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STARCOIN GROUP LIMITED

星太鏈集團有限公司

(Formerly known as Innovative Pharmaceutical Biotech Limited 領航醫藥及生物科技有限公司)

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock Code: 399)

VOLUNTARY ANNOUNCEMENT

(I) MEMORANDUM OF UNDERSTANDING IN RELATION TO POSSIBLE COOPERATION; AND (II) MEMORANDUM OF UNDERSTANDING IN RELATION TO POSSIBLE INSTITUTIONAL RESEARCH

This announcement is made by the Company on a voluntary basis.

The Board is pleased to announce that on 16 October 2025 (after trading hours of the Stock Exchange), the Company has entered into the following two MOUs:

(I) MEMORANDUM OF UNDERSTANDING IN RELATION TO POSSIBLE COOPERATION

On 16 October 2025 (after trading hours of the Stock Exchange), the Company has entered into the First MOU with Supernova on the intention of establishing a framework for collaboration between the Company and Supernova in (i) developing and managing blockchain-based systems and related token issuance in compliance with applicable U.S. laws and regulations; and (ii) acting as the designated representative of Supernova in institutional cooperation projects in relation to the AQP Functional Water Technology and associated biotechnologies owned by Supernova.

(II) MEMORANDUM OF UNDERSTANDING IN RELATION TO POSSIBLE INSTITUTIONAL RESEARCH

On 16 October 2025 (after trading hours of the Stock Exchange), the Company has entered into the Second MOU with Scaling Lab. on the intention of collaborating in conducting scientific research relating to (i) the genetic epidemiology and physiology of cardiovascular disease and its risk factors, especially diabetes and its treatments other than insulin; and (ii) further study of water channel proteins (AQP) and water and health-related topics.

Each of the Possible Cooperation and the Possible Institutional Research is subject to the entering into of the Formal Agreement. The Possible Cooperation and the Possible Institutional Research therefore may or may not proceed. The Company will publish an announcement in compliance with the Listing Rules as when and appropriate. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the shares of the Company.

(I) MEMORANDUM OF UNDERSTANDING IN RELATION TO POSSIBLE COOPERATION

The Board is pleased to announce that on 16 October 2025 (after trading hours of the Stock Exchange), the Company has entered into the First MOU with Supernova on the intention of (i) developing and managing blockchain-based systems and related token issuance in compliance with applicable U.S. laws and regulations; and (ii) authorizing the Company to act as the designated representative of Supernova in institutional cooperation projects in relation to the AQP Functional Water Technology and associated biotechnologies owned by Supernova.

The principal terms of the First MOU are as follows:

The Possible Cooperation

The Company intends to (i) develop and manage blockchain-based systems and related token issuance in compliance with applicable U.S. laws and regulations with Supernova; and (ii) act as to the designed representative of Supernova in institutional cooperation projects in relation to the ARP Functional Water Technology and associated biotechnologies owned by Supernova.

During the term of the First MOU, the Company and Supernova agree to cooperate in the development, issuance and management of tokens in compliance with applicable U.S. laws and regulation. The Company will act as the technical partner of Supernova and delegated operator for the token-related systems, subject to all restrictions, compliance rules and guidance issued by Supernova. The Company shall when performing delegated management or technical operations, strictly adhere to the compliance standards, policies and operational protocols required by Supernova under U.S. law. The Company will be responsible for the overall technical architecture design, blockchain integration and RWA (Real World Asset) solutions, subject to Supernova's approval and compliance review.

The Company is also authorised to act as its designated representative in engaging, negotiating and executing cooperation projects with universities, research institutions and professional organisations for the purpose of conducting scientific research, technical validation, or industrial application development in relation to the AQP Functional Water Technology and associated biotechnologies owned by Supernova.

Term and Termination

The First MOU shall remain valid until 16 October 2028, unless terminated earlier by mutual written consent or upon material breach by either party.

Consideration

The Company shall be entitled to receive ten (10) per cent of the total revenue generated under the Possible Cooperation as service compensation for technical implementation, operation and market deployment.

Legal effect

Save for the clauses in relation to governance and compliance control, confidentiality, intellectual property, term and termination, legal effect, counterparts and governing laws and jurisdiction contained in the First MOU, the First MOU is not legally binding.

INFORMATION OF SUPERNOVA

Supernova focuses on the commercialisation of life-science technologies that promote human health and longevity. Its core product, the AQP Functional Water, is based on Nobel Prize-winning research on aquaporins and aims to enhance cellular hydration, metabolism and immunity through molecular-level water structure optimisation.

(II) THE MEMORANDUM OF UNDERSTANDING IN RELATION TO POSSIBLE INSTITUTIONAL RESEARCH

The Board is pleased to announce that on 16 October 2025 (after trading hours of the Stock Exchange), the Company has entered into the Second MOU with Scaling Lab. on the intention of collaborating in conducting scientific research relating to (i) the genetic epidemiology and physiology of cardiovascular disease and its risk factors, especially diabetes and its treatments other than insulin; and (ii) to further study water channel proteins (AQP) and water and health-related topics.

