetime ECL – not credit-impaired
Doubtful	Amount is >30 days past due or there has been a significant increase in credit risk since initial recognition.	Lifetime ECL – not credit-impaired
In default	Amount is >90 days past due or there is evidence indicating the asset is credit-impaired.	Lifetime ECL – credit-impaired
Write-off	There is evidence indicating that the debtor is in severe financial difficulty and the Group has no realistic prospect of recovery.	Amount is written off

32 Financial instruments - Fair values and risk management (continued)

The Group has applied the simplified approach in IFRS 9 *Financial Instruments* to measure the loss allowance at lifetime ECL. The Group determines the expected credit losses on trade receivables by using an internal credit rating for its customers. The following table provides information about the exposure to credit risk for trade receivables which are assessed on a collective basis within lifetime ECL (not credit-impaired) and the estimated loss rates are estimated based on historical observed default rates over the expected life of the debtors.

Gross carrying amount

<u>Internal credit rating</u>	<u>2024</u>	
	<u>Average loss rate</u>	<u>Trade receivables</u>
Performing	0 %	\$ 3,978
Doubtful	1 %	1,349
In default	13 %	223
Write-off	100 %	432
		<u>\$ 5,982</u>

Movement in the allowance for impairment in respect of trade receivables

Movement in the loss allowance account in respect of trade receivable during the years ended December 31, 2024 and 2023 is as follows:

	<u>2024</u>	<u>2023</u>
Balance at January 1	\$ 2,424	\$ 1,592
Additions from acquisition (note 34(B)(III))	80	—
Net remeasurement of loss allowance	366	782
Amounts written off	(2,132)	(42)
Exchange differences	2	92
Balance at December 31	<u>\$ 740</u>	<u>\$ 2,424</u>

Cash and cash equivalents

The Group held cash and cash equivalents and short-term deposits of \$52,251 and nil at December 31, 2024, respectively (2023: \$45,706 and \$16,000, respectively). The cash and cash equivalents and short-term deposits are held with bank and financial institution counterparties with high credit-ratings assigned by international credit-rating agencies.

Impairment on cash and cash equivalents and short-term deposits has been measured on a 12-month expected loss basis and reflects the short maturities of the exposures. The Group considers that its cash and cash equivalents and short-term deposits have low credit risk based on the external credit ratings of the counterparties.

32 Financial instruments - Fair values and risk management (continued)

(iii) Liquidity risk

Liquidity risk is the risk that the Group will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Group's objective when managing liquidity is to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Group's reputation.

The following are the remaining contractual maturities of financial liabilities at the reporting date. The amounts are gross and undiscounted, and include contractual interest payments.

	Weighted average effective interest rate	Carrying amount	Contractual undiscounted cash flows			
			Total	Within 1 year or on demand	1 - 2 years	More than 2 years
Balance at December 31, 2024						
Trade payables		\$ 3,668	\$ 3,668	\$ 3,668	\$ —	\$ —
Other liabilities		1,828	1,828	1,828	—	—
Lease liabilities	7 %	5,772	7,204	4,034	1,805	1,365
Liabilities for puttable financial instrument	15 %	14,309	16,834	16,834	—	—
		<u>\$ 25,577</u>	<u>\$ 29,534</u>	<u>\$ 26,364</u>	<u>\$ 1,805</u>	<u>\$ 1,365</u>
Balance at December 31, 2023						
Trade payables		\$ 1,671	\$ 1,671	\$ 1,671	\$ —	\$ —
Accrued expenses and other liabilities		8,175	8,175	8,175	—	—
Lease liabilities	4 %	2,369	2,441	1,549	788	104
Liabilities for puttable financial instrument	15 %	14,623	17,139	17,139	—	—
		<u>\$ 26,838</u>	<u>\$ 29,426</u>	<u>\$ 28,534</u>	<u>\$ 788</u>	<u>\$ 104</u>

(iv) Market risk

Market risk is the risk that changes in market prices – e.g. foreign exchange rates – will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimizing the return.

Currency risk

The Group is exposed to transactional foreign currency risk to the extent that there is a mismatch between the currencies in which sales, purchases and receivables are denominated and the respective functional currencies of Group companies. The functional currencies of Group companies are primarily USD, Hong Kong dollar ("HKD") and New Taiwan dollar ("TWD"). The currencies in which these transactions are primarily denominated are USD, HKD and TWD.

As the HKD is pegged to the USD, the Group considers the risk of movements in exchange rates between the HKD and the USD to be insignificant.

33 List of subsidiaries

The following list contains the material subsidiaries of the Group at December 31, 2024 and 2023 are as follows:

Name of subsidiaries	Place of incorporation/ operation	Issued and fully paid share capital	Proportion of nominal value of issue capital held by the Company				Principal activities
			2024		2023		
			Directly %	Indirectly %	Directly %	Indirectly %	
Prenetics Limited	Hong Kong	HK\$415,276,716	—	100	—	100	Genetic and diagnostic health testing
Europa Partners Holdings, LLC (note 34(B))	The United States	GBP11.00	—	100	—	—	Provision of fulfillment and distribution services of sports nutrition products
IM8 Group Holding Company	Cayman Islands	\$1	100	—	—	—	Sales of consumer health products
IM8 (US) LLC	The United States	n/a	100	—	—	—	Sales of consumer health products
IM8 Limited	Hong Kong	HK\$1	100	—	—	—	Sales of consumer health products
ACT Genomics Holdings Company Limited (note 34(A))	Cayman Islands	\$16,713	73.27	—	74.39	—	Precise cancer genetic testing services
ACT Genomics Co., Ltd.	Taiwan	TWD455,080,000	—	73.21	—	74.33	Precise cancer genetic testing - services
ACT Genomics (Hong Kong) Limited	Hong Kong	HK\$775,000	—	73.27	—	74.39	Precise cancer genetic testing - services
Sanomics Limited	Hong Kong	HK\$500,000	—	73.27	—	74.39	Precise cancer genetic testing - services
MC Diagnostics Limited	United Kingdom	GBP1,164	—	73.27	—	74.39	Sales of medical diagnostics products

34. Acquisition of subsidiaries

A. Acquisition ACT Genomics in 2022

I. Consideration transferred

The following table summarizes the acquisition date fair value of each major class of consideration transferred.

Cash	\$	9,042
Deferred consideration		958
Equity instruments (1,326,127 ordinary shares)		39,784
Total consideration transferred	\$	49,784
Net cash outflow arising on acquisition:		
Cash consideration	\$	9,042
Less: cash and cash equivalent balances acquired (note 34(A)(III))		5,623
Total net cash outflow arising on acquisition	\$	3,419

Equity instruments issued

The fair value of the ordinary shares issued was based on the listed share price of the Company at December 30, 2022 of \$2 per share (equivalent to \$30 per share after reverse stock split).

34. Acquisition of subsidiaries (continued)**II. Acquisition-related costs**

The Group incurred acquisition-related costs of \$1,192 on legal fees and due diligence costs. These costs have been included in 'administrative and other operating expenses'.

III. Identifiable assets acquired and liabilities assumed

The following table summarizes the recognized amounts of assets acquired and liabilities based on fair value at the date of acquisition.

Property, plant and equipment	\$	5,649
Intangible assets		13,826
Interests in equity-accounted investees		788
Deferred tax assets		236
Inventories		1,295
Trade receivables (including loss allowance \$1,264)		2,595
Deposits, prepayments and other receivables		2,014
Cash and cash equivalents		5,623
Trade payables		(858)
Accrued expenses and other current liabilities		(2,761)
Contract liabilities		(416)
Lease liabilities		(2,380)
Tax liabilities		(6)
Deferred tax liabilities		(2,914)
Other non-current liabilities		(223)
Total identifiable net assets acquired at fair value	\$	22,468

Measurement of fair values

The valuation technique used for measuring the fair value of material assets acquired was as follow.

Assets acquired	Valuation technique
Property, plant and equipment	Cost technique: The valuation model considers market prices for depreciated replacement cost when appropriate. Depreciated replacement cost reflects functional and economic obsolescence.
Intangible assets	Multi-period excess earnings method: The multi-period excess earnings method considers the present value of net cash flows expected to be generated by the technology and customer relationships, by excluding any cash flows related to contributory assets.

If the acquisition had occurred on January 1, 2022, management estimates that the Group's consolidated revenue would have been increased by \$15,084, and consolidated loss for the year would have been increased by \$64,939. The pro forma information is for illustrative purposes only and is not necessarily an indication of revenue and results of operations of the Group that actually would have been achieved had the acquisition been completed on January 1, 2022, nor is it intended to be a projection of future results.

34. Acquisition of subsidiaries (continued)**IV. Goodwill**

Goodwill arising from the acquisition has been recognized as follows.

	<u>2022</u>
Consideration transferred (note 34(A)(I))	\$ 49,784
Non-controlling interests, based on their proportionate interest in the recognized amounts of the assets and liabilities of ACT Genomics	6,484
Fair value of identifiable net assets (note 34(A)(III))	<u>(22,468)</u>
Goodwill	<u><u>\$ 33,800</u></u>

The goodwill is attributable mainly to the skills and technical talent of ACT Genomics's work force and the synergies expected to be achieved from integrating the company into the Group's existing business. None of the goodwill recognized is expected to be deductible for tax purposes.

Non-controlling interests in ACT Genomics recognized at the acquisition date was measured by reference to the proportionate share of recognized amounts of net assets of ACT Genomics.

B. Acquisition Europa in 2024

On August 9, 2024, the Group acquired 100% interest in Europa with cash consideration of \$8,509. Europa is principally engaged in the sales and distribution of consumer health and wellness products in the United States and was acquired with the objective of expanding the Group into the United States consumer health and wellness industry. The acquisition has been accounted for as acquisition of business using the acquisition method.

I. Consideration transferred

The following table summarizes the acquisition date fair value of each major class of consideration transferred.

Total cash consideration transferred	<u>\$ 8,509</u>
Net cash outflow arising on acquisition:	
Cash consideration	\$ 8,509
Less: cash and cash equivalent balances acquired (note 34(B)(III))	<u>163</u>
Total net cash inflow arising on acquisition	<u><u>\$ 8,346</u></u>

II. Acquisition-related costs

The Group incurred acquisition-related costs of \$613 on legal fees and due diligence costs. These costs have been included in 'administrative and other operating expenses'.

III. Identifiable assets acquired and liabilities assumed

The following table summarizes the recognized amounts of assets acquired and liabilities based on fair value at the date of acquisition.

[Table of Contents](#)**34. Acquisition of subsidiaries (continued)**

Property, plant and equipment and intangible assets	\$	3,140
Other non-current assets		169
Inventories		5,498
Trade receivables (including loss allowance \$80)		619
Deposits, prepayments and other receivables		566
Cash and cash equivalents		163
Trade payables		(6,677)
Accrued expenses		(257)
Lease liabilities		(2,906)
Total identifiable net assets acquired at fair value	\$	<u>315</u>

The receivables acquired (which principally comprised trade receivables) with a fair value of \$619 at the date of acquisition had gross contractual amounts of \$699. The best estimate at acquisition date of the contractual cash flows not expected to be collected amounted to \$80.

Measurement of fair values

The valuation technique used for measuring the fair value of material assets acquired was as follow.

Assets acquired	Valuation technique
Property, plant and equipment	Cost technique: The valuation model considers market prices for depreciated replacement cost when appropriate. Depreciated replacement cost reflects functional and economic obsolescence.

If the acquisition had occurred on January 1, 2024, management estimates that the Group's consolidated revenue would have been increased by \$13,094, and consolidated loss for the year would have been increased by \$3,624. The pro forma information is for illustrative purposes only and is not necessarily an indication of revenue and results of operations of the Group that actually would have been achieved had the acquisition been completed on January 1, 2024, nor is it intended to be a projection of future results.

IV. Goodwill

Goodwill arising from the acquisition has been recognized as follows.

	2024
Consideration transferred (note 34(B)(I))	\$ 8,509
Fair value of identifiable net assets (note 34(B)(III))	(315)
Goodwill	<u>\$ 8,194</u>

The goodwill is attributable mainly to the skills and technical talent of Europa's work force and the synergies expected to be achieved from integrating the company into the Group's existing business. None of the goodwill recognized is expected to be deductible for tax purposes.

35. Non-controlling interests

The following table summarizes the information relating each of the Group's subsidiaries that has material non-controlling interests, before any intra-group eliminations.

	<u>2024</u>	<u>2023</u>
ACT Genomics		
Non-controlling interests percentage	26.73 %	25.61 %
	<u>2024</u>	<u>2023</u>
Non-current assets	\$ 27,549	\$ 28,073
Current assets	13,304	18,267
Non-current liabilities	(4,297)	(3,667)
Current liabilities	(7,797)	(7,753)
Equity attributable to equity shareholder of the parent Company	21,072	25,977
Equity attributable to non-controlling interests	7,687	8,943
	<u>2024</u>	<u>2023</u>
Revenue	\$ 17,653	\$ 17,086
Expenses	(30,413)	(25,055)
Loss for the year	<u>\$ (12,760)</u>	<u>\$ (7,969)</u>
Loss attributable to equity shareholder of the parent Company	\$ (9,397)	\$ (5,928)
Loss attributable to non-controlling interests	(3,363)	(2,041)
Loss for the year	<u>\$ (12,760)</u>	<u>\$ (7,969)</u>
Other comprehensive (expense)/income attributable to equity shareholder of the parent Company	\$ (574)	\$ 535
Other comprehensive (expense)/income attributable to non-controlling interests	(210)	184
Other comprehensive (expense)/income for the year	<u>\$ (784)</u>	<u>\$ 719</u>
Total comprehensive expense attributable to equity shareholder of the parent Company	\$ (9,971)	\$ (5,393)
Total comprehensive expense attributable to non-controlling interests	(3,573)	(1,857)
Total comprehensive expense for the year	<u>\$ (13,544)</u>	<u>\$ (7,250)</u>
Net cash inflow/(outflow) from operating activities	\$ 5,483	\$ (10,519)
Net cash outflow from investing activities	(318)	(523)
Net cash outflow from financing activities	(1,413)	(1,469)
Net cash inflow/(outflow)	<u>\$ 3,752</u>	<u>\$ (12,511)</u>
Dividends paid to non-controlling interests	\$ —	\$ —

36. Related parties

Apart from balances and transactions disclosed elsewhere in these consolidated financial statements, the Group has also entered into the following related party transactions under the normal course of the Group's business:

(a) Transactions with other related parties

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Sales to an equity-accounted investee (Note(a))	\$ 120	\$ 702	\$ —
Services recharge received from a related party (Note(b))	31	13	—
Services provided by a company with control from a director of the Company	—	—	(31)

Notes:

- (a) Sales to an equity-accounted investee represents cancer treatment services provided. There is no outstanding balance at December 31, 2024, while there is \$127 outstanding balance at December 31, 2023 in relation to these transactions.
- (b) Service recharged received from an equity-accounted investee represents the office supporting services. There is \$3 and \$5 outstanding balance at December 31, 2024 and 2023 in relation to these transactions.

(c) Key management personnel compensation

Key management personnel compensation comprised as following.

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Directors' fees	\$ 199	\$ 420	\$ 261
Salaries, wages and other benefits	2,332	4,240	24,549
Contributions to defined contribution retirement plan	14	15	17
Equity-settled share-based payment expenses (note)	5,384	10,297	30,285
	<u>\$ 7,929</u>	<u>\$ 14,972</u>	<u>\$ 55,112</u>

Note: The balances are non-cash transactions for the reporting period. Details of the recognition and the fair value determination are included in note 30.

37. Pending Litigation

The Group is subject to periodic legal or administrative proceedings in the ordinary course of business. Any situation will be reviewed in conjunction with the Group's legal advisors. The Group does not believe that any currently pending legal proceeding to which the Group is a party will have a material effect on its business, results of operations or cash flows.

38. Subsequent Events

The Group has evaluated events subsequent to December 31, 2024 through April 30, 2025, the date on which the financial statements are available to be issued. No subsequent events occurred that would require adjustment to or disclosure in the consolidated financial statements.

39. Approval of Consolidated Financial Statements

The consolidated financial statements were approved and authorized for issue by the Board of Directors on April 30, 2025.

DESCRIPTION OF THE REGISTRANT'S SECURITIES

REGISTERED UNDER SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

As of December 31, 2024, Prenetics Global Limited (the "Company", "we", "us" and "our") had the following series of securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A ordinary shares, par value \$0.0015 per share	PRE	The Nasdaq Stock Market LLC
Warrants	PRENW	The Nasdaq Stock Market LLC

Description of Ordinary Shares

The following is a summary of material provisions of our amended and restated memorandum and articles of association (the "Memorandum and Articles of Association"), as well as the Companies Act (As Revised) of the Cayman Islands (the "Companies Act") insofar as they relate to the material terms of our ordinary shares. Notwithstanding this, because it is a summary, it may not contain all the information that you may otherwise deem important. For more complete information, you should read the entire Memorandum and Articles of Association, which has been filed with the SEC as an exhibit to our Form F-3/A (Reg. No. 333-276538) on February 5, 2024.

Type and Class of Securities (Item 9.A.5 of Form 20-F)

Our authorized share capital is \$50,000 divided into 33,333,333 shares of \$0.0015 par value each, of which (i) 26,666,667 are designated as Class A Ordinary Shares, (ii) 3,333,333 are designated as convertible Class B Ordinary Shares and (iii) 3,333,333 are designated as shares of such class or classes (however designated) as the board of directors may determine in accordance with Article 10 of the Memorandum and Articles of Association. All ordinary shares issued and outstanding as of the date of this annual report are fully paid and non-assessable. The number of Class A Ordinary Shares and Class B Ordinary Shares that have been issued as of the last day of the financial year ended December 31, 2024 is provided on the cover of the annual report on Form 20-F filed for the fiscal year ended December 31, 2024 (the "2024 Form 20-F"). We maintain a register of its shareholders and a shareholder will only be entitled to a share certificate if our board of directors determines that share certificates be issued.

Preemptive Rights (Item 9.A.3 of Form 20-F)

Our shareholders do not have preemptive rights.

Limitations or Qualifications (Item 9.A.6 of Form 20-F)

We have a dual-class voting structure such that our Ordinary Shares consist of Class A Ordinary Shares and Class B Ordinary Shares. In respect of all matters upon which holders of Ordinary Shares are entitled to vote, each Class A Ordinary Share are entitled to one (1) vote and each Class B Ordinary Share are entitled to twenty (20) votes. Holders of Class A Ordinary Shares and Class B Ordinary Shares generally have the same rights and powers except for voting and conversion rights.

Danny Yeung controls the voting power of all of the outstanding Class B Ordinary Shares. Although Mr. Yeung controls the voting power of all of the outstanding Class B Ordinary Shares, his

control over those shares is not permanent and is subject to reduction or elimination at any time or after certain periods as a result of a variety of factors. As further described below, upon any transfer of Class B Ordinary Shares by a holder thereof to any person which is not a Permitted Transferee of such holder, those shares will automatically and immediately convert into Class A Ordinary Shares. In addition, all Class B Ordinary Shares will automatically convert to Class A Ordinary Shares in other events described below. See “— Rights of Class A Ordinary Shares Conversion.”

Rights of Other Types of Securities (Item 9.A.7 of Form 20-F)

See “—Warrants and Rights (Item 12.B of Form 20-F)” herein.

Rights of Class A Ordinary Shares (Item 10.B.3 of Form 20-F)

Classes of Ordinary Shares

Our Ordinary Shares are divided into Class A Ordinary Shares and Class B Ordinary Shares (and a further class of authorized but undesignated shares). Except for conversion rights and voting rights, the Class A Ordinary Shares and Class B Ordinary Shares shall generally carry equal rights and rank *pari passu* with one another.

Conversion

Each Class B Ordinary Share is convertible into one (1) Class A Ordinary Share (as adjusted for share splits, share combinations and similar transactions occurring after the Acquisition Effective Time) at any time at the option of the holder thereof. Class A Ordinary Shares are not convertible into Class B Ordinary Shares under any circumstances.

Any number of Class B Ordinary Shares held by a holder thereof will automatically and immediately be converted into an equal number of Class A Ordinary Shares (as adjusted for share splits, share combinations and similar transactions occurring after the Acquisition Effective Time) upon the occurrence of any of the following:

- Any direct or indirect sale, transfer, assignment, or disposition of such number of Class B Ordinary Shares by the holder thereof or the direct or indirect transfer or assignment of the voting power attached to such number of Class B Ordinary Shares through voting proxy or otherwise to any person that is not a Permitted Transferee of such holder;
- The direct or indirect sale, transfer, assignment, or disposition of a majority of the issued and outstanding voting securities of, or the direct or indirect transfer or assignment of the voting power attached to such voting securities through voting proxy or otherwise, or the direct or indirect sale, transfer, assignment, or disposition of all or substantially all of the assets of, a holder of Class B Ordinary Shares that is an entity to any person that is not a Permitted Transferee of the such holder; or
- A person becoming a holder of Class B Ordinary Shares by will or intestacy.

All Class B Ordinary Shares issued and outstanding will be automatically and immediately converted into an equal number of Class A Ordinary Shares upon the occurrence of any of the following:

- On Danny Yeung's death or incapacity;
- On the date on which Danny Yeung is terminated for cause (as defined in the employment agreement with Danny Yeung (and in the event of a dispute regarding whether there was cause, cause will be deemed not to exist unless and until an affirmative ruling regarding such cause has been made by a court or arbitral panel of competent jurisdiction, and such ruling has become final and non-appealable)); or
- On the first date that both of the following conditions are satisfied: (I) Danny Yeung and his Affiliates and Permitted Transferees together own less than thirty three per cent (33%) of the number of Class B Ordinary Shares (which for these purposes shall be deemed to include all Class B Ordinary Shares issuable upon exercise of all outstanding restricted share units to acquire Class B Ordinary Shares that are held by Danny Yeung immediately following the Acquisition Effective Time) that Danny Yeung and his Affiliates and Permitted Transferees owned immediately following the Acquisition Effective Time, as adjusted for share splits, share combinations and similar transactions occurring after the Acquisition Effective Time; and (II) Danny Yeung ceases to be our Director or officer.

No Class B Ordinary Shares shall be issued by us after conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

Dividends

The holders of Ordinary Shares are entitled to such dividends as the board of directors may in its discretion lawfully declare from time to time, or as shareholders may declare by ordinary resolution (provided that no dividend shall exceed the amount recommended by the board of directors).

Class A Ordinary Shares and Class B Ordinary Shares rank equally as to dividends and other distributions. Dividends may be paid either in cash or in specie, provided, that no dividend can be made in specie on any Class A Ordinary Shares unless a dividend in specie in equal proportion is made on Class B Ordinary Shares.

Voting Rights

Holders of Ordinary Shares have the right to receive notice of, attend, speak and vote at general meetings of the shareholders. In respect of all matters upon which holders of Ordinary Shares are entitled to vote, each Class A Ordinary Share are entitled to one (1) vote and each Class B Ordinary Share are entitled to twenty (20) votes. At any meeting of shareholders a resolution put to the vote of the meeting shall be decided by way of a poll and not by way of a show of hands. A poll shall be taken in such manner and at such place as the chairperson of the meeting may direct (including the use of a ballot or voting papers, or tickets) and the result of a poll shall be deemed to be the resolution of the meeting.

Class A Ordinary Shares and Class B Ordinary Shares vote together on all matters, except that we will not, without the approval of holders of a majority of the voting power of the Class B Ordinary Shares, voting exclusively and as a separate class:

- increase the number of authorized Class B Ordinary Shares;

- issue any Class B Ordinary Shares or securities convertible into or exchangeable for Class B Ordinary Shares, other than to any Key Executive or his or her affiliates, or on a pro rata basis to all holders of Class B Ordinary Shares permitted to hold such shares under the Memorandum and Articles of Association;
- create, authorize, issue, or reclassify into, any preference shares in our capital or any shares in our capital that carry more than one (1) vote per share;
- reclassify any Class B Ordinary Shares into any other class of shares or consolidate or combine any Class B Ordinary Shares without proportionately increasing the number of votes per Class B Ordinary Share; or
- amend, restate, waive, adopt any provision inconsistent with or otherwise vary or alter any provision of the Memorandum and Articles of Association relating to the voting, conversion or other rights, powers, preferences, privileges or restrictions of the Class B Ordinary Shares;

An ordinary resolution to be passed by the shareholders requires a simple majority of votes cast at a meeting of shareholders, while a special resolution requires not less than two-thirds of votes cast at a meeting of shareholders.

General Meetings of Shareholders

The Company will hold an annual general meeting at such time and place as the board of directors of the Company will determine. The board of directors of the Company may call extraordinary general meetings whenever they think fit, and must convene an extraordinary general meeting upon the requisition of (a) shareholders holding at least one third of the votes that may be cast at such meeting, or (b) the holders of Class B Ordinary Shares entitled to cast a majority of the votes that all Class B Ordinary Shares are entitled to cast. At least seven (7) calendar days' notice in writing shall be given for any general meeting.

One or more shareholders holding not less than one-third of the total issued share capital of the Company in issue present in person or by proxy and entitled to vote will be a quorum for all purposes, provided that, from and after the Acquisition Effective Time where Class B Ordinary Shares are in issue, the presence in person or by proxy of holders of a majority of Class B Ordinary Shares will be required in any event.

Transfer of Ordinary Shares

Subject to applicable laws, including securities laws, and the restrictions contained in the Memorandum and Articles of Association, any shareholders may transfer all or any of their Class A Ordinary Shares by an instrument of transfer in the usual or common form, in a form prescribed by NASDAQ or any other form approved by our board of directors.

Class B Ordinary Shares may be transferred only to a Permitted Transferee of the holder and any Class B Ordinary Shares transferred otherwise will be converted into Class A Ordinary Shares as described above. See “— Conversion.”

A “Permitted Transferee” with respect to the Class B Ordinary Shareholders, means any or all of the following:

- (a) Danny Yeung and his Permitted Entities and Permitted Transferees of each of them (each a “Key Executive”);
- (b) any Key Executive’s Permitted Entities;
- (c) the transferee or other recipient in any transfer of any Class B Ordinary Shares by any Class B Ordinary Shareholder: (i) to (A) his or her Family Members; (B) any other relative or individual approved by our board of directors; or (C) any trust or estate planning entity (including partnerships, limited companies, and limited liability companies), that is primarily for the benefit of, or the ownership interests of which are Controlled by, such Class B Ordinary Shareholder, his or her Family Members, and/or other trusts or estate planning entities described in this paragraph (c), or any entity Controlled by such Key Executive or a trust or estate planning entity; or (ii) occurring by operation of law, including in connection with divorce proceedings;
- (d) any charitable organization, foundation, or similar entity;
- (e) our Company or any of its subsidiaries; or
- (f) in connection with a transfer as a result of, or in connection with, the death or incapacity of a Key Executive: any Key Executive’s Family Members, another Class B Ordinary Shareholder, or a designee approved by majority of all our directors, provided that in case of any transfer of Class B Ordinary Shares pursuant to clauses (b) through (e) above to a person who at any later time ceases to be a Permitted Transferee under the relevant clause, we shall be entitled to refuse registration of any subsequent transfer of such Class B Ordinary Shares except back to the transferor of such Class B Ordinary Shares pursuant to clauses (b) through (e) (or to a Key Executive or his or her Permitted Transferees) and in the absence of such transfer back to the transferor (or to a Key Executive or his or her Permitted Transferees), the applicable Class B Ordinary Shares shall be subject to mandatory conversion as set out above.

