CLEARBRIDGE HEALTH LIMITED

(Company Registration No.: 201001436C) (Incorporated in the Republic of Singapore)

PROPOSED PLACEMENT OF:

- (A) UP TO 990,000,000 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY AT AN ISSUE PRICE OF \$\$0.002 PER PLACEMENT SHARE; AND
- (B) UP TO 660,000,000 FREE WARRANTS, ON THE BASIS OF TWO (2) WARRANTS FOR EVERY THREE (3) PLACEMENT SHARES, WITH EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW ORDINARY SHARE IN THE CAPITAL OF THE COMPANY.

1. INTRODUCTION

- 1.1. The board of directors (the "Board" or "Directors") of Clearbridge Health Limited (the "Company", and together with its subsidiaries, referred to as the "Group") wishes to announce that the Company had on 4 August 2025 entered into a placement agreement (the "Placement Agreement") with UOB Kay Hian Private Limited (the "Placement Agent").
- 1.2. Pursuant to the Placement Agreement, the Company has agreed to offer, by way of placement, and the Placement Agent has agreed, on a best endeavours basis, to procure subscriptions for, an aggregate of up to 990,000,000 new ordinary shares in the capital of the Company (the "Placement Shares") at an issue price of S\$0.002 for each Placement Share (the "Placement Price"), amounting to an aggregate consideration of up to S\$1,980,000 (the "Placement"). The Company has also agreed to issue up to 660,000,000 free, detachable, transferrable and nonlisted warrants (the "Warrants", each a "Warrant") on the basis of two (2) Warrants for every three (3) Placement Shares, with each Warrant carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (the "Warrant Share") at an exercise price of S\$0.0024 (the "Warrant Exercise Price") for each Warrant Share (the "Warrant Issue", together with the Placement, the "Proposed Placement cum Warrant Issue").
- 1.3. The Placement Shares, the Warrants and the Warrant Shares will be issued free from all claims, pledges, mortgages, charges, liens and encumbrances and the Placement Shares and Warrant Shares shall rank in all respects *pari passu* with the then existing issued shares in the capital of the Company (the "**Shares**") at the time of issue, except that they will not rank for any dividends, rights, allotments or other distributions, the record date for which falls on or before the date of issue of the Placement Shares or the relevant date of issue of the Warrant Shares (as applicable).
- 1.4. The Proposed Placement cum Warrant Issue is not underwritten and will be undertaken by way of a private placement pursuant to Section 272B(1) of the Securities and Futures Act 2001 of Singapore (the "SFA"). As such, no prospectus or offer information statement will be lodged with the Singapore Exchange Securities Trading Limited ("SGX-ST") or the Monetary Authority of Singapore.

2. THE PROPOSED PLACEMENT CUM WARRANT ISSUE

2.1. Principal terms of the Proposed Placement cum Warrant Issue

Principal terms of the Proposed Placement cum Warrant Issue

Issue size : (a) Up to 990,000,000 Placement Shares; and

(b) Up to 660,000,000 Warrants.

The Warrants will be issued on the basis of two (2) Warrants for every three (3) Placement Shares, with each Warrant carrying the right to subscribe for one (1) Warrant Share.

The Placement Shares and the Warrant Shares represent approximately 49.91% (being 29.95% and 19.96% respectively) of the existing issued and paid-up share capital of the Company comprising 3,305,820,825 Shares as at the date of this announcement.

Assuming all the Placement Shares are issued and all the Warrants are exercised (the "Maximum Subscription Scenario"), the Placement Shares and the Warrant Shares will represent 33.29% (being 19.98% and 13.32%) respectively) of the enlarged issued and paid-up share capital of the Company of 4,955,820,825 Shares.

The Placement Shares, the Warrants and the Warrant Shares will be issued free from all claims, pledges, mortgages, charges, liens and encumbrances and the Placement Shares and Warrant Shares shall rank in all respects pari passu with the existing Shares at the time of issue, except that they will not rank for any dividends, rights, allotments or other distributions, the record date for which falls on or before the date of issue of the Placement Shares or the relevant date of issue of the Warrant Shares (as applicable).