The principal terms of the Second MOU are as follows:

The Possible Institutional Research

The Company intends to cooperate with Scaling Lab. in conducting scientific research relating to (i) the genetic epidemiology and physiology of cardiovascular disease and its risk factors, especially diabetes and its treatments other than insulin; and (ii) to further study water channel proteins (AQP) and water and health-related topics.

Term

The Second MOU shall remain in effect for 5 years from date of the Second MOU, unless terminated earlier by mutual written consent or upon material breach by either party.

Legal effect

Save for the clauses in relation to confidentiality, term and termination, counterparts and governing laws and jurisdiction contained in the Second MOU, the Second MOU is not legally binding.

INFORMATION OF SCALING LAB.

The Scaling Lab. is a laboratory operated by Dr. Hunter Young at The Johns Hopkins University School of Medicine.

REASONS AND BENEFITS FOR THE POSSIBLE COOPERATION AND THE POSSIBLE INSTITUTIONAL RESEARCH

The Company is an investment holding company and its subsidiaries are principally engaged in the trading of beauty equipment and products in Hong Kong and research, development and commercialisation of the oral insulin product. As disclosed by the announcement of the Company dated 25 April 2025, the Company is actively exploring new business opportunities, diversifying its revenue streams and implementing strategic initiatives to enhance performance and the Company intends to expand its business into blockchain technology to mark its entry into the digital innovation sector. The entering into of the First MOU represents an effort of the Company to tap into the digital innovation sector through the Possible Cooperation with Supernova in developing this new business section. In respect of the Second MOU, the Company intends to leverage on the research capabilities of Scaling Lab. to strengthen the Company's business segment on research and development in diabetes solution and support its strategic objective in exploring new business opportunities for the Group. The Company envisages a long-term collaboration with Supernova and Scaling Lab., which will not only diversify the Group's business but to bring new profit growth drivers to the Group.

Taking into account of the above, the Board (including the independent non-executive Directors) considers that the terms of each of the First MOU and Second MOU are fair and reasonable and are entered into on normal commercial terms and each of the Possible Cooperation and Possible Institutional Research is in the interests of the Group and its shareholders as a whole.

GENERAL

Each of the Possible Cooperation and the Possible Institutional Research is subject to the entering into of the Formal Agreement. The Possible Cooperation and the Possible Institutional Research therefore may or may not proceed. The Company will publish an announcement in compliance with the Listing Rules as when and appropriate. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the shares of the Company.

DEFINITIONS

In this announcement, the following expressions shall have the following means, unless the context otherwise requires:

“Board”	board of the Directors
“Company”	Starcoin Group Limited, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability, the issued shares of which are listed on the main board of the Stock Exchange (stock code: 399)
“Director(s)”	directors of the Company
“First MOU”	a memorandum of understanding dated 16 October 2025 entered into between the Company and Supernova in relation to the Possible Cooperation
“Formal Agreement”	the formal agreement for the Possible Cooperation or the Possible Institutional Research (as the case may be) to be entered into by the Company with Supernova and/or Scaling Lab.
“Group”	the Company and its subsidiaries
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Possible Cooperation”	the possible cooperation between the Company and Supernova on (i) developing and managing blockchain-based systems and related token issuance in compliance with applicable U.S. laws and regulations; and(ii) act as to the designed representative of Supernova in institutional cooperation projects in relation to the ARP Functional Water Technology and associated biotechnologies owned by Supernova.

“Possible Institutional Research”	the possible cooperation among the Company and Scaling Lab. on scientific research relating to (i) the genetic epidemiology and physiology of cardiovascular disease and its risk factors, especially diabetes and its treatments other than insulin; and (ii) further study water channel proteins (AQP) and water and health-related topics
“Scaling Lab.”	The Scaling Lab., a laboratory operated by Dr. Hunter Young at The Johns Hopkins University School of Medicine
“Second MOU”	a memorandum of understanding dated 16 October 2025 entered into among the Company and Scaling Lab. in relation to the Possible Institutional Research
“Shareholder(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supernova”	SW SUPERNOVA LLC, a limited liability company incorporated under the laws of the State of Delaware, United States of America
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By order of the Board
Starcoin Group Limited
Yeung Yung
Chairman

Hong Kong, 17 October 2025

As at the date of this announcement, the Board comprises, Dr. Yeung Yung (Chairman and executive Director), Mr. Gao Yuan Xing (executive Director), Mr. Tang Rong (executive Director), Ms. Qi Shujuan (executive Director), Dr. Long Fan (executive Director), Dr. Wu Ming (executive Director), Mr. Zhang Shen (executive Director), Mr. Zhang Yi (non-executive Director), Ms. Chen Weijun (independent non-executive Director), Mr. Wang Rongliang (independent non-executive Director), Mr. Chen Jinzhong (independent non-executive Director), Dr. Xia Tingkan, Tim (independent non-executive Director) and Ms. Sun Sizheng (independent non-executive Director).

Please also refer to the published version of this announcement on the Company’s website: starcoingroup.com.