A “Permitted Entity” with respect to any Key Executive means:

- (a) any person in respect of which such Key Executive has, directly or indirectly: (i) control with respect to the voting of all the Class B Ordinary Shares held by or to be transferred to such person; (ii) the ability to direct or cause the direction of the management and policies of such person or any other person having the authority referred to in the preceding clause (a)(i) (whether by contract, as executor, trustee, trust protector or otherwise); or (iii) the operational or practical control of such person, including through the right to appoint, designate, remove or replace the person having the authority referred to in the preceding clauses (a)(i) or (ii);
- (b) any trust the beneficiaries of which consist primarily of a Key Executive, his or her Family Members, and/or any persons Controlled directly or indirectly Controlled by such a trust; and

(c) any person Controlled by a trust described in the immediately preceding clause (b).

“Family Member” means the following individuals: the applicable individual, the spouse of the applicable individual (including former spouses), the parents of the applicable individual, the lineal descendants of the applicable individual, the siblings of the applicable individual, and the lineal descendants of a sibling of the applicable individual. For purposes of the preceding sentence, the descendants of any individual shall include adopted individuals and their issue but only if the adopted individual was adopted prior to attaining age 18.

“Controlled” means directly or indirectly: (i) the ownership or control of a majority of the outstanding voting securities of such person; (ii) the right to control the exercise of a majority of the votes at a meeting of the board of directors (or equivalent governing body) of such person; or (iii) the ability to direct or cause the direction of the management and policies of such person (whether by contract, through other legally enforceable rights or howsoever arising).

Our board of directors may decline to register any transfer of any share in the event that any of the following is known by the directors not to be both applicable and true with respect to such transfer:

- the instrument of transfer is lodged with us, or our designated transfer agent or share registrar, accompanied by the certificate for the shares to which it relates (if any) and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of shares;
- the instrument of transfer is properly stamped, if required;
- the transferred shares are fully paid up and free of any lien in favor of us (it being understood and agreed that all other liens, e.g., pursuant to a bona fide loan or indebtedness transaction, shall be permitted); or
- a fee of such maximum sum as NASDAQ may determine to be payable, or such lesser sum as our board of directors may from time to time require, is paid to us in respect thereof.

If our board of directors refuses to register a transfer they shall, within two months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal stating the facts which are considered to justify the refusal to register the transfer.

Liquidation

Our Class A Ordinary Shares and Class B Ordinary Shares will rank equally upon the occurrence of any liquidation, dissolution or winding up, in the event of which our assets will be distributed to, or the losses will be borne by, shareholders in proportion to the par value of the shares held by them.

Calls on Ordinary Shares and Forfeiture of Ordinary Shares

Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their Ordinary Shares. The Ordinary Shares that have been called upon and remain unpaid are, after a notice period, subject to forfeiture.

Redemption of Ordinary Shares

Subject to the provisions of the Cayman Islands Companies Act, we may issue shares that are to be redeemed or are liable to be redeemed at the option of the shareholder or us. The redemption of such shares will be effected in such manner and upon such other terms as we may, by either resolution of our board of directors or special resolution of shareholders, determine before the issue of the shares.

Requirements to Change the Rights of Holders of Class A Ordinary Shares (Item 10.B.4 of Form 20-F)

Variations of Rights of Shares

Subject to certain provisions of the Memorandum and Articles of Association governing the Class B Ordinary Shares, if at any time our share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied without the consent of the holders of the issued shares of that class where such variation is considered by the directors not to have a material adverse effect upon such rights. Otherwise, any such variation will be made only with the consent in writing of the holders of not less than two-thirds of the issued shares of that class, or with the approval of a resolution passed by a majority of not less than two-thirds of the votes cast at a separate meeting of the holders of the shares of that class.

Limitations on the Rights of Holders of Class A Ordinary Shares (Item 10.B.6 of Form 20-F)

There are no limitations under the laws of the Cayman Islands or under the Memorandum and Articles of Association that limit the right of non-resident or foreign shareholders to hold or exercise voting rights on our Class A Ordinary Shares.

Provisions Affecting Any Change of Control (Item 10.B.7 of Form 20-F)

Anti-Takeover Provisions in the Memorandum and Articles of Association. Some provisions of our Memorandum and Articles of Association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including provisions that:

- authorize our board of directors to issue preferred shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preferred shares without any further vote or action by our shareholders; and
- limit the ability of shareholders to requisition and convene general meetings of shareholders.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our Memorandum and Articles of Association for a proper purpose and for what they believe in good faith to be in the best interests of our company.

Ownership Threshold (Item 10.B.8 of Form 20-F)

There are no provisions under Cayman Islands law applicable to the Company, or under the Memorandum and Articles of Association, that require the Company to disclose shareholder ownership above any particular ownership threshold.

Differences Between the Law of Different Jurisdictions (Item 10.B.9 of Form 20-F)

The Companies Act is derived, to a large extent, from the older Companies Acts of England but does not follow recent English statutory enactments and accordingly there are significant differences between the Companies Act and the current Companies Act of England. In addition, the Companies Act differs from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of certain significant differences between the provisions of the Companies Act applicable to us and the laws applicable to companies incorporated in the United States and their shareholders.

Mergers and Similar Arrangements. The Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (i) “merger” means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company, and (ii) a “consolidation” means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each constituent company, and (b) such other authorization, if any, as may be specified in such constituent company’s articles of association. The written plan of merger or consolidation must be filed with the Registrar of Companies of the Cayman Islands together with a declaration as to the solvency of the consolidated or surviving company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

A merger between a Cayman parent company and its Cayman subsidiary or subsidiaries does not require authorization by a resolution of shareholders of that Cayman subsidiary if a copy of the plan of merger is given to every member of that Cayman subsidiary to be merged unless that member agrees otherwise. For this purpose a company is a “parent” of a subsidiary if it holds issued shares that together represent at least ninety percent (90.0%) of the votes at a general meeting of the subsidiary.

The consent of each holder of a fixed or floating security interest over a constituent company is required unless this requirement is waived by a court in the Cayman Islands.

Save in certain limited circumstances, a shareholder of a Cayman constituent company who dissents from the merger or consolidation is entitled to payment of the fair value of his shares (which, if not agreed between the parties, will be determined by the Cayman Islands court) upon dissenting to the merger or consolidation, provide the dissenting shareholder complies strictly with the procedures set out in the Companies Act. The exercise of dissenter rights will preclude the exercise by the dissenting shareholder of any other rights to which he or she might otherwise be entitled by virtue of holding shares, save for the right to seek relief on the grounds that the merger or consolidation is void or unlawful.

Separate from the statutory provisions relating to mergers and consolidations, the Companies Act also contains statutory provisions that facilitate the reconstruction and amalgamation of companies by way of schemes of arrangement, provided that the arrangement is approved by three-fourths in value of each class of shareholders that are present and voting either in person or by proxy at a meeting, or meetings, convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder has the right to express to the court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it determines that:

- the statutory provisions as to the required majority vote have been met;

- the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Act.

The Companies Act also contains a statutory power of compulsory acquisition which may facilitate the “squeeze out” of dissentient minority shareholders upon a tender offer. When a tender offer is made and accepted by holders of 90.0% of the shares affected within four months, the offeror may, within a two-month period commencing on the expiration of such four month period, require the holders of the remaining shares to transfer such shares to the offeror on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed in the case of an offer which has been so approved unless there is evidence of fraud, bad faith or collusion.

If an arrangement and reconstruction by way of scheme of arrangement is thus approved and sanctioned, or if a tender offer is made and accepted, in accordance with the foregoing statutory procedures, a dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of Delaware corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

Shareholders’ Suits. In principle, we will normally be the proper plaintiff to sue for a wrong done to us as a company, and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, the Cayman Islands court can be expected to follow and apply the common law principles (namely the rule in *Foss v. Harbottle* and the exceptions thereto) so that a non-controlling shareholder may be permitted to commence a class action against or derivative actions in the name of the company to challenge actions where:

- a company acts or proposes to act illegally or ultra vires;
- the act complained of, although not ultra vires, could only be effected duly if authorized by more than a simple majority vote that has not been obtained; and
- those who control the company are perpetrating a “fraud on the minority.”

Indemnification of Directors and Executive Officers and Limitation of Liability. Cayman Islands law does not limit the extent to which a company’s memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our amended and restated memorandum and articles of

association provide that that we shall indemnify our officers and directors against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such directors or officer, other than by reason of such person's dishonesty, willful default or fraud, in or about the conduct of our company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such director or officer in defending (whether successfully or otherwise) any civil proceedings concerning our company or its affairs in any court whether in the Cayman Islands or elsewhere. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation.

In addition, we have entered into indemnification agreements with our directors and executive officers that provide such persons with additional indemnification beyond that provided in our amended and restated memorandum and articles of association.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or persons controlling us under the foregoing provisions, we have been informed that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Directors' Fiduciary Duties. Under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of, and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director acts in a manner he reasonably believes to be in the best interests of the corporation. He must not use his corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, the director must prove the procedural fairness of the transaction, and that the transaction was of fair value to the corporation.

As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company and therefore it is considered that he owes the following duties to the company—a duty to act bona fide in the best interests of the company, a duty not to make a profit based on his position as director (unless the company permits him to do so), a duty not to put himself in a position where the interests of the company conflict with his personal interest or his duty to a third-party, and a duty to exercise powers for the purpose for which such powers were intended. A director of a Cayman Islands company owes to the company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his duties a greater degree of skill than may reasonably be expected from a person of his knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands.

Shareholder Action by Written Consent. Under the Delaware General Corporation Law, a corporation may eliminate the right of shareholders to act by written consent by amendment to its certificate of incorporation. Cayman Islands law and our amended and restated memorandum and articles of association provide that our shareholders may approve corporate matters by way of a unanimous written resolution signed by or on behalf of each shareholder who would have been entitled to vote on such matter at a general meeting without a meeting being held.

Shareholder Proposals. Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided it complies with the notice provisions in the governing documents. A special meeting may be called by the board of directors or any other person authorized to do so in the governing documents, but shareholders may be precluded from calling special meetings.

The Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our amended and restated memorandum and articles of association allow any one or more of our shareholders who together hold shares which carry in aggregate not less than one-third of the total number of votes attaching to all issued and outstanding shares of our company entitled to vote at general meetings to requisition an extraordinary general meeting of our shareholders, in which case our board is obliged to convene an extraordinary general meeting and to put the resolutions so requisitioned to a vote at such meeting. Other than this right to requisition a shareholders' meeting, our amended and restated memorandum and articles of association do not provide our shareholders with any other right to put proposals before annual general meetings or extraordinary general meetings. As an exempted Cayman Islands company, we are not obliged by law to call shareholders' annual general meetings.

Cumulative Voting. Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director. There are no prohibitions in relation to cumulative voting under the laws of the Cayman Islands but our amended and restated memorandum and articles of association do not provide for cumulative voting. As a result, our shareholders are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

Removal of Directors. Under the Delaware General Corporation Law, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our amended and restated memorandum and articles of association, directors may be removed with or without cause, by an ordinary resolution of our shareholders.

Transactions with Interested Shareholders. The Delaware General Corporation Law contains a business combination statute applicable to Delaware corporations whereby, unless the corporation has specifically elected not to be governed by such statute by amendment to its certificate of incorporation, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date that such person becomes an interested shareholder. An interested shareholder generally is a person or a group who or which owns or owned 15% or more of the target's outstanding voting share within the past three years. This has the effect of limiting the ability of a potential acquirer to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction which resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware corporation to negotiate the terms of any acquisition transaction with the target's board of directors.

Cayman Islands law has no comparable statute. As a result, we cannot avail ourselves of the types of protections afforded by the Delaware business combination statute. However, although Cayman Islands law does not regulate transactions between a company and its significant shareholders, it does provide that such transactions must be entered into bona fide in the best interests of the company and not with the effect of constituting a fraud on the minority shareholders.

Dissolution; Winding up. Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporation's outstanding shares.

Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board.

Under Cayman Islands law, a company may be wound up by either an order of the courts of the Cayman Islands or by a special resolution of its members or, if the company is unable to pay its debts as they fall due, by an ordinary resolution of its members. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so.

Variation of Rights of Shares. Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under our amended and restated memorandum and articles of association, if our share capital is divided into more than one class of shares, the rights attached to any such class may, only be materially adversely varied with the consent in writing of the holders of two-thirds of the issued shares of that class or with the sanction of an ordinary resolution passed at a separate meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the shares of that class, be deemed to be materially adversely varied by the creation, allotment or issue of further shares ranking *pari passu* with or subsequent to them or the redemption or purchase of any shares of any class by our company. The rights of the holders of shares shall not be deemed to be materially adversely varied by the creation or issue of shares with preferred or other rights including, without limitation, the creation of shares with enhanced or weighted voting rights.

Amendment of Governing Documents. Under the Delaware General Corporation Law, a corporation's governing documents may be amended with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under the Companies Act and our amended and restated memorandum and articles of association, our memorandum and articles of association may only be amended by a special resolution of our shareholders.

Rights of Non-resident or Foreign Shareholders. There are no limitations imposed by our amended and restated memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our amended and restated memorandum and articles of association that require our company to disclose shareholder ownership above any particular ownership threshold.

Changes in Capital (Item 10.B.10 of Form 20-F)

We may from time to time by ordinary resolution, subject to the rights of holders of Class B Ordinary Shares:

- increase its share capital by such sum, to be divided into shares of such amount, as the resolution will prescribe;
- consolidate and divide all or any of its share capital into shares of a larger amount than existing shares;

- sub-divide its existing shares or any of them into shares of a smaller amount; provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share will be the same as it was in case of the share from which the reduced share is derived; or
- cancel any shares that at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

Subject to the rights of Class B Ordinary Shares, we may by special resolution reduce its share capital or any capital redemption reserve fund in any manner permitted by law.

Debt Securities (Item 12.A of Form 20-F)

Not applicable.

Warrants and Rights (Item 12.B of Form 20-F)

The number of warrants that were outstanding as of December 31, 2024 is provided on the cover of our 2024 Form 20-F. Our warrants are issued in registered (book-entry) form under the warrant agreement, dated May 13, 2021, by and between Artisan Acquisition Corp. (“Artisan”) and Continental Stock Transfer & Trust Company (“Continental”), as warrant agent, as amended by the Assignment, Assumption and Amendment Agreement, dated September 15, 2021, by and among Artisan, the Company and Continental (the warrant agreement, as amended, the “Warrant Agreement”).

In connection with and upon the consummation of the Business Combination, each Artisan Warrant outstanding immediately prior to the Business Combination was assumed by the Company and converted into a Warrant entitling the holder thereof to purchase such number of Class A Ordinary Share equal to the Class A Exchange Ratio upon exercise. Each Warrant continues to have and be subject to substantially the same terms and conditions as were applicable to such Artisan Warrant immediately prior to the consummation of the Business Combination (including any repurchase rights and cashless exercise provisions).

The following summary of certain provisions relating to our warrants does not purport to be complete and is subject to, and is qualified in its entirety by reference to the Warrant Agreement.

General

Each warrant entitles its holder to purchase one Class A Ordinary Share at an exercise price of \$11.50 per share, subject to certain adjustments (the “Exercise Price”). Our warrants became exercisable on June 17, 2022. The warrants will expire at the earliest to occur of (i) 5:00 p.m., New York City time on May 18, 2027 and (ii) 5:00 p.m., New York City time on the redemption date, if any, that we may fix in accordance with the Warrant Agreement, except that in the case of any private warrants held by the Sponsor or any of its Permitted Transferees, they will expire at 5:00 p.m., New York City time on May 18, 2027 (the expiration dates of the warrants, the “Expiration Date”). We may in our sole discretion extend the duration of the warrants so long as we provide at least twenty (20) days’ prior written notice to all registered holders. Any such extension must be identical among all of the warrants. Any warrant not exercised prior to its expiration will become void.

Exercise of Warrants

A warrant may be exercised by delivering to the warrant agent (i) the warrant, (ii) an election to purchase form, and (iii) the payment in full of the Exercise Price and any and all applicable taxes due in connection with the exercise.

As soon as practicable after the exercise of any warrant we will issue a book-entry position or certificate, as applicable, for the Class A Ordinary Shares. All Class A Ordinary Shares issued upon the proper exercise of a warrant in conformity with the Warrant Agreement will be validly issued, fully paid and non-assessable.

A warrant holder may notify us in writing of the holder's election to be subject to a provision of the Warrant Agreement preventing the holder from exercising a warrant, to the extent that, after giving effect to such exercise, the holder (together with its affiliates), to the warrant agent's actual knowledge, would beneficially own in excess of 9.8% (or such other amount as a holder may specify) (the "Maximum Percentage") of our outstanding Class A Ordinary Shares immediately after giving effect to such exercise. By written notice to us, a warrant holder may increase or decrease the Maximum Percentage to any other percentage specified in such notice; provided, however, that any such increase will not be effective until the sixty-first (61st) day after such notice is delivered to us.

Notwithstanding the above, we are not obligated to deliver any Class A Ordinary Shares pursuant to the exercise of a warrant and do not have the obligation to settle such warrant exercise unless a registration statement under the Securities Act with respect to the Class A Ordinary Shares underlying the warrants is then effective and a prospectus relating thereto is current, subject to our satisfaction of obligations with respect to registration under the Warrant Agreement, or a valid exemption from registration is available. No warrant will be exercisable and we will not be obligated to issue a Class A Ordinary Share upon exercise of a warrant unless the Class A Ordinary Share issuable upon such warrant exercise has been registered, qualified or deemed to be exempt under the securities laws of the state of residence of the registered holder of the warrants.

Adjustments

We may, in our sole discretion, lower the Exercise Price at any time prior to the Expiration Date for a period of not less than fifteen business days, unless otherwise required by applicable laws, stock exchange rules or the U.S. Securities and Exchange Commission (the "SEC"), provided that we provide at least five days' prior written notice to the holders and any such reduction shall be identical among all of the warrants.

The number of Class A Ordinary Shares issuable upon the exercise of the warrants is subject to customary adjustments in certain circumstances, such as a capitalization or share dividend of Ordinary Shares, or by a sub-division of Ordinary Shares or other similar event, as described in the Warrant Agreement. In the event the number of Class A Ordinary Shares purchasable upon the exercise of the warrants is adjusted, the Exercise Price will be adjusted (to the nearest cent) by multiplying the Exercise Price immediately prior to such adjustment, by a fraction (x) the numerator of which shall be the number of Ordinary Shares purchasable upon the exercise of the warrants immediately prior to such adjustment, and (y) the denominator of which shall be the number of Ordinary Shares so purchasable immediately thereafter.

If, by reason of any adjustment made pursuant to the events described above, the holder of any warrant would be entitled, upon the exercise of such warrant, to receive a fractional interest in a share, we will, upon such exercise, round down to the nearest whole number the number of Ordinary Shares to be issued to such holder.

Warrant holders also have replacement rights in the case of certain reclassification, reorganization, merger, consolidation or sale transactions involving our company or substantially all of our assets (each a "Replacement Event"). Upon the occurrence of any Replacement Event, warrant holders will have the right

to purchase and receive (in lieu of our Class A Ordinary Shares) the kind and amount of stock or other securities or property (including cash) receivable upon such Replacement Event that the holder would have received if the warrants were exercised immediately prior to such event.

Upon any adjustment of the Exercise Price or the number of shares issuable upon exercise of a warrant, we will provide written notice of such adjustment to the warrant agent stating the Exercise Price resulting from such adjustment and the increase or decrease, if any, in the number of Class A Ordinary Shares purchasable at such price upon the exercise of a warrant. We will also provide written notice of any adjustment described above to each warrant holder at the last address set forth in the warrant register, of the record date or the effective date of the event.

Cashless Exercise

We agreed to use commercially reasonable efforts to file with the SEC as soon as practicable a registration statement for the registration, under the Securities Act, of the Class A Ordinary Shares issuable upon exercise of the warrants. We are obligated to use commercially reasonable efforts to cause the registration statement to become effective and to maintain its effectiveness, and a current prospectus relating thereto, until the expiration or redemption of the warrants. Warrant holders have the right, during any period that we may fail to, as agreed, maintain an effective registration statement covering the Class A Ordinary Shares issuable upon exercise of the warrants, to exercise such warrants on a “cashless basis.” In a cashless exercise, holders may exchange their warrants for a number of Class A Ordinary Shares equal to the lesser of (A) the quotient obtained by dividing (x) the product of the number of Class A Ordinary Shares underlying the warrants, multiplied by the excess of the Fair Market Value (as defined hereinafter) less the Exercise Price by (y) the Fair Market Value and (B) 0.361 per warrant. “Fair Market Value” in this paragraph means the volume weighted average price of the Class A Ordinary Shares as reported during the ten trading days ending on the trading day prior to the date that notice of exercise is received by the warrant agent.

If, by reason of any exercise of warrants on a “cashless basis”, the holder of any warrant would be entitled, upon the exercise of such warrant, to receive a fractional interest in a Class A Ordinary Share, we will round down to the nearest whole number, the number of Class A Ordinary Shares to be issued to such holder.

Redemption

We have the right to redeem all the warrants (but not less than all the warrants), at any time while they are exercisable and prior to their expiration, at the office of the warrant agent, upon notice to the registered holders of the warrants, at the price of \$0.01 per warrant (the “Redemption Price”), if (i) the last reported sale price of our Class A Ordinary Shares has been at least \$18.00 per share (subject to certain adjustments), for any twenty (20) trading days within the thirty (30) trading-day period ending on the third trading day prior to the date on which notice of the redemption is given and (ii) there is an effective registration statement covering issuance of the Class A Ordinary Shares issuable upon exercise of the warrants, and a current prospectus relating thereto, available throughout the 30 days prior to the redemption date.

In the event we choose to redeem all outstanding warrants, we are required to (i) fix a date for the redemption and (ii) provide notice to the registered holders of the warrants at least 30 days prior to the redemption date. We will mail any such notice of redemption by first class mail, postage prepaid, not less than 30 days prior to the redemption date to registered warrant holders. The notice will be sent to each registered holder’s last address as it appears on the registration books. Any notice so mailed will be conclusively presumed to have been duly given, whether or not the registered holder actually receives such notice.

If there is no effective registration statement and current prospectus available, we may nonetheless redeem the warrants on a “cashless basis,” provided that (i) the last reported sale price of our Class A Ordinary Shares has been at least \$10.00 per share (subject to certain adjustments) the last reported sales price of the Class A Ordinary Shares for any twenty (20) trading days within the thirty (30) trading-day period ending on the third trading day prior to the date on which notice of the redemption is given; and (ii) the holders are able to exercise their warrants on a cashless basis prior to redemption and receive that number of Class A Ordinary Shares determined based on the date of redemption and the volume weighted average price of the Class A Ordinary Shares during the ten trading days immediately following the date on which the notice of redemption is sent to holders of the warrants.

On and after the redemption date, the record holder of the warrants will have no further rights except to receive, upon surrender of the warrants, the Redemption Price.

The redemption rights above do not apply to the private warrants unless and until they are transferred to persons other than the Sponsor and its Permitted Transferees.

Other Securities (Item 12.C of Form 20-F)

Not applicable.

Description of American Depositary Shares (Items 12.D.1 and 12.D.2 of Form 20-F)

Not applicable.

Exhibit 4.24

Unit Purchase Agreement

This Unit Purchase Agreement (this “Agreement”), dated as of May 23, 2024 (the “Effective Date”), is by and among ACM Europa VII-C LLC, a Delaware limited liability company (“ACM Europa VII-C”), AFI Partners Fund IV, LP, a Delaware limited partnership (“AFI Partners Fund IV”), and AFI Partners LLC, a Delaware limited liability company (“AFI Partners,” and together with ACM Europa VII-C and AFI Partners Fund IV, collectively, the “Sellers,” and each a “Seller”), Prenetics Global Limited, a Cayman Islands incorporated company (the “Purchaser”), Europa Partners Holdings, LLC, a Delaware limited liability company (the “Company”), Europa Sports Investments, LLC, a Delaware limited liability company (“Europa Sports Investments”), Europa Sports Partners, LLC, a Delaware limited liability company (“Europa Sports Partners”), and Hubmatrix Partners, LLC, a Delaware limited liability company (“Hubmatrix,” and together with Europa Sports Investments and Europa Sports Partners, collectively, the “Subsidiaries” and each a “Subsidiary”).

WHEREAS, ACM Europa VII-C holds 120,000,000 units of membership interest of the Company, AFI Partners Fund IV holds 130,890,296 units of membership interest of the Company, and AFI Partners holds 15,776,370 units of membership interest of the Company (together, the “Units”);

WHEREAS, the Company owns all of the outstanding Equity Interests of Europa Sports Investments, which in turn owns all of the outstanding Equity Interests of each of Europa Sports Partners and Hubmatrix;

WHEREAS, the Sellers and the Purchaser desire to enter into this Agreement pursuant to which the Sellers will convey to the Purchaser the Units, representing one hundred percent (100%) of the issued and outstanding equity in the Company, for the consideration, and on the terms and subject to the conditions, set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase of Units**. On the terms and subject to the conditions set forth in this Agreement, each Seller hereby sells, transfers, assigns, conveys, and delivers to the Purchaser, and the Purchaser does hereby acquire and accept from each Seller, all of such Seller’s right, title, and interest in and to the Units held by such Seller, for the price of \$0.00000004 per Unit. At the Closing, Purchaser shall pay \$4.50 to ACM Europa VII-C, \$4.91 to AFI Partners Fund IV, and \$0.59 to AFI Partners (each such amount, a “Purchase Price”) for their respective Units.

2. **Closing; Closing Deliverables**.

(a) **Closing**. Subject to the terms and conditions of this Agreement, the purchase and sale of the Units contemplated hereby shall take place at a closing (the “Closing”) no later than two (2) Business Days after the last of the conditions to Closing set forth in Section 3 below have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), remotely via the electronic exchange of documents and signatures (or their electronic counterparts), or at such other time or on such other date or at such other place as the Sellers and Purchaser may mutually agree upon in writing (the day on which the Closing takes place being the “Closing Date”).

(b) **Closing Deliverables**. At the Closing:

(i) The Purchaser shall pay, or cause to be paid, the applicable Purchase Price to each Seller by wire transfer of immediately available funds to accounts provided in writing by each Seller to Purchaser.

(ii) Each Seller shall deliver to the Purchaser, free and clear of any liens or Encumbrances, any certificates or other evidence of unit ownership representing the Units, if any, together with a duly executed transfer power, substantially in the forms set forth as Exhibit A hereto, for the transfer of the Units to the Purchaser (the “Unit Transfer Power”).

(iii) Each Seller shall provide to the Purchaser all keys, security codes, and other access devices or information necessary to assume operational control of the Company’s physical and digital assets pertaining to the Company Group.

(iv) Each Seller shall cause its Representative(s) on the Board of Directors (each as defined in the Company’s Second Amended and Restated Limited Liability Company Agreement, as of December 7, 2022 (the “Operating Agreement”)) to execute and deliver to the Company a letter of resignation as a Representative and from any and all offices or other positions with the Company and each of its subsidiaries or affiliates that such person may hold (the “Letters of Resignation”).

