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(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 575)

Licence Agreement with Kobayashi for the Commercial Launch of Fortacin™ in Japan

This announcement is made by the Company in compliance with the disclosure requirements under Rule 13.09 of the Listing Rules and the Inside Information Provisions (as defined under the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

LICENCE AGREEMENT

The Directors are pleased to inform the Shareholders and potential investors of the Company that on 26 July 2024 (after market close in Hong Kong), Plethora, a wholly owned subsidiary of the Company, entered into a Licence Agreement with Kobayashi, a company registered in Japan, in respect of the rights to commercialise Fortacin™, Plethora's novel treatment for premature ejaculation, by way of the sale and, among other things, distribution of Fortacin™ in Japan, otherwise referred to herein as the "Territory".

Plethora continues to retain full commercialisation rights for Fortacin™ for the rest of the world, including but not limited to the United States and Canada, Latin America, the Middle East and Sub-Saharan Africa.

Kobayashi shall have the responsibility, at its own expense, for filing applications for, and obtaining any and all regulatory approvals required under applicable law to commercialise Fortacin™ in the Territory. Plethora shall, at Kobayashi's expense, provide Kobayashi with such reasonable assistance as it may be requested in order to seek and obtain such regulatory approvals.

Pursuant to the Licence Agreement, the Group, acting through Plethora, will be eligible to receive (i) payments of up to US\$1.55 million (or approximately HK\$12.09 million) excluding royalties after hitting certain milestones related to the roll-out in the Territory, and (ii) a double-digit percentage royalty before the expiry of ten (10) years after first commercial sale.

The License Agreement is for an indefinite period and contains customary provisions in respect of termination. In addition, the License Agreement contains various warranties and indemnities as are customary for such an agreement.

Shareholders and potential investors of the Company should read the whole text of this announcement, including the section entitled “Licence Agreement”.

The Group will keep the Shareholders and potential investors of the Company updated on the progress made by Kobayashi in respect of the necessary regulatory approvals in the Territory and the likely commercial launch date for the Territory as and when such details become known.

Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

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Plethora continues to retain full commercialisation rights for Fortacin™ for the rest of the world, including but not limited to the United States and Canada, Latin America, the Middle East and Sub-Saharan Africa.

To the best of the Directors’ knowledge, information and belief, and having made all reasonable enquiries, each of Kobayashi, their respective beneficial owner(s) and associate(s) is/are third parties independent from the Company and is/are not connected person(s) of the Group.

Regulatory Responsibility

Kobayashi shall have responsibility, at its own expense, for filing applications for, and obtaining any and all regulatory approvals required under applicable law to commercialise Fortacin™ in the Territory. Plethora shall, at Kobayashi’s expense, provide Kobayashi with such reasonable assistance as it may be requested in order to seek and obtain such regulatory approvals.

Payments

Pursuant to the Licence Agreement, the Group, acting through Plethora, will be eligible to receive (i) payments of up to US\$1.55 million (or approximately HK\$12.09 million) excluding royalties after hitting certain milestones related to the roll-out in the Territory, and (ii) a double-digit percentage royalty before the expiry of ten (10) years after first commercial sale. Specifically, Plethora will be eligible to receive the following (payable within 30 days of receipt of invoice):

Signature Payment

- A payment of US\$500,000 (or approximately HK\$3.90 million) following the effective date of the Licence Agreement.

Development Milestone

- Upon the first commercial sale, Kobayashi shall make a payment of US\$750,000 (or approximately HK\$5.85 million).

Commercial Milestones

- A possible payment of up to US\$300,000 (or approximately HK\$2.34 million) in total upon achievement of certain annual net sales milestones, dependent on the net sales achieved by Kobayashi.

Further Payments and Royalties

In addition, Kobayashi shall also pay to Plethora:

- A double-digit percentage royalty on net sales before the expiry of ten (10) years after first commercial sale; and
- A lower percentage royalty on net sales will apply after the expiry of ten (10) years after first commercial sale.

Exclusivity

Pursuant to the Licence Agreement and subject to the terms and conditions thereof, Plethora has granted to Kobayashi an exclusive, sub-licensable (subject to certain restrictions) licence under the licensed know-how, to market, promote, sell, have sold, supply, offer for sale, and distribute, licensed product in Japan for all applications in the field, and to apply for, obtain and/or maintain (with the right to appoint, subject to the prior written consent of Plethora (such approval not to be unreasonably withheld) an affiliate and/or a third party to apply for, obtain and/or maintain) regulatory approval for licensed product in Japan for all applications in the field.

Against the grant of the aforementioned exclusive licence, Kobayashi has, at all times specified in the Licence Agreement in relation to a licensed product in a given territory, agreed not to and shall procure that its affiliates and sub-licensee do not, either themselves or with a third party, develop, seek regulatory approval for, manufacture (or have manufactured), use, sell (or have sold), market, promote, import, export or otherwise commercialise a competing product in such territory, provided that this restriction shall in no way limit Kobayashi's or its affiliates' or sub-licensees' ability to exploit the rights granted under the exclusive licence.

The Licence Agreement also contains restrictions on what Kobayashi (or any of its affiliates) can or cannot do in event it acquires potentially competing businesses or is itself acquired by such a business in respect of the Territory.