Placement Price

S\$0.002 for each Placement Share.

The Placement Price is equivalent to the volume weighted average price ("VWAP") of S\$0.002 per Share for trades done on the Shares on the SGX-ST on 4 August 2025, being the full market day on which the Placement Agreement was signed.

Principal terms of the Warrants

Constitution of the : **Warrants**

The Warrants shall be constituted by way of deed poll to be executed by the Company (the "Deed Poll"), upon which the Warrants shall be subject to the terms and conditions as set out in the Deed Poll and the terms and conditions as endorsed on the Warrant Certificate(s) (the

"Warrant Conditions").

Warrant Exercise Price : S\$0.0024 for each Warrant Share.

> The Warrant Exercise Price represents a premium of approximately 20% to the VWAP of S\$0.002 per Share for trades done on the Shares on the SGX-ST on 4 August 2025, being the full market day on which the Placement Agreement was signed.

Warrant Exercise : Period

Subject to and in accordance with the terms and conditions set out in the Deed Poll and the Warrant Conditions, the Warrants may be exercised at any time during the period commencing from the date on which the Warrants are issued and expiring at 5.00 p.m. on the

date immediately preceding twenty-four (24) months from the date of issue, provided that if the date immediately preceding such twenty-four (24) months is not a market day or falls on a day on which the Register of Members and/or Register of Warrantholders is/are closed, the last day of the Exercise Period shall be the immediately preceding market day on which both the Register of Members and Register of Warrantholders remain open, subject to the Warrant Conditions.

Form of Warrants

The Warrants shall be issued in registered form. Title to the Warrants shall be evidenced by the Warrant Certificate(s) in respect of the relevant number of Warrants to be issued to the registered holder of such Warrant for the time being (the "Warrantholder").

Each Warrant shall carry the right (but not the obligation) to subscribe in cash for one (1) Warrant Share at the Warrant Exercise Price during the Warrant Exercise Period.

Listing, Transferability : and Detachability of the Warrants

The Warrants are transferable in the manner as set out in the Deed Poll, and will not be listed on the Catalist Board of the SGX-ST.

The Warrants will be detachable from the Placement Shares on issue.

The Warrant Shares shall be listed on the Catalist Board of the SGX-ST.

Adjustment Events

The Warrant Exercise Price and/or the number of Warrants held by each Warrantholder will, after their issue, be subject to adjustments under certain circumstances prescribed in the Warrant Conditions. Such circumstances include, without limitation, the consolidation or subdivision of Shares or capitalisation issues.

Any such adjustments shall be announced by the Company via an announcement on SGXNet.

Notice of Expiry

The Company shall, not later than one (1) month before the expiry of the Warrant Exercise Period (the "**Expiry Date**") announce the expiry of the Warrant Exercise Period on SGXNet.

In addition, the Company shall not later than one (1) month before the Expiry Date take reasonable steps to notify all Warrantholders in writing of the Expiry Date, and such notice shall be delivered by post to the address of the relevant Warrantholder.

Winding up

If notice is given by the Company to its members to convene a general meeting for the purposes of considering a members' voluntary winding-up of the Company, every Warrantholder shall be entitled, subject to the rest of the terms of the Deed Poll and the Warrants Conditions, at any time within six (6) weeks after the passing of such resolution for a members' voluntary

winding up of the Company, in accordance with the terms of the Deed Poll and the Warrants Conditions.

Alteration to terms : Unless made in accordance with the Deed Poll, any

material alteration of the rights of the Warrantholders or any material modification of the provisions contained in the Deed Poll or the Warrants to the advantage of the Warrantholders after the issue thereof shall be subject to the approval of Shareholders in a general meeting.

Governing law : The Warrants and the Deed Poll are governed by the

laws of Singapore.

2.2. Rules 803 and 812 of the Catalist Rules

2.2.1. The Placement Shares, the Warrants and the Warrant Shares will not be placed to any person who is a director or a substantial shareholder of the Company, or any other person in the categories set out in Rule 812(1) of the Listing Manual Section B: Rules of Catalist of the SGX-ST (the "Catalist Rules").