(v) AFI Partners Fund IV shall deliver to Purchaser a duly executed Assignment of Promissory Note (the “Note Assignment”), in form and substance reasonably satisfactory to Purchaser and AFI Partners Fund IV, assigning to Purchaser that certain Second Lien Subordinated Promissory Note, dated August 31, 2023, issued to AFI Partners Fund IV by Europa Sports Partners, LLC and Hubmatrix Partners, LLC in the principal amount of \$678,500.

3. Closing Conditions.

(a) Conditions to Obligations of all Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(i) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(ii) The parties shall have received all consents, authorizations, orders and approvals from any Governmental Authorities, if applicable, and no such consent, authorization, order and approval shall have been revoked.

(b) Conditions to Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver in writing by Sellers (if permitted by applicable Law) at or prior to the Closing of each of the following conditions:

(i) Each representation and warranty of Purchaser set forth in Article IV that is qualified by materiality or similar phrases in the representations and warranties shall be true and correct in all respects as of the date hereof and as of the Closing Date as if made at and as of the Closing Date, and each such representation and warranty that is not so qualified shall be true and correct in all material

respects as of the date hereof and as of the Closing Date as if made at and as of the Closing Date, except in each case to the extent that such representation and warranty refers to a specified date, in which case such representation and warranty shall have been true and correct in all respects (or true and correct in all material respects, as applicable) as of such specified date.

(ii) Purchaser shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.

(iii) Purchaser shall have delivered or caused to be delivered to Sellers the items required by Section 2(b) to be delivered by Purchaser.

(iv) All fees, costs and expenses incurred by counsel to the Company and its Subsidiaries: (A) as of the date hereof shall have been paid as of the date hereof, the outstanding amount being approximately \$50,000; and (B) as of the Closing Date shall have been paid as of the Closing Date.

(v) The Sellers shall have paid for, and have delivered evidence to the Company and Purchaser of such payment, a fully-paid directors and officers liability tail insurance policy (which may be the tail policy currently in effect for which amounts remain due to the insurer), sufficient to cover the Company's obligations during the six (6) year period following the Closing Date for the indemnification of directors, managers and officers for any Occurrence prior to the Closing Date.

(c) Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver in writing by Purchaser (if permitted by applicable Law) at or prior to the Closing of each of the following conditions:

(i) Each representation and warranty made by the Sellers in this Agreement that is qualified by materiality or similar phrases in the representations and warranties shall be true and correct in all respects as of the date hereof and as of the Closing Date as if made at and as of the Closing Date, and each such representation and warranty that is not so qualified shall be true and correct in all material respects as of the date hereof and as of the Closing Date as if made at and as of the Closing Date, except in each case to the extent that such representation and warranty refers specifically to an earlier date, in which case such representation and warranty shall have been true and correct in all respects (or true and correct in all material respects, as applicable) as of such earlier date.

(ii) Each Seller shall have performed in all material respects all obligations required to be performed by such Seller under this Agreement at or prior to the Closing Date.

(iii) Sellers shall have delivered or caused to be delivered to Purchaser the items required by Section 2(b) to be delivered by one or more Sellers.

(iv) Sellers shall have received all consents, authorizations, orders and approvals referred to in Section 4(c) and Section 5(d), in each case, in form and substance reasonably satisfactory to Purchaser, and no such consent, authorization, order and approval shall have been revoked.

(v) Purchaser shall have received a certificate, dated the Closing Date and signed on behalf of the Sellers, that each of the conditions set forth in Section 3(c)(i) and Section 3(c)(ii) have been satisfied.

(vi) The Company will have delivered to Purchaser a certificate, dated as of the Closing Date, of the Secretary or executive officer of the Company certifying that (i) attached thereto are true and complete copies of all of the organizational documents of the Company and its Subsidiaries, as amended to date, (ii) attached thereto is a complete and correct copy of the resolutions adopted by the board of directors (or similar governing body) of the Company authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to which the Company is a party and the consummation of the transactions contemplated by this Agreement, and (iii) such organizational documents, resolutions, approvals and consents have not been amended or modified in any respect and remain in full force and effect as of the Closing Date.

(vii) The Company will have delivered to Purchaser a good standing certificate for the Company and each of the Subsidiaries from the Secretary of State (or equivalent Governmental Authority) of its jurisdiction of its organization, dated no earlier than ten (10) Business Days prior to the Closing Date.

(viii) The Company will have delivered to Purchaser the Additional Financial Statements as defined in Section 9(c).

(ix) The Company shall have (i) delivered all notices and (ii) obtained and delivered to Purchaser, in form and substance reasonably acceptable to Purchaser, all consents, in each case from each of the third parties set forth on Section 4(c) of the Disclosure Schedules and Section 5(d) of the Disclosure Schedules.

(x) Each Seller shall have delivered, or caused to be delivered, to Purchaser a duly executed and valid Internal Revenue Service Form W-9.

(xi) Sellers shall have delivered to Purchaser evidence of a fully-paid directors and officers liability tail insurance policy, sufficient to cover the Company's obligations during the six (6) year period following the Closing Date for the indemnification of directors, managers and officers for any Occurrence prior to the Closing Date.

(xii) Sellers shall have delivered to Purchaser documentation, in form and substance acceptable to Purchaser, regarding the engagement of Justin Weeks as the Company's Chief Executive Officer ("CEO") and Tony Todaro as the Company's Chief Financial Officer ("CFO").

(d) Frustration of Closing Conditions and Covenants. No party hereto may rely on the failure of any condition set forth in Section 3(a) or 3(b), as the case may be, to be satisfied if such failure was directly and proximately caused by such party's failure to comply with its obligations under or to consummate the transactions contemplated by this Agreement. Purchaser may not rely on the failure of any such condition to be satisfied, or otherwise rely on the breach of any covenant of any Seller or any member of the Company Group hereunder, to consummate the transactions contemplated by this Agreement if such failure was directly or indirectly caused Purchaser's failure to consent to any expenditure or action as required by Section 9 hereof.

4. Representations and Warranties of the Sellers. Except as set forth in either (x) the disclosure schedules delivered by the Sellers concurrently with the execution and delivery of this Agreement or (y) the Data Room (collectively, the "Disclosure Schedules"), each Seller, severally, and not jointly, hereby represents and warrants to the Purchaser that the statements set forth in this Section 4 are true and correct as of the date hereof and as of the Closing Date with respect to such Seller.

(a) Authority; Enforceability. Such Seller has full power and authority to enter into this Agreement and the documents to be delivered hereunder, to transfer its title to its Units, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance by such Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, have been duly authorized by all requisite corporate action on the part of such Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by such Seller and (assuming due authorization, execution and delivery by the Purchaser, the Company and other Sellers) this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of such Seller enforceable against it in accordance with their respective terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (iii) applicable federal or state securities laws (collectively, the "Equitable Exceptions").

(b) Organization and Qualification of Seller. Such Seller is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all requisite power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it is currently conducted. Such Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to be adversely material to such Seller.

(c) No Conflicts; Consents. The execution, delivery and performance by such Seller of this Agreement and each Transaction Document, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) result in a violation or breach of any provision of the organizational trust documents of such Seller; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to such Seller; or (c) except as set forth in Section 4(c) of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which such Seller is a party. Except as set forth in Section 4(c) of the Disclosure Schedules, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to such Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(d) Title. Each Seller is the sole record and beneficial owner of all right, title, and interest in and to the Units held by such Seller, free and clear of any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance ("Encumbrance"). The Units constitute all of the issued and outstanding securities of the Company. There are no outstanding options, warrants or other rights of any kind to acquire from Sellers or any member of the Company Group any membership interest or other equity of the Company Group or securities convertible into or exchangeable for, or which otherwise confer on the holder thereof any right to acquire, any such additional membership interest or other equity, nor is any member of the Company Group or any Seller committed to issue any such option, warrant, right or security.

(e) Brokers. No broker, finder, investment banker, or other third party is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of such Seller or the Company Group.

(f) No Other Representations and Warranties. Except for the representations and warranties contained in this Section 4 and Section 5, no Seller, nor any other person or entity, has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Sellers or the Company Group, including any representation or warranty as to the accuracy or completeness of any information regarding the Company Group furnished or made available to the Purchaser and its representatives, or as to the future revenue, profitability or success of the Company Group, or any representation or warranty arising from statute or otherwise in law.

5. Representations and Warranties of the Company Group. Except as set forth in the Disclosure Schedules, each member of the Company Group, jointly and severally, hereby represents and warrants to the Purchaser that the statements set forth in this Section 5 are true and correct. References to "Knowledge" of the Company Group used herein shall mean the knowledge of the CFO and any successor thereto and of the CEO, and any successor thereto, in each case and the knowledge such persons would have after reasonable due inquiry.

(a) Authority; Enforceability. As of the date hereof and as of the Closing Date: (i) such member of the Company Group has full power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby; (ii) the execution, delivery, and performance by such member of the Company Group of this Agreement and the documents to be delivered hereunder, and the consummation by such member of the Company Group of the transactions contemplated hereby, have been duly authorized by all requisite corporate action on the part of such member of the Company Group; and (iii) this Agreement and the documents to be delivered hereunder have been duly executed and delivered by such member of the Company Group and (assuming due authorization, execution and delivery by the Purchaser and the Sellers) this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of such member of the Company Group enforceable against it in accordance with their respective terms except as limited by the Equitable Exceptions.

(b) Organization and Qualification. As of the date hereof and as of the Closing Date: (i) each member of the Company Group is a limited liability company duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to own, license, use, lease and operate its assets and properties and to carry on its business as it is now being conducted; and (ii) each member of the Company Group is duly qualified, licensed or admitted to do business and in good standing in every jurisdiction in which such qualification, licensing or admission is necessary because of the nature of the property owned, leased or operated by it or the nature of the business conducted by it (each of which jurisdictions is listed in Section 5(b) of the Disclosure Schedules).

(c) Subsidiaries. As of the date hereof and as of the Closing Date: (i) Section 5(c) of the Disclosure Schedules sets forth a complete and accurate list of the name and jurisdiction of each Subsidiary and the number and type of the authorized, issued and outstanding Equity Interests of each Subsidiary and the current ownership thereof; (ii) all of the outstanding Equity Interests of each Subsidiary are directly owned of record by the Company, free and clear of any Encumbrances (other than applicable securities Laws); and other than the Subsidiaries, the Company does not have, directly or

indirectly, any equity interest (or interest convertible into or exchangeable into such interests) in any Person.

(d) No Conflicts; Consents. As of the date hereof and as of the Closing Date: (i) the execution, delivery, and performance of this Agreement by such member of the Company Group does not and will not (a) result in a violation or breach of any provision of the certificate of incorporation or by-laws (or equivalent governing document) of any member of the Company Group; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to the Company Group; or (c) except as set forth in Section 5(d) of the Disclosure Schedules, require the consent, notice or other action by any Person under, result in a material violation or breach of, constitute a default under, or result in the acceleration of any Contract to which any member of the Company Group is a party, or result in the creation of any lien upon any of the properties or assets of the Company Group pursuant to any agreement, instrument, order, judgment, or decree to which they are a party or by which they are bound.

(e) Financial Information. As of the date hereof, copies of the Company's audited consolidated financial statements consisting of the balance sheet of the Company as at December 31 in each of the years 2021 and 2022 and the related statements of income and retained earnings, members' equity and cash flow for the years then ended (the "Audited Financial Statements"), and unaudited consolidated financial statements consisting of the balance sheet of the Company as at December 31, 2023 and the related statements of income and retained earnings, members' equity and cash flow for the year then ended (the "Unaudited Financial Statements" and together with the Audited Financial Statements, the "Financial Statements") have been made available to the Purchaser. As of the date hereof and as of the Closing Date. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, in the case of the Unaudited Financial Statements, to normal and recurring year-end adjustments and the absence of notes, and fairly present the financial position and results of operations of the Company in all material respects as of their respective dates and for the respective periods presented.

(f) Absence of Undisclosed Liabilities; Debt. As of the date hereof and as of the Closing Date: except as identified in Section 5(f) of the Disclosure Schedules, (i) to the Knowledge of the Company Group: there are no liabilities, debts or other obligations of any nature, whether known or unknown, asserted or unasserted, absolute, accrued, contingent, liquidated, unliquidated or otherwise, due or to become due or otherwise relating to the business of the Company Group, except for those (A) reflected in the latest balance sheet contained in the Financial Statements (the "Balance Sheet") or (B) that were incurred since the date of the Balance Sheet and were normal and recurring expenses incurred in the ordinary course of business; and (ii) the Company Group does not have any indebtedness for borrowed money.

(g) Tax Returns and Payments. As of the date hereof and as of the Closing Date, except as identified in Section 5(g) of the Disclosure Schedules: (i) there are no income or other taxes due and payable by the Company Group that have not been timely paid and no withholding taxes required to be withheld by the Company Group that have not been withheld and timely paid over to the appropriate Governmental Authority; (ii) there have been no examinations or audits with respect to any taxes or tax returns of the Company Group, by any applicable federal, state, county, local or foreign Governmental Authority, and the Company Group has not received written notice of an intent to commence any such examination or audit that remains outstanding; and (iii) the Company Group has duly and timely filed all income or other tax returns required to have been filed by it, and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

(h) ERISA. As of the date hereof and as of the Closing Date, Section 5(h) of the Disclosure Schedules sets forth each “employee benefit plan” (within the meaning of Section 3(3) of ERISA), retirement, employment, consulting, incentive or deferred compensation, stock purchase, stock option, or equity-based arrangement, medical, health, disability, sick leave, or other similar arrangement, whether or not subject to ERISA or reduced to writing, in effect and covering one or more employees, former employees or the beneficiaries or dependents of any such persons, and is or has been maintained, sponsored, contributed to, or required to be contributed to by the Company Group. Each such plan and related trust complies with and has been established, maintained, operated and administered in all material respects accordance with its terms, as well as all applicable laws. Each plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such plan is so qualified. If applicable, the Company Group has made all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with all applicable laws for any such employee benefit plan.

(i) Employee Matters; Labor Relations.

(i) Section 5(i)(i) of the Disclosure Schedules sets forth, as of the Closing Date: (i) the name and current annual salary and any bonus or commitment to pay any other amount or benefit, including upon termination, of all officers of the Company Group; and (ii) the names and titles of all directors and officers of the Company Group. Except as set forth on Section 5(i)(i) of the Disclosure Schedules, the Company Group have complied and are in compliance in all material respects with the terms of all applicable laws pertaining to labor, employment, termination of employment of current or former employees, and employment practices, including but in no way limited to the classification of independent contractors and exempt and non-exempt employees.

(ii) As of the date hereof, there is no unfair labor practice, charge or complaint or other proceeding pending or, to the Knowledge of the Company Group, threatened against the Company Group. As of the Closing Date, there is no unfair labor practice, charge or complaint or other proceeding pending or, to the Knowledge of Sellers, threatened against the Company Group. No member of the Company Group are not party to or bound by any collective bargaining, labor, union or similar Contract, and no employees of Sellers are represented by any labor union, works council, or other labor organization with respect to their employment with Sellers.

(j) Compliance with Laws; Permits. As of the date hereof and as of the Closing Date, The Company Group is not, and in the last five (5) years has not been, in material violation of, or has been charged with any violation of, any law, regulation, order, or decree applicable to the Company Group or its business. The Company Group holds all permits, licenses, franchises, approvals, consents, registrations, clearances, variances, exemptions, orders, certificates or authorizations by or of any Governmental Authority necessary or appropriate to conduct of its business (collectively, the “Permits”). All the Permits material of the operation of the Company Group’s business as of the Closing are listed in Section 5(j) of the Disclosure Schedules, which shall be provided to Purchaser on or before June 30, 2024.

(k) Contracts. As of the Closing Date: (i) Section 5(k)(i) of the Disclosure Schedules lists all Material Contracts to which the Company Group is a party; (ii) each such Material Contract, is in full force and effect and constitutes a legal, valid, binding agreement, enforceable against the Company Group, and to the Knowledge of the Company Group, each other party thereto, in accordance with its

terms; (iii) neither the Company Group nor, to the Knowledge of the Company Group, any other party to each such Contract is in material violation or breach of, or in material default under, nor has there occurred an event or condition that with the passage of time or giving of notice (or both) would constitute a material default under, or permit the termination of, any such Contract; (iv) except as set forth in Section 5(k)(iv) of the Disclosure Schedules, to the Knowledge of the Company Group there are no disputes pending or, to the Knowledge of the Company Group, threatened under any such Contract; and (v) no Contract to which the Company Group is a party contains any provision or covenant that would, after giving effect to the transactions contemplated hereby, prohibit or limit the ability of Purchaser or any of its Affiliates to engage in any business activity or compete with any Person.

(l) Litigation. As of the date hereof, except as set forth on Section 5(l) of the Disclosure Schedules, there are no legal actions, suits, proceedings, or to the Knowledge of the Company Group, claims or investigations pending against the Company Group or its properties or assets, and there are no outstanding material orders, writs, judgments, decrees, injunctions or settlements against or that restrict the Company Group or its properties or assets. As of the Closing Date, except as set forth on Section 5(l) of the Disclosure Schedules, there are no legal actions, claims, suits, proceedings, or investigations pending or, to the Company's Knowledge, threatened in writing against the Company Group or its properties or assets and there are no outstanding material orders, writs, judgments, decrees, injunctions or settlements against or that restrict the Company Group or its properties or assets.

(m) Transactions with Affiliates. As of the date hereof and as of the Closing Date, no portion of the business of the Company Group is conducted by, with or through an Affiliate of the Company Group that is not a member of the Company Group. As of the Closing Date, except as set forth on Section 5(m) of the Disclosure Schedules, no manager, officer, director, equity holder or Affiliate of the Company Group or Affiliate of such manager, officer or equity holder has: (a) borrowed money from or loaned money to the business that remains outstanding; (b) any contractual or other claim, express or implied, of any kind whatsoever against or in respect of the business of the Company Group; (c) any interest in any assets used or held for use in the business of the Company Group; or (d) engaged in any other transaction with or in respect of the Company Group.

(n) Insurance. Section 5(n) of the Disclosure Schedules sets forth a correct and complete list of all policies held by or on behalf of the Company Group as of the date hereof. As of the Closing Date, all the insurance policies listed on Section 5(n) of the Disclosure Schedules are in full force and effect, all premiums due and payable thereon have been paid and no notice of cancellation or termination has been received with respect to any such policy.

(o) Intellectual Property. Section 5(o) of the Disclosure Schedules sets forth, as of the Closing Date, a true, complete and accurate list of all Intellectual Property and all Software (other than trade secrets, know-how and goodwill attendant to the Intellectual Property and other unregistered intellectual property rights arising from or in connection with such Intellectual Property which are not reducible to schedule form) which are used and/or held for use in the business of the Company Group. As of the Closing Date, the Company Group is the sole and exclusive owner of all right, title and interest in and to, or has a license to use (which licenses are set forth on Section 5(o) of the Disclosure Schedules), all Intellectual Property, Software and Databases, including, without limitation, all Intellectual Property inherent therein and/or appurtenant thereto, free and clear of all Encumbrances, and none of which infringes on the intellectual property or other rights of any third party.

(p) Real Property. As of the date hereof and as of the Closing Date, the Company Group does not own any real property. Section 5(p) of the Disclosure Schedules contains, as of the date

hereof, a correct and complete list of each parcel of real property leased, subleased or occupied to or by the Company Group that is now, or at the time of Closing will be, used or held for use in or otherwise related to, useful in or necessary for the conduct of, the business of the Company Group (the “Real Property”), and includes the parties to such lease or sublease (each a “Real Property Lease”), any amendments thereto, any guaranties and other agreements with respect thereto. Except as set forth in Section 5(p) of the Disclosure Schedules, as of the Closing Date no event has occurred or failed to occur, which has not been fully and finally resolved so that the Company Group is in compliance, that, with the giving of notice or the passage of time or both, would constitute a default under any Real Property Lease.

(q) Product Liability. As of the date hereof there are not presently pending and, as of the Closing Date and except as set forth in Section 5(q) of the Disclosure Schedules, there are not pending or, to the Knowledge of the Company Group, threatened in writing, any civil, criminal or administrative actions, suits, demands, claims, hearings, notices of violation, investigations, proceedings or demand letters relating to any alleged hazard or alleged defect in design, manufacture, materials or workmanship, including any failure to warn or alleged breach of express or implied warranty or representation, relating to any product manufactured, distributed or sold by or on behalf of the Company Group.

6. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to each Seller that the statements set forth in this Section 6 are true and correct as of the date hereof and as of the Closing Date.

(a) Authority; Enforceability. The Purchaser has full power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance by the Purchaser of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by the Purchaser and (assuming due authorization, execution and delivery by the Sellers and the Company) this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of the Purchaser enforceable against it in accordance with their respective terms except as limited by the Equitable Exceptions.

(b) Brokers. No broker, finder, investment banker, or other third party is entitled to any brokerage, finder’s, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser.

(c) Investigation. The Purchaser is familiar with and has conducted its own independent investigation, review, and analysis of the Company’s business and the value of the Units, and acknowledges that it has access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company for such purpose, and neither the Sellers nor the Company make any representations or warranties as to the accuracy or completeness of any information provided to the Purchaser, including with respect to projections. ’

7. Limitation of Liability. The obligations and liabilities of Sellers hereunder shall be several and not joint. Each Seller shall be responsible only for any inaccuracy in or breach of any of the representations or warranties or obligations of such particular Seller contained in this Agreement and not of any other party hereto. The aggregate maximum liability of each Seller hereunder shall be equal to the Purchase Price received by such Seller; provided, that the foregoing limitation shall not apply to (a) the breach by such Seller of Section 4(e) (Title), (b) the breach of any covenant by such Seller as it relates to

the conduct of such Seller, and not the conduct of the Company, or (c) claims against such Seller based on fraud. In no event shall any party be liable for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

8. Agreements.

(a) Operating Agreement. The Sellers, Purchaser, and the Company hereby waive any and all transfer and notice restrictions set forth in the Operating Agreement with respect to the transactions contemplated hereby. Upon the Closing, the Operating Agreement and the Amended and Restated Carried Interest Agreement, dated as of May 17, 2021 by and among Sellers, shall hereby be terminated automatically and immediately upon the Closing with no further force or effect.

(b) Consulting Agreement. AFI Partners Management LLC hereby agrees that, immediately upon the Closing, it waives and foregoes any fees owed to it as of such date pursuant to the Consulting Agreement between AFI Partners Management LLC and Europa Sports Partners, LLC, dated May 20, 2021, and hereby agrees with Europa Sports Partners, LLC that such Consulting Agreement is terminated upon the Closing.

9. Covenants.

(a) Conduct of Business. From the date of this Agreement through the earlier of the Closing or valid termination of this Agreement, the Sellers shall direct the Company Group to, and the Company shall use its commercially reasonable efforts to: (1) operate the business of the Company Group in accordance with the Business Transformation Plan as agreed with Purchaser (and as amended from time to time); (2) discuss and reviews the Business Transformation Plan with Purchaser on a weekly basis; (3) use commercially reasonable efforts to preserve or restore, as applicable, the Company Group's business and operational relationships in all material respects with the suppliers, customers, and others having business relationships with the Company Group that are material to the Company Group; and (4) not, and shall cause its Subsidiaries not to, except as consented to by Purchaser in writing:

(i) authorize, make or incur any capital expenditures, or assume any obligations or liabilities in connection therewith, other than any capital expenditures or obligations or liabilities in an amount less than \$10,000 individually;

(ii) settle any obligations with, or authorize or make any payments to, any vendor of the Company Group in excess of \$10,000 individually;

(iii) waive, compromise, or settle any outstanding receivables from customers, other than outstanding receivables in an amount less than \$10,000 individually;

(iv) enter into any new contracts, sales agreement or significant amendments exceeding \$10,000;

(v) settle any charge, claim, action, complaint, petition, prosecution, investigation, appeal, suit, litigation, arbitration with any third party;

(vi) cause or permit any Lease to be amended, modified, extended, renewed or terminated, nor shall the Company enter into any new lease, sublease, license or other agreement for the use or occupancy of any Real Property requiring rental;

(vii) liquidate, dissolve, reorganize or otherwise wind-up any part of the Company Group's business and operations, or propose or adopt a plan of complete or partial liquidation or dissolution, restructuring, recapitalization, reclassification or similar change in capitalization or other reorganization;

(viii) sell, lease, sublease, license, transfer, abandon, allow to lapse or dispose of property or assets in exceed of \$10,000, except for dispositions of obsolete, surplus or worn-out assets that are no longer useful in the conduct of the business of the Company Group;

(ix) (A) make, change or revoke any election in respect of material taxes, (B) adopt or change any material tax accounting method, (C) file any material amended tax return, (D) enter into any material tax closing agreement with any Governmental Authority, (E) settle any material tax claim or assessment, (F) knowingly surrender any right to claim a refund of material taxes, (G) consent to any extension or waiver of the limitation period applicable to or relating to any material tax claim or assessment, or (H) knowingly fail to pay any material tax that becomes due and payable (including estimated tax payments) (other than taxes being contested in good faith and which are notified to Purchaser in writing);

(x) (A) hire, engage, terminate (other than for cause), furlough or temporary layoff any employee of the Company Group; (B) increase the compensation or benefits payable or provided, or to become payable or provided to, any employee; or (C) grant or announce any cash or equity or equity-based incentive awards, bonuses, transaction, retention, severance or other additional compensation or benefits to any employee;

(xi) make any changes to the Company Group's existing business plan, as disclosed to Purchaser prior to this Agreement;

(xii) enter into any agreement or otherwise make a commitment to take any action that would violate any of the foregoing clauses (i) – (xi).

Within one week after the date hereof, the Company shall cause the CEO and CFO to work with Purchaser in good faith to finalize and document in writing a sales approval process. This documented process shall include, but not be limited to, approval thresholds, exceptions for standardized sales, automated approval workflows, and periodic review mechanisms. The Company Group agrees to implement the finalized sales approval process promptly and to make reasonable efforts to ensure it aligns with the operational needs and risk management objectives of the Company Group and Purchaser.

(b) Access to Information. From the date hereof until the Closing, Sellers direct the Company Group to, and the Company Group shall: (a) afford Purchaser and its representatives reasonable access to and the right to inspect all of the (i) personnel, assets, and books and records of the Company Group, and (ii) Real Property, subject to the terms of any applicable Leases, properties, assets, premises, books and records, Contracts, agreements and other documents and data related to the Company Group; (b) furnish Purchaser and its representatives with such financial, operating and other data and information related to the Company Group as Purchaser or any of its representatives may reasonably request; and (c) instruct the representatives of the Sellers and the Company Group to cooperate with Purchaser in its

investigation of the Company Group; provided, however, that any such investigation shall be conducted during normal business hours upon reasonable advance request to the Sellers, under the supervision of the Company Group's personnel and in such a manner as not to interfere with the normal operations of the Company Group. All requests by Purchaser for access pursuant to this Section 9(b) shall be submitted or directed exclusively to the Sellers or the Company Group or such other individuals as the Sellers or the Company Group may designate in writing from time to time.