Equally, the Licence Agreement contains restrictions on what Plethora and its affiliates can and cannot do in respect of generic products and potentially competing products in the Territory, including in the event that Plethora or any of its affiliates is acquired by or merges with a third party that, at the time, has a competing or generic product in the Territory.

Termination, Warranties and Indemnities

The Licence Agreement is for an indefinite period and contains customary provisions in respect of termination and shall be effective from the date hereof and will continue until the expiry of all payment obligations under it unless earlier terminated by mutual agreement of both parties or otherwise in accordance with the agreement. In addition, the License Agreement contains various warranties and indemnities as are customary for such an agreement.

Shareholders and potential investors of the Company should read the whole text of this announcement, including the section entitled “Licence Agreement”. The Group will keep the Shareholders and potential investors of the Company updated on the progress made by Kobayashi in respect of the necessary regulatory approvals in the Territory and the likely commercial launch date for the Territory as and when such details become known.

Fortacin[™] is the first European Union approved prescription treatment for premature ejaculation that does not act on the central nervous system and has been available in the European Union since November 2016. The treatment is a topical spray containing low doses of two anaesthetics - lidocaine and prilocaine – that take effect almost immediately upon application, giving users more control without reducing pleasure.

REASONS FOR AND BENEFITS OF ENTERING INTO THE LICENCE AGREEMENT

Jamie Gibson, Chief Executive Officer of the Company, said, “Our partnership with Kobayashi enables us to bring of Fortacin[™] to Japan. In addition to the signing of licence agreement with Wanbang Pharmaceutical Marketing and Distribution Co., Ltd., a wholly controlled company of Shanghai Fosun Pharmaceutical (Group) Co. Ltd., to commercialise Fortacin[™] in China, we can now rollout this breakthrough treatment in Japan.”

The Directors (including the independent non-executive Directors) consider the Licence Agreement is determined after arm’s length negotiations between Plethora and Kobayashi, and entered into on normal commercial terms and in the ordinary and usual course of business of the Company. The Directors believe that the terms of the Licence Agreement are fair and reasonable and in the best interests of the Company and the Shareholders as a whole.

Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

DEFINITIONS

In this announcement, the following expressions have the following meanings unless the context require otherwise:

“Board”	board of Directors of the Company
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“Company”	Regent Pacific Group Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange and are also traded on the open market (Freiverkehr) of the Frankfurt Stock Exchange
“Director(s)”	director(s) of the Company
“Fortacin™”	Fortacin™ or whatever trade mark is ultimately agreed between the parties to the Licence Agreement as being the trade mark to be used for the licenced product in the Territory
“Group”	the Company and its subsidiaries
“Kobayashi”	Kobayashi Pharmaceutical Co., Ltd., a company registered in Japan
“Licence Agreement”	the licence agreement entered into between Plethora and Kobayashi, the Group’s out-licencing and commercial partner for the sale and distribution of Fortacin™ in the Territory, on 26 July 2024
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
“Plethora”	Plethora Solutions Limited, a company registered in England and Wales and an indirect wholly owned subsidiary of the Company
“Share(s)”	ordinary share(s), with voting rights, of US\$0.001 each in the capital of the Company, which are listed on the Main Board of the Stock Exchange and are also traded on the open market (Freiverkehr) of the Frankfurt Stock Exchange
“Shareholder(s)”	holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Territory”	Japan
“HK\$”	Hong Kong dollars, the lawful currency in Hong Kong
“US\$”	United States dollars, the lawful currency of the United States

Forward Looking Statements

This announcement, including any information included or incorporated by reference in this announcement, contains statements about the Company that are or may be forward looking statements. Such forward looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results to differ materially from those projected or implied

in any forward looking statement. Much of the risk and uncertainty relates to factors that are beyond the Company's abilities to control or estimate precisely, such as future market conditions and the behaviours of other market participants, and therefore undue reliance should not be placed on such statements. Neither the Company nor any of its associates or directors, officers, employees, managers, agents, representatives, partners, members, consultants or advisers: (i) provide any representation, warranty, assurance or guarantee that the occurrence of the events expressed or implied in any forward looking statement will actually occur; nor (ii) assume any obligation to, and do not intend to, revise or update these forward looking statements, except as required pursuant to applicable law, the Listing Rules or other applicable regulation. The Company disclaims any obligation to update any forward looking or other statements contained herein, except as required by applicable law, the Listing Rules or other applicable regulation.

No Profit Forecasts or Estimates

No statement in this announcement is intended as a profit forecast or estimate for any period and no statement in this announcement should be interpreted to mean that earnings or earnings per share for the Company for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for the Company. The Company does not undertake to update information contained in this announcement, except as required by applicable law, the Listing Rules or other applicable regulation.

Shareholders of the Company and potential investors are advised to exercise caution when dealing in the shares of the Company.

Note: Unless otherwise specified herein, the amounts dominated into US\$ have been translated, for the purpose of illustration only, into HK\$ using the exchange rate of US\$1.00 = HK\$7.80.

By Order of the Board
Regent Pacific Group Limited
Jamie Gibson
Executive Director

Hong Kong, 26 July 2024

As at the date of this announcement, the Board comprises six Directors:

Executive Director:
Jamie Gibson (*Chief Executive Officer*)

Non-Executive Directors:
James Mellon (*Chairman*)
Jayne Sutcliffe

Independent Non-Executive Directors:
Mark Searle
Adrian Chan
Ihsan Al Chalabi