2.2.2. The Proposed Placement cum Warrant Issue will not result in any transfer of controlling interest in the Company.

2.3. Authority for the issuance of the Placement Shares and the Warrant Shares

- 2.3.1. The Company will be relying on the existing general mandate ("2025 General Mandate") approved by shareholders of the Company (the "Shareholders") by way of an ordinary resolution at the annual general meeting of the Company held on 30 April 2025.
- The 2025 General Mandate authorises the Directors of the Company to allot and issue Shares and convertible securities in the capital of the Company (whether by way of rights, bonus or otherwise) at any time and upon such terms and conditions and for such purposes and to such persons as the Directors may in their absolute discretion deem fit provided that the aggregate number of Shares and convertible securities to be issued pursuant to the 2025 General Mandate does not exceed 100% of the total number of issued Shares excluding Shares held in treasury of which the aggregate number of Shares and convertible securities to be issued other than on a pro rata basis to existing Shareholders does not exceed 50% of the total number of issued Shares excluding Shares held in treasury (the total number of issued Shares excluding Shares held in treasury shall be based on the total number of issued Shares excluding Shares held in treasury at the time the 2025 General Mandate is passed after adjusting for new Shares arising from the conversion or exercise of any convertible securities, new Shares arising from exercising share options or vesting of share awards outstanding or subsisting at the time of the passing of the 2025 General Mandate and any subsequent bonus issue, consolidation or sub-division of shares) and unless revoked or varied by the Company in general meeting, the authority conferred by the 2025 General Mandate shall continue in force until the conclusion of the next annual general meeting or the date by which the next annual general meeting of the Company is required by law to be held, whichever is the earlier.
- 2.3.3. As at the date in which the 2025 General Mandate was approved by the Shareholders, the Company had 2,168,724,056 Shares in issue and did not hold any Shares in treasury. After adjusting for the 1,137,096,769 new Shares issued following the conversion of the Company's convertible bonds as per the Company's announcements released on 24 February 2025, 12 March 2025, 30 April 2025 and 2 May 2025, the aggregate number of Shares that may be issued pursuant to the 2025 General Mandate is no more than 3,305,820,825 Shares on a pro rata basis, and no more than 1,652,910,412 Shares on any other basis other than on a pro rata basis.

2.3.4. Accordingly, the proposed issuance of an aggregate of 1,650,000,000 new Shares (comprising 990,000,000 Placement Shares and 660,000,000 Warrant Shares, assuming that the Maximum Subscription Scenario applies) will be within the limits of the 2025 General Mandate.

2.4. Additional Listing Application

The Company will be making an application, through its continuing sponsor, UOB Kay Hian Private Limited, to the SGX-ST for the dealing in, listing of and quotation for the Placement Shares and the Warrant Shares on the Catalist Board of the SGX-ST, and will make the necessary announcement upon receipt of the listing and quotation notice from the SGX-ST.

3. SALIENT TERMS OF THE PLACEMENT AGREEMENT

3.1. Commission

The Company shall pay to the Placement Agent, a placement commission of 4.0% of the Placement Price for each Placement Share that the Placement Agent has procured placees for as at the Completion Date (each, a "**Placed Share**") (and if applicable, goods and services tax thereon), according to the relevant number of Placed Shares issued through the Placement Agent pursuant to the Proposed Placement cum Warrant Issue.

3.2. Completion

Subject to the terms and conditions of the Placement Agreement, completion of the Proposed Placement cum Warrant Issue (the "Completion") shall take place on the date (the "Completion Date") falling five (5) business days after the date on which the SGX-ST grants its in-principle approval for the listing and quotation of the Placement Shares and the Warrant Shares on the Catalist Board of the SGX-ST, but in any event being a date no later than the date falling four (4) weeks after the date of the Placement Agreement or such other date as the Company and the Placement Agent may mutually agree.