(c) Financial Information. At least two (2) days prior to Closing, the Sellers shall direct the Company Group to, and the Company Group shall, deliver to Purchaser: (i) revised audited consolidated financial statements of the Company Group for the year ended December 31, 2022, consisting of the consolidated balance sheet as of December 31, 2022, and the related consolidated statement of operations, the consolidated statement of members' equity and cash flows for the year then ended (the "2022 Audited Financial Statements"); (ii) the audited consolidated financial statements of the Company Group for the year ended December 31, 2023, consisting of the consolidated balance sheet as of December 31, 2023, and the related consolidated statement of operations, the consolidated statement of members' equity and cash flows for the year then ended (the "2023 Audited Financial Statements"); and (iii) if required by the Purchaser for compliance with United States Securities and Exchange Commission ("US SEC") regulations and guidelines, the unaudited consolidated financial statements of the Company Group consisting of the consolidated balance sheet as of June 30, 2024, and the related consolidated statement of operations, the consolidated statements of members' equity and cash flows for the period then ended (the "Additional Unaudited Financial Statements" and together with the 2022 Audited Financial Statements, and the 2023 Audited Financial Statements, the "Additional Financial Statements"). The Additional Financial Statements shall be prepared in accordance with GAAP applied on a consistent basis throughout the period involved and in accordance with US SEC requirements, subject, in the case of the Additional Unaudited Financial Statements, to normal and recurring year-end adjustments and the absence of notes, and fairly present the financial position and results of operations of the Company Group in all material respects as of their respective dates and for the respective periods presented. Additionally, the 2022 Audited Financial Statements and the 2023 Audited Financial Statements shall be audited in accordance with auditing standards generally accepted in the United States of America.

(d) Nondisclosure. Each party agrees to keep the existence, terms, and contents of this Agreement, and the contents of the negotiations and discussions resulting in this Agreement, and the information of the other parties confidential and not to disclose them to anyone except (a) as required by applicable Law or legal process or as permitted by any non-disclosure or confidentiality agreement applicable to any of the parties, or (b) to legal counsel, tax planners, or advisors and other professional service providers, provided that such persons maintain such confidentiality. Nothing set forth in this Agreement or in any other agreement or policy of the Company shall prohibit a party from reporting possible violations of federal or state law or regulation to any Governmental Authority, including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation, including the Defend Trade Secrets Act of 2016. A party shall not require prior authorization of another party to make any such reports or disclosures, and the party shall not be required to notify the other parties that it has made such reports or disclosures. Furthermore, nothing in this Agreement or in any other agreement or policy of Company shall prohibit or limit a party from receiving a whistleblower award or other financial benefit for participating in a government investigation.

(e) Efforts to Close. From the date hereof until the earlier of the Closing and the termination of this Agreement, (a) each of the parties shall execute such documents and perform such

further acts as may be reasonably required to carry out the provisions hereof and the actions contemplated hereby, and (b) each party shall, on or prior to the Closing Date, use its reasonable best efforts to fulfill or obtain the fulfillment of the conditions precedent to the consummation of the transactions contemplated hereby, including the execution and delivery of any documents, certificates, instruments or other papers that are reasonably required for the consummation of the transactions contemplated hereby; provided, that, the foregoing shall in no event be interpreted to require any party to waive any conditions precedent to the consummation of the transactions contemplated hereby.

(f) Revolving Note. Simultaneous with the execution of this Agreement, the Company Group shall issue to the Purchaser that certain Secured Revolving Promissory Note, dated as of even date herewith in a form acceptable to the Purchaser (the "Revolving Note"). The Company Group hereby acknowledges that (i) the Purchaser has advanced \$500,000.00 to the Company Group as of the date hereof (the "Current Advances"), including the aggregate outstanding principal amount under that certain Loan Agreement and Promissory Note, dated May 14, 2024 (together with accrued interest thereon through the date hereof, which interest is hereby capitalized under the Revolving Note), and which is hereby terminated and superseded by the Revolving Note, and (ii) the Current Advances are hereby deemed to be an Advance (as defined in the Revolving Note) under the Revolving Note. The Purchaser shall make an additional Advance under the Revolving Note in the amount of \$3,000,000.00 promptly upon the execution thereof, which amounts shall be inclusive of all amounts paid by Purchaser or its Affiliates on behalf of the Company Group in satisfaction of the obligations of the Company Group under that certain Financing Agreement between Rosenthal & Rosenthal, Inc., Europa Sports Partners, LLC and Hubmatrix, dated as of June 16, 2023. The Company Group shall use all Advances under the Revolving Note to satisfy certain liabilities and other general working capital purposes as approved by the Purchaser in advance.

(g) Governmental Approvals; Other Third-Party Consents.

(i) Each party hereto shall, as promptly as practicable, use its reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. Each party hereto agrees not to submit materials or information to, participate in any substantive meeting, discussion, or appearance, either in person or by telephone, with any Governmental Authority in connection with the transactions contemplated hereby unless it consults with the other party(ies) in advance, and, to the extent not prohibited by such Governmental Authority, gives notice to the other party with respect to any such meeting, discussion, or appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact. Such materials and the information contained therein shall be given only to outside counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient without the written consent of the party providing such materials, which consent shall not be unreasonably conditioned or delayed. Subject to applicable Law, the parties shall reasonably consult and cooperate with each other in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, and proposals made or submitted to any Governmental Authority regarding the transactions contemplated by this Agreement by or on behalf of any party. Nothing in this Section 9(f)(i) or otherwise in this Agreement, shall require Purchaser (i) to take any action that would prohibit or limit in any respect, or place any conditions on, the ownership or operation by Purchaser or its Affiliates of the Company Group, the ownership or operation by Purchaser, its

Affiliates or the Company Group of any portion of their respective businesses or assets, or compel Purchaser, its Affiliates or the Company Group to dispose of, divest, hold separate or license any portion of their respective businesses, assets or intellectual property rights, respectively, in each case as a result of the transactions contemplated by this Agreement.

(ii) Sellers shall obtain, and Purchaser shall reasonably cooperate with the Company Group, to give all notices prior to Closing to, and obtain all consents from, all third parties that are described in Section 4(c) of the Disclosure Schedules and Section 5(d) of the Disclosure Schedules; provided, however, that Sellers shall not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested.

(h) Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement; provided, however, that nothing herein will prohibit Purchaser from (a) issuing or causing publication of any such press release or public announcement to the extent that such disclosure is required by applicable Law or stock exchange requirements, or (b) disclosing any information that is reasonably required to be disclosed in confidence to Purchaser's and its Affiliates', respective directors, officers, employees, professional advisers, current or potential lenders, financing sources, shareholders, investors or potential investors, and other Representatives who have a reasonable purpose to need to know such information; provided, further, that Purchaser shall be responsible for any breach of confidentiality by any such Persons.

(i) Further Assurances. The parties hereto agree to execute any and all documents and instruments of transfer, assignment, assumption, or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement. The Sellers and the Purchaser shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any tax return with respect to the Company. Such cooperation and information shall include providing copies of relevant tax returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Each Seller and the Purchaser shall retain all tax returns, schedules and work papers, records and other documents in its possession relating to tax matters of the Company for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such tax returns and other documents relate, without regard to extensions except to the extent notified by the other party in writing of such extensions for the respective tax periods. Prior to transferring, destroying or discarding any tax returns, schedules and work papers, records and other documents in its possession relating to tax matters of the Company for any taxable period beginning before the Closing Date, the Sellers or the Purchaser (as the case may be) shall provide the other party with reasonable written notice and offer the other party the opportunity to take custody of such materials.

(j) Notification of Certain Matters. The Sellers and the Company shall give prompt written notice to Purchaser of (a) an Occurrence or non-occurrence which has rendered, or would reasonably be expected to render, any representation or warranty of Sellers or the Company Group contained in this Agreement or any agreement contemplated hereby, if made on or immediately following the date of such event, untrue or inaccurate, (b) an Occurrence or non-occurrence that has had or is reasonably likely to have a Material Adverse Effect, (c) any failure of Sellers, the Company Group, or any

of their respective Affiliates to comply with or satisfy any covenant or agreement to be complied with or satisfied by it hereunder or under any agreement contemplated hereby or any event or condition that would otherwise result in the nonfulfillment of any of the conditions to Purchaser's obligations hereunder, and (d) any action pending or to Sellers' knowledge threatened relating to the transaction contemplated by this Agreement and the agreements contemplated hereby. Any updates to the Disclosure Schedules following the date hereof shall be for informational purposes only and shall not otherwise impact the rights and obligations of the parties hereto.

(k) Releases.

(i) BY EXECUTING THIS AGREEMENT, EFFECTIVE AS OF THE CLOSING, THE PURCHASER, ON BEHALF OF ITSELF AND ITS AFFILIATES, RELEASES AND FOREVER DISCHARGES EACH SELLER AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, LIMITED PARTNERS, EMPLOYEES AND AFFILIATES FROM ANY AND ALL KNOWN OR UNKNOWN CLAIMS, LIABILITIES, OBLIGATIONS, DAMAGES, EXPENSES AND OTHER AMOUNTS OF EVERY KIND OR DESCRIPTION ARISING OR EXISTING PRIOR TO THE DATE OF THE CLOSING, EXCEPT FOR (A) ANY RIGHTS UNDER THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS ENTERED INTO IN CONNECTION HERewith TO WHICH PURCHASER IS A PARTY OR THIRD-PARTY BENEFICIARY AND (B) ANY RIGHTS THAT MAY NOT BE WAIVED UNDER APPLICABLE LAW, REGULATION, OR OTHER LEGAL REQUIREMENTS. THE PURCHASER HEREBY EXPRESSLY WAIVES AND RELEASES ANY RIGHTS AND BENEFITS WHICH IT HAS OR MAY HAVE UNDER ANY LAW, REGULATION, OR OTHER LEGAL REQUIREMENT PERTAINING TO ALL OF THE FOREGOING RELEASED CLAIMS AND EXPRESSLY WAIVES AND RELEASES ANY AND ALL RIGHTS AND BENEFITS CONFERRED UPON IT BY THE STATUTES OR LEGAL REQUIREMENTS PROVIDING THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT WOULD HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASEE. THE PURCHASER COVENANTS AND AGREES, ON BEHALF OF ITSELF AND ITS AFFILIATES, TO NOT MAKE A CLAIM OR TO COMMENCE OR TAKE PROCEEDINGS AGAINST THE RELEASED PARTIES HEREIN OR AGAINST ANY OTHER PERSON, FIRM, PARTNERSHIP, BUSINESS OR CORPORATION WHO OR WHICH MIGHT CLAIM CONTRIBUTION FROM, OR BE INDEMNIFIED BY, THE RELEASED PARTIES HEREIN, UNDER THE PROVISIONS OF ANY STATUTE OR OTHERWISE IN RESPECT OF THOSE MATTERS FOR WHICH THIS RELEASE APPLIES.

(ii) BY EXECUTING THIS AGREEMENT, EFFECTIVE AS OF THE CLOSING, EACH SELLER, ON BEHALF OF ITSELF AND ITS AFFILIATES, RELEASES AND FOREVER DISCHARGES THE COMPANY AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES AND AFFILIATES FROM ANY AND ALL KNOWN OR UNKNOWN CLAIMS, LIABILITIES, OBLIGATIONS, DAMAGES, EXPENSES AND OTHER AMOUNTS OF EVERY KIND OR DESCRIPTION ARISING OR EXISTING PRIOR TO THE DATE OF THE CLOSING, EXCEPT FOR (A) ANY RIGHTS UNDER THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS ENTERED INTO IN CONNECTION HERewith TO WHICH SUCH SELLER IS A PARTY OR THIRD-PARTY BENEFICIARY AND (B) ANY RIGHTS THAT MAY NOT BE WAIVED UNDER APPLICABLE

LAW, REGULATION, OR OTHER LEGAL REQUIREMENTS. EACH SELLER HEREBY EXPRESSLY WAIVES AND RELEASES ANY RIGHTS AND BENEFITS WHICH IT HAS OR MAY HAVE UNDER ANY LAW, REGULATION, OR OTHER LEGAL REQUIREMENT PERTAINING TO ALL OF THE FOREGOING RELEASED CLAIMS AND EXPRESSLY WAIVES AND RELEASES ANY AND ALL RIGHTS AND BENEFITS CONFERRED UPON IT BY THE STATUTES OR LEGAL REQUIREMENTS PROVIDING THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT WOULD HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASEE. EACH SELLER COVENANTS AND AGREES, ON BEHALF OF ITSELF AND ITS AFFILIATES, TO NOT MAKE A CLAIM OR TO COMMENCE OR TAKE PROCEEDINGS AGAINST THE RELEASED PARTIES HEREIN OR AGAINST ANY OTHER PERSON, FIRM, PARTNERSHIP, BUSINESS OR CORPORATION WHO OR WHICH MIGHT CLAIM CONTRIBUTION FROM, OR BE INDEMNIFIED BY, THE RELEASED PARTIES HEREIN, UNDER THE PROVISIONS OF ANY STATUTE OR OTHERWISE IN RESPECT OF THOSE MATTERS FOR WHICH THIS RELEASE APPLIES.

(l) Exclusive Dealing. Without the written consent of the Purchaser, from the date hereof until the earlier of the Closing and the Outside Date, each Seller shall not (and shall direct the Company Group not to), and the Company Group shall not, directly or indirectly, take, or direct any other Person to take on its behalf, any action to solicit, encourage or enter into any negotiation, discussion, Contract or instrument, with, or provide any information to, any Person other than Purchaser and its Affiliates and their respective representatives, that relates to, or would reasonably be expected to lead to, (a) any sale of any Units or any Equity Interests of the Company Group, (b) any lease, sale, transfer or other disposition of the assets of the Company Group outside of the ordinary course of business, (c) any merger, recapitalization or similar transaction with respect to the Company Group, or (d) any other transaction that does or would reasonably be expected to impede or otherwise delay the transaction contemplated hereby (collectively, an “Alternative Transaction”). Prior to the Outside Date, each Seller shall not (and shall direct the Company Group not to), and the Company Group shall not, directly or indirectly, without the written consent of the Purchaser, assist any third party in preparing or soliciting an offer relating in any way to an Alternative Transaction (in each case other than with respect to the transactions contemplated by this Agreement). Each Seller shall (and shall direct the Company Group to), and the Company Group shall, promptly following the date hereof, terminate any and all negotiations or discussions with any third party regarding any proposal concerning any Alternative Transaction until the Outside Date. In the event that any Seller or the Company Group receives any inquiry, proposal or offer from any third party concerning an Alternative Transaction, such Seller or the company Group shall promptly notify Purchaser in writing of the receipt of any such correspondence as well as the material terms thereof.

(m) Disclosure Schedules. Any reference herein to the Disclosure Schedules, or any Section thereof, shall be deemed to include (i) as of the date hereof, all information in the Data Room as of the date hereof and (ii) as of the Closing Date, all information in the Data Room as of the Closing Date, in each case as if any such information in the Data Room was fully set forth in the Disclosure Schedules or the applicable Section thereof; provided that, as of the Closing Date, a specifically enumerated Disclosure Schedule shall be deemed to contain only the information contained on such schedule or to specific information or documentation expressly incorporated therein from the Data Room. From time to time as information becomes available, but in all events no later than 5 Business Days prior to the Closing Date, Sellers and the Company Group shall deliver to the Purchaser any amendments, modifications, additions, deletions or other changes to the Disclosure Schedules, including the Data Room, and such

Disclosure Schedule as amended, modified, added to, deleted from or otherwise changed shall constitute the Disclosure Schedules as of the Closing Date (including, without limitation, for purposes of Section 5 hereof). Sellers and the Company Group to notify Purchaser on the day made of all amendments, modifications, additions, deletions or other changes to the Data Room.

10. Termination of Agreement.

(a) Termination. This parties may not terminate this Agreement other than as follows:

(i) by the mutual written consent of the Sellers and Purchaser;

(ii) by Purchaser by written notice to Sellers if Purchaser is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Sellers pursuant to this Agreement that would be reasonably likely to give rise to the failure of any of the conditions specified in Section 2(c)(i) and Section 2(c)(ii), as applicable, to be satisfied at Closing, and such breach, inaccuracy or failure cannot be cured by Sellers prior to the earlier of: (x) thirty (30) days after delivery of such notice of such breach, and (y) August 31, 2024 (the "Outside Date");

(iii) by Sellers by written notice to Purchaser if Sellers are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Purchaser pursuant to this Agreement that would be reasonably likely to give rise to the failure of any of the conditions specified in Section 2(b)(i) and Section 2(b)(ii), as applicable, to be satisfied at Closing, and such breach, inaccuracy or failure cannot be cured by Purchaser prior to the earlier of (x) thirty (30) days after delivery of such notice of such breach and (y) the Outside Date;

(iv) by Purchaser upon prior written notice to Sellers; or

(v) by Purchaser or Sellers, as applicable, in the event that:

1. the Closing is not consummated on or before the Outside Date for any reason; provided, however, that the right to terminate this Agreement under this Section 10(a)(iv)(1) will not be available to any party hereto if the failure of the Closing to occur by the Outside Date is the result of a breach of this Agreement by such party;

2. any Governmental Authority issues an order, decree, ruling or other action enjoining, restraining or otherwise prohibiting the transactions contemplated hereby and such order, decree, ruling or other action shall have become final and non-appealable; provided, that the party seeking to terminate this Agreement pursuant to this Section 10(a)(iv)(1) has fully complied with its obligations under this Agreement; or

3. by Purchaser if the Company Group has suffered a Material Adverse Effect.

(b) Effect of Termination. In the event of the termination of this Agreement in accordance with Section 10(a), this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(i) the rights and obligations of the parties under this Section 10, Section 9(d) and Section 11 hereof will survive termination of this Agreement;

(ii) the obligation to repay an amount equal to One Million Dollars (\$1,000,000.00) of Advances under the Revolving Note shall be waived unless the termination of this Agreement is due to the Sellers' failure to satisfy those conditions set forth in Section 3(c)(ii) and Section 3(c)(iii), in which event all Advances made by the Purchaser under the Revolving Note shall be payable in accordance with the terms thereof; provided that, at the election of the Purchaser, the parties shall negotiate in good faith for the contribution of all such Advances, together with all accrued but unpaid interest thereon, to the Company in consideration for a membership interest in the Company upon such terms and conditions as may mutually be agreed; and

(iii) that nothing herein shall relieve any party hereto from liability for any fraud or intentional breach of any provision hereof prior to such termination.

11. Miscellaneous.

(a) Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Appendix A hereto.

(b) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

(c) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that the Purchaser may assign its rights under this Agreement to any Affiliate of Purchaser or, at or following Closing, to any lender or lenders (including any agent or other representative thereof) as collateral security for the Purchaser's obligations to such lender or lenders under any of the Purchaser's secured debt financing arrangements and any refinancing, extensions, refunding or renewals thereof, without the consent of any other party hereto. No assignment shall relieve the assigning party of any of its obligations hereunder.

(f) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

(g) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(h) Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(i) Governing Law. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

(j) Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the chancery courts of the State of Delaware, or failing such jurisdiction, the federal or state courts in the State of Delaware, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form.

(k) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(l) Counterparts. This Agreement may be executed and delivered by facsimile or pdf signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Unit Purchase Agreement as of the Effective Date.

THE SELLERS:

ACM EUROPA VII-C LLC

By: /s/ Joshua Ufberg

—

Name: Joshua Ufberg

Title: Authorized Signatory

AFI PARTNERS FUND IV, LP

By: AFI Partners LLC

Its: General Partner

By: /s/ E.J. Antonio

—

Name: E.J. Antonio

Title: Manager

AFI PARTNERS LLC

By: /s/ E.J. Antonio

—

Name: E.J. Antonio

Title: Manager

THE PURCHASER:

PRENETICS GLOBAL LIMITED

By: /s/ Danny Yeung

—

Name: Danny Yeung

Title: CEO

THE COMPANY:

EUROPA PARTNERS HOLDINGS, LLC

By: /s/ E.J. Antonio

—

Name: E.J. Antonio

Title: Manager

Acknowledged and agreed for purposes of Section 8(b):

AFI PARTNERS MANAGEMENT LLC

By: /s/ E.J. Antonio

—
Name: E.J. Antonio

Title: Manager

EUROPA SPORTS PARTNERS, LLC

By: /s/ Anthony Todaro

—
Name: Anthony Todaro

Title: Chief Financial Officer

Appendix A

Definitions

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise.

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in New York are authorized or required by Law to be closed for business.

“Company Group” means, as applicable, the Company and/or the Subsidiaries, collectively or individually, as the context requires.

“Contract” means any legally binding agreement, contract, lease (including all amendments, modifications, supplements, subleases (of any tier), guaranties, subordination and non-disturbance agreements (if applicable), estoppels and side letters thereto), license agreement, instrument, commitment or arrangement, whether written or oral.

“Data Room” means the electronic documentation site established by the Company in connection with the transactions contemplated hereby located at [Prenetics Limited-2024 - Dropbox](#).

“Equity Interests” means: (a) any shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, (b) any ownership interests in a Person other than a corporation, including membership interests, partnership interests, joint venture interests and beneficial interests; and (c) any warrants, options, convertible or exchangeable securities, calls or other rights to purchase or acquire any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“GAAP” means United States generally accepted accounting principles in effect from time to time.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court, administrative hearing body, commission, tribunal, or other similar dispute-resolving panel or body of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination, decision, ruling, temporary restraining order, executive order, decree or award of, or settlement or agreement with, any Governmental Authority.

“Intellectual Property” means any and all of the following in any jurisdiction throughout the world: (a) trademarks, service marks, trade dress, trade names, logos, corporate names (including “doing business as” or “d/b/a” registrations), and all other indicia or identifiers of source or origin (and all goodwill associated therewith and all registrations and applications therefor); (b) copyrights and works of authorship, whether or not copyrightable; (c) trade secrets, confidential information, know-how, and any other information that derives independent economic value (actual or potential) from not being generally known to and not being readily ascertainable by proper means by a person able to obtain economic value from its use or disclosure, including drawings, bills of material and other tangible or electronic materials embodying the foregoing and relating to products or services made or sold or otherwise distributed by the Company Group; (d) patents, patent applications, and inventions whether or not patentable, along with any improvements, ideas, data, concepts, formulas, techniques, methods, prototypes, protocols, processes associated with the foregoing; (e) domain names and social media account names or identifiers; (f) Software; (g) hardware, designs, components, sub-components, systems, enclosures, circuit boards, mask designs, and circuits; and (h) all other intellectual and related proprietary rights, whether protected, created, or arising by operation of law, in each case whether (i) granted under common law or by statute; (ii) registered or unregistered; (iii) published or unpublished; and (iv) including, without limitation, (A) all registrations, recordings, applications, rights to obtain renewals, derivations, continuations, reissues, extensions thereof; (B) all income, fees, royalties, damages, claims, payments and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, and (C) all rights to sue for past, present or future misuses, misappropriations, or infringements thereof.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is materially adverse to the business, results of operations, financial condition or assets of any member of the Company Group, individually or as a whole; *provided, however*, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Company Group operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of the Purchaser; (vi) any matter of which the Purchaser is aware on the date hereof; (vii) any changes in applicable laws or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof; (viii) the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with the Company; (ix) any natural or man-made disaster or acts of God; (x) any epidemics, pandemics, disease outbreaks, or other public health emergencies; or (xi) any failure by the Company to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded).

“Material Contract(s)” means any Contract to which any member of the Company Group is a party:

- (a) which involves obligations (contingent or otherwise), payments or revenues to or by the Company Group in excess of \$500,000 annually;
- (b) with an Affiliate;
- (c) which grants a right of refusal, right of first offer, or similar right with respect to any material properties, assets or business of the Company Group;
- (d) which contains covenants of the Company Group (A) prohibiting or limiting the right of the Company Group to engage in or compete with any Person in any line of business in any material respect or (b) prohibiting or restricting the Company Group's ability to conduct their respective business with any Person in any geographic area in any material respect;
- (e) with the top ten customers of the Company Group by revenue for fiscal year 2023;
- (f) with the top ten suppliers of the Company Group by cost for fiscal year 2023; or
- (g) with any Governmental Authority.

“Occurrence(s)” means any individual or set of existences, events, developments, situations, occurrences, circumstances, facts or takings.

“Person” means any individual, corporation (including any not for profit corporation), general or limited partnership, limited liability partnership, joint venture, estate, trust, firm, company (including any limited liability company or joint stock company), association, organization, Governmental Authority, or other entity.

“Software” means any and all computer software, programs, data, and databases developed by or on behalf of Sellers or any of their employees and agents and/or used by, or held for use by, Sellers in the business of the Company Group as presently conducted (including any third-party Software), in any form, including, without limitation, internet web sites, development tools, implementations of algorithms, models and methodologies (whether in source code or object code), source code, object code and executable forms thereof, and any and all related documentation and specifications required for the development, use and maintenance of such software, and all associated data, data files and databases, in any and all media now known or hereafter developed, and all versions, updates, corrections, enhancements, replacements, and modifications thereof, and all user and installation manuals or other documentation related thereto.

“Transaction Documents” means this Agreement and the documents, agreements, exhibits, schedules, statements, instruments and certificates being executed and delivered in connection with this Agreement, including, without limitation, the Unit Transfer Power, the Revolving Note, and the Letters of Resignation.

Exhibit A

Unit Transfer Power

[Attached]

UNIT TRANSFER POWER

For Value Received, [SELLER NAME], (the "Transferor"), with full power of substitution in the premises, has bargained, sold, assigned, and transferred, and by these presents does bargain, sell, assign, and transfer unto [PURCHASER NAME] (the "Transferee") [#] units of membership interest (the "Units") of Europa Partners Holdings, LLC, a Delaware limited liability company (the "Company"), standing in its name on the books of the Company.

The Transferor does hereby constitute and appoint the Company its true and lawful attorney, IRREVOCABLY, for itself and in its name and stead, to sell, assign, transfer, and make over, all, or any part of the said Units, and for that purpose to make and execute all necessary acts of assignment and transfer thereof, and to substitute one or more persons with like full power, hereby ratifying and confirming all that said Attorney or substitute or substitutes shall lawfully do by virtue hereof.

