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**Gaush Meditech Ltd**

**高视医疗科技有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 2407)**

## **ANNOUNCEMENT MADE PURSUANT TO RULE 13.18 OF THE LISTING RULES**

This announcement is made by Gaush Meditech Ltd 高视医疗科技有限公司 (the “**Company**”) pursuant to Rule 13.18 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (the “**Listing Rules**”). Reference is made to the prospectus of the Company dated November 30, 2022 (the “**Prospectus**”) in relation to the listing of the shares of the Company (the “**Shares**”) on the Main Board of the Stock Exchange. Unless otherwise defined, capitalised terms used herein have the same meanings as those defined in the Prospectus.

As disclosed in the Prospectus, Gaush Netherlands entered into a bridge facility agreement with, among other lenders, Credit Suisse on December 18, 2020, pursuant to which Gaush Netherlands was granted by Credit Suisse the Bridge Facility Loan of EUR100 million to partially finance the acquisition of Teleon. The Bridge Facility Loan was subsequently fully refinanced on April 22, 2021 by the Senior Facility Loan of EUR75 million and the Mezzanine Facility of EUR25 million. As of the date of this announcement, the Mezzanine Facility has been fully repaid, and the Senior Facility Loan has been partially repaid with an outstanding principal amount of EUR52.5 million, which will mature on April 22, 2024.

## **FACILITY AGREEMENT**

In anticipation of the due date of the outstanding Senior Facility Loan, on February 2, 2024, Gaush Netherlands, as the borrower (the “**Borrower**”), entered into a facility agreement (the “**Facility Agreement**”) with, among others, a bank, as the lender (the “**Lender**”), pursuant to which Gaush Netherlands was granted by the Lender a facility of EUR52.5 million (the “**Facility**”). The Borrower shall repay the loans made under the Facility in full on the date falling 48 months after the utilisation date, but no later than the date falling seven years after the disbursement of the Bridge Facility Loan. All amounts borrowed by the Borrower under the Facility shall be applied towards all amounts outstanding in respect of the Senior Facility Loan and relevant fees and expenses (if applicable).

The Facility Agreement imposes, among others, specific performance obligations on Mr. Gao Tieta (高鐵塔), the chairman of the Board, an executive Director and a controlling shareholder of the Company. As of the date of this announcement, Mr. Gao Tieta, through GAUSH HOLDING Ltd, is beneficially interested in 63,263,528 Shares, representing approximately 42.75% of the total issued Shares of the Company.

## **SPECIFIC PERFORMANCE OBLIGATIONS**

Pursuant to the Facility Agreement, a change of control event occurs if, among others: (i) Mr. Gao Tieta is not or ceases to be, directly or indirectly, the single largest beneficial shareholder of the share capital of the Company or does not or ceases to control the Company; or (ii) any persons acting in concert hold or beneficially own, directly or indirectly, an aggregate percentage of the share capital of the Company that is equal to or greater than the percentage of the share capital of the Company that is beneficially owned, directly or indirectly, by Mr. Gao Tieta.

If a change of control event as abovementioned occurs: (i) the Lender shall not be obliged to fund a utilisation of the Facility; and (ii) the Lender shall, by not less than three days’ notice to the Borrower, cancel the available commitment under the Facility Agreement and declare all outstanding loans made under the Facility Agreement, together with accrued interest, and all other amounts accrued or outstanding under the related finance documents shall become immediately due and payable; unless the Borrower cures such event in accordance with the Facility Agreement by providing security deposit, prepayment of the whole or any part of the Facility or any other means approved by the Lender within a specific period.

This announcement is made in compliance with the disclosure requirement under Rule 13.18 of the Listing Rules. The Company will, in compliance with Rule 13.21 of the Listing Rules, include appropriate disclosure in its subsequent annual and interim reports for so long as the specific performance obligations mentioned above continue to exist.

By order of the Board  
**Gaush Meditech Ltd**  
**Mr. Gao Tieta**  
*Chairman and Executive Director*

Hong Kong, February 2, 2024

*As of the date of this announcement, the Board comprises Mr. Gao Tieta as the Chairman and executive Director, Mr. Liu Xinwei, Mr. Zhao Xinli, Mr. Zhang Jianjun and Ms. Li Wenqi as executive Directors, Dr. David Guowei Wang as non-executive Director, and Mr. Feng Xin, Mr. Wang Li-Shin and Mr. Chan Fan Shing as independent non-executive Directors.*