3.3. Conditions precedent

- 3.3.1. The obligation of the Company and the Placement Agent under the Placement Agreement are conditional upon the performance by the Company of its obligations under the Placement Agreement and also upon the following (the "Conditions Precedent"):
 - (a) approval for listing and quotation of the Placement Shares and the Warrant Shares on the Catalist Board of SGX-ST being obtained from the SGX-ST and not having been revoked or amended and, where such approval is subject to conditions, to the extent that any conditions for the listing and quotation of the Placement Shares and the Warrant Shares on Catalist of SGX-ST are required to be fulfilled on or before Completion Date, they are so fulfilled;
 - (b) the exemption under Section 272B of the SFA being applicable to the Proposed Placement cum Warrant Issue under the Placement Agreement;
 - (c) the allotment, issuance and subscription of the Placement Shares, the issuance of the Warrants, and the allotment and issuance of the Warrant Shares not being prohibited by any statute, order, rule, regulation or directive promulgated or issued after the date of the Placement Agreement by any legislative, executive or regulatory body or authority of Singapore or any other jurisdiction, which is applicable to the Company or the Placement Agent;
 - (d) the delivery to the Placement Agent on Completion Date, of a certificate in such form set out in the Placement Agreement, signed on behalf of the Company by its duly authorised officers;
 - (e) there not having occurred, in the opinion of the Placement Agent, any material adverse change, or any development reasonably likely to involve a prospective material adverse

change, whether or not arising from transactions in the ordinary course of business, subsequent to the date of this Agreement which, in the opinion of the Placement Agent, is or is reasonably likely to be materially adverse in the context of the Proposed Placement cum Warrant Issue or is reasonably likely to prejudice materially the success of the Proposed Placement cum Warrant Issue or dealings in the Placement Shares or the Warrant Shares in the secondary market;

- (f) the representations, warranties and undertakings of the Company the Placement Agreement remaining true and correct in all material respects as at the Completion Date and the Company having performed all of its obligations hereunder to be performed on or before the Completion Date;
- (g) the Warrants having been constituted by way of a deed poll executed by the Company; and
- (h) the Placement Agent having received the subscription monies from the subscribers of the Placed Shares in full.
- 3.3.2. The Placement Agent may, and upon such terms as it thinks fit, waive compliance with any of the Conditions Precedent and any Condition Precedent so waived shall be deemed to have been satisfied provided always that any such waiver as aforesaid shall be without prejudice to its right to elect to treat any further or other breach, failure or event as releasing and discharging it from its obligations under the Placement Agreement.
- 3.3.3. If any of the Conditions Precedent has not been satisfied on or before the Cut-Off Date, the Placement Agreement shall terminate and shall be of no further effect and neither the Company nor the Placement Agent shall be under any liability to the other in respect of the Placement Agreement save as set out in the Placement Agreement.

4. CONFIRMATIONS BY THE PLACEMENT AGENT

The Placement Agent has confirmed, among other things, that:

- (a) the Proposed Placement cum Warrant Issue shall be in accordance with Section 272B(1) of the SFA;
- (b) each placee shall not be restricted person under Rule 812 of the Catalist Rules;
- (c) subscription by the placee shall not, in itself, result in a transfer of controlling interest in the Company as defined in Rule 803 of the Catalist Rules at the time of the completion of the Proposed Placement cum Warrant Issue assuming the exercise of the Warrants;
- (d) each placee shall not act in concert with any other person or company, and have not entered into any agreement, arrangement or understanding (whether oral or in writing) with any person or company to act as parties in concert in relation to the Shares;
- (e) in the event the number of Placement Shares placed to the relevant placee results in any placee becoming a substantial shareholder, the Placement Agent will inform the Company in a timely manner so that the Company can make the necessary announcements: and
- (f) there are no share borrowing arrangements for the Proposed Placement cum Warrant Issue and the Placement Shares will only be issued after the proceeds have been received.