[SELLER NAME]

By: _____

Name:

Title:

Date:

Subsidiaries of Prenetics Global Limited

The following list sets forth the subsidiaries of Prenetics Global Limited:

Subsidiaries	Jurisdiction of Incorporation
Prenetics Holding Company Limited (formerly known as “Prenetics Group Limited”)	Cayman Islands
Prenetics International Limited	British Virgin Islands
Prenetics Asia Limited	British Virgin Islands
Prenetics Limited	Hong Kong
Prenetics Limited Taiwan Branch	Taiwan
Qianhai Prenetics Technology (Shenzhen) Co., Ltd. 前海皮樂迪科技(深圳) 有限公司	PRC
Zhuhai Prenetics Technology Co., Ltd. 珠海皮樂迪科技有限公司	PRC
Prenetics Pte. Ltd.	Singapore
Prenetics EMEA Limited (formerly known as “DNAFit Life Sciences Limited”)	England & Wales
Oxsed Limited	England & Wales
Prenetics Innovation Labs Private Limited	India
Prenetics (Malaysia) Sdn Bhd	Malaysia
IM8 Global Limited (formerly known as “AAC Merger Limited”)	Cayman Islands
Europa Global Holdings Inc.	State of Delaware, USA
Europa Partners Holdings, LLC	State of Delaware, USA
Europa Sports Investments, LLC	State of Delaware, USA
Europa Sports Partners, LLC	State of Delaware, USA
Hubmatrix Partners, LLC	State of Delaware, USA

IM8 Group Holding Company	Cayman Islands
IM8 (US) LLC	State of Delaware, USA
IM8 Limited	Hong Kong
IM8 Technology Limited	Hong Kong
ACT Genomics Holdings Company Limited	Cayman Islands
ACT Genomics Co., Limited	Taiwan
ACT Medical Instrument Co., Limited	Taiwan
ACT Genomics (Hong Kong) Limited	Hong Kong
ACT Genomics HK Lab Limited	Hong Kong
ACT Genomics IP Limited	Hong Kong
ACT Genomics (Singapore) Pte. Limited	Singapore
ACT Genomics (Japan) Co., Limited	Japan
Sanomics Holdings Limited	British Virgin Islands
Sanomics Limited	Hong Kong
ACT Genomics (Thailand) Limited (formerly known as “Sanomics (Thailand) Limited”)	Thailand
MC Diagnostic Limited	England & Wales
AM Robotics 2018 Limited	England & Wales

PRENETICS GLOBAL LIMITED
AS THE VENDOR

AND

IMAGE FRAME INVESTMENT (HK) LIMITED
AS THE PURCHASER

SHARE PURCHASE AGREEMENT

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Agreed form documents

1. Amended Articles
2. Deed of Waiver
3. Shareholders' Agreement
4. Share Transfer Form

THIS AGREEMENT is dated on 14 October 2024

BETWEEN:

- (1) **PRENETICS GLOBAL LIMITED**, a company incorporated in the Cayman Islands, whose registered office is at Unit 703-706, K11 Atelier King's Road, 728 King's Road, Quarry Bay, Hong Kong and whose shares are traded on NASDAQ with ticker PRE, having its principal executive office at 703-706, K11 Atelier King's Road, 728 Kings Road, Hong Kong (the "**Vendor**"); and
- (2) **IMAGE FRAME INVESTMENT (HK) LIMITED**, a company incorporated under the laws of Hong Kong, whose registered office is at 29/F., Three Pacific Place, No. 1 Queen's Road East, Wanchai, Hong Kong (the "**Purchaser**").
- (3) The Vendor and the Purchaser are collectively referred to as the "**Parties**" and each individually as a "**Party**".

RECITALS:

- (A) Insighta Holdings Limited (the "**Company**") is an exempted company limited by shares and incorporated in the Cayman Islands, further details of which are set out in Schedule 1.
- (B) As of the date of this Agreement, the Vendor is the sole legal and beneficial owner of the Sale Shares.
- (C) The Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the Sales Shares upon the terms and subject to the conditions set out in this Agreement.

GENERAL TERMS

1. **INTERPRETATION**

1.1 **Definitions**

In this Agreement, unless the contrary intention appears or the context requires otherwise:

"**Acceptable Evidence of Payment**" means receipt of Tax payment (完税证明 including a 中华人民共和国税收缴款书) issued by the relevant Tax Authority in the PRC, evidencing that the final assessed Tax amount has been paid by or on behalf of the Vendor.

"**Accounts Date**" means 31 December 2023.

"**Action**" means legal proceedings of any nature, including any litigation, arbitration, hearing, claim, demand, grievance or investigation (in each case, whether civil, criminal, regulatory or otherwise).

"**Affiliate**" of any person means:

- (a) in relation to a person who is an individual, that individual's parents, spouse and child and any person which is directly or indirectly controlled by that individual and/or that individual's parents, spouse and child (acting singly or together); and

- (b) in relation to a person that is not an individual, any other person that directly or indirectly controls, is controlled by or is under common control with the specified person; and
- (c) in relation to a trust, includes any trustee or beneficiary (actual or potential) of the trust.

"**Allen Chan**" means Dr. Kwan Chee Chan.

"**Amended Articles**" means the amended and restated Articles in the agreed form and to the satisfaction of the Purchaser.

"**Announcement 37**" means Announcement of the PRC State Administration of Taxation on Matters Concerning Withholding at Source of Enterprise Income Tax of Non-Resident Enterprises (《关于非居民企业所得税源泉扣缴有关问题的公告》 [国家税务总局公告2017年第37号]), promulgated on 17 October 2017, as may be amended or supplemented from time to time by implementing regulations.

"**Announcement 7**" means the Announcement of the PRC State Administration of Taxation on Several Issues concerning the Enterprise Income Tax on the Indirect Transfers of Properties by Non-Resident Enterprises (《关于非居民企业间接转让财产企业所得税若干问题的公告》 国家税务总局公告2015年第7号), promulgated on 3 February 2015, as may be amended or supplemented from time to time by implementing regulations.

"**Announcement 7 Reporting**" has the meaning given to it in Clause 4.1.

"**Anti-Bribery Laws**" means Laws relating to anti-bribery or anti-corruption (governmental or commercial) which apply to the Group Companies or any employees, directors or agents of the Group Companies from time to time, including Laws that prohibit the payment, offer, promise, or authorisation of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any government official or commercial entity to obtain an illegitimate business advantage, including the U.S. Foreign Corrupt Practices Act (15 U.S.C. § 78 dd 1 et seq.), the Bribery Act of 2010, any rules and regulations thereunder, any similar laws or regulations in any other jurisdiction (including Hong Kong and the PRC) and all national and international laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

"**Anti-Money Laundering Laws**" means (a) the USA PATRIOT Act of 2001 (Pub. L. No. 107-56), (b) the U.S. Money Laundering Control Act of 1986, (c) the Anti-Money Laundering Law of the PRC, (d) the Hong Kong Anti-Money Laundering and Counter-Terrorist Financing Ordinance, and (e) any other applicable Law of any relevant jurisdiction (including Hong Kong and the PRC) having the force of law and relating to anti-money laundering, as each such Law may be amended from time to time.

"**Articles**" means the memorandum and articles of association of the Company adopted by the Company from time to time.

"**Audited Accounts**" means:

- (a) the audited consolidated statement of financial position of the Company as at the Accounts Date;

- (b) the audited consolidated statement of profit and loss accounts, statement of changes in equity and statement of cash flows of the Company in respect of the period from 17 March 2023, being the date of incorporation of the Company, to the Accounts Date,
- (c) along with any notes, reports, statements or documents included in or annexed or attached to them prepared by the Company and audited by the Auditors.

"**Auditor**" means Deloitte Touche Tohmatsu Limited.

"**Business Day**" means a day (other than a Saturday, Sunday or a public holiday in Hong Kong or the PRC, and a day on which a typhoon signal number 8 or a black rainstorm warning is hoisted in Hong Kong at any time) on which commercial banks are open for business in Hong Kong or the PRC.

"**Class A Shares**" means Class A ordinary shares with par value of US\$0.0001 each in the share capital of the Company, each having the rights, benefits and privileges as set out in the Articles, each a "**Class A Share**".

"**Class C Shares**" means Class C ordinary shares with par value of US\$0.0001 each in the share capital of the Company, each having the rights, benefits and privileges as set out in the Articles, each a "**Class C Share**".

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

"**Company**" has the meaning given to it in Recital (A).

"**Completion**" means completion of the sale and purchase of the Sale Shares in accordance with Clause 3.

"**Completion Date**" has the meaning given to it in Clause 3.1.

"**Confidential Information**" means all information (regardless of its form) disclosed to a Party (or to its Affiliates or Representatives) under or in connection with this Agreement as well as the subject matter or the terms of this Agreement or the other Transaction Documents and any claim or potential claim hereunder and thereunder. Confidential Information shall also include the negotiations relating to this Agreement and the other Transaction Documents, but shall not include information which:

- (a) is generally known to the public at the time of disclosure, or becomes generally known to the public other than through a breach of this Agreement or an obligation of confidence owed to the discloser or any Affiliate of the discloser;
- (b) was already known to the receiver at the time of that disclosure (unless that knowledge arose from a breach of an obligation of confidentiality);
- (c) the receiver acquires from a source other than the discloser (or any Affiliate or Representative of the discloser), where that source is entitled to disclose it;
- (d) is independently created or developed by a Party (or any of its Affiliates or its Representatives) without use of or reference to any Confidential Information.

"**control**" means the power to direct the management or policies of a person, whether through the ownership (directly or indirectly) of more than fifty per cent (50%) of the legal or beneficial interests or the voting power of such person, through the power to

appoint a majority of the members of the board of directors or similar governing body of such person, through contractual arrangements (including through the VIE Documents) or the power to secure that the affairs, the general management and/or policies of such person are conducted in accordance with the wishes of that person by virtue of any powers conferred by constitutional or corporate documents or any other document, agreement or arrangement or otherwise, and references to "controls", "controlled" or "controlling" shall be construed accordingly.

"**Data Protection Laws**" has the meaning given to it in Paragraph 22.1 of Schedule 2.

"**Data Room**" means the virtual data room titled "Insignia VDR for Tencent" hosted by Google at https://drive.google.com/drive/folders/1G_Atcka8shqkfzvo5eePgwjipDrAmnrO?usp=share_link containing documents and information relating to the Group and made available to the Purchaser and its Representatives from 5 August 2024 to 9 October 2024.

"**Deed of Waiver**" means a deed of waiver to be entered into by the Company, the Shenzhen VIE Entity, Take2 Holdings Limited and 得易健康(深圳)有限公司 in form to the satisfaction of the Purchaser in accordance with Clause 5.1(b).

"**Dennis Lo**" means Dr. Yuk Ming Dennis Lo.

"**Deregistered Entities**" means, collectively, Deyi Health IT, Deyi Health Medical and Shenzhen Deyi Medical.

"**Deyi Health IT**" means Deyi Health Information Technology (Shenzhen) Co., Ltd. (得易健康信息科技(深圳)有限公司), a company incorporated in the PRC and de-registered with effect from 13 December 2023.

"**Deyi Health Medical**" means Deyi Health Medical Device (Shenzhen) Co., Ltd. (得易健康医疗器械(深圳)有限公司), a company incorporated in the PRC and de-registered with effect from 13 December 2023.

"**Director Service Agreements**" means, collectively:

- (a) the director service agreement dated 20 July 2023 entered into between the Company and Tony Shu Kam Mok; and
- (b) the director service agreement dated 20 July 2023 entered into between the Company and Anand Madduri.

"**Disclosed**" means fairly disclosed with sufficient detail and particularity to enable a reasonable purchaser experienced in transactions similar to those contemplated hereunder to be able to identify the nature and scope of the matter disclosed.

"**Disclosure Letter**" means the disclosure letter to be delivered by the Vendor to the Purchaser on the date of, and having the same date as, this Agreement, disclosing information constituting exceptions to the Vendor's Warranties.

"**Dispute**" has the meaning given to it in Clause 13(b).

"**Due Diligence**" means the due diligence carried out by the Purchaser and its Representatives in connection with, among others, the assets, liabilities, business,

affairs, operations, financial condition, prospects, records and legal matters relating to the Group Companies.

"Due Diligence Responses" means the responses made by or on behalf of the Company and/or its Representatives from time to time in connection with the Due Diligence, including, without limitation:

- (a) any and all e-mail correspondences between the Company and/or its Representatives and the Purchaser and/or its Representatives;
- (b) any and all documents, notes, information and/or agreements provided by or on behalf of the Company and/or its Representatives to the Purchaser and/or its Representatives; and
- (c) the responses made by or on behalf of the Company and/or its Representatives as set out under the columns titled "Response" and/or "Does Not Exist" (as the case may be) in each of the:
 - (i) preliminary due diligence request list delivered by Cooley on behalf of the Purchaser to the Company by e-mail on 31 July 2024; and
 - (ii) supplementary document request list delivered by Clifford Chance on behalf of the Purchaser to the Company by e-mail on 14 August 2024 and 30 August 2024.

"Employees" has the meaning given to it in Paragraph 15.1 of Schedule 2.

"Encumbrance" means any mortgage, lien, charge, pledge, option, restriction, third party right or interest, assignment, hypothecation, deed of trust, security interest, title retention or any other arrangement the effect of which is the creation of security, or any other interest, equity or other right of any person (including any right to acquire, option, right of first refusal or right of pre-emption), or any arrangement to create any of the same, and **"Encumber"** shall be construed accordingly.

"Equity Pledges" means, collectively:

- (a) the equity pledge agreement dated 16 November 2023 entered into between the Shenzhen WFOE, Mr. Liu Zhihua and the Shenzhen VIE Entity; and
- (b) the equity pledge agreement dated 16 November 2023 entered into between the Shenzhen WFOE, Ms. Gai Wanxia and the Shenzhen VIE Entity,

pursuant to which each of Mr. Liu Zhihua and Ms. Gai Wanxia (as applicable) pledges its respective equity interests in the Shenzhen VIE Entity to the Shenzhen WFOE to secure the full performance by the Shenzhen VIE Entity and Mr. Liu Zhihua and Ms. Gai Wanxia (as applicable) of their respective obligations under the VIE Documents.

"Existing Articles" means the second amended and restated memorandum and articles of association of the Company adopted by the Company on 24 June 2023 with effect from 20 July 2023.

"Existing Shareholders' Agreement" means the shareholders' agreement dated 20 July 2023 entered into between the Founders, the Company and the Vendor.

"Existing Shareholders' Waiver" has the meaning given to it in Clause 3.2(a)(iv).

"**Founders**" means, collectively, Allen Chan and Dennis Lo, and each a "**Founder**".

"**Fundamental Warranties**" means the representations and warranties contained in Paragraphs 1 (*Capacity and Authority*), 2 (*Sale Shares*), 3 (*Group Companies*), 4 (*Information*) and 18 (*Insolvency*) of Schedule 2, and each a "**Fundamental Warranty**".

"**Fundamental Warranty Claim**" means any claim made by the Purchaser for breach of any Fundamental Warranty.

"**Government Authority**" means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity in any jurisdiction.

"**Group**" means the Company, the Subsidiaries and their respective subsidiaries (if any), and any one of them, a "**Group Company**" and collectively, the "**Group Companies**".

"**Group Intellectual Property**" means all the Intellectual Property owned by any Group Company or to which any Group Company has the legal or contractual entitlement or claim of ownership.

"**Guangzhou VIE Entity**" means Deyi Health Bio-technology (Guangzhou) Co., Ltd. (得易健康生物科技(广州)有限公司), a company incorporated under the laws of the PRC, the particulars of which are set out in Schedule 1.

"**HKIAC**" has the meaning given to it in Clause 13(b).

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC.

"**Insighta HK**" means Insighta Limited (明察康健有限公司), a company incorporated under the laws of Hong Kong, the particulars of which are set out in Schedule 1.

"**Intellectual Property**" means all industrial and intellectual property rights, whether registered or not, including pending applications for registration of such rights and the right to apply for registration or extension of such rights including patents, petty patents, utility models, design patents, designs, copyright (including moral rights and neighbouring rights), database rights, rights in integrated circuits and other sui generis rights, trade marks, trading names, company names, service marks, logos, the get-up of products and packaging, geographical indications and appellations and other signs used in trade, internet domain names, social media user names, rights in know-how (including information comprised in formulae, algorithms, techniques, specifications, computation models, software and manuals), trade secrets, right to use and protection of the confidentiality of Confidential Information and any rights of the same or similar effect or nature as any of the foregoing anywhere in the world.

"**IP Licence Agreement**" means the licence agreement dated 24 April 2023 entered into between Centre for Novostics Limited and Insighta HK.

"**Last Management Accounts Date**" means 31 December 2023.

"**Law**" means all civil and common law, statute, subordinate legislation, treaty, regulation, rule, directive, decision, by-law, ordinance, circular, code, order, notice, demand, decree, injunction, resolution or judgment of any Government Authority.

"Leased Properties" means the properties leased by a Group Company, the list of which is set out in Schedule 4.

"Licensed Field of Use" has the meaning given to it in the IP Licence Agreement.

"Long Stop Date" means the date falling on two (2) months after the date of this Agreement, or such other date as the Parties may agree in writing.

"Management Accounts" means:

- (a) the unaudited consolidated profit and loss accounts of the Company in respect of the periods starting on (i) 17 March 2023 and ending on the Last Management Accounts Date; and (ii) 1 January 2024 and ending on the Management Accounts Date; and
- (b) the unaudited consolidated balance sheets of the Company as at (i) the Last Management Accounts Date; and (ii) the Management Accounts Date.

"Management Accounts Date" means 30 June 2024.

"Material Contract" has the meaning given to it in Paragraph 14.2 of Schedule 2.

"Notice" shall have the meaning given to it in Clause 10.1.

"Permit" means:

- (a) a permit, licence, consent, approval, certificate, qualification, specification, registration or other authorisation; or
- (b) a filing of a notification, report or assessment,

in each case necessary for or material to (i) the effective operation of the business of any Group Company (including the research and development or any clinical trial of any product or technology by or on behalf of any Group Company), or (ii) any Group Company's ownership, possession, occupation or use of an asset or Intellectual Property.

"PRC" means the People's Republic of China (for the purposes of this Agreement only, excluding Hong Kong, Macau Special Administrative Region and Taiwan region).

"Purchase Price" has the meaning given to it in Clause 2.1(b).

"Representative" means any person acting on behalf of a Party or an Affiliate of that Party, including any of its employee, agent, officer, director, auditor, adviser, partner, associate, consultant, joint venturer or sub-contractor.

"Sale Shares" means the 300,000 Class A Shares, representing approximately fifteen per cent (15%) of the total issued shares of the Company (on an as-converted and fully diluted basis), which will be reclassified into Class C Shares at Completion.

"Sanctions" mean the export controls, economic, financial or trade controls or sanctions laws, regulations, embargoes or restrictive measures, administered, enacted or enforced by any Sanctions Authority from time to time.

"Sanctions Authority" means:

- (a) the United Nations;
- (b) the United States;
- (c) the European Union and each of its member states;
- (d) the United Kingdom;
- (e) the PRC; or
- (f) any other jurisdiction which any Group Company operates or to which it is subject,

and the respective governmental institutions, departments, committees, agencies, or offices of any of the foregoing, including, without limitation, the U.S. Department of State, the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of the Treasury's Office of Foreign Assets Control, the Council of the EU, the European Parliament, the European Commission (including the competent authorities of any present or future member state of the European Union), HM Treasury of the United Kingdom, the United Kingdom Department for Business and Trade, the Export Control Joint Unit, the PRC Ministry of Commerce, the PRC Ministry of Foreign Affairs, and/or any other applicable government or regulatory body.

"Sanctioned List" means any list of persons who are the subject of Sanctions published, or public announcement of Sanctions designations made, by any of the Sanctions Authorities, each as amended, supplemented or substituted from time to time.

"Sanctioned Jurisdiction" means any country, territory or region that is the subject or target of comprehensive, country-wide or territory-wide Sanctions from time to time (currently, Cuba, Iran, North Korea, Syria, the Crimea region, and the non-government controlled areas of Ukraine in the oblasts of Donetsk, Luhansk, Kherson, and Zaporizhzhia).

"Sanctioned Person(s)" means any person that is: (i) listed on any Sanctioned List; (ii) located, organized or ordinarily resident in a Sanctioned Jurisdiction; (iii) directly or indirectly controlled by any Person covered by, or acting on behalf of, (i) or (ii); (iv) the government of Cuba, Iran, North Korea or Syria or a person owned or controlled by or acting on behalf of such governments; or (v) any other person targeted by Sanctions.

"Shareholders' Agreement" means the amended and restated shareholders' agreement to be entered into between the Founders, the Company, the Vendor and the Purchaser at Completion, in the agreed form.

"Share Transfer Form" means the share transfer form to be entered into between the Vendor and the Purchaser at Completion in the agreed form.

"Shenzhen Deyi Medical" means Shenzhen Deyi Medical Examination Laboratory (深圳得易医学检验实验室), a company incorporated in the PRC and de-registered with effect from 11 December 2023.

"**Shenzhen VIE Entity**" means Deyi Health Industry (Shenzhen) Co., Ltd. (得易健康产业 (深圳) 有限责任公司), a company incorporated under the laws of the PRC, the particulars of which are set out in Schedule 1.

"**Shenzhen WFOE**" means 明察康健 (深圳) 科技有限责任公司, a company incorporated under the laws of the PRC, the particulars of which are set out in Schedule 1.

"**Subsidiaries**" means, collectively, Insighta HK, the Shenzhen WFOE and the VIE Entities, and "**Subsidiary**" means any of them.

"**Surviving Provisions**" means Clauses 1 (*Interpretation*), 8 (*Confidentiality and Announcements*), 9 (*Costs, Expenses and Fees*), 10 (*Notices*), 11 (*Assignment*), 12 (*Miscellaneous*), 13 (*Governing Law and Dispute Resolutions*) and 14 (*Counterparts*).

"**Take2 Group**" means Take2 Holdings Limited and/or its Affiliates.

"**Taxes**" means any and all taxes, duties, withholdings, levies, assessments, imposts, fees and charges (including any capital gains tax, value-added tax or similar tax and any stamp, registration or similar tax), together with any claims, penalties, fines, surcharges and interest arising or resulting therefrom and any additions thereto, imposed, collected or assessed by, or payable to, a Government Authority, and "**Tax**" shall be construed accordingly.

"**Tax Authority**" means any Government Authority anywhere in the world exercising a fiscal, revenue, customs or excise function.

"**Tax Warranties**" means the representations and warranties contained in Paragraph 8 (*Tax*) of Schedule 2.

"**Tax Warranty Claim**" means any claim made by the Purchaser for breach of any Tax Warranty.

"**Territory**" has the meaning given to it in the IP Licence Agreement.

"**Third Party Intellectual Property**" means all the Intellectual Property, which is licensed to any Group Company, or in respect of which any Group Company is granted an option or other right to obtain a license, pursuant to any of the IP Licences In.

"**Third Parties Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

"**Transaction**" means the sale and purchase of the Sale Shares in accordance with the terms and subject to the conditions of this Agreement.

"**Transaction Documents**" means this Agreement, the Amended Articles, the Disclosure Letter and the Shareholders' Agreement and each of the documents, instruments, certificates and other ancillary documents required to be entered into or delivered by the Parties or their respective Affiliates in accordance with the terms of this Agreement.

"USD" or "US\$" means the lawful currency of the United States of America.

"Vendor's Bank Account" means the USD-denominated bank account in the name of the Vendor with the following details, or such other bank account designated by the Vendor by Notice to the Purchaser at least ten (10) Business Days in advance of the Completion Date.

Beneficiary Bank:	CITIBANK N.A.
Beneficiary Bank Address:	9/F CITI TOWER ONE BAY EAST 83 HOI BUN ROAD KWUN TONG KOWLOON
Beneficiary Bank SWIFT Code:	CITIHKHXXXX
Beneficiary Account Name:	PRENETICS GLOBAL LTD
Beneficiary Account No.:	006-39191849446
Account Currency:	USD

"Vendor's Warranty" means a representation and warranty given by the Vendor under Clause 6 and Schedule 2, and "Vendor's Warranties" shall mean all of them.

"VIE Documents" means each agreement or contract entered into between the Company or any of its Subsidiaries, on the one hand, and the relevant VIE Entity or the shareholders of the relevant VIE Entity, on the other hand, which enables the Company or the relevant Subsidiary to control the relevant VIE Entity, including the agreements or contracts set out in folder 2.5 of the Data Room.

"VIE Entities" means, collectively, (a) the Guangzhou VIE Entity and the Shenzhen VIE Entity and (b) any other company which is not directly or indirectly owned by the Company but the Company is deemed to control such company through the VIE Documents, and "VIE Entity" means any one of them.

"Warranty Claim" means any claim made by the Purchaser for breach of any Vendor's Warranty (including, for the avoidance of doubt, a Fundamental Warranty Claim and a Tax Warranty Claim).

1.2 Recitals, schedules, etc.

References to this Agreement shall include the Recitals and Schedules which form part of this Agreement for all purposes. The Recitals do not create binding obligations on a Party. References in this Agreement to the "Recitals", "Schedules", "Clauses" and "Paragraphs" are references respectively to the recitals and schedules to and clauses and paragraphs of this Agreement.

1.3 References to certain general terms

Unless the contrary intention appears, a reference in this Agreement to:

- (a) "subsidiary" is to be construed in accordance with sections 13 to 15 of the Companies Ordinance;

- (b) a "**person**" includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality);
- (c) a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this Agreement and any subordinate legislation made under the statutory provision (as so modified or re-enacted) before the date of this Agreement;
- (d) a party being liable to another party, or to liability, includes any liability in equity, contract or tort (including negligence) or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong);
- (e) words in one gender include any other gender;
- (f) a document (including this Agreement) includes any variation, amendment or replacement of it;
- (g) a document in the "**agreed form**" is a reference to that document in the form that the Parties have confirmed by exchange of emails on or around the date of this Agreement is to be treated for the purposes of this Agreement as being the "agreed form", with such amendments as the Parties may subsequently confirm prior to Completion;
- (h) a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
- (i) "**Parties**" or a "**Party**", unless the context otherwise requires, includes a reference to the relevant Party's successors and permitted assigns;
- (j) the singular includes the plural and *vice versa*;
- (k) times of the day are to that time in Hong Kong and references to a day are to a period of twenty-four (24) hours running from midnight to midnight;
- (l) any "**matter**" shall be deemed to include any fact, matter, event or circumstance (including any omission to act);
- (m) any Hong Kong legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Hong Kong, be deemed to include what most nearly approximates in that jurisdiction to the Hong Kong legal term, and to any Hong Kong statute shall be construed so as to include equivalent or analogous laws of any other jurisdiction; and
- (n) "**writing**" or "**written**" include any method of reproducing words or text in a legible and non-transitory form and, for the avoidance of doubt, shall include text transmitted by e-mail.

1.4 Unless the context otherwise requires, if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day, when calculating the period of time before which, within which or following which any act is to be done or step taken under this Agreement, the date that is the reference date in calculating that

period shall be excluded. If the last day of that period is not a Business Day, the period in question shall end on the next Business Day.

- 1.5 The *ejusdem generis* principle of construction shall not apply to this Agreement. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. Any phrase introduced by the term "**other**", "**include**", "**including**" or other similar expression are not used as, nor are they to be interpreted as words of limitation and when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 1.6 A reference to the Vendor's knowledge is deemed to include the awareness or knowledge, information and belief which Mr. Yeung Sheng Wu Danny, Mr. Yin Pan Cheng, Mr. Tony Shu Kam Mok and Mr. Lo Hoi Chun Stephen, would have if he or she had made all reasonable enquiries of the Founders and/or the management of the Group Companies.
- 1.7 The headings in this Agreement do not affect its interpretation.

2. **SALE OF SHARES**

2.1 **Sale and Purchase of Sale Shares**

- (a) At Completion, subject to and in accordance with the terms and conditions of this Agreement, the Vendor agrees to sell and transfer to the Purchaser, and the Purchaser agrees to purchase from the Vendor, the legal and beneficial interest of the Sale Shares and together with any and all rights which now are, or at any time hereafter may become, attached to them, including all rights to any dividend or other distribution declared, made or paid after the date of this Agreement, free and clear of any Encumbrances.
- (b) In consideration for the sale and purchase of the Sale Shares, the Purchaser shall pay to the Vendor an amount equal to thirty million United States Dollars (US\$30,000,000) (the "**Purchase Price**") on the Completion Date in accordance with Clause 3.3(b).
- (c) Subject to and contingent upon Completion, the Vendor hereby irrevocably and unconditionally waives all pre-emption rights, rights of first refusal, redemption rights and rights of notice and any similar rights over and with respect to any of the Sale Shares and/or the Transaction conferred on it by the Existing Articles, the Existing Shareholders' Agreement or otherwise.

3. **COMPLETION**

3.1 **Time and place of Completion**

Subject to the terms and conditions of this Agreement, Completion shall take place on the date of this Agreement (or such other date as may be agreed between the Vendor and the Purchaser from time to time) (such date, the "**Completion Date**") at such place (or remotely via electronic exchange of documents and signatures) as may be agreed by the Parties.

3.2 **Vendor's obligations**

- (a) At Completion, the Vendor shall deliver, or cause to be delivered, to the Purchaser:

- (i) the Share Transfer Form duly executed by it in respect of the Sale Shares in favour of the Purchaser;
- (ii) (if not already delivered) a copy (certified to be a true copy by a director or registered office provider or company secretary of the Vendor) of the resolutions of the board of directors of the Vendor or minutes of a duly held meeting of the board of directors of the Vendor approving:
 - (A) the sale of the Sale Shares by the Vendor to the Purchaser; and
 - (B) the execution and delivery by the Vendor of the Transaction Documents to which it is a party and any other documents to be delivered by it at Completion, and the performance by it of its obligations thereunder;
- (iii) a copy (certified to be a true copy by a director or registered office provider or company secretary of the Company) of the resolutions of the board of directors of the Company or minutes of a duly held meeting of the board of directors of the Company, pursuant to which all directors of the Company approve:
 - (A) the execution and delivery by the Company of each Transaction Document to which it is a party and the performance by it of its obligations thereunder;
 - (B) the reclassification of the Sale Shares into Class C Shares at Completion;
 - (C) the transfer of the Sale Shares, the update of the register of members of the Company to reflect the Purchaser as the registered owner of the Sale Shares as at the Completion Date and the reclassification of the Sale Shares into Class C Shares at Completion, the cancellation of the existing share certificate of the Sale Shares in the name of the Vendor and the issuance of new share certificate(s) in the name of the Purchaser with respect to the Sale Shares (including the new share certificate(s) in the name of the Purchaser with respect to the Sale Shares after the reclassification into Class C Shares);
 - (D) the update of the register of directors of the Company to reflect change of directors at Completion;
 - (E) the adoption of the Amended Articles; and
 - (F) the resignation of Mr. Jiang Peiyong as director of the Company and appointing person(s) nominated by the Purchaser as director(s) of the Company, in each case with effect from Completion;
- (iv) a copy (certified to be a true copy by a director or registered office provider or company secretary of the Company) of the unanimous written resolutions of the shareholders of the Company, pursuant to which all the shareholders of the Company (x) waive all pre-emption rights, rights of first refusal, redemption rights and rights of notice and any similar rights over and with respect to any of the Sale Shares and/or the Transaction conferred on the relevant shareholder under the

Existing Articles, the Existing Shareholders' Agreement or otherwise (the "**Existing Shareholders' Waiver**") and (y) approve:

- (A) the transfer of the Sale Shares;
 - (B) the amendment and restatement of the Existing Shareholders' Agreement, and the execution and delivery by the Company of the Shareholders' Agreement;
 - (C) the reclassification of the Sale Shares into Class C Shares at Completion;
 - (D) the adoption of the Amended Articles;
 - (E) the Existing Shareholders' Waiver; and
 - (F) the resignation of Mr. Jiang Peiyong as director of the Company and appointing person(s) nominated by the Purchaser as director(s) of the Company, in each case with effect from Completion.
- (v) (if not already executed and delivered) each of the Transaction Documents (other than this Agreement) duly executed and delivered by each party thereto other than the Purchaser;
- (vi) a copy (certified to be a true copy by a director or company secretary of the Company) of (A) the updated register of members of the Company reflecting (x) the Purchaser as the registered owner of the Sale Shares as at the Completion Date; and (y) the reclassification of the Sale Shares into Class C Shares at Completion; and (B) the updated register of directors of the Company reflecting change of directors at Completion;
- (vii) scanned copies of the new share certificate(s) in the name of the Purchaser with respect to the Sale Shares (including the new share certificate(s) in the name of the Purchaser with respect to the Sale Shares after the reclassification into Class C Shares); and
- (viii) documentary evidence which shows that the relevant filings have been made by the Company with the Cayman Islands Registrar of Companies for the updated register of directors and the adoption of the Amended Articles.
- (b) At Completion, the Vendor shall deliver, or cause to be delivered, to the Company:
- (i) the existing share certificate in respect of the Sale Shares in the name of the Vendor; and
 - (ii) a resignation letter from Mr. Jiang Peiyong, resigning from the board of directors of the Company and confirming no outstanding claims or rights against the Company arising out of his directorship or the termination of his directorship.

3.3 Purchaser's obligations

Against compliance by the Vendor with Clause 3.2, the Purchaser shall:

- (a) deliver, or cause to be delivered, to the Vendor:
 - (i) the Share Transfer Form duly executed by it in respect of the Sale Shares; and
 - (ii) (if not already executed and delivered) each of the Transaction Documents to which it is a party (other than this Agreement) duly executed and delivered by the Purchaser; and
- (b) pay, or procure the payment of, an amount in USD equal to the Purchase Price to the Vendor by electronic transfer of immediately available funds to the Vendor's Bank Account, and deliver to the Vendor the form MT103 (or similar evidence or irrevocable payment) evidencing such payment and the provision of such evidence to the Vendor shall be deemed to satisfy the Purchaser's payment obligations under this Clause 3.3(b).

3.4 Default

- (a) If Completion does not take place on the Completion Date because either the Vendor or the Purchaser (the "**Defaulting Party**") fails to comply with any of its respective obligations under (with respect to the Vendor) Clause 3.2 and (with respect to the Purchaser) Clause 3.3 (whether such failure by the Defaulting Party amounts to a repudiatory breach or not), the other Party (the "**Non-Defaulting Party**") may by Notice to the Defaulting Party:
 - (i) proceed to Completion to the extent reasonably practicable;
 - (ii) postpone Completion to such date as the Non-Defaulting Party may specify (being a date not later than the Long Stop Date); or
 - (iii) terminate this Agreement.
- (b) If the Non-Defaulting Party postpones Completion to another date in accordance with Clause 3.4(a)(ii), the provisions of this Agreement apply as if that other date is the Completion Date.
- (c) If the Non-Defaulting Party terminates this Agreement pursuant to Clause 3.4(a)(iii), each Party's further rights and obligations shall cease immediately on termination (excluding those under the Surviving Provisions), but termination does not affect a Party's accrued rights and obligations at the date of termination.

4. ANNOUNCEMENT 7

- 4.1 The Vendor shall prepare and submit (or procure to submit) the tax reporting in connection with the Transaction under Announcement 7 and/or Announcement 37 ("**Announcement 7 Reporting**") as soon as practicable and in any case within the statutory period in accordance with applicable Laws.
- 4.2 The Vendor shall deliver to the Purchaser such evidence to the satisfaction of the Purchaser which can prove that the Announcement 7 Reporting has been duly

submitted to the relevant Tax Authority in the PRC within five (5) Business Days after such submission.

- 4.3 If the relevant Tax Authority in the PRC determines or assesses that Tax is liable to be paid in connection with the Transaction under Announcement 7 and/or Announcement 37, the Vendor shall prepare and submit the tax return in relation to the Transaction to the relevant Tax Authority in the PRC and pay (or procure the payment of) the final assessed Tax amount under Announcement 7 and/or Announcement 37 within the time period prescribed by applicable Laws and instructions from the relevant Tax Authority in the PRC and deliver to the Purchaser the Acceptable Evidence of Payment within five (5) Business Days after such payment.
- 4.4 The Vendor shall, at the request of the Purchaser, provide the Purchaser with such assistance as the Purchaser may reasonably require in connection with the Announcement 7 Reporting and/or any matters in connection with any withholding obligations of the Purchaser under the Announcement 7 and/or Announcement 37.
- 4.5 The Vendor shall indemnify the Purchaser against the losses suffered directly by the Purchaser as a result of the failure by the Vendor to pay (or procure the payment of) the final assessed Tax amount under Announcement 7 and/or Announcement 37 within the time period prescribed by applicable Laws and instructions from the relevant Tax Authority in the PRC.

5. POST-COMPLETION UNDERTAKING

- 5.1 The Vendor shall procure that the Company and all relevant Group Companies shall, and shall procure that Mr. Danny Sheng Wu Yeung (as director and chief executive officer of the Company) shall ensure that the Company, all relevant Group Companies and other relevant parties will, provide all such assistance and support as required by the Purchaser for:
- (a) completing the registration of the Equity Pledges with the local counterpart of the State Administration for Market Regulation in accordance with applicable Laws as soon as possible following Completion and in any event by 31 October 2024; and
 - (b) signing and delivering a copy of the Deed of Waiver to the Purchaser as soon as possible following Completion and in any event by 31 October 2024.
- 5.2 The Vendor shall deliver, or cause to be delivered, to the Purchaser the original new share certificate(s) in the name of the Purchaser with respect to the Sale Shares (including the original new share certificate(s) in the name of the Purchaser with respect to the Sale Shares after the reclassification into Class C Shares) as soon as possible and in any event within three (3) Business Days after the Completion Date.

6. REPRESENTATIONS AND WARRANTIES GIVEN BY THE VENDOR

- 6.1 The Vendor represents and warrants to the Purchaser that each of the statements set out in Schedule 2 is true, accurate and not misleading as at (i) the date of this Agreement and (ii) the Completion Date, in each case, by reference to the facts and circumstances then subsisting.
- 6.2 The Vendor's Warranties are qualified by the facts and circumstances Disclosed in this Agreement, the Disclosure Letter or in any of the documents annexed to the Disclosure Letter. No other knowledge of the Purchaser relating to any Group Company (actual, constructive or imputed) prevents or limits a claim made by the Purchaser for breach of Clause 6.1 above. The Vendor shall not invoke the

Purchaser's knowledge (actual, constructive or imputed) of a fact or circumstance which might make a Vendor's Warranty untrue, inaccurate or misleading as a defence to a claim for breach of Clause 6.1 above or to reduce any amount recoverable.

6.3 The Vendor's liability for any Warranty Claim shall be limited or excluded, as the case may be, as set out in Schedule 3.

6.4 Each Vendor's Warranty is to be construed independently and (except where this Agreement provides otherwise) is not limited by a provision of this Agreement or another Vendor's Warranty.

7. REPRESENTATIONS AND WARRANTIES GIVEN BY THE PURCHASER

The Purchaser represents and warrants to the Vendor that each of the statements set out under this Clause 7 is true, accurate and not misleading as at (i) the date of this Agreement and (ii) the Completion Date, in each case, by reference to the facts and circumstances then subsisting:

(a) *Capacity and authority*

- (i) It is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all necessary corporate power and authority to enter into this Agreement and each other Transaction Document to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.
- (ii) No petition has been presented, no order has been made, or resolution passed for the winding up of it or for the appointment of a liquidator, provisional liquidator, receiver, administrator or manager of it. No liquidator, provisional liquidator, receiver, administrator or manager has been appointed in relation to it, nor any notice given of the appointment of any such person, over the whole or part of its business or assets.
- (iii) This Agreement has been (and each Transaction Document upon execution and delivery will be) duly executed and delivered by it and constitutes (and each Transaction Document upon execution and delivery will constitute) legal, valid and binding obligations of it, enforceable against it in accordance with its (and their) respective terms.
- (iv) The execution, delivery and performance by it of this Agreement and/or each of the Transaction Documents to which it is a party and the consummation of the transactions contemplated in the Transaction Documents will not result in a breach of, or constitute a default under (as applicable):
 - (A) any provision of its articles of association or equivalent constitutional documents;
 - (B) any contract, agreement or instrument to which it is a party or by which it is bound; and
 - (C) a breach of any order, judgment or decree of any court or Government Authority to which it is a party or by which it is bound or submits,

in each case, where such breach or default (as the case may be) would or would be reasonably likely to have a material adverse effect on its ability to perform its obligations under this Agreement and/or any of the Transaction Documents to which it is a party.

8. CONFIDENTIALITY AND ANNOUNCEMENTS

8.1 Confidential Information

- (a) Subject to Clause 8.1(b), each Party undertakes to the other Party that it shall (and shall procure that its Affiliates shall):
 - (i) not, without the prior written consent of the other Party, use or disclose to any unauthorised person Confidential Information it has or acquires; and
 - (ii) make every effort to prevent the unauthorised use or disclosure of Confidential Information.
- (b) The confidentiality obligations under Clause 8.1(a) do not apply to:
 - (i) to the Representatives of a Party whose function requires it to have the relevant Confidential Information, provided that they are subject to obligations to keep such information confidential on the same or equivalent confidentiality terms as Clause 8.1(a);
 - (ii) any information that is required to be disclosed by applicable Law or any requirement of any competent Government Authority or pursuant to applicable rules or regulations of any relevant regulatory, administrative or supervisory body (including any relevant stock exchange or securities council), whether or not it has the force of law; provided that, to the extent legally permissible and so far as reasonably practicable, the disclosure shall be made after consultation with the other Party and after taking into account the other Party's reasonable requirements as to its timing, content and manner of making or despatch; and
 - (iii) the disclosure of information by any Party to its Affiliate, its or any of its Affiliate's consultants, auditors, advisors, employees, officers or directors so long as such persons are subject to obligations to keep such information confidential on the same or equivalent confidentiality terms as Clause 8.1(a).

8.2 Announcements or releases

- (a) A Party may not make press or other announcements, communications, circulars or releases relating to this Agreement and the matters referred to in this Agreement and the other Transaction Documents without the prior approval of the other Party to the form and manner of the announcement or release unless and to the extent that disclosure is required or requested to be made by a Party by applicable Law, or any requirement of any competent Government Authority or pursuant to applicable rules or regulations of any relevant regulatory, administrative or supervisory body (including any relevant stock exchange or securities council), whether or not it has the force of law.
- (b) To the extent that any announcement or release is so required or requested to be made by any Party in accordance with Clause 8.2(a), the Party making the

announcement or release must, as far as reasonably practicable and legally permissible, consult with the other Party as to the form, content and timing of any such announcement or release.

- (c) Without the prior written consent of the Purchaser, the Vendor shall, and shall cause its Affiliates not to: (i) use in advertising, publicity, announcements, or otherwise the name of "Tencent", "腾讯", "QQ", "Wechat", "微信", "Tencent Investment", "腾讯投资", or any Affiliate of Tencent, either alone or in combination thereof, the associated devices and logos of the above brands, or any company name, trade name, trademark, service mark, domain name, device, design, symbol or any abbreviation, contraction or simulation thereof owned or used by the Purchaser or any of its Affiliates; or (ii) represent, directly or indirectly, that any product or services provided by the Vendor and/or its Affiliates, the Company and/or its Affiliates has been approved or endorsed by the Purchaser or any of its Affiliates.

9. COSTS, EXPENSES AND FEES

9.1 Costs, expenses and fees

- (a) Subject to Clause 9.1(b), except where this Agreement or other Transaction Documents provide otherwise, each Party shall pay its own costs, expenses and fees (including any fees of any legal or other professional advisors) in connection with the negotiation, preparation, execution, completion and performance of this Agreement and each document referred to hereunder.
- (b) The Vendor shall bear any and all costs, expenses and fees incurred by the Purchaser in connection with the negotiation, preparation, execution, completion and performance of this Agreement and each document referred to hereunder (including any costs, expenses and fees in connection with conducting Due Diligence and any fees of any legal or other professional advisors) up to an aggregate amount of US\$70,000.

9.2 Taxes

The Vendor shall bear and be responsible for all applicable Taxes (if any) payable under applicable Law in connection with this Agreement and/or the sale of Sale Shares from the Vendor to the Purchaser, and shall indemnify and hold harmless the Purchaser and its Affiliates from and against any loss, liability, costs or expenses suffered or incurred (directly or indirectly) by the Purchaser or its Affiliates which arises out of or in connection with any failure by the Vendor to comply with its obligations under this Clause 9.2.

10. NOTICES

10.1 Address for delivery of notices

- (a) Any notice or other communication given or made under this Agreement (a "Notice") shall be:
 - (i) in writing;
 - (ii) unless otherwise specified, in English; and
 - (iii) delivered personally or sent by courier by an internationally recognised courier company or by electronic mail (e-mail), to the Party due to

receive the Notice at its address or e-mail address set out in Clause 10.1(b) or to such other address or e-mail address as notified by one Party to the other Party in accordance with Clause 10.3.

(b) The address or e-mail address referred to in Clause 10.1(a) is:

(i) if to the Vendor:

Address: Unit 703-706, K11 Atelier King's Road, 728 King's Road, Quarry Bay, Hong Kong

E-mail address: danny@prenetics.com

Attention: Mr. Danny Sheng Wu Yeung

(ii) if to the Purchaser:

Address: Tencent Binhai Towers No. 33 Haitian 2nd Road Nanshan District, Shenzhen P. R. China 518064

Attention: Mergers and Acquisitions Department

with a copy to:

c/o Tencent Holdings Limited Level 29, Three Pacific Place 1 Queen's Road East Wanchai, Hong Kong

Attention: Compliance and Transactions Department

E-mail address: PD_Support@tencent.com

legalnotice@tencent.com

10.2 Delivery of Notices

In the absence of evidence of earlier receipt, a Notice shall be deemed to have been duly given or made:

- (a) if sent by personal delivery, upon delivery at the address of the relevant Party;
- (b) if sent by courier, two (2) Business Days (if posted within Hong Kong) or five (5) Business Days (if posted outside of Hong Kong) after the date of posting; and
- (c) if sent by e-mail:
 - (i) before 5:00 p.m. on a Business Day, at the time when the e-mail was sent (as recorded on the device from which the sender sent the email); or

- (ii) after 5:00 p.m. on a Business Day, at 9:00 a.m. on the next Business Day following the day when the e-mail was sent (as recorded on the device from which the sender sent the email),
- (iii) in each case, unless the sender receives an automated message that the email has not been delivered.

10.3 **Changes to addresses**

A Party may notify the other Party of a change to its relevant address or e-mail address for the purposes of this Clause 10, provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is earlier than the date on which a notice is deemed under Clause 10.2 to have been duly given, the date on which such notice is so deemed to have been duly given.

11. **ASSIGNMENT**

- (a) A Party must not assign, transfer, dispose of or otherwise part with any of its rights under this Agreement without the prior written consent of the other Party. Any such assignment without such prior written consent shall be null and void.
- (b) This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective heirs, successors and permitted assigns.

12. **MISCELLANEOUS**

12.1 **Discretion in exercising rights**

A Party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Agreement expressly states otherwise.

12.2 **Failure to exercise rights**

Except as otherwise set out in this Agreement or expressly agreed by the Parties in writing, any partial exercise, failure to exercise, or delay in exercising, a right or remedy provided under this Agreement or by Law does not impair or operate as a waiver or prevent or restrict any further or other exercise of that or any other right or remedy in accordance with this Agreement. No single or partial exercise of a right or remedy provided by this Agreement or by Law prevents further exercise of the right or remedy or the exercise of another right or remedy.

12.3 **No liability for loss**

Except as otherwise set out in this Agreement, a Party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy that is available to it under this Agreement.

12.4 **Approvals and consents**

By giving its approval or consent, a Party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

12.5 **Remedies cumulative**

The rights and remedies provided in this Agreement are cumulative and in addition to other rights and remedies given by Law independently of this Agreement.

12.6 **Variation and waiver**

- (a) This Agreement may only be varied if it is in writing and signed by or on behalf of the Vendor and the Purchaser. For the avoidance of doubt, "**varied**" shall include any amendment, supplement, deletion or replacement howsoever effected.
- (b) Unless expressly agreed, no variation or waiver shall constitute a general variation or waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement that have already accrued up to the date of variation or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force, except and only to the extent that they are so varied or waived.

12.7 **Further steps**

Each Party agrees, at its own expense but subject to Clause 9, to take all actions, execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary, by Law or as may be necessary or reasonably requested by the Vendor or the Purchaser, to give full effect to the terms of the Transaction Documents.

12.8 **Time of the essence**

Except as otherwise set out in this Agreement, time is of the essence of this Agreement in respect of any date or period determined under this Agreement.

12.9 **Entire agreement**

- (a) This Agreement, together with other Transaction Documents, represents the entire understanding, and constitutes the entire agreements, of the Parties about its subject matter and supersedes all previous agreements between the Parties (whether written or oral), understandings and negotiations on that subject matter.
- (b) Nothing in this Clause 12.9 shall have the effect of limiting any liability arising from fraud, wilful misconduct or wilful concealment.

12.10 **Severability**

If any provision or of any part of a provision of this Agreement is invalid or void, unenforceable or illegal in any jurisdiction, such provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. The

remainder of this Agreement remains in full force and effect and the validity or enforceability of that provision in any other jurisdiction shall not be affected. This Clause 12.10 has no effect if the severance alters the basic nature of this Agreement.

12.11 **Third Parties**

Except as expressly provided in this Agreement, a person who is not a party to this Agreement has no right under the Third Parties Ordinance to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Third Parties Ordinance.

13. **GOVERNING LAW AND DISPUTE RESOLUTIONS**

- (a) The construction, validity and performance of this Agreement and all non-contractual obligations (if any) arising from or connected with this Agreement shall be governed by the laws in force in Hong Kong.
- (b) The Parties agree to negotiate in good faith to resolve any dispute, controversy, difference or claim arising out of or in connection with this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) or any dispute regarding non-contractual obligations arising out of this Agreement (a "**Dispute**"). In the event the negotiations between the Parties cannot resolve any such Dispute within thirty (30) days, such Dispute shall be referred to and finally settled by arbitration administered by the Hong Kong International Arbitration Centre (the "**HKIAC**") for arbitration in Hong Kong.
- (c) The arbitration shall be conducted in accordance with the HKIAC Administered Arbitration Rules in force at the time of the initiation of the arbitration, which rules are deemed to be incorporated by reference into this Clause 13 save to the extent that they are inconsistent with the express terms of this Agreement.
- (d) The seat or legal place of arbitration shall be Hong Kong, and the arbitral proceedings shall be conducted in English.
- (e) The arbitration tribunal shall consist of three (3) arbitrators. The claimant(s) and the respondent(s) shall each nominate one (1) arbitrator, and the two (2) arbitrators thus appointed shall nominate the third arbitrator who shall be the presiding arbitrator; if the claimant(s) or the respondent(s) fails to appoint the arbitrator within fourteen (14) days of a request to do so from the other Party, or if the two (2) arbitrators fail to nominate the third arbitrator within fourteen (14) days after the appointment of the second arbitrator, the appointment shall be made, upon request of a Party, by the HKIAC in accordance with the HKIAC Administered Arbitration Rules.
- (f) Any award of the arbitral tribunal shall be final and binding upon the Parties from the day it is made, and the Parties undertake to carry out the award without delay.
- (g) The Parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, both before or after the arbitral tribunal has been appointed, at any time until the arbitral tribunal has made its final award.

14. **COUNTERPARTS**

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures, electronic signatures or signatures sent by email attachment shall be valid and binding to the same extent as original signatures.

Schedule 1
GROUP COMPANIES

THE COMPANY

Company name	:	Insighta Holdings Limited
Company number	:	398503
Date of incorporation	:	17 March 2023
Place of incorporation	:	Cayman Islands
Address of registered office	:	The Office of Vistra (Cayman) Limited, P. O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 - 1205 Cayman Islands
Authorised share capital	:	US\$50,000.00 divided into 250,000,000 Class A Shares and 250,000,000 Class B ordinary shares of a nominal or par value of US\$0.0001
Issued share capital	:	US\$200.00 divided into 1,350,000 Class A Shares and 650,000 Class B ordinary shares of a nominal or par value of US\$0.0001
Directors	:	Kwan Chee Chan Anand Balakrishna Madduri Danny Sheng Wu Yeung Yin Pan Cheng Tony Shu Kam Mok Peiyong Jiang

Number of Shares

: Shareholder

Kwan Chee Chan

Prenetics Global Limited

Yuk Ming Dennis Lo

INSIGHTA HK

Company name : Insighta Limited (明察康健有限公司)

Business registration number : 74748355

Date of incorporation : 5 January 2023

Place of incorporation : Hong Kong

Address of registered office : 21/F, Edinburgh Tower, The Landmark, 15 Queen's Road, Central, Hong Kong

Share capital : HKD20,000 divided into 2,000,000 ordinary shares

Directors : Kwan Chee Chan

Peiyong Jiang

Shareholder(s)	Shareholder	Number of Shares
	Insighta Holdings Limited	2,000,000 ordinary shares

SHENZHEN WFOE

Company name : Insighta (Shenzhen) Technology Co., Ltd. (明察康健 (深圳) 科技有限责任公司)

Unified social credit code : 91440300MACU0M0KXN

Date of incorporation : 4 September 2023

Place of incorporation : PRC

Address of registered office : 214E, Building 543, Bagualing Industrial Zone, Bagua Second Road, Hualin Community, Yuanling Street, Futian District, Shenzhen (深圳市福田区园岭街道华林社区八卦二路八卦岭工业区543栋214E)

Registered capital (and Paid-up Capital) : RMB10,000,000 (RMB 300,000 paid up)

Director(s) and Supervisor(s) : Kwan Chee Chan (Executive Director and General Manager)
Peiyong Jiang (Supervisor)

Legal representative : Kwan Chee Chan

Shareholder(s) : **Shareholder** **Paid-up Capital**

Insighta Limited (明察康健有限公司 RMB300,000
司)

GUANGZHOU VIE ENTITY

Company name	:	Deyi Health Bio-technology (Guangzhou) Co., Ltd. (得易健康生物科技 (广州) 有限公司)
Unified social credit code	:	91440112MAC36KN13L
Date of incorporation	:	15 November 2022
Place of incorporation	:	PRC
Address of registered office	:	Unit C301, 3/F, Building 4, No.9, Luoxuan Fourth Road, International Biology Island, Huangpu District, Guangzhou (广州市黄埔区国际生物岛螺旋四路9号4栋第三层C301单元)
Registered capital (and Paid-up Capital)	:	RMB 20,000,000 (The sole shareholder has not made any contributions)
Director(s) and Supervisor(s)	:	Chenyang Pang (庞晨阳) (Executive Director and Manager) Victor Edward Tong Jr (Supervisor)
Legal representative	:	Chenyang Pang (庞晨阳)
Shareholder(s)	:	Shareholder Paid-up Capital

Deyi Health Industry (Shenzhen) Co., Ltd. (得易健康产业 (深圳) 有限责任公司) (100%)	The sole shareholder has not made any contributions.
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SHENZHEN VIE ENTITY

Company name : Deyi Health Industry (Shenzhen) Co., Ltd. (得易健康产业 (深圳) 有限责任公司)

Unified social credit code : 91440300MA5GBRDC59

Date of incorporation : 19 August 2020

Place of incorporation : PRC

Address of registered office : 2305C1, Building 8, Qianhai Excellence Finance Centre (Phase I), 5033 Menghai Avenue, Nanshan Street, Qianhai Shenzhen-Hong Kong Cooperation Zone, Shenzhen (深圳市前海深港合作区南山街道梦海大道5033号前海卓越金融中心 (一期) 8号楼2305C1)

Registered capital (and Paid-up Capital) : RMB 100,000 (all paid up)

Director(s) and Supervisor(s) : Chenyang Pang (庞晨阳) (Executive Director and Manager)
Victor Edward Tong Jr (Supervisor)

Legal representative : Chenyang Pang (庞晨阳)

Shareholder(s)	Shareholder	Paid-up Capital
	Wanxia Gai (盖万霞) (51%)	RMB 51,000
	Zhijia Liu (刘志华) (49%)	RMB 49,000

Schedule 2
VENDOR'S WARRANTIES

1. Capacity and Authority

- 1.1 The Vendor is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all necessary corporate power and authority to enter into this Agreement and each other Transaction Document to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.
- 1.2 No petition has been presented, no order has been made, or resolution passed for the winding up of the Vendor or for the appointment of a liquidator, provisional liquidator, receiver, administrator or manager of the Vendor. No liquidator, provisional liquidator, receiver, administrator or manager has been appointed in relation to the Vendor, nor any notice given of the appointment of any such person, over the whole or part of the business or assets of the Vendor.
- 1.3 This Agreement has been (and each Transaction Document upon execution and delivery will be) duly executed and delivered by the Vendor and constitutes (and each Transaction Document upon execution and delivery will constitute) legal, valid and binding obligations of the Vendor, enforceable against the same in accordance with its (and their) respective terms.
- 1.4 The Vendor has the right, power and authority, and has taken all action necessary, to execute, deliver and exercise its respective rights, and perform its respective obligations, under this Agreement and/or each Transaction Document to which it is a party to be executed at or before Completion.
- 1.5 The execution, delivery and performance by the Vendor of this Agreement and/or each of the Transaction Documents to which it is a party and the consummation of the transactions contemplated in the Transaction Documents will not result in a breach of, or constitute a default under (as applicable):
- 1.5.1 any provision of its memorandum or articles of association or equivalent constitutional documents;
 - 1.5.2 any contract, agreement or instrument to which it is a party or by which it is bound; and
 - 1.5.3 a breach of any order, judgment or decree of any court or Government Authority to which it is a party or by which it is bound or submits,

in each case, where such breach or default (as the case may be) would or would be reasonably likely to have a material adverse effect on its ability to perform its obligations under this Agreement and/or any of the Transaction Documents to which it is a party.

2. Sale Shares

- 2.1 The Vendor is the sole legal and beneficial owner of the Sale Shares. At Completion, the Vendor shall have transferred and delivered to the Purchaser full legal and beneficial ownership of the Sale Shares, free and clear of all Encumbrances.
- 2.2 The Sale Shares have been properly allotted and issued and are fully paid or credited as fully paid.

- 2.3 Other than in respect of this Agreement and the Existing Shareholders' Agreement, (a) there is no Encumbrance, and there is no agreement, arrangement or obligation to create or give an Encumbrance, in relation to any of the shares or unissued shares in the capital of the Company; and (b) no person has claimed to be entitled to an Encumbrance in relation to any of the Sale Shares.
- 2.4 Other than in connection with this Agreement and the Director Service Agreements pursuant to which a maximum of 750 Class A Shares may be allotted and issued to each of Tony Shu Kam Mok and Anand Madduri (as the case may be), there is no agreement, arrangement or obligation requiring the creation, allotment, issue, transfer, redemption or repayment of, or the grant to a person of the right (conditional or not) to require the allotment, issue, transfer, redemption or repayment of, a share in the capital of the Company (including an option or right of pre-emption or conversion).
- 2.5 To the Vendor's knowledge, other than the Announcement 7 Reporting as set out in Clause 4, no third party and regulatory consents or notifications, including the approval of or notification to any Government Authority, Tax Authority, court, arbitral tribunal, regulatory body or administrative body, are or will be required or desirable for the transfer of the Sale Shares or any interest in or part thereof to the Purchaser.

3. **Group Companies**

- 3.1 The corporate particulars of the Group Companies as set out in Schedule 1 are true, accurate and not misleading.
- 3.2 Each Group Company is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation. Each Group Company has the right, power and authority to conduct its business as conducted as at the date of this Agreement.
- 3.3 Save for the Subsidiaries, no Group Company has any other subsidiary or any interest in or has agreed to acquire any interest in, any other person.
- 3.4 There is no Encumbrance, and there is no agreement, arrangement or obligation to create or give an Encumbrance, in relation to any of the shares or equity interests of each Group Company, and no person has claimed to be entitled to an Encumbrance in relation to any of those shares or equity interests.
- 3.5 Each of the Group Companies is operating and has always operated its business in all respects in accordance with its memorandum and articles of association or equivalent constitutional document at the relevant time.
- 3.6 Each register, minute book and other book which each of the Group Companies is required by Law to keep has been properly kept and contains a true, accurate and not misleading record of the matters which it is required by applicable Laws to record in all material respects.
- 3.7 All returns, particulars, resolutions and other documents required to be delivered or registered by the Group Companies to or with any Government Authority have been properly prepared and delivered in all material respects.
- 3.8 No Group Company has given a power of attorney or other authority by which a person may enter into an agreement, arrangement or obligation on such Group Company's behalf (other than an authority for a director, other officer or employee to enter into an agreement in the usual course of that person's duties).

3.9 Each allotted and issued share in the capital of each Group Company has been properly allotted and issued and is fully paid or credited as fully paid. Each shareholder of the Group Companies established in the PRC has fully, validly and punctually paid-up its capital contribution of the registered capital of the relevant Group Company in accordance with the articles of association of the relevant Group Company and applicable Laws in the PRC and such registered capital has been verified as being fully, validly and punctually paid-up by a duly qualified accountant registered in the PRC.

3.10 Each of the Deregistered Entities have been duly de-registered as a registered company in the PRC in accordance with applicable Laws, and none of the Deregistered Entities have any residual liabilities relating to any Group Company in any jurisdiction.

4. Information

4.1 All information contained in the Transaction Documents (including any annex to the Disclosure Letter), the Due Diligence Responses and in the Data Room is true, accurate and not misleading in all material respects, and there is no matter which renders any such information untrue, inaccurate or misleading in any material respect.

4.2 To the Vendor's knowledge, all information about the Sale Shares and the Group which might be material for disclosure to a purchaser of the Sale Shares has been Disclosed to the Purchaser.

5. Effect of Sale

5.1 Neither the execution nor the performance of this Agreement and/or each of the Transaction Documents will result in any Group Company losing the benefit of an asset, grant, subsidy, right or privilege which it enjoys on the date of this Agreement.

5.2 Neither the execution nor the performance of this Agreement and/or each of the Transaction Documents will (a) conflict with, result in a breach of, give rise to an event of default under, require the consent of a person under, enable a person to terminate, or relieve a person from an obligation under any agreement or arrangement to which any Group Company is a party or any legal or administrative requirement by which any Group Company is bound, (b) result in the breach of, or create on behalf of any person the right to terminate or modify, any Group Company's rights in any Group Intellectual Property or any Third Party Intellectual Property, or (c) cause the revocation, suspension, cancellation, variation or non-renewal or any Permit.

6. Audited Accounts, Management Accounts and Accounting Records

6.1 The Audited Accounts have been prepared and audited with all due care and attention and on a basis consistent with applicable Law, policies, standards, principles and practices generally accepted in the relevant jurisdictions.

6.2 The Audited Accounts show a true and fair view of (i) the assets, liabilities (actual, contingent or otherwise), financial position and state of affair of the Company and the Group Companies (as the case may be) as at the Accounts Date, and (ii) the profits and losses of the Company and the Group Companies for the financial year ended on the Accounts Date.

6.3 The Audited Accounts fully disclose and provide adequately for all bad and doubtful debts, all liabilities (actual, contingent or otherwise) and all financial commitments existing at the Accounts Date.

- 6.4 The Management Accounts have been properly prepared with all due care and attention and on a basis consistent with applicable Law, policies, standards, principles and practices generally accepted in the relevant jurisdictions.
- 6.5 The Management Accounts fairly present and do not misstate the assets and liabilities of each of the Group Companies as at the Last Management Accounts Date and Management Accounts Date (as applicable) and the profits and losses of each of the Group Companies for the period concerned.
- 6.6 The Management Accounts fully disclose and provide adequately for all bad and doubtful debts, all liabilities (actual, contingent or otherwise) and all financial commitments existing at the Last Management Accounts Date and the Management Accounts Date (as applicable).
- 6.7 The Audited Accounts and Management Accounts are each not affected by any unusual, exceptional or nonrecurring items.
- 6.8 As at the Last Management Accounts Date and the Management Accounts Date, no material liability, obligation or commitment of any nature whatsoever (asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise) existed in relation to any Group Company which was not required to, or permitted not to, be included in the Management Accounts in accordance with applicable accounting policies.
- 6.9 Each Group Company's accounting records are up-to-date, in its possession or under its control and are properly completed in accordance with applicable Laws, policies, standards, principles and practices generally accepted in the relevant jurisdictions.
7. **VIE Documents**
- 7.1 True and complete copies of the VIE Documents have been provided or made available to the Purchaser on or before the date of this Agreement, which are set out in folder 2.5 of the Data Room. Each party to the VIE Documents has the right, power and authority, and has taken all action necessary, to enter into and perform its respective obligations under the VIE Documents. Each party's obligations under the VIE Documents are valid, legal and binding, enforceable in accordance with their terms.
- 7.2 Each party to the VIE Documents is not in breach of any of the provisions of the relevant VIE Document. There has not been any dispute relating to the performance of any VIE Document. No fact or circumstance exists which might give rise to a dispute relating to the performance of any VIE Document or invalidate or give rise to a ground for termination of any VIE Document.
- 7.3 Except as disclosed in the Disclosure Letter, all filings, registrations or recordings required to perfect the pledge over the equity interests in the Shenzhen VIE Entity granted by Liu Zhihua (刘志华) and Gai Wanxia (盖万霞), each in favour of the Shenzhen WFOE, have been made pursuant to applicable Law.
- 7.4 The Company possesses, through the relevant VIE Documents, the power to control and direct or cause the direction of the operation and activities of the relevant VIE Entity. The Company is entitled, through the relevant VIE Documents, to consolidate the financial results of the relevant VIE Entity in its financial statements.
- 7.5 There is not, and has not been, any investigation or enquiry by any Government Authority in any jurisdiction with respect to any VIE Document.

8. **Tax**

- 8.1 Each Group Company is and has at all times been subject to or assessed on Taxes in its place of incorporation only. Each Group Company is not liable to pay and has at no time incurred any liability to Tax chargeable under the Laws of any jurisdiction other than its place of incorporation, or has otherwise paid all Tax which it has become liable to pay and is not liable to pay a penalty, surcharge, fine or interest in connection with Tax.
- 8.2 Each Group Company has made appropriate deductions and withholdings in respect, or on account, of any Tax from any payments made by it, which it is obliged to make under applicable Laws and has accounted to the Tax Authority for all amounts so deducted or withheld.
- 8.3 Each Group Company has received all necessary approvals with respect to Taxes, including the application of preferential Tax provisions, exemptions, and benefits, and such approvals are in full force and effect under the Laws of the jurisdictions where each Group Company operates.
- 8.4 Each Group Company has within applicable time limits made all such returns, provided all such information and maintained all such records in relation to Tax as are required to be made or provided or maintained by it as required by applicable Law and none of such returns is disputed by a Tax Authority concerned.
- 8.5 No Group Company is, in relation to its business, involved in a dispute with any Tax Authority. No Tax Authority has stated that the Tax Authority has investigated or indicated that it intends to investigate the Tax affairs of any Group Company.
- 8.6 Each Group Company has timely withheld, or collected from each payment made to each of its employees, the full amount of all Taxes required to be withheld or collected therefrom, and has timely paid the same to the competent Tax Authority in accordance with applicable Laws.
- 8.7 The Audited Accounts reserve or provide for, in accordance with applicable Law, policies, standards, principles and practices generally accepted in the relevant jurisdictions:
- 8.7.1 all Taxes liable to be assessed on the Company and each Group Company, or for which they are or may become accountable, since the date of incorporation of the Company or the relevant Group Company (as the case may be) (whether or not the Company or the relevant Group Company has or may have a right of reimbursement against another person); and
- 8.7.2 all contingent or deferred liabilities to Tax since the date of incorporation of the Company or the relevant Group Company (as the case may be).
- 8.8 No Group Company has participated in any transaction, scheme or arrangement of which the sole or main purpose or effect is the avoidance or evasion of a liability to Tax or which could be reasonably re-characterised or treated as unenforceable or ineffective for Tax purposes for such reasons.

9. **Related Party Transactions**

9.1 No Group Company is or has been a party to or otherwise involved in any contract, transaction, agreement or arrangement (including any contract, transaction, agreement or arrangement with any shareholder of the Company or any of his or its Affiliates) which is not entered into by way of a bargain at arm's length, or any transaction, agreement or arrangement under which it has been or is or may be required to make any payment for any goods, services or facilities provided to it

which is in excess of the market value of such goods, services or facilities or under which it has been, or is or may be required to provide goods, services or facilities for a consideration which is less than the market value of such goods, services or facilities and/or in consequence of which it is or will be liable to Tax in respect of an amount deemed for Tax purposes to be income or gains of the Group Company but not actually income or gains of the Group Company.

10. **Financial Obligations**

- 10.1 Except as disclosed in the Management Accounts, (a) the Group Companies do not have outstanding and have not agreed to create or incur loan capital, borrowings or indebtedness in the nature of borrowings; and (b) none of the Group Companies is party to and is not liable under any guarantee, indemnity or other agreement to secure or incur a financial or other obligation with respect to another person's obligation.
- 10.2 No Group Company is liable to repay an investment or other grant or subsidy made to it by any person or Government Authority.
- 10.3 No fact or circumstance (including the execution and performance of this Agreement) exists which might entitle any person or Government Authority to require repayment of, or refuse an application by any Group Company for, the whole or part of a grant or subsidy.

11. **Properties**

- 11.1 None of the Group Companies owns any premises, buildings, land or other real property right.
- 11.2 The list of Leased Properties set out in Schedule 4 is, in all respects, a true, correct and complete list of all of the Leased Properties of the Group.
- 11.3 With respect to each contract pertaining to any Leased Property (each a "**Lease Agreement**"):
 - 11.3.1 such Lease Agreement is valid, binding, enforceable and in full force and effect;
 - 11.3.2 all rents have been paid in full and there are no rent arrears;
 - 11.3.3 no Group Company nor any other party to the Lease Agreement is in breach or default under such Lease Agreement, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute a breach or default thereunder or would result in the premature termination of such Lease Agreement; and
 - 11.3.4 no member of the Group is currently subleasing, licensing or otherwise granting any person the right to use or occupy such Leased Property or any portion thereof.
- 11.4 Each Leased Property is presently used for the purpose of the business permitted under applicable Laws and the relevant Lease Agreement, and all necessary permissions and consents in respect of use for the purpose of the Leased Property and for any previous use and/or any development at each Leased Property have been obtained.

12. **Intellectual Property**

- 12.1 Each Group Company, as applicable, owns, has a license or sublicense to, or otherwise possesses or can obtain on commercially reasonable terms, legally enforceable rights to all Intellectual Property (including all Intellectual Property developed by employees or consultants of the Group) necessary for, held for use in or used in, or otherwise is or likely to be material to the business of the Group Companies as currently conducted or as currently proposed to be conducted.
- 12.2 There are no material defects in any of the patents or patent applications included in the Group Intellectual Property or, to the Vendor's knowledge, the Third Party Intellectual Property.
- 12.3 Except as disclosed in the Disclosure Letter, there are no Group Intellectual Property in respect of which any Group Company is registered as the owner or is the applicant for registration.
- 12.4 Except as disclosed in the Disclosure Letter, no Group Company has granted, nor is obliged to grant, any licence or assignment in respect of any Intellectual Property to any third party.
- 12.5 To the Vendor's knowledge, each of the relevant counterparties to all written contracts, agreements or arrangements to which a Group Company is a party owns, has a license, sublicense or permit to, or otherwise possesses or can obtain on commercially reasonable terms, legally enforceable rights to all Intellectual Property necessary for the performance of its respective obligations under any such written contracts, agreements or arrangements.
- 12.6 No party to an agreement relating to the use by any Group Company of any Intellectual Property owned by another person is, or has at any time been, in breach of the agreement and no circumstances exist which would give rise to any breach of any such agreement or to any such agreement being terminated, suspended, varied or revoked without the relevant Group Company's consent (other than termination without cause upon notice in accordance with the terms of the agreement).
- 12.7 Part A (*IP Licences In*) of Schedule 6 contain true, accurate and not misleading details of all licences of Intellectual Property granted to a Group Company ("**IP Licences In**") respectively. Copies of all IP Licences In (including any variations, amendments, novations, extensions and other documents affecting the terms of any IP Licences In) have been provided to the Purchaser and the parties to such licences have not agreed to vary any of the terms of any such licences.
- 12.8 Other than the Group Intellectual Property and the Third Party Intellectual Property, there is no other Intellectual Property necessary for, held for use in or used in, or otherwise material to the conduct of the business of the Group Companies as currently conducted or as currently proposed to be conducted.
- 12.9 Except for the Group Companies, no other person has any right, title or interest in and to the Group Intellectual Property, and no person who was involved in, or who contributed to, the creation or development of any Group Intellectual Property has performed services for the government, a university, a college, or other educational institution or research centre in a manner that would affect any Group Company's rights in such Intellectual Property.
- 12.10 Neither the conduct of the business of the Group as currently conducted or proposed to be conducted nor any product or service marketed or sold (or proposed to be marketed or sold) by the Group violates or will violate any license, or infringes or misappropriates, or will infringe or misappropriate any Intellectual Property rights of any other person. None of the Group Companies has received any claims or communications alleging that any Group Company has violated, infringed or

misappropriated, or by conducting its business as currently conducted or proposed to be conducted, would violate, infringe or misappropriate any Intellectual Property rights of any other person.

- 12.11 To the Vendor's knowledge, there is not, and has not at any time been, an infringement, misappropriation, misuse, violation or other unauthorised use of any of the Group Intellectual Property or any of the Third Party Intellectual Property.
- 12.12 The Group Companies have taken all necessary measures (including to impose appropriate confidentiality obligations on parties given access to any confidential information of any Group Company, and to have systematic safeguards) to maintain in confidence all confidential information comprising a part of the Group Intellectual Property or Third Party Intellectual Property, and there has been no unauthorized or illegal use of, access to, or disclosure of any such confidential information.
- 12.13 Each IP Licences In is a valid, binding and enforceable agreement of the parties thereto, the performance of which does not violate any applicable Law, and is in full force and effect, and the terms thereof have been complied with by the relevant Group Companies and by all the other parties thereto. No IP Licences In is currently being, or has at any time been, breached by any Group Company or, to the best of the Vendor's knowledge, information and belief, by any other party thereto.
- 12.14 No grounds for rescission, avoidance or repudiation of any IP Licences In, and no notices of violation, default, termination or intention to terminate (whether or not such notice is in writing so long as it is in accordance with the terms of such contracts) have been received in respect of any IP Licences In. No Group Company is in breach of any IP Licences In.
- 12.15 The Group Companies have paid all license and royalty fees required to be paid under the Third Party Intellectual Property and/or pursuant to any IP Licences In.
- 12.16 All renewal and maintenance fees and Taxes due and payable in respect of any Third Party Intellectual Property have been paid in full. Each other action required to maintain and protect any Third Party Intellectual Property has been taken.
- 12.17 No employee, officer, director (whether executive or non-executive), consultant, agent or other representative of any Group Company or any individual who has formerly held one of these positions has any right to claim ownership or any other right in respect of Intellectual Property used in the business of the Group and all necessary assignments, settlements and compromise agreements relating to the transfer or assignment of any of the Group Intellectual Property by any of the aforementioned individuals have been executed and are valid and enforceable. None of the Intellectual Property used by the Group in its businesses has been obtained or is being used by any Group Company in violation of any contractual obligation that is binding on the Group or any of its respective officers, directors or employees.

13. **Assets**

- 13.1 All assets included in the Management Accounts or acquired by a Group Company since the Management Accounts Date, other than any assets disposed of or realised in the ordinary course of business is (a) legally and beneficially owned solely by the relevant Group Company; (b) where capable of possession, in the possession or under the control of the relevant Group Company, and (c) free from Encumbrances.
- 13.2 Each of the Group Companies owns or has the right to use such asset used in and is necessary for the effective operation of its business.

13.3 Each material asset of the Group, which is normal to have maintained by independent or specialist contractors, is in good condition and working order and has been regularly maintained to a good technical standard and in accordance with safety regulations required to be observed in relation to it.

14. **Agreements**

14.1 Except as disclosed in the Disclosure Letter, no Group Company is party to or subject to any contract, agreement, arrangement or transaction which:

14.1.1 is with a shareholder of the Company or any of his or its Affiliates;

14.1.2 is with any entity within the Take2 Group;

14.1.3 is not in the ordinary course of its business;

14.1.4 restricts such Group Company's freedom to operate the whole or part of its business or to use or exploit any of its assets;

14.1.5 cannot be complied with on time or without undue or unusual expenditure of money or effort by such Group Company; or

14.1.6 is of a long-term nature that is incapable of termination in accordance with its terms by such Group Company on six (6) months' notice or less.

14.2 All of the written contracts, agreements, arrangements or obligations to which a Group Company is a party and which are material to the business of the Group (a "**Material Contract**") are valid, binding and enforceable on the parties thereto in accordance with their respective terms. No fact or circumstance exists which might invalidate or give rise to a ground for termination, avoidance or repudiation of any Material Contract.

14.3 Neither a Group Company (on the one hand) nor any party with whom a Group Company (on the other hand) has entered into a Material Contract is in breach of any Material Contract, and no fact or circumstance exists which might give rise to a breach of this type.

14.4 No Group Company is, or has agreed to become, a member of any joint venture, consortium, partnership or other unincorporated association.

15. **Employees**

15.1 The details of all employees to the Group as set out in Schedule 5 (the "**Employees**") are true, correct and complete.

15.2 No Group Company is party to, nor bound by, any collective bargaining contract or work rules or practices with any labour union, labour organisation or works council.

15.3 Each Group Company (a) has properly classified all of its workers as independent contractors or employees, or (b) has properly classified, recorded and documented the employment of all of its employees under applicable Law.

15.4 To the Vendor's knowledge, no employee or director of any Group Company is in violation of any term of any employment agreement, non-disclosure agreement, statutory non-disclosure obligation, noncompetition agreement, restrictive covenant or other obligation to a former employer of any such employee relating to (a) the right of any such employee to be employed by that Group Company or (b) the use of trade secrets or proprietary information.

- 15.5 Each employment contract with the directors, officers and Employees is legally binding and enforceable in accordance with its respective terms.
- 15.6 No Group Company has:
- 15.6.1 incurred any liability for breach or termination of an employment contract;
 - 15.6.2 provided or agreed to provide a gratuitous payment or benefit to a current or former director, officer or employee or to any of their dependants; or
 - 15.6.3 made or agreed to make a payment or provided or agreed to provide a benefit to a present or former director, other officer or employee of such Group Company or to any of their dependants in connection with the actual or proposed termination or suspension of employment or variation of an employment contract.
- 15.7 Other than the Director Service Agreements, no Group Company has nor is it proposing to introduce a share incentive, share option, profit sharing, bonus or other incentive scheme for any of its directors, other officers or Employees.
- 15.8 None of the Group Companies has given notice of termination to or received notice of resignation from any of its directors (other than Mr. Jiang Peiyong) or employees.
- 16. Pension Schemes**
- 16.1 No Group Company has any material liability to make any payment to any pension, contribution, social security, allowance or similar scheme or any insurance arrangement held in relation thereto which is due, but remains unpaid.
- 16.2 Each Group Company is in compliance with the provisions of the pension, contribution, social security, allowance and/or similar schemes in respect of such Group Company and Law.
- 17. Permits**
- 17.1 Each Group Company has obtained all Permits and has complied with the terms and conditions of, each Permit.
- 17.2 Each Permit is in force, unimpeachable and unconditional or subject only to a condition that has been satisfied.
- 17.3 Each action required for the renewal or extension of each Permit has been taken.
- 18. Insolvency**
- 18.1 No Group Company is insolvent under the laws of its jurisdiction of incorporation or unable to pay its debts as they fall due, nor has any Group Company commenced negotiations with one (1) or more of its creditors with a view to rescheduling or restructuring any of its indebtedness.
- 18.2 There are no proceedings in relation to any compromise or arrangement with creditors or any winding-up, bankruptcy or other insolvency proceedings concerning any Group Company.
- 18.3 No steps have been taken to enforce any security over any assets of any Group Company.

- 18.4 No Group Company has received a notice to the effect that an administrator has been or will be appointed in relation to the relevant Group Company. No notice has been given or filed with the court of an intention to appoint an administrator and no petition or application has been presented or order made for the appointment of an administrator in respect of any Group Company.
- 18.5 No receiver or administrative receiver has been appointed, nor any notice given to the relevant Group Company of an intention to appoint, any such person, over the whole or part of any Group Company's business or assets.
- 18.6 No Group Company has proposed or agreed to a composition, compromise, assignment or arrangement with any of its creditors.
- 18.7 No distress, execution, attachment, sequestration or other process has been levied on an asset of a Group Company which remains undischarged.
- 18.8 No action is being taken by a court to dissolve a Group Company and/or strike it off the relevant register.
- 18.9 No Group Company is, in any jurisdiction, subject to or threatened by any other procedures or steps which are analogous to those set out above.

19. **Litigation**

- 19.1 No Group Company nor, to the Vendor's knowledge, any of the directors, key officers and employees of the Group is, or has since the date of its incorporation been, involved, whether as claimant or defendant or other party, in any claim, Action, suit or litigation, in relation to the business of any Group Company.
- 19.2 No written notification has been received by a Group Company in the two (2) years ending on the date of this Agreement, to the effect that a claim, Action, suit or litigation is pending or threatened by or against a Group Company or any of the directors, officers and employees of the Group and no matter exists which will or would reasonably be likely to give rise to a claim, Action, suit or litigation involving a Group Company or any of the directors, officers and employees of the Group.

20. **Compliance with Law**

- 20.1 Each of the Group Companies and its directors, officers and employees has conducted the business of the Group and dealt with the Group's assets in accordance with all applicable Laws in all material respects.
- 20.2 There is not, and has not been, any investigation, enquiry or disciplinary proceeding instigated by or involving any Government Authority concerning or involving a Group Company or any of its directors, officers and employees, and none is pending or threatened. To the Vendor's knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceedings of that type.

21. **Anti-Bribery, Anti-Money Laundering and Sanctions**

- 21.1 None of the Group Companies, the Vendor nor any of the Vendor's agents, employees, and other persons acting on behalf of the Vendor, nor, to the Vendor's knowledge, any of the Group Company's respective agents, employees, and other persons acting on its behalf, have taken any action that would cause the Group to be in violation of Anti-Bribery laws or Anti-Money Laundering Laws.

- 21.2 No Group Company is subject to any investigation by, or request for information from, law enforcement officials regarding a violation or potential violation of Anti-Bribery laws or Anti-Money Laundering Laws by a Group Company.
- 21.3 To the Vendor's knowledge, there are no facts or circumstances that would lead a reasonable person to believe that there is a likelihood that any of the officers, directors, employees or agents of the Group Companies has made any payment in violation of any Anti-Bribery laws or Anti-Money Laundering Laws on behalf of or for the benefit of a Group Company.
- 21.4 None of the Group Companies, the Vendor or any of their respective directors, officers, agents, employees or affiliates, is a Sanctioned Person or engaged in any activity that is reasonably likely to cause them to be designated as Sanctioned Persons by any Sanctions Authority.
- 21.5 Each Group Company has (a) complied with, and has not engaged in any activity or conduct which has or would violate, applicable Sanctions since the date of its incorporation; (b) not engaged in a transaction or dealing, directly or knowingly indirectly, with or involving a Sanctioned Jurisdiction or Sanctioned Person; (c) implemented and maintained policies and procedures designed to promote and achieve compliance with applicable Sanctions; and (d) not been, nor any of their assets are or have been, subject to any claim, action, suit, proceeding, investigation, injunction or enforcement action (criminal, regulatory, administrative or civil) concerning or relating to any actual or alleged breach of applicable Sanctions, and to the Vendor's knowledge, no such action, claim, suit, proceeding, investigation, injunction or enforcement action is pending, threatened or contemplated.

22. **Data Protection**

- 22.1 Each Group Company has at all times complied with any and all applicable Laws regulating data protection, data security, privacy, or the recording, monitoring or interception of communications or electronic communications (the "**Data Protection Laws**").
- 22.2 No Group Company has received:
- 22.2.1 any enforcement, information or equivalent notice under the Data Protection Laws;
 - 22.2.2 any written communication from any data protection or privacy authority with competent authority over such Group Company's data processing activities, indicating that it is investigating an allegation that such Group Company is in breach of the Data Protection Laws or that it proposes to take, or is considering taking, enforcement action under the Data Protection Laws; or
 - 22.2.3 any written communication from any person complaining about such Group Company's use of information about that person or alleging any breach of any of the Data Protection Laws.
- 22.3 No Group Company has compensated or been required to compensate any individual under the Data Protection Laws, no claim for such compensation is outstanding and there is no reason to believe that any circumstances exist which might lead to any claim for compensation being made.
- 22.4 There is no personal data breach or other incident involving unauthorised loss, disclosure, corruption, impairment or other prejudice to the security of any personal data or confidential or proprietary information in the possession or under the control of any Group Company that was, is or is likely to be required under the Data

Protection Laws to be notified to any data protection or privacy authority and/or to any other external third parties.

23. Insurance

- 23.1 The Disclosure Letter contains a true, accurate and not misleading list of each current insurance and indemnity policy in respect of which a Group Company has an interest (together the "**Insurance Policies**").
- 23.2 Each of the Insurance Policies is valid and enforceable and is not void or voidable.
- 23.3 The Company has not done anything or omitted to do anything which might (a) make any of the Insurance Policies void or voidable; or (b) prejudice the ability to effect insurance on the same or better terms in the future.
- 23.4 No claim is outstanding under any of the Insurance Policies.
- 23.5 All premiums which are due under the Insurance Policies have been paid.

24. Side agreements and insider agreements

- 24.1 Other than the Existing Shareholders' Agreement, the share sale agreement dated 25 June 2023 between Dennis Lo, Allen Chan and the Vendor and the share subscription agreement dated 25 June 2023 between the Company and the Vendor, there is no letter, agreement or arrangement between or among the Vendor, any of the Founders and/or any of the Group Companies in relation to the voting or governance, issuance or disposition of any securities (whether debt or equity) in or sharing of profits of any Group Company or any other matter contemplated by this Agreement or any of the Transaction Documents, and no such letter, agreement or arrangement is contemplated to be entered into between or among the Vendor, any of the Founders and/or any of the Group Companies.
- 24.2 Except as set out in the Disclosure Letter, to the Vendor's knowledge, there is no agreement or arrangement (legally enforceable or not) to which a Group Company is a party and in which:
 - 24.2.1 the Vendor;
 - 24.2.2 an Affiliate of the Vendor; or
 - 24.2.3 a director or officer or former director or officer of the Vendor or an Affiliate of the Vendor,is interested in any way.

25. Brokerage or commissions

- 26. No person is entitled to receive a finder's fee, brokerage or commission from the Company in connection with this Agreement.

Schedule 3
LIMITATION OF THE VENDOR'S LIABILITY

1. Limitation on Quantum

1.1 The Vendor shall not be liable in respect of a Warranty Claim unless:

1.1.1 the amount recoverable from the Vendor in respect of that Warranty Claim exceeds an amount equal to zero point one per cent (0.1%) of the Purchase Price. For this purpose, Warranty Claims arising out of the same, related or similar subject matter shall be aggregated and form a single Warranty Claim; and

1.1.2 the aggregate amount recoverable from the Vendor in respect of that Warranty Claim and any other Warranty Claims exceeds an amount equal to one per cent (1%) of the Purchase Price, in which case the Vendor shall be liable for such aggregated amount and not just the excess.

1.2 The Vendor's total liability in respect of all Warranty Claims (other than Fundamental Warranty Claims) is limited to an amount equal to fifty per cent (50%) of the Purchase Price, provided that the Vendor's total liability in respect of all Warranty Claims (including the Fundamental Warranty Claims) shall be limited to an amount equal to one hundred percent (100%) of the Purchase Price.

2. Time Limits for bringing claims

2.1 The Vendor is not liable for a Fundamental Warranty Claim or a Tax Warranty Claim unless the Purchaser has given the Vendor Notice of such claim on or before the date that is seven (7) years from the Completion Date.

2.2 The Vendor is not liable for a Warranty Claim (other than a Fundamental Warranty Claim and a Tax Warranty Claim) unless the Purchaser has given the Vendor Notice of such claim on or before the date that is three (3) years from the Completion Date.

3. No Double Recovery

4. The Purchaser may not recover from the Vendor under this Agreement more than once in respect of the same loss suffered.

5. Mitigation

6. Nothing in this Schedule 3 restricts or limits the Purchaser's common law duty to mitigate any loss suffered by it as a result of a breach of a Vendor's Warranty.

7. General

8. Nothing in this Schedule 3 shall have the effect of limiting or restricting any liability of the Vendor in respect of a Warranty Claim arising as a result of any fraud, wilful misconduct or wilful concealment.

Schedule 4
LIST OF LEASED PROPERTIES

30077226028-v19

- 46 -

10-41079716

Property Address	Landlord	Term of Lease
Insighta HK		

30077226028-v19

10-41079716

Unit 506 of the 5 th Floor of Building 12W, Phase Three, Hong Kong Science Park, Pak Shek Kok, New Territories, Hong Kong (Tai Po Town Lot No. 204)	Hong Kong Science and Technology Parks Corporation	20 February 2024 to 19 February 2027
Shenzhen VIE Entity and Guangzhou VIE Entity		

Unit C301, 3/F, Building 4, No. 9, Luoxuan Fourth Road, International Biology Island, Guangzhou	Guangzhou International Biology Island Group Co., Ltd. (广州国际生物岛集团有限公司)	Three (3) years (from 20 October 2022 to 19 October 2025)
Units 303, 305, 306 and 307, Floor 3, R&D Area B, No. 1, Luoxuan Fourth Road, International Biology Island, Guangzhou	Guangzhou International Biology Island Group Co., Ltd. (广州国际生物岛集团有限公司)	Three (3) years (from 20 October 2022 to 19 October 2025)

Schedule 5
LIST OF EMPLOYEES

Name	Department	Title
Insighta HK		
Lee Ka Man Carmen	Operations	Vice President
Lau Wai Ho	Corporate Finance	Manager
Ma Wu Po	Clinical Management	Vice President
Liu Yue	Product Managemen	Senior Specialist
Chen Jason Hin-Nung	Clinical Management	Manager
Mak Ho Wan	Medical Sales	Specialist
Lee Tsz Ching Megan	Clinical Management	Intern
Shenzhen WFOE		
Ben Cai	Corporate Finance	Senior Specialist
Guangzhou VIE Entity		
周忠位	-	管理者代表/运营总监
朱阳进	研发部	研发部经理
周叙全	研发部	研发经理
叶思强	研发部	研发工程师
邓其楷	研发部	助理研发工程师
麦晓欣	研发部	实验技术员
刘立夫	研发部	生信经理
黄良博	研发部	生信工程师
岑华	注册部	注册主管
罗晓兰	质量部	质量经理
邵开梅	质量部	质量主管

刘凯玲	质量部	QC
何东海	生产部	生产主管
范珮怡	生产部	生产主管
李炜敏	行政人事部	行政专员

Schedule 6
LIST OF INTELLECTUAL PROPERTY

Part A – IP Licenses In

All patents and patent applications specified in Schedule 1 of IP Licence Agreement (reproduced below), covering the Licensed Field of Use in any jurisdiction within the Territory, including any grants, divisions, continuations, continuations-in-part, reissues, re-examinations and extensions of all such patents claiming priority therefrom, including any foreign counterparts thereof within the Territory covering the Licensed Field of Use, as well as renewals thereof.

Novostics Docket Number: 21/NOV/8004					
Invention Title: Fragmentation for measuring methylation and disease					
NOVOSTICS Reference Number	Jurisdiction	Filing Number	Patent Number	Filing Date	Issue Date
21/NOV/8004/USP	UNITED STATES (US)	63/307,622	-	7 February 2022	-
21/NOV/8004/USP2	UNITED STATES (US)	63/328,710	-	7 April 2022	-
21/NOV/8004/USP3	UNITED STATES (US)	63/400,244	-	23 August 2022	-
21/NOV/8004/US	UNITED STATES (US)	18/106,793	-	7 February 2023	-
21/NOV/8004/PCT	PCT (WO)	PCT/CN2023/074730	-	7 February 2023	-
21/NOV/8004/TW	TAIWAN (TW)	112104317	-	7 February 2023	-

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by their duly authorised representatives on the date first set forth above.

VENDOR

For and on behalf of

PRENETICS GLOBAL LIMITED

By: /s/ Danny Sheng Wu Yeung

Name: Danny Sheng Wu Yeung

Title: Director

PURCHASER

For and on behalf of

IMAGE FRAME INVESTMENT (HK) LIMITED

By: /s/ Ma Huateng

Name: Ma Huateng

Title: Director

PRENETICS GLOBAL LIMITED

STATEMENT OF POLICIES
GOVERNING MATERIAL NON-PUBLIC INFORMATION AND
THE PREVENTION OF INSIDER TRADING

(AS ADOPTED BY THE BOARD OF DIRECTORS OF PRENETICS GLOBAL LIMITED ON May 10, 2022, effective upon May 18, 2022)

This Statement of Policies Governing Material Non-Public Information and the Prevention of Insider Trading (this “**Statement**”) applies to all directors, officers, employees and consultants of Prenetics Global Limited and its subsidiaries and affiliated entities (collectively, the “**Company**”).

This Statement consists of four sections: section 1 provides an overview; section 2 sets forth the Company’s policies prohibiting insider trading; section 3 outlines the penalties that apply for insider trading; and section 4 provides further explanations on insider trading.

A Certificate of Compliance is also attached to this Statement. Every director, officer, employee and consultant of the Company must review this Statement, and when requested by the Company, must execute and return the Certificate of Compliance attached hereto to the Compliance Officer for the Company (the “**Compliance Officer**”) within seven (7) days after receiving the request.

Questions regarding this Statement should be directed to the Compliance Officer by e-mail at compliance@prenetics.com.

1. SUMMARY

Preventing insider trading is necessary to comply with United States securities laws and to preserve the reputation and integrity of the Company, as well as that of all persons affiliated with it. “Insider trading” occurs when any person purchases or sells any securities while in possession of inside information relating to the securities. As explained in Section 3 below, “inside information” is information which is considered to be both “material” and “non-public.”

The Company considers strict compliance with the policies set forth in this Statement (collectively, the “**Policy**”) to be a matter of utmost importance. Violation of the Policy could cause extreme reputational damage and possible legal liability to you and the Company. Knowing or willful violations of the letter or spirit of the Policy will be grounds for immediate dismissal from the Company. Violation of the Policy might expose the violator to severe criminal penalties, as well as civil liability to any person harmed by the violation. The monetary damages flowing from a violation could be multiple times the profit realized by the violator, not to mention the attorney’s fees of the persons harmed.

This Statement applies to all directors, officers, employees and consultants of the Company and extends to all of such persons’ activities within and outside their duties at the Company.

2. POLICIES PROHIBITING INSIDER TRADING

For purposes of this Statement, the terms “purchase” and “sell” of securities exclude the acceptance of restricted share units (“**RSUs**”) or other share-based awards granted by the Company and the exercise of options or vesting of RSUs or other share-based awards, if applicable, that does not involve the sale of securities. Among

other things, the cashless exercise of options does involve the sale of securities and therefore is subject to the policies set forth below. The Policy does not apply to the exercise of a tax withholding right pursuant to which you elect to have the Company withhold ordinary shares subject to an RSU or other award to satisfy tax withholding requirements.

2.1 No Trading

No director, officer, employee or consultant of the Company may purchase or sell any ordinary shares or other securities of the Company or enter into a binding security trading plan in compliance with Rule 10b5-1 under the U.S. Securities Exchange Act of 1934, as amended (a "Trading Plan") while in possession of material non-public information relating to the Company or its ordinary shares or other securities (the "Material Information").

In the event that the Material Information possessed by you relates to the ordinary shares or other securities of the Company, the above policy will require waiting for at least forty-eight (48) hours after public disclosure of the Material Information by the Company, which forty-eight (48) hours shall include in all events at least one full Trading Day on the stock exchange where the Company's ordinary shares are listed and traded (the "Stock Exchange") following such public disclosure. The term "Trading Day" is defined as a day on which the Stock Exchange is open for trading. Except for public holidays in the United States, the Stock Exchange's regular trading hours are from 9:30 a.m. to 4:00 p.m., New York City time, Monday through Friday.

In addition, no director, officer, employee or consultant of the Company may purchase or sell any securities of the Company or enter into a Trading Plan, without the prior clearance by the Compliance Officer, during any period designated as a "limited trading period" by the Company, regardless of whether such director, officer, employee or consultant possesses any Material Information.

Furthermore, all transactions in the securities of the Company (including without limitation, acquisitions and dispositions of the ordinary shares, the sale of ordinary shares issued upon exercise of options or vesting of RSUs or other share-based awards and the execution of a Trading Plan, but excluding the acceptance of RSUs or other share-based awards granted by the Company and the exercise of options or vesting of RSUs or other share-based awards that does not involve the sale of securities) by directors, officers and key employees designated by the Company from time to time must be pre-approved by the Compliance Officer.

Please see Section 4 below for an explanation of what constitutes Material Information.

2.2 Trading During a Trading Window

Assuming none of the "no trading" restrictions set forth in Section 2.1 above applies, no director, officer, employee or consultant of the Company may purchase or sell any securities of the Company or enter into a Trading Plan other than during a Trading Window.

A "Trading Window" is the period in any fiscal quarter of the Company commencing at the close of business on the second Trading Day following the date of the Company's public disclosure of its financial results for the prior year or quarter, as applicable, and ending on December 31, March 31, June 30 or September 30, as the case may be.

In other words,

- a) beginning on January 1 of each year, no director, officer, employee or consultant of the Company may purchase or sell any securities of the Company or enter into a Trading Plan until the close of business on the second Trading Day following the date of the Company's public disclosure of its financial results for the fiscal year ended on December 31 of the prior year, and

- b) beginning on April 1, July 1 and October 1 of each year, respectively, no director, officer, employee or consultant of the Company may purchase or sell any securities of the Company or enter into a Trading Plan until the close of business on the second Trading Day following the date of the Company's public disclosure of its financial results for the fiscal quarter ended on March 31, June 30 and September 30 of that year, respectively.

If the Company's public disclosure of its financial results for the prior period occurs on a Trading Day more than four hours before the Stock Exchange closes, then such date of disclosure shall be considered the first Trading Day following such public disclosure.

Please note that trading in any securities of the Company during the Trading Window is not a "safe harbor," and all directors, officers, employees and consultants of the Company should strictly comply with the Policy.

When in doubt, do not trade! Check with the Compliance Officer first.

Notwithstanding the foregoing, sale of securities of the Company pursuant to an existing Trading Plan which was entered into in accordance with the Policy and in compliance with applicable law is not subject to the restrictions on trading in Sections 2.1 and 2.2.

2.3 No Tipping

No director, officer, employee or consultant of the Company may directly or indirectly disclose any Material Information to anyone who trades in securities ("Tipping").

2.4 Confidentiality

No director, officer, employee or consultant of the Company may communicate any Material Information to anyone outside the Company under any circumstances unless approved by the Compliance Officer in advance, or to anyone within the Company other than on a need-to-know basis.

2.5 No Comment

No director, officer, employee or consultant of the Company may discuss any internal matters or developments of the Company with anyone outside the Company, except as required for the performance of regular corporate duties. Unless you are expressly authorized to the contrary, if you receive any inquiries about the Company or its securities by the financial press, research analysts or others, or any requests for comments or interviews, you are required to decline comment and direct the inquiry or request to the Head of Investor Relations who is responsible for coordinating and overseeing the release of information of the Company to the investing public, analysts and others in compliance with applicable laws and regulations.

2.6 Corrective Action

If you become aware that any potential Material Information has been or may have been inadvertently disclosed, you must notify the Compliance Officer immediately so that the Company can determine whether or not corrective action, such as general disclosure to the public, is warranted.

3. PENALTIES FOR INSIDER TRADING

Penalties for trading on or tipping material non-public information can extend significantly beyond any profits made or losses avoided, both for individuals engaging in the unlawful conduct and their employers. The United States Securities and Exchange Commission and the United States Department of Justice have made the civil

and criminal prosecution of insider trading violations a top priority. Enforcement remedies available to the government or private plaintiffs under the U.S. federal securities laws include:

- administrative sanctions;
- sanctions by self-regulatory organizations in the securities industry;
- civil injunctions;
- damage awards to private plaintiffs;
- disgorgement of profits gained by the violator;
- civil fines for the violator of up to three times the amount of profit gained or loss avoided by the violator;
- civil fines for the employer or other controlling person of a violator (i.e., where the violator is an employee or other controlled person) of up to the greater of US\$1,000,000 or three times the amount of profit gained or loss avoided by the violator;
- criminal fines for individual violators of up to US\$5,000,000 (US\$25,000,000 for an entity); and
- jail sentences of up to 20 years.

In addition, insider trading could result in serious sanctions by the Company, including immediate dismissal. Insider trading violations are not limited to violations of the U.S. federal securities laws. Other U.S. federal and state civil or criminal laws, such as the laws prohibiting mail and wire fraud and the Racketeer Influenced and Corrupt Organizations Act (RICO), also may be violated upon the occurrence of insider trading.

4. EXPLANATION OF INSIDER TRADING

4.1 What Constitutes Insider Trading?

As noted above, “**insider trading**” refers to the purchase or sale of a security while in possession of “material” “non-public” information relating to the security. “Securities” include not only stocks, bonds, notes and debentures, but also options, warrants and similar instruments. “Purchase” and “sale” are defined broadly under the U.S. federal securities laws. “Purchase” includes not only the actual purchase of a security, but any contract to purchase or otherwise acquire a security. “Sale” includes not only the actual sale of a security, but any contract to sell or otherwise dispose of a security. These definitions extend to a broad range of transactions, including conventional cash-for-stock transactions, the grant and exercise of stock options and acquisitions and exercises of warrants or puts, calls or other options related to a security. It is generally understood that “**insider trading**” includes the following:

- trading by insiders while in possession of material non-public information;
- trading by persons other than insiders while in possession of material non-public information where the information either was given in breach of an insider’s fiduciary duty to keep it confidential or was misappropriated; and
- communicating or tipping material non-public information to others, including recommending the purchase or sale of a security while in possession of material non-public information.

As noted above, for purposes of this Statement, the terms “purchase” and “sell” of securities exclude the acceptance of options, RSUs or other share-based awards granted by the Company and the exercise of options or vesting of other share-based awards that does not involve the sale of securities. Among other things, the

cashless exercise of options (i.e. a transaction in which a person exercises options by using a short-term loan provided by a brokerage firm) does involve the sale of securities and therefore is subject to the Policy.

4.2 What Facts are Material?

The materiality of a fact depends upon the circumstances. A fact is considered “material” if there is a substantial likelihood that a reasonable investor would consider it important in making a decision to buy, sell or hold a security or where the fact is likely to have a significant effect on the market price of the security. Material information can be positive or negative and can relate to virtually any aspect of a company’s business or to any type of security, debt or equity.

Examples of material information include (but are not limited to) information concerning:

- dividends;
- corporate earnings or earnings forecasts;
- changes in financial condition or asset value;
- negotiations for the mergers or acquisitions or dispositions of significant subsidiaries or assets;
- significant new contracts or the loss of a significant contract;
- significant new products or services;
- significant marketing plans or changes in such plans;
- capital investment plans or changes in such plans;
- material litigation, administrative action or governmental investigations or inquiries about the Company, any of its affiliated companies, or any of its officers or directors;
- significant borrowings or financings;
- defaults on borrowings;
- new equity or debt offerings;
- significant personnel changes;
- changes in accounting methods and write-offs; and
- any substantial change in industry circumstances or competitive conditions which could significantly affect the Company’s earnings or prospects for expansion.

A good general rule of thumb: **when in doubt, do not trade.**

4.3 What is Non-Public?

Information is “**non-public**” if it is not available to the general public. In order for information to be considered public, it must be widely disseminated in a manner making it generally available to investors through such media as Dow Jones, Reuters Economic Services, The Wall Street Journal, Bloomberg, Associated Press, PR Newswire or United Press International. Circulation of rumors, even if accurate and reported in the media, does not constitute effective public dissemination.

In addition, even after a public announcement, a reasonable period of time must lapse in order for the market to react to the information. Generally, one should allow approximately forty-eight (48) hours following publication as a reasonable waiting period before such information is deemed to be public.

4.4 Who is an Insider?

“**Insiders**” include directors, officers, employees and consultants of a company and anyone else who has material non-public information about a company. Insiders have independent fiduciary duties to their company and its shareholders not to trade on material non-public information relating to the company’s securities. All directors, officers, employees and consultants of the Company are considered insiders with respect to material non-public information about business, activities and securities of the Company. The directors, officers, employees and consultants of the Company may not trade the Company’s securities while in possession of material non-public information relating to the Company or tip (or communicate except on a need-to-know basis) such information to others.

It should be noted that trading by household members of a director, officer, employee or consultant can be the responsibility of such director, officer, employee or consultant under certain circumstances and could give rise to legal and Company-imposed sanctions.

4.5 Trading by Persons Other than Insiders

Insiders may be liable for communicating or tipping material non-public information to a third party (a “**tippee**”), and insider trading violations are not limited to trading or tipping by insiders. Persons other than insiders also can be liable for insider trading, including tippees who trade on material non-public information tipped to them or individuals who trade on material non-public information which has been misappropriated.

Tippees inherit an insider’s duties and are liable for trading on material non-public information tipped to them by an insider. Similarly, just as insiders are liable for the insider trading of their tippees, so are tippees who pass the material non-public information along to others who trade on such information. In other words, a tippee’s liability for insider trading is no different from that of an insider. Tippees can obtain material non-public information by receiving overt tips from others or through, among other things, conversations at social, business, or other gatherings.

4.6 Material Non-public Information Regarding Other Companies

This Policy and the guidelines described herein also apply to material non-public information relating to other companies, including the Company’s customers, vendors and suppliers (“**Business Partners**”), particularly when that information is obtained in the course of employment with, or other services performed by, or on behalf of, the Company. Civil and criminal penalties, and discipline, including termination of employment for cause, may result from trading on material non-public information regarding the Company’s Business Partners. Each individual should treat material non-public information about the Company’s Business Partners with the same care required with respect to information related directly to the Company.

5. REVIEW AND MODIFICATION TO THIS POLICY

This Policy and its implementation shall be reviewed by the Compliance Officer from time to time. All directors, officers, employees and consultants of the Company shall be notified of and required to agree to any modification to this Policy.

CERTIFICATION OF COMPLIANCE

TO: Compliance Officer

RE: STATEMENT OF POLICIES OF PRENETICS GLOBAL LIMITED GOVERNING MATERIAL NON-PUBLIC INFORMATION AND THE PREVENTION OF INSIDER TRADING

I have received, reviewed, and understand the policies set forth in the above-referenced Statement of Policies (such policies, as amended from time to time, the "**Policy**") and hereby undertake, as a condition to my present and continued employment at or association with Prenetics Global Limited or any of its subsidiaries or affiliated entities, to comply fully with the Policy.

I hereby certify that I have adhered to the Policy during the time period that I have been employed by or associated with Prenetics Global Limited or any of its subsidiaries or affiliated entities.

I hereby undertake to adhere to the Policy in the future.

Signature: _____

Name: _____

Passport Number: _____

Title: _____

Date: _____

Certification by the Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Yeung Danny Sheng Wu, certify that:

1. I have reviewed this annual report on Form 20-F of Prenetics Global Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) [reserved]
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 30, 2025

/s/ Danny Sheng Wu Yeung
Name: Danny Sheng Wu Yeung
Title: Chief Executive Officer

Certification by the Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Lo Hoi Chun (Stephen), certify that:

1. I have reviewed this annual report on Form 20-F of Prenetics Global Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) [reserved]
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 30, 2025

/s/ Lo Hoi Chun (Stephen)

Name: Lo Hoi Chun (Stephen)

Title: Chief Financial Officer

Certification by the Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Prenetics Global Limited (the "Company") on Form 20-F for the year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Danny Sheng Wu Yeung, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 30, 2025

/s/ Danny Sheng Wu Yeung
Name: Danny Sheng Wu Yeung
Title: Chief Executive Officer

Certification by the Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Prenetics Global Limited (the “Company”) on Form 20-F for the year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Lo Hoi Chun (Stephen), Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 30, 2025

/s/ Lo Hoi Chun (Stephen)

Name: Lo Hoi Chun (Stephen)

Title: Chief Financial Officer

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement No. 333-279019 on Form S-8 and No. 333-276538 on Form F-3 of our report dated April 30, 2025 relating to the financial statements of Prenetics Global Limited appearing in this Annual Report on Form 20-F for the year ended December 31, 2024.

/s/ Deloitte Touche Tohmatsu
Hong Kong, People's Republic of China
April 30, 2025



Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements (No. 333-276538) on Form F-3 and (No. 333-279019) on Form S-8 of our report dated April 30, 2024, with respect to the consolidated financial statements of Prenetics Global Limited.

/s/ KPMG
Hong Kong, China
April 30, 2025



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Exhibit 15.3

Date: April 30, 2025

Prenetics Global Limited

Unit 703-706, K11 Atelier
728 King's Road, Quarry Bay
Hong Kong

Dear Sir/Madam:

We hereby consent to the use of our name and the summary of our opinion under the headings, “Item 3. Key Information—Permissions Required from the PRC Authorities for Our Operations” and “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in Hong Kong,” included in Prenetics Global Limited’s Annual Report on Form 20-F for the year ended December 31, 2024 (the “Annual Report”), which will be filed with the Securities and Exchange Commission (the “SEC”) in the month of April 2025, and further consent to the incorporation by reference, into Prenetics Global Limited’s registration statements on Form S-8 (File Nos. 333-267956, 333-271552 and 333-279019) pertaining to Prenetics Global Limited’s Share Incentive Plan and the Registration Statements on Form F-3 (File Nos. 333-274762 and 333-276538), of the summary of our opinion under the headings “Item 3. Key Information—Permissions Required from the PRC Authorities for Our Operations” and “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in Hong Kong” in the Annual Report. We also consent to the filing of this consent letter with the SEC as an exhibit to the Annual Report.

In giving such consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, or under the Securities exchange Act of 1934, in each case, as amended, or the regulations promulgated thereunder.

Your Sincerely,

/s/DaHui Lawyers
DaHui Lawyers