5. RATIONALE FOR THE PROPOSED PLACEMENT CUM WARRANT ISSUE AND USE OF PROCEEDS

5.1. The Company is proposing to undertake the Proposed Placement cum Warrant Issue to raise funds to be utilised by the Group as general working capital. The Proposed Placement cum

Warrant Issue would strengthen the Group's financial position so that the Group can address any immediate business needs and maintain the competitiveness of the Group's business amidst an increasing challenging operating environment. In addition to enhancing the resilience of the Group's existing business, the Group is keen to procure and capitalise on business opportunities that would further the Group's strategic objectives and provide long-term growth and value for Shareholders. As such, the Company is of the view that Proposed Placement cum Warrant Issue is beneficial to and in the interest of the Company and the Group.

- 5.2. After deducting estimated fees and expenses of approximately S\$120,000, and assuming:
 - (a) all the Placement Shares are issued, and none of the Warrants are exercised (the "Minimum Subscription Scenario"), the estimated net proceeds from the Proposed Placement cum Warrant Issue is approximately S\$1,860,000 (the "Minimum Scenario Net Proceeds").
 - (b) the Maximum Subscription Scenario, the estimated net proceeds from the Proposed Placement cum Warrant Issue is approximately S\$3,444,000 (the "Maximum Scenario Net Proceeds", together with the Minimum Scenario Net Proceeds, the "Net Proceeds").
- 5.3. Pending deployment of the Net Proceeds for the abovementioned purposes, the Net Proceeds may be placed in deposits with financial institutions or invested in short-term money market instruments or used for any other purpose on a short-term basis as the Directors may in their absolute discretion deem fit in the interests of the Group.
- 5.4. The Company will make periodic announcements on the utilisation of the Net Proceeds as and when such proceeds are materially disbursed, and on whether such disbursements are in accordance with the stated use of proceeds and in accordance with the percentage allocated. In addition, the Company will subsequently provide a status report on the use of the Net Proceeds in its interim and full year financial results announcement(s) and in the annual report(s) of the Company, until such time as the Net Proceeds have been fully utilised. Where there is any material deviation from the use of proceeds described above, the Company will announce the reasons for such deviation. Where the proceeds have been used for general corporate and/or working capital purposes, the Company will provide a breakdown with specific details on how the proceeds have been applied in the Company's announcement(s) and its annual report(s).

6. PRO FORMA FINANCIAL EFFECTS OF THE PROPOSED PLACEMENT CUM WARRANT ISSUE

- 6.1. The *pro forma* financial effects of the Proposed Placement cum Warrant Issue on the Company's share capital and the Group's net tangible assets ("**NTA**") per Share and earnings per Share ("**EPS**") set forth below are strictly for illustrative purposes and are not indicative of the actual financial position and results of the Group following the completion of the Proposed Placement cum Warrant Issue.
- 6.2. The *pro forma* financial effects of the Proposed Placement cum Warrant Issue have been computed based on the audited consolidated financial statements of the Group for its financial year ended 31 December 2024 ("**FY2024**"), on the following bases and assumptions:
 - (a) the financial effects of the Proposed Placement cum Warrant Issue on NTA per Shares is computed on the assumption that the Proposed Placement cum Warrant Issue had been completed on 31 December 2024;
 - (b) the financial effects of the Proposed Placement cum Warrant Issue on the EPS of the Company is computed on the assumption that the Proposed Placement cum Warrant Issue had been completed on 1 January 2024;

- (c) the financial effects of the Proposed Placement cum Warrant Issue being calculated on the assumption that the following allotment and issuance of Shares by the Company have been completed as of 1 January 2024:
 - (i) the allotment and issuance of 309,500,000 Shares pursuant to the placement undertaken by the Company, as disclosed in the Company's announcement dated 10 January 2025; and
 - (ii) the allotment and issuance of 1,137,096,769 Shares pursuant to the conversion of convertible bonds undertaken by the Company, as disclosed in the Company's announcement dated 2 May 2025; and
- (d) the estimated fees and expenses incurred by the Company in connection with the Proposed Placement cum Warrant Issue is approximately \$\$120,000.

6.3. Share Capital

Details on the share capital of the Company before and after the Proposed Placement cum Warrant Issue are as follows:

	Before the Proposed Placement cum Warrant	After the Proposed Placement cum Warrant Issue	
	Issue	Minimum Subscription Scenario	Maximum Subscription Scenario
Issued and paid-up share capital of the Company as at the date of this announcement (S\$'000)	99,545	101,405	102,989
Number of Shares as at the date of this announcement (1)	3,305,820,825	4,295,820,825	4,955,820,825

Note:

6.4. NTA per Share

Details on the NTA per Share of the Group before and after the Proposed Placement cum Warrant Issue are as follows:

	Before the Proposed Placement cum Warrant	After the Proposed Placement cum Warrant Issue	
	Issue	Minimum Subscription Scenario	Maximum Subscription Scenario
NTA ⁽¹⁾ attributable to owners of the Company (S\$'000)	2,710	4,570	6,154
Number of Shares	3,305,820,825	4,295,820,825	4,955,820,825
NTA per Share (S\$ cents)	0.08	0.11	0.12

⁽¹⁾ As at the date of this announcement the Company does not have any Shares held in treasury and does not have any subsidiary holdings.

Note:

(1) NTA means total assets less the sum of total liabilities and intangible assets (if any).

6.5. EPS

Details on the EPS of the Group before and after the Proposed Placement cum Warrant Issue are as follows:

	Before the Proposed Placement cum Warrant	After the Proposed Placement cum Warrant Issue	
	Issue	Minimum Subscription Scenario	Maximum Subscription Scenario
Net earnings for FY2024 attributable to Shareholders (S\$'000)	(3,068)	(3,068)	(3,068)
Number of Shares	3,305,820,825	4,295,820,825	4,955,820,825
EPS (S\$ cents)	(0.11)	(0.08)	(0.07)

7. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

None of the Directors and their respective associates, and to the best of the knowledge of the Directors, none of the substantial Shareholders, as well as their respective associates, has any interest, whether direct or indirect, in the Proposed Placement cum Warrant Issue (other than in his capacity as Director or Shareholder, as the case may be).

8. CONFIRMATION BY DIRECTORS

- 8.1. In accordance with Rule 810(1)(c) of the Catalist Rules, the Directors are of the opinion that after taking into consideration:
 - (a) the Group's present internal resources, operating cash flows and cost-cutting measures, the working capital available to the Group is sufficient to meet its present requirements; and
 - (b) the Group's present internal resources, operating cash flows, cost-cutting measures and the Net Proceeds, the working capital available to the Group is sufficient to meet its present requirements.
- 8.2. Notwithstanding the above, the Company has decided to undertake the Proposed Placement cum Warrant Issue as per the reasons set out in paragraph 5 of this announcement.

9. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the Placement Agreement and the Deed Poll will be available for inspection during normal business hours at the registered office of the Company at 37 Jalan Pemimpin, #08-05, Mapex, Singapore 577177 for a period of three (3) months from the date of this announcement.

10. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Proposed Placement cum Warrant Issue, the Company and its

subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading. Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this announcement in its proper form and context.

11. FURTHER ANNOUNCEMENTS

The Company will continue to keep Shareholders updated and release announcements relating to the Proposed Placement cum Warrant Issue (including any material developments and progress made) as may be appropriate from time to time.

12. CAUTIONARY STATEMENT

- 12.1. Shareholders should note that the Proposed Placement cum Warrant Issue remains subject to, among others, the fulfilment of the conditions precedent pursuant to the Placement Agreement. There is no certainty or assurance that the conditions precedent can be fulfilled or that the Proposed Placement cum Warrant Issue will be undertaken.
- 12.2. Shareholders and potential investors of the Company are advised to read this announcement and any further announcements made by the Company carefully and to exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action they should take should consult their stockbrokers, bank managers, solicitors or other professional advisers.

By Order of the Board

Yee Pinh Jeremy
Executive Director and Chief Executive Officer

4 August 2025

in this announcement.

This announcement has been reviewed by the Company's sponsor, UOB Kay Hian Private Limited (the "Sponsor").

This announcement has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "SGX-ST") and the SGX-ST assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained

The contact person for the Sponsor Is Mr Lance Tan, Senior Vice President, at 83 Clemenceau Avenue, #10-01 UE Square, Singapore 239920, telephone (65) 6590